



Jackson Hole Title & Escrow

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CREEKSIDE VILLAGE

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TABLE OF CONTENTS FOR
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CREEKSIDE CLUSTERS

	<u>Page</u>
 ARTICLE I - DEFINITIONS	
Section 1. Association.....	1
Section 2. Owner.....	1
Section 3. Properties.....	2
Section 4. Common Area.....	2
Section 5. Limited Common Area.....	2
Section 6. Special Use Area.....	2
Section 7. Lot.....	3
Section 8. Declarant.....	3
Section 9. Member.....	3
Section 10. Bylaws.....	3
Section 11. Certificate and Articles.....	3
Section 12. Declaration.....	3
 ARTICLE II - PROPERTY RIGHTS	
Section 1. Owner's Easements of Enjoyment...	3
Section 2. General Easements.....	4
Section 3. Delegation of Use.....	5
Section 4. Parking Rights.....	5
Section 5. Use of Limited Common Areas.....	5
Section 6. Use of Special Use Areas.....	6
Section 7. Ownership and Rental.....	6
 ARTICLE III - MEMBERSHIP AND VOTING RIGHTS	
Section 1. Creekside Village Association....	7
Section 2. Voting Membership.....	7
 ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS	
Section 1. Creation of the Lien and Personal Obligation of Assessments.....	8
Section 2. Reduced Assessment.....	8
Section 3. Purpose of Assessments.....	9
Section 4. Maximum Annual Assessment.....	11
Section 5. Special Assessments for Capital Improvements.....	12
Section 6. Notice and Quorum for Any Action Authorized Under Section 4 and 5.	12
Section 7. Uniform Rate of Assessment.....	13
Section 8. Date of Commencement of Annual Assessments: Due Dates.....	13
Section 9. Effect of Nonpayment of Assessment Remedies of the Association.....	14

Section 10.	Subordination of the Lien to Mortgages.....	14
ARTICLE V - ARCHITECTURAL CONTROL.....		15
ARTICLE VI - PARTY WALLS		
Section 1.	General Rules of Law to Apply...	16
Section 2.	Sharing of Repair and Maintenance.....	16
Section 3.	Destruction by Fire or Other Casualty.....	16
Section 4.	Weatherproofing.....	17
Section 5.	Right to Contribution Runs with Land.....	17
Section 6.	Arbitration.....	17
Section 7.	Other Common Features.....	17
ARTICLE VII - SIGNS AND LIGHTS.....		17
ARTICLE VIII - WASTE AND TRASH DISPOSAL.....		18
ARTICLE IX - OUTSIDE ACTIVITIES.....		19
ARTICLE X - PARKING RESTRICTIONS.....		19
ARTICLE XI - PROHIBITED USES.....		20
ARTICLE XII - EXTERIOR MAINTENANCE.....		21
ARTICLE XIII - PROHIBITED STRUCTURES.....		21
ARTICLE XIV - ANIMALS.....		22
ARTICLE XV - OIL AND MINING.....		23
ARTICLE XVI - GENERAL PROVISIONS.....		23
Section 1.	Enforcement.....	23
Section 2.	Indemnification.....	24
Section 3.	Severability.....	24
Section 4.	Amendment.....	24
Section 5.	Easements.....	25
Section 6.	Phasing and Annexation.....	26
Section 7.	Construction.....	27
Section 8.	FHA/VA Approval.....	27
ARTICLE XVII - LOTS SUBJECT TO DECLARATION, BYLAWS, RULES AND REGULATIONS.....		28

CREEKSIDE VILLAGE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by H & N CONSTRUCTION COMPANY, A California Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

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

See Exhibit "A" attached hereto and by this reference made a part hereof. Said real property having been platted as "Creekside Village".

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" means Creekside Village Homeowners Association, Inc., a Wyoming Non-Profit Corporation, its successors and assigns.

Section 2. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any lot which

DESCRIPTION

FOR

H & N CONSTRUCTION COMPANY

FOR

CREEKSIDE VILLAGE FIRST ADDITION TO THE TOWN OF JACKSON

To-wit:--

That part of the SW1/4SE1/4 of Section 32, T41N, R116W, within the incorporated limits of the Town of Jackson, Teton County, Wyoming, being part of that tract of record in the Office of the Clerk of Teton County in Book 149 of Photo on pages 389-390, described as follows:

BEGINNING at a point on the east line of the Horn Enterprises First Addition to the Town of Jackson of record in the Office of the Clerk of Teton County as Plat No. 314 and on the north line of that tract of record in said Office in Book 10 of Photo on page 222, N76°55.5'W, 1597.09 feet from the southeast corner of said Section 32, found as described in the Certified Land Corner Recordation Certificate of record in said Office;

thence N00°-09.0'E, the basis of bearing, 424.39 feet, along said east line to a point;

thence S89°-51'E, 3.00 feet to the southwest corner of Ponderosa Village Condominiums Phase 1 Addition to the Town of Jackson of record in said Office as Plat No. 514;

thence continuing S89°-51'E, 209.00 feet along the south line of said Plat No. 514 to a point;

thence S00°-09'W, 95.50 feet to a point;
thence S89°-51'E, 7.00 feet to a point;
thence S00°-09'W, 68.00 feet to a point;
thence N89°-51'W, 18.50 feet to a point;
thence S00°-09'W, 10.00 feet to a point;
thence N89°-51'W, 15.50 feet to a point;
thence S00°-09'W, 66.39 feet to a point;
thence S89°-51'E, 13.50 feet to a point;
thence S00°-09'W, 18.50 feet to a point;
thence S89°-51'E, 10.00 feet to a point;
thence S00°-09'W, 25.00 feet to a point;
thence N89°-51'W, 23.50 feet to a point;
thence S00°-09'W 141.26 feet to a point;
thence N89°-46.1'W, 3.17 feet to the northeast corner of said tract in Book 10;
thence continuing N89°-46.1'W, 181.83 feet along the north line of said tract to the POINT OF BEGINNING;

ENCOMPASSING an area of 1.94 acres, more or less.

all in accordance with the plat prepared to be filed in the said Office titled "CREEKSIDE VILLAGE FIRST ADDITION TO THE TOWN OF JACKSON BEING PART OF SW¼SE¼ SECTION 32 T41N R116W TETON COUNTY, WYOMING, dated November 1989, revised 21 June 1990.

Paul N. Scherbel
25 June 1990

Professional Land Surveyor No. 5368

creek.des 88A

Paul N. Scherbel
Registered Land Surveyor No. 164
Scott A. Scherbel
Registered Land Surveyor No. 3889
Marlowe A. Scherbel
Registered Land Surveyor No. 5368
SURVEYOR SCHERBEL, LTD.
Big Piney, Wyoming 83113
Jackson, Wyoming 83001
Afton, Wyoming 83110

is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" means 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" means all real property 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(s) as
Common Area and dedicated on the plat to the
Association.

Section 5. "Limited Common Area" means those portions of the "Common Area" defined above designated as such on the plat of record in the office of the Teton County Clerk and Ex Officio Register of Deeds, which are reserved for the use of a certain lot to the exclusion of all other lots, including but not limited to a yard area and a parking space for certain lots depending upon the type of unit located thereon.

Section 6. "Special Use Area" means portions of the "Common Area" designated as such on the plat of record at the office of the Teton County Clerk and Ex Officio Register of Deeds which is limited to and reserved for the exclusive use of an

owner of a lot, and specifically includes that open space within the fifty (50) foot setback area.

Section 7. "Lot" means any plot of land shown upon any recorded subdivision plat of the properties with the exception of the Common Area, Limited Common Area and Special Use Area, upon which a single unit is located.

Section 8. "Declarant" means H & N CONSTRUCTION COMPANY, its successors and assigns.

Section 9. "Member" means members of Creekside Village Homeowners Association. "Members" mean all the members of the Association, not just those who are record owners of a Lot in the Properties.

Section 10. "ByLaws" means the By-Laws of the Association.

Section 11. "Certificate" and "Articles" mean the Articles of Incorporation of the Association.

Section 12. "Declaration" means this Declaration of Covenants, Conditions and Restrictions For Creekside Village.

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 recreation 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 Association. 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.

(d) the right of individual owners to the exclusive use of parking spaces and garage stalls as may be designated on the plat.

(e) the right of the Declarant to install underground utilities within the Common Area, necessary for the development of future phases within the Common Area;

(f) the Certificate and ByLaws of the Association and all rules and regulations promulgated by its Board of Directors.

(g) the right of individual owners to the exclusive use of their Limited Common Area and Special Use Area as provided for herein.

Section 2. General Easements. Every Lot within the Properties shall be owned subject to the following easements.

(a) In the event that any Lot or unit upon a Lot shall encroach upon any other Lot or unit, Common Area, Limited Common Area or Special Use Area, for any reason other than the purposeful or grossly negligent act of any person, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.

(b) A non-exclusive easement for ingress and egress is hereby created for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, passageways and lanes as the same, from time to time, may exist upon the Common Area; and for vehicular traffic over, through and across such portions of the Common Area as, from time to time, may be constructed and intended for such purposes.

(c) The use of any easement by a Lot Owner shall be subject to the provisions of this Declaration and of any document that may create the easement.

Section 3. Delegation of Use. 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; however, the owner shall continue to be primarily liable for all actions and conduct of those persons he permits to enter the properties.

Section 4. Parking Rights. Ownership of each lot shall entitle the owner or owners thereof to the exclusive use of not more than one (1) automobile parking space and one (1) garage stall. Declarant shall permanently assign parking spaces and garage stalls to each lot according to the designations for Limited Common Area as shown on the plat for the properties.

Section 5. Use of Limited Common Areas. The Lot owner entitled to the exclusive use of this area shall be responsible for maintaining this yard area. The use of this area shall be subject to reasonable rules and regulations as may be adopted by the Association. The Association may, in order to abate a nuisance, health hazard, or to otherwise repair or maintain any unsightliness, filth, etc., enter or cause its agents, servants or employees to enter said area for the purpose of effecting the same. In the event it is necessary to do so on more than one occasion, the Association may terminate all rights and privileges of the owner thereof to use of this area.

Section 6. Use Of Special Use Areas. There are to be no structures placed in this area or any use made of it whatsoever by the adjacent lot owner. This area is intended to be a privacy strip for these lots that have no or little Limited Common Area adjacent to the Lot. The maintenance of this area shall be the responsibility of the Association; however, the lot owner may maintain this area if a higher level of maintenance than that performed by the Association is desired.

Section 7. Ownership and Rental. The ownership of any townhome 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 townhome unit is sold upon some basis of limited time. Such time sharing arrangements are inconsistent with the Declarants' 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 townhome 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 townhome units to rental periods of not less than 30 days.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

Section 1. Creekside Village Homeowners Association. 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. Voting Membership. 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 among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot/unit owned in a final platted phase, for each Lot as shown on the site plan (76), and as indicated in the Conditional Use approval granted by the Town Council of the Town of Jackson on September 8, 1981, and amended (to 76 Lots) by the Planning Commission on April 25, 1984, but all of which lots are not yet shown on a final plat. 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, 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, 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, all monetary fines assessed by the Board of Directors and such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, fines, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which 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. Reduced Assessment. The Declarant shall pay

minimally one-third (1/3) of the assessment applicable to each lot unimproved or improved and unoccupied to which the Declarant retains ownership. In the event that, while the Class B membership exists, assessed fees collected for the Association fail to adequately meet Association expenses, then the Declarant must pay sufficient capital up to the full assessed share applicable to the specific property.

Section 3. 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 improvements and maintenance of the Common Area, and facilities, Special Use Areas, yard and landscape areas, easement areas and the exteriors of the buildings situated upon the Properties. In addition, said assessments shall be utilized to provide insurance as follows:

(i) the Association shall insure, or cause to be insured, all structures, including the units, for their full insurable replacement cost in the event of fire, vandalism, and extended coverage. The insurance coverage with respect to the units shall be written in the name of, and the proceeds thereof shall be payable to the Association or Trustee for the owners with all insurance proceeds to be used for the repair or replacement

of the property for which the insurance was carried.

(ii) the Association will insure any Association owned personal property for its full insurable value; and

(iii) 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; and

(iv) the Association may carry a blanket bond to cover all directors and officers and employees in an amount determined by the Board; and

(v) the Association may carry directors and officers liability insurance with at least \$500,000.00, calculated on a claims-made basis;

(vi) the Association may carry any other insurance it deems desirable.

If such insurance proceeds are insufficient to cover the costs of repairs or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all owners to cover the cost of repair or replacement not covered by the insurance proceeds, in addition to any other annual or special assessments made against such owner.

Note, however, that individual owners shall be responsible for insuring:

- (i) Improvements and betterments added to the unit since the original sale;
- (ii) His own personal property, including interior damage to the unit;
- (iii) His additional living expense;
- (iv) His personal liability for accidents occurring in his unit.

Section 4. 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 \$780.00 per lot.

(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 10% 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 10% 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 5. 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 6. Notice and Quorum for Any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members not less than 15 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 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) the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. 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 monthly basis or as may be otherwise established by the Board of Directors of the Association, except as pertains to the Declarant as stated in Section 2.

Section 8. 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 its issuance.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Upon default in the payment of any one or more installments of the annual or any special assessment, the entire balance of said annual assessment may be accelerated at the option of the Association and be declared due and payable in full, immediately. Any assessment not paid within thirty (30) days after the due date (including the entire annual assessment if payment is accelerated as provided for herein) 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 any assessment or fine, or foreclose the lien against the property in like manner as a Mortgage on real property, including the right of foreclosure by advertisement and sale as permitted by Wyoming Statutes. 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.

Section 10. 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 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 or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, 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, some or all

of which may be Board members. 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.

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/units upon the properties and placed on 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 provisions 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's 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. If there are only two parties involved, the two arbitrators shall together select a third arbitrator, so as to achieve an odd number.

Section 7. Other Common Features. The provisions of this Article shall apply to garage walls and concrete floor, foundation walls, exterior wall and roof sheathing, siding and shingles, to the extent they are a common feature between two Lots/Units.

ARTICLE VII - SIGNS AND LIGHTS

No signs of any character shall be placed or maintained on

any lot except a sign located on an individual unit identifying the owner or occupant of a lot/unit, which sign shall not exceed one (1) square foot; a sign advertising the premises for sale or rent or open for inspection, which sign shall not exceed three (3) square feet; and, any sign during the construction period or during the time in which the Declarant's Class B membership exists, deemed necessary by the Declarant. 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. Advertising signs by builders and materialmen will be allowed during periods of construction.

ARTICLE VIII - 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 IX - OUTSIDE ACTIVITIES

No outside clothes lines or other outside clothes drying or airing facilities shall be permitted whatsoever. There shall be no outside radio or television antennas, except a master system, as may be installed by the Association. 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 absolutely no outside storage permitted, except for firewood on a lot in an area as determined by the Board of Directors of the Association and there shall be no outside cutting or splitting of logs allowed. There shall be no storage whatsoever in any carport unless there is one hundred percent (100%) opaque screening provided along the entire length and height of that side of the carport adjoining the neighboring lot.

ARTICLE X - PARKING RESTRICTION

No automobiles, pick-up trucks, vans or motorcycles owned or leased or being used by a lot owner or his guest shall be parked or stored for any period of time anywhere on the properties except either inside the individual garages, carports or assigned

parking areas. All bicycles, snowmobiles and other small recreational equipment or vehicles shall be stored inside the individual garages. All boats, campers or camper trailers or other recreational vehicles shall be stored in designated areas. No vehicle or accessory shall be parked or stored in excess of thirty (30) days, except for those recreational vehicles in specially designated areas. No vehicle shall park in the roadway or in any nondesignated area. No vehicle shall park in such a manner so as to impede or potentially interfere with any emergency vehicle entering the properties. No outside mechanical and/or maintenance work shall be performed without the express written consent of the Board of Directors of the Association.

ARTICLE XI PROHIBITED USES

No business or profession of any nature shall be conducted on any lot and no building or structure intended for or adapted to business or professional purposes, provided, however, that these prohibitions shall not preclude cultural activities in the home, such as painting, sculpturing, writing, music, art and craft work, and similar cultural activities; even if such activities may bring remuneration to the person or persons participating therein, provided such use does not generate business invitees to the lot, nor create a nuisance to adjoining lot owners, provided, however, that the Declarant shall be entitled to use any unit(s) for a sales office or construct a separate sales office on the properties, and have access thereto by the general public for the purpose of selling or leasing units.

ARTICLE XII - EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, and Special Use Area, the Association shall, primarily for purposes of maintaining the appearance of the building improvements, 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 or foundations. Provided however, that the Association shall not be required to provide any maintenance to structures located within any Limited Common Area, nor shall the Association be required to landscape or maintain any of the grounds located within said area. Notwithstanding the fact that the Association is not required to do so, the Association may, at its election, provide said maintenance subject to the provisions contained herein.

In the event that the need for any 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 is subject.

ARTICLE XIII - PROHIBITED STRUCTURES

No house trailer, mobile home, tent, teepee, truck camper, recreational vehicle or boat shall be placed or maintained on the

Properties, except in areas as may be designated for such items by the Board of Directors of the Association. 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 XIV - ANIMALS

No domestic animals or fowl shall be kept or maintained on any lot. In the event of any violation of this provision or other nuisance happening involving an owner, lessee or guest's animal(s), the Board of Directors of the Association shall have the right to have the animal impounded and assess a penalty against the owner of not more than \$100.00 plus cost of impoundment, or demand immediate removal of the animal(s) from the Properties. No owner of any animal impounded or removed shall have any right of action against the Association, any member thereof or any individual enforcing these Covenants, for the impoundment or removal of such animal(s).

ARTICLE XV - OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot or common area, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot or common area. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot or common area.

ARTICLE XVI - 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, the ByLaws, or the Rules and Regulations. 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. If it should be necessary to bring any legal action in connection with the rights of enforcement, remedies or violation of the provisions of this Declaration, the Bylaws or any Rules and Regulations, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorney's fees.

Section 2. Indemnification. The Board of Directors or officers of the Association 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, ByLaws or Rules and Regulations 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 way 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. The Declarant, in its sole discretion, shall have the right to amend this Declaration for the purpose of subjecting additional properties to this Declaration as set forth in Section 6 below. The Declarant, in its sole discretion, shall also have the right to modify, change or cancel the restrictive covenants and conditions herein set forth, in whole or in part, but only for those modifications,

changes or cancellations as may be required by a mortgage lender or other financial corporation, in order to make mortgage loans on any lot/unit. Otherwise, this Declaration may be amended during the first twenty (20) year period by an instrument signed by owners representing not less than ninety percent (90%) of the lots/units and thereafter by an instrument signed by owners representing not less than seventy-five percent (75%) of the lots/units. Any amendment must be recorded.

In the event the Declarant deems it necessary to amend, modify or otherwise change the plat(s) of the Properties as recorded in the Office of County Clerk for Teton County, Wyoming, during that period of time for which the Declarant through its Class B membership has the majority of votes, each Owner of a Lot shall be deemed to have consented to such amendment, modification or other changes in the plat(s), and no other form of consent shall be necessary. The Declarant is hereby authorized on behalf of all Owners to make all such changes as necessary and to execute any required documents on their behalf, provided such amendment, modification or other change does not directly alter legal title to their Lot/unit.

Section 5. Easements. Easements in, on, over, across and above the Common Area, Limited Common Area and Special Use 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 reserves the exclusive right to create and assign any and all of said easements and rights.

Section 6. Phasing and Annexation.

(a) The development of this property will be phased. The description of the land within which the phases will be located is as follows:

See Exhibit "B" attached hereto and by this reference made a part hereof.

(b) The general effect of phasing a residential project is the submission of a parcel of property to development under a Declaration of Covenants, Conditions and Restrictions for an initial phase and the addition(s) of subsequent parcels for development with such subsequent parcels being part and parcel of the same residential project and governed by the same Homeowners Association.

(c) No amendment or Supplemental Declaration for the purpose of annexing future phases within the Properties described in Exhibit "B" hereto, shall require the execution of such amendment, Supplemental Declaration or any other form of consent thereto by lot owners, the Association or any other party, other than the Declarant.

(d) The only exception to subparagraph (c) above is that any annexation under this Section shall be subject to determination by the Federal Housing Administration and/or the Veterans Administration that the annexation is in accord with any general plan previously approved by them, if such agencies are involved in the long term financing of units within this development.

(e) Declarant covenants and agrees that no more than a total of forty-nine (49) additional units are planned for future phases within the Properties described in Exhibit "B" hereto. The total number of units that may be developed and subjected to this Declaration is seventy-six (76).

(f) Declarant covenants and agrees that all buildings constructed in future phases on any portion of the land annexed to Creekside Village shall be similar to the buildings constructed in Phase 1 in terms of quality of construction, the principal materials used and architectural style.

(g) Annexation under this Section shall occur, if at all, within ten (10) years of the recording date of this Declaration.

Section 7. Construction. The masculine, feminine and neuter gender and the singular or plural number are to be construed to include the others when appropriate to the context of the provision.

Section 8. 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: annexation of additional properties, dedication of common area except for dedications to the Association, and any amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE XVII - LOTS SUBJECT TO DECLARATION,
BYLAWS, RULES AND REGULATIONS

All present and future lot owners, tenants, mortgagees and occupants of units where applicable, shall be subject to and shall comply with the provisions of this Declaration, the ByLaws any Rules and Regulations for Creekside Village, including all amendments thereto. The acceptance of a deed or other means of conveyance or the entering into of a lease or the entering into occupancy of a lot/unit shall constitute agreement that the provisions of all of the foregoing documents which may be adopted and as they may be amended or supplemented from time to time, are accepted and ratified by such lot owner, tenant, occupant, or mortgagee and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such lot/unit as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto caused this instrument to be executed this 5 day of July, 1989.

NO SEAL RECEIVED
S E A L

DECLARANT:

H & N CONSTRUCTION COMPANY, A
CALIFORNIA CORPORATION

By: 
Its President

ATTEST

By: 
Its Secretary

STATE OF)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me by GLENN WILKINSON and G.R. NAPIERKIE II, and to me known to be the persons who executed the foregoing as President and Secretary, respectively, of H & N CONSTRUCTION COMPANY severally acknowledged before me that they executed the foregoing as such officers in the name of and for and on behalf of the said corporation, this 5th day of JULY, 1989.

WITNESS my hand and official seal.

E. Frank Hess
Notary Public

My Commission Expires: 8-1-92

