

Courtesy of



**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
EASTRIDGE ADDITION TO THE TOWN OF JACKSON**

This 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 this 29 day of ~~July~~^{August}, 1991, by Eastridge Corporation, a Wyoming corporation (hereinafter referred to as "Declarant"), the Owner or beneficial Owner of Lots 1 through 22 of Eastridge Addition to the Town of Jackson, in accordance with the Plat filed for record in the office of the Clerk of Teton County, Wyoming, concurrently with this Declaration, and which shall hereinafter be referred to as the "Property." The Property is of high scenic and natural value, and Declarant is adopting the following Covenants, Conditions and Restrictions to preserve and to maintain the natural character and value of the Property for the benefit of all Owners of the Property or any part thereof.

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be owned, held, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following easements, restrictions, covenants and conditions, which are established for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner of any part thereof.

RELEASED		
INDEXED		
ABSTRACTED		✓

Grantor: EASTRIDGE CORPORATION
Grantee: THE PUBLIC PLAT 730
Doc 315716 bk 241 pg 0372-0402 Filed at 3:54 on 08/29/91
V Jolynn Coonce, Teton County Clerk fees: 66.00
By VIRGINIA BLAIR Deputy

ARTICLE I
DEFINITIONS

Section 1.1. "Association" shall mean and refer to EASTRIDGE OWNERS ASSOCIATION, a Wyoming non-profit corporation, established to administer and to enforce the terms and conditions of this Declaration and its successors and assigns.

Section 1.2. "Board" shall mean the Board of Directors of the Association.

Section 1.3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Lot Owners, including the Common Area Lots, as depicted on the Plat.

Section 1.4. "Common Roads" shall mean the private roadways within the Property which provide access to individual Lots.

Section 1.5. "Common Services" shall mean the roadway maintenance and snow removal services for the Common Roads, utility line maintenance and repair services for utility lines located in the rights-of-way, landscape maintenance of the Common Area and such other expenses approved by the Association.

Section 1.6. "Declarant" shall mean and refer to Eastridge Corporation, its successors and assigns.

Section 1.7. The "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions.

Section 1.8. "Development" shall mean any alterations of the natural land surface, and all buildings, Structures or other site improvements on the Property.

Section 1.9. "Lot" shall mean and refer to any of the single family residential lots described and shown upon the Plat.

Section 1.10. "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 1.11. "Plat" shall mean and refer to that certain plat map of the Property filed for record in the Office of the Clerk of Teton County, Wyoming.

Section 1.12. "Principal Residence" shall mean the single family residential Structure, constructed on any Lot, and to which other authorized Structures on such Lot are accessory.

Section 1.13. "Property" shall mean and refer to that certain real Property known as Eastridge Addition to the Town of Jackson, in accordance with the Plat filed for record in the Office of the Clerk of Teton County, Wyoming, concurrently with this Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.14. "Site Committee" shall mean the committee as authorized and appointed in accordance with Article VI hereof.

Section 1.15. "Structure" shall mean anything built or placed on the ground, excluding fences and ground level features such as pathways or low profile patios contiguous to homes.

Section 1.16. "Eastridge" shall mean and refer to the subdivision or Development known as Eastridge Addition to the Town of Jackson.

ARTICLE II
PROPERTY RIGHTS

Section 2.1. Owners' 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 assessments for the use and maintenance of the Common Area.
- (b) The right of the Association, by and through the Board, to establish rules and regulations from time to time, including speed limits, for the use of the Common Area and to impose reasonable sanctions for violations of the 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. No such dedication or transfer shall be effective unless an instrument signed by the Declarants or by two-thirds (2/3rds) of the members agreeing to such dedication or transfer has been recorded.

ARTICLE III
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 3.1. 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.

Section 3.2. Voting. Voting by Members of the Association upon any matter allowing or requiring a vote of Members shall be as follows: there shall be one (1) vote allowed for each Lot. If an Owner includes more than one

person and/or entity, the vote for said Member shall be cast in such manner as the persons and/or entities constituting the same shall determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE IV

STATUS OF OWNERS: BOARD OF DIRECTORS

Section 4.1. 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, through the Board of Directors or officers 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 4.2. 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 4.3. Board of Directors of the Association. The Board of Directors (the "Board") of the Association shall consist of three (3) Owners, 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.

Until December 31, 1997, or until 75% of the Lots have been sold and title transferred to Owners other than Declarant, whichever occurs first, the Declarant reserves the right to appoint and remove all members of the Board and to exercise the powers and responsibilities otherwise assigned by the Declaration to the Association. Notwithstanding the foregoing, by express written declaration, Declarant shall have the option to at any time turn over to the Association, and its members, the total responsibility for electing and removing members of the Board.

Section 4.4. Authority and Duties. The duties and obligations of the Board and rules governing the conduct of the Association shall be set forth in the Articles of Incorporation and the Bylaws of the Association as they may be amended from time to time. The Board may adopt reasonable rules and regulations from time to time to administer and to enforce the Declaration and such other matters which may arise with respect to the Property.

Section 4.5. 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 Owners as a result of their activities 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 any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity;

- (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; and
- (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 official capacity.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 5.1. Creation of a Lien and Personal Obligation of 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 this Declaration 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 became due and payable.

Section 5.2. 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 and for the improvement and maintenance of the Common Area, to include road maintenance and common utility line maintenance,

landscape maintenance, Association employees' wages, mailing costs and other related expenses incurred on behalf of the Association.

Section 5.3 Budget. The Board shall prepare an annual budget and estimate for Common Services and administration of the Association and fix the amount of the Annual Assessment based upon its budget estimate. Such annual budget shall be prepared and approved by the Board at least thirty (30) days in advance of each Annual Assessment period.

Section 5.4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal Property related thereto, provided that any such assessment shall have the assent of one-half (1/2) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5.5. Notice and Quorum for Action Authorized Under Section 5.4. Written notice of any meeting called for the purpose of taking action authorized under Section 5.4 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 5.6. 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, quarterly or other regular basis determined by the Board. Lots owned by the Declarant shall not be assessed or required to pay assessments until sold by either a deed or contract.

Section 5.7. 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 conveyance of the first Lot. The first annual assessment for Lots purchased thereafter shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association 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 payment 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 5.8. 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, and/or foreclose the lien against the Lot. 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 5.9. Priority of the Lien to Mortgages.

The lien of the assessments provided for herein shall be superior and prior to the lien of any first mortgage or purchase contract. Sale or transfer of any Lot shall not affect the assessment lien.

ARTICLE VI

SITE COMMITTEE

Section 6.1. Site Committee: Organization. There

shall be a Site Committee organized as follows:

- (a) The Site Committee shall be appointed by the Board of Directors of the Association. The Site Committee shall consist of three (3) members and may be the same persons that compose the Board.

Section 6.2. Initial Site Committee. The members of the initial Site Committee shall be _____,
_____ and _____.

Section 6.3. Site Committee: Duties. It shall be the duty of the Site Committee to consider and act upon such proposals for Development submitted to it from time to time, to adopt Site Committee rules pursuant to Section 6.5 of this Article, and to perform such other duties from time to time delegated to it by the Board.

Section 6.4. Site Committee: Meetings: Action: Expenses. The Site Committee shall meet from time to time (in person by telecommunications or other convenient method) as necessary to properly perform its duties hereunder. The vote or written consent of any two (2) members shall constitute an act by the Site Committee. The Site Committee shall keep and maintain a record of all action from time to time taken by the Site Committee at such meetings or otherwise. Unless authorized by the Association, the members of the Site Committee shall not receive any compensation for

services rendered. All members of the Site Committee shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any Site Committee function.

Section 6.5. Site Committee Rules. The Site Committee may, from time to time, and in its sole discretion, adopt, amend and repeal by unanimous vote, rules and regulations, to be known as "Site Committee Rules." A copy of the Site Committee rules, as they may from time to time be adopted, amended or repealed, certified by any member of the Site Committee, shall be available for each Lot Owner requesting the same from any member of the Site Committee, and shall have the same force and effect as if they were a part of the Declaration. The Site Committee may record the same if deemed necessary by the Board.

Section 6.6 Approval Required by Site Committee. Prior to the commencement of work and/or Development, an Owner must receive approval from the Site Committee that the Declaration and the design standards will be observed.

Section 6.7. Non-Waiver. The approval by the Site Committee of any plans, drawings or specifications for any work done or proposed, or in connection with any other matter requiring the approval of the Site Committee under the Declaration, 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 for approval.

Section 6.8. Estoppel Certificate. Within thirty (30) days after written demand therefor is delivered to the Site Committee by any Owner, and upon payment therewith to the Association of a reasonable fee from time to time to be fixed by the Board, the Site 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 the

date thereof either (a) all improvements or other work made or done upon or with said Lot by the Owner, or otherwise, comply with the Declaration, or (b) such improvements and/or work do not comply, in which event the certificate shall also (1) identify the noncomplying improvements and/or work, and (2) set forth with particularity the cause or causes for such noncompliance. 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, Declarants and all Owners and such purchaser, mortgagee or other encumbrancer.

Section 6.9. Liability. Neither the Site Committee, nor any member thereof, shall be liable to the Association or to any Owner for any damage, loss or prejudice 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 Eastridge or (d) the execution and filing of an estoppel certificate pursuant to Section 6.8 above, whether or not the facts therein are correct; provided, however, that such member has, with the actual knowledge possessed by him, acted in good faith. Without in any way limiting the generality of the foregoing, the Site Committee, or any member thereof, may, but is not required to, consult with or hear the Board or any Owner with respect to any plans, drawings or specifications, or any other proposal submitted to the Site Committee.

Section 6.10. Specific Guidelines:

Construction. Prior to beginning any work or Development upon a Lot, the Owner shall advise the Site Committee of the

construction schedule and arrange an on-site review of the final construction plans and field staking.

This meeting shall be mandatory and shall address the following:

- (a) "Limits of Development." Each contractor shall establish and maintain a boundary for every aspect of construction and Development, beyond which no construction shall take place.
- (b) The contractor's field office shall be located within the "Limits of Development."
- (c) Only one (1) construction site project sign may be used and it must be located within the "Limits of Development."
- (d) Proper, temporary sanitary facilities for all construction personnel shall be provided.
- (e) Parking for construction workers shall be provided within the "Limits of Development"; or, with the approval of the Site Committee, on the street adjacent to the Property.
- (f) The Owner, through the contractor, shall be responsible for maintaining a reasonable level of construction noise. No "non-construction" noises (radios, etc.) shall be allowed without the continuing approval of the Site Committee. Adjacent Lot Owners wishing to complain shall make their complaints to the Site Committee.
- (g) The Owner, through the contractor, shall ensure that construction worker's pets are not brought to the construction site.

ARTICLE VII

DESIGN AND ARCHITECTURAL STANDARDS

Section 7.1. General Standards. The following standards and restrictions are applicable to the construction, remodeling, alteration and exterior refinishing

of any and all Structures, improvements, site preparation and Development upon each Lot.

Section 7.2. Design Character.

- (a) All Structures and improvements shall be of new construction. Pre-built, pre-fabricated, component, or modular construction shall be permitted only upon specific written approval of the Site Committee.
- (b) Exterior materials shall be new material except for architectural detailing which may utilize used materials.
- (c) Exterior finishes shall be semi-transparent or heavy bodied stains, or pigmented or clear non-glossy preservatives. Glossy painted finishes shall not be permitted. All exposed metals shall have a dull colored finish, or shall be flat color anodized or painted.
- (d) Exterior colors shall be subdued. Color samples, on pieces of all exterior materials and roofing materials to be used, shall be submitted to the Site Committee for approval.

Section 7.3. Building Design.

- (a) Style and Quality. The architectural style will be appropriate to the western mountain environment, and will use the design elements that have been found successful in the construction of comfortable, durable dwellings in high alpine environments. Permanent, low maintenance materials will be required for all exteriors. Typical materials of choice for the exteriors will include stone, architectural concrete, log and natural-finish wood siding.
- (b) The Building Location. Horizontal building location boundaries (building envelopes) shall be established for each Lot by the Site Committee by considering site geography and constraints, design considerations and adjacent Lots. The "range" of distances varies from Lot to Lot depending on slope, proximity and effect on adjoining Structures and vehicular access. The following policies

have been established in determining the building location boundaries:

- i. The driveways that access garages that face the road shall be at least 20 feet long, between the garage door and the Common Roadway.
 - ii. Lots that border the exterior Property lines of the Eastridge Development shall have dwellings set back a minimum of fifteen (15) feet according to the Town of Jackson Development Standards.
- (c) Building Code. All Structures shall conform to all applicable building codes and ordinances. Approval by the Site Committee does not constitute or imply compliance with such codes and ordinances.
- (d) Building Height. No building shall exceed twenty-eight (28) feet. It is the intention to inspire a community of Structures whereby the building height of any one Structure does not impede the view of the Teton Range. If a Lot Owner, to further enhance his/her dwelling, wishes to change the ground floor elevation, he/she must prove to the Site Committee that all adjacent properties are benefitted, or are not adversely effected.
- (e) Floor Space and Permitted Uses. There will be a minimum size of 1500 square feet in the individual dwellings in Eastridge.
- (f) Materials - Exterior Surfaces. Exterior surfaces will be generally of natural materials. Wood siding, field stone or river rock are obvious choices. Foundation walls will be finished to blend with the upper walls of the dwelling.
- (g) Color. The color of external materials will be generally subdued to blend with the colors of the natural landscape. Earth tones, generally muted, are recommended, although occasionally accent colors used judiciously and with restraint may be permitted.

- (h) Roofs. Roofs will be of cedar shake, or other material approved by the Site Committee. Under no circumstances shall asphalt shingle or metal roofs be allowed. Roofs shall be of varying heights and articulation to create a sense of interest from above and below, creating a varying play of light, shadow with a minimum of reflectivity.
- (i) Site Grading and Drainage. Site grading will be required to varying degrees on most of the Lots. All cuts in excess of five (5) feet shall be retained by timber retaining walls of a type similar to those utilized by Declarant. Cuts less than five (5) feet may be sloped back at no greater than a 2:1 pitch, stabilized and revegetated so that no erosion occurs. Site drainage and grading will be done with minimum disruption to the Lot and shall not drain to adjoining Lots, nor cause a condition that could lead to soil erosion on street embankments, easements, or any Property outside Eastridge. Driveway culverts, if required, will be approved by the Site Committee and will be installed by the Owner.
- (j) Paved Areas. Hard-surfaced private driveways and parking areas are highly encouraged, with a "chip/seal" surface preferred. The Committee may approve non-hard surfaced driveways and parking areas, but appropriate measure to contain edges and control erosion and washouts must be taken. Materials used to create special paving patterns are subject to Site Committee approval.
- (k) Foundation Walls. Foundation walls, where exposed, shall be finished to blend with the upper walls of the dwelling.
- (l) Exterior Mechanical Equipment. All exterior mechanical equipment shall be either incorporated into the overall form of the dwelling or be permanently enclosed by a material approved by the Site Committee.
- (m) Garage Doors. Visual impact of garage doors will be minimized by such measures as, but not limited to, siting of the dwelling, protective overhangs and/or projections, covering of

garage doors to match the house siding in materials, color, direction to which siding is applied, and landscaping.

- (n) Fireplaces. Proximity of trees to fireplace flues should be carefully considered so that trees and branches are not subjected to excessive heat and so that fire hazards are not created. Spark arrestors shall be installed over all flues.
- (o) Accessory Structures. Accessory Structures shall be architecturally compatible with the dwelling. Chain link fences will not be permitted. Dog runs or enclosures for other pets will be architecturally compatible with the dwelling and subject to approval by the Site Committee.
- (p) Fire Protection. All residences on Lots 10 through 19 must have residential sprinkler systems that meet or exceed the requirements of NFPA 13D.

Section 7.4: Site Design.

- (a) Building Location. No construction, storage of materials, or activity of any kind shall take place outside the final approved building envelope in order to protect valuable site resources and to minimize disturbance of any site.
- (b) Modification of Building Location. It is the firm intention of Declarant to protect each individual Property Owner from the indiscreet use of adjacent properties. Also, to establish in advance parameters so that current or prospective Lot Owners will be assured of what to reasonably expect within Eastridge. If an Owner, to further enhance the use of that Owner's Lot, wishes to modify the building location boundary, the Owner must prove to the Site Committee that all adjacent properties benefit, or are not adversely effected.
- (c) Driveways. All Lots shall have building access on Henley Drive. The individual Lot Owner shall provide a hard surface driveway, of preferably a "chip/seal" material, unless

otherwise approved by the Site Committee. The minimum width of each driveway shall be ten (10) feet and the maximum width shall be twenty-four (24) feet.

- (d) Parking; Garages. No on-street parking shall be allowed at Eastridge. The Owner shall be responsible for the on-site parking of two (2) cars within the building envelope. All residences shall provide an enclosed garage for a minimum of two (2) cars.
- (e) Fences. In order to preserve the open naturalness and the aesthetic appearance of Eastridge, all Lot lines shall be kept free and open and no fences or plantings simulating fencing shall be permitted on any Lot lines, except as provided by the Declarant as a part of the original design concept, or as approved by the Site Committee. A fence or any enclosure as a Structure or aesthetic feature of a design concept may be permitted by the Site Committee so long as it is designed to appear to be a single element connected or visually related with the principle Structure.
- (f) Lighting. Exterior lighting that is subdued and whose light source is not visible from adjoining dwellings, roads, or off premises locations, may be permitted by the Site Committee for such purposes as illuminating entrances, decks, driveways and parking areas, and other purposes approved by the Site Committee. In all cases, exterior lights are subject to the prior approval of the Site Committee.
- (g) House Numbers. Each dwelling may have a street number which is visible from an adjacent road, but does not exceed a total of two (2) square feet in overall size, and approved by the Site Committee.
- (h) Firewood Storage. Firewood intended as fuel in fireplaces or wood-burning stoves will be stored in closed Structures designed for that purpose, and incorporated into the dwelling. No firewood stacked in the outdoors will be permitted.

- (i) Radio and Television Antennae. External antennae will be prohibited.
- (j) Exterior Clothes Lines. Outside clothes-drying lines will be prohibited.
- (k) Air Conditioning Units. If such units are fitted they will be adequately screened.
- (l) Exterior Equipment. Exterior appurtenances such as sun screens, awnings and trellises are discouraged unless they materially increase the comfort of the residents and improve or cause no detriment to adjacent properties. Service areas for mechanical equipment, yard equipment, maintenance tools or miscellaneous storage shall be incorporated into the dwelling fabric; use of detached Structures for these purposes will not be permitted.

Section 7.5: Landscaping.

- (a) General Character. The approximate minimum visual screening will be forty percent (40%); however, the exact amount and type will be arrived at on a case by case basis, by the Site Committee, as each residence is developed.
- (b) Protection and Preservation. It is a requirement of Eastridge that the trees on each Lot be preserved and protected, by each Owner, from the effects of Development. No trees outside the building envelope shall be damaged or removed by the Owner without the express consent of the Site Committee.

Trees within the building envelope shall be moved to other sites on the Lot where feasible. Where no opportunity exists to transplant the trees on the Owner's Lot, the Committee may assist the Owner in finding suitable locations on the Property.
- (c) Plant List. A list of desirable and undesirable plants shall be supplied to the Owner. Under no circumstances will undesirable plants be planted by the Owner. A plant that does not exist on either list may be used only after review by the Committee.

- (d) Irrigation. The Owner is responsible for the installation and maintenance of an automatic drip irrigation system. Lawns must be watered by an automatic turf-type system.
- (e) Snow Storage. Provision for snow storage must be made for on each Lot by the Owner.
- (f) Property Maintenance. The landscapes on each Lot shall be maintained in a healthy and vigorous condition by each Owner.

ARTICLE VIII

RESIDENTIAL AREA USE RESTRICTIONS

Section 8.1. Each Lot shall be used exclusively for residential purposes, and no more than one (1) family (including its servants and transient guests) shall occupy each residence; 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 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;
- (b) The 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; or
- (c) The rental of the Principal Residence to groups on a week to week basis and to families on a week to week or longer basis, subject to such further restrictions, rules or regulations as may be approved by the Board.

Section 8.2. Each 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.

Section 8.3. No noxious or offensive activity shall be carried on upon 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, or in their enjoyment of Common Areas. 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.

Section 8.4. 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:

- (a) Such signs as may be required by legal proceedings.
- (b) Standardized residential identification signs of a combined total face area of three (3) square feet or less for each residence, and signs used in connection with facilities of a directory, informational or instructional nature.
- (c) Such residential identification signs to be placed in Common Areas associated with each living unit area, as the Owners within that area determine appropriate and feasible.

Section 8.5. No house trailer, mobile home, tent, tepee or similar facility or Structure shall be kept placed or maintained upon any Lot at any time; 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 Structure, work or improvement. 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.

Section 8.6. No trailer of any kind, truck camper or boat 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, unless the same is approved as a temporary construction facility as provided above.

Section 8.7. No accessory Structures, buildings, garages or sheds shall be constructed, placed or maintained upon any Lot prior to the construction of the residence; provided, however, that the provisions of this subparagraph shall not apply to temporary construction shelters.

Section 8.8. 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 garbage and trash shall be in strict compliance with such rules as may be adopted by the Board, 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.

Section 8.9. 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.

Section 8.10. An Owner shall not permit designated parking spaces to be used for purposes other than to park vehicles. The Board shall have full power and authority to regulate the parking and storage of cars and any and all motor homes, recreational vehicles, boats, bicycles,

motorbikes, trailers and other similar vehicles and equipment, and to regulate the use of roadways by imposing and enforcing speed limits and other restrictions, all with full power and authority to impose and enforce (by special assessments hereunder or otherwise) fines and other penalties for violations of such regulations.

Section 8.11. No outdoor toilets shall be permitted, except during construction.

Section 8.12. The Common Road on the Property shall be a private road at all times, and each Lot Owner shall be responsible for an equal portion of the snow removal and maintenance costs for said roads. Bushes and shrubs shall be cleared and large trees limbed within the road to improve sight distance, with related costs being common costs.

Section 8.13. No mining or other mineral extraction or Development activities shall be permitted on any Lot, including the removal of gravel.

Section 8.14. Lot Owners shall take all actions necessary to control noxious weeds as defined by the Teton County Weed and Pest Control Board, The Town of Jackson 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.

Section 8.15. Owners shall not obstruct Common Area Lots. Owners shall not place or store anything within the Common Areas without the prior written consent of the Board

or its designee, except in a facility specifically designated or approved for such storage.

Section 8.16. The discharge of firearms, firecrackers or fireworks is forbidden.

Section 8.17. No snowmobile, motorcycle, or other similar device shall be operated on any Lot for recreational purposes. Snowmobiles, motorcycles or similar vehicles may be used for access to and from residential Structures, with the prior written approval of the Board. The approval of the Board for access use may be terminated if such vehicles are not strictly limited to access use.

Section 8.18. It is recognized by the Declarant and the purchasers or Owner of any Lot within the Property, that wildlife species migrate through the Property during various times of year. The following limitations on use and Development are intended, in addition to all other requirements of these Covenants, to protect wildlife on the Property and to minimize the adverse effects of Development on wildlife.

- (a) No Owner of any Lot shall remove or alter or allow others to remove or alter any of the existing vegetation thereon, except as is absolutely necessary for the clearing and preparation of the building site for the purposes of constructing authorized Structures or roads thereon;
- (b) Dogs and other domestic animals shall be controlled and restrained at all times, and shall not be allowed to run at large on any portion of any Lot except within an enclosed improvement area;
- (c) No hunting or shooting of guns shall be allowed on any Lot.

Section 8.19. There shall be no agricultural activities carried on any Lot including but not limited to the growing of crops or raising of livestock.

ARTICLE IX
GENERAL PROVISIONS

Section 9.1: Consolidation; Lot Splitting.

1. Two (2) or more contiguous Lots within Eastridge may be combined, provided notice of intention to consolidate such Lots is filed with the Site Committee and the Board. Such consolidated Lots may thereafter be treated as one (1) building site, and such site may be subject to these restrictions the same as a single Lot except for the purpose of levying and collecting assessments.

2. No Lot within Eastridge shall be split or divided or subdivided, except those so identified on the Plat as (TZL) Twin Zero Lot Lines which shall allow the construction of two (2) residences per Lot, in accordance with the master plan.

Section 9.2: Conveyance of Common Area;
Reservation of Easements and Rights-of-Way;
Reclassification of Land Area.

1. Declarants shall transfer and convey to the Association and the Association shall accept, all of its right, title and interest to all of the real property designated as "Common Area." Conveyance to the Association will occur after completion of said improvements. Such Common Area is subject to any or all of the following exceptions, liens, encumbrances and easements:

- (a) The lien of real property taxes and assessments not delinquent;
- (b) Such easements and rights-of-way on, over or under all or any part thereof as may be reserved to Declarants or granted to any Owner or participating facility for the use thereof in accordance with the provisions hereof;

- (c) Such easements and rights-of-way on, over, across or under all or any part thereof as are hereby reserved to Declarants or which may be granted by Declarants to or for the benefit of the United States of America, the State of Wyoming, or the Town of Jackson, any other political subdivision or public organization, or any utility corporation, any participating facility, any project, or any Lot, for the purpose of constructing, erecting, operating and maintaining utilities thereon, therein and thereunder, at that time or at any time in the future;
- (d) The obligations imposed, directly or indirectly by virtue of any statute, law, ordinance, resolution or regulation of the United States of America, the State of Wyoming, Teton County, the Town of Jackson or any other political subdivision or public organization having jurisdiction over such Property, or by virtue of any organization or body politic created pursuant to any such statute, law, ordinance or regulation; and
- (e) Any other lien, encumbrance or defect of title of any kind whatsoever which does not materially and actually prejudice the Owners and guests in their use and enjoyment of the Property.

Section 9.3. Assignment of Powers. Any and all of the rights and powers vested in Declarant pursuant hereto or otherwise may be delegated, transferred, assigned, conveyed or released by Declarants to the Association, and the Association shall accept the same, effective upon the recording by the Declarants of a notice of such delegation, transfer, assignment, conveyance or release.

Section 9.4. Condemnation on Common Area. If at any time, or from time to time, all or any portion of Common Area, or any interest therein, be taken for any public or quasi-public use, under any statute, by right of eminent domain or by private purchase in lieu of eminent domain, the entire award in condemnation shall be paid to the Association and deposited into either the operating fund or another fund

as the Association may, in its sole discretion, determine. No Owner shall be entitled to any portion of such award and no Owner shall be entitled to participate as a party, or otherwise, in any proceeding relating to such condemnation, such right or participation being herein reserved exclusively to the Association which shall, in its name alone, represent the interests of all Owners.

Section 9.5. Notices; Documents; Delivery. Any notice or other document permitted or required by the Declaration shall be delivered either personally or by mail. If delivery is made by mail, it should be deemed to have been delivered twenty-four (24) hours after a copy of the same has been deposited in the United States Mail, postage prepaid, addressed as follows:

If to the Association, the
Board or Site Committee: P. O. Box 3393
Jackson, WY, 83001;

If to an Owner: At the Lot within
Eastridge owed by the
Owner;

If to the Declarant: P. O. Box 3393
Jackson, WY, 83001;

provided, however, that any such address may be changed from time to time by an Owner, by the Site Committee, or by Declarant by notice in writing, deliver to the Association. The Board or the Association may change its address by notice in writing to the Owners.

Section 9.6. General Maintenance; Association versus Owner Responsibility. The maintenance, alteration, replacement and/or repair of the Common Area Lots shall be the responsibility of the Association. The Association, as part of its responsibility, shall maintain, repair and provide for snow removal and maintenance activities on Henley Road. The maintenance, repair and

replacement of all improvements on each Lot, including without limitation private driveways, water lines, sewer lines and utility lines, shall be the responsibility of the Owner of such Lot and not the Association, except as otherwise expressly set forth herein.

Section 9.7. Hansen Street Upgrade. In the event that the Town of Jackson requires that that portion of Hansen Street within the Property be improved to the Town standards, then it shall be the responsibility of the Association to build and pay for said upgrade which shall be deemed a portion of the annual assessment and shall require no special vote to approve. In such event, the Board shall arrange for the financing and budgeting of the necessary expenditure.

ARTICLE X

ENFORCEMENT, DURATION AND AMENDMENT

Section 10.1. Enforcement. The Association, or any Owner, shall have the right to enforce, by an 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, 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 shall in no event be deemed a waiver of the right to do so thereafter.

Section 10.2. Duration of Restrictions. All of the covenants, conditions and restrictions set forth in the Declaration shall continue and remain in full force and effect at all times against the Property and the Owners thereof, subject to the right of amendment or modification provided for in this Article, for a term of twenty (20)

years, after which time it shall be automatically extended for successive periods of twenty (20) years.

Section 10.3. Amendment. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy percent (70%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty percent (60%) of the Lot Owners, which instrument must be recorded in the Office of the County Clerk of Teton County, Wyoming. The Declarants shall have the right, during such time as it owns not less than twenty-five percent (25%) of the Lots, exclusion of Common Area Lots, to change or modify the Declaration, and all Lots with Eastridge including those previously sold shall be subject to such changes. Such amendments shall be duly executed by the Declarant and filed of record in the Office of the County Clerk of Teton County, Wyoming.

Section 10.4. Annexation. Additional residential Property and Common Area may be annexed to the Property by Declarant at any time, provided only that all of such additional Property and Owners shall be subject to the Declaration.

Section 10.5. Violation Constitutes Nuisance. Every act or omission, whereby any restriction, condition or covenant in this Declaration, if violated in whole or in part, is declared to be and shall constitute a nuisance may be abated by Declarant or its successors in interest and/or by any Lot Owner; and such remedies shall be deemed cumulative and not exclusive.

Section 10.6. 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 conditions, covenants or reservations, 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 Declarants, grantor and grantee, their heirs, successors and assigns, shall be bound by each Article, Section, subsection, paragraph, sentence, clause and phrase of this Declaration irrespective 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 10.7. No Waiver. The failure of the Association, 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 not be construed as a waiver or 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 by the Board or its agent of the payment of any assessment 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 10.8. Variances. The Site 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, or to grant variances in regard to the requirements 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 Lot, provided this may be done in

conformity with the intent and purpose thereof, and also provided in every instance that such grants or adjustments shall not be materially detrimental or injurious to other property or improvements on the Property. With respect to movement of building envelopes, approval shall be required from both the Site Committee and contiguous Lot Owners. 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 of any of the covenants, conditions and restrictions.

DATED this 8 day of August, 1991.

DECLARANT:

EASTRIDGE CORPORATION, a Wyoming corporation

By SM Shepherd
Its President



ATTEST:

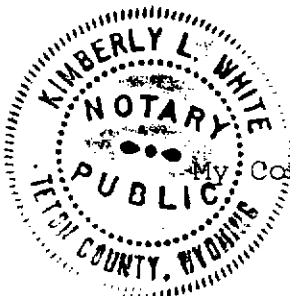
By Donald P. Bacci
Its Secretary

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Scott M. Shepherd and Donald P. Bacci, President and Secretary, respectively, of Eastridge Corporation, a Wyoming corporation, this 26th day of August, 1991.

Witness my hand and official seal.

Kimberly L. White
Notary Public



My Commission Expires: March 16, 1993.