

Supplemental Declaration  
for  
Rivermeadows Subdivision, Third Filing  
Teton County, Wyoming

This Supplemental Declaration is made this 22 day of  
MAY, 1981, by Newport View, Donald H. Albrecht,  
JoAnne Albrecht, and Meadowrivers, Inc. as owners of certain  
real property in Teton County, Wyoming, more particularly  
described as all that real property (the "Property") shown  
and described on that certain Map of Rivermeadows Subdivision,  
Third Filing, recorded on 26th day of May, 1981, in  
the office of the County Clerk of Teton County, State of  
Wyoming, in Book 1 of Map at Page 17  
(the "Map").

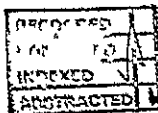
Article 1  
Definitions

1.1 Declarant. The term "Declarant" shall mean and  
refer to Newport View, Donald H. Albrecht, JoAnne Albrecht,  
Meadowrivers, Inc., their 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 28 September, 1979, and recorded on 28 September, 1979,  
in the office of the County Clerk of Teton County, State of  
Wyoming in Book 92 of Photos at Pages 1 to 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.



Recorded	6-1 1981 at 10:25	clock A
in Book	112	of Photo Page 22-28
No.	225914	\$16.00 pd
V. Jolynn Coonce		County Clerk
by <i>[Signature]</i> Dep.		

Article 2  
Declaration

2.1 Declaration. Declarants, as owners of the property, hereby declare 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 Declarants by the recording of a written instrument, specifying the amendment or the repeal, executed by Declarants and by the Owners of not less than two-thirds an area of the property then subject to this Supplemental Declaration, including lands owned by Declarants. 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 Lots. Each numbered parcel designated and shown as "Ranch Lot" 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 or Land or Court" 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 thirty (30) 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 56	6222
Lot 57	6220
Lot 58	6208

4.3 Landscaping and Maintenance. Lot Owners are required 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.

4.4 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, needle-crafts, 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.

4.5 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.

MEADOWRIVERS, INC.

NEWPORT VIEW, A GENERAL PARTNERSHIP

By: *James J. Malone*  
 Title: *Vice President*

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

By: \_\_\_\_\_  
 Title: \_\_\_\_\_

*Donald H. Albrecht*  
 Donald H. Albrecht

*JoAnne Albrecht*  
 JoAnne Albrecht

STATE OF CALIFORNIA  
 COUNTY OF *Los Angeles*

ON *May 22nd* 19*81*  
 before me, the undersigned, a Notary Public in and for the said State, personally appeared *James J. Malone*, known to me to be the *Vice* President, and \_\_\_\_\_, known to me to be the \_\_\_\_\_ Secretary of \_\_\_\_\_ the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.  
 WITNESS my hand and official seal.

*Chris Price*  
 Notary Public in and for said State.

ACKNOWLEDGMENT—Corp.—Piv. & Sec.—Notar. Publ. 228—Rev. 3-81



Supplemental Declaration  
for  
Rivermeadows Subdivision, Third Filing  
Teton County, Wyoming

The foregoing instrument was acknowledged before me  
by Donald H. Albrecht and JoAnne Albrecht on this             
day of           , 1981.

Witness my hand and official seal.



\_\_\_\_\_  
Notary Public

(Seal)

My Commission Expires:

The foregoing instrument was acknowledged before me  
by \_\_\_\_\_ and \_\_\_\_\_  
on this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

(Seal)

My Commission Expires: