

SUPPLEMENTAL DECLARATION  
FOR  
SECOND FILING  
OF  
RIVERMEADOWS SUBDIVISION  
TETON COUNTY, WYOMING

This Supplemental Declaration is made this 22nd day of May, 19 81, 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 in that certain plat denominated Rivermeadows Subdivision, SECOND Filing, recorded on 17th October, 1979, in the office of the County Clerk of Teton County, State of Wyoming, as Plat No. 389.

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 Clerk of Teton County, State of Wyoming in Book 92 of photos pages 1 to 39.

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

1.4 Cluster. The term "Cluster" shall mean and refer to one or more structures containing dwelling units, shown on a recorded plat, which is designated as the "Property" made the subject of a Supplemental Declaration and which is located within a Multiple Unit Parcel.

1.5 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.

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 of the dwelling units located in the Multiple Unit Parcel then subject to this Supplemental Declaration, including units 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 Classifications

3.1 The Property described herein is hereby designated a Cluster located within Multiple Unit Parcel #1, as defined in the Master Declaration.

3.2 Ranch and Recreation Area. Each numbered parcel designated and shown as a "Tract" on the plat is and shall be part of the Ranch and Recreation Area as that term is defined and used in the Master Declaration.

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

3.4 Limited Common Area. All portions of the Property not designated as a particular land classification as set forth in the Master Declaration is hereby designated Limited Common Area for the above referenced Multiple Unit Parcel.

## Article 4

### Property Subject to this Supplemental Declaration

4.1 Subject Property. The Property heretofore described as the "Property" shall be the Property subject, initially, to this Supplemental Declaration.

4.2 Additions. Contiguous Property which is designated as a Cluster or Limited Common Area may be added to the Multiple Unit Parcel referred to herein by Declarant by the filing of record of a Supplemental Declaration or Declarations with respect to such land which designates it as a Cluster or Limited Common Area which is part of the Multiple Unit Parcel. For this purpose, "Contiguous" Land shall also mean land which is separated from the property described herein by an area dedicated as Association Property, as defined in the Master Declaration.

## Article 5

### Maintenance of Exteriors Limited Common Areas and Common Systems

In addition to maintenance of the Association Property, the Association shall provide exterior maintenance upon each improvement situated upon the Property, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces (excluding glass surfaces or doors, screens or screen doors); landscape maintenance and snow removal; (except fenced patio areas) maintenance of the walls, parking spaces, roadways and facilities comprising Association Property and Limited Common Area and repair, replacement and maintenance of any portions of common utility systems located outside of any dwelling unit.

In the event that the need for maintenance or repair is caused through the wilful or negligent act of any owner, his family, guests, tenants or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such dwelling unit is subject.

The above obligation does not include any maintenance or repairs caused by fire or other casualty to dwelling units.

## Article 6

### Party Walls and Party Fences

6.1 General Rules of Law to Apply. Each wall or fence which is built as a part of the original construction of any clust or other improvement constructed upon the Property and placed on the dividing line between any dwelling unit 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 of liability for property damage due to negligence or wilful acts or omissions shall apply thereto. The owners of contiguous dwelling units who have a party wall or party fence shall both have the right to use such wall or fence, provided that such use by one owner does not interfere with the use and enjoyment of the same by the other owner.

6.2 Cost of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or party fence shall be shared by the owners who make use of the wall in proportion to such use.

6.3 Damage or Destruction. If a party wall or party fence is destroyed or damaged by fire or other casualty, any owner who has used the wall or fence may, subject to the approval of the appropriate subcommittee of the Design Committee, restore it, and, if the other owners thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such owners to call for a larger contribution from the owners under any rule of law regarding liability for negligent or wilful acts or omissions. Notwithstanding any other provision of this Article, a owner who by his negligent or wilful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such element

6.4 Structural Integrity. There shall be no impairment of the structural integrity of any party wall or party fence without the prior written consent of all owners having any interest therein, the first mortgagees of each such owner, and the Design Committee.

## Article 7

7.1 Hazard and Flood Insurance. Each owner shall obtain, and maintain in effect fire and appropriate extended insurance coverage and other appropriate damage and physical loss insurance, all in an amount equal to the then current full replacement value of each unit owned by such owner, which insurance shall be subject to such additional requirements as may be established from time to time by the Board by resolution. Such additional insurance requirements may be set forth in agreements or other undertakings which the Board may enter into with or for the benefit of holders or insurers of mortgages secured upon portions of the property.

7.2 Obligation to Repair and Restore.

(a) Subject only to the rights of an institutional

shall be first applied to the repair, restoration, or replacement of such unit. Each owner shall be responsible for the repair, restoration, or replacement of each unit owned by such owner pursuant to the terms hereof. Any such repair, restoration or replacement shall (subject to advances and changes in construction techniques and materials generally used in such construction and then current generally accepted design criteria) be generally harmonious with the other units, and reconstruction must be consistent with plans approved by Design Committee.

(b) If the proceeds of the insurance are insufficient to pay for the cost of repair, restoration, or replacement of a unit, the owner of such unit shall be responsible for the payment of any such deficiency necessary to complete the repair, restoration, or replacement.

(c) If the insurance proceeds are in excess of the amount necessary for the repair, restoration, or replacement of a unit, the owner of such unit shall be entitled to such excess in accordance with the provisions of the applicable insurance policy or policies and subject to the terms of any mortgage covering such unit.

7.3 Association Rights. If any owner fails to obtain the insurance required in this Article, or fails to pay the premiums therefor when and as required or fails to otherwise perform the obligations of a owner under this Article, the Association may (but shall not be obligated to) obtain such insurance, make such payments for any such owner and/or perform such obligations, and add the cost of such payments or performance, as a special assessment, to the general assessment of such owner.

7.4 Additional Insurance. Each owner may obtain additional insurance at his own expense, provided, however, that no owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on any part of the property at any time.

## Article 8

### Supplemental Provisions for Multiple Unit Parcel

8.1 Parking. Ownership of each dwelling unit shall entitle the owner or owners thereof to the use of not more than 3 automobile parking spaces, which shall be as near and convenient to said dwelling unit as reasonably possible, together with the right of ingress and egress in and upon said parking areas. The Association shall permanently assign the vehicle parking spaces for each dwelling unit, if not specified in a plat showing the same.

8.2 Dwelling Unit Floor Area. Each dwelling unit in any cluster or individual structure shall have a minimum floor area, exclusive of garages, porches, patios and accessory structures of 1200 square feet.

8.3 Height Limits. No dwelling structure and no other structure or above-ground improvement on a lot shall rise more than 3 stories and no dwelling structure and no other structure or above-ground improvement on a lot shall rise more than 35 feet in height, measured from the median point on grade, adjacent to the structure.

8.4 Set Back Requirements. All above-ground improvements on the Multiple Unit Parcel, except landscaping and necessary crossing by access drives, bridges or paths and except improvements necessary or desirable in connection with any easements referred to herein on the plat of the Property or other easements approved by the Declarant, shall be set back at least 5 feet from the boundaries of the Multiple Unit Parcel which are established and shown on the plat.

8.5 Building Length. The length of any single building in a Multiple Unit Parcel shall not exceed 150 feet.

## Article 9

### Multiple Unit Parcel Assessment

9.1 Purpose of Assessment. The Multiple Unit Parcel Assessment shall be used for any purposes set out in the Master Declaration, and this Supplemental Declaration, including but not limited to exterior maintenance, maintenance and operation of Limited Common Areas and common systems with this said parcel, and including establishment of reserves to provide for the foregoing.

9.2 Method of Assessment. The method of assessment shall be as set forth in the Master Declaration.

9.3 Basis of Assessment. The basis of the assessment shall be as set forth in the Master Declaration.

## Article 10

### 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.

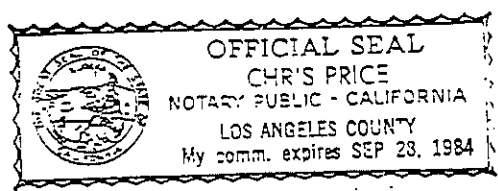
Ronald H. Albrecht  
Ronal H. Albrecht

STATE OF CALIFORNIA,  
COUNTY OF Los Angeles } ss.

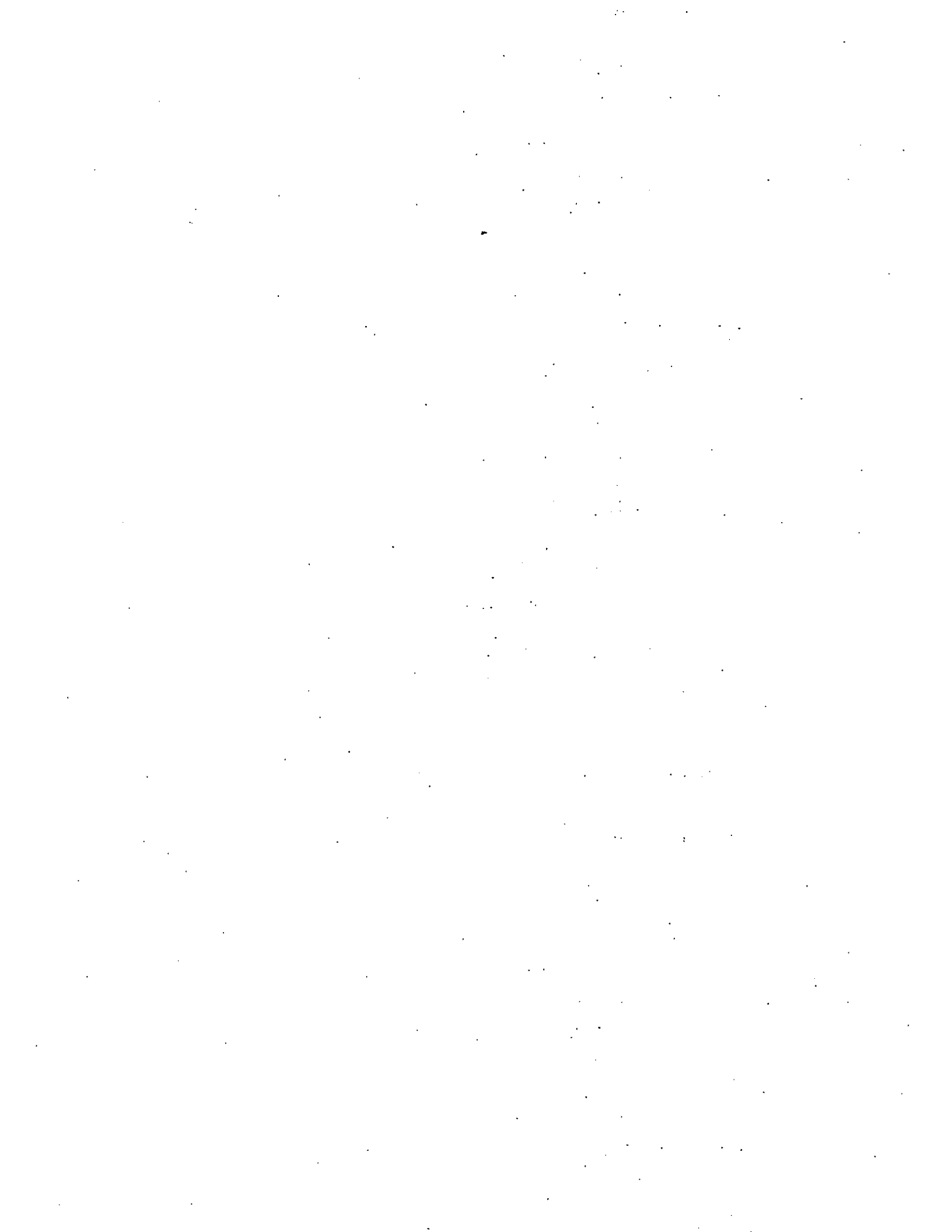
ON May 22nd, 1981  
before me, the undersigned, a Notary Public in and for said State, personally appeared

Ronald H. Albrecht, known to me,  
to be one of the partners of the partnership that executed the within Instrument, and acknowl-  
edged to me that such partnership executed the same.

WITNESS my hand and official seal.



Chr's Price  
Notary Public in and for said State.





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 1 (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

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 in 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

ownership or from lot to lot.  
the occupant only, and may not be transferred between  
(d) Such home occupations may be engaged in by  
premises may be employed at any one time.

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

(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.  
Design Committee and the following provisions:

home occupations shall be subject to the approval of the  
crafts and collecting and marketing of objects of art. All  
occupations, including but not limited to accounting, needle-  
law, design and fine arts, and other self-employed types of  
to persons engaged in the professions of medicine, dentistry,  
4.4 Home Occupations. Home occupations shall be limited

wise remove waste materials from his lot.  
shrubs as often as the same shall become necessary, and other-  
condition. An owner shall remove weeds and trim grass and  
as approved by the Design Committee upon his lot in good  
and other lots. Each lot owner shall maintain landscaping  
vicinity, and to screen lot improvements from view from roads  
serve or enhance the view from other lots within the immediate  
trees or shrubs on a lot be located or trimmed so as to pre-  
The Design Committee shall retain the right to require that  
required to landscape their lots, using indigenous species.

4.3 Landscaping and Maintenance. Lot Owners are

Lot 56 6222  
Lot 57 6220  
Lot 58 6208

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

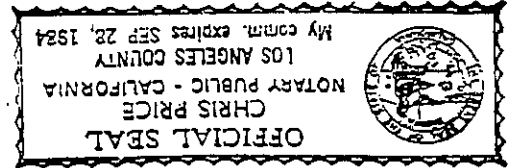
Supplemental Provisions Applicable to Lots

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.

Notary Public in and for said State.

*Chris Price*



WITNESS my hand and official seal.  
resolution of its board of directors.

to me that such Corporation executed the within instrument pursuant to its by-laws or a  
executed the within instrument, on behalf of the Corporation herein named, and acknowledged  
the Corporation that executed the within instrument, known to me to be the persons who

to be the \_\_\_\_\_ Secretary of \_\_\_\_\_  
\_\_\_\_\_ President, and \_\_\_\_\_ known to me  
before me, the undersigned, a Notary Public in and for the said State, personally appeared  
ON \_\_\_\_\_ 19 \_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_  
ss. \_\_\_\_\_

Joanne Albrecht

Donald H. Albrecht

Donald H. Albrecht  
General Partner

NEWPORT VIEW, A GENERAL PARTNERSHIP

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

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

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

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

Supplemental Declaration the day and year first above written.

IN WITNESS WHEREOF Declarant has executed this

instrument.

or not set forth or referred to in such deed or other  
any of the property is granted, devised or conveyed, whether  
other instrument by which any right, title or interest in  
Declaration shall be deemed incorporated in each deed or  
this Supplemental Declaration and contained in the Master

in it 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.

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.

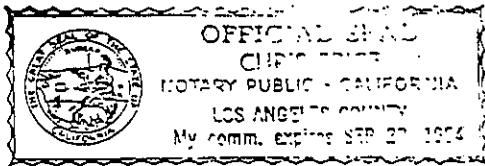
Additional Provisions

Article 5

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 ~~4th~~ 27th  
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

