

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR RIVERMEADOWS

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AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR RIVERMEADOWS

This instrument ("Amendment"), made to be effective the 1st day of June, 1981, by Donald H. Albrecht, JoAnne Albrecht and Newport View, a General Partnership, by Donald H. Albrecht, General Partner, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of certain real property in Teton County, Wyoming, more particularly described as all that real property shown and described on Exhibit "A" attached hereto and made a part hereof as though set forth in full herein (hereinafter referred to as the "Subject Property"); and

WHEREAS, Declarant desires to provide for the preservation of the character, values, desirability and attractiveness of the Subject Property, and any real property which may be annexed thereto pursuant to this Declaration, through the covenants, conditions, restrictions and provisions as hereinafter set forth; and

WHEREAS, Declarant has caused an association to be incorporated under the laws of the State of Wyoming as a nonprofit corporation ("Association") for the purpose of acting to promote the recreation, health, safety and welfare of the owners of the Subject Property or any real property which may be annexed thereto pursuant to the provisions of this Declaration, to administer and enforce the provisions, covenants, conditions and restrictions of this Declaration delegated to the Association, and to perform all other duties and responsibilities given to the Association by the Declaration of said owners, including without limitation the collection, disbursement of assessments and charges as hereinafter provided; and

WHEREAS, the Declarant has executed and recorded in the public records of Teton County, Wyoming, on September 28, 1979, in Book 92 of Photo, pages 1 to 39, a certain Declaration of Covenants, Conditions and Restrictions for Rivermeadows; and

WHEREAS, Article 11 - Miscellaneous, Section 11.3 Declarant's Reserved Right to Amend, provides that during Declarant's Development Period, Declarant may, without the consent or concurrence of the Board, the members, owners or any other party, amend, modify or revoke this Declaration if reasonably necessary, in the sole discretion of Declarant, to conform to any requirement; and

WHEREAS, the Declarant as the owner of more than 2/3 of the area of the Subject Property as well as still developing within the Development Period, desires to declare that the Declaration of Covenants, Conditions and Restrictions recorded on September 28, 1979 be cancelled in full and substituted completely by this Amendment; and

WHEREAS, the recording of this Amendment shall not effect or influence the Supplemental Declarations previously recorded for the First Filing, Second Filing or Third Filing for Rivermeadows Subdivision, which shall remain in full force and effect.

NOW, THEREFORE, the Declarant hereby declares that the Declaration of Covenants, Conditions and Restrictions recorded on September 28, 1979 is cancelled in full and all that real property described in Exhibit "A" attached hereto and made a part hereof and previously platted as the Rivermeadows Subdivision, First Filing, Filing No. Two, Multiple Unit Parcel One and Third Filing, shall be held, transferred, sold, conveyed, encumbered, hypothecated, bonded, rented, used and occupied subject to the following provisions, covenants, conditions and restrictions (hereinafter sometimes collectively referred to as "Covenants"), all Supplemental Declarations previously recorded in the Teton

County Clerk's Office in Book 92 of Photo, pages 545 to 554, Book 112 of Photo, pages 15 to 21 and Book 112 of Photo, pages 22 to 28, all of which are for the purpose of enhancing and protecting the character, values, desirability and attractiveness of said real property. The covenants shall run with said real property and shall be binding on all parties having or acquiring any right, title or interest in said real property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of the Association and each owner thereof. Any conveyance, transfer, sale, assignment, lease or sublease of said real property will and hereby is deemed to incorporate by reference the provisions of this Declaration and the covenants herein contained.

#### ARTICLE I - DEFINITIONS

As used herein, the following terms shall be defined as in this Article provided:

Section 1. Articles. The term "Articles" shall mean the Articles of Incorporation of the Association, as the same may from time to time be amended.

Section 2. Assessment. The term "Assessment" shall mean and refer to any Assessment duly made and levied by the Association pursuant to Article 9 hereof.

Section 3. Association. The term "Association" shall mean and refer to Rivermeadows Homeowners Association, Inc., a Wyoming Nonprofit Corporation, formed and incorporated to be and constitute the Association to which reference is made in this Declaration, and its successors and assigns, whether by way of merger, consolidation, transfer or otherwise. The Association shall include, when the context requires, its Board of Directors, officers and duly authorized representatives and agents as the same, or any of them, may from time to time be constituted.

Section 4. Association Property. The term "Association Property" shall mean and refer to a real property, if any, which has been or is hereafter conveyed in fee to the Association together with all improvements existing or from time to time constructed thereon.

Section 5. Board. The term "Board" shall mean and refer to the Board of Directors of the Association as the same may from time to time be constituted.

Section 6. Bylaws. The term "Bylaws" shall mean and refer to the duly adopted Bylaws of the Association, as the same may from time to time be amended.

Section 7. Condominium. The term "Condominium" shall mean and refer to a condominium estate as defined in the Condominium Ownership Act of the State of Wyoming.

Section 8. Covenants. The term "Covenants" shall refer to this Declaration of Covenants, Conditions and Restrictions or to Supplemental Declarations.

Section 9. Declarant. The term "Declarant" shall mean and refer to Donald H. Albrecht, Joanne Albrecht and Newport View, a partnership, their successors and assigns, under an instrument specifically designating such successor or assign as a successor or assign under this Declaration.

Section 10. Declarant's Development Period. The term "Declarant's Development Period" shall mean and refer to the period of time, commencing on the date of execution hereof, during which Declarant or any successor Declarant continues to develop, or retain for further development, land contiguous to the Subject Property; provided, that this period shall terminate upon Declarant's notice of such termination or on September 28, 1999.

Section 11. Design Committee. The term "Design Committee" shall mean and refer to the committee created pursuant to Article 4 hereof.

Section 12. Design Committee Criteria. The term "Design Committee Criteria" shall mean and refer to the criteria adopted by the Design Committee pursuant to Article 5, Section 4 hereof.

Section 13. Dwelling Unit. The term "Dwelling Unit" shall mean and refer to a single enclosed room or series of interconnected enclosed rooms within a structure intended for dwelling purposes located on a Multiple Unit Parcel and shall include a condominium and/or townhouse.

Section 14. Excavation. The term "excavation" shall mean and refer to any disturbance of the land (except to the extent reasonably necessary for planting) which results in the removal of earth, rock, or other substances from a depth of more than twelve (12) inches below the natural surface of such land.

Section 15. Fill. The term "fill" shall mean and refer to any addition of rock or earth materials to the surface of land which increases the natural elevation of such surface by more than twelve (12) inches.

Section 16. General Common Area. The term "general common area" shall mean and refer to those areas devoted to the common use and enjoyment of all residents of Rivermeadows, as shown on a recorded subdivision plat or as decided by the Declarant.

Section 17. Improvements. The term "improvements" shall include but not be limited to any buildings, out-buildings, roads, driveways, parking areas, fences, retaining walls, stairs, decks, hedges, windbreaks, patios, poles, signs, and any other structures of any type of kind.

Section 18. Limited Common Area. The term "limited common area" shall mean and refer to those areas devoted to the common use and enjoyment of owners of dwelling units in a particular Multiple Unit Parcel, as shown on a recorded subdivision plat, or as decided by the Declarant.

Section 19. Lot. The term "lot" shall mean and refer to any parcel of real property shown on a recorded plat or map, or otherwise described in a recorded instrument, which is clearly identified as an individual lot to be used as a single family residential building site. The term lot shall also mean unit when such is platted and capable of being sold as a single family residence.

Section 20. Member. The term "member" shall mean and refer to every person or entity who holds membership in the Association, whether Special Membership or Regular Membership as more particularly described in Article 8 hereof.



Section 21. Mortgage. The term "mortgage" shall mean and refer to any security device encumbering all or any portion of the Subject Property and as used herein the term "mortgage" shall include a deed of trust.

Section 22. Mortgagee. The term "mortgagee" shall mean and refer to the record owner of a beneficial interest under a Mortgage.

Section 23. Multiple Unit Parcel. The term "multiple unit parcel" shall mean and refer to any parcel of the Real Property shown on a recorded plat or map, or otherwise described in a recorded instrument, which is clearly identified as a site for Dwelling Units and areas for the common use of the Owners of Dwelling Units.

Section 24. Owner. The term "owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to, or a leasehold estate (having an original term of at least five (5) years) in all or any portion of the Subject Property, including contract sellers, but excluding those having an interest in the Subject Property merely as security for the performance of an obligation.

Section 25. Perimeter Fences. The term "perimeter fences" shall mean and refer to the fences and other forms of dividers constructed by Declarant along the border of the Ranch and Recreational Area in accordance with a fencing plan approved by the Design Committee.

Section 26. Ranch and Recreation Area. The term "ranch and recreation area" shall mean and refer to all that real property designated as either "ranch lots" or as "tracts" on a recorded plat or map and not clearly identified on a recorded plat or map, or in a recorded instrument, as a (i) Lot, (ii) Multiple Unit Parcel, (iii) Road, or (iv) other specifically designated land use classifications.

Section 27. Record; Recorded. The term "record" or "recorded" shall mean, with respect to any document, that said documents shall have been recorded in the Office of the County Clerk of Teton County, State of Wyoming.

Section 28. Recreation Facility. The term "recreation facility" shall mean and refer to any improvement used for or in connection with any recreational or social purpose, located on the Ranch and Recreation Area, or on Association Property.

Section 29. Residence. The term "residence" shall mean a single-family residence structure, plus such other improvements and structures as are necessary or customarily incident thereto, on a Lot.

Section 30. Road. The term "road" shall mean and refer to any graded and improved vehicular way now or hereafter located or constructed within or upon a portion of the Subject Property and designated as a private roadway on any recorded plat or map, or described in a recorded instrument, and shall include roads, drives, lanes, courts, circles and places, all of which shall be dedicated to the Association for repair and maintenance responsibility.

Section 31. Structure. The term "structure" shall mean and refer to anything constructed or erected on real property, the use of which requires location on the ground or attachment to something having location on the ground.

Section 32. Supplemental Declaration. The term "Supplemental Declaration" shall mean any recorded instrument by which real property is annexed to the Subject Property and/or which is intended to supplement the provisions of this Declaration.

Section 33. Book of Resolutions. The term "Book of Resolutions" shall mean and refer to the document containing rules and regulations and policies adopted by the Board as the same may be from time to time amended.

#### ARTICLE II - ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Right of Annexation. Declarant shall have the right, from time to time, in the exercise of its sole discretion, to annex or cause to be annexed additional real property to the Subject Property and, thereby, add such property to the plan of this Declaration without the consent of the Association or its Members; provided, however, that any such annexation shall be

accomplished pursuant to this Article II on or before September 28, 1999. Notwithstanding the provisions of this paragraph, no provisions of this Declaration shall be construed to require the Declarant or any other person or entity to annex any real property to the scope of this Declaration. If, however, additional property is so annexed the additions may include a wide diversity of housing types, styles, and recreational facilities.

Section 2. Method of Annexation. Annexation of real property authorized under Section 1 hereof shall be accomplished by filing of record in the Office of the County Clerk of Teton County, Wyoming, a Supplemental Declaration describing the real property to be annexed and extending the plan of this Declaration to such real property.

Section 3. Supplemental Declarations. Each Supplemental Declaration contemplated by Section 2 hereof may contain such additional or different provisions, covenants, conditions and restrictions not found in the Covenants of this Declaration, provided that such shall be necessary to reflect the different character, if any, of the annexed real property or the various housing or community style characteristics and development approaches and shall not be inconsistent with the general plan of this Declaration. Said additional provisions may include, but need not be limited to, provisions for special maintenance, Multiple Unit Parcel assessment, use restrictions, limited common areas, party walls, parking regulations and any other matters of common concern to owners of any lots or dwelling units in the annexed property. No provisions, covenants, conditions or restrictions contained in a Supplemental Declaration shall be considered applicable to any real property except real property described in a Supplemental Declaration unless otherwise expressly provided.

Section 4. Effect of Annexation. Upon the recording of a Supplemental Declaration, all the real property described or covered by the Supplemental Declaration shall be and shall be deemed subject to all of the Covenants contained in this Declaration as if, and to the same effect as, the annexed real property

was part of the Subject Property (the real property originally specified in and subject to this Declaration) except as specifically stated in the Supplemental Declaration, and to the additional or different provisions, covenants, conditions and restrictions, which may be stated in the Supplemental Declaration; and the Association shall have and shall accept and exercise jurisdiction over such property as part of the Subject Property. In the event of conflict or inconsistency between a Supplemental Declaration and this Declaration, the terms of the Supplemental Declaration shall prevail as to the particular real property described or covered by that Supplemental Declaration

### ARTICLE III

#### PROVISIONS APPLICABLE TO PARTICULAR LAND CLASSIFICATIONS

Section 1. Lot Restrictions. Each Lot shall be used exclusively for residential living purposes and such purposes as are customarily incident thereto, including the leasing thereof. Furthermore, unless otherwise specified on a recorded plat or map, or in a Supplemental Declaration covering the Lot, the following shall apply to each lot:

(a) Improvement. No Lot shall be improved except with a residence structure designed to accommodate no more than a single family and its servants and occasional guests plus such other improvements and structures as are necessary or customarily incident thereto;

(b) Construction. Unless otherwise expressly approved in writing by the Design Committee, no used structure or improvement constructed or erected upon other real property shall be moved from another location to any Lot, and all construction on any Lot shall be first approved by the Design Committee, with new materials and shall be prosecuted diligently and continuously from the commencement thereof until completion;

(c) Guest House. No detached guest house constructed on a Lot shall have its own, separate kitchen facilities, unless incorporated in a detached garage serving the main dwelling unit;

(d) Detached Structures. No structures or above ground improvements shall be permitted on any Lot which are detached or separated from the principal residence structure unless located within a reasonably compact area adjacent to the principal residence structure and unless designed as a single visual element, connected or related visually with the principal residence structure by fencing or other architectural features;

(e) Parking. No residence shall be constructed on a Lot unless provision is made on that Lot for not less than two enclosed garage stalls and two guest parking spaces and constructed and located in such manner, as shall be approved by the Design Committee.

(f) Minimum Floor Area. The residence shall have a minimum living floor area of the number of square feet, exclusive of garages, porches, patios and accessory structures, specified in a Supplemental Declaration, covering the Lot;

(g) Height Limitation. No residence and no other structure or aboveground improvement shall rise more than the number of stories or number of feet specified in a Supplemental Declaration, covering the Lot;

(h) Setback Requirements. All aboveground improvements, except landscaping and necessary crossings by access drive-ways, bridges or paths, shall be set back at the distance from the boundaries of the Lot established by setback lines specified in a Supplemental Declaration, covering the Lot;

(i) Grading and Landscaping. No on-site excavation or fill shall be allowed until approved in writing by the Design Committee, and grading, excavation or fill shall reflect the natural topography of the site and shall be replanted with plant materials which shall blend with the native vegetation in accordance with a landscaping plan approved by the Design Committee;

(j) Subdivision. No Lot may be divided or subdivided or a fractional portion thereof sold or conveyed so as to be held in divided ownership. Notwithstanding the foregoing, Owners of adjoining Lots may sell or purchase adjoining property in any manner permitted by law to accomplish relocation of the boundary line between such Lots if such sale and purchase will not cause or result in a violation of any setback, building or other restriction herein contained or in any Supplemental Declaration or shown on a recorded plat or map. In such cases, the new boundary line thus established shall be deemed the new boundary line between the respective Lots but no setback lines, easements, or land uses for such properties with respect to the former boundary line or otherwise shall be changed or shifted by reason of the change of boundary line; and

(k) Combining Lots. Two or more adjoining Lots owned by a single Owner may be combined and developed as one Lot but shall thereafter be deemed one Lot, and may not thereafter be split and developed separately, provided that the Owner elects to do so in writing and duly records same in the Office of the County Clerk, Teton County, Wyoming.

Section 2. Multiple Unit Parcel Restrictions. Each Multiple Unit Parcel shall be used exclusively for dwelling purposes and such purposes as are customarily incident thereto. Furthermore, unless otherwise specified on a recorded plat or map, or in a Supplemental Declaration, covering the Multiple Unit Parcel, the following shall apply to each Multiple Unit Parcel:

(a) Improvements. No Multiple Unit Parcel shall be improved with more than the principal structures containing the number of Dwelling Units which may be specified for the Multiple Unit Parcel on a recorded plat or map, or in a Supplemental Declaration, covering the Multiple Unit Parcel, plus other improvements and structures as are necessary or customarily incident to any such principal structures;

(b) Construction. Unless otherwise expressly approved in writing by the Design Committee, no used structure or improvement constructed or erected upon other real property

shall be moved from another location to any Multiple Unit Parcel, and all construction on any Multiple Unit Parcel shall be with new materials and shall be prosecuted diligently and continuously from the commencement thereof until the same is completed;

(c) Detached Structures. No structures or aboveground improvements shall be permitted on any Multiple Unit Parcel which are detached or separated from a principal structure unless located within a reasonably compact area adjacent to a principal structure and unless designed as a single visual element, connected or related visually with that principal structure by fencing or other architectural features;

(d) Parking. Structures constructed or erected on a Multiple Unit Parcel shall provide for the number of parking spaces constructed and located in such a manner as specified in a Supplemental Declaration covering the Multiple Unit Parcel;

(e) Minimum Floor Area. Each Dwelling Unit within a structure shall have a minimum floor area of the number of square feet, exclusive of garages, porches, patios and accessory structures, specified in a Supplemental Declaration covering the Multiple Unit Parcel;

(f) Height Limitation. No principal structure and no other structure or aboveground improvement shall rise more than the number of stories or more than the number of feet which may be specified in a Supplemental Declaration covering the Multiple Unit Parcel;

(g) Setback Requirements. All aboveground improvements, except landscaping and necessary crossings by access driveways, bridges or paths, shall be set back at least the distance from the boundaries of the Multiple Unit Parcel established by setback lines shown on a recorded plat or map, or specified in a Supplemental Declaration, covering the Multiple Unit Parcel;

(h) Grading. No on-site excavation or fill shall be allowed until approved in writing by the Design Committee and grading, excavation and fill shall reflect the natural topography of the site and shall be replanted with plant material which shall blend with native vegetation in accordance with a landscaping plan approved by the Design Committee;

(i) Subdivision. No Multiple Unit Parcel may be divided or subdivided, or a fractional portion thereof sold or conveyed so as to be held in divided ownership; provided that all or any portion of a Multiple Unit Parcel may be divided and sold or conveyed as condominiums or townhouses;

(j) Maintenance. Each Multiple Unit Parcel and any improvements thereon shall be maintained by the Owner or Owners thereof, or the Association, at the sole cost and expense of such owner or Owners, in the manner and to the extent provided for herein or in any Supplemental Declaration.

Section 3. Restrictions Applicable to Lots and Multiple Unit Parcels Alike. The following restrictions are applicable to Lots and Multiple Unit Parcels:

(a) Occupancy Limitations. No residence structure on any Lot and no Dwelling Unit in any structure on a Multiple Unit Parcel shall be used for dwelling purposes by more persons than it was designed to accommodate comfortably. No portion

of a Lot or Multiple Unit Parcel shall be used as a residence or for living purposes other than the permitted residence structure on a Lot or a Dwelling Unit in any permitted structure constructed on a Multiple Unit Parcel;

(b) Maintenance. To the extent that exterior maintenance is not provided for in a Supplemental Declaration, each owner shall keep all Lots and the exteriors of improvements thereon and the exteriors and surrounding areas of all Dwelling Units and other structures and improvements on a Multiple Unit Parcel in good order and repair, and in a clean, safe, attractive and sightly condition;

(c) No Temporary Structures. No structures of a temporary character, mobile homes, trailers, tents, shacks, garages, barns or other outbuildings shall be used on any Lot or Multiple Unit Parcel as a residence either temporarily or permanently and all temporary structures on any Lot or Multiple Unit Parcel during construction must be approved by the Design Committee and must be removed when construction is completed.

(d) Drainage. The established drainage pattern from, on or over any Lot or Multiple Unit Parcel shall not be obstructed, altered or in any way modified, unless previous written consent is obtained from the Design Committee;

(e) Livestock and Pets. No domestic animals or fowl totaling more than three (3) generally recognized house or yard pets shall be maintained on any lot or multiple unit parcel. If an owner chooses to keep house or yard pets, said owner shall at all times have them under his or her control, whether within the owner's lot or in any other location within the Property. Animals shall not be permitted to roam at will, and at the option of the Declarant or the Association, steps may be taken to control any animals not under immediate control of their owners, including the right to impound animals not under such control and charge substantial fees to their owner for their return. The Declarant and Association shall have the right to adopt further rules and regulations to enforce this provision.

No horses shall be kept or otherwise maintained within lots or multiple unit parcels. Further, no horses shall be ridden or otherwise permitted on any of the ranch and recreation areas or the common properties except in those areas specifically designated by the Declarant for such purpose.

(f) Unsightliness. No unsightliness shall be permitted on any Lot or any Multiple Unit Parcel. Without limiting the generality of the foregoing: (1) all unsightly structures, facilities, equipment objects and conditions shall be enclosed within an approved structure or appropriately screened from view; (2) trailers, mobile homes, trucks, boats, tractors, vehicles, automobiles, campers whether or not on a truck, snow removal equipment and garden or maintenance equipment shall be kept at all times, except when in actual use, within an enclosed structure; (3) refuse, garage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view; (4) service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view; (5) pipes for water, gas, sewer, drainage or other purposes and wires, poles, antennae and other facilities for the transmission or reception of audio or visual signals or electricity, and utility meters or other utility facilities and gas, oil, water or other tanks, and sewage disposal systems or devices shall be kept and maintained within an enclosed structure or



below the surface of the ground; (6) no lumber, grass, shrub or tree clippings or plat waste, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate; and (7) all rubbish, trash and garbage shall be regularly removed from each Lot and the Multiple Unit Parcel and shall not be allowed to accumulate thereon. Notwithstanding the foregoing, if at the time of the occupancy of any approved structure, connections to a nearby underground electricity line or telephone line are not available, then temporary poles or wires for electricity, or telephone service, as the case may be, may be installed to a reasonably necessary height provided that they shall be promptly removed at the expense of the Owner after the availability of connections to nearby underground lines or cables. If, at the time of the occupancy of any approved structure, a connection to a nearby television cable is not available, and if a signal from a booster or translator is not being produced into the area, an Owner may install a temporary antennae inside the structure or otherwise not visible from adjacent property. If at any time a connection to a nearby television cable becomes available, each Owner shall remove promptly at his expense all television antennae previously installed;

(g) Motor Vehicles. All motor vehicles, including, without limitation, automobiles, trucks, , motorcycles, dune buggies, trail bikes, all-terrain vehicles, snowmobiles and other types of recreational vehicles must have mufflers on their exhaust systems and shall be driven only on Roads and ranch and recreation areas specifically designated for such use, and in case of recreational vehicles such as dune buggies, trail bikes, all-terrain vehicles, snowmobiles and the like, they shall be driven only in areas where their use is authorized and may not be operated in the vicinity of the Subject Property;

(h) No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot or any Multiple Unit Parcel nor shall anything be done or placed thereon which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of any Lot or any Multiple Unit Parcel, shall be placed thereon;

(i) No Annoying Lights, Sounds or Odors. No light shall be emitted from any Lot or Multiple Unit Parcel which is unreasonably bright or causes unreasonable glare; no sound shall be emitted on any Lot or Multiple Unit Parcel which is unreasonably loud or annoying; and no odor shall be emitted on any Lot or Multiple Unit Parcel which is noxious or offensive to others;

(j) No Hazardous Activities. No activities shall be conducted on any Lot or Multiple Unit Parcel and no improvements constructed thereon which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot or Multiple Unit Parcel, and no open fires shall be lighted or permitted on any Lot or Multiple Unit Parcel except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace;

(k) Fences. No fence, hedge, wall or other dividing structure shall be permitted on any Lot or Multiple Unit Parcel unless approved by the Design Committee, provided, however, that the foregoing shall have no applicability to the Perimeter Fences;



(1) Signs. No signs or advertising devices of any nature shall be erected or maintained on any Lot or Multiple Unit Parcel except (i) as necessary to identify the ownership thereof and its address; (ii) not more than one "for sale" or "for rent" sign, having a maximum face area of three square feet per lot or per Dwelling Unit on a Multiple Unit Parcel, (iii) as shall be necessary or desirable to give direction, advise of rules and regulations, or caution or warn of danger; and (iv) such signs as may be otherwise required by law. Any signs which are permitted under the foregoing restrictions shall be erected or maintained on a Lot or Multiple Unit Parcel only with the Prior written approval of the Design Committee which approval shall be given only if such signs shall be of attractive design in keeping with the scenic and rustic nature of the area and shall be as small in size as is reasonably possible and shall be placed or located as directed or approved by the Design Committee; and

(m) No Mining and Drilling. No Lot or Multiple Unit Parcel shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth.

Section 4. Ranch and Recreation Area Restrictions. The Ranch and Recreation Area shall be used exclusively by the Owner or Owners of the Ranch and Recreation Area for ranching operations included but not limited to animal husbandry and agricultural purposes and such purposes as are customarily incident thereto; and the Owner or Owners of the Ranch and Recreation Area shall be permitted:

- (a) To conduct such ranching operations as a commercial activity on the Ranch and Recreation Area;
- (b) To construct and maintain on the Ranch and Recreation Area such residential structures as shall be necessary to house the family, servants, ranch employees and occasional guests of the Owner or Owners of the Ranch and Recreation Area and such structures as are necessary or customarily found on ranches and farms including, without limitation, barns, silos, sheds, outbuildings, corrals and pens, provided that the same shall be adjacent to or in the vicinity of existing structures and improvements, shall not substantially impair or impede the view from a Lot or Multiple Unit Parcel, and shall not otherwise unreasonably interfere with the use and enjoyment of the Lots and Multiple Unit Parcels by their respective owners;
- (c) To construct and maintain Perimeter Fences;
- (d) To keep and maintain livestock and farm animals on the Ranch and Recreation Area so long as reasonable means are taken to keep such livestock and animals within the boundaries of the Ranch and Recreation Area and off the Lots and Multiple Unit Parcels; and
- (e) To keep, store and use on and upon the Ranch and Recreational Area all types and kinds of vehicles, tractors, equipment and tools necessary or customarily found on ranches and farms.

Notwithstanding the foregoing, the Owner or Owners use of the Ranch and Recreation Area shall not use this land in such a manner so as to unreasonably alter the appearance of such areas by over grazing, removal of trees or building structures or conduct any other use of such areas substantially inconsistent with the environmental and scenic qualities currently available to the present and future Lot and Multiple Unit Parcel owners.

Section 5. Roads. Roads shall be used for roadway and street purposes subject to the rules and regulations of the Association and shall be maintained by the Association as hereinafter provided.

#### ARTICLE IV - DESIGN COMMITTEE

Section 1. Members. The Design Committee shall consist of three members. There may be designated one or more alternate members for each regular member of the Design Committee each of whom shall be authorized to act in the place and stead of the member for whom he is an alternate in the event of that member's absence or inability to act. Members and alternate members of the Design Committee shall be appointed by and shall serve at the pleasure of Declarant, during Declarant's development period, provided that, at any time, Declarant may assign the right to appoint and remove one or more members and alternate members of the Design Committee to the Association. Declarant or, after assignment of the right to appoint and remove a majority of the members and alternate members to the Association, then the Association shall promptly furnish the names and addresses of the current members and alternate members of the Design Committee to any interested person and the name and address to which all notices and communications to the Design Committee should be directed. Members and alternate members may receive compensation as set by the Association, but in any event shall be reimbursed by Declarant or the Association, whichever has the right to appoint or remove a majority of the members, for actual and reasonable expenses incurred. All members of the Design Committee shall be indemnified and held harmless by the Association from liability, damages and expenses for any decision or action they

may make while acting within the scope and course of their duties.

Section 2. Term. Each of the persons designated as a member or alternative member of the Design Committee shall service until such time as he has resigned by giving written notice of his resignation to Declarant or to the Association, whoever has the right to appoint or remove him as a member or alternative member, or until he has been removed or his successor has been appointed.

Section 3. Duties. It shall be the duty of the Design Committee to consider and act upon all proposed changes on the existing state of property, to formulate Design Committee Criteria, and to perform such other duties as are delegated to it hereunder or under any Supplemental Declaration.

Section 4. Meeting. The Design Committee shall meet from time to time as necessary to perform its duties properly.

Section 5. Action by Design Committee. The vote or written consent of any two members shall constitute action of the Design Committee. The Design Committee shall report in writing all approvals and disapprovals of any changes the existing state of property to Declarant or to the Association, whichever then has the right to appoint and remove a majority of the members and Declarant or the Association, as the case may be, shall keep a permanent record of all such reported action.

Section 6. Limitation on Liability. Neither the Design Committee nor any member thereof, nor the Association, nor any director, officer, nor Declarant nor any agent or employe of any of the foregoing shall be liable to any party for any action or for any failure to act under or pursuant to or with respect to any provision of this Declaration provided only that the person or entity sought to be charged with any liability shall have acted in good faith.

#### ARTICLE V - REQUIRED APPROVAL OF ALL CHANGES

##### Section 1. Change in the Existing State of Property.

"Change in the Existing State of Property" shall mean and include,

without limitation, the construction or reconstruction of any building, structure or other improvement, including utility facilities, the making or creation of any excavation, fill or similar disturbance of the surface of land including, without limitation, change of grade, stream bed, ground level or drainage pattern; the clearing, marring, defacing or damaging of trees, shrubs or other growing things; the landscaping or planting of trees, shrubs, lawns or plants; or any change, alteration or refinishing, including without limitation, any change of color, texture or exterior appearance, of any previously approved change in the existing state of the property, insofar as the same shall apply to any Lot, Multiple Unit Parcel or each parcel of property under any other land classification designation specified in any Supplemental Declaration, but in no event with respect to the Ranch and Recreation Area.

Section 2. Approval of Change in Existing State Required.

No change in the existing site of property shall be made or permitted, except by Declarant, without the prior written approval of the Design Committee and without compliance with this Article V. The following paragraphs of this Article V shall not be applicable to any change in the existing state of property undertaken by Declarant or any duly authorized agent or representative of Declarant.

Section 3. Design Committee Approval. The Design Committee shall have complete discretion to approve or disapprove any change in the existing state of property. The Design Committee shall exercise such discretion with the following objectives in mind: to carry out the general purposes expressed in this Declaration; to prevent violation of any specific provision of this Declaration or any Supplemental Declaration; to prevent any change which would be unsafe or hazardous to any persons or property; to minimize, as in the sole discretion of the Design Committee is reasonable under circumstances, obstruction or diminution of the view of others; to preserve visual continuity of the area and to prevent a marked or unnecessary transition between

improved and unimproved areas and any sharp definition of boundaries of property ownership; to assure that any change will be of good and attractive design and in harmony with the rustic and natural setting of the area and will serve to preserve and enhance existing features of natural beauty; to avoid duplication; to assure that materials and workmanship for all improvements are of high quality comparable to other improvements in the area; and to assure that any change will require as little maintenance as possible so as to assure a better appearing area under all conditions.

Section 4. Design Committee Criteria. The Design Committee shall adopt criteria consistent with Section 3 by which it intends to exercise its discretion with regard to approval or disapproval of any change in the existing state of property. The Design Committee Criteria as formulated by the Design Committee from time to time shall be set forth in a writing which shall be made available to Owners of Lots, Multiple Unit Parcels and parcels of property under any other land classification designation specified in any Supplemental Declaration.

Section 5. Conditions Precedent to Approval. Prior to expenditures of any substantial time or funds in the planning of any proposed change in the existing state of property, the Owner shall advise the Design Committee in writing of the general nature of the proposed change; shall, if requested by the Design Committee, meet with a member or members of the Design Committee to discuss the proposed change in the existing state of property; shall read or become familiar with the Design Committee Criteria formulated by the Design Committee; and shall, if requested by the Design Committee, furnish the Design Committee with preliminary plans and specifications for comment and review. After the nature and scope of a proposed change in existing state of property is determined and prior to the commencement of work to accomplish it, the Design Committee shall be furnished in duplicate, by the Owner, with a complete and full description of the proposed change in the existing state of property, in writing and

with a plot plan covering the particular Lot, Multiple Unit parcel or other parcel of property, drawn to such scale as may be reasonably required by the Design Committee, showing all boundaries, showing existing and proposed contour lines and elevations at reasonably detailed intervals, showing all existing and proposed improvements, showing the existing and proposed drainage pattern, showing the existing and proposed utility and sanitation facilities, showing the existing or proposed substantial trees or shrubs, and setting forth the proposed schedule for completion. There shall also be furnished to the Design Committee any and all further information with respect to the proposed change in the existing state of property which the Design Committee may reasonably require to permit it to make an informed decision on whether or not to grant approval to the change in the existing state of property. If the drainage pattern will be affected by any change in the existing state of property, the Design Committee may require submission of a report on the effect by a qualified engineer or geologist. With respect to all structures, the Design Committee may require submission, in duplicate, of floor plans, elevation drawings, and final working drawings, all drawn to such scale as may be reasonably required by the Design Committee; descriptions of exterior materials and colors and samples of the same; and final construction specifications. Where buildings or structures or other improvements which reasonably require plans and specifications are proposed to be constructed or built, the Design Committee may require that the plans and specifications be prepared by a practicing licensed architect and that a fee of up to \$100.00 be paid to the Association or authorized agent to cover costs and expenses of review. Prior to giving approval to a proposed change in existing state of property, at least one member of the Design Committee shall physically inspect the Property. No proposed change in the existing state of property shall be deemed to have been approved by the Design Committee unless its approval is in writing executed by at least two members of the Design Committee provided that approval shall be

deemed given if the Design Committee fails to approve or disapprove a proposed change in the existing state of property or to make additional requirements or request additional information within 45 days after a full and complete description of the proposed change in the existing state of property has been furnished in writing to the Design Committee with a written and specific request for approval.

Section 6. Prosecution of Work After Approval. After approval by the Design Committee, any proposed change in the existing state of property shall be accomplished as promptly and diligently as possible and in substantial conformity with the description of the proposed change in the existing state of property and with any plans and specifications therefor given to the Design Committee. Failure to accomplish the change in the existing state of property within one year after the date of approval or to complete the proposed change in the existing state of property substantially in conformity with the description thereof and plans and specifications therefor shall operate to automatically revoke the approval of the proposed change in the existing state of property and, upon demand by the Design Committee, the Property shall be restored as nearly as possible to its state existing prior to any work in connection with the proposed change in the existing state of property. The Design Committee and its duly appointed agents may enter upon any property at any reasonable time or times to inspect the progress or status of any change in the existing state of property being made or which may have been made.

Section 7. Failure to Comply. If the Design Committee shall find that any change in the existing state of property shall have been undertaken without the approval of the Design Committee in violation of the provisions of this Article V, it shall immediately notify the Association which shall have the right to remove any such change in the existing state of property at the sole cost and expense of the Owner or Owners of the Lot, Multiple Unit Parcel, or other parcel of Property.

If the Design Committee shall find that a change in the existing state of property was not completed in substantial conformity with the description thereof and any plans and specifications therefor as approved by the Design Committee, the Design Committee shall notify the Owner or Owners of such noncompliance and require remedy of such noncompliance. If within sixty (60) days from the date of such notification, the Owner or Owners shall have failed to remedy the noncompliance, the Design Committee shall notify the Association which shall have the right, at its option, to remove the change in the existing state of property or to remedy the noncompliance, in either case at the sole cost and expense of the Owner or Owners of the Lot, Multiple Unit Parcel, or other parcel of property.

Section 8. Certificates and Notices. Upon request of the Owner, the Design Committee shall record a certificate of completion and compliance upon completion of the change in existing state of property after having inspected the change in the existing state of property and satisfied itself that the change in existing state of property was completed strictly in accordance with the description thereof and the plans and specifications therefor. The Design Committee shall have the right and authority to record a notice to show that any particular change in the existing state of property has not been approved or that any approval given has been automatically revoked as provided in Section 6.

Section 9. Waiver. The approval of the Design Committee of the plans and specifications for any change in the existing state of property shall not be deemed to be a waiver by the Design Committee of its rights to object to any of the features or elements embodied in any other plans and specifications for another change in the existing state of property, nor shall such approval be construed as in any manner modifying, altering or waiving any of the covenants of this Declaration or any covenants, conditions, restrictions or provisions in any Supplemental Declaration.



Section 10. Presumption of Compliance. All of the changes in the existing state of property heretofore or hereafter undertaken by Declarant or his agents or representatives on any Lot, Multiple Unit Parcel, or any parcels of property under any other land classification specified in any Supplemental Declaration shall be conclusively presumed in compliance with the provisions of this Article V.

#### ARTICLE VI - VARIANCES

Section 1. Variances by Design Committee. The Design Committee may authorize variances from compliance with any of the covenants contained in this Declaration or any Supplemental Declaration when circumstances such as topography, natural obstructions or hardship may require; provided, however, that such variances shall be authorized in conformity with the intent and purposes of this Declaration and provided further that in every instance such variance will not be materially detrimental or injurious to the other property covered by this Declaration. Such variances must be evidenced in writing.

Section 2. Effect of Variances. If a variance is granted by the Design Committee, no violation of the covenants contained in this Declaration or the provisions, covenants, conditions and restrictions contained in any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the covenants contained in this Declaration or the provisions, covenants, conditions and restrictions contained in any Supplemental Declaration for any purpose except as to the particular property and particular provision covered by the variance.

#### ARTICLE VII - ASSOCIATION

Section 1. General Purposes and Powers. The Association has been formed by Declarant as a nonprofit Wyoming Corporation by the filing of the Articles. Its affairs shall be governed by the Articles and Bylaws. The Association shall be obligated and shall assume and perform all functions and obligations imposed on

it or contemplated for it under this Declaration and any similar functions or obligations imposed on it or contemplated for it under any Supplemental Declaration. The Association shall have all powers necessary or desirable to effectuate these purposes.

Section 2. Dissolution. In the event that the Association as a corporate entity is dissolved, a nonprofit, unincorporated association shall forthwith and without further action or notice be formed and succeed to all rights and obligations of the Association hereunder. Said unincorporated association shall govern its affairs in accordance with the laws of the State of Wyoming and, to the extent not inconsistent therewith, by the Articles and the Bylaws, respectively, as if they were created for the purpose of governing the affairs of an unincorporated association. In the event of such dissolution, each Member of the Association shall be a member of the unincorporated association, shall have an equal, underlying beneficial interest in all of the Association's property transferred to or for the account or benefit of said unincorporated association in direct proportion to the number of Lots or Dwelling Units owned by such member; provided, however, that there shall be no judicial partition of such property or any part thereof, nor shall any such member or other person acquiring any interest in said property, or any part thereof, seek any such judicial partition. Immediately prior to such dissolution, the Association shall convey all real property vested in it to a title company or other independent trustee for the benefit of the unincorporated association and for the benefit of its members.

Section 3. Duties of Association. The Association shall, in addition to such obligations, duties and functions as are assigned to it by other provisions of this Declaration and any Supplemental Declarations, have the obligations, duties and functions to do and perform each of the following for the benefit of the Owners, and members, and for the maintenance, administration and improvement of the Subject Property, the Association Property, the Recreational Facilities, the Common Areas or any other property as may be required or appropriate:

(a) Receive, Hold and Maintain Property. The Association shall be obligated to and shall accept title to any real property or interest therein, including improvements thereon, or to any personal property or equipment, existing on the Subject Property as of the date of recording of this instrument, when, as and if granted or furnished by Declarant. The Association shall also be obligated to and shall accept the benefits and burdens associated with any licenses, easements, leases or other instruments conveying rights in and to real property made by Declarant. In each and every instance, the Association shall hold the title, interest or rights granted, furnished or conveyed for the benefit of its members and shall maintain and preserve same for the benefit of its members. With respect to any such property or rights, and any other property or rights acquired or held by the Association, the Association shall be obligated insofar as applicable in the particular circumstance to pay all rents, fees, taxes and assessments relating to, and necessary to preserve, same; adequately and fully insure all of said property against casualty loss as hereinafter provided; provide for the best and highest quality care, operation, management, maintenance, repair and replacement of the same; remove snow from the same as necessary for their customary use and enjoyment; maintain plants, trees and shrubs provided or existing thereon; and maintain lighting provided or existing thereof; and maintain the streets, roads, walks or drives provided or existing thereon, (excluding county roads).

(b) Road and Easement Maintenance Function. Consistent with the Design Committee Criteria as they apply to such matters, the Association shall be obligated to and shall provide for the best and highest quality care, operation, management, maintenance, repair and replacement of the Association Property; and shall further be obligated to and shall provide for the best and highest quality care, operation, management, maintenance, repair and replacement of all easements established or provided for some or all Owners, and of any and all Roads and drainage easements and drainage pipes or facilities within the same which may be established or provided.

*insurance  
for pool* →  
(c) Insurance Function. The Association shall be obligated to and shall obtain and keep in full force and effect at all times at least the following insurance coverage. The Association shall obtain casualty insurance with respect to all insurable property of the Association insuring the full replacement value thereof, including coverage for fire and extended coverage, vandalism and malicious mischief. The Association shall obtain broad form comprehensive liability insurance coverage, covering both public liability and automobile liability, with limits of not less than \$1,000,000 for each person and not less than \$2,000,000 for each occurrence and with property damage limits of not less than \$500,000 for each accident. All insurance may contain such deductible provisions as good business practice may dictate. All insurance shall name the Association and Declarant as additional insureds and shall, to the extent reasonably possible, cover each owner of a Lot, Multiple Unit Parcel or other parcel, without any such Owner necessarily being specifically named. The Association shall provide Declarant, upon request, with certificates evidencing such insurance and copies of the insurance policies.

(d) Taxes. To the extent not assessed to or paid by Owners, the Association shall pay all real property taxes and assessments levied on the Association Property. It is the intent of this Declaration that inasmuch as the interest of each Owner to use and enjoy the Association Property, including any limited common area effectively appurtenant to

such Owner's Lot or Dwelling Unit, is an interest in real property (in the nature of an equitable servitude) on a proportionate basis appurtenant to each Lot or Dwelling Unit, the value of the interest of each Owner in such Association Property (and of certain Dwelling Unit Owners in limited common areas) shall be included in the tax assessment for each such Lot or Dwelling Unit and as a result any assessment directly against such Association Property as limited common area should be of a nominal nature reflecting that the full value of the same should be included in the several assessments of the various Lots and Dwelling Units.

(e) Police; Refuse Disposal. Unless provided by a municipal, county or other governmental body and unless the cost thereof is assessed directly or indirectly against the Owners by such body, the Association shall have the right to contract for, employ and otherwise provide for security and refuse disposal services.

(f) Reserved Rights With Respect to Property Furnished By Declarant. Association Property furnished by Declarant to the Association may be and shall be deemed conveyed, granted or furnished subject to then existing easements for utilities, including gas, electricity, water, sewer, telephone, television and intercommunication, alarm or other systems; easements for drainage and drainage facilities; easements for ingress, egress and access for the benefit of any property, whether or not subject to this Declaration; and shall be deemed subject to and deemed accepted by the Association subject to an exception and reservation by Declarant, whether or not expressed at the time of the right, power and authority to thereafter create and grant any such easements and to enter upon and further improve or develop any such property, at its own cost and expense, for the benefit of Declarant, the Association or any of its members.

(g) No Sale or Abandonment of Property Furnished by Declarant. No Association Property conveyed, granted or furnished by Declarant to the Association may be, and any such real property or interest therein shall be deemed conveyed, granted or furnished, whether or not expressed in the deed or instrument of conveyance or grant, on and subject to the condition that it shall not be sold, conveyed, leased, transferred, abandoned or disposed of by the Association without the written consent of Declarant. No improvements on real property granted or furnished by Declarant to the Association may be destroyed, permitted to deteriorate or waste, or disposed of by the Association without the written consent of Declarant unless a suitable and adequate replacement or substitute is constructed, purchased or acquired by the Association which replacement or substitute shall be deemed to be property furnished by Declarant. The above notwithstanding, such limitation shall only apply as long as the Declarant has an interest in the property; however, in no event shall such limitation apply beyond the Development Period.

(h) Governmental Successor. Any property or facility owned or held by the Association and any function or activity required to be performed by the Association under the terms of this Declaration may be turned over to a governmental authority which is willing to accept and assume the same upon such terms and conditions as the Association shall deem to be appropriate.

(i) Rule Making. To make, establish, promulgate, amend and repeal regulations and policies to carry out its duties, powers, purposes and authorities, in the names provided for herein and in the Articles, Bylaws and any Supplemental Declaration.

(j) Enforcement of Declaration, Rules, Regulations and Policies. To perform such other acts whether or not expressly authorized by this Declaration as may be reasonably necessary or appropriate to enforce or effectuate any of the provisions of this Declaration, or the Association rules, regulations or policies.

(k) Indemnification. The Association shall be obligated to and shall indemnify Declarant, his agents, employees and members of the Design Committee, and hold each of them harmless from all liability, loss, cost, damage and expense, including attorneys' fees, arising with respect to any operations of the Association or any property of the Association, including property granted or furnished to the Association by Declarant.

Section 4. Powers and Authorities of Association. The Association shall have all of the powers of a nonprofit corporation organized under the laws of the State of Wyoming, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, Bylaws or this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done hereunder, or by the Articles and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of its express powers, including the following which are listed without intent to limit the foregoing articulation:

(a) Assessments. To levy assessment, charges, fines and penalties on the Owners, and to enforce the payment of the same, all in accordance with the provisions of this Declaration and its Supplements, the Articles, Bylaws, rules and regulations of the Association.

(b) Easements and Rights of Way. To grant and convey to any third party easements and rights of way in, on, over or under the Association Property or common areas or cluster common areas for the purpose of constructing, erecting, generating or maintaining any improvements, utilities or other facilities, subject to the prior written approval of the Design Committee.

(c) Employment of Manager and Employees. To employ the services of any person or firm as manager, together with employees, to manage, conduct and perform the business, obligations and duties of the Association as may be directed by the Board and to enter into contracts for such purposes. To obtain, and pay for, legal, accounting, engineering, management and other professional services as may be necessary or desirable.

(d) Mortgagee protective Agreements. Subject to such limitations as shall be contained in Supplemental Declarations, to execute and cause to be recorded from time to time agreements in favor of holders or insurers of mortgages secured by portions of the subject property. Such agreements may condition specified action relevant to this Declaration or the activities of the Association upon approval by a specified group or number of such mortgage holders or insurers.

(e) Right to Make Rules and Regulations. The Association shall be authorized to and shall have the power to adopt and enforce rules and regulations to regulate use of any and all facilities and property of the Association to assure fullest enjoyment and use by the persons entitled to enjoy and use the same, provided that such rules and regulations shall not be in conflict with this Declaration, any Supplemental Declaration or the Recreation Lease. The Association may provide for enforcement of any such rules and regulations through reasonable and uniformly applied fines and penalties, through exclusion of violators from property and facilities of the Association or otherwise. Each Owner, members of his family and his tenants, guests and invitees shall be obligated to comply with and abide by any such rules and regulations.

(f) Right to Prosecute Actions. The Association shall have the power and authority from time to time, in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits in law and in equity to restrain any breach or threatened breach of this Declaration or any Supplemental Declaration and to enforce, by mandatory injunction or otherwise, all of the provisions of this Declaration or any Supplemental Declaration.

(g) Insurance. To obtain, maintain and pay for such insurance policies or bonds, whether or not required by any provision of the Declaration, or any Bylaws, as the Association shall deem to be appropriate for the protection or benefit of the Owners, their tenants or guests, including, but without limitation, fire and extended coverage insurance covering the Association Property, liability insurance, workmen's compensation insurance, malicious mischief insurance, automobile non-ownership insurance, and performance and fidelity bonds.

(h) Utility Service. To contract and pay for, or otherwise provide for, utility services, including, but without limitation, water, sewer, garbage, electrical, telephone and gas services.

(i) Road Maintenance. To contract and pay for, or otherwise provide for, the construction, reconstruction, repair, maintenance, snow removal, replacement or refinishing of any roads, drives or other paved areas upon any portion of the Subject Property.

(j) Protective Services. To contract and pay for, or otherwise provide for, fire and such other protective services as the Association shall from time to time deem appropriate for the benefit of the Owners, their tenants and guests.

(k) General Contracts. To contract and pay for, or otherwise provide for, such materials, supplies, furniture, equipment and labor as and to the extent the Association deems necessary.

(l) Liens. To pay and to discharge any and all liens from time to time placed or imposed upon any common area or cluster common area on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration.

(m) Implied Rights of Association. The Association shall have and may exercise any right or privilege given to it expressly in this Declaration or any Supplemental Declaration, its Articles and Bylaws or, except to the extent limited by the terms and provisions of this Declaration,

given to it by law, and shall have and may exercise every other right or privilege or power and authority necessary or desirable to fulfill its obligations, including, without limiting the generality of the foregoing.

(n) Right to Enter Upon Any Lot, Multiple Area Parcel or Other Parcel. The Association, or its duly authorized agents, shall have the right at any time, and from time to time, without liability to any Owner for trespass or otherwise, to enter upon any Lot, Multiple Unit Parcel, or parcel of property under any other land classification specified in any Supplemental Declaration, or any structure or improvement thereon, for the purpose of (i) maintaining same in the event of default on the part of the Owner or Owners thereof, in the maintenance thereof; (ii) removing any change in existing state of property in violation of the provisions of Article V hereof; and (iii) otherwise enforcing the covenants contained in this Declaration or any provisions, covenants, conditions or restrictions contained in any Supplemental Declaration.

## ARTICLE VIII

### ASSOCIATION - MEMBER AND MANAGEMENT

Section 1. Regular Membership. There shall be one Regular Membership in the Association for each Lot, each Multiple Unit Parcel prior to construction of improvements thereon, each Dwelling Unit on a Multiple Unit Parcel after completion of construction of improvements thereon, and for each parcel of property under any other land classification designation specified in any Supplemental Declaration. Each such membership shall be appurtenant to the fee simple title to such Lot, Multiple Unit Parcel, Dwelling Unit or other parcel of property. The Owner or Owners (including Declarant) of the Lot, Multiple Unit Parcel, Dwelling Unit or other parcel of property shall be deemed the Owner or Owners of the Regular Membership appurtenant to that property and title to and ownership of the Regular Membership for that property shall automatically pass upon transfer of fee simple title to that property. Each Owner or Owners of a Lot, Multiple Unit Parcel, Dwelling Unit or other parcel of property as aforesaid shall be at all times entitled to the benefits and subject to the burdens relating to the Regular Membership for such property. If fee simple title to a Lot, Multiple Unit Parcel, Dwelling Unit or other parcel of property, as aforesaid, is held by more than one person or entity, the Regular Membership appurtenant to that property shall be shared by all such persons or entities in the same proportionate interest and by the same type of ownership in which



fee simple title to that property is held. Membership in the Association shall be limited to Owners of Lots, Multiple Unit Parcels, Dwelling Units or other parcels of property as aforesaid except as hereinafter specifically provided with respect to the Special Membership of Declarant.

Section 2. Declarant Special Membership. In addition to any Regular Membership held by it, Declarant shall, during the Declarant's development period, have and be deemed to hold Special Membership in the Association without regard to whether Declarant is the Owner of a Lot, Multiple Unit Parcel, Dwelling Unit or other parcel of property under any other land classification designation specified in a Supplemental Declaration. As the holder of this Special Membership, Declarant shall be entitled to notice of all meetings of Regular Members of the Association and shall be entitled to speak and be heard at any such meetings and shall have a vote equal to the vote of the Owner of one Lot on all matters submitted to a vote of Regular Members. As the holder of this Special Membership, Declarant shall retain sole control of the Association until all of the contemplated residential improvements have been completed and sales have been closed on fifty-one percent (51%) of the Lots and/or Dwelling Units. The regular members shall be entitled to elect two (2) members to the Board of Directors of the Association after fifty-one percent (51%) of the Lots and/or Dwelling Units are sold and closed, and a majority of the Board when seventy-five percent (75%) of the Lots and/or Dwelling Units are sold and closed. As holder of this Special Membership, the approval of Declarant shall be required as a condition to merger, consolidation or dissolution of the Association. Except as herein stated, Declarant, as the holder of this Special Membership, shall have no other rights and be subject to no other obligations by reason of such Special Membership.

Section 3. Board of Directors. The affairs of the Association shall be managed by a Board of Directors consisting of five (5) persons. The Board of Directors may, however, delegate any



portion of its authority, by resolution, to an Executive Committee, or to an Executive Manager or Director for the Association. Members of the Board of Directors, other than those designated by Declarant, shall be elected annually by the members.

Section 4. Voting of Members. Each Regular Member shall have one vote for each Lot, each Multiple Unit Parcel prior to construction on a Multiple Unit Parcel, each Dwelling Unit after completion of construction of improvements thereon, and each parcel of property under any other land classification designation specified in a Supplemental Declaration, in the election of members of the Board of Directors of the Association, other than members to be designated by Declarant, and in all other matters submitted to the vote of Regular Members. In all voting by Members, voting by proxy shall be allowed and permitted, and in all voting for members of the Board cumulative voting shall be allowed and permitted. When one or more persons hold an interest or interests in any Lot, Multiple Unit Parcel prior to construction and each Dwelling Unit after completion of construction of improvements thereon, the vote shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot, Parcel or Unit.

Section 5. Notices of Meetings. A member shall be entitled to at least thirty days' notice of all meetings in which a vote of the Members is to be taken and when the amount of all assessments which the Members are obligated to pay will be determined. Notice shall be considered given when written notice is mailed or telegraphed to a Member addressed to the Member under the name and address for the Member furnished by the Member to the Association and, in any event shall be deemed given when the Member actually receives notice. If a Member fails to furnish a name or address to the Association to which notices may be mailed, the Association shall be entitled to give notice by mail, telegraph or delivery of a written notice to the address of such member's property, addressed "Care of Owner".

Section 6. Liability of Member of Board. No member of the Board of Directors of the Association nor any representative, agent or employee thereof shall be personally liable to any Owner, Multiple Unit Association, Declarant or any other person for any error or omission of the Association, its representatives, agents and employees; provided, however, that the member of the Board or such other person shall have acted in good faith.

#### ARTICLE IX - ASSESSMENTS

Section 1. Member's Obligation to Pay Assessments and Other Amounts. Declarant, with respect to each Lot and each Multiple Unit Parcel prior to construction of improvements thereon, each Dwelling Unit on a Multiple Unit Parcel after construction of improvements thereon, and for each parcel of property under any other land classification specified in any Supplemental Declaration, hereby covenants, and each Owner of any such property or any right, title or interest therein, whether or not it be so expressed at the time of acquisition of such right, title or interest, shall be deemed to covenant and agree with each other and with the Association to pay to the Association Assessments as provided in this Declaration and such reasonable and uniformly applied charges for use of property or recreational facilities which may be established by the Association as provided in the Declaration and such reasonable and uniformly applied fines and penalties imposed for violation of rules and regulations adopted by the Association as provided in this Declaration.

Section 2. General Assessments. General Assessments levied by the Association shall be used exclusively to promote recreation, health, safety and welfare of the Owners and Members, and other residents of the Subject Property, the improvement, operation and maintenance of the Association Property and the property subject to the Recreation Lease; the performance of the duties and exercise of the powers of the Association as set forth herein; the payment of proper expenses of the Association and all costs incurred in the performance, by the Association of its duties and exercise by it of its powers, and the establishment of

reasonable reserves for the maintenance, repair and replacement of roads, drives, Association Property, the Recreation Facilities, common utilities and services, and other improvements on the subject property.

(a) Assessments. Each holder of a Regular Membership in the Association shall be obligated to pay and shall pay to the Association, at least annually, but in more frequent installments if required by the Board of Directors of the Association, an equal prorata share of the total amount to be raised each year by General Assessments as determined in accordance with the next Section of this Declaration.

(b) Determination of Total Amount of General Assessments. The total amount of General Assessment required to be raised for the Association shall be determined at least annually in accordance with the following procedure. The Board of Directors of the Association shall prepare a budget covering at least a one-year period, showing, in reasonable detail, the various functions and matters proposed to be covered by the General Budget, including but not limited to rent and other payments under the Recreation lease, construction or replacement of any capital improvements on Association Property, Roads, or elsewhere (not including similar or other expenses associated solely with Multiple Unit Parcels), showing the estimated costs and expenses of such functions or matters, showing the estimated income and other funds which may be received by the Association, and showing the estimated amount of Assessments required to cover costs and expenses and to provide a reasonable reserve; shall call a meeting of the Members and give thirty (30) days' notice of the time and place thereof to all such Members; and shall furnish a copy of the budget to all such Members at least thirty (30) days prior to such meetings. The total amount to be raised by Assessments shall be that amount necessary to cover the costs and expenses of functions required to be undertaken or performed by the Association under this Declaration and to fulfill any and all long-term or continuing commitments of the Association made in connection with or contemplated under any previously approved budget plus such additional amount, if any, determined or approved by the majority of the Members either at or after such meeting. The Association shall, except as emergencies may require, make no commitment or expenditures in excess of the funds reasonably expected to be available to the Association.

Section 3. Multiple Unit Parcel Assessments. In addition to the foregoing General Assessments, the Association may levy annual assessments which shall be used for such purposes as are authorized by any Supplemental Declaration for a given Multiple Unit Parcel.

(a) Method of Assessment. The assessment shall be levied by the Association against completed dwelling units in a Multiple Unit Parcel if conveyed, or on the parcel itself if improvements are not completed and conveyed, using the basis set forth in the Supplemental Declaration for the given parcel. The Board shall, annually, fix the Multiple Unit Parcel Assessment for each parcel with the advice of the Owners of dwelling units therein, or a Multiple Unit Parcel Committee created in the manner provided for in the Bylaws; provided that each such assessment shall be sufficient to meet

the obligations imposed by this Declaration and the Supplemental Declaration of that parcel. Each Owner of a completed dwelling unit in a Multiple Unit Parcel or the parcel itself, if no units are complete and conveyed, shall pay a prorata share of the total amount to be raised each year by said Multiple Unit Parcel Assessment. The method of determining the Assessment shall be, generally, as set forth in subsection 2(b) above.

(b) Multiple Unit Parcel Special Assessments for Capital Improvements. In addition to the foregoing Annual Assessment authorized above, the Association may levy in any assessment year a Special Assessment against dwelling units within a Multiple Unit parcel for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the parcel, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Owners of dwelling units who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements.

In addition to the General Annual Assessments provided above, the Board may levy, in any assessment year, a Special Assessment, applicable to that year, for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Association Property, including fixtures and personal property related thereto, providing that any such assessment shall have the assent of fifty-one percent (51%) of the regular members who are voting in person or by proxy at a special meeting duly called for such purpose and the special members.

Section 5. Commencement of Assessments/Default. The first Assessment may be made on the first day of the month following the closing of the sale of a Lot or a Dwelling Unit located on a Multiple Unit Parcel or other parcel of land under any classification designation specified in a Supplemental Declaration or at any time thereafter as determined by the Board of Directors of the Association.

All assessments are annual assessments; however, the Board may provide for collection of the same in monthly, quarterly or semi-annual installments. Notwithstanding the foregoing, upon default in the payment of any one or more installments, the entire balance of said annual assessment may be accelerated at the option of the Board and be declared due and payable in full.

Section 6. Lien for Assessments and Other Amounts. The Association shall have a lien against each Lot, Multiple Unit Parcel if no improvements are constructed thereon, Dwelling Unit on a Multiple Unit Parcel if improvements are constructed thereon, and parcel of property under any other land classification designation established by a Supplemental Declaration (but in no event against the Ranch) to secure payment of any Assessment, charge, fine, penalty or other amount due to the Association from the Owner of that property which is not paid, plus interest from the date of demand for payment at the highest rate allowed by law, plus all costs and expenses of collecting the unpaid amount, including reasonable attorney's fees, upon recordation in the Office of the County Clerk of Teton County, Wyoming, of a Notice of Lien which shall state the amount, a description of the property and the name of the Owner thereof and upon the deposit in the United States Mail, certified or registered, postage prepaid, to the Owner a copy of such notice. The lien may be foreclosed in the manner for foreclosure of Mortgages in the State of Wyoming.

Section 7. Personal Liability of Member. The amount of any Assessment, charge, fine or penalty payable by an Owner shall be a joint and several personal obligation to the Association of the persons or entities who constitute the Owner at the time the amount was payable, their heirs, personal representatives, successors and assigns, and may be recovered by a suit for the money judgment by the Association without foreclosing or waiving any lien securing the same.

Section 8. Liability of Purchasers and Encumbrances. A purchaser of any property subject to this Declaration shall be jointly and severally liable with the seller of the property for all unpaid assessments, charges, fines or penalties with respect to the Owner of the property, or the membership appurtenant thereto, which had accrued or were payable at the time of the grant or conveyance of the property to such purchaser, without prejudice to such purchaser's right to recover any of said

amounts paid by the purchaser from the seller. No holder of a lien or encumbrance on any property shall be personally liable for any such assessment, charge, fine or penalty and the lien for such assessments, charges, fines or penalties shall be junior to any lien or encumbrance on any property taken or acquired in good faith and for value without notice and perfected by recording prior to the time a notice of failure to pay any such amount is recorded in the Office of the County Clerk of Teton County, Wyoming, against the property.

Section 9. Estoppel Certificate. Upon payment of a reasonable fee not to exceed \$25.00 and upon written request of any person with an interest in any property subject to this Declaration or intending to acquire an interest in such property, the Association shall furnish a written statement setting forth the amount of any unpaid assessments, charges, fines or penalties, if any, with respect to the Owner of the property, or the membership appurtenant thereto, and the amount of the current yearly assessments payable with respect to the property, which statement shall be conclusive upon the Association.

Section 10. Declarant. Notwithstanding anything contained herein to the contrary, Declarant shall not, by virtue of its holding a Special Membership in the Association, be subject thereby to any Assessment, charge, fine or penalty payable as provided in this Declaration, and the Ranch and Recreation Area shall in no event be subject to any lien for any assessment, charge, fine or penalty payable by Declarant as Owner of any Lot, Multiple Unit Parcel, Dwelling Unit or other parcel of property under any other land classification specified in any Supplemental Declaration.

Section 11. Abandonment or Failure to Use. No Owner subject to assessments, charges, fines or penalties hereunder may exempt himself from liability to such assessments, charges, fines or penalties, nor release his property from the liens thereof, by waiver of the use and enjoyment of the property and facilities promoted by such assessments, charges, fines or penalties or by abandonment of his property.

## ARTICLE X - TELECOMMUNICATIONS

Declarant hereby reserves unto itself and its designees, assignees and licensees the right (though no obligation is hereby assumed) to construct and/or install over, across and upon any portion of the property for the use of the Owners and their permitted or authorized guests, invitees, tenants and family members a central or master telecommunications receiving and distribution system (the "System") the exact description, location and nature of which have not yet been fixed nor determined. For the purpose of authorizing, permitting and allowing Declarant to cause the System to be constructed and installed and thereafter inspected, repaired, maintained, altered, improved and replaced, Declarant shall have and hereby reserves to itself and its successors and assigns a perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction and maintenance of the System (the scope, extent, size and the location of which, over, across, upon and through the property shall be determined solely by Declarant, its successors and assigns) together with a perpetual and exclusive right and privilege of: (1) unlimited ingress and egress thereto for the purpose of temporarily and permanently installing, constructing, inspecting, testing, repairing, servicing, maintaining, altering, moving, improving and replacing the facilities and equipment constituting the System including, without limitation any towers, antennas, conduits, wires, cables, lines, panels, boxes, housings, connections, insulators and amplifiers necessary or desirable to receive and distribute telecommunications, including, without limitation, television and radio signals, electronic banking, fire, police and medical protection; and (2) transmitting within Rivermeadows telecommunications via the System (the facilities and equipment of which shall be owned and exclusively controlled by Declarant, its successors and assigns) for such lawful rates, fees and charges and upon such terms and conditions as may be fixed from time to time by Declarant, its successors or assigns, provided

that same shall be uniformly applicable to the Owners and occupants of Rivermeadows Subdivision; and (3) assigning, transferring and/or delegating to any person(s), firm(s), corporation(s) or other entity(ies) of Declarant's choice, the rights, privileges and easements, and the obligations related thereto, of installing, constructing and maintaining the System and of transmitting, over and through the equipment and facilities thereof, all or any part of the telecommunications signals transmitted or received by or through such System.

Each Owner as well as all Owners of any property in Rivermeadows Subdivision (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) consents, agrees to and shall be bound by the exclusive rights, privileges, easements and rights-of-way reserved to and vested in Declarant, its successors and assigns, pursuant to the provisions of this Article X, with all of such rights, privileges, easements and rights-of-way being deemed reserved to Declarant.

Notwithstanding anything to the contrary contained in this Article, Declarant shall not have any right to cause any buildings or other permanent facilities constructed within Rivermeadows Subdivision in accordance with this Declaration or Supplemental Declaration to be altered or detrimentally affected by any construction or installation of the System or any of the facilities, equipment or parts thereof nor shall Declarant have the right to construct or install the System or any parts thereof under any then-existing structures or buildings provided that the foregoing shall not preclude Declarant or its successors or assigns from making minor alterations to then-existing improvements other than buildings (such as, but not limited to, alteration or temporary removal of a fence or a portion thereof) provided that same is repaired and/or restored as the case may be by Declarant or its successors or assigns at their expense within a reasonable time thereafter.



## ARTICLE XI - PROPERTY RIGHTS

Section 1. Easement for Utilities. There is hereby reserved to Declarant a non-exclusive easement and right of way in and on the Subject Property or any part thereof for the purpose of ingress and egress, and construction and location of utilities providing service to any Lot, any Multiple Unit Parcel, any Dwelling Unit, the Ranch and Recreation Area and each parcel of property under any other land classification designating specified in any Supplemental Declaration. Each Owner of a Lot, a Dwelling Unit or a Multiple Unit Parcel, and each parcel of property under any other land classification designation specified in any Supplemental Declaration, as well as Declarant as Owner of the Ranch and Recreation Areas, shall have the right of reasonable access to the Subject Property or any part thereof for the purpose of maintaining, replacing and enlarging utility services as required, provided that the use of such right of access shall be exercised in such manner so as not to materially inconvenience or interfere with the use and enjoyment of the Subject Property or any part thereof; and provided further that a utility installation providing utility availability and/or service to all or a portion of the Subject Property shall not be altered, modified or changed in such a manner as to impair or interfere with availability or service of such utilities to its users.

Section 2. Drainage. There is hereby reserved to Declarant a non-exclusive easement for drainage of surface waters from portions of the Subject Property across other portions of the Subject Property. Said drainage shall conform to a development plan as it is developed by Declarant. Drainage shall be limited to reasonable amounts of water and shall be so designed and constructed so as not to materially interfere with the development, use and enjoyment of the portions of the property onto which such water drains. The drainage as established shall not be altered, modified or changed as to any part of the Subject Property without the consent of the Owners who will be affected by any such alteration, modification or change.

Section 3. Roads. Each Owner of a Lot, a Dwelling Unit on a Multiple Unit Parcel, and each parcel of property under any other land classification designation specified in any Supplemental Declaration, as well as Declarant as Owner of the Ranch and Recreation Area, shall have a non-exclusive easement appurtenant to his property of ingress and egress over and on all Roads. Each Owner may delegate his right under said non-exclusive easement for the benefit of his family, his tenants, servants, employees, agents, guests and invitees, and any contract purchasers of the property to which said non-exclusive easement is appurtenant.

Section 4. Members' Easements of Enjoyment. Every member of the Association shall as Owner of one or more Lots or Units have a right and non-exclusive easement of use and enjoyment in and to all Association Property, property interests, and Recreational Facilities owned or held by the Association. Such right and easement shall be appurtenant to and shall pass with the title to every Lot and Dwelling Unit subject to the following limitations:

(a) The right of the Association to limit the number of guests, and to adopt Association Rules regulating the use and enjoyment of the same.

(b) The right of the Association to suspend the voting rights and right to use of the same by a member (i) for any period during which any Assessment against such Member's Lot or Dwelling Unit remains delinquent, and (ii) for a period not to exceed thirty (30) days after notice and hearing as may be provided for in the Bylaws for any infraction of the Association Rules.

(c) The right of the Association to dedicate or transfer all or any part of the same to any public agency, authority or utility for the purpose of providing utilities and similar related purposes. No such dedication or transfer shall be effective unless an instrument has been approved by two-thirds (2/3) of the votes of the entire membership and may be subject to such conditions as such percentage of the Members may designate in conjunction with such dedication or transfer. During Declarant's Development Period, any such dedication or transfer shall be effected only if approved in writing by Declarant.

Section 5. Delegation of Use. The Owner of any Lot or Dwelling Unit may delegate to any occupant of the same the right to the use and enjoyment of the said facilities and any privilege appurtenant to such Dwelling Unit or the Lot on which the same is located to use and enjoy any Limited Common Areas.

Section 6. Parking Rights. The use of parking areas (if any) within the Association Properties or any Limited Common Area, together with the terms and conditions with regard to such use, shall be subject to and at all times governed by the Association Rules as the same are in effect from time to time.

Section 7. Easements of Enjoyment for Limited Common Areas. Every member of the Association designated in the Declaration, any Supplemental Declaration or on any plat of record, as being vested with the privilege to use and enjoy a specific Limited Common Area shall have a right and non-exclusive easement of use and enjoyment in and to such Limited Common Area and such easements shall (subject to the following provisions) be appurtenant to and shall pass with the title to every such Lot or Dwelling Unit so privileged:

- (a) The right of the Association to limit the number of guests, and to adopt Association Rules regulating the use and enjoyment of Limited Common Areas.
- (b) The right of the Association to suspend the right to use of such Limited Common Area by a member for any period during which any assessment against his Lot or Dwelling Unit remains delinquent.
- (c) The right of the Association to dedicate or transfer all or any part of a Limited Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members as herein provided in this subsection. No such dedication or transfer shall be effective unless an instrument of dedication has been approved by two-thirds (2/3) of the member votes attributable to Lots and Dwelling Units privileged to use the Limited Common Area to be so dedicated or transferred. During Declarant's Development Period, any such dedication or transfer shall be effective only if approved in writing by Declarant.

Section 8. Encroachment. Each Lot, and Dwelling Unit, and the General Common Area and any Limited Common Area are hereby declared to have an easement over all adjoining Lots, Dwelling Units and the Association Properties and any Limited Common Area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of

Owners shall not be altered in any way by said encroachment, settling or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful act or acts with full knowledge of said Owner or Owners. In the event a structure on any Lot or Dwelling Unit is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot and Dwelling Unit agree that minor unintentional encroachments over adjoining Lots and Dwelling Units shall be permitted, and that there shall be valid easements for the maintenance of such encroachments so long as they shall exist.

#### ARTICLE XII - MISCELLANEOUS

Section 1. Duration of Declaration. Any provision, covenant, condition or restriction contained in this Declaration or any Supplemental Declaration shall be covenants running with the land for the use and benefit of the Lots, Dwelling Units, Association Property and Limited Elements, and shall continue and remain in full force and effect for the period of twenty (20) years following the date of recording after which time they shall continue automatically for successive periods of ten (10) years, unless, at least one year prior to the expiration of any such period, this Declaration is terminated by recorded instrument directing termination signed by the Owners of not less than two-thirds (2/3) in area of the Real Property.

Section 2. Amendment or Revocation. At any time while any provision, covenant, conditions and restriction contained in this Declaration or any Supplemental Declaration is in force and effect, it may be amended or repealed, by the recording of a written instrument specifying the amendment or the repeal, executed by the Owners of not less than two-thirds (2/3) in area of the Subject Property; provided, however, that during the Declarant's Development Period no Declarant Related Amendment shall be made to this Declaration or to any Bylaw or Document, nor shall any Declarant Related Document be executed, adopted or promulgated by the Association or the Board unless such Declarant

Related Amendment or Document shall be specifically approved in writing by Declarant.

For purposes of subsection, an Amendment or Document which does any of the following shall be considered to be Declarant Related:

- (a) Discriminates or tends to discriminate against a Declarant or any successor Declarant as an Owner or otherwise.
- (b) Directly or indirectly by its provisions or in practical application relates to any Declarant or any successor Declarant in a manner different from the manner in which it relates to other Owners.
- (c) Modifies the definitions provided for in this Declaration in a manner which alters Declarant's or any successor Declarant's rights or status.
- (d) Modifies or repeals any provision of Article II of this Declaration.
- (e) Alters the character and rights of membership as provided for in this Declaration or affects or modifies in any manner whatsoever the rights of Declarant or any successor Declarant as a member of the Association.
- (f) Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivisions, public authorities or other similar agencies or bodies, respecting zoning suspension, streets, roads, drives, easements or facilities, or alters any written agreement with Declarant or any Recreational Lease.
- (g) Denies the right of Declarant or any successor Declarant to convey to the Association as Common Areas, Ranch and Recreational Area or as Limited Common Areas any lands which lie generally within the area surrounding the Subject Property.
- (h) Modifies the basis or manner of assessment, as applicable to the Declarant or any successor Declarant or any Lots, tracts, parcels or Dwelling Units or other land qualification provided for in a Supplemental Declaration, owned by Declarant or any successor Declarant.
- (i) Modifies the provisions hereof regarding design control as applicable to the Declarant or any successor Declarant or any Lots or Dwelling Units owned by Declarant or any successor Declarant.
- (j) Limits or restricts the authority of the Design Committee or the right of the Declarant exclusively to nominate members of said committee.
- (k) Alters the provisions of any protective covenants, limitations, restrictions or easements as provided for by any Supplemental Declaration.
- (l) Alters or repeals any of Declarant's or any successor Declarant's rights or any provision applicable to Declarant's or any successor Declarant's rights as provided for by any provision of this Declaration or of any other document applicable to Declarant.

During the pendency of the Declarant's Development Period, no action may be taken by the Board, the Design Committee or the Association applicable to the Declarant or any of the Lots, tracts or units owned by the Declarant unless such action shall be approved in writing by the Declarant.

In addition to the foregoing, no such amendment or repeal shall be effective with respect to any Mortgagee or successor or assign of any Mortgagee under a Mortgage recorded prior to recording of the instrument specifying the amendment or repeal unless such Mortgagee or successor or assign executes the said instrument.

Section 3. Declarant's Reserved Right to Amend. During Declarant's Development Period, Declarant may, without the consent or concurrence of the Board, the members, Owners or any other party, amend, modify, or revoke this Declaration if reasonably necessary, in the sole discretion of Declarant, to conform to any requirement deemed necessary by the Declarant, law, ordinance, regulation, or policy of any governmental agency, department or body of the United States or the State of Wyoming or in order to qualify for financing or insurance for mortgages under V.A. or F.H.A. lending programs.

Section 4. Effect of Provisions of Declaration. Each provision, covenant, condition and restriction contained in this Declaration:

(a) shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any real property subject to this Declaration is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument;

(b) shall, by virtue of any person's or entity's acceptance of any right, title or interest in any parcel of property subject to this Declaration, be deemed accepted, ratified, adopted and declared as a personal covenant of such person or entity and, as a personal covenant of such person or entity shall be binding on such person or entity and such person's or entity's heirs, personal representatives, successors and assigns and, if a personal covenant of a person or entity other than the Association or Declarant shall be deemed a personal covenant to, with and for the benefit of Declarant and to, with and for the benefit of the Association and, if a personal covenant of the Association, shall be deemed a personal covenant to, with and for the benefit of Declarant and to, with and for the benefit of each Owner of property subject to this Declaration;

(c) shall be deemed a real covenant by Declarant, for itself, its successors and assigns, and also an equitable servitude running, in each case, as a burden with the title to each parcel of property now or hereafter subject to this Declaration and, both as a real covenant and an equitable servitude, shall be a burden upon and binding on each such parcel of property and upon each person or entity owning any right, title or interest in such parcel of property for so long as such person or entity owns any such right, title or interest, and, with respect to any property of a person or entity other than the Association of Declarant, shall, both as a real covenant and an equitable servitude, be deemed a covenant and servitude for the benefit of any property now or hereafter owned by Declarant subject to this Declaration, and for the benefit of any property now or hereafter owned by the Association which is subject to this Declaration and for the benefit of any and all property which is subject to this Declaration;

(d) shall be deemed a covenant, secured by alien binding, burdening and encumbering the title to each parcel of property which is subject to this Declaration and, with respect to any property or entity other than the Association of Declarant, shall, as a lien, be deemed a lien in favor of Declarant and the Association and, with respect to any property owned by the Association, shall, as a lien, be deemed a lien in favor of Declarant;

(e) shall be deemed a condition subject to which title to each parcel of property which is subject to this Declaration is and shall at all times be held.

Section 5. Enforcement and Remedies. The covenants contained in this Declaration and the provisions, covenants, conditions and restrictions contained in any Supplemental Declaration with respect to the Association or property of the Association shall be enforceable by Declarant or by any Owner of property subject to this Declaration by a proceeding for a prohibitive or mandatory injunction. The covenants contained in this Declaration and the provisions, covenants, conditions and restrictions contained in any Supplemental Declaration with respect to ~~a person~~ person or entity or property of a person or entity other than the Association or Declarant shall be enforceable by Declarant or the Association by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amount due or unpaid or, in the discretion of the Association, for so long as any person or entity fails to comply with any such provision, covenant, condition or restriction, by exclusion of such person or entity and such person's or entity's guests or invitees from use of any property or facility owned or held by the Association and from enjoyment of any function undertaken by the Association. In addition to the remedies stated

above, if, with respect to any property subject to this Declaration, conveyed to the Association or to any other person or entity by Declarant, there is a violation or breach of or failure to comply with, any of the Covenants contained in this Declaration or the provisions, covenants, conditions and restrictions contained in any Supplemental Declaration, then Declarant shall be deemed to have and shall have a power of termination and the right immediately or at any time during the continuation of any such violation, breach or failure to re-enter and take possession of the real property and, upon exercise of this right of re-entry, title to the property shall thereupon vest in Declarant. This right of re-entry and for re-vesting of title shall be subject to the provisions of Article XI, Section 6. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorney's fees.

Section 6. Protection of Mortgagee. No violation or breach of any covenant contained in this Declaration or any provision, covenant, condition or restriction contained in any Supplemental Declaration and no action to enforce the same shall defeat, render invalid or impair the lien of any Mortgage taken in good faith and for value and perfected by recording prior to the time of recording of an instrument giving notice of such violation or breach, or the title or interest of the holder thereof or the title acquired by any purchaser upon foreclosure of any such Mortgage. Any such purchaser shall, however, take subject to this Declaration except only that violations or breaches which occur prior to such foreclosure shall not be deemed breaches or violations hereof with respect to such purchaser, his heirs, personal representatives, successors or assigns.

Section 7. Limited Liability. Neither Declarant, the Association, the Board of Directors of the Association, the Design Committee nor any member, agent or employee of any of the same shall be liable to any party for any action or for any failure to



act with respect to any matter if the action taken or failure to act was in good faith.

Section 8. Successors and Assigns of Association. This Declaration and any Supplemental Declaration shall be binding upon assigns of the Association whether voluntary or involuntary by operation of law or otherwise, except to the extent provided in any written assignment which has the written approval of Declarant. The successors of the Association shall be bound by this Declaration and any Supplemental Declaration.

Section 9. Severability. Invalidity or unenforceability of any provision of this Declaration or of any Supplemental Declaration in whole or in part shall not affect the validity or enforceability of any other provision or valid and enforceable part of a provision of this Declaration.

Section 10. Captions. The captions and headings in this instrument are for convenience only and shall not be considered in construing any covenant contained in this Declaration.

Section 11. No Waiver. Failure to enforce any covenant in this Declaration or in any Supplemental Declaration shall not operate as a waiver of any such covenant or of any other provisions, restriction, covenant or condition.

Section 12. Notice. Except as otherwise provided, any notice permitted or required to be delivered may be done so either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States Mail, postage prepaid, addressed to the person at the address given by such person to the Board of Directors of the Association for the purpose of service of such notice, or to the property of such person which is subject to this Declaration or any Supplemental Declaration if no address has been given to the Board of Directors. Such address may be changed from time to time by notice in writing to the Board of Directors of the Association.

IN WITNESS WHEREOF, Declarant has executed this Declaration  
the day and year first above written.

Donald H. Albrecht  
Donald H. Albrecht

Jo Anne Albrecht  
Jo Anne Albrecht

Newport View, a general partnership

By Donald H. Albrecht  
Donald H. Albrecht  
General Partner

STATE OF California     )  
  ) ss.  
COUNTY OF Los Angeles    )

On this 22nd day of May, 1981, before me,  
Jean H. Richards, a Notary Public in and for said  
County and State, personally appeared Donald H. Albrecht and  
Jo Anne Albrecht, known to me to be the persons who executed the  
within instrument.

Witness my hand and official seal.

Jean H. Richards  
Notary Public

My Commission Expires:



EXHIBIT "A"

The following real property shall be subject to this Amendment to Declaration of Covenants, Conditions and Restrictions, as well as all Supplemental Declarations previously recorded in the Teton County Clerk's Office for the First Filing, Filing No. Two, Multiple Unit Parcel One and Third Filing in Book 92 of Photo, pages 545 to 554, Book 112 of Photo, pages 15 to 21 and Book 112 of Photo, pages 22 to 28 respectively:

Rivermeadows Subdivision, First Filing, according to the plat thereof filed on November 11, 1972, as Instrument No. 126775 in Book 1 of Maps, page 7, Plat No. 218.

Rivermeadows Subdivision, Filing No. Two, Multiple Unit Parcel One, according to the plat thereof filed on October 17, 1979, as Instrument No. 204137 in Book 1 of Maps, page 14, Plat No. 389.

Rivermeadows Subdivision, Third Filing, according to the plat thereof filed on May 26, 1981, as Instrument No. 223761 in Book 1 of Maps, page 17, Plat No. 444.

