

Supplemental Declaration  
for  
Unit 1 and Unit 2  
of  
Rivermeadows Subdivision, First Filing  
Teton County, Wyoming

This Supplemental Declaration is made this 19th day of October, 1979, by Newport View, as owner of certain real property in Teton County, Wyoming, more particularly described as all that real property (the "Property") shown and described as Unit 1 and Unit 2 on that certain Map of Rivermeadows Subdivision, First Filing, recorded on November 9, 1972, in the Office of the County Clerk of Teton County, State of Wyoming, in Book        of Map at Page        (the "Map").

Article 1

Definitions

1.1 Declarant. The term "Declarant" shall mean and refer to Newport View, its successors and assigns, under an instrument specifically designating such successor or assign as a successor or assign under this Supplemental Declaration.

1.2 Master Declaration. The term "Master Declaration" shall mean that certain Declaration of Covenants, Conditions and Restrictions for Rivermeadows, Teton County, Wyoming, dated September 28, 1979, and recorded on September 28, 1979, in the Office of the County

RECORDED	
COMPARED	
INDEXED	
ABSTRACTED	

Recorded 10-23 1979 at 9:00 o'clock A M  
in Book 92 of Photo Page 545 to 554  
No. 204329 22.00 pd  
W. Johnson County Clerk

Clerk of Teton County, State of Wyoming in Book 92 of  
Photos at Page 1-39.

1.3 Supplemental Declaration. The term "Supplemental Declaration" shall mean and refer to this Supplemental Declaration.

1.4 Other Definitions. Unless separately defined herein, the terms used herein shall have the same meaning as set forth in the Master Declaration, and the definitions therein contained are hereby incorporated herein by reference.

## Article 2

### Declaration

2.1 Declaration. Declarant, as owner of the property hereby declares that, except as hereinafter specifically stated in this Supplemental Declaration, all of the Property shall, at all times, be owned, held, used and occupied subject to all of the provisions, covenants, conditions and restrictions in the Master Declaration, each of which is hereby adopted and incorporated herein by this reference, and to the additional provisions, covenants, conditions and restrictions contained in this Supplemental Declaration.

2.2 Other Supplemental Declarations. The Property shall not be subject to any of the provisions, covenants, conditions or restrictions contained in any supplemental declaration or instrument prepared or recorded with respect to any other property unless and except to the extent that

any such provision, covenant, condition or restriction is herein or hereafter specifically adopted and made applicable to the property.

2.3 Amendment or Revocation. As provided in the Master Declaration, this Supplemental Declaration may be amended or repealed, with the written consent of Declarant, by the recording of a written instrument, specifying the amendment or the repeal, executed by Declarant and by the Owners of not less than two-thirds in area of the property then subject to this Supplemental Declaration, including lands owned by Declarant. No such amendment or repeal shall be effective with respect to the holder or successor or assign of the holder of a Mortgage recorded prior to recording of the instrument specifying the amendment or repeal unless the holder executes such instrument.

### Article 3

#### Land Classification

3.1 Lots. Each numbered parcel designated and shown as a "Lot" on the Map is and shall be a Lot as that term is defined and used in the Master Declaration.

3.2 Multiple Unit Parcels. No part of the Property shall be or constitute a Multiple Unit Parcel as that term is defined and used in the Master Declaration.

3.3 Ranch and Recreation Area. Each numbered parcel designated and shown as a "Tract" on the Map is and shall be

part of the Ranch and Recreation Area as that term is defined and used in the Master Declaration.

3.4 Roads. Each parcel designated and shown as a named "Road" not followed by "--County" on the Map is and shall be a Road as that term is defined and used in the Master Declaration.

#### Article 4

##### Supplemental Provisions Applicable to Lots

4.1 Residence Floor Area. The residence structure or complex which may be constructed on a Lot under the Master Declaration, with respect to each Lot in the Property, shall have a minimum living floor area, exclusive of garages, porches, patios and accessory structures of 1,500 square feet.

4.2 Height Limits. No residence structure and no other structure or above-ground improvement on a Lot shall exceed a height of twenty-five (25) feet, measurement to be in the manner provided for in the Teton County Development Regulations. On the following enumerated Lots, the Design Committee shall discourage and has the right to prohibit the construction of a dwelling, or any portion thereof or attachments thereto, or other improvement which exceeds the elevation listed below for the respective Lot. The elevation datum set forth below is based upon topographic surveys in the possession of the Design Committee and the information

contained in such surveys as to elevations shall, for the purpose of these restrictions on height, be deemed conclusive. Copies of the aforesaid topographic surveys are available at the office of the Design Committee for review.

<u>Lot No.</u>	<u>Elevation</u>
Lot 4 - Unit One	6236
Lot 2 - Unit Two	6180
Lot 3 - Unit Two	6180

4.3 Setbacks and Easements. Unless otherwise approved in writing by the Design Committee, construction of any dwelling or improvements is prohibited on designated setback areas of all Lots. The following Lots are subject to certain easements which cross portions of said Lots:

- Unit 2, Lot 1 - has electrical easement and waterline easement;
- Unit 2, Lot 2 - has equestrian and pedestrian access easement;
- Unit 2, Lot 3 - has pedestrian access easement;
- Unit 2, Lot 4 - has pedestrian access easement.

The Design Committee shall have the right to prohibit construction of any dwelling or other improvement on the areas subject to such easements. The approximate setback areas, and easements are shown on the development guide for this Supplemental Declaration.

4.4 Parking. The residence structure or complex which may be constructed on a Lot under the Master Declaration, with respect to each Lot on the Property, shall provide for enclosed parking space for at least two (2) automobiles in a garage either attached to or detached from the residence structure, in addition each of the aforesaid shall have at least two (2) outside parking places upon the Lot which parking places shall be within the setback lines set forth herein or in the design criteria of the Design Committee.

4.5 Landscaping and Maintenance. Lot Owners are encouraged to landscape their Lots, using indigenous species. The Design Committee shall retain the right to require that trees or shrubs on a Lot be located or trimmed so as to preserve or enhance the view from other Lots within the immediate vicinity, and to screen Lot improvements from view from roads and other Lots. Each Lot Owner shall maintain landscaping as approved by the Design Committee upon his Lot in good condition. An Owner shall remove weeds and trim grass and shrubs as often as the same shall become necessary, and otherwise remove waste materials from his Lot.

4.6 Home Occupations. Home occupations shall be limited to persons engaged in the professions of medicine, dentistry, law, design and fine arts, and other self-employed types of occupations, including but not limited to accounting, needlecrafts and collecting and marketing of objects d'art.

All home occupations shall be subject to the approval of the Design Committee and the following provisions:

(a) Any occupational use must be located within the dwelling used by such person for his or her home and no external evidence thereof shall be permitted.

(b) The total area devoted to occupational use shall not exceed twenty-five percent (25%) of the gross floor area of the dwelling, and in no event shall the same exceed four hundred (400) square feet. Garages or porches, attached or otherwise, shall not be included in the floor area.

(c) Only one assistant not a resident of the premises may be employed at any one time.

(d) Such home occupations may be engaged in by the occupant only, and may not be transferred between ownerships or from Lot to Lot.

(e) Other similar home occupations may be engaged in if not detrimental to other Owners if permitted by the Teton County Master Plan and only if such activity is approved by the Design Committee.

4.7 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. 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 the 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.

4.8 Fences. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Property, all property lines shall be kept free and open one to another and no fences or plantings simulating fencing shall be permitted on any Lot or Lot lines, except where in the opinion of the Design Committee, a fence or other enclosure, as a structure or aesthetic feature of a design concept, will contribute to and be in keeping with the character of the area. In any event all fencing or similar type screening shall be so designed as to appear to be a single visual element connected or related visually with the principal structure.

#### Article 5

##### Additional Provisions

5.1 Reserved Right to Enter for Development. Declarant, in continuation of its development in the area, at any time up to and including September 28, 1999, shall have and retain the right to enter upon any Lot in the Property and to clear or remove trees, shrubs and growing plants and to do such development work as may be necessary or desirable in connection with the installation of drainage or utilities facilities; in connection with the completion



and finishing of Roads, including grading, banking and paving; in connection with the filling and grading of any nearby or adjacent parcels of property; in connection with planting or landscaping work on any nearby or adjacent parcels of property; any easements referred to herein or in the Map or other easements approved by the Owner of the property affected and by Declarant, provided the same is accomplished without cost or expense to the owner of the Lot and no damage is done to any improvements thereon.

5.2 Provisions Herein Incorporated in Deeds. Each provision, covenant, condition and restriction contained in this Supplemental Declaration and contained in the Master Declaration shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any of the Property is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument.

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

Newport View, a general partnership

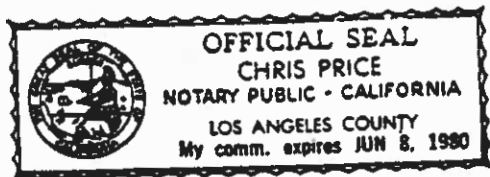
By: *Ronald H. Albrecht*  
Donald H. Albrecht  
General Partner

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

On this 19th day of October, in the year  
1979, before me, Chris Price, a  
Notary Public in and for said County and State, personally  
appeared Donald H. Albrecht,  
known to me to be the General Partner of  
Newport View

that executed the within instrument and acknowledged to me  
that the partner of Newport View  
executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and  
affixed my official seal the day and year in this certificate  
first above written.



Chris Price  
Notary Public  
In and for said County and State

(Seal)

My Commission Expires: June 8, 1980