

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS - EAST ZENITH SECOND FILING

THIS DECLARATION, made this 19th day of December, 1979, by PETER A. HANSEN and JANE E. HANSEN, of P. O. Box 1887, Jackson, Wyoming 83001 (Declarant), the owner of all of the property, lots and streets of the East Zenith Second Filing, in accordance with the plat filed for record in the Office of the County Clerk and Ex-Officio Register of Deeds, Teton County, Wyoming, as Plat No. 397 (The Subdivision), the said Jane E. Hansen joining in said Declaration solely for the purpose of releasing any homestead interest she may have with respect to the property;

NOW, THEREFORE, Declarant hereby declares that The Subdivision shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with The Subdivision and the lots contained therein, and be binding on all parties having any right, title or interest in The Subdivision or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. ASSOCIATION MEMBERSHIP. Every owner of a lot which is subject to assessment shall be a member of the association; provided, however, that such membership is not intended to apply to those persons, firms or corporations holding an interest in any lot merely as security for the performance of any obligation such as mortgages, deed of trust and real estate contract purchases. 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 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

RECORDED	
COPY MADE	2
INDEXED	✓
APPROVED	✓

Recorded	Dec 19 1979	at 11:10	of 11:10
In Book	95	of	Photo Page 110 of 131
Doc. No.	206195		\$46.00 PA
V. Jolynn Coonc County Clerk			

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. The Class B members shall be the Declarant or his heirs, personal representatives, successors or assigns and shall be entitled to three (3) 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, 1990.

Section 3. INCORPORATION. Members of the association may incorporate said body under the laws of Wyoming pertaining to the establishment of not-for-profit corporations and may adopt such by-laws and regulations and do such other things in furtherance of the purposes and objectives of the association and of the covenants, conditions and restrictions set forth herein as may be necessary and proper. In the event of corporation by the membership of the association, the affairs of said corporation shall be conducted in accordance with the laws of Wyoming, the articles of incorporation and the by-laws which shall conform to and supplement the specific rights and limitations of membership hereinafter contained.

ARTICLE II

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each owner of a lot by acceptance of a deed therefore or by virtue of entering into a contract for the delivery of a deed therefore, whether or not it shall be so expressed in such deed or contract, is, by virtue of this covenant, obligated and agrees by the acceptance of such a deed or contract, to pay to the association annual assessments and charges. The annual assessments and charges,

together with interest, costs and a reasonable attorney's fee, shall be a charge upon the lot for which the same is attributable and shall be a continuing lien upon the property against which such assessment or charge is made. Each such assessment or charge, together with interest, costs and a reasonable attorney's fee, if the same is placed for collection, shall also be the personal obligation of the person who is the owner of the lot at the time when the assessment falls due.

Section 2. PURPOSE OF ASSESSMENTS AND CHARGES. The assessments and charges levied by the association shall be used exclusively to promote the health, safety and welfare of the residents and owners of the property including, but not limited to, the arrangement for garbage collection service, snow removal, repair and maintenance to roads and other services necessary or desirably benefiting The Subdivision and the lot owners in The Subdivision. The provision for such services by the association shall be permissible, but not mandatory, in the sole judgment of the membership of the association expressed in accordance with its articles of incorporation, by-laws and the laws of Wyoming.

Section 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1, 1980, the maximum annual assessment shall not exceed THIRTY-FIVE DOLLARS (\$35.00) per month per lot.

(a) From and after January 1, 1980, the maximum annual assessment may be increased each year not more than five percent (5%), or by the increase in the Cost of Living Index for all items established by the United States Department of Commerce, whichever is the greater, above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1980, the maximum annual assessment may be increased above five percent (5%) or by the increase in the Cost of Living Index by a vote of two-thirds (2/3) of each class of members who vote in person or by proxy, at a meeting duly called for this purpose.

(c) The board of directors of the association may fix the annual assessment at an amount not in excess of the

maximum and such increases as are allowed herein, without the consent of the membership.

Section 4. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3. 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 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 ($\frac{1}{2}$) 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 5. UNIFORM RATE OF ASSESSMENT. Annual assessments must be fixed at a uniform rate for all lots within The Subdivision and may be collected on a monthly basis.

Section 6. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence as to all lots subject to assessment on the first day of the month following the sale of the first lot. The first annual assessment for lots sold thereafter 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.

Section 7. 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 ten percent (10%) 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 8. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien.

