

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SOUTH MILLWARD TOWNHOUSES

THIS DECLARATION, made on the date hereinafter set forth by The Millward Corporation, Inc. hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Teton County, Wyoming, which is more particularly described as:

Lots 4 & 5, Block 7 of the Third Karns Addition to the Town of Jackson, Teton County, Wyoming.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any rights, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to the South Millward Townhouse Homeowners Association, Inc., its successors and assigns.

Section 2. "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding contract sellers and others having any interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance.

Section 5. "Lot" shall mean and refer to any plot of land upon which a single townhouse unit together with an attached single car garage is located and shown by number upon any recorded subdivision map of the properties, with the exception of the Common Area.

Section 6. "Unit" shall mean a townhouse unit located on a lot.

Section 7. "Declarant shall mean and refer to The Millward Corporation their successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development."

ARTICLE II - PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common area which shall be appurtenant to and shall pass with title to every lot, subject to the following provisions:

a. The right of the Association to suspend the voting rights and right to use the

Grantor: MILLWARD CORPORATION, THE
Grantee: THE PUBLIC
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By CLAIRE K ABRAMS Deputy

recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

b. The right of the Association to dedicate or transfer all or any part of the 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. No such dedication or transfer shall be effective unless an Instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

c. The right of the Association to adopt reasonable rules and regulations insuring privacy to individual Unit Owners.

Section 2. Ownership. No unit may be subdivided into timeshares, interval ownership, use periods or any similar property interest commonly considered to call within the general conception of timesharing. All renting, leasing or other arrangements whereby parties other than the owner, and non-paying guests, occupy a unit shall be pursuant to written lease (or similar) agreements and subject to this Declaration and Rules and Regulations. Owners may not lease units for an initial term for less than thirty (30) days and all tenants and occupants shall be subject to such restrictions relating to parking, storage and pets as the Association may determine.

Section 3. Right of Entry. The Association and its employees shall have the right of entry to all lots and the Common Area for the purpose of lawn, road and building maintenance.

Section 4. Parking Rights. Ownership of each Lot shall entitle the owner or owners thereof to the exclusive use of not more than two (2) automobile parking spaces. The Association shall permanently assign parking spaces to each lot.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

a. when the total votes outstanding in Class A membership equal eight (8) or

b. on September 1, 1996.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the properties, hereby covenants, that each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (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 at the rate of 18% per annum, costs, late charges up to 15% of any unpaid amount, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property (the lot and the unit), against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the joint and several personal obligation of each person who was the Owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to successors in title unless expressly assumed by them, provided that the applicable lot and unit shall continue to be fully subject to the lien for such unpaid assessment and all other related charges.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents and owners of the properties and for the improvements and maintenance of Common Area, and of the exteriors of the buildings situated upon the properties.

Section 3. Regular Assessments. The regular assessments against all Lots within the property shall be based upon advance estimates of cash requirements by the Association to provide for the payment of all estimated expenses arising out of or connected with the maintenance and operation of the Common Area as well as the exteriors of the buildings situated upon the properties; which estimates may include, among other things, the expenses of management; taxes and special assessments unless or until Units are separately assessed; premiums for all insurance which the Association is required or permitted to maintain hereunder; repairs and maintenance; wages of Association employees; utility charges; legal and accounting fees; any deficit remaining from a previous period; creation of a reasonable reserve fund for periodic maintenance repair and replacement; and any other expenses and liabilities which may be incurred by the Association for the benefit of all of the Owners or by reason of this Declaration. Such shall constitute the estimated Common Expense, and all funds received from assessments under this paragraph shall be part of the Common Expense fund. Regular Assessments shall apply to Class A Members only.

In the event that the Common Expense fund provides inadequate funds during any fiscal year for whatever reason, including non-payment of any Owner's Assessment, the Association may levy additional assessments in accordance with the procedure set forth in Section 6 of this Article, except that such assessment need not be approved by the Owners.

Section 4. Insurance. Said assessments shall also be utilized to provide insurance as follows:

- a. The Association shall insure, or cause to be insured all structures, including the units, for their full insurable replacement cost (exclusive of land, foundation, excavation, and other items normally excluded from coverage), in the event of fire, vandalism, and extended coverage, and such other risk including flood and earthquake as the Board of Directors deems to be desirable, all with waivers of subrogation against owners and invitees.
- b. The Association will insure any Association owned personal property for for its full insurable value.
- c. The Association will carry liability insurance, in an amount determined by the Board of Directors, covering bodily injury, property damage, personal injury, non-owned auto liability and comprehensive general liability.
- d. The Association may carry a blanket bond to cover all directors and officers and employees in an amount determined by the Board.
- e. The Association may carry directors and officers liability insurance in an amount determined by the Board.

f. The Association may carry any other insurance it deems desirable.

g. The Association shall review annually the coverage and policy limits of all insurance on the Project and adjust the same at its discretion. It is the responsibility of the owner for any deductible that is necessary for the completion of any damage in which the insurance is used.

Section 5. Maximum Annual Assessment. Until January 1, 1994, the maximum annual assessment shall be Seven Hundred Eighty Dollars (\$780.00) per lot, which shall be payable quarterly at a rate of One Hundred Ninty-Five Dollars (\$195.00) per lot.

a. From and after January 1, 1994, the maximum annual assessment may be increased each year not more than 15% above the maximum assessment for the previous year, subject to clause (b) and section 6 below.

b. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 15% by a vote of a two-thirds (2/3) interest of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 6. Special Assessments for Capital Improvements. In addition to the regular assessments authorized above, the Association may levy, at any time and from time to time, upon the affirmative vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, special assessments, payable over such periods as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to their respective undivided interests in the Common Areas. Notice in writing of the amount of such special assessment and the time for payment thereof shall be given promptly to the Owners. All funds received from assessments under this paragraph shall be part of the Common Expense fund.

Section 7. Individual Assessments. In addition to assessments authorized under this Article, the Association may levy against any owner an Individual Assessment, payable to the Association over such periods as the Association may determine, for the purpose of paying, in whole or in part, the cost of replacing, repairing, cleaning, or otherwise correcting any damage to Units or Common Areas caused by the intentional or negligent act or omission of any such Owner, his family, guest, tenants, or invitees, except damages arising from normal wear and tear and damages to the extent covered by insurance.

Section 8. Notice and Quorum for any Action Authorized under Sections 3,4,5,6, and 7. Written notice of any meeting called for the purpose of taking any action authorized under Section 3,4,5,6, and 7 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of each class or membership shall constitute a quorum. 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 60 days following the preceding meeting. The above provision notwithstanding, if after two unsuccessful attempts to hold a meeting due to a lack of attendance by a sufficient number of Class A members to constitute a quorum, the Class B members shall be entitled to hold a meeting of the Association after giving at least 30 days notice, for the purpose of instituting and collecting annual assessments in accordance with Section 5 above.

Section 9. Uniform Rate of Assessment. Both annual and special assessments must

be fixed at a uniform rate for all lots and may be collected on a quarterly basis.

Section 10. Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors 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 Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of issuance.

Section 11. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot. No owner may vote at any meeting in which that owner has an outstanding balance due to the Association.

Section 12. Subordination of the Lien to Certain Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money loan evidenced by a first mortgage of record, including a deed of trust, and to any executory land sales contract. Also to the extent that Administrator of Veterans Affairs (Veterans Administration) or Federal Housing Administration is seller, or mortgagee, whether such contract is owned by the Veterans Administration or the Federal Housing Administration or its assigns, and whether such contract is recorded or not. The lien of such assessments shall be superior to any homestead exemption as is now or may hereafter be provided by Wyoming Law. The acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead exemption as against said assessment lien. Sale or transfer of any unit shall not affect the liens for said charges. No sale or transfer, or cancellation or forfeiture of executory land sales contract shall relieve such lot from liability for any such charges thereafter becoming or from the lien thereof.

ARTICLE V - ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change including color scheme or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association. In no event, shall the exterior color or stain of the building be other than earthtone; and adjoining units must be of the same color. It is understood that during the approval process for this development it was agreed with the Town of Jackson that no fences be permitted within the setbacks along Millward street. The setback on Millward Street is 20 feet.

In the event said Board fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI - PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the townhouse upon the Properties and placed on or adjacent

to the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of all building components, including each party wall, shall be the responsibility of the Association. Access for such purposes shall be granted. It is also understood that the homeowners association shall be responsible for a pro rata share of curb, gutter and/or sidewalks if in the future the Town of Jackson installs these along Millward Street.

ARTICLE VII - ANIMALS

No domestic animals or fowl shall be maintained on any lot other than, not more than, two generally recognized house or yard pets, such as cats and dogs, provided however, that such animals shall at all times be restrained or leashed, and subject to such limitations as may from time to time be set forth in the Rules and Regulations of the Association. Barn yard animals of any type shall not be permitted. Any violation of these provisions or Rules and Regulations established by the Board of Directors of the Association or other nuisance happening involving an owner, lessee, or guest animals, the Board shall have the right to demand immediate removal of the animals from the Properties.

ARTICLE VII - PROHIBITED STRUCTURES

No house trailers, mobile home, tent, teepee, truck camper, snowmobile, trailer, recreational vehicle, boat or open storage shall be placed or maintained on the properties or stored within any other open storage, except as kept within the garage.

The term "trailer home" or "mobile home" as used herein shall mean any building or structure with wheels and/or axles and any vehicle, used at any time, or so constructed so as to permit its being used for the transport thereof upon the public streets or highways and constructed in a manner as to permit occupancy thereof as a dwelling or sleeping place for one or more persons, and shall also mean any such building, structure or vehicle, whether or not wheels and/or axle have been removed, after such building, structure or vehicle has been placed either temporarily or permanently upon a foundation.

ARTICLE IX - SIGNS AND LIGHTS

No signs of any character shall be placed or maintained on any lot within the Area except a sign identifying the owner or occupant of a lot which sign shall not exceed one (1) square foot; and, a sign advertising the premises for sale or rent or open for inspection, which sign shall not exceed three (3) square feet. Any exterior light must be so arranged so as to reflect the light away from the neighboring lots and away from the vision of passing motorists.

ARTICLE X - OUTSIDE ACTIVITIES

No outside clothes lines or other outside clothes drying or airing facilities shall be permitted whatsoever. There shall be no exterior fires whatsoever, except barbecue fires contained within receptacles designed for such fires and such additional fires as may from time to time be permitted by the Association Rules and Regulations. No vehicle or accessory shall be parked outside in excess of 10 days without the express written consent of the Board of Directors. A Unit Owner shall keep his patio and/or deck clean and sightly at all times and shall not use said patio and/or deck for storage, other than barbecue grill, except with the express written approval of the Board of Directors.

Section 4. Duration and Amendment. The covenants and restriction of this Declaration shall run with the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded in the Office of the County Clerk for Teton County, Wyoming and as long as there is a Class B membership, any amendment hereto will require the prior approval of the Federal Housing Administration or the Veterans Administration, if such agencies are involved in the long term financing of units within this development.

Section 5. Easements. Easements in, over, across and above the Common Area are hereby reserved by the Declarant for utility and construction purposes, and such other uses and purposes as the Declarant may deem necessary or appropriate for the service of and to the properties. The Declarant reserve the exclusive right to create and assign any and all of said easements and rights.

Section 6. Captions, Gender and Grammar. The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope and intent of this Declaration or any provision hereof. The Singular wherever used shall be construed to mean the plural whenever applicable or vice versa, and necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, etc., shall be assumed in each case as though made.

Section 7. FHAVA Approval. As long as there is a Class B Membership, the following actions will require the prior approval of the FHA or the VA: annexation of additional properties, dedication of common area, amendment of this declaration of covenants, conditions and restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have duly executed this Declaration this 25 day of Oct 1993.

Scott M. Shepherd Pres.
Scott M. Shepherd President Millward Corporation, Inc.

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

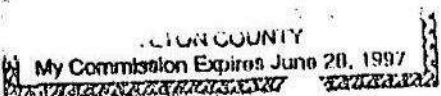
THIS DOCUMENT WAS RECORDED
WITHOUT A CORPORATE SEAL.
TETON COUNTY CLERK'S OFFICE

The foregoing instrument was acknowledged before me by Scott M. Shepherd President of The Millward Corporation, Inc. this 25 day of Oct 1993.

WITNESS my hand and official seal.

[Signature]
Notary Public

My Commission Expires:



ARTICLE XI - WASTE AND TRASH DISPOSAL

All garbage and trash shall be placed and kept in covered containers which shall be maintained so as not to be visible from neighboring lots. The collection and disposal of garbage and trash shall be in strict compliance with such Rules and Regulations as may be adopted by the Association, which may provide for common collection points. The maintenance of accumulated waste plant materials is prohibited. The cost of garbage and trash collection shall be paid by each Owner, in accordance with the billing of the collector, unless the collector requires the Association to be the entity responsible for making the payment, in that event the necessary amounts will be added to each month's assessment for each lot.

ARTICLE XII - EXTERIOR MAINTENANCE

Section 1. Common Area. The Association shall maintain the Common Area and all structures.

Section 2. Lots. The Association shall provide exterior maintenance upon each lot as follows: paint, stain, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, drives, fences, decks, and other exterior improvements, which shall also include any constructed drainage facility.

In the event that any owner, after obtaining approval of the Board of Directors, places improvements upon his Lot which increase the cost of maintaining such lot, such additional cost shall be added to and become part of the assessment to which owner's lot is subject.

All exterior landscaping shall be the express responsibility of the Owner. If at any time it becomes necessary for the Homeowners Association to assume either installation or maintenance of an owner's landscaping, such cost shall be added to and become part of the assessment to which such owner's lot is subject. All snow removal weather the responsibility of the homeowner or the homeowners association shall be done in a way as not to restrict parking, circulation, or traffic visibility. By this section of the CC&R's the storage of snow shall be prohibited if would cause any of the above.

Section 3. Additional Liability. In the event that the need for exterior maintenance or repair of any part of the Property, of the improvements thereon is caused through willful or negligent acts of an owner, his family, guests, invitees, or tenants, to the extent the cost thereof is uninsured, such cost shall be added to and become part of the assessment to which such owner's lot is subject.

ARTICLE XIII - GENERAL PROVISIONS

Section 1. Enforcement. The Association or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Indemnification. The Declarant, Board of Directors, officers, or members of any committee shall not be liable to any party for any acting or inaction with respect to any provision of these covenants or Rules and Regulations, provided such individuals acted in good faith. All such individuals shall be indemnified and held harmless by the property owners from liability, damages, and expenses, including reasonable attorney's fees, for any decision or action they may make while acting in good faith within the scope and course of their duties.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.