

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

FIGHTING BEAR CREEK RANCH SUBDIVISION

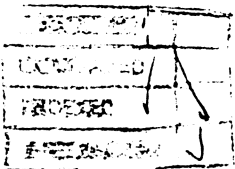
This is a Declaration of Covenants, Conditions and Restrictions regulating and controlling the use and development of real property, made effective this 8th day of July 1980, by Peter Hunt Wright-Clark Declarant.

1. Purpose. Declarant is the owner of certain real property located in Teton County, Wyoming, which property is more particularly described in 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 is of high scenic and natural value, and Declarant is adopting the following covenants, conditions and restrictions to preserve and maintain the natural character and value of the property for the benefit of all of the 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, and shall inure to the benefit of every owner of any part of the property.

3. Definitions. The following terms and phrases used in these covenants shall be defined as follows:

- a) "Common Road" shall mean the private roadway within the property which provides access to individual lot lines.
- b) "Common Services" shall mean the roadway maintenance and snow removal services, and the utility line maintenance or repair services for the Common Road and the utility lines located in the rights of way of such roads or across the said property.
- c) "Design Committee" shall mean the committee responsible for the administration and enforcement of these covenants, as created in paragraph 6 hereof.
- d) "Development" shall mean any alteration of the natural land surface, and all buildings, structures,



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 by *Ann Reck* V. Jolynn Coonce
 Dep. County Clerk

or other site improvements placed on the land to accommodate the use of a lot.

e) "Lot" shall mean any portion of the property as shown on a recorded plat and described as such.

f) "Owner" shall mean the record owner of a lot, including a contract purchaser, but excluding anyone having interest in a lot as security for the performance of an obligation.

g) "Principal Residence" shall mean the single family residential structure, constructed on any lot of the property, which is the principal use of such lot, and to which other authorized structures on such lot are accessory.

h) "Property" shall mean the real property described in Exhibit "A" attached hereto and made a part hereof.

i) "Shared Access Road" shall mean the roadways which provide access from the Fish Creek Road.

j) "Structure" shall mean anything built or placed on the ground.

k) "Improvement Area" shall mean the portion of a lot, which is a contiguous area not greater than 80% of the lot in size, upon which all building, stable, barn, and/or corral facilities and outbuildings are constructed.

4. Building Permit Required. No Buildings, structure, road, fence or improvement of any kind shall be erected, placed, altered, added to, reconstructed or permitted to remain on any lot, and no construction activities or removal of trees or other vegetation shall be commenced until a building permit has been issued therefor by the Design Committee.

a) Duplicate sets of plans and specifications for any lot improvement of alteration, including any and all vegetation and/or tree removal, shall be submitted to the Design Committee. The plans shall include a plot plan indicating the portion of the lot proposed as the improvement area. Sufficient information shall be submitted to demonstrate compliance with all of the requirements of these covenants.

b) The Design Committee shall review the plans and specifications within 21 days from the submission of all necessary plans and information required by the Design Committee, and determine if the proposed use or development conforms to the requirements of these covenants. The Design Committee may approve plans and specifications subject to any conditions or modifications which the Design Committee determines to be necessary in order to ensure conformity with the requirement of these covenants. The Design Committee shall retain one set of plans, specifications and plot plan. Approval will be issued by a written statement from the Design Committee.

5. Development and Use 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.

b) Authorized Use. Only single family residential use shall be permitted, together with the maintenance and use of domestic livestock as hereinafter set forth.

c) Prohibited Uses. No commercial, industrial or other non single-family residential use whatsoever shall be permitted, however the premises may be used for a studio, workshop, for artistic pursuits, recreational and such other endeavors not requiring access to the premises by the general public nor requiring the employment of labor other than the owner. But no other manufacturing or commercial enterprise shall be maintained upon the premises.

d) Authorized Structures. No building or other structure shall be constructed, placed, or maintained on any lot, except one single-family residence, and one outbuilding not to exceed 150% of the square footage of the residence. Outbuilding is for the purpose of a garage or barn and guest houses are specifically prohibited.

e) Improvement Area. All building, outbuildings and stable or corral facilities shall be constructed within a contiguous area on a lot, which contiguous area shall not exceed 80% of the lot in size. No improvement or development activities shall be permitted on any lot outside of the improvement area. Further, no improvement area shall be contiguous to an adjacent owners improvement area to the extent that it interferes with game patterns.

f) Construction. No used or pre-fabricated structures shall be permitted for the main residential building, except that the Design Committee may permit new Justus, Pan Abode or similar western design type structures. Unless otherwise permitted by the Design Committee, no garage, stable or corral facility or other outbuildings shall be prefabricated or constructed from used materials. Any structure built for crossing of ditches, creeks or waterways shall be of clear-span, bridge type design. No tube culverts will be allowed because of potential plugging by beavers. All construction shall be completed within one year from the commencement date of construction unless the Design Committee approves an extension for good cause, not to exceed six months in length.

g) Height Limitations, Setbacks, Floor Area Requirements. No building shall be greater than 30 feet in height. Building height shall be measured from existing grade to the highest point of the roof structure, but shall not include chimneys, vents or antennas. All structures shall be built to meet 50' set-back requirements. The residential structure shall have a minimum floor area of 1,500 square feet.

h) Boundary Fences Prohibited. No boundary fences around the exterior lot line of any lot shall be permitted. The only fences permitted on any lot are to enclose part or all of the improvement area on such lot and shall be of posts and poles (bucks) not exceeding 72" in height.

i) Utilities. Electrical, telephone and other utility lines will be installed underground primarily in the Shared Access Road or Common Road rights of way, or on other property if necessary. Connections from lots within the property to the underground utility lines shall be completed at the lot owner's expense, and shall be underground.

j) Temporary Structure Prohibited. No temporary structures, such as trailers, shacks or other similar building or vehicles shall be permitted on any lot other than for guests and then not to exceed five consecutive days or more than 20 days in a calendar year.

k) Maintenance. Each lot and all improvements thereon shall be maintained in a clean, safe and sightly condition.

Boats, tractors, vehicles other than automobiles, campers, whether or not on a truck, snow removal equipment, and garden or maintenance equipment shall be kept at all times, except when in actual use, in the outbuilding. No junk or inoperative cars shall be parked on the property. Refuse, garbage and trash shall be kept at all times in a covered dog proof container, and any such container shall be kept within an enclosed structure or appropriately screened from view. No lumber, grass, shrub or tree clippings or plant waste, bulk materials or scraps or refuse or trash shall be kept, stored, or allowed to accumulate on any lot.

Wood must be piled neatly and deadfall may be cut on the property. Outside laundry clothes lines shall be used only in emergencies.

No structures shall be permitted to fall into disrepair and at all times all structures and vacant property shall be kept in good condition and in neat appearance. The construction of any structure must be performed diligently from the time of commencement until fully completed.

All horse trailers campers, etc. must be kept in the outbuilding when not in use. Only overnite or guest parking not to exceed five days is permissible outside of the outbuilding.

Each owner shall provide off road parking sufficient in amount to accomodate the parking requirements necessary for the domestic and guest use of the improvements. No building permits shall be issued unless this provision is met.

1) Livestock-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 restrained and controlled at all times 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 housepets which are normally kept and maintained indoors shall be permitted on any lot. Only 2 horses shall be permitted on any lot and must be either geldings or mares. All horses shall be confined to a corral or stable area, and grazing is prohibited on all lots. The corral, stable or confinement area shall be limited to 5,000 square feet in size on the improvement area of each lot to enable protection of natural forages of the area. All hay, straw, etc. must be kept under the roof of the outbuilding in a neat and orderly manner. Corrals must be cleaned at least twice a year or more often if sanitary conditions require it to be done. All manure must be hauled away at time of cleaning. No grazing of any kind is permitted outside of corral. The corral must be located away from any running or standing water by at least 50 (fifty) feet and water must be provided in tanks with hydrants.

Horses may be ridden and exercised on the balance of the improvement area provided such activity is done in a good husbandry-like manner so as not to cause damage or destruction of natural forage brush grass or tree species. Not more than 2 dogs may be kept on any lot of any kind and may not be of the "large free ranging" types. If any dog or dogs are caught or identified chasing or otherwise harassing livestock, wildlife or people, the Design Committee shall have the authority to have such animal or animals impounded at any available location, and shall assess a penalty against the owner of such animal or animals of not more than \$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 Design Committee shall have the authority to have such animal or animals impounded or destroyed, the determination of disposition being in the sole direction of the Design Committee. In the event that such animal or animals are not destroyed, the Design Committee shall assess a penalty of not more than \$100.00 per animal, plus costs of impoundment. No owner of any animal or animals impounded or destroyed for chasing or harrassing livestock, wildlife or people shall have any right of action against the Design Committee or any member thereof, for the impoadment or destruction of any such animal or animals.

m) Noxious or Offensive Activities. No noxious or offensive activity shall be permitted on any lot. No light shall be emitted from any lot which is unreasonably bright or causes unreasonable glare for any adjacent lot owner. Including outdoor type mercury lights. No unreasonably loud or annoying noises, or noxious or offensive odors shall be emitted beyond the lot line of any lot.

n) Signs. No signs or advertising devices shall be erected or maintained on any lot, except signs which either identify the owner or advertise the lot for sale. All such ownership signs shall be of native wood design and, if illuminated, shall be by ambient light.

o) Water Systems. Each residential structure shall be connected to a private water supply system at the sole expense of the owner, and such system shall conform to all applicable standards of the State of Wyoming, Teton County or any other regulatory agency.

p) Sewage Disposal. Each residential building shall be connected to a private sewage disposal system at the owner's sole expense, and such sewage disposal system shall conform to all applicable standards of the State of Wyoming, Teton County or other regulatory agency. No out-door toilets shall be permitted.

q) Common and Shared Access Road. The Common and Shared access road on the property shall be a private road at all times. All owners shall be responsible for an equal portion of the snow removal and maintenance costs for said roads, as costs are incurred at the initiation of the Design Committee. Example: Maintenance and or snow removal cost shall be prorated to owners by dividing costs by number of lots to which access is provided.

r) Snowmobiles Prohibited. No snowmobiles or similar device shall be operated on any lot for recreational purposes. Snowmobiles or similar vehicles may be used for access to and from residential structures. Use may be terminated by the Design Committee if such vehicles are not strictly limited to access use.

s) 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 protect, preserve and maintain the existing wildlife habitat on the property and to minimize the adverse effects 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 improvement area for the purpose of constructing authorized structures or roads thereon, or for the removal of dead or diseased trees from any portion of the lot.

(2) There shall be no alterations, changes, etc. to Fish Creek or any body of water without permission of the Design Committee. The Land Purchaser is buying the property with full knowledge that various species of fish and wildlife are located in this area and should accept the risk factor that they may do damage and the owner must bear any such incurred costs. One of the advantages of Fighting Bear Creek Ranch is its proximity to a natural condition which must be preserved as part of the covenant by the purchasers.

(3) Fish Creek may be fished with either wet or dry flies only with a daily limit of three trout. All

trash fish caught should be thrown up on the bank and not returned to the water. The Beaver Pond fishing is restricted to children 12 (twelve) years of age and younger.

(4) No hunting, target practice, or any use of firearms shall be allowed on the property.

(5) No activity shall be allowed on any lot which disturbs or harrasses wildlife.

t) Mineral Activities Prohibited. No mining or other mineral extraction or development activities shall be permitted on any lot, including the removal of gravel.

u) All property owners shall bear an equal cost on the maintenance and repair of the dry hydrant and shall pay an annual fee of \$25.00 (twenty five) dollars per home to the Wilson Volunteer Fire Department.

6. Design Committee. The Design Committee shall consist of three members. The terms of a member shall be three years, except the initial members shall serve until 3 lots are sold by the Declarant, whereupon one (1) initial member shall resign following a new appointment by the three (3) initial members. Upon total of four (4) lots sales, a second member shall similarly be appointed and a second initial member shall resign. Following lot sales the third initial member shall resign following the appointment of a new Design Committee member. Each appointee, as described above, shall serve three (3) years from date of appointment and thereafter all Design Committee members will be elected by the recorded owners of all lots at a meeting thereof, a date and place to be established by the Design Committee. Each owner to have one (1) vote for each lot owned. A member elected must receive a majority of the votes cast. Members shall be owners of lots within the property. The initial Design Committee shall be composed of Peter Hunt Wright-Clark and Pamela H. Wright-Clark and the first purchaser. Thereafter, elections of members or replacements of members resigning shall be conducted according to rules adopted by the Design Committee. Changes or amendments thereto, may be made to enable this committee to function smoothly and execute the duties as herein described; such rules or bylaws shall be available to all owners upon request.

a) Authority and Duties. The Design Committee shall be responsible for the enforcement and administration of the requirements of these covenants and shall issue building permits, contract and supervise common services, enforce

the development and use regulations and take all other actions necessary to administer and enforce these covenants.

b) Meetings. The Design Committee shall meet from time to time as necessary to administer and enforce these covenants.

c) Common Services. The Design Committee shall contract for snow removal and periodic maintenance services on the Common Roads and Shared access Roads. The Design Committee shall bill each lot owner for his share of the cost of snow removal and maintenance costs for the Common Roads, and share of snow removal and maintenance costs for the Shared Access Roads. The Design Committee shall submit billings for common services to each lot owner on a regular basis as determined by the Design Committee. Billings for common services shall be paid by lot owners within 30 days of the billing date. This is further explained in paragraph 5-q.

d) Limitation of Liability. Neither the Design Committee nor any member thereof shall be liable to any party for any action or inaction with respect to any provision of these covenants, provided that such Design Committee or member thereof has acted in good faith.

7. Violations-Enforcement-Costs. The limitations and requirements for land use and development set forth in these covenants shall be enforceable by the Design Committee on any owner of a lot within the property. Every owner of a lot within the property hereby consents to the entry of an injunction, judgement or lien against him or her or his or her tenants or guests, to terminate and restrain any violation of these covenants or for the nonpayment of assessments due. 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 Design Committee or other lot owner in enforcing these covenants, including reasonable attorney's fees.

8. Amendment-Variance. These covenants may be amended by the written consent of 100% of the lot owners of the property.

9. 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 8 hereof.

10. 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.

IN WITNESS WHEREOF, this Declaration of Restrictive Covenants is executed this 8th day of July, 1980.

FIGHTING BEAR CREEK RANCH SUBDIVISION

Owners:

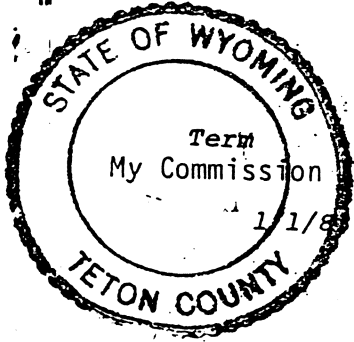
Peter Hunt Wright-Clark
Peter Hunt Wright-Clark

Pamela H. Wright-Clark
Pamela Wright-Clark

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Peter Hunt Wright-Clark and Pamela Wright-Clark this 8th day of July, 1980.

Witness my hand and official seal.



V. Glenn Coome
~~Notary Public~~ County Clerk

Description
of
FIGHTING BEAR CREEK RANCH

To-wit:--

A tract of land located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 15 and the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14 of T41N, R117W, 6th P.M., Teton County, Wyoming being part of a tract conveyed by a deed of record in the Office of the Clerk of said County in Book 14 of Deedson Page 267 described as follows:

BEGINNING at the northeast corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$, identical with the northwest corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ marked by a 2-inch diameter galvanized steel pipe with brass cap inscribed "E.S.I., T41N R117W, $\frac{10}{15}$ $\frac{11}{14}$, AFW LS 325, 1964";

thence S89°-54.3'E, 581.14 feet along the north line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$, identical with the north line of said tract to a point;

thence continuing S89°-54.3'E, 22.36 feet along said north line;

thence S26°-26.6'E, 181.29 feet to an intersection with the centerline of a creek;

thence along the centerline of said creek through the following courses:

proceeding from said intersection S73°-45.9'W, 108.45 feet;

thence S39°-27.8'W, 82.71 feet;

thence S07°-48.1'W, 67.57 feet;

thence S46°-58.5'W, 81.64 feet;

thence S89°-26.2'W, 76.60 feet;

thence S45°-15.2'W, 83.74 feet;

thence S09°-01.8'E, 118.92 feet;

thence S73°-03.7'W, 130.49 feet;

thence S45°-32.9'W, 274.15 feet;

thence S63°-19.7'W, 169.18 feet;

thence S28°-55.9'W, 172.40 feet;

thence S35°-47.7'W, 134.70 feet to an intersection of said centerline with the north line of Excepted Tract (B) of said deed;

thence leaving said centerline S75°-06.1'W, 31.57 feet along said north line to a point;

thence continuing S75°-06.1'W, 383.74 feet along said north line to a point on the east right-of-way line of Wilson North County Road No. 22-3;

thence continuing S75°-06.1'W, 10.63 feet along said north line to a corner on said north line marked by a ½-inch diameter rebar;

thence N68°-06.2'W, 20.87 feet along said north line to the northwest corner of said Excepted Tract (B), identical with a corner on the east line of Excepted Tract (A) of said deed on the centerline of said Road;

thence N05°-52.1'E, 361.34 feet along said centerline, identical with the east line of said Excepted Tract (A);

thence N24°-15.4'W, 117.35 feet along said centerline to an intersection of said centerline with the centerline of Fish Creek;

thence N39°-03.5'E, 52.03 feet along the centerline of Fish Creek, identical with said east line;

thence N22°-30.6'E, 777.26 feet along said centerline to the northeast corner of said Excepted Tract (A), identical with the northwest corner of the conveyed tract of said deed on the north line of said NE¼NE¼;

thence N89°-58'E, the base bearing for this description, 35.35 feet along said north line, identical with the north line of said conveyed tract to a 3/4-inch diameter rebar witnessing said northwest corner;

thence continuing N89°-58'E, 369.17 feet along said north line to the corner of beginning;

ENCOMPASSING an area of 22.13 acres, more or less, using chords to approximate the centerlines of said creeks;

each point marked by a steel T-shaped stake with chromed cap inscribed "SURVEY POINT PETER M. JORGENSEN PE & LS 2612".

Peter M. Jorgensen
Professional Engineer and Land Surveyor
Wyoming Registration No. 2612

June 27, 1980