

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LOTS 1 THROUGH 38 OF  
GRANITE RIDGE, A SUBDIVISION OF TETON COUNTY, WYOMING**

This is a Declaration of Covenants, Conditions and Restrictions regulating and controlling the use and development of real property, made effective the 6th day of September, 1994 by Granite Ridge Development Corporation, a Wyoming corporation, and Stanley R. Resor, a widower, Declarants.

1. Purpose. Declarants are the owners of certain real property located in Teton County, Wyoming, which property is more particularly described as Lots 1 through 38 of Granite Ridge, a Subdivision of Teton County, Wyoming, according to that plat recorded in the office of the Teton County Clerk on the same day as this Declaration of Covenants, and which is hereinafter referred to as the "Property". The Property contains significant wildlife habitat, is of high scenic and natural value, and the Property is of high residential and recreational value, and Declarants are adopting the following Covenants, Conditions and Restrictions to preserve and maintain the natural character and value and the residential and recreational character and value of the Property for the benefit of all owners of the Property or any part thereof.

2. Declaration. Declarants hereby declare that the Property, 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. Definitions. The following terms and phrases used in these Covenants shall be defined as follows:

a. "Association" shall mean The Granite Ridge Homeowners Association, Inc., a Wyoming nonprofit corporation.

b. "Board" shall mean the board of directors of the Association.

c. "Owner" shall mean the record owner of a lot, including a contract

Grantor: GRANITE RIDGE DEVELOPMENT\*

Grantee: THE PUBLIC

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V Jolynn Coonce, Teton County Clerk fees: 72.00

By CLAIRE K ABRAMS

Deputy

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purchaser, but excluding anyone having an interest in a lot as security for the performance of an obligation.

d. "Design Guidelines" shall mean the "Design Guidelines for Lots 1 through 38 of Granite Ridge, a Subdivision of Teton County, Wyoming" attached hereto as Exhibit A and made a part hereof.

e. "Design Review Committee" shall mean the Design Review Committee as defined and established in paragraph 4.1 of The Design Guidelines.

f. "Lot" shall mean any and all of the single family lots numbered one through thirty-seven of Granite Ridge, a Subdivision of Teton County, Wyoming, which comprise part of the Property.

g. "Common area lot" shall mean Lot 38 of Granite Ridge, a Subdivision of Teton County, Wyoming, which is part of the Property.

h. "Building envelope" shall mean that portion of a lot identified as such on the subdivision plat of the Property.

i. "Common roads" shall mean the private roadways within the Property that provide access to individual lots, specifically "Granite Ridge Road" and "Lower Granite Ridge Road".

j. "Shared access roads" shall mean the roadways that provide access from the Teton Village County Road to the boundary lines of the Property, including "Granite Loop Road" and any extension or realignment thereof.

k. "Common services" shall mean roadway maintenance and snow removal for the common roads and for the shared access roads, winter and summer grooming of common trails, maintenance of common sewer lines, wildfire hazard reduction, noxious weed control along common roads and trails, maintenance of the fence along the easterly boundary of the common area lot, and any other common services that the Board determines are appropriate, including any common services for any unusual or emergency circumstances.

l. "Development" shall mean any alteration of the natural land surface or vegetation on a lot or construction or placement of any building, structure or other improvement on a lot.

m. "Structure" shall mean any improvement including, but not limited to, buildings, roads, walls, retaining walls, decks, patios, bridges, lights, satellite dishes, fences, swing sets, pools, and dog runs; but not including underground utilities (together with above ground appurtenances), underground electronic dog fences, landscaping, cut or fill slopes, street number/owner signs, and foot paths.

n. "Building" shall mean any building, outbuilding, garage, or shed, including any part thereof, such as roof overhangs, foundations, porches, or balconies.

o. "Principal residence" shall mean the single family residential building, 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.

p. "Transfer Fee" shall mean the fee payable by an owner to the Association upon transfer of a lot, as provided in Paragraph 8 hereof.

4. The Association. The Granite Ridge Homeowners Association, Inc., a Wyoming

nonprofit corporation is established to administer and enforce the provisions of this Declaration of Covenants.

a. Membership. Every owner shall be a member of the Association. Membership in the Association shall be appurtenant to each lot and shall not be subject to severance from the ownership of such lot. Each ownership shall constitute one member.

b. Voting. Each member shall have one vote to cast upon any matter to be decided by a vote of the members. If there is more than one person or entity owning a lot, the vote of such member shall be cast as determined by the owners of such lot. In the event of any dispute among joint owners of a lot, the Board shall have the right to disqualify such member from voting on an issue unless or until the joint owners of such lot have reached agreement as to such member's vote.

c. Authority of Board. The Board shall have full power and authority to manage the business and affairs of the Association, as more fully set forth in the articles of incorporation and bylaws of the Association, and to enforce the provisions of this declaration, and the covenants of any other subdivisions which become members of the Association.

d. Meetings. The members of the Association and the Board shall hold annual meetings as set forth in the bylaws of the Association. Additional regular or special meetings of the members and/or the Board may be held in accordance with the provisions of the bylaws of the Association. All matters pertaining to all such meetings, including notices thereof, quorums, and provisions for voting in person or by proxy, shall be set forth in the Bylaws of the Association.

5. Development Permit Required. No structure or improvement of any kind shall be erected, placed, altered, added to, reconstructed or permitted to remain on any lot, and no construction activities, grading, or removal of trees or other vegetation shall be commenced until a development permit has been issued therefor by the Board. The Board shall issue development permits as specified in and consistent with the Design Guidelines.

6. 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. In case of any conflict, the more stringent requirements shall govern.

b. Authorized Use. Only single family residential use shall be permitted, together with the keeping of domestic pets as set forth hereafter.

c. Prohibited Uses. No lot within the property shall be subject to division or subdivision. No commercial, industrial or other non-single family residential use whatsoever shall be permitted on any lot, including, by way of example, but not limited to, the rental of a guest house separate from a principal residence. However, the following two uses shall not constitute prohibited commercial uses and may be permitted under these Covenants:

i. Rental of the principal residence to groups on a week to week basis only and to families on a week to week or longer basis (Note that, as of the effective date of these Covenants, the Teton County Land Use Regulations do not permit rental of single family houses for less than thirty days.); and

ii. Home occupations, as defined, regulated and permitted by Teton County from time to time.

d. Authorized Structures. The first structure constructed or placed on any lot shall be the principal residence, and it shall have a minimum floor area of 2,500 square feet of habitable space. In addition to and appurtenant to the principal residence (to allow for a guest house or detached garage or storage), a second or third building may be approved if consistent with these Covenants and with the Design Guidelines. However, in no case shall there be more than three buildings on any one lot nor more than one guest house or guest apartment. In addition to the authorized building or buildings, minor structures appurtenant to the principal residence may be approved.

e. Building Envelope. All structures shall be constructed wholly within the building envelope, except for access driveways and associated retaining walls and except for the exceptions listed below. Based upon these Covenants and the Design Guidelines, the Board may allow:

i. Bridges anywhere on a lot;

ii. Parking areas, patios, retaining walls, and fences enclosing a vegetable garden to extend beyond the building envelope one-half the width of the setback or fifteen (15) feet, whichever is less;

iii. Eaves, balconies, decks or porches to extend beyond the building envelope one-half the width of the setback or six (6) feet, whichever is less;

iv. Temporary fencing anywhere on a lot for construction envelopes and to protect landscaping from deer and moose until it is established;

f. Construction. No used materials except for architectural detailing, and no pre-cut, prefabricated or modular structures of any kind shall be permitted on the outside of any building on any lot. However, pre-manufacturing, such as the pre-assembly of log buildings, or used materials may be permitted in the discretion of the Board, if the result is consistent with these Covenants and with the Design Guidelines. All construction shall be completed within one (1) year from the commencement date of construction, unless the Board approves an extension for good cause, not to exceed six (6) months in length.

g. Height Limitations. No building shall exceed thirty (30) feet above original grade, as measured and defined by the Teton County Land Use Regulations.

h. Floor Area Limitations. The total floor area of all habitable space (except any habitable space that is completely below original grade) of all buildings on a particular lot shall not exceed the maximum limits as specified below:

Lots 1 through 7	8,000 square feet
Lots 8 through 13	7,000 square feet
Lots 14 through 16	8,000 square feet
Lots 17 through 28	7,000 square feet
Lot 29	8,000 square feet
Lots 30 through 37	5,000 square feet.

i. Prohibited Fences. No boundary fences around the exterior lot lines of any lot or around the perimeter of any building envelope shall be permitted, except underground electronic fences to restrain and control dogs.

j. Utilities. Electrical, telephone and cable television utility lines have been installed underground in utility easements and in the shared access roads and common roads rights-of-way. Connections from the lots to the underground utility lines shall be completed at the lot owners' expense and shall be underground.

k. Temporary Structures Prohibited. No temporary structures, such as trailers, tents, shacks or other similar buildings shall be permitted on any lot, except during construction as authorized by the Board.

l. 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, within an enclosed structure. Refuse, garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure or, if outside, appropriately screened from view and kept in a container that will not be accessible to or attract bears or other wildlife. Service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber; grass, shrub or tree clippings or plant waste (except in screened compost piles); metals; bulk materials; scraps; refuse; or trash shall be kept, stored or allowed to accumulate on any lot.

m. 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 domestic animals which are normally kept and maintained indoors shall be permitted on any lot. No horses or other livestock shall be kept or maintained on any lot. The presence of a horse or any other livestock on any lot for more than eighteen (18) hours shall constitute keeping or maintaining a horse or other livestock on such lot in violation of these Covenants. Not more than two (2) 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. 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 animals impounded at any available location, and shall assess a penalty against the owner of such animal or animals of not more than One Hundred Dollars (\$100.00) 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 within two (2) years, 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 Two Hundred Dollars (\$200.00) 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 within three (3) years of the previous two (2) occasions, 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 animal or animals.

n. Noxious or Offensive Activities. No noxious or offensive activity shall be permitted on any lot. No light that is unreasonably bright or causes unreasonable glare shall be emitted from any lot. No unreasonably loud or annoying noises or noxious or offensive odors shall be emitted beyond the lot lines of any lot.

o. Signs. No signs or advertising devices shall be erected or maintained on any lot, except one sign, not greater than 2 square feet in area, that identifies the street number or the street number and the owner. However, the Board may approve no trespassing and private property signs for the perimeter of the Property.

p. Water and Sewer Systems. Water and sewer lines have been installed underground in the shared access roads and common roads rights-of-way, and these lines are part of and connect to the Teton Village Water & Sewer District's systems. In addition, where necessary to provide connection to the District's system by gravity lines, common sewer lines have been installed underground in sewer line easements along certain lot boundaries, and these common lines are the property of and responsibility of the Association. Connections from the lots to the water and sewer lines shall be completed at the lot owners' expense, including all fees and assessments of the District. Such connections shall conform to all applicable standards of the Teton Village Water & Sewer District, the State of Wyoming, or other regulatory agency. Lots 34 through 37 will and lots 6, 18 and 27 may require sewage lift pumps to connect to the common sewer lines. No outdoor toilets shall be permitted, except for a six (6) month period during construction.

q. Common Roads. The common roads on the property shall be private roads at all times, and each lot owner shall be responsible for an equal portion of the snow removal and maintenance costs for said roads.

r. Shared Access Roads. The shared access roads providing access to the property are private roads, and each lot owner shall be responsible for a proportionate share of the snow removal and maintenance costs for the shared access roads. Snow removal and maintenance costs on the shared access roads shall be divided with owners of other properties to which access is provided by said roads, in accordance with the determinations of the Board.

s. Snowmobiles and Motorcycles and Off-Road Vehicles Prohibited. No snowmobile, motorcycle, all-terrain vehicle or other similar device shall be operated on any lot for recreational purposes. Snowmobiles, motorcycles, all-terrain vehicles or similar vehicles may be used for access to and from residential structures only with the prior written approval of the Board. The approval of the Board for access use may be terminated if such vehicles are not strictly limited to access use.

t. Wildlife Protection. It is recognized by the Declarants 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:

i. 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 structures thereon and except as otherwise approved by the Board;

ii. Dogs and other domestic animals shall be controlled and restrained at all times, and shall not be allowed to run at large on any portion of any lot,

except within an enclosed improvement area or within an effective electronic fence;

iii. No hunting or shooting of guns shall be allowed on any lot, except that individual animals causing damages, such as porcupines girdling trees, may be controlled with the prior approval of the Board.

iv. No artificial feeding of moose, elk, deer and/or bears shall be allowed on any lot.

v. No non-native animal species shall be released to roam at large on any lot.

vi. Every lot owner of the property by acceptance of a deed to his or her lot releases the Wyoming Game and Fish Department from any and all claims for wildlife damage.

u. Mineral Activities Prohibited. No mining or other mineral extraction or development activities shall be permitted on any lot, including the removal of gravel; provided that excavation for landscape purposes may be permitted with the prior written approval of the Board.

v. Control of Noxious Weeds. Lot owners shall take all actions necessary to control noxious weeds as defined by the Teton County Weed and Pest Control Board or the Board. Because the timing for effective control of noxious weeds is very critical, if a lot owner fails to respond immediately to a written request for weed control from the 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 control noxious weeds, by applying herbicides or by other means, without any liability for trespass. In the event that the Board provides for noxious weed treatment as described herein, the owner of a lot treated for noxious weed control shall pay all costs incurred by the Board.

w. Satellite Dishes. A satellite dish may be permitted within the building envelope of any lot, provided that any satellite dish must be visually shielded from adjacent lots and from lands outside of the Property with landscaping or screening approved by the Board before such satellite dish may be installed.

x. Alteration of Stream. For Lots 15, 16, 21, 22, 26, 27, 30, 37 and 38, notwithstanding any provision herein to the contrary, the Board may allow development outside of the building envelope on a lot for the sole purpose of altering the stream (labeled "natural drainage" on the plat"). Any proposal for stream alteration shall be submitted to the Board for approval.

7. Common Area Lot. Lot 38, the common area lot, shall be the property of the Association, and the use and enjoyment of said lot shall be for all members of the Association. However, the use, improvement and maintenance of the common area lot shall be determined by the Board and may be limited or extended as determined by the Board, subject to all easements, covenants, scenic easements, and restrictions as called for or shown on the Granite Ridge Final Plat, including the requirement to maintain a fence along the easterly boundary of the common area lot as long as the adjoining property is

used for ranching. The foregoing notwithstanding, the Board's right to extend to others the right to use the common area lot shall be limited as follows: the Board may extend to others, including the general public, the right to use trails on the common area lot if and only if the right is a revocable right that can be revoked by the Board at its sole discretion on no longer than an annual basis.

8. Transfer Fee.

a. Payment to Association. Pursuant to the provisions of an agreement dated as of September 6, 1994, between the Association and Jackson Hole Land Trust, a Wyoming nonprofit corporation with its principal office in Jackson, Wyoming ("JHLT"), JHLT has agreed to provide certain monitoring and stewardship services in respect of a certain 127.35-acre parcel subject to a conservation easement conveyed to JHLT on September 6, 1994, as an integral part of the Granite Ridge Planned Unit Development approval, said parcel being more particularly described in said conservation easement. JHLT has also committed to continue its historical efforts to ensure the preservation and conservation of the scenic, natural, and open-space values of Jackson Hole, and those efforts will provide continuing and substantial benefits to the Association. In respect of those services, the Association is obligated to pay to JHLT a fee based on the value of each lot sold or exchanged by an owner. Accordingly, in order to meet its obligations to JHLT under said agreement, the Association shall be entitled to receive from the proceeds of each lot sold, whether by the Declarants or by any subsequent owner (or in the case of an exchange, directly from the owner), a Transfer Fee equal to the following percentage of the Purchase Price:

<u>Date of Disposition</u>	<u>Percentage</u>
During the calendar year 1995	1/7 of 1%
During the calendar year 1996	2/7 of 1%
During the calendar year 1997	3/7 of 1%
During the calendar year 1998	4/7 of 1%
During the calendar year 1999	5/7 of 1%
During the calendar year 2000	6/7 of 1%
On or after January 1, 2001	1%

The Transfer Fee shall be paid to the Association from the proceeds of sale by the closing agent, pursuant to appropriate instruction, or, in the event of a disposition of a lot as to which a closing agent is not employed, directly by the disposing owner pursuant to a procedure approved in advance by the Board. In the event of nonpayment of the Transfer Fee, the Association shall have a lien against the lot sold or exchanged, as provided in Paragraph 11 hereof.

b. Purchase Price. The "Purchase Price" upon which the Transfer Fee is computed, pursuant to subparagraph 8.a. hereof, shall be the full fair market value of the lot (including improvements thereon), as represented by the contract price agreed to by owner and vendee, unreduced by any transaction cost; provided, however, that as to any (i) exchange of a lot for consideration other than cash and deferred-payment obligations, in whole or in part, or (ii) sale under circumstances in which the Board has reason to believe that the contract price does not fairly represent the value of the lot (and improvements thereon), the Purchase Price shall be established by such method, including appraisal, as is satisfactory to the Board, at owner's expense.

c. Excepted Dispositions. Notwithstanding the provisions of subparagraphs 8.a. and 8.b. hereof, no Transfer Fee shall be paid upon the conveyance of any lot (or interest therein) by--

(i) gift (including a gift in trust), bequest, devise, or inheritance,

(ii) transfer to a corporation, partnership, limited liability company, or revocable trust in which all beneficial interests are owned by the transferor(s), or

(iii) transfer attributable to foreclosure (including transfer of title in lieu of foreclosure) or resale by a mortgagee of a lot obtained in satisfaction or partial satisfaction of an owner's mortgage obligation,

except to the extent that the transferee in the exceptions set forth in (i) or (ii) above provides consideration for such transfer, in which event the Purchase Price shall be limited to the present value of the consideration the transferee is committed to pay.

d. Notice. On or before the disposition of any lot, whether subject to a Transfer Fee or exempt therefrom under subparagraph 8.c., the owner (including an executor or executrix) shall furnish to the Board evidence that the intended transferee has been informed of the provisions of this Paragraph 8, in such manner as the Board may reasonably establish.

9. Easements Created By The Plat. The final plat of Granite Ridge, a Subdivision of Teton County, Wyoming, creates certain easements within the Property. The definition, restrictions and conditions of these easements are specified in this paragraph.

a. "Underground Utilities" Easements. These easements shall be for underground utilities and the necessary above ground appurtenances, such as manholes, pedestals and junction boxes. However, all above ground appurtenances shall be installed and maintained in such a manner as not to significantly interfere with other uses of the easements, such as groomed ski trails or driveways.

b. "Underground Sewer Lines" Easements. These easements shall be for underground sewer lines and the necessary above ground appurtenances, such as manholes. However, all above ground appurtenances shall be installed and maintained in such a manner as not to significantly interfere with other uses of the easements, such as groomed ski trails or driveways. These sewer lines shall be the property of and the responsibility of the Association and shall be maintained as a common service. However, the Board shall have the right to transfer these lines and these easements to the Teton Village Water and Sewer District.

c. "Underground Utilities and Water Booster Pump Station" Easement. This easement shall be for underground utilities and a building housing water booster pumps and related equipment. The building has been designed and shall be constructed and maintained to be reasonably inconspicuous. Any reconstruction of the building or substantial alteration of the building shall be subject to review and approval by the Board and may not commence without the prior issuance of a development permit by the Board as specified in paragraph 5.

d. "Driveway and Utility" Easements. These easements shall be for driveways and underground utilities and for general access to and from the lots specified. However, no construction, grading or removal of vegetation may

commence without the prior issuance of a development permit by the Board as specified in paragraph 5.

e. "Skier and Pedestrian Access With Clearing, Grading and Grooming Allowed and with Conditional Bicycle and Horse Access" Easements. These easements shall be for groomed trails for skiers and pedestrians and are for the benefit and enjoyment of the owners. However, the use, improvement and maintenance of these easements shall be determined by the Board and may be limited or extended as determined by the Board. For example, the Board may permit, prohibit or limit the use of bicycles or horses on these easements. The foregoing notwithstanding, the Board's right to extend to people other than the owners the right to use these easements shall be limited as follows: the Board may extend to others, including the general public, permission to use the trails on these easements if and only if the permission is revocable and can be revoked by the Board at its sole discretion on no longer than an annual basis.

f. "Skier Access with Clearing, Grading and Grooming Allowed, But with No Summer Use Other Than Maintenance" Easements. These easements are for groomed trails for skier use during the ski season only and are for the benefit and enjoyment of the owners. However, the use, improvement and maintenance of these easements shall be determined by the Board and may be limited or extended as determined by the Board, but in no case shall any non-ski season use be allowed other than maintenance. The foregoing notwithstanding, the Board's right to extend to people other than the owners the right to use these easements shall be limited as follows: the Board may extend to others, including the general public, permission to use the ski trails on these easements for skiing during the ski season if and only if the permission is revocable and can be revoked by the Board at its sole discretion on no longer than an annual basis.

g. "Skier Access with Conditional Clearing, but with No Summer Use Other Than Conditional Maintenance" Easements. These easements are for skier access on ungroomed ski trails to the specified lots only. However, the use, improvement and maintenance of these easements shall be determined by the Board and may be limited as determined by the Board. The use of these easements shall not be extended to others and no non-ski season use shall be permitted other than maintenance. Grantees shall have no right to clear vegetation without prior approval of the Board, and the Board shall approve clearing of only the vegetation necessary to allow safe ski passage on an ungroomed ski track.

10. Association-Board of Directors. The Association is a Wyoming nonprofit corporation, established to administer and enforce the provisions of this Declaration of Covenants. The Board of Directors of the Association shall consist of three (3) directors, or such additional number as may be approved by the members of the Association in accordance with the Articles and Bylaws. The terms of the directors of the initial board shall be one, two and three years. Thereafter all directors shall serve for a term of three (3) years. The directors shall be elected by a majority vote of the members. Membership in the Association is not required for directorship on the Board. All lot owners agree to serve on the Board.

a. Authority and Duties. Pursuant to the powers and authority vested in it by Wyoming statute and by the Articles of Incorporation and Bylaws of the Association, the Board shall be responsible for the enforcement and administration of the requirements of these Covenants and shall issue development permits, contract for 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 Board shall call and conduct the annual meeting of lot owners, at which time expiring or vacant directors' terms shall be filled and such other business shall be conducted as brought before the meeting by the Design Review Committee or the lot owners. The Board shall also meet from time to time as necessary to administer and enforce these Covenants.

c. Common Services. The Board shall contract for common services as defined in Paragraph 3k hereof. The Board shall prepare an annual budget estimate and submit annual statements to each lot owner based upon the budget estimate. All billings for common services shall be paid by lot owners within a payment period and subject to payment conditions as established by the Board. Each lot owner shall be responsible for and billed for one thirty-seventh of the cost of all common services. In the event that the estimate of the Board exceeds the actual costs of common services, the Board may keep the balance in the Association's account as a reserve and may reduce the next budget estimate accordingly. In the event that the estimate of the Board is less than the actual cost of common services, the Board shall bill each lot owner based upon an estimate for common services for the remainder of the year. The initial assessment for common services will commence from and after September 7, 1994.

d. Wildfire Hazard Reduction. Due to its forested nature, the Property is subject to both natural and man caused wildfires. To reduce the likelihood and intensity of wildfires, the Board may establish a fire control and fuel reduction plan in cooperation with the appropriate Teton County officials. The Board shall have the right to contract for fuel reduction and other appropriate measures on a regular or emergency basis. The company so contracted shall have the right to enter upon all lots to perform all necessary work without any liability for trespass. Any expenses related to wildfire hazard reduction shall be borne as a common service by all the lot owners.

e. Limitation of Liability. No director of the Board shall be liable to any party for any action or inaction with respect to any provision of these Covenants, provided that such director has acted in good faith. No director shall have any personal liability in contract to a lot owner or any other person or entity under any agreement or transaction entered into by the Board or a director on behalf of the Association.

11. Violations-Enforcement-Liens-Costs. The limitations and requirements for land use and development set forth in these Covenants shall be enforceable by the Declarants, or by William B. Resor, or by the Board, or by any owner. In addition, the Board of County Commissioners of Teton County, Wyoming, shall have the authority to enforce those portions of these Covenants that establish building envelopes and thereby to enforce setbacks as determined by said building envelopes. The Board of County Commissioners shall also have the authority to enforce the provisions of paragraphs 6m and 6t pertaining

to dogs kept or maintained on any lot, and the Board of County Commissioners shall also have the authority to enforce the provisions of paragraph 6i pertaining to prohibited fences. Every owner hereby consents to the entry of an injunction against him or her or his or her tenants or guests to terminate and restrain any violation of these Covenants. Any 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 other lot owner or the Declarants or William B. Resor in enforcing these Covenants, including reasonable attorney's fees. The Board shall have a lien against each lot and the improvements thereon to secure the payment of any billing or penalty due to the Board from the owner of such lot for any billing or penalty that is not paid as provided for in these Covenants, plus interest from the date of demand for payment at the rate of eighteen percent (18%) per annum. The Board is authorized to record a notice of lien in the office of the County Clerk of Teton County, Wyoming, that shall include a description of the lot and the name of the owner thereof and the basis for the amount of the lien. A copy of the notice of lien as filed in the County Clerk's office shall be sent to the owner by certified or registered mail. Any lien may be foreclosed in the manner provided for foreclosures of mortgages by the statutes of the State of Wyoming. Alternatively, the Board shall have the right to initiate civil proceedings as allowed by Wyoming law to collect any delinquent assessment, billing for common services and/or penalty. In addition to the principal amount of any assessment, charge for common service and/or penalty, plus interest, the Board shall be entitled to the payment of all costs incurred in the establishment or enforcement of any lien, and/or the costs involved in any civil proceeding, including filing costs and attorney's fees.

12. Amendment-Variance. These Covenants may be amended with the written consent of 75% (28) of the owners, except for the provisions of paragraphs 6e, 6i, 6m and 6t, the amendment of which shall also require the written consent of the Board of County Commissioners of Teton County. A variance shall be allowed from the requirements of these Covenants, upon approval of 75% (28) or more of the owners, provided that any variance from the provisions of paragraphs 6e, 6i, 6m and 6t shall also require the approval of the Board of County Commissioners of Teton County. The foregoing portion

of this paragraph notwithstanding, until September 7, 2014, any amendment of or variance from these Covenants shall also require the written consent of one of the Declarants or of William B. Resor.


13. 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 12 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 owners subject to these Covenants otherwise agree in writing.


14. 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.

15. 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, Declarants have executed this Declaration effective the 6th day of September, 1994.

Granite Ridge Development Corporation

  
\_\_\_\_\_  
Stanley R. Resor  
by William B. Resor, attorney-in-fact,  
by virtue of that Limited Durable Power  
of Attorney of record in the Office of  
the Clerk of Teton County, Wyoming  
in Book 285 of Photo, page 248

by   
\_\_\_\_\_  
President  
by William B. Resor, attorney-in-fact, by  
virtue of that Power of Attorney of record  
in the Office of the Clerk of Teton County,  
Wyoming in Book 294 of Photo, Page 655

ATTEST: (no seal)

  
\_\_\_\_\_  
William B. Resor, Secretary

THIS DOCUMENT WAS RECORDED  
WITHOUT A CORPORATE SEAL.  
TETON COUNTY CLERK'S OFFICE

State of Wyoming )  
 ) ss.  
County of Teton )

The foregoing instrument was acknowledged before me by William B. Resor, as attorney-in-fact for Granite Ridge Development Corporation, and by William B. Resor as Secretary of Granite Ridge Development Corporation, who acknowledged that he executed the foregoing in the name of and on behalf of said corporation, this 6th day of September, 1994.



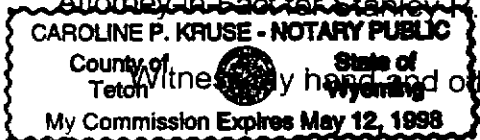
Witness my hand and official seal.

Caroline P. Kruse  
Notary Public

My Commission expires: 5/12/98

State of Wyoming )  
 ) ss.  
County of Teton )

The foregoing instrument was acknowledged before me by William B. Resor, as Attorney-in-Fact for Stanley R. Resor, this 6th day of September, 1994.



Witness my hand and official seal.

Caroline P. Kruse  
Notary Public

My Commission expires: 5/12/98

**EXHIBIT A**  
**DESIGN GUIDELINES FOR LOTS 1 THROUGH 38 OF GRANITE RIDGE,**  
**a Subdivision of Teton County, Wyoming**  
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## 1.0 INTRODUCTION

Granite Ridge is a planned residential community on a spectacular site with great views, access to skiing and solar orientation. The land is populated with mature stands of spruce, fir, aspen and pine. Great Douglas firs in excess of 200 years of age dominate the upper portions of the site and have served as strong determinants for the planned locations of roadways and building sites. Homesites have been organized to allow direct skiing access to the Teewinot Trail and the entire skiing complex of the Jackson Hole Ski Area.

The most basic concept of the Granite Ridge plan is that people will always be attracted to quality, unspoiled, natural environments. The master plan for Granite Ridge is a physical expression of the belief that man cannot outdo nature and that manmade structures should play a subordinate role to the incomparable beauty of the Teton Range. Unplanned, haphazard growth would destroy the natural character of this special place. Well conceived, carefully designed facilities will prove an addition to the community. To ensure that the design intent of the master plan is preserved, these Design Guidelines and review procedures have been adopted.

On July 5, 1994, the Board of County Commissioners of Teton County approved the Final Master Plan for the Granite Ridge Planned Unit Development. This plan embodies extensive analysis and careful site planning for the residences and facilities which will set the physical framework for the community. The purpose of these guidelines is to ensure that buildings will compliment the outstanding natural character of the site.

These guidelines set forth the rules that will govern the design and construction of all buildings and other structures and shall be used in conjunction with the design review process. These are not rigid regulations, but are recommendations for good design which are based upon extensive experience and a concern for the quality of the manmade and natural environment at Teton Village. Administration of the guidelines will focus on prudent application of these ideas to the individual buildings projects.

The objectives and guidelines presented here are meant to provide designers and builders with a clear sense of what the Design Review Committee will be looking for in the review process. The purpose of these guidelines is not to discourage creativity, but to ensure that the major design elements in buildings are compatible with surrounding structures and the quality of their environment. In order for Granite Ridge to succeed, the present sense of natural wonder must exist for future homeowners, residents and visitors to the valley. These rules are intended to ensure that the special character of Granite Ridge not be diminished by arbitrary or unthoughtful design and construction.

## 2.0 DESIGN OBJECTIVES

Granite Ridge is part of Teton Village which is, in turn, part of the Greater Yellowstone and Grand Teton National Parks ecosystem. Architecture in this setting has historically played a secondary role which is respectful of the principal attraction of the place, the natural environment. It is not proposed that national park buildings be copied, but that important lessons regarding scale and choice of materials be learned. There are three important design objectives for all buildings at Granite Ridge. Building design should strive to:

1. Understand and be sensitive to the architectural traditions of Jackson Hole and the Rocky Mountain region.
2. Be sensitive to and in harmony with the site, its natural features, and the climatic conditions of the mountains.
3. Produce buildings which reflect thoughtful design and excellent craftsmanship.

These three principles guided a mountain architectural style that developed throughout the national park system during the 1900-1940 period. In Jackson Hole, this style is evident in many buildings, both public and private, within and outside of Grand Teton National Park. Even today, many of these buildings are memorable and are central to exceptional vacation experiences. The quality of the Granite Ridge landscape will be preserved by capturing elements of this style and using them in the design of the neighborhood and individual buildings.

This design theme does not require the copying of historical ideas, but suggests an update of historical ideas subject to current building technology, functional requirements, and desires of property owners. The major elements of the theme are:

1. Buildings should be sympathetic to the natural landscape and should blend rather than affront the land.
2. Buildings should be built with natural materials. Historically mountain buildings used these materials because they were the only ones available, the choice for Granite Ridge is proper because they fit the setting, can be used in logical construction systems, and will be the feature that visually ties the community together.
3. Quality site planning and landscaping will be as important as architecture in establishing the theme. Special attention to these design areas will be required.
4. An architecture of roofs and porches will fit well. Thick roofs with large overhangs that hold snow and protect living spaces are desirable for visual and climatic reasons. This is contrary to an urban architectural style in which walls are the dominant feature.
5. Architectural design should be informal and organic rather than formal and imposing. There is a place for focal architecture, but this is in the public or commercial centers, not residential areas.

Additional more specific objectives are as follows:

### General

- Investigate each site thoroughly. Read the Declaration of Covenants, Conditions, and Restrictions with natural features in mind.
- Prepare individual design submissions with sufficient site information to have them effectively evaluated.
- Show all proposed projects in their neighborhood context.

### **Landscape Design**

- Retain existing tree stands and keep slope modification to a minimum.
- Make the transition from private land to public or common spaces as natural as possible.
- Replant and re-landscape with indigenous materials to create a gradual transition from the structures to the natural landscape.
- Eliminate formal landscaping or minimize it and restrict it to the immediate vicinity of the buildings.

### **Forms/Space**

- Recognize appropriate proportion, massing and scale.
- Indicate artful and functional organization of building and site elements.
- Relate projects to adjacent land uses.
- Produce buildings which fit well into a Rocky Mountain setting.

### **Roofs**

- Provide shelter against elements and create a logical building cover.
- Integrate roof design with building form.
- Make roofs the predominant visual element in the built environment of the project.
- Design roofs to hold snow through the winter.

### **Building/Construction Detail**

- Demonstrate pride in design and craftsmanship.
- Use available natural materials.
- Bring a clear sense of order and hierarchy to buildings and sites.
- Be creative, imaginative and inventive.
- Be technically and scientifically aware and energy conscious.
- Recognize wisdom of traditional mountain building forms and systems of construction.

### **Materials**

- Use natural materials, especially those indigenous to the mountain setting.
- Use materials to create a sense of permanence.
- Use real materials not imitations.
- Limit the number of different materials.
- Be resource conscious.

### 3.0 DESIGN GUIDELINES

#### 3.1 General

The quality of Granite Ridge as a resort community and place to live will be strongly influenced by the quality of its residential architecture.

These guidelines specify the details for the major architectural forms which will influence the visual quality of Granite Ridge. Within the general forms prescribed in this guide, a vast array of design opportunities will allow the development of rich, residential architecture which will reflect favorably upon individual owners and the community as a whole.

Roof forms and construction details are recommended as the result of extensive experience in maintenance of snow in mountain environments. Cold roofs or super insulated warm roofs will allow the accumulation of snow pillows on roofs which will be easy to maintain individually and will contribute to a soft winter landscape with roofs and land blending.

Landscaping and site improvement details will create a smooth transition from the undeveloped, wilderness, public landscape to developed, private residential sites.

For each single family lot, a building envelope has been identified. These envelopes have been selected to optimize:

1. Views
2. Access to skiing
3. Visual screening
4. Use of existing vegetation
5. Access
6. Ease of construction due to topography
7. Setback requirements
8. Avoidance of physical building constraints, including slope, drainage, soils and preservation of significant trees
9. Solar exposure.

Site improvement guidelines are directed to the improved portions and building envelope of each lot. Site improvements, earth grading, or landscape alteration outside of building envelopes should be minimized.

#### 3.2 Architecture

##### 3.2.1 Roofs

###### 3.2.1.1 Roof Slopes

All major roofs shall have pitches between 5:12 and 8:12. These pitches are deemed necessary to:

- a. Ensure general continuity of design
- b. Retain snow
- c. Preserve human scale in buildings

Major roofs with greater or lesser slopes will be prohibited unless a compelling

reason is presented to the Design Review Committee along with a variance request.

### 3.2.1.2 Roof Construction

Cold roofs, which incorporate super insulation (greater than R-50) and maintenance of snow accumulation, are encouraged. Roof construction must incorporate the cold roof concept with air space, vented to the outside, on the underside of the roof cladding. The combination of roof design and the abrasive character of the roof materials must be sufficient to prevent snow from sliding.

### 3.2.1.3 Roof Shapes

Gable roofs, partial hip roofs, and full hip roofs will be permitted at Granite Ridge. Mansard roofs, false mansard roofs, gambrel, joined shed, curvilinear, A-frame, and domed roofs will not be permitted.

In most cases, roofs should not descend closer than seven feet from the ground. The roof should clearly provide a cover for the building and should not substitute for a wall as in the A-frame design approach. Sloped roofs descending from the main ridge beam must have the same pitch on either side of the beam.

### 3.2.1.4 Roof Overhangs

In mountain environments especially, roof overhangs protect walls and wall openings from rain and snow and contribute to the building's character. Roofs should overhang walls a minimum of 36". Roofs flush with walls will not be permitted.

In connection with each application, the project architect should present a snow management plan which delineates snow storage areas and snow shedding areas. All entrances and routes thereto must be fully protected and clearly defined. Dormers may be used to deflect snow away from traveled pedestrian areas. Consideration of formation of icicles must be incorporated into the roof plan and plan for entrances and circulation around the building.

### 3.2.1.5 Roof Surfacing Material

Because of the extensive elevation changes which exist between building sites at Granite Ridge, roof structures will be highly visible and will constitute the most important element of the manmade environment. As outlined above, cold roofs are encouraged with abrasive materials with pitches that will retain snow. As a result, during winter months, retained snow will serve to soften the visual impact of roof materials. On the other hand, appropriate roof colors that blend into the landscape will be very important during the summer.

The following roof materials are encouraged:

- a. Fire-resistant wood hand split shakes
- b. Fire-resistant wood resawn shingles
- c. Concrete or composite tiles with approved color and abrasive qualities

The following roof materials are permitted:

- a. Asphalt-composition shingles, consistent tone
- b. Sod roofs with irrigation plan

Depending on the site, certain metals may be permitted. However, they are discouraged and are particularly inappropriate for major roofs. Use of metal roofs should be discussed at the pre-application stage.

#### 3.2.1.6 Roof Appurtenances

Roof appurtenances including dormers, clerestories and skylights create interesting, attractive interior spaces. Their location on the roof is critical to avoiding an over decorated, visually confusing appearance.

Approved Roof Appurtenances:

- Dormers can be of a shed, gable or hip form. Dormers can be placed at the roof eave or within the field of the roof.
- Ornaments, in general, such as finials, scroll work or ridge, barge and eave boards, or decorative turrets are discouraged.
- Snow diverters or clips should be designed as an integral part of the roofscape.
- Rooftop access stairways, elevator shafts, vent shafts, and mechanical equipment areas, shall be confined within the roof. Antennae on roof ridges will not be permitted and should be unnecessary due to centralized cable TV service.
- Skylights can be placed flush against the roof or up to three feet above the roof's surface. Skylights higher than three feet above the roof or placed at an angle to the roof should be avoided. Also, skylights should not extend to the eave line.
- Chimneys with wood, stucco, concrete and masonry finished flush will be permitted. Flat tops are preferred and side venting of the flue (with a flat cap and spark arrestor) is recommended. Exposed metal chimneys are not permitted.
- Clerestories should be placed within the field of the roof.
- Solar collectors shall lie flat on the plain of the roof. Collectors which are angled with supports will not be permitted. (See Section 3.2.2 for an alternative location for solar collectors.)

#### 3.2.2 Lower Wall Design

The lower portions of exterior walls should be protected from extreme weathering and staining as a result of snow accumulation. Snow accumulation will vary throughout Granite Ridge depending on location and solar exposure. In general, the lower three to six feet of exterior walls should be surfaced in materials such as concrete block with stucco finish, concrete formed with rough timbers, concrete with exposed aggregate, or stone. Under no circumstances should lower walls be surfaced with wood or plywood, aluminum or plastic siding, asphalt composition, transite, tiles or brick. However, solar collectors may be located near ground level if integrated into the structure at a location that is not visible from off of the lot.

#### 3.2.3 Upper Wall Materials

The upper wall materials should convey a sense of human scale, warmth and well

crafted construction. Material choices should reflect the rural setting of the valley rather than urban or industrial values. The upper wall may differ from the lower wall or be of the same material. The following materials may be used for upper walls:

1. Stone
2. Concrete formed with rough timbers
3. Concrete finished with a stucco dash coat (or modern equivalent such as Dryvit)
4. Wood shingles or wood siding
5. Logs
6. Stucco on wood framing

The upper walls may not be made of the following materials:

1. Brick
2. Ceramic tile
3. Plastic siding
4. Aluminum siding
5. Steel siding
6. Simulated stone or brick
7. Asphalt or hardboard siding

#### 3.2.4 Number of Wall Materials

Use of multiple wall materials can lend visual interest to a building. Too many materials can create a garish appearance which allows building to compete with and visually overpower their surroundings. Walls at Granite Ridge may consist of from one to three materials.

#### 3.2.5 Wall Openings

Window, door and porch openings are an important part of a building's appearance and character. While rich ornamentation of openings is not required or recommended, windows and doors should be logically situated in the building form. Windows and doors should function as individual openings rather than continuous horizontal or vertical bands.

#### 3.2.6 Colors

Exterior wall colors should harmonize with the landscape of the site and surrounding buildings. Colors should respect the legacy of the region and Rocky Mountain rural color schemes. Warm earth tones in paint or stain will be encouraged.

Bright or dramatic colors may be used to accent or highlight building features in a subtle way, but may not be applied to the majority of the building's surface.

As outlined in the review process, color boards and samples may be required by the Design Review Committee for review prior to approval.

#### 3.2.7 Window Materials

Windows must be constructed of wood, be wood covered or metal coated with an approved finish. Metal, vinyl clad windows will be permitted subject to color review.

#### 3.2.8 Door Openings

Door openings should be protected from wind and overhanging snow or drifting snow.

Protected entryways communicate a strong sense of orientation and will be encouraged.

### 3.2.9 Wall Appurtenances

Wall appurtenances can help enhance the functioning of windows and doors and lend visual interest to the building facade. However, wall appurtenances should not be overstated or overdecorated.

Painted, relief or trimmed design work is not recommended. Where it occurs, it should be confined to wall surfaces which are not in public view.

Shutters should be operable and made of wood. Fake shutters will be discouraged.

Bay windows will be permitted, but should be designed in a straightforward, direct manner.

### 3.2.10 Building Height

Single family residences and all other buildings shall be restricted in height to 30' above original grade, as measured and defined by the Teton County Land Use Regulations. Height measurements shall be presented by the designer to the Design Review Committee at the schematic design and design development phases.

### 3.2.11 Building Size

The principal residence shall have a minimum floor area of 2,500 square feet of habitable space. A maximum total floor area of all buildings on a particular lot has been specified for each lot in the Covenants. In no case shall the maximum or minimum requirements of the Covenants be exceeded. In addition, all buildings shall be sized appropriately for the site, and there is no guarantee that the maximum floor area can be achieved.

## 3.3 **Site Planning**

### 3.3.1 Building Siting

Every building shall be located entirely within the building envelope, except that minor encroachments may be permitted for eaves and other portions of a structure as specified in paragraph 6.e. of the Covenants.

Building siting shall be responsive to existing features of terrain, drainage patterns, rock outcroppings, vegetation, views, solar exposure and skiing circulation.

Landscaping and grading for any site shall interface with all adjacent properties. The designer shall indicate the means of accomplishing this interface in the landscape plan.

### 3.3.2 Grading

Grading requirements resulting from development shall be designed to blend into the natural landscape. Cuts and fills should be feathered into the existing terrain, within the property boundary. Retaining walls and cribbing should utilize natural materials such as wood timbers, logs, rocks and board-formed or color-tinted concrete. Slope of cut and fill banks should be determined by soil characteristics for the specific site to avoid erosion and promote revegetation opportunities, but in any case should be limited to a maximum of 2:1 slope.

### 3.3.3 Drainage

Drainage patterns within the site should be modified as little as possible. Storm drainage shall not connect into the sanitary sewer system. Runoff from impervious surfaces such as roofs and pavement areas shall be directed to natural or improved drainage channels or dispersed into shallow sloping vegetated areas.

### 3.3.4 Service and Storage Areas

Trash containers, utility tanks, storage of patio furniture, and maintenance and recreational equipment shall be screened from the view of the public and adjacent property owners. Trash containers shall be inaccessible to wildlife. Walls enclosing these areas shall be compatible with the materials and integral with the forms of the residence.

### 3.3.5 Utilities

All utility lines at Granite Ridge will be installed underground. Connections from trunk lines to individual structures must also be underground. Sewage disposal systems must be installed pursuant to the regulations of the Teton Village Water and Sewer District. No individual septic tanks, leachfield systems or wells are permitted except for a septic tank or pump storage tank necessary for a sewage lift station. No exterior antenna or satellite dish will be permitted without approval by the Design Review Committee.

### 3.3.6 Driveways

Driveways should reflect a residential scale and be smaller in dimension and softer in appearance than the common roadway that provides access to the lot. Choice of driveway materials should provide a sensible response to climate, grade, and drainage characteristics of the lot. Driveways within site boundaries and connecting to the paved portion of any street (including the construction of any culverts, landscaping, maintenance and snowplowing areas that may be necessary) are the responsibility of the owner. Maximum driveway grades shall not exceed 5% for the first 20 feet from the roadway, and shall not exceed 12% elsewhere without written approval of the Design Review Committee. Driveway and parking surfaces may be asphalt, gravel, concrete, unit pavers, or cobbles.

Recommended driveway locations are indicated on the Granite Ridge Final Plat. These were selected to provide reasonable access while minimizing grading. These access and driveway locations shall be used unless an alternative location is shown to have less impact on the site or another compelling reason is accepted by the Design Review Committee.

### 3.3.7 Parking

Site design should accommodate adequate space for off-street parking for residents and guests for each residence. A minimum of two outdoor spaces and one garage space per residence will be required. Parking should be designed and landscaped so that it is screened from view from off of the lot. More spaces may be required by the Design Review Committee for larger structures and a general rule of one space per bedroom will be utilized.

### 3.3.8 Signs

All signs must have written approval of the Design Review Committee. All lots must have street number signs located at the driveway entry, high enough to be visible

above the snow and located out of the way of snow plows. The homeowner's name may be included on the street number sign. Signs shall not exceed two square feet in total area.

### 3.3.9 Exterior Lighting

The key to exterior lighting is understatement. Lighting shall be used only in areas of pedestrian activity or vehicular traffic. Indirect lighting should be used wherever possible. Exterior lighting shall not be installed where its direct source is visible from neighboring properties or where it produces excessive glare to pedestrian or vehicular traffic. The use of other than white or pale yellow exterior lights will require written approval of the Design Review Committee, except for colored lighting used as Christmas decoration. It is recommended that a professional lighting designer be consulted.

### 3.3.10 Landscaping and Plant Materials

The landscape design objective for Granite Ridge is to fit buildings into the existing forest setting. Lawn areas will be permitted only in limited "accent" spaces. Expansive irrigated lawns of drought intolerant grasses will not be permitted. Ornamental and incongruous plant materials shall be discouraged.

Landscape scale and overall landscape design shall be developed so that one senses that new vegetation is integral with the natural mountain landscape and the inherent form, line, color and texture of the local plant communities. New planting should use plants that are indigenous to Granite Ridge or to the Rocky Mountain region and should be located to extend existing canopy edges or planted in natural looking groups. Ornamental plants are recommended only for locations directly adjacent to building masses or in courtyards. Opaque plantings at traffic intersections are not permitted. Plant materials used for erosion control shall establish immediate surface stabilization to prevent soil erosion. Diverse, self-sustaining plant species will be used to provide 80% surface cover within one growing session.

No trees or other vegetation shall be removed from any lot without a development permit. In addition, no tree greater than 12" DBH (diameter at breast height) shall be removed without the specific approval of the Design Review Committee. Tree removal may be approved when it meets the following criteria:

1. When clearing is limited to enhance specific views;
2. When clearing is limited in extent to gain solar access;
3. When clearing will not create a visual impact on adjacent owners;
4. When clearing will not create adverse impacts off-site; in particular visual impact to the east of the property shall be minimized.

## 4.0 REVIEW PROCESS

### 4.1 Design Review Committee

The Granite Ridge Design Review Committee derives its existence and authority from the Declaration of Covenants, Conditions and Restrictions for Lots 1 through 38 of Granite Ridge, a Subdivision of Teton County, Wyoming.

The Design Review Committee shall consist of five regular members plus alternates. At least one member and a second member or one alternate shall be members of the Board of Directors of the Granite Ridge Homeowners Association. One member and one alternate shall be architects licensed to practice in the State of Wyoming. Until December 31, 1999, all appointments to the Design Review Committee shall be made by the Granite Ridge Development Corporation. After December 31, 1999, all appointments to the Committee shall be made by the Granite Ridge Homeowners Association Board of Directors. However, a representative of the Granite Ridge Development Corporation shall serve as one regular member until December 31, 2004.

The Committee shall meet based on an established schedule subject to the level of design review required. Owners or their representatives may call to schedule items on the agenda by calling 307-733-3989 and applicants will be notified of scheduled times. The agenda will be closed at 5:00 p.m. two days prior to the scheduled meeting.

### 4.2 Review Process and Issuance of Development Permits

Any development, including any alteration of the natural land surface or vegetation, on any lot or on the common area lot shall be in conformance with the Covenants, including these Design Guidelines. A development permit issued by the Board shall be required before the commencement of any development on any lot. The Board shall issue development permits only after submittals have been reviewed and approved by the Design Review Committee. Approval of submittals must have the affirmative vote of the architect member plus two other members of the committee.

### 4.3 Review Sequence

The review sequence set forth herein is to be used for approvals of single family residences and accessory buildings. The information and review process required for review of minor site improvements and building modifications will be determined by the Design Review Committee based on the magnitude and potential visibility of the improvement. The Design Review Committee shall determine what constitutes minor site improvements on a case by case basis.

#### 4.3.1 Informal Pre-application Conference

Prior to submitting a plan to the Design Review Committee an owner/applicant should confer with the Committee to obtain information and guidance. The purpose of such a conference is to permit the applicant and the members of the Committee to review informally the proposal before substantial commitments of time and money are made for architectural design. Any preliminary approval or disapproval shall be for informational and guidance purposes only and shall in no way bind the Design Review Committee. Topics of the discussion may include, but are not limited to:

##### 4.3.1.1 Review of the planning process and criteria used to create the Granite

Ridge plan and location of the building sites.

4.3.1.2 Review the design objectives and design criteria for the specific lot and for the project in general.

4.3.1.3 Review the characteristics of the lot and surrounding area.

4.3.1.4 Review and discussion of the significant natural features of the lot to be preserved.

4.3.1.5 Review and discussion of significant architecture and design features of surrounding structures.

4.3.1.6 Review of specific guidelines which will apply to the residence.

4.3.1.7 Technical questions about building expenses at Teton Village and climatic or code applications.

#### 4.3.2 Schematic Design Review

The first review of the proposed plan will be at schematic or conceptual design. This review has been established to provide the Design Review Committee and owner an opportunity to discuss the design concepts early in the design process before a significant amount of time and money is spent on architecture.

The schematic design review will focus on the following issues:

4.3.2.1 Determine that the proposed building and site uses are within the appropriate buildable areas of the lot.

4.3.2.2 Determine that the architecture is sited and designed to blend into the landscape and follow the profile of the site and that the transition between the building and the surrounding landscape has been designed to accomplish the intent of the design objectives and guidelines.

4.3.2.3 Determine that the roofs, massing, colors, tones, building materials, landscape materials and other site and architectural improvements are consistent with the design objectives and guidelines.

4.3.2.4 Determine that no part of the building will be readily visible from that portion of State Highway 390 due east of Granite Ridge.

#### 4.3.3 Design Development Review

The second review will be of design development plans to confirm that the detailed design is consistent with the plans approved at the schematic phase. Additional reviews will be required if design concepts are changed and are found unacceptable by the Design Review Committee. At the end of the Design Development Review, the Design Review Committee shall vote to approve or not approve the proposal.

#### 4.3.4 Construction Documents and Check of Conformance

The final review will be of construction plans and monitoring the building during the construction period as follows:

4.3.4.1 Determine that the construction is consistent with the plans approved by the Design Review Committee.

4.3.4.2 Review the construction activity to minimize the off-site construction impacts on the surrounding residents.

4.3.4.3 Check construction progress relative to the construction schedule.

#### 4.4 **Submission Requirements**

##### 4.4.1 Schematic Design

The schematic design submission is the first stage of review. The applicant shall file an application for schematic design approval with the Design Review Committee that includes the following:

4.4.1.1 A site plan of the lot at a scale of at least 1"=20' showing: lot, easement and building envelope boundaries; recommended driveway centerline; location of buildings within the lot; driveway alignment, surfacing, and lighting; existing topography, vegetation, drainage and other relevant site features; location and design of outdoor use areas including arrival areas, parking, and outdoor living areas; location of sewage pump station, if required; a schematic landscape plan; and a schematic grading plan showing existing and proposed contours and vegetation to be disturbed.

4.4.1.2 Architectural plans at a scale of 1/8" or 1/4" showing the building floorplan and floor elevations of various building levels.

4.4.1.3 Appropriate elevations, sections, sketches or models demonstrating how the building fits the site, blends into the vegetation edges, has minