

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
RIVERMEADOWS FOURTH FILING

This is a Declaration of Covenants, Conditions and Restrictions regulating and controlling the use and development of real property, made effective this 19 day of April, 1990, by Dale F. Kinsella and Deborah Kinsella of Teton County, Wyoming (collectively the "Declarant").

1. Purpose. Declarant is the Owner of certain real property located in Teton County, Wyoming, which property is more particularly described in Exhibit "A" attached hereto and made a part hereof which is hereinafter referred to as "the Property." The Property contains significant wildlife habitat and is of high scenic and natural value, and Declarant is adopting the following covenants, conditions and restrictions to preserve and maintain the natural character and value of the Property for the benefit of all of the Owners of the Property or any part thereof.

2. Declaration. Declarant hereby declares that the Property shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following covenants, conditions and restrictions, which are sometimes referred to hereinafter as the "Covenants." The Covenants shall run with the Property and any Lot thereof, and shall be binding upon all parties having or acquiring any legal or equitable interest in or title to the Property, and shall inure to the benefit of every Owner of any part of the Property.

3. Definitions. The following terms and phrases used in these Covenants shall be defined as follows:

- (a) "Common Roads" shall mean the private roadways within the Property which provide access to individual Lots.
- (b) "Common Services" shall mean the roadways maintenance and snow removal services; the utility line maintenance or repair services for the Common Roads and the utility lines located in the rights of way of such roads or across the Property; and the services for snow removal, repair and/or maintenance of the dry fire hydrant serving Rivermeadows' Fourth Filing.
- (c) "Design Committee" shall mean the committee responsible for the administration and enforcement of these Covenants, and created in paragraph 7 hereof.
- (d) "Development" shall mean all buildings, Structures or other site improvements placed on the Property to accommodate the use of a Lot.
- (e) "Dry Fire Hydrant" shall mean the fire fighting water source for Rivermeadows Fourth Filing and the easement area provided for said facility located with the property of Donald H. Albrecht in Lot 3 Section 10, T40N, R117W, 6th P.M., Teton County, Wyoming.
- (f) "Lot" shall mean any portion of the Property as shown on a recorded plat and described as such.

Recorded April 10, 1990 at 9:15 A. M.
In Book 223 of Photo Page 131-140
No. 295931
County Clerk
V. J. [Signature]

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- (g) "Owner" shall mean the record Owner of a Lot, including a contract purchaser, but excluding anyone having interest in a Lot as security for the performance of an obligation.
- (h) "Principal Residence" shall mean the single family residential Structure, constructed on any Lot of the Property, which is the principal use of such Lot, and to which other authorized Structures on such Lot are accessory.
- (i) "Property" shall mean the real property described in Exhibit "A" attached hereto and made a part hereof.
- (j) "Structure" shall mean anything built or placed on the ground.
- (k) "Improvement Area" shall mean the portion of a Lot designated on the Plat as the "Building Envelope," which is a contiguous area, upon which all Structures shall be constructed.
- (l) "Plat" shall mean the subdivision Plat of the property recorded with the Teton Country Clerk dividing the Property into Lots.

4. Building Permit Required. No building, Structure or road shall be erected, placed, altered, added to, reconstructed or permitted to remain on any Lot, and no construction activities shall be commenced until a building permit has been issued therefor by the Design Committee.

- (a) Duplicate sets of plans and specifications for any Lot improvement or alteration, including tree removal, shall be submitted to the Design Committee. The plans shall include a plot plan indicating the location of all Structures and improvements on the Lot, and shall also include a landscaping plan. Sufficient information shall be submitted to demonstrate compliance with all of the requirements of these Covenants.
- (b) The Design Committee shall review the plans and specifications within thirty (30) days from the submission of all necessary plans and information required by the Design Committee, and determine if the proposed use or development conforms to the requirements of these Covenants. The Design Committee may approve plans and specifications subject to any conditions or modifications which the Design Committee determines to be necessary in order to ensure conformity with the requirements of these Covenants. The Design Committee shall retain one set of plans, specifications and plot plan. Approval will be issued by a written statement.

- (b) Authorized Use. Only single family residential use shall be permitted.
- (c) Prohibited Use. No commercial, industrial or other non single-family residential use whatsoever shall be permitted, however, the Property may be used for a studio, workshop, artistic pursuits, recreational and such other endeavors not requiring access to the Property by the general public nor requiring the employment of labor other than the Owner. But no other manufacturing or commercial enterprise shall be maintained upon the Property.
- (d) Authorized Structure. No buildings or other Structure shall be constructed, placed or maintained on any Lot, except a single-family residence, one guest house and garage facilities (no car ports) not to exceed a total of three (3) buildings or Structures on any one Lot.
- (e) Improvement Area. All buildings and outbuildings shall be constructed within a contiguous area on a Lot as designated on the Plat as the "Building Envelope." No improvement or development activities shall be permitted on any Lot outside of the Improvement Area except driveways and utility installations. This section (e) shall not apply to the existing "cowboy house" structure on Lot 66. In the event said structure is demolished for any reason, no building shall be allowed on said property.
- (f) Design Guidelines. The Design Committee shall have the authority to adopt design guidelines to carry out the purposes and intent of this Declaration, to protect the property values of Lot Owners and to insure that incompatible development does not occur. All Lot use and development shall conform to any design guidelines adopted by the Design Committee, in addition to the declarations of this Declaration.
- (g) Construction. No used or pre-fabricated Structures shall be permitted on the Property. All construction shall be completed within one (1) year from the commencement date of construction, unless the Design Committee approves an extension for good cause, not to exceed six (6) months in length. All exterior materials, finishes, decorations and colors shall require specific approval of the Design Committee, it being the intent of this Declaration that the buildings and Structures on the Property blend with the natural surrounding landscape.
- (h) Height Limitations, Setbacks, Floor area Requirements. No Structure shall be greater than thirty (30) feet in height except that Lot #65 shall be restricted to a maximum height of twenty-five (25) feet. Building shall be measured from existing grade to the highest point of the roof Structure, but shall not include chimneys, vents or antennas. All Structures shall be built to meet county setback requirements. The Principal Residence shall have a minimum floor area of two thousand

five hundred (2,500) square feet and a maximum floor area of nine thousand (9,000) square feet.

- (i) Boundary Fences Prohibited. No boundary fences around the exterior Lot line of any Lot shall be permitted. The only fences permitted on any Lot may be to enclose part or all of the Improvement Area on such Lot and shall be of western type design not exceeding forty-five (45) inches in height. All fences must first be approved by the Design Committee.
- (j) Utilities. Electrical, telephone, cable television, gas, propane and other utility lines shall be installed underground primarily in the Common Road right of way, or on other property if necessary. Connections from Lots within the Property to the underground utility lines shall be completed at the Lot Owner's expense, and shall be underground.
- (k) Temporary Structures Prohibited. No temporary Structures, such as trailers, shacks or other similar buildings shall be permitted on any Lot.
- (l) Maintenance. Each Lot and all improvements thereon shall be maintained in a clean, safe and sightly condition. Boats, tractors, vehicles other than 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, screened from view. No junk or inoperative cars shall be parked on any portion of the Property. Service areas, storage piles, compost piles and facilities for handling, drying or to air clothing or household fabrics shall be appropriately screened from view. TV. dishes must be totally landscaped so as to be completely screened from the view of any part of the improvement areas and Fallcreek Road. Refuse, garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed Structure or appropriately screened from view. No lumber, grass, shrub, tree clippings, plant waste, bulk materials, scraps, refuse or trash shall be kept, stored or allowed to accumulate on any Lot.
- (m) Livestock-Pets. No livestock or pets shall be kept or maintained on any Lot except as expressly provided herein. Any animals or livestock permitted to be kept on a Lot shall be restrained and controlled at all times so that they do not cause a nuisance to neighboring Lot

or dogs are caught or identified chasing or otherwise harassing livestock, wildlife or people, the Design Committee shall have the authority to have such animal or animals impounded at any available location, and shall assess a penalty against the Owner of such animal or animals of not more than Fifty Dollars (\$50.00) plus all costs of impoundment. If any such animal or animals are caught or identified chasing or harassing wildlife, livestock or people on a second or greater occasion, the Design Committee shall have the authority to have such animal or animals impounded or destroyed, the determination of disposition being in the sole discretion of the Design Committee. In the event that such animal or animals are not destroyed, the Design Committee shall assess a penalty of not more than One Hundred Dollars (\$100.00) per animal plus costs of impoundment. No Owner of any animal or animals impounded or destroyed for chasing or harassing livestock, wildlife or people shall have any right of action against the Design Committee or any member thereof, for the impoundment or destruction of any such animal or animals.

- (n) Noxious or Offensive Activities. No noxious or offensive activity shall be permitted on any Lot. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare for any adjacent Lot Owner. No unreasonably loud or annoying noise, or noxious or offensive odors shall be emitted beyond the line of any Lot.
- (o) Signs. No signs or advertising devices shall be erected or maintained on any Lot, except signs which either identify the Owner or advertise the Lot for sale. All such Ownership signs shall be of native wood construction and no greater than four (4) square feet in area.
- (p) Water Systems. Except as provided below, each residential Structure shall be connected to a private water supply system at the sole expense of the Owner, and such system shall conform to all applicable standards of the State of Wyoming, Teton County or any other regulatory agency. Nothing contained herein shall restrict Lot 63 from being served by the Rivermeadows Water System.
- (q) Sewage Disposal. Each residential Structure shall be connected to a private sewage disposal system at the Owner's sole expense, and such sewage disposal system shall conform to all applicable standards of the State of Wyoming, Teton County or other regulatory agency. No outdoor toilets shall be permitted.
- (r) Common Roads. The Common Roads on the Property shall be private roads at all times, and each Lot Owner shall be responsible for an equal portion of the snow removal and maintenance costs for the Common Roads, as costs are incurred at the initiation of the Design Committee. Example: Maintenance and/or snow removal cost shall be pro-rated to Owners by dividing costs by number of Lots to which access is provided, however, undeveloped Lots (no

Structures) will be assessed at fifty percent (50%) of the assessment of developed Lots.

- (s) Snowmobiles and Motorcycles Prohibited. No snowmobile, motorcycle or similar device shall be operated on any Lot for recreational purposes.
- (t) Wildlife Protection. It is recognized by the Declarant and the purchasers or Owners of any Lot within the Property, that many wildlife species live on or migrate through the Property during various times of year. The following limitations on use and development are intended, in addition to all the other requirements of these Covenants, to protect, preserve and maintain the existing wildlife habitat on the Property and to minimize the adverse effects of development on wildlife habitat:
 - (1) No Owner of any Lot shall remove or alter or allow others to remove or alter any of the existing vegetation thereon, except as is necessary for the clearing and preparation of the Improvement Area for the purpose of constructing authorized Structures or roads thereon, or for the removal of dead or diseased trees from any portion of the Lot.
 - (2) Dogs and other domestic animals shall be controlled and restrained at all times.
 - (3) No hunting shall be allowed on the Property.
 - (4) No activity shall be allowed on any Lot which disturbs or harasses wildlife.
- (u) Mineral Activities Prohibited. No mining or other mineral extraction or development activities shall be permitted on any Lot. This restriction shall not prevent excavation of gravel in connection with the construction of improvements and roadways upon the Property.
- (v) Lot Subdivision Prohibited. Other than the possible division of Lot 66 pursuant to the restrictions stated on the Subdivision Plat recorded in the office of the clerk of Teton County Wyoming, no Lot shall be split or divided or subdivided.
- (w) Landscaping. It is the intent of these Covenants to provide for the preservation of the natural landscape as much as is possible. During the construction of all improvements, the portion of the Property affected by such

6. Maintenance Assessments.

(a) Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to have consented to be subject to these Covenants and agrees to pay the Design Committee:

- (1) Annual assessments or charges; and
- (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a lien on the Lots and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the entity or person who was the Owner of such Lot at the time when the assessment became due and payable.

(b) Purpose of Assessments. The assessments levied by the Design Committee shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property, to include road maintenance and utility line maintenance, dry fire hydrant maintenance, landscape maintenance, mailing costs and other related expenses incurred on behalf of the Design Committee.

(c) Annual Report. The Design Committee shall prepare an annual budget estimate for Common Services and administration of the Design Committee and fix the amount of the annual assessment based upon its estimate. Such annual budget shall be prepared and approved by the Design Committee at least thirty (30) days in advance of each annual assessment period beginning January 1 and ending December 31 of each year.

(d) Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Design Committee may levy, in any assessment year, a special assessment applicable to that year only 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 Property, the Common Road, or the Dry Fire Hydrant Easement Area, including fixtures and personal property related thereto, provided that any such assessment, except as required by the Board of County Commissioners of Teton County, shall have the assent of a majority of the Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose.

(e) Notice and Quorum for Any Action Authorized Under Paragraph (d). Written notice of any meeting called for the purpose of taking any action authorized under paragraph (d) shall be sent to all Lot Owners not less than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Lot Owners

or of proxies entitled to cast a majority of all the votes of the Lot Owners shall constitute a quorum. Each Lot shall be entitled to one (1) vote. In the event that the Owners of a Lot cannot agree how to vote shall not be counted for any purposes. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

- (f) Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots (except as provided in paragraph 5(r)) and may be collected on a monthly or annual basis. Lots owned by the Declarant shall not be assessed or required to pay assessments until sold by either a deed or contract for deed.
- (g) Date of Commencement of Annual Assessment; Due Dates. The annual assessments provided for herein shall commence as to all Lots subject to assessment on the first day of the month following the conveyance of the first Lot. The first annual assessment for Lots purchased thereafter shall be adjusted according to the number of months remaining in the calendar year. The Design Committee shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Design Committee. The Design Committee shall, upon demand for a reasonable charge, furnish a certificate signed by a member of the Design Committee setting forth whether the assessments on a specified Lot have been paid.
- (h) Effect of Nonpayment of Assessments; Remedies of the Design Committee. Any assessment not paid within thirty (30) days after the due date therefor shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Design Committee may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein.

7. Design Committee. The Design Committee shall consist of three (3) members. Decisions shall be by a majority

contracts and supervise Common Services, enforce the development and use regulations and take all other actions necessary to administer and enforce these Covenants.

(b) Meetings. The Design Committee shall meet from time to time as necessary to administer and enforce these Covenants.

(c) Common Services. The Design Committee shall contract for snow removal and periodic maintenance services on the Common Roads and Dry Fire Hydrant Easement Area. The Design Committee shall bill each Lot Owner for his share of the cost of snow removal and maintenance costs for the Common Roads and Dry Fire Hydrant Easement Area. The Design Committee shall submit billings for Common Services to each Lot Owner on a regular basis as determined by the Design Committee. Billings for Common Services shall be paid by Lot Owners within thirty (30) days of the billing date.

(d) Limitation of Liability. Neither the Design Committee nor any member thereof shall be liable to any party for any action or inaction with respect to any provision of these Covenants, provided that such Design Committee or member thereof has acted in good faith. The Lot Owners shall indemnify and hold harmless members of the Design Committee from all claims, demands, costs and causes of action for actions taken in connection with their duties as Design Committee members, including all costs and attorneys' fees.

8. Violations; Enforcements; Costs. The restrictions, limitations and requirements for land use and development set forth in these Covenants shall be enforceable by the Design Committee or any Owner of a Lot within the Property. Every Owner of a Lot within the Property hereby consents to the entry of an injunction, judgment or lien against him or her or his or her tenants or guests to terminate and restrain any violation of these Covenants or for the nonpayment of assessments due. Any Lot Owner who uses or allows his or her Lot to be used or developed in violation of these Covenants further agrees to pay all costs incurred by the Design Committee or other Lot Owner in enforcing these Covenants, including reasonable attorneys' fees.

9. Amendment; Variance. These Covenants may be amended by the written consent of seventy-five percent (75%) of the Lot Owners of the Property, excepting the provisions of paragraphs 5 (a), (e), (i), (m), (t) and (u) which shall require the approval of the Teton County Commissioners.

10. Duration of Covenants. All of the Covenants, Conditions and Restrictions set forth herein shall continue and remain in full force and effect at all times against the Property and the Owners and purchasers of any portion thereof, subject to the right of amendment as set forth in paragraph 9 hereof.

11. Severability. Any decision by a court of competent jurisdiction invalidating any part of paragraph of these Covenants shall be limited to those portions declared invalid.

DATED this 19th day of March, 1990.

Dale F. Kinsella
Dale F. Kinsella
Deborah Kinsella
Deborah Kinsella

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

The foregoing instrument was acknowledged before me by Dale F. Kinsella and Deborah Kinsella, this 19th day of March, 1990.

Witness my hand and official seal.



Cathy L. Donine
Notary Public

My Commission Expires: 3/20/93