

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BUFFALO HEAD DEVELOPMENT

THIS DECLARATION, made on the date hereinafter set forth by Buffalo Head Development, a Wyoming Limited Partnership, by Benjamin K. Bachman, General Partner, hereinafter referred to as "Declarant".

WITNESSETH:

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

See Exhibit "A" attached hereto and by this reference made a part hereof. Said real property having been duly platted as the "Buffalo Head Townhouses".

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 right, 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 Buffalo Head Homeowners Association, Inc., a Wyoming Non-Profit Corporation, its successors and assigns.

Section 2. "Owner" 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, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

RECORDED	✓
COMPARED	✓
INDEXED	✓
ABSTRACTED	✓

Recorded	10-28	1980	at 9:05 o'clock A.M.
Book	105	of Photo	Page 31-46
No.	217846		\$34.00 pd
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by <i>Ann Licks</i> Dep.			

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 of the first lot is described as follows:

All that area described on the plat as Common Area and dedicated on the plat to the Association.

Section 5. "Lot" shall mean and refer to any plot of land upon which a single townhouse unit is located and shown 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 Buffalo Head Development, a Wyoming Limited Partnership, its successors and assigns.

Section 8. "Articles" shall mean the Articles of Incorporation for the Buffalo Head Homeowners Association, Inc.

Section 9. "Bylaws" shall mean the Bylaws for the Buffalo Head Homeowners Association, Inc.

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 the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the 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;

(c) 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 2/3 of each class of members has been recorded.

Section 2. Ownership. The ownership of any townhouse unit/lot may be held in any legally recognized manner or form, except under a time sharing arrangement whereby less than 100% of the fee simple interest in a townhouse unit is sold upon some basis of limited time. Such time sharing arrangements are inconsistent with the Declarant's desires and would tend to provide a degree of transientness and commercialism to what is intended to be a neighborhood residential development. The rental of townhouse units should, to the extent possible, be for periods of 30 days or more. Shorter rental periods are allowed, unless in the sole discretion of the Association Board of Directors such use constitutes a nuisance and is incompatible with the residential nature of the property. In such event the Board of Directors shall be authorized to restrict all of the townhouse units to rental periods of not less than 30 days.

Section 3. Delegation of Use. The Declarant assigns to the Association for the use and benefit of all residents within the property, the right to use a certain 15 foot access easement as provided in the Grant of Right-of-Way Easement agreement recorded in the Office of the Teton County Clerk on July 17, 1980, in Book 101 of Photo, pages 376-383. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 4. Parking Rights. Ownership of each Lot/Unit 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/Unit.

Section 5. Special Use Plots. Ownership of each Lot/Unit shall entitle the owner or owners thereof to the exclusive right to landscape and beautify, including the right to ingress and egress thereon, of the special use plot(s) which may be permanently assigned to each Lot/Unit by the Association.

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 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 vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to four (4) 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 the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on January 1, 1985.

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, and 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 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, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the buildings, Common Area and the 15' access easement described in the Grant of Right-of-Way Easement agreement recorded in the office of the Teton County Clerk on July 17, 1980, in Book 101 of Photo, page 376-383.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Six Hundred Dollars (\$600.00) per lot/unit, which shall be payable monthly at the rate of Fifty Dollars (\$50.00) per lot/unit.

(a) 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 each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(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 5% by a 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.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association 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 Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 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 the votes of each class of 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.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots/units and may be collected on a monthly basis.

Section 7. 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/unit 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/unit 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 its issuance.

Section 8. Effect of Nonpayment of Assessments:
Remedies of the Association. Any assessment not paid within thirty (30) days after the 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/unit.

Section 9. Subordination of the Lien to 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 deed of trust) and to any executory land sales contract wherein the Administrator of Veterans Affairs (Veterans Administration) is seller, whether such contract is owned by the Veterans 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 lot/unit shall not affect the liens for said charges except that sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, including deed in lieu of foreclosure or cancellation or forfeiture of an executory land sales contract shall extinguish the lien of such charges as to payments which became due prior to such sale, transfer or cancellation or forfeiture of executory land sales contract. 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 due 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, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, 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; however, any approval shall be entirely discretionary with the Board.

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 homes 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 a party wall shall be shared by the Owners who make use of the wall in proportion to such use. Access for such purposes shall be granted.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, 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 others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII - ANIMALS

No domestic animals or fowl shall be maintained on any lot/unit other than not more than two generally recognized house or yard pets, 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 Bylaws of the Association, which may reduce the allowable number, restrict the type of pet, or require that such pets be confined indoors. Barn yard animals of any type shall not be permitted to be kept or maintained. 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 guests animals, Board shall have the right to demand immediate removal of the animals from the Properties.

ARTICLE VIII - PROHIBITED STRUCTURES

No house trailer, mobile home, tent, teepee, truck camper, recreational vehicle or boat shall be placed or maintained on the Properties. 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/unit within the Area except a sign identifying the Owner or occupant of a lot/unit, 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 neighboring lots/units and away from the vision of passing motorists.

ARTICLE X - 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/units. 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/unit.

ARTICLE XI - HOUSEHOLD WASTE DISPOSITION

All units shall be equipped with mechanical trash compactors; all kitchen and other appropriate refuse shall be disposed of through the trash compactor prior to placement in an exterior garbage container. No such waste shall be placed in an exterior garbage container for removal unless it has first been compacted through a household unit.

ARTICLE XII - OUTSIDE ACTIVITIES

Outside clothes lines or other outside clothes drying or airing facilities shall be maintained exclusively within a fenced service yard and shall not be visible from neighboring lots/units. 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. There shall be no outside recreational or playground equipment permitted, except upon written approval of the Association Board of Directors, which written approval may contain limitations or restrictions. There shall be no outside storage permitted, except for fire wood. No vehicle or accessory shall be parked or stored in excess of 30 days nor shall any outside mechanical work be performed without the express written consent of the Association Board of Directors.

ARTICLE XIII - EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

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

ARTICLE XIV - 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 action or inaction with respect to any provision of these covenants, the Articles or Bylaws of the Homeowners Association, 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 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 wise affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind 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. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) 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.

Section 5. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions 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: annexation of additional properties, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 28 day of October, 1980.

BUFFALO HEAD DEVELOPMENT
a Wyoming Limited Partnership

BY: Benjamin K. Bachman
Benjamin K. Bachman, General Partner

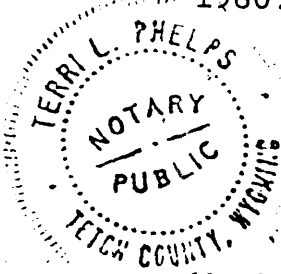
STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Benjamin K. Bachman as General Partner of Buffalo Head Development, a Wyoming Limited Partnership, this 28th day of October, 1980.

Witness my hand and official seal.

TERRI L. PHELPS
Notary Public

My Commission Expires: 8-27-83



Description

for

BENJAMIN K. BACHMAN and PATRICIA BACHMAN

of

BUFFALO HEAD TOWNHOUSES

To-wit:--

A tract of land in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 34, T41N, R116W, 6th P.M., Teton County, Wyoming within the incorporated limits of the Town of Jackson, described as all of the north 100 feet of that tract of record in the Office of the Clerk of said County in Book 12 of Deeds on Page 571 excepting that part conveyed in a deed of record in said Office in Book 13 of Deeds on Page 320, said north 100 feet secondarily described as follows:

COMMENCING at the southeast corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$, marked by a 2-inch diameter galvanized steel pipe with a brass cap inscribed "PAUL N. SCHERBEL RLS 164 BIG PINEY, WYOMING, T41N R116W, N1/16 S34|S35, 1965";

thence N38°-07.0'W, 374.88 feet to the POINT OF BEGINNING, on the north line of said tract in Book 12, identical to the northeast corner of said tract in Book 13; marked by a steel T-shaped stake with a chromed cap inscribed "SURVEY POINT DO NOT DISTURB RLS 164";

thence N89°-44.5'E, 238.03 feet along the prolongation of the north line of said tract in Book 13, identical with the north line of said tract in Book 12, to the northeast corner of said tract in Book 12 on the east line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$;

thence S01°-17'W, the base bearing for this description, 100.04 feet along said east line, identical with the east line of the tract in said Book 12 to a point;

thence S89°-44.5'W, 235.40 feet along a line parallel with and 100 feet south of said north line to a point on the east line of said tract in Book 13;

thence N00°-13.5'W, 100.00 feet along the east line of said tract to the POINT OF BEGINNING;

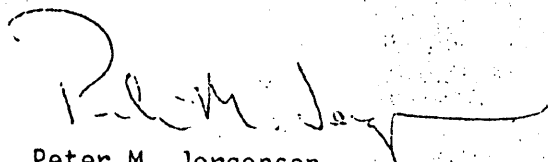
CONTAINING 0.543 acres, more or less;

each point marked by a steel T-shaped stake 18 inches long with a

chromed cap inscribed "SURVEY POINT PETER M. JORGENSEN PE & LS 2612";

SUBJECT TO an easement for an existing public road 20 feet in width for Nelson Drive extended across the northeast part of the described 0.543 acre tract;

TOGETHER WITH an easement appurtenant to the described 0.543 acre tract for the purposes of an access road, parking, drainage and utilities, along a strip of land 15 feet in width with the north line of said strip identical with the south line of said described tract.



Peter M. Jorgensen
Professional Engineer and Land Surveyor
Wyoming Registration No. 2612

June 26, 1980