

**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
EAST ZENITH SUBDIVISION**

This Second Amended and Restated Declaration of Covenants, Conditions and Restrictions regulating and controlling the use and development of certain real Property as hereinafter described, is made to be effective as of the 1st day of January, 1994 by the Owners of Lots 1 through 16 of East Zenith in accordance with the plat filed for record on 23 April 1980, in Teton County, Wyoming, as Plat No. 380, and which shall hereinafter be referred to as the "Property". The Property contains significant wildlife habitat and is of high scenic and natural value and Declarants are adopting the following Covenants, Conditions and Restrictions to preserve and maintain the natural character and value of the Property for the benefit of all owners of the Property or any part thereof.

The Restated Declaration of Covenants, Conditions and Restrictions dated as of May 11, 1992 and recorded in Book 99 of Photo, pages 264-268 is hereby amended pursuant to and in accordance with Article IX, Section 3 thereof and this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions shall wholly replace and supersede said Restated Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the Property described shall be owned, held, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following easements, restrictions, covenants and conditions, which are 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 Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner of any part thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean East Zenith Subdivision Owners Association, a Wyoming non-profit corporation, and its successors and assigns.

Section 2. "Board" shall mean the Board of Directors of the Association, the non-profit corporation established to

Grantor: EAST ZENITH HOMEOWNERS ASSOC
Grantee: THE PUBLIC
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administer and enforce the terms and Conditions of this declaration, as set forth in Article III hereof.

Section 3. "Common Roads" shall mean the private roadways within the Property which provide access to individual lot lines.

Section 4. "Common Services" shall mean the roadway maintenance and snow removal services for the common roads and shared access road, and utility lines located in the rights-of-way of such roads.

Section 5. "Declarant" shall mean and refer to all Owners of Lots within the East Zenith Subdivision as of the 1st day of January 1994.

Section 6. "Development" shall mean any alteration of the natural land surface, and all buildings, structures or other site improvements placed on the land to accommodate the use of a Lot.

Section 7. "Lot" shall mean a single-family residential Lot of land described above and shown upon that certain recorded subdivision plat of the Property filed by the Declarant in the Office of the Teton County Clerk as Plat No. 380.

Section 8. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract buyers and owners of a beneficial interest, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Principal Residence" shall mean the single-family residential Structure, constructed on any Lot of the Property, which is the principal use of such Lot, and to which other authorized structures on such Lot are accessory.

Section 10. "Property" shall mean and refer to that certain real property known as East Zenith Subdivision, in accordance with the Plat filed for record on the 8th day of August 1979, in Teton County, Wyoming, as Plat No. 380, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 11. "Shared Access Road" shall mean that portion of Sagebrush Drive which is a private road and lies between the Grand Teton National Park Boundary and the west boundary line of the Property.

Section 12. "Structure" shall mean anything built or placed on the ground, excluding fences.

Section 13. "East Zenith Subdivision" shall mean and refer to the subdivision or development known as East Zenith Subdivision, recorded with the Clerk of Teton County, as Plat No. 380.

ARTICLE II THE ASSOCIATION

Section 1. Association Membership. Every Owner of a Lot 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 Rights. The Association shall have one class of voting membership. The members shall be all Owners 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

in exercised as they among themselves determine but no event shall more than one vote be cast with respect to any Lot.

ARTICLE III
STATUS OF OWNERS; BOARD OF DIRECTORS

Section 1. Legal Status. The Owners do not constitute an association or entity of any kind, and the sole legal entity created hereunder is the Association. The name of the Association shall be the name in which contracts shall be entered into, title to property shall be acquired, held, dealt in and disposed of, bank accounts shall be opened and suit shall be brought and defended by the Association, the Board of Directors or officer thereof, on behalf of and as agents for the Owners in the manner specified in this Declaration, the charter, the bylaws, or by applicable law.

Section 2. Management of Association and Property. The management and maintenance of the Property and the business, Property and affairs of the Association shall be managed by a Board of Directors as provided in this Declaration and its articles and bylaws. All agreements and determinations with respect to the Property lawfully made or entered into by the Board of Directors shall be binding upon all of the Owners and their successors and assigns.

Section 3. Board of Directors of the Association. The Board of Directors (the "Board") of the Association shall consist of three (3) members, or such additional number as may be approved by the members in accordance with the Articles and Bylaws. The term of a member shall be three (3) years, except that the terms of the members of the initial Board shall be one, two and three years. Thereafter all members shall serve for a term of three (3) years. The Board shall be elected by a majority vote of the members. All Board members need not be residents of Teton County, Wyoming, unless provided by the Bylaws.

A. The Design Committee will be the same as the Board. Their responsibility is to review all building and construction plans, plans for Site modification, habitat enhancement plans and wildlife management programs.

Section 4. Authority and Duties. The duties and obligations of the Board and rules governing the conduct of the Association shall be as set forth in the Articles of Incorporation and the Bylaws of the Association as they may be amended from time to time.

Section 5. Limited Liability of Board of Directors, etc. Members of the Board and their officers, assistant officers, agents and employees acting in good faith on behalf of the Association:

A. Shall not be liable to the Owner as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith;

B. Shall have no personal liability in contract to an Owner or other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such;

C. Shall have no personal liability in tort to any Owner or any person or entity, except for their own willful misconduct or bad faith;

D. Shall have no personal liability arising out of the use, misuse or condition of the Property which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. 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 have consented to be subject to these Covenants and agrees to pay to the Association:

- A. Annual assessments or charges; and
- B. 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 entity or person who was the Owner of such Property at the time when the assessment fell due.

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 of the Property, to include road maintenance and utility line maintenance, common landscape buffers, bridges, waterways, Association employees' wages, mailing costs and other related expenses incurred on behalf of the Association.

Section 3. Budget. The Board shall prepare an annual budget estimate for Common Services and administration of the Association, and fix the amount of the Annual Assessment based upon its estimate. Such annual budget shall be prepared and approved by the Board in such timely manner that will allow for notification of the amount due to be sent to each owner at least thirty (30) days in advance of each calendar year.

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 Roads, including fixtures and personal property related thereof, provided that any such assessment shall have the assent of one half (1/2) of the 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 Sections 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 thirty (30) days nor more than sixty (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 the 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 sixty (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.

Section 7. Annual Assessment - Payment. The Annual Assessments provided for herein shall be paid either by monthly installments or by payment in full at the beginning of each calendar year. A ten percent (10%) deduction from the Assessment may be taken by any member who chooses to pay a total year's fee in advance. In either case, payment shall be made to an appointed member of the Board. 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.

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 fifteen percent (15%) 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 abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage or purchase contract. Sale or transfer of any Lot shall not affect the assessment lien.

ARTICLE V THE DESIGN COMMITTEE

Section 1. DESIGN COMMITTEE: Organization. There shall be a Design Committee organized as follows:

- A. The Design Committee shall consist of the "Board".
- B. Each member of the Design Committee shall hold his or her office until such time as he or she has resigned or when a successor has been appointed by the Board.
- C. Any member of the Design Committee may, at any time, resign from his or her post upon written notice delivered to the Board.

Section 2. Duties. It shall be the duty of the Design Committee to submit recommendations to the HOA regarding such proposals for site and building plans which have been submitted to it from time to time, to adopt Design Committee rules, which shall be approved by a majority of the Lot Owners, to the extent they are deemed necessary, and to act as an advisory group to the Board in all matters pertaining to the ecological well-being of the subdivision and its wildlife inhabitants.

Section 3. Meetings, Actions, Compensation and Expenses. The Design Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or

written consent of any two (2) members shall constitute the act of the Design Committee. The Design Committee shall receive from the Association its reasonable expenses, including the expense of obtaining competent professional advice, in the performance of its duties and, unless authorized by the Board, shall not receive any compensation for service rendered.

Section 4. Non-Waiver. The approval by the Design Committee of any plans, drawings or specifications for any work proposed to be done, or in connection with any other matter requiring the approval of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing specification or matter whenever subsequently or additionally submitted.

Section 5. Estoppel Certificate. Within thirty (30) days after written demand therefor is delivered to the Design Committee by any Owner of a Lot in the subdivision, and upon payment therewith to the Association of a reasonable fee from time to time to be fixed by the Association, the Board shall record an estoppel certificate executed by any two (2) of its members certifying with respect to any Lot of said Owner, that as of the date of said certificate, either (a) all improvements or other work made or done upon or with said Lot by the Owner, or otherwise, comply with the East Zenith Subdivision Covenants, Conditions and Restrictions, or (b) such improvements and/or work do not comply, in which event the certificate shall also (1) identify the non-complying improvements and/or work, and (2) set forth with particularity the cause or causes for such non-compliance. Any purchaser from the Owner, or mortgagee or other encumbrancer shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, Declarant and all Owners and such purchaser, mortgagee or other encumbrancer.

Section 6. Liability and Indemnity. Neither the Design Committee nor the Board shall be liable to the Association or to any Owner or project committee for any claim, loss or damage suffered or claimed on account of (a) the approval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work whether or not pursuant to approved plans, drawings and specifications, (c) the development, or manner of development, of any Property within the subdivision, or (d) the execution and filing of an estoppel certificate pursuant to this Article, whether or not the facts therein stated are correct, so long as the DEW Committee or Board, with the actual knowledge possessed by them, acted in good faith. Without in any way limiting the generality of the foregoing, the Design Committee or Board may, but is not required to, consult with or hear the Association or any Owner with respect to any plans, drawings or specifications or any other proposal submitted to the design committee. The Association shall indemnify and hold harmless the Design Committee and Board and its individual members from any and all claim, loss or liability arising out of the performance of the duties of the Design Committee or Board so long as the Design Committee and Board and the individual members thereof have, with the actual knowledge possessed by them, acted in good faith.

ARTICLE VI
DESIGN STANDARDS

Section 1. General Standards. The following standards and restrictions are applicable to the construction, remodeling, alteration and exterior refinishing of any and all improvements and site preparation upon each Lot in the subdivision:

A. All improvements shall be of new construction. Prebuilt, component or modular construction is prohibited except that it may be permitted by unanimous consent of the design committee when, in the sole and uncontrolled discretion of said committee, it cannot be distinguished from conventional construction. Nothing herein contained shall preclude the construction, on site, of precut houses.

B. Exterior materials may not consist of cinderblock or concrete unless specific approval is obtained from the design committee, which may withhold approval in its sole, uncontrolled and absolute discretion with respect to said materials. The opinion of the design review committee as to the aesthetics of cinderblock or plain concrete construction shall be final, binding and conclusive and not necessarily subject to any standard. Roofs shall be constructed of materials which are non-reflective. No tarpaper roofs shall be permitted.

C. Exterior finishes and colors shall be non-reflective. No bright, reflective, fluorescent or phosphorus type color shall be permitted. All exposed metals shall have a dull-colored finish, or shall be flat color anodized or painted. Nothing herein contained shall prohibit an improvement which is white in color.

Section 2. Building Design. Building design shall conform with the following standards:

A. Not more than one (1) single-family residence shall be constructed on any Lot. Two (2) additional accessory buildings may be constructed on each Lot, including one (1) guest house having no more than 800 square feet. The remaining accessory building may not be used as living quarters and may not have a square footage of more four fifths of the footprint of the main residence.

B. The minimum floor area of any single-family residence shall not be less than eighteen hundred square feet (1800 sq.ft.), exclusive of a garage, carport, basement and unenclosed porches or decks. The footprint of the first floor must not be less than 1500 square feet of living area.

C. The maximum building height of any Structure shall not exceed thirty (30) feet from the original existing grade of the building site prior to any disturbance. The main residence shall not exceed two (2) stories in height. The height limitation may not be exceeded at any point of the Structure which shall be measured at any cross-section of the Structure from said original existing grade to the highest point of the Structure immediately above. Minor projections such as chimneys or other structures not enclosing habitable space, but not including solar collectors,

shall not be included in the maximum height.

D. It shall be the responsibility of each new potential homeowner to assure, when submitting site plans to the Design Committee, that no Structure shall be sited such that it substantially restricts or impairs the primary north (Teton) view of the neighboring property owners. Discussion with affected neighbors should be considered as a neighborly approach.

E. Exposed foundations of concrete or masonry construction shall not have an exposed surface which exceeds a height of eighteen (18) inches above the finished grade.

F. Solar collectors may be of any construction, materials or pitch required for efficient operation, but they shall not be constructed of any material which causes objectionable glare to any neighboring residence. Solar collectors shall be integrated into the structure of the residence, garage, carport or accessory building and shall not be free-standing or detached or not installed on the roof of any homeowner's buildings.

G. External lighting should not directly impact your neighbor and should not be allowed to shine all night. Flood lighting is permitted on a very limited basis. No motion lights allowed at any time.

Section 3. Site Design. Site design shall conform to the following standards:

A. The minimum setback on any Lot to any side, back or front of the property line shall be not less than twenty-five (25) feet. For purposes of determining the setback, the line of the access road easement shall be considered to be the property line.

B. Finish grading on all buildings which are constructed shall be accomplished immediately upon the completion of construction and shall assure proper drainage of surface water from the building.

C. Automobile storage shall provide for outdoor and indoor parking or storage spaces deemed acceptable by the "Board". The indoor parking spaces shall be an enclosed garage. Parking spaces, whether interior or exterior, shall have minimum dimensions of not less than ten (10) feet in width by twenty (20) feet in length and shall be readily accessible to the driveway. All parking spaces shall have a finished surface of either asphalt, concrete or a graveled surface or as accepted by the "Board". At the time of the construction of the main residence, a driveway shall be improved from the access easement to the residence. No vehicles that are not in working order may be contained on this space. Vehicles cannot be stored outside for more than ten (10) days). No permanent storage is allowed outdoors.

D. Fencing shall comply with the following fence design standards:

1) A privacy fence is a fence which is architecturally integrated with the main residential building and is located within the building setback lines. Privacy fences may be

solid construction, may be no more than eight (8) feet in height and shall be attached to the main residence and not exceed a distance of fifteen (15) feet from the main residence.

2) A control fence is a fence which is located immediately adjacent to or on the property line or easement right-of-way line or elsewhere within a Lot, and is intended primarily to limit the access of residents or animals other than wildlife. Control fences shall be on visually open construction and shall not exceed four (4) feet in height. Control fences shall be of dimensional lumber, post and pole, buck pole and rail, or pole and wire construction, and at least sixty percent (60%) of the vertical area fenced shall be visually open. Wire mesh, hog wire, chain link, barbed wire, and similar fencing materials are expressly prohibited.

3) A horse corral may be maintained on all Lots, but shall not exceed six (6) feet in height, nor shall such a corral enclose more than twelve hundred square feet (1200 sq.ft.) of area. A horse corral need not be of open construction, but wire mesh, hog wire, chain link, barbed wire and similar fencing materials are expressly prohibited.

4) A kennel for the purpose of restraining pets may be maintained upon any Lot in the subdivision, but shall be maintained within the building setback lines and shall be a maximum of five hundred (500) square feet. Wire mesh, hog wire, chain link, and similar fencing materials are permitted in the construction of a kennel.

E. Utilities shall be installed underground. No antennae shall be installed on any Structure or Lot so that it is visible from any other Lot, except that television antennae, not exceeding a height of five (5) feet above the roof of the main residence and/or guest house, may be constructed on each Lot. No free-standing tower shall be constructed. All antennae shall be incorporated into the residential Structure it serves. All fuel tanks, gas tanks or similar storage receptacles shall be buried underground except in the case where prohibited by any applicable fire code or where, due to the arrangement between the Lot Owner and the person supplying a service, the receptacle is not permitted to be placed underground, in which case an appropriate screen shall be constructed around the receptacle, which screen shall be architecturally consistent and constructed of the same exterior finish materials as that of the main residence.

Section 4. Building and Improvement Requirements. No building, Structure, sign, fence, refinishing or improvement of any kind shall be erected, placed or permitted to remain on any Structure or Lot, and no excavation or other work which in any way alters any Lot from its natural or unimproved state existing on the date such Lot was first conveyed by Declarant, his successors and assigns to an Owner, shall be erected, placed, done or permitted to remain on any Structure or Lot until the plans, specifications and exterior material samples and color selections therefore have been approved in writing and a building permit has been issued by the design committee. Plans

for building, improvements or additions to the same shall include scaled floor plans, exterior elevations indicating height, a list of exterior materials, and a site plan. Plans and elevations shall be supplied which clearly show all external features and materials for all structures. They shall show garages, porches, decks, stoops, chimneys, vents, doors and windows, trim and special architectural features. Site plans shall show the elevations of finished floors and existing and finished grades, and shall show the entire site in the location of all rights-of-way, easements, buildings, decks, driveways, parking areas, fences and utilities. Specifications shall describe all exterior finishes. The design committee shall have the right to demand, as a condition to their consideration, of all submissions in furtherance of the improvements of the Lots such additional materials and data as they deem appropriate to determine whether the proposed improvement conforms with these Covenants, Conditions and Restrictions. The sum of Fifty Dollars (\$50.00) for each residential Lot shall be submitted, along with the proposed building, site or alteration plans, to the design committee to cover the expense of reviewing said plans. Said amount may be increased from time to time by design committee rules. Two (2) copies of any proposed plans and related data shall be furnished to the design committee, one of which may be retained by the design committee for its records. Any approval given by the design committee shall not constitute a warranty, express or implied, of compliance with any applicable building, zoning or safety codes, or for any other purpose other than the authority for the person submitting the plan to commence construction. Construction of home is to be completed within twelve (12) months of start.

ARTICLE VII
USE AND RESTRICTIVE COVENANTS

Section 1. Residential Classification. All land within the subdivision is hereby classified as residential. Each Lot shall be used exclusively for residential purposes, and no more than one family (including its servants and transient guests) shall occupy any improvements on the Lot; provided, however, that nothing in this paragraph shall be deemed to prevent:

- A. 1) Construction of guest houses in accordance with these covenants;
- 2) Any artists, artisan or craftsman from pursuing his artistic calling upon the Lot or dwelling unit owned by such artisan if such artist, artisan or craftsman also uses such Lot or dwelling unit for residential purposes, is self-employed and has no employees working on such Lot or in such dwelling unit, and does not advertise any product or work or art for sale to the public upon such Lot or dwelling unit;
- 3) The long-term (minimum: thirty (30) days) leasing of any Lot from time to time by the Owner thereof, subject, however, to all of the restrictions as may be adopted from time to time by the Association.
- B. Each residential Lot and any and all improvements from time to time located thereon shall be maintained by the Owner thereof in good condition and repair, and in such manner as not to create a fire hazard, all at such Owner's sole cost and expense.
- C. No noxious or offensive activity shall be permitted on any Lot, nor shall anything be done or

placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of their Lots. In determining whether there has been a violation of this paragraph, recognition must be given to the premise that Owners, by virtue of their interest and participation in East Zenith Subdivision are entitled to the reasonable enjoyment of the natural benefits and surroundings of that subdivision. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Lots and improvements located thereon, shall be placed or used upon any Lot.

D. No domestic animals or fowl shall be maintained on any Lot other than not more than two generally recognized house or yard pets, provided, however, that such animals shall at all times be under the charge of the owner. The owner must be responsible for the behavior of the pet and keep it on his own property. If there are concerns from the neighbors that their rights or property are being violated by the pet, they should report this to the pet owner. If no action is taken after two attempts then such offenses should be reported to the Board for mediation. The owner could be fined \$50 for not complying with this requirement. A maximum of two horses may be kept or maintained on any lot. The lot should be maintained so as not to cause blowing dirt.

E. No signs whatsoever, including, but without limitation, commercial, political and similar signs, visible from neighboring property, shall be erected or maintained upon any Lot, except:

- 1) Such signs as may be required by legal proceedings;
- 2) Standardized residential identification signs of a combined total face area of three square feet (3 sq.ft.) or less for each residence, and signs used in connection with facilities of a directory, informational or instructional nature;
- 3) During the time of construction of any residence or other improvement, job identification signs having a maximum face area of six square feet (6 sq.ft.) per sign and of the type usually employed by contractors, subcontractors and tradesmen;
- 4) Not more than one "for sale" or "for rent" sign having a maximum face area of nine square feet (9 sq.ft.) provided that if at the time of any such desired use the Association is providing such signs for the use of Owners such signs shall be used.

F. No house trailer, mobile home, motorhome, tent or similar facility or structure shall be kept, placed or maintained upon any Lot for any longer than ten (10) days; provided, however, that the provisions of this subparagraph shall not apply to temporary construction shelters maintained during, and used exclusively in connection with, the construction of any work or improvement permitted by these covenants.

No person shall reside in or live in such temporary construction shelters or facilities unless application is made therefor and approved by the Site Committee. No mobile homes of any type allowed for any period.

G. No trailer of any kind, truck camper, boat or snowmachine shall be kept, placed or maintained upon any Lot in such a manner that such trailer, truck camper or boat is visible from neighboring property for more than ten (10) days, or unless the same is housed and not visible from neighboring property, or approved as a temporary construction of facility as provided above.

H. No guest houses, accessory structures, buildings, garages or sheds shall be constructed, placed or maintained upon any Lot prior to the construction of the main Structure of the residence; provided, however, that the provisions of this subparagraph shall not apply to temporary construction shelters used exclusively in connection with the construction of the main Structure.

I. All garbage and trash shall be placed and kept in covered containers which shall be maintained so as not to be visible from neighboring property. The collection and disposal of such garbage and trash shall be in strict compliance with such rules as may be adopted by the Association, which may provide for common collection points. The maintenance of accumulated waste plant materials is prohibited.

J. In order to promote energy conservation, retractable outdoor clotheslines shall be permitted when they are within twenty-five feet of the main residence and need not be visually concealed. It is expected that the line will be taken down when not in use and that clothes will not be out except for the drying duration.

K. There shall be no exterior fires whatsoever, except barbecue fires contained within receptacles therefor and such fires as may from time to time be permitted by the Association rules. The burning of trash, organic matter, or miscellaneous debris shall be prohibited whether in the open or in trash burning receptacles, except where approved and authorized by the Association rules.

L. Each residential building shall be connected to a private water supply system and such system shall conform to all applicable standards of the State of Wyoming, Teton County or any other regulatory agency.

M. Each residential building shall be connected to a private sewage disposal system at the Owner's sole expense, the sewage disposal system shall conform to all applicable standards of the State of Wyoming, Teton County or other regulatory agency. No outdoor toilets shall be permitted, except for during a six (6) month period during construction.

N. No mining or other mineral extraction or development activities shall be permitted on any Lot, including the removal of gravel; provided that excavation for landscape and construction purposes may be permitted with the prior written approval of the Board.

O. Lot Owners shall take all actions necessary to control noxious weeds as defined by the Teton County Weed and Pest Control Board and/or the Board. Because the timing for effective control of noxious weeds is very critical, if a Lot Owner fails to respond immediately to a written request for weed control from the Site Committee, the Board shall have the right to contract for such control services and the company so contracted shall have the right to enter upon any such Lot to treat noxious weeds without any liability for trespass. In the event that the Board provides for noxious weed treatment as described herein, the Owner of a Lot treated for noxious weed control shall pay all costs incurred by the Board. Neither the Board, nor the contractor, shall be responsible for damage caused by such entry or treatment, unless the contractor is grossly negligent.

P. The discharge of firecrackers or fireworks is forbidden without the prior express written consent of the Board.

Section 2. Wildlife Protection.

A. It is recognized by the Declarant that many wildlife species live or migrate through the Property during various times of year. The following limitations on use and development are intended, in addition to all the other requirements of these Covenants, to protect, preserve and maintain the existing wildlife habitat on the Property and to minimize the adverse effects of development on wildlife habitat:

1) No hunting or discharging of firearms shall be allowed on any Lot;

2) Harassment or construction of fencing more restrictive than provided for in these Covenants with a view to limiting the access of wildlife to any Lot contained within the subdivision is expressly prohibited. However, ornamental vegetation in proximity to main residences may be protected by using nets or similar unobtrusive protection devices.

ARTICLE VIII
GENERAL PROVISIONS

Section 1. Lot Splitting; Consolidation

A. Two or more contiguous Lots within East Zenith Subdivision may be combined, provided notice of intention to consolidate such Lots is filed with the Site Committee. Such consolidated Lots may thereafter be treated as one building site, and such site may be subjected to these restrictions the same as a single Lot, except for the purpose of levying and collection assessments. The DESIGN Committee will consider the authorization of guest houses on two or more consolidated Lots.

B. No residential Lot within East Zenith Subdivision

shall be split or divided or subdivided.

Section 2. Notices; Documents; Delivery. Any notice or other document permitted or required by the East Zenith Subdivision covenants to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to be delivered twenty-four (24) hours after a copy of the same has been deposited in the U.S. Mail, postage prepaid, addressed as follows:

If to the Association or to the DEW
Committee, Jackson, Wyoming 83001;

If to an Owner, then to any Lot within
East Zenith Subdivision, owned by the
Owner;

Section 3. General Maintenance. The Board, as part of its responsibility, shall maintain, repair and provide for snow removal and maintenance activities on all Common Roads. The maintenance, repair and replacement of all improvements on each Lot shall be the responsibility of the Owner of such Lot and not the Board, except as otherwise expressly set forth below.

Section 4. Requirement for Mediation. It is generally recognized that during the normal course of events Lot Owners may disagree as to what constitutes a fair and reasonable interpretation of any of the Articles contained within these Covenants, Conditions, and Restrictions. All Lot

Owners agree that when this is the case they shall seek to have the Board settle their dispute. If mutual satisfaction is not forthcoming then all Lot Owners further agree to submit their dispute to mediation to be conducted by an impartial third party to be appointed by the Board and mutually agreed upon by the concerned Lot Owners.

ARTICLE IX ENFORCEMENT, DURATION AND AMENDMENT

Section 1. Enforcement. The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association 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. Duration of Restrictions. All of the Covenants, Conditions, and Restrictions set forth in these covenants shall continue and remain in full force and effect at all times against said Property and the Owners thereof, subject to the right of amendment or modification provided for in this Article, for a term of ten (10) years, after which time they shall be automatically extended for successive periods of ten (10) years, unless not less than sixty percent (60%) of the Owners file a declaration of termination.

Section 3. Amendment. This declaration may be amended during the first ten (10) 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, which instrument must be recorded in the Office of the County Clerk of Teton County, Wyoming.

Section 4. Annexation. Additional residential Property may be annexed to the Property by Declarant at any time, provided only that all of such additional Property and Property

Owners shall be subject to these covenants.

Section 5. Violation Constitutes Nuisance. Every act or omission whereby any Restriction, Condition, or Covenant in this Declaration set forth is violated in whole or in part, is declared to be and shall constitute a nuisance and may be abated by the Association.

Section 6. Construction and Validity of Restrictions. All of said Covenants, Conditions and Restrictions contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said Covenants, Conditions and Restrictions, or any part thereof, is invalid, or for any reason becomes unenforceable, no other Covenant, Condition or Restriction, or any part thereof, shall be thereby affected or impaired; and the Declarant, grantor and grantee, their heirs, successors and assigns, shall be bound by each Article, Section, subsection, paragraph, sentence, clause and phrase of this Declaration, regardless of the fact that any Article, Section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason becomes unenforceable.

Section 7. No Waiver. The failure of the Board or its agents to insist, in one or more instances, upon the strict performance of any of the terms, Covenants, Conditions or Restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall be not construed as a waiver or a relinquishment for the future of such term, Covenant, Condition or Restriction; but such term, Covenant, Condition or Restriction shall remain in full force and effect. The receipt and acceptance from an Owner, with knowledge of the breach of any Covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Board.

Section 8. Variances. The Board may allow reasonable variances and adjustments of the foregoing Covenants, Conditions and Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the Covenants contained herein, or to grant variances in regard to the requirements contained in Article VI for the purpose of enhancing views, utilizing a Lot to better advantage, preventing the removal of trees, and enhancing the placement of improvements on the Property, provided this may be done in conformity with the intent and purposes thereof, and also provided in every instance that such grants or adjustments shall not be materially detrimental or injurious to other Property or improvements in the neighborhood. Any variances from the provisions of Article VII, Section 2."O", Section 1."P", and Section 1."Q" shall also require the approval of the Board of County Commissioners of Teton County. Any variances or adjustments of these Conditions, Covenants and Restrictions granted by the Site Committee, or any acquiescence or failure to enforce any violation of the Conditions and Restrictions herein, shall not be deemed to be a waiver or any of the Conditions and Restrictions in any other instance.

--Signature Pages Attached--

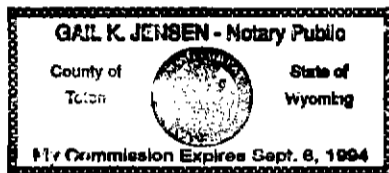
THIS IS TO CERTIFY THAT THESE REVISED COVENANTS HAVE BEEN REVIEW AND VOTED ON BY THE HOMEOWNERS ASSOCIATION OF EAST ZENITH HOMEOWNERS ASSOCIATION. THEY WERE APPROVED BY THE MAJORITY FOR REVISION.

Katrina Maley-Walters, President
KATRINA MALEY-WALTERS, PRESIDENT

Steve Holzer
STEVE HOLZER, VICE PRESIDENT

Sally M. Johnson
SALLY M. JOHNSON, SECRETARY/TREASURER

STATE OF WYOMING }
 }
COUNTY OF TETON }



The foregoing document was acknowledged before me by Katrinia Maley-Walters, President, Steve Holzer, Vice President, and Sally M. Johnson, Secretary Treasurer, this 6th day of ~~June~~, 1994.
July

Witness my hand and official seal.

Gail K. Jensen
Notary Public

My commission expires: Sept. 6, 1994