

AMENDED AND RESTATED  
DECLARATION OF PROTECTIVE COVENANTS  
FOR  
THE FAIRWAYS ESTATES AT JACKSON HOLE

This *Amended and Restated Declaration of Protective Covenants* (the "Amended and Restated Declaration") is made by the Owners of the lots in The Fairways Estates at Jackson Hole, which is more particularly described as follows

The Fairways Estates at Jackson Hole, Teton County, Wyoming, as shown on the Plat filed November 13, 1979, as Plat No. 393 in Book 1 of Maps, page 15 (the "Plat"), including all lots shown thereon (the "Property" or "Fairways Estates").

WITNESSETH:

RELEASED	
INDEXED	✓
ABSTRACTED	✓
SCANNED	

WHEREAS, the Property is unusually attractive and valuable as a place of residence because of the surrounding landscape, and the owners of the lots of Fairways Estates (the "Owners") desire to amend and restate the general plan for the improvement, development, use and occupancy of the Property; all of which shall be binding on and inure to the benefit of the Owners and future owners of the Property in order to enhance the value, desirability, attractiveness, and to be in keeping with the surrounding area of Grand Teton National Park;

WHEREAS, The *Declaration of Protective Covenants for the Fairways Estates at Jackson Hole* (the "Declaration") dated October 1, 1979, was recorded in the office of the Teton County Clerk as Document No. 205079 on November 13, 1979 in Book 93 of Photo, Pages 534 to 545;

WHEREAS, the Declaration has been amended twice as evidenced by two (2) amendments recorded in the office of the Teton County Clerk: (1) *Amendment to Declaration of Protective Covenants* recorded as Document No. 382380 on September 8, 1994, in Book 295 of Photo, Pages 291 to 325 and (2) *Amendment to Declaration of Protective Covenants* recorded as Document No. 0409627 on December 29, 1995, in Book 314 of Photo, Pages 767 to 769.

WHEREAS, Article IV, Section 3 of the Declaration provides for its amendment upon the written consent of the Owners of eighty percent (80%) of the lots;

GRANTOR: FAIRWAYS ESTATES AT JACKSON HOLE  
GRANTEE: THE PUBLIC  
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By Mary Smith Deputy

WHEREAS, the Owners now desire to amend and restate the Declaration, as amended, in its entirety;

WHEREAS, the original declarant of the Declaration, the Grand Teton Lodge Company, has transferred all of its rights, title, and interest in the Fairways Estates to the Association;

NOW, THEREFORE, the Owners entirely supercede the Declaration, as amended, with this Amended and Restated Declaration and further declare that the Property and all lots within Fairways Estates are held and shall henceforth be sold, conveyed, used, improved, occupied, resided upon, hypothecated and held upon and subject to the manner, provisions, conditions, restrictions, agreements and covenants stated herein. This Amended and Restated Declaration shall constitute covenants and servitudes which benefit and burden each and every parcel and which run with the Property, and any lot therein, and shall be binding upon the Owners and subsequent owners thereof, and their heirs, personal representatives, successors and assigns;

## ARTICLE I

### GENERAL COVENANTS

1.1. Property Subject to Amended and Restated Declaration. All of the restrictions, conditions, covenants, provisions, and agreements contained herein are made for the mutual reciprocal benefit of each and every lot of Fairways Estates and shall apply to the Property and all lots therein.

1.2. Homeowners Association. The Owners have formed the Fairways Estates at Jackson Hole Homeowners Association (the "Association"), a nonprofit corporation, in which all Owners are members. The Association shall be responsible for the ownership, maintenance and insurance of commonly used property and all other matters of common concern to all Owners.

- i. Governance. The Association shall be governed by this Amended and Restated Declaration, the Association's Articles of Incorporation, and by any duly executed bylaws of the Association.

- ii. Insurance. The Association is hereby authorized to purchase such insurance policies as may be deemed necessary by the Board of Directors including, but not limited to, premises liability and director's liability policies.
- iii. Employees, Independent Contractors, and Professionals. The Association may hire, under terms and conditions acceptable to the Board of Directors, any staff, independent contractors, and professionals to perform any duties or services deemed necessary by the Association for the benefit of the Owners.
- iv. Audit. The Association is authorized to engage appropriately qualified financial professionals to perform financial audits of the Association as deemed necessary by the Board of Directors
- v. Delegation. The Association may delegate any of its rights, duties, and obligations under this Amended and Restated Declaration to any committee duly organized pursuant to the bylaws of the Association.

## **ARTICLE II**

### **DESIGN REVIEW**

2.1. Approval of Plans. No buildings, structures, fences, landscaping or other improvements shall be constructed or altered on any lot until the plans, specifications, and location of the proposed construction or alteration have been approved in writing by the Design Review Committee in a Notice of Final Approval described below. Nothing in this Article shall require the Design Review Committee's approval of any construction or alteration performed within a building or for the replacement of any tree or shrub otherwise in compliance with this Amended and Restated Declaration with a similar tree or shrub.

2.2. Preparation of Plans. Except as otherwise provided in this Section 2.2, all plans subject to this Article shall be prepared by a duly licensed architect. If the construction or alteration does not involve a building, the owner may have the plans prepared by an appropriately qualified professional, contractor or consultant. All references to "architect" in this Amended and Restated Declaration shall be deemed to also apply to such professional, contractor or consultant.

2.3 Design Review Procedure. The process by which the Design Review Committee will review such plans for construction or alteration shall be as follows.

- 1 Predesign Conference. Before commencing the preliminary approval process set forth below, the Owner and the Owner's architect shall meet with the Design Review Committee to review the design criteria applicable to the lot(s) and to visit other lots that indicate the character and design requirements of the Fairways Estates.
  
- 11 Preliminary Approval. The Design Review Committee shall preliminarily approve any construction or alteration plans that comply with the following:
  - a Design Review Fee. The Owner shall submit to the Design Review Committee contemporaneously with the submission of conceptual drawings a design review fee of \$300 for a principal residence, \$200 for an accessory building, and \$100 for minor improvements such as fences, screened service yards, landscaping additions or driveway changes. Design review fees are for the purpose of hiring an architect to review proposed plans on behalf of the Association.
  - b Conceptual Drawings. The Owner shall submit to the Design Review Committee four (4) copies of conceptual drawings prepared by the Owner's architect. The conceptual drawings must contain sufficient detail for the Design Review Committee to determine whether the proposed construction or alteration satisfies the provisions and intent of this Amended and Restated Declaration. The drawings must also detail the exterior color or finish, building materials, proposed location of the project, proposed landscaping and the location of existing or proposed drives, outdoor lighting, parking areas, or of any accessory building.
  - c Notice to Owners. Within five (5) days of receipt of conceptual drawings, the Design Review Committee shall give notice to all Owners of the nature of the proposed construction or alteration and the location where the conceptual drawings may be reviewed by Owners. The notice shall indicate that written comments,

- if any, must be submitted to the Design Review Committee within twenty-one (21) days following the date on which the Design Review Committee received the conceptual drawings. Any comments submitted by Owners shall be placed on file with the conceptual drawings and are available for review. The Design Review Committee shall forward copies of any comments to the Owner within five (5) days of receipt
- d Special Conditions. In reviewing the Owner's conceptual drawings, the Design Review Committee may impose special conditions necessary to accomplish the provisions and intent of this Amended and Restated Declaration which it deems appropriate in each particular case
  - e Notice of Deficiencies. Within thirty (30) days of receipt of the conceptual drawings, the Design Review Committee shall give notice to the Owner of any requirements the Owner must satisfy to obtain the preliminary approval of the Design Review Committee ("Notice of Deficiencies"). If the Design Review Committee issues a Notice of Deficiencies, it shall schedule a preliminary approval conference between the Design Review Committee, the Owner, and the Owner's architect, such conference to occur within forty-five (45) days of receipt of the conceptual drawings by the Design Review Committee. The Notice of Deficiencies shall be placed on file with the conceptual drawings and available for review by Owners.
  - f Preliminary Approval Conference. At the Preliminary Approval Conference, if one is scheduled, the Design Review Committee shall determine whether the Owner has satisfied the Design Review Committee's requirements identified in the Notice of Deficiency and whether to impose any additional or special conditions which address the written comments presented by any Owner or other concerns of the Design Review Committee. Within five (5) business days of the Preliminary Approval Conference, the Design Review Committee shall give notice to the Owner of its approval

or denial of such conceptual drawings, as revised. The Design Review Committee may condition its approval upon specifically identified minor modifications to be made to any final drawings submitted to the Design Review Committee. If the conceptual drawings are approved, the Owner may proceed to submit final drawings to the Design Review Committee. If the conceptual drawings are rejected, the Design Review Committee must set forth the reasons for its decision in its notice.

g Resubmittals. Any Owner whose conceptual drawings are rejected by the Design Review Committee, as described in the previous paragraph, may reinitiate the preliminary approval process at any time. The Design Review Fee shall apply to any resubmitted plans.

iii Final approval. Within sixty (60) days of receiving the Design Review Committee's Notice of Approval of any conceptual drawings, the Owner shall submit to the Design Review Committee two (2) copies of final plans and drawings prepared by the Owner's architect which shall be clearly marked as the final plans or drawings and certified by the Owner's architect as being in compliance with this Amended and Restated Declaration, as amended from time to time, one of which shall be kept by the Design Review Committee in a location selected by the Design Review Committee and available for review by Owners. Within thirty (30) days of such submission, the Design Review Committee shall notify the Owner, in writing, of its approval ("Notice of Final Approval") or denial of such final plans and drawings. Any notice of denial shall include an explanation of the reasons for the denial. All final plans and drawings shall be consistent with the conceptual drawings approved during the preliminary approval process and must comply with the requirements listed below:

a Buildings and structures:

1. Site Plan showing existing and proposed site topography, building, garage, driveway, retaining and garden walls, site utilities including septic well, landscaped areas, pools and other site improvements.

- 2 Building plan showing floor plans for each floor
  - 3 Elevations showing each exposed side of the proposed materials and colors for roofs, house walls, garden walls and fences.
  4. Sections through the structure and property commencing at one boundary and extending to the opposite end of the property, and at least one other section running in a transverse direction.
  5. Sections at appropriate scales showing outdoor landscaped areas, garden walls, fences, and any exterior appurtenant structures.
- b Fences, landscaping, and other improvements:
- 1 Site Plan showing existing and proposed site topography, building, garage, driveway, retaining and garden walls, site utilities including septic well, landscaped areas, pools and other site improvements.
  - 2 Elevations showing each exposed side of the proposed materials and colors for materials to be installed.
  - 3 Sections through the property commencing at one boundary and extending to the opposite end of the property, and at least one other section running in a transverse direction.
  - 4 Sections at appropriate scales showing outdoor landscaped areas, garden walls, and fences, and any exterior appurtenant structures.
- c All final plans and drawings shall be at a scale of 1/8" = 1' - 0" or at such other scale as then required by Teton County.
- d. All construction or alterations:
- 1 Construction management plan summarizing the construction or alteration activities and detailing the construction schedule, including the commencement and duration of each stage of the construction or alteration.
  - 2 Name of the contractor who will perform the construction or alteration.
- iv. Final Approval Fee. The Design Review Committee's Notice of Final Approval shall be conditioned upon payment of a final

design review fee of \$3,000 for a principal residence, \$800 for an accessory building, and \$200 for minor improvements such as fences, screened service yards, landscaping additions or driveway changes. The final approval fee is for any additional architectural consultation required by the Association and for expected wear and tear on common roads in the course of construction. In addition to the non-refundable fee, the Owner shall also be liable to reimburse the Association for any expenses incurred in repairing damage caused to the Fairways Estate's roads or property as a result of the Owner's construction or alteration.

v Commencement of Construction. If the Owner's construction or alteration has not commenced by the date identified in the construction schedule or within any approved extensions, the Notice of Final Approval shall be deemed void and the Owner shall be required to reinitiate the preliminary approval process. The Design Review Committee shall, upon Owner's written request, grant reasonable requests to extend the commencement date and to make related adjustments to the construction schedule.

vi Appeal to Association. An Owner, whose conceptual drawings or final drawings are rejected, may appeal such decision to the Board of Directors of the Association by providing written notice of such appeal to the President of the Board of Directors. This notice of appeal must be mailed to the President by certified mail, return receipt requested, within ten (10) days of the Owner's receipt of such rejection and must specifically identify the decision of the committee which is the subject of the appeal. Within ten (10) days of receiving such notice, the President shall call a special meeting of the Board of Directors in accordance with the Association's bylaws at which the Owner's appeal shall be considered. This special meeting shall be held not more than forty-five (45) days after the date the notice of appeal was mailed to the President. The Owner shall be entitled to attend this special meeting and to explain any disagreement with the committee's decision. The Board shall uphold any decision of the committee which it finds to be a fair application of these terms and conditions of this Amended and Restated Declaration.

- vii. Final Decision. The Association's final decision under this Design Review Procedure shall be final and not subject to any further appeal.

2.4. No Warranty. The Design Review Committee's approval of any plans for construction or alteration does not constitute a warranty, express or implied, of compliance with any applicable building or safety codes or for any other purpose other than the authority for the Owner to commence the proposed construction or alteration. Each Owner is solely responsible for obtaining the approval of all applicable local, state, and federal governing bodies and for ensuring that all construction or alterations satisfy all applicable building codes.

### ARTICLE III

#### CONSTRUCTION AND ALTERATION REQUIREMENTS

3.1. General Considerations. The Property is unusually attractive and valuable as a place of residence due, in part, to the mountain views, wildlife, and surrounding landscape. In approving plans, the Association shall act to preserve the mountain views of each lot (especially the view of the Grand Teton), protect the wildlife, and ensure that the Property blends in with the surrounding landscape

3.2. Compliance. All buildings, structures, fences, landscaping or other improvements shall be constructed, altered, and maintained in compliance with the provisions and intent of this Amended and Restated Declaration.

3.3. Views. All buildings, structures, fences, landscaping or other improvements shall be constructed and maintained to minimize the negative impact on the mountain views of other lots, especially the view of the Grand Teton. Maintenance of privacy is also a legitimate concern to be taken into consideration.

3.4. Completion of Construction. The construction or alteration of any buildings, structures, fences, landscaping or other improvements shall be completed within two (2) years after the commencement of construction, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities.

3.5. Disposal of Construction Materials. All excess construction materials and debris shall be properly disposed away from the Property. No construction materials or debris of any type or volume may be buried on any lot.

3.6. Setback Standard. Since the establishment of standard inflexible building setback lines for location of houses on lots tends to force construction of houses both directly behind and directly to the side of other homes with detrimental effects on privacy, the view of the mountains (especially the view of the Grand Teton), preservation of important trees, etc., no specific setback lines are established by these covenants other than those called for in applicable county regulations. Each individual case will be judged by the Design Review Committee on its location with respect to the compatibility to site, orientation to the natural environment and view, and proximity to neighboring structures. The foregoing considerations shall be taken into account by the Design Review Committee in exercising its discretion to approve or disapprove a site location.

3.7. Buildings and Structures. No building or structure on any lot may have a ridge line in excess of eighteen feet (18') in height measured at any cross section of the building from the original grade to the highest point of the building, not including chimneys or other minor projections. Except as provided in this paragraph, no buildings or structures shall be erected or maintained on any lot other than one (1) detached single-family dwelling (the "principal residence"). In addition to a principal residence, each lot may contain an accessory building for use as a detached private garage, caretakers' residence, or guest house provided that such building, its appurtenances and uses, does not overcrowd the lot or affect views of other Owners. An accessory building shall not exceed One Thousand (1,000) square feet of enclosed dwelling area. Such accessory building may not be constructed prior to the construction of the Owner's single-family dwelling.

3.8. Residence Size. Every principal residence constructed on any lot shall have not less than Three Thousand Five Hundred (3,500) square feet of enclosed dwelling area. Any property proposing more than Four Thousand Five Hundred (4,500) square feet of enclosed dwelling area will be subject to special review to be certain that it is not blocking views of other Owners (especially the view of the Grand Teton). The term "enclosed dwelling area" as used herein shall mean the total enclosed area within a dwelling, excluding basements, garages, terraces, decks, open porches and like areas. The term does include, however, an enclosed porch if the roof of such porch forms an integral part of the roof line of the dwelling.

3.9. Exterior Design Requirements. The exterior portions of the construction or alteration of any buildings, structures, fences, landscaping or other improvements shall be consistent with the surrounding landscape, natural beauty, and architecture of the area, as well as with other improvements located within Fairways Estates. Natural construction materials are preferred, but manufactured construction materials may be utilized so long as they have the appearance of natural construction materials. Log Cabins are not permitted, nor shall chinking be visible on any structure.

3.10. Roofs. The roof material, color and shape are important to the view from other homesites. Therefore, roofs shall be surfaced with wood shakes or shingles, or other approved materials. The minimum slope for such roofs shall be 2 to 12, and the maximum 8 to 12. The roof finish shall provide minimum reflectivity. Roof color shall have a value within the medium and dark range, and subject to design review and approval. Earth colors are encouraged for roofs. Projections on the roof such as chimneys, pipe vents, stacks, etc. shall be subject to design review and approval and shall be designed in such a way as to blend in with the roof.

3.11. Foundation Walls and Underhouse Construction. To provide for a blending of the developed homesites with the natural landscape, all retaining walls, garden walls, exposed foundations or other underhouse walls are encouraged to be of rock. Concrete or other materials will be considered, provided that the architectural concepts are subject to design review and approval. The underhouse construction shall be treated as an integral part of the architectural expressions and the concept, color and use of materials shall be subject to review.

3.12. Building Walls. Building walls shall be of minimum reflectivity and natural earth colors are encouraged. Color and treatment of all exterior building walls are subject to design and review and approval.

3.13. Screened Service Yard. If an Owner chooses to build a screened service yard in order to conduct activities otherwise forbidden under Section 4.10, then the screened service yard must be enclosed with a fence which is no higher than necessary to shield from sight the items, vehicles or activities in the service yard, but in no case higher than six feet six inches (6'6").

3.14. Fences. Except as provided in Section 3.13, all fences shall be of the buck and rail style or of a similar alternative approved by the Association and shall

be designed as an integral part of the architecture. All fence rails and gates shall be forty-eight inches (48") in height or less with bucks that are fifty two inches (52") in height or less.

3.15. Landscaping. A variety of plant materials, lawn areas and other outdoor improvements are encouraged. The planted areas may be irrigated and such irrigation shall be designed to confine the fall of any water to only the planted site area. Principal plant materials shall be approved by the Design Review Committee. The use of non-native plant material is discouraged. The landscape plan shall indicate the height of trees and shall be subject to design review and approval.

3.16. Exterior Lighting. Exterior lighting shall be in accordance with Teton County residential standards as they may be amended from time to time; i.e. it may be necessary for Owners to change lighting to comply with subsequent amendments in the Teton County building code. In any event, exterior lighting shall not be directly visible from neighboring properties and shall be arranged so as to reflect the light away from neighboring properties.

3.17. Fill Material. Any fill material imported to the site shall be free of organic matter or planted material. The edges of any exposed fill material shall be treated in such a manner that it is indistinguishable from adjacent common areas.

3.18. Drainage. Site development shall provide for proper drainage using natural channels whenever possible. Any drainage structures associated with the construction of an individual homesite and excluding driveway shall be confined within the general areas of the homesite. Drainage transitions shall be provided in such a manner so as to prevent erosion of neighboring areas and to blend with these adjacent common features.

3.19. Minimum Grading. The grading of building pads shall be confined to the minimum amount necessary to provide for the architectural concepts. Step pads or building pads which conform to the topography of the homesites are encouraged. Grading shall be subject to review for conformance to the natural topography of the site.

## ARTICLE IV

### LOT MAINTENANCE AND USE

4.1. Maintenance. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such Owner's lot(s) which shall tend to substantially decrease the beauty of the Property as a whole or any specific area thereof.

4.2. Private Residence Purpose. All lots, except vacant lots and Lot 40, shall be used primarily for private, single-family residential purposes. All vacant lots shall remain vacant until the Owner's proposed construction or alteration has been approved in writing by the Association. Lot 40 shall be used only for such nonresidential and non-commercial purposes as may be approved by the Association, provided that the Association does not attempt to divest itself of any right, title, or interest in the lot.

4.3. Prohibited Uses. No business or profession of any nature shall be conducted on any lot, except those professional activities conducted primarily by Internet or other remote means, or cultural activities, such as painting, sculpturing, writing, music, art and craft work, and similar cultural activities in which customers, clients, employees or suppliers come to the premises in minimal numbers (e.g. three or four times a week for all categories) and in which deliveries of any kind to or from the lot are limited to mail and small packages. Nor shall any building or structure be used for the following purposes: apartment house, hotel, duplex house, flat building, lodging house, rooming house, church, school, meeting hall, hospital or sanitarium.

4.4. Accessory Building Uses. The accessory building may be used as a detached private garage, caretakers' residence, or guest house. Such accessory building may not be rented or leased except as part of the entire lot. No accessory building may be built upon any lot upon which no principal residence exists.

4.5. Guest Suites. A guest suite or like facility may be included as part of the primary residence or as an accessory building, provided that such use does not overcrowd the lot. Such suite may not be rented or leased except as part of the entire lot. No guest suite may be built upon any lot upon which no principal residence exists.

4.6. Restrictions on Rentals. An Owner may lease an entire lot upon which a primary residence is located for residential purposes for periods not less than six (6) months. The lease of any lot upon which no private, single family residence exists is prohibited for any purpose. All Owners shall take all steps reasonably necessary to ensure that their tenants, occupants, or renters agree to fully comply and do comply with all the restrictions, conditions, covenants or agreements herein contained. The Association reserves all rights to enforce the restrictions, conditions, covenants or agreements herein contained directly against such tenant, occupant, or renter. Nothing in this provision shall relieve the Owner of such lot from the obligation to fully comply with the restrictions, conditions, covenants or agreements herein contained.

4.7. Livestock and Pets. No cattle, sheep, horses, goats, pigs, rabbits, poultry or other livestock of any description shall be kept or maintained on any part of said Property, with the exception of dogs, cats or other animals which are bona fide household pets. The right to keep household pets shall be conditioned upon the fact that said animals do not make objectionable noises or otherwise constitute a nuisance or inconvenience to any of the other residents of the Property

4.8. Offensive Activities. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any animals, plants, device, or thing of any sort, the activities or existence of which is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of any of the other residents of the Property.

4.9. Temporary Structures. No structure of a temporary character shall be placed upon any lot at any time; PROVIDED, HOWEVER, that this prohibition shall not apply to shelters used by a contractor during the construction of the main dwelling house or structure, it being clearly understood that such temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction.

4.10. Miscellaneous Prohibited Uses. No clothes, sheets, blankets or other articles shall be hung out to dry on any part of said Property, and no trailers, boats, snow machines, vehicles, recreational vehicles, campers or any other similar equipment, shall be stored on any part of said Property, except as provided in Section 3.13 or unless enclosed in a garage or other approved enclosure. This provision shall not be construed to prevent the temporary parking of recreational

vehicles, campers or other similar equipment for periods not to exceed four (4) days. No tents, tree houses or other similar outbuildings or structures shall be placed on any lot at any time, either temporarily or permanently; PROVIDED, HOWEVER, that temporary tents may be allowed for family social occasions (e.g. weddings) or similar events, provided that they not remain standing for more than three days without the permission of the Association. All aerial masts, radio and television antennae are prohibited.

4.11. Signs. No signs of any character shall be placed or maintained on any lot except for a sign identifying the Owner or occupant of a lot which shall not exceed three (3) square feet.

4.12. Sewage. Prior to the occupancy of any residence on any lot, suitable provisions shall be made for the disposal of sewage by installation of an acceptable septic system. No sewage shall be emptied or discharged into any drain field, pond, creek, marsh or river. A sewage disposal system shall be permitted on any lot provided such system is designed, located, constructed and maintained in accordance with the requirements, standards and recommendations of the appropriate public health authorities. Approval of such system shall be obtained from the public health authority as provided by law and regulation. In the event a public sewage system is approved by the Owners of a majority of the lots in the Property, then all lots upon which a single family dwelling is located shall abandon the private septic system and shall connect to the public system within a reasonable period of time, not to exceed twelve (12) months from the date the public system is available for use.

4.13. Wells. Each Owner may drill or maintain a single water well per lot for non-domestic purposes, provided that such lot continues to obtain all domestic water from the Gros Ventre Utility Company, its agents, successors or assigns. This provision shall not prohibit an Owner from drilling or maintaining a private water well for domestic purposes in the event the Gros Ventre Utility Company, its agents, successors or assigns fails to deliver potable water to such owner.

4.14. Utilities. All electric, television, radio, telephone, sewer, water, and all other utility installations and connections from each Owner's property lines to the residence or structures located on the lot shall be placed under the ground.

4.15. Utility Easements. The Association has succeeded to the right of the original declarant with respect to utility easements and holds unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on,

over and under the ground contained in the Fairways Estates to install, maintain and use underground electric, and underground telephone communications and cables, conduits, water and sewer mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, water or other public convenience or utilities on, in or over an area fifteen feet (15') in width along the rear and one side of each lot in the Fairways Estates, except that where the rear or side lot abuts the rear or side of another lot in the Fairways Estates, such easement shall be seven and one-half feet (7 ½') in width on each such lot or a total of fifteen feet (15') in width for both abutting lots. The declarant may cut drain ways for surface water wherever and whenever such action may appear to the declarant to be necessary in order to maintain reasonable standards of health, safety and appearance. The foregoing easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Association further reserves the right to grant easements to any public utility for the location of water wells, pumping stations and tanks within residential areas, on any walkway, or any residential lot designated for such use on the Plat, or to locate the same upon any lot with the permission of the Owner of such lot. The foregoing rights may be exercised by any licensee of the declarant, but this reservation shall not be considered an obligation of the Association to provide or maintain any such utility or service.

4.16. Roads. State and local laws apply on all common roads on the Property. However, it is recognized by the Owners that the Association undertakes no responsibility to enforce such laws. All Owners shall indemnify, defend, and hold the Association harmless from any claims, demands, or lawsuits arising from injuries sustained by themselves, their tenant(s), guest(s), licensee(s), and invitee(s) on the Property or related to the design, maintenance, or use of the common roads on the Property. All Owners agree to promptly notify the Association of any condition of any roads on the Property which the Owner deems unsafe or in need of repair.

4.17. Rights-of-Way. The rights-of-way on Huckleberry Drive (formerly Chokecherry Drive) and Buckwheat Circle are sixty feet (60') wide. No buildings, structures, fences, landscaping or other improvements shall be constructed, altered, or allowed to exist in any right-of-way or easement identified on the Plat, except for such landscaping which does not interfere with the right-of-way or easement and is approved by the Association.

4.18. Damage to Property. Any Owner who causes damage to any road or other property of the Association or to any utilities located on the Fairways Estates, or whose tenant(s), guest(s) licensee(s), or invitee(s) causes such damage, shall be liable to the Association for any costs and expenses incurred by the Association in repairing such damages, plus an additional ten percent (10%) service charge, reasonable attorney's fees and expenses, all of which shall become a Limited Assessment as described in Section 5.4.

4.19. Temporary Parking in Rights-of-Way. No Owner shall park, or allow any tenant(s), guest(s), licensee(s), or invitee(s) to park any trailers, boats, snow machines, vehicles, recreational vehicles, campers or any other similar equipment on any roads or rights-of-way on the Property. However, nothing in this paragraph shall prohibit the temporary parking of vehicles in the rights-of-way on the Property to accommodate special social events, although as a matter of courtesy, adjacent landowners should be provided advance notice of such events if more than eight (8) cars are likely to be on the roadway. If necessary, the rights-of-way on the Property may be used for the temporary parking of vehicles necessary to provide services or materials to any lot.

4.20. Television. Declarant caused a broadband cable to be buried for the use of Owners to a terminal box at each lot line. Any Owner desiring television or other broadband service shall subscribe to the service provided by Bresnan Communications, its successors or assigns, and shall pay such charges for such service and hook-up fees as are then being charged by such company. Any Owner wishing to also have satellite or similar service in addition to the prescribed broadband service may do so, provided that the reception equipment on the outside of the Owner's house is small in size and not offensively visible from neighboring lots or the road (e.g. small dish as opposed to an antenna which is forbidden).

4.21. Fuel Tanks. No fuel tanks or similar storage receptacles may be exposed to view. Such receptacles may be installed only within the main dwelling house, within the accessory building, within the screened area described in Section 3 13 herein, or buried underground. Coal, butane, propane and L.P. gas shall not be used as fuel or stored on the lots except for domestic purposes. Firewood stored outside such storage receptacles shall be neatly stacked, not excessive in size for immediate contemplated use and kept free of excessive debris.

4.22. Garbage. Each Owner shall provide receptacles for garbage in a screened service area or garage not generally visible from the road or provide underground garbage receptacles or similar facilities in accordance with reasonable

standards established by the Association. No rubbish, debris, ashes, construction materials, or trash of any kind shall be placed, buried, or permitted to accumulate on any lot. The Property is one where wild animals abound; and each Owner, in addition to following all legal requirements, should use good sense in determining when to put out and take in receptacles.

4.23. Destruction of Improvements. In the event any structure is destroyed either wholly or partially by fire or other casualty, such structure shall be promptly rebuilt or remodeled to conform to the covenants contained herein, or all remaining portions of the structure, including foundations, and all debris, shall be promptly removed from the property.

4.24. Automobile Parking. All parking shall be confined within garages or other areas not visible from common areas or other principal residences, provided, however, that cars of guests may be visible for periods not to exceed one week. There shall be a minimum of four (4) and a maximum of six (6) spaces for automobiles with at least two (2) spaces covered. Covered parking shall be architecturally integrated with total site development. .

4.25. Feeding Wildlife Prohibited. The Owners recognize that the feeding of wildlife is detrimental and is therefore prohibited. In addition, each Owner shall take all reasonable and necessary precautions to prevent any domestic pet food, garbage, and refuse from attracting wildlife to the Property.

4.26. Control of Underbrush and Weeds. Each Owner shall take all steps reasonably necessary to control the growth and spread of underbrush, weeds, or other unsightly growth on any lot owned by such Owner. Specifically, such Owner shall eliminate noxious weeds as defined by Teton County and use sprays or other treatments recommended by Teton County.

4.27. Trees. No large trees measuring six inches (6") or more in diameter at ground level may be removed without the written approval of the Association, unless located within ten feet (10') of the approved site for such building or unless such removal is necessary to preserve the views from any lot.

4.28. Control of Subsequent Growth of Landscaping. If views of the Grand Teton are lost because of the growth of landscaping, the Owner of the landscaping and the affected Owner will make a good faith effort to work together to preserve both views and protective landscaping that creates privacy. If possible, and acting voluntarily, they will devise a plan that meets the needs of both parties and

provides for an equitable sharing of expense; otherwise the parties will participate in binding arbitration at their own expense. The Association shall not participate, or be forced to participate, in such a proceeding.

## ARTICLE V

### ASSESSMENTS

5.1. Creation of Lien and Personal Obligation of Assessments. Each Owner of any lot shall pay the Association: (1) Regular Assessments; (2) Special Assessments; and (3) Limited Assessments; such assessments to be fixed, established, and collected from time to time by the Association. The Regular, Special, and Limited Assessments, together with such interest thereon and costs of collection, including reasonable attorney's fees, as hereinafter provided, shall be a charge on the land and a continuing lien upon the lot against which each such assessment is made. These assessments shall also be the joint and several personal obligation of each person who was an Owner of such lot at the time when such assessment was due.

5.2. Regular Assessment. The Association shall levy Regular Assessments against each lot to defray any and all expenses of the Association, including but not limited to administration costs and the maintenance, repair, upkeep and snow removal of any roads or other property of Fairways Estates. Regular Assessments shall be payable annually and are due by February 1 of each year (Example: Regular Assessments for 2009 are due and payable by February 1, 2009). The Association shall establish the Regular Assessment for the following year at each annual meeting based upon the budget adopted by the Association. No Regular Assessment may be increased more than ten percent (10%) above the previous Regular Assessment. The Regular Assessment due and payable on February 1, 2009 shall be One Thousand Dollars (\$1,000.00) per lot.

5.3. Special Assessments. The Association may levy Special Assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or unexpected repair or replacement of any road or other property of Fairways Estates. The Association may also levy Special Assessments in the event the Association determines that its budget is, or will become, inadequate to meet all expenses for any reason, including nonpayment of any Owner's assessments. In the event and to the extent a Special Assessment is levied because of nonpayment of any Owner's assessments, any

delinquent assessments later recovered, less any costs of collection, shall be rebated pro-rata to any Owner who paid such Special Assessment.

5.4. Limited Assessments. The Association may levy Limited Assessments against any Owner for any costs incurred by the Association in taking any Summary Enforcement action pursuant to Section 6.2 or in repairing any damage pursuant to Section 4.18. The Association shall send an itemized invoice of the work performed to the responsible Owner, along with any attorney's fees and other costs incurred by the Association in exercising its rights under Section 6.2 or 4.18. Such invoice shall constitute a Limited Assessment by the Association, due and payable within thirty (30) days of notice thereof to the responsible Owner or at such time and upon such terms as are agreed to in writing by the Association and the responsible Owner.

5.5. Uniform Rate of Assessment. Regular and Special Assessments must be fixed at a uniform rate for all lots. Special Assessments may be prorated over the number of months remaining in the calendar year in which such assessment is made.

5.6. Maintenance Fund. All assessment charges collected shall be properly deposited in a commercial bank account in a bank to be selected by the Association, which account shall be clearly designated as "FAIRWAYS ESTATES AT JACKSON HOLE HOMEOWNERS ASSOCIATION." The Association shall have control of said account, and shall be responsible to the Owners for the maintenance of accurate records thereof at all times.

5.7. Enforcement. The Owners shall be deemed to covenant and agree to pay the assessments provided for in this Declaration, and further agree to the enforcement of such assessments in the manner provided for in this Amended and Restated Declaration.

5.8. Delinquency. Any assessment provided for in this Declaration which is not paid when due shall become delinquent on the date on which such assessment is due (the "date of delinquency"). A late charge of Fifty Dollars (\$50.00) per each delinquent assessment shall be payable with respect to each assessment not paid within fifteen (15) days after the date of delinquency. Assessments not paid within thirty (30) days after the date of delinquency shall thereafter bear interest at the rate of ten percent (10%) per annum from the date of delinquency, and the Association, its attorney or other authorized representative may, at its option, at any time after such thirty (30) day period, and in addition to

any other remedies herein or by law or in equity provided, enforce the obligation to pay assessments in any manner provided by law or in equity. In addition, the Association shall also be entitled to recover the costs and expenses incurred in collecting any delinquent assessment, including reasonable attorney's fees.

5.9. Enforcement by Suit. The Association may cause a suit at law to be commenced and maintained in the name of the Association against any Owner personally obligated to pay assessments for such delinquent assessments. Any judgment rendered in any such action shall include the amount of the delinquency, together with the interest, late charges, and costs and expenses including reasonable attorney's fees. Suit to recover a money judgment for unpaid assessments may be maintained by the Association without foreclosing or waiving the lien hereinafter provided for.

5.10. Enforcement of Lien. The Association may record in the office of the County Recorder of Teton County a notice of assessment with respect to the lot as to which assessments are delinquent. The notice of assessment shall identify the legal description of the lot with respect to which it is recorded and shall set forth all assessments which have become delinquent as of the date of recordation thereof, together with the interest, late charges, and costs and expenses including reasonable attorney's fees. Such notice of assessment shall be signed by an officer of the Association and shall be deposited in the United States mail, postage and fees prepaid, addressed to each of the Owners of subject lot(s). The lien created by this notice of assessment may be enforced by a judicial foreclosure action or by power of sale in accordance with Wyoming statutes applicable to the exercise of power of sale in mortgages. The Association, or its duly authorized representative acting on behalf of the Association, shall have the power to bid on and purchase the lot at foreclosure sale and hold, use, lease, encumber and convey the same.

5.11. Curing of Default. Upon the timely payment or other satisfaction of all delinquent assessments together with the interest, late charges, and costs and expenses including reasonable attorney's fees, the Association shall cause to be recorded a further notice stating the satisfaction and release of the lien created by the notice of assessment. A fee in the amount of Fifty Dollars (\$50.00) covering the cost of preparation and recordation of the notice of release and satisfaction shall be paid to the Association prior to execution and recordation of such notice of release and satisfaction by the Association. The notice of release and satisfaction of the lien created by the notice of assessment shall be executed by any officer of the Association or by any authorized representative of the Association.

## ARTICLE VI

### MISCELLANEOUS

6.1. Enforcement. The provisions of this Amended and Restated Declaration shall be enforced by the Association or a committee established for that purpose by the Association's Board of Directors. Such enforcement may be made, subsequent to notice and a reasonable opportunity to cure, pursuant to Section 6.2 or by taking legal action against the Owner of the lot. Any Owner who violates the restrictions, conditions, covenants or agreements herein contained shall pay all reasonable attorney's fees and costs incurred by the Association, or the committee formed by the Association, in enforcing such matters. Those attorney's fees and costs shall constitute a lien against the lot(s) owned by any such Owner which may be enforced pursuant to Section 5.10.

6.2. Summary Enforcement. In the event of violation or breach of any said restrictions, conditions, covenants or agreements herein contained, the Association, as may be reasonably necessary, shall also have the right, subsequent to notice and a reasonable opportunity to cure, to enter upon the lot or lots on which, or as to which, such violation or breach exists, and summarily abate or remove, at the expense of the Owner thereof, any structure, thing or condition that may exist therein contrary to the intent and meaning thereof, and the Association shall not be deemed guilty of any manner of trespass for or by reason of such entry, abatement or removal, provided however that the Association shall take no action against any construction or landscaping except as authorized following legal action against the Owner. For example, the Association, or its agents, may enter upon any lot with such personnel and equipment as may be reasonably necessary to spray, mow, remove, clear, cut or prune underbrush, weeds or other unsightly growth which, in the opinion of the Association, detracts from the overall beauty, setting and safety of the Fairways Estates. Likewise, the Association, and its agents, may enter upon any lot to remove any trash which has collected on such lot. Unless otherwise agreed by the Association and the responsible Owner, all such action shall be performed by the Association, or a contractor selected by the Association. The provisions in this paragraph shall not be construed as an obligation on the part of the Association to spray, mow, clear, cut or prune any lot nor to provide garbage or trash removal services. The costs and expenses incurred by the Association to perform any of these services, plus an additional ten percent (10%) service charge, reasonable attorney's fees and expenses, shall become a Limited Assessment as described in Section 5.4.

6.3. Revocation of Voting Rights. Any Owner who is delinquent on any assessment or who has failed to cure any violation of this Restated and Amended Declaration within the time allowed in any notice issued by the Association shall, in addition to whatever other sanctions might apply, lose the right to vote in the Association. Nor shall the lot(s) owned by such Owner be counted for purposes of determining whether a quorum exists at any meeting of the Owners.

6.4. Waiver. No delay or omission on the part of the Association in exercising any right, power or remedy herein provided for in the event of any breach of any of the provisions, conditions, restrictions and covenants herein contained, shall be construed as a waiver thereof or an acquiescence therein. No right of action shall accrue nor shall any action be brought or maintained for or on account of the failure of any such persons to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing herein provisions, conditions, restrictions or covenants which may be unenforceable.

6.5. Term; Amendment. All of the provisions, restrictions, conditions and agreements set forth in this Amended and Restated Declaration shall affect each and all of the lots within Fairways Estates and shall run with the land, and shall exist until terminated, modified or amended as to the whole of this Property or any portion thereof, with the written consent of the Owners of eighty percent (80%) of the lots of Fairways Estates.

6.6. Variations. The Association, acting by majority vote of its Board of Directors, may allow reasonable variances and adjustments of the within conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained herein, provided this may be done in conformity with the intent and purposes hereof and also provided in every instance that such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood.

Any variances or adjustments of these conditions and restrictions granted by the Association, 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.

Otherwise, the Association shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of, or enforce the

observance of these covenants and restrictions in addition to the ordinary legal action for damages.

6.7. Validity. In the event that any one or more of the provisions, conditions, restrictions and covenants, or any part thereof, herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, conditions, restrictions and covenants herein set forth shall be continued unimpaired and in full force and effect.

6.8. Notices. All notices required hereby shall be deemed given when sent by certified mail, return receipt requested to the address given by each Owner to the Association for such purposes. If mail is returned to the Association, notice shall be resent to the lot Owner at the address reported by the Teton County Assessor for such Owner, but no time periods will be affected thereby. Notwithstanding the foregoing, any notice required by this Amended and Restated Declaration shall be deemed effective and given when e-mailed to an e-mail address supplied by the Owner to the Association for this purpose. All notices to the Association shall be sent to:

President of the Board of Directors  
The Fairways Estates at Jackson Hole  
430 E. Buckwheat Circle  
Jackson, WY 83001

6.9 Submission to Owners. This Amended and Restated Declaration was submitted to the Owners on or around June 9, 2008.

**END OF DOCUMENT**

**Secretary's Certificate  
Adoption of Amended and Restated Declaration**

The undersigned Secretary of the **FAIRWAYS ESTATES AT JACKSON HOLE HOMEOWNERS ASSOCIATION**, a Wyoming nonprofit corporation, hereby certifies as follows

- 1 I am the Secretary of said Association and am duly acting as such.
- 2 The Association manages the affairs of the Fairways Estates at Jackson Hole

which is more particularly described as:

The Fairways Estates at Jackson Hole, Teton County, Wyoming, as shown on the Plat filed November 13, 1979, as Plat No. 393 in Book 1 of Maps, page 15 (the "Plat"), including all lots shown thereon (the "Property" or "Fairways Estates").

- 3 The *Amended and Restated Declaration of Protective Covenants for the Fairways Estates at Jackson Hole* attached hereto replaces in its entirety the prior declarations and any previous amendments, including the following:

- a *The Declaration of Protective Covenants for the Fairways Estates at Jackson Hole* dated October 1, 1979 and recorded in the office of the Teton County Clerk as Document No. 205079 on November 13, 1979 in Book 93 of Photo, Pages 534 to 545;
- b *Amendment to Declaration of Protective Covenants* recorded as Document No. 382380 on September 8, 1994, in Book 295 of Photo, Pages 291 to 325; and
- c *Amendment to Declaration of Protective Covenants* recorded as Document No. 0409627 on December 29, 1995, in Book 314 of Photo, Pages 767 to 769.

- 4 The recordation of the attached declaration has been duly authorized by the requisite number of record owners of the subject property.

