



DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR FALCON SPRINGS RANCH

This Declaration of Covenants, Conditions, and Restrictions regulating and controlling the use and development of real property, made effective this 28th day of July, 1999 by Stephen R. Duerr owner, a married man regarding his separate property.

1. Purpose. Declarant is the owner of certain real property located in Teton County, Wyoming, which property is more particularly described as Exhibit "A" attached hereto and made a part hereof, and which is hereinafter referred to as the "property". The property contains significant wildlife habitat and natural values, and is located in the Natural Resources overlay district of the Teton County Comprehensive Plan. Declarants are adopting the following Covenants, Conditions, and Restrictions reasonably to assist in preserving the habitat and natural values on the property for the benefit of all owners of the property or any part thereof.

2. Declaration. Declarant hereby declares that the property described in Exhibit "A" attached hereto, and any part thereof, shall be owned, sold, conveyed, encumbered, leased, used, occupied, and developed subject to the following Covenants, Conditions, and Restrictions, which are sometimes referred to hereafter as the "Covenants". The Covenants shall run with the property and any lot thereof, and shall be binding upon all parties having or acquiring any legal or equitable interest in or title to the property or any part thereof, and shall inure to the benefit of every owner of any part of the property.

3. Development and Restrictions. All development and use shall conform to the following requirements:

A. Provisions in Addition to County Land Use Regulations. Conformity with any and all applicable land use regulations of Teton County shall be required, in addition to the requirements of these covenants. In case of any conflict, the more stringent requirements shall govern.

B. Pets. No livestock or pets shall be kept or maintained on any lot except as provided herein. Any animals or livestock permitted to be kept on a lot shall be reasonably fenced or restrained so that they do not cause a nuisance to neighboring lot owners, and so that the presence or activity of any such pets or livestock does not harass or endanger wildlife. Cats or other domestic animals which are normally kept and maintained indoors shall be permitted on any lot. Not more than four (4) dogs may be kept on any lot, provided, however, that a litter of puppies born to a dog owned by a lot owner may be kept or maintained upon any lot for a period not to exceed four (4) months, provided that said puppies are maintained and restrained in accordance with the provisions of these Covenants. The Board agrees that this restriction will be varied should a lot owner use the property as a kennel facility, consistent with any applicable County Regulations. If any dog or dogs are caught or identified chasing or otherwise harassing livestock, wildlife, or people, the Board shall have the authority to have such animal or animal impounded at any available location, and shall assess a penalty against the owner of such animal or animals of not more than Fifty Dollars (\$50.00) plus all costs of impoundment. If any such animal or animals are caught or identified chasing or harassing wildlife, livestock, or people on a second occasion, the Board shall have the authority to have such animal or animals impounded or destroyed, the determination of disposition being in the sole discretion of the Board. In the event that such animal or animals are not destroyed, the Board shall assess a penalty of not more than One-hundred Dollars (\$100.00) per animal, plus costs of impoundment. If any such animal or animals are caught or identified chasing or harassing wildlife, livestock, or people on a third or subsequent occasion, such

animal or animals shall be either destroyed or permanently removed from the property. No owner of any animal or animals impounded or destroyed for chasing or harassing livestock, wildlife, or people shall have the right of action against the Board or any member thereof, for the impoundment or destruction of any such animals or animals.

C. Habitat and Wildlife Protection. It is recognized by the Declarant and the purchasers or owners of any lot within the property, that many wildlife species live on or migrate through the property during various times of year. The following limitations on use and development are intended, in addition to all the other requirements of these covenants, to reasonably assist in preserving and maintaining the existing wildlife habitat on the property and to reasonably assist in mitigating the adverse effect of development on wildlife habitat:

1. 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 envelope for the purposes of constructing authorized fences, structures, or roads thereon;

2. Dogs and other domestic animals shall be reasonably fenced or restrained at all times, and shall not be allowed to run at large on any portion of any lot, except within a fenced or improved area;

3. No hunting or shooting of guns shall be allowed on any lot, except: a) that archery hunting is permitted subject to all applicable regulations; and b) that guns may be fired for target purposes at the base of the cliff that is contiguous with Jim Johnston's Bucket Springs lot, with discharge of guns to occur only into the cliff slope, and only during the period from August 15th to October 31st, to avoid impact on wildlife. Individual animals causing damages, such as skunks, beaver damming irrigation ditches or porcupines girdling trees may be controlled.

4. No intentional artificial feeding of moose, elk, deer and/or waterfowl shall be allowed on any lot. Feed stores, haystacks, etc. shall be enclosed by panels as provided by the Wyoming Game & Fish. Other possible feed, garbage containers and pet food, shall be stored in a manner that reasonably, excludes wildlife access.

5. No non-native animal species shall be released to roam at large on any lot without strict compliance with all applicable regulations.

6. Maintenance and grazing of livestock shall avoid overgrazing, shall occur with care concerning maintenance of wildlife habitat, and shall be in compliance with specifications in the Open Space Easement executed by Owner and recorded as Document No. ~~0495293~~.

7. Human activity below the bench on the west facing slopes shall be prohibited during the peregrine falcon nesting period, March 15 - August 15, so long as the nest to the south of the property about 950' is in active use by nesting or fledging peregrine falcons. During the same period no construction activity shall occur in the area designated on Exhibit A as Lot #2, building envelope #1, if the same peregrine falcon nest is in use by nesting or fledging peregrine falcons.

8. The areas designated on BIOTA's EA as critical deer, moose or elk winter range shall be closed to human activity, including snowmobiles, from November 1 to April 1, except as permitted in the referenced Open Space Easement.

9. Non-native plants, and plants not on the county approved landscape species list shall not be planted on the property.

D. **Control of Noxious Weeds.** Lot owner shall take all actions reasonably appropriate to assist in controlling noxious weeds as defined by the Teton County Weed and Pest Control Board and/or the Board. Because the timing for effective control of noxious weeds is very critical, if a lot owner fails to reasonably respond to a written request for weed control from the Board, 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 reasonably 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 reasonable costs incurred by the Board.

4. **Violation Enforcement.** Limitations and requirements of the land use and development set forth in these covenants shall be enforceable by any owner of the property, or by the Board of County Commissioners of Teton County, Wyoming. Every owner of a lot within the property consents to the entry of an injunction against him or her or his or her tenants or guests, to terminate or restrain any violation of these covenants. Any lot owner who uses or allows his or her lot to be used or developed in violation of these Covenants further agrees to pay all costs incurred by the Board or the Declarants or other lot owner in enforcing these Covenants, including reasonable attorney's fees.

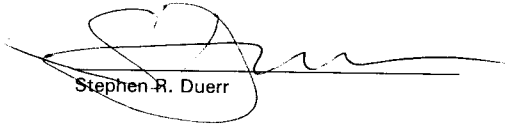
5. **Amendment-Variance.** These Covenants may be amended with the written consent of all of the lot owners of the property, and the written consent of the Board of County Commissioners of Teton County, Wyoming. A variance from the requirements hereof may be allowed with the consent of all of the owners of the property and the approval of the Board of County Commissioners of Teton County, Wyoming.

6. **Duration of Covenants.** All of the Covenants, Conditions, and Restrictions set forth herein shall continue and remain in full force and effect at all times against the property and the owners and purchasers of any portion thereof, subject to the right of amendment as set forth in paragraph 3(B) and 5 hereof. If required by law, these Covenants shall be deemed to remain in full force and effect for twenty (20) year periods, and shall be automatically renewed for additional consecutive twenty (20) year periods unless all of the lot owners of the property subject to these Covenants otherwise agree in writing.

7. **Severability.** Any decision by a court of competent jurisdiction invalidating any part or paragraph of these Covenants shall be limited to the part or paragraph affected by the decision of the court, and the remaining paragraphs and the Covenants, Conditions, and Restrictions therein shall remain in full force and effect.

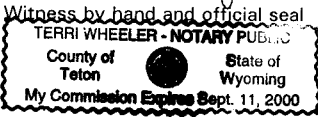
8. **Acceptance of Covenants.** Every owner or purchaser of a lot within the property shall be bound by and subject to all of the provisions of this Declaration, and every lot owner or purchaser through his or her purchase or ownership expressly accepts and consents to the operation and enforcement of all of the provisions of this Declaration.

IN WITNESS WHEREOF, Declarant has executed this Declaration effective the 27th day of July, 1999.


Stephen R. Duerr

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Stephen R. Duerr this 27th day of July, 1999.





Notary Public

My Commission Expires: 9/11/2000