ARTICLE III

DESIGN CONTROL

Section 1. DESIGN COMMITTEE: ORGANIZATION; POWER OF APPOINTMENT AND REMOVAL OF COMMITTEE MEMBERS. There shall be a design committee, organized as follows:

(a) The design committee shall consist of the board of directors of the association.

(b) In the performance of their duties, the design committee may procure the assistance of an architect or engineer for the purpose of determining the conformity of all plans submitted to them with these covenants, conditions and restrictions.

(c) Each member of the design committee shall hold his or her office until such time as he or she has resigned, been removed or his or her successor has been appointed.

(d) Any member of the design review committee may, at any time, resign from the design committee upon written notice delivered to the remaining members of the design committee. In the event a member of the design committee shall resign or be removed, the remaining members of the design review committee shall appoint a person to fill the vacancy.

Section 2. INITIAL DESIGN COMMITTEE. The members of the initial design committee shall be Peter A. Hansen, Jane E. Hansen and R. Michael Mallikin.

Section 3. DESIGN COMMITTEE: DUTIES. It shall be the duty of the design committee to consider and act upon such proposals for plans submitted to it from time to time, to adopt design committee rules to the extent they are deemed necessary and to perform such other duties from time to time delegated to it by these covenants, conditions and restrictions.

Section 4. DESIGN COMMITTEE: MEETINGS; ACTION; 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 unless authorized by the association, the members of the design committee shall not receive any compensation for services rendered.

Section 5. DESIGN COMMITTEE RULES. The design committee may, from time to time, in its sole discretion, adopt, amend and repeal rules and regulations which shall be known as "Design Committee Rules". To the extent any such rules are adopted, a copy of said rules, as they may exist from time to time, certified by any member of the design committee, shall be available to each lot owner requesting the same from any member of the design committee, and shall have the same force and effect as if they were set forth in and were a part of these covenants, conditions and restrictions.

Section 6. 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 design 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 7. ESTOPPEL CERTIFICATE. Within thirty (30) days after written demand therefore 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 design committee 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 Second Filing 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 8. LIABILITY AND INDEMNITY. Neither the design committee nor any member thereof 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 design committee or any member thereof has, with the actual knowledge possessed by him, acted in good faith. Without in any way limiting the generality of the foregoing, the design committee, or any member thereof, 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 its individual members from any and all claim, loss or liability arising out of the performance of the duties of the design review committee so

long as the design committee and the individual members thereof have, with the actual knowledge possessed by them, acted in good faith.

ARTICLE IV

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 tar paper roofs shall be permitted.

(c) Exterior finishes and colors shall be non-reflective. No bright, reflective, fluorescent or phosphorous 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 one-half ($\frac{1}{2}$) of the square footage of the main residence. The remaining accessory building may not be used as living quarters and may not have a square footage of more than the square footage of the main residence.

(b) The minimum floor area of any single family residence shall not be less than twelve hundred (1200) square feet, exclusive of a garage, carport, basement and unenclosed porches or decks.

(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) Solar collectors shall not be considered as roofs.

(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.

Section 4. 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 a minimum of two (2) outdoor and one (1) indoor parking spaces. The indoor parking space 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 paved surface of either asphalt, concrete or a graveled surface. At the time of the construction of the main residence, a driveway shall be improved from the access easement to the residence.

(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 of solid construction, may be no more than eight (8) feet in height and shall be attached to the main residence. Privacy fences shall enclose no more than twice the square footage of the primary residence.

(11) 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 of visually open construction and shall not exceed 38 inches 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 and similar fencing materials are expressly prohibited.

(iii) 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 (1200) square feet of area. A horse corral need not be of open construction, but wire mesh, hog wire, chain link and similar fencing materials are expressly prohibited.

(iv) 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 not enclose more than one hundred (100) 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.

ARTICLE V

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) Any artist, artisan or craftsman from pursuing his artistic calling upon the lot or dwelling unit owned by such artisan if he also uses the lot or dwelling unit for residential purposes, is self-employed and has no employees working on the lot or in the dwelling unit, and does not advertise any product or work of art for sale to the public upon such lot or dwelling unit; or

(b) The leasing for residential purposes of any lot from time to time by the owner thereof, subject, however, to all of the restrictions contained herein and as may be adopted from time to time by the association.

Section 2. BUILDING AND IMPROVEMENT RESTRICTIONS. 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 purposes other than the authority for the person submitting the plan to commence construction.

Section 3. MAINTENANCE RESPONSIBILITIES. Each residential lot, and any and all improvements from time to time located thereon, shall be maintained by the owner in good condition and repair, and

in such manner not to create a fire hazard, all at the lot owner's cost and expense.

Section 4. PROHIBITION OF NUISANCE AND OTHER MISCELLANEOUS RESTRICTIONS. No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done or placed thereon which would 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 shall be given to the objective that owners, by virtue of their interest and participation in The Subdivision, are entitled to the reasonable enjoyment of the natural benefits and surroundings of The Subdivision. Without in any way limiting the foregoing, the following is expressly prohibited:

(a) No outside toilets shall be constructed on any lot.

(b) Once construction of any building or improvement has been commenced, said construction shall proceed without delay until the same is completed, unless such delay is attributable to a cause or causes beyond the control of the owner, builder or contractor, as the case may be. Cessation of work before the completion of any building, structure or improvement, once started, for a continuous period of sixty (60) days shall be prima facie evidence of an attempt to abandon the same in its partially completed state, and the same shall be deemed to constitute a nuisance.

(c) No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications.

(d) No stripped down or junked motor vehicle or any sizable part thereof or of any other apparatus or machinery shall be permitted to be parked or located on any lot or on any street in The Subdivision. No temporary structure, house trailer, mobile home, camper, travel trailer,

Section 5. DURATION AND SEQUENCE OF CONSTRUCTION. All improvements placed upon any lot within The Subdivision shall be completed and ready for occupancy or utilization no later than one (1) year after the date construction is commenced. No accessory structures, buildings, garages or other improvements except fences shall be constructed, placed or maintained upon any lot prior to the construction of the main residential structure; provided, however, that the provisions of this section shall not apply to temporary construction shelters used exclusively in connection with the construction of the main residential structure.

Section 6. HUNTING AND DISCHARGE OF FIREARMS. Hunting and the discharge of firearms within the confines of The Subdivision is prohibited.

Section 7. WILDLIFE. The purchasers of property within The Subdivision are hereby notified that, due to the location of The Subdivision, various species of wildlife, including moose, sometimes inhabit or migrate through the general area during the winter period. While this attribute may be considered an advantage, vegetative use by moose of ornamental shrubs, trees and other plants may occur. 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.

Section 8. DOMESTIC AND WILD ANIMALS. No domestic or wild animals, livestock, fowl, reptiles or insects shall be raised, bred or kept on any property within The Subdivision except;

(a) No more than a total of two (2) dogs or other domestic pets, and then only provided-

(1) They are not kept, bred or maintained for any commercial purpose;

(1i) They are kept under restraint on the property of the owner; and

(1ii) The association may promulgate such reasonable rules and regulations generally applicable

to all lot owners as may be appropriate to further enforce this covenant in furtherance of the objective that such animals should not be permitted to range about The Subdivision or upon adjacent properties or disturb other owners or occupants since they may constitute a nuisance to other land owners and to wildlife.

(b) Not to exceed two (2) horses per lot and then only provided:

(i) They are not kept, bred or maintained for any commercial purpose;

(ii) They are kept under restraint on the property of the owner (except when being transported or ridden over the rights-of-way of The Subdivision) and improvements are placed upon the property of the owner appropriate to providing shelter and an enclosure to restrain the horse or horses;

(iii) They shall not be permitted to overgraze the vegetation on the lot in which they are kept (over-grazing shall be determined according to reasonable livestock practices within Teton County, with a view to preserving and maintaining the existing vegetative cover on the property); and

(iv) The association may promulgate such reasonable rules and regulations generally applicable to all lot owners as may be appropriate to further enforce this covenant in furtherance of the objective that such animals should not be permitted to range about The Subdivision or upon adjacent properties since they may constitute a nuisance to other land owners.

ARTICLE VI

GENERAL PROVISIONS

Section 1. LOT SPLITTING. No lot within The Subdivision shall be further subdivided or split.

Section 2. WATER AND DITCH RIGHTS; EXERCISE OF WATER RIGHTS. There may exist ditches traversing lots within The Subdivision which convey water to other lots or to lands outside The Subdivision. The use and ownership of the lots is subject to the rights of Declarant and third persons, their successors and assigns to utilize and enter upon lots within The Subdivision for the purpose of maintaining and repairing any such ditches for the purpose of the application of water rights to beneficial use on other lands. Due to problems associated with control of water, mosquito breeding habitat, etc., lot owners and occupants shall not exercise any surface or stream water rights they may have which may be appurtenant to the property. Lot owners shall be limited to making appropriate appropriations of ground water for domestic and stock purposes.

Section 3. POTABLE WATER FOR DOMESTIC AND HOUSEHOLD USE. No water system will be provided for The Subdivision by the Declarant. It shall be the responsibility of each lot owner, at his expense, to establish an appropriate well in accordance with federal, state and local law either alone or in cooperation with other lot owners for the purpose of supplying a potable water source. No warranty or guarantee is given by Declarant or its successors and assigns that a potable water source exists under any lot sold. It is the responsibility of each lot owner to make such investigation of the sources of potable water as he or she deems necessary and proper to satisfy such lot owner that such a potable water source exists.

Section 4. SEWAGE WASTE DISPOSAL SYSTEM. No sewage waste disposal system will be provided by the Declarant for The Subdivision. It is the responsibility of each lot owner to arrange for a sanitary sewage waste disposal system either alone or in conjunction with other lot owners. Any such system established by the lot owners, at their expense, shall be required to conform to all applicable

federal, state and local standards, rules and regulations. The Declarant, its successors and assigns make no warranty that any lot is suitable for the establishment of a sewage septic system. It shall be the responsibility of any lot owner to make such investigation as he deems necessary of the lot and surrounding property to determine whether said lot will support an adequate water and sewage treatment system.

Section 5. ACCESS EASEMENT. The roadways designated on the plat of The Subdivision are not dedicated to public use, but rather constitute private access easements for the non-exclusive use of lot owners, their families, licensees and invitees. Declarant, its successors and assigns reserve and retain the right to grant in favor of third persons, firms and corporations, the non-exclusive right to use the easements set forth in the plat of The Subdivision for roadway and utility purposes

Section 6. ASSIGNABILITY OF DECLARANT'S RIGHTS. Declarant is entitled to assign to third persons and corporations of its choosing, the rights retained by Declarant under these covenants, conditions and restrictions.

Section 7. FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS. Certain federal, state and local laws, rules and regulations may be inconsistent or more restrictive than the covenants, conditions and restrictions contained herein. To the extent the applicable law requires any lot owner to do anything not required herein or the performance by a lot owner of an act which is inconsistent with these covenants, the lot owner shall comply with the applicable law.

Section 8. OBLIGATION AND LIABILITY OF DECLARANT. Nothing contained in these covenants, conditions and restrictions shall be construed to obligate the Declarant, its successors and assigns, to construct, build or otherwise provide improvements of any kind or description other than those required as a condition to filing the plat, nor shall anything herein contained be construed in any manner to impose upon the Declarant, its successors and assigns, any liability for property damage and/or personal injury occurring to

any person or persons whomsoever for or by reason of the use of
The Subdivision or any improvements located thereon.

ARTICLE VII

ENFORCEMENT, DURATION, VARIANCE AND AMENDMENT

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. DURATION OF RESTRICTIONS. All of the covenants, conditions and restrictions set forth in this declaration shall continue and remain in full force and effect at all times against said property and the owners thereof, and to the benefit of said properties and owners, subject to the right of amendment or modification provided for hereinafter, for a term of TEN (10) YEARS, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 3. AMENDMENT. This declaration may be amended at any time by an instrument authorized by not less than two-thirds (2/3) of the total number of votes provided for under Article I, Section 2 hereof, and executed by the appropriate officers of the Association or in the alternative, by an instrument signed by all record owners of lots within The Subdivision, which amendment shall apply to all lots within The Subdivision, which instrument shall be recorded in the office of the County Clerk of Teton County, Wyoming.

Section 4. CONSTRUCTION AND VALIDITY OF RESTRICTIONS. All of the covenants, conditions and restrictions contained herein shall be construed together, but if it shall, at any time, be held that any one of said conditions, covenants or restrictions, or any part

thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant or reservation, or any part thereof, shall be thereby affected or impaired; and the Declarant and lot owners in The Subdivision, their heirs, personal representatives, successors and assigns shall be bound by each provision of this declaration, irrespective of the fact that any other provision is declared invalid or inoperative, or for any reason becomes unenforceable.

Section 5. VARIANCES. The design committee 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, provided this may be done in conformity with the intent and purposes of this declaration, 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 or adjustments of these conditions, covenants and restrictions granted by the design committee, or any acquiescence or failure to enforce any violation of the conditions and restrictions herein, shall not be deemed to be a waiver of any of the conditions and restrictions in any other instance.

ARTICLE VIII

MISCELLANEOUS

Section 1. HEADINGS. The headings used herein are for convenience only, are not necessarily descriptive of all of the contents of the provisions contained herein and in no way limit the construction of the provisions contained herein.

EXECUTED the day and year first above written.

(Execution and acknowledgement on following page.)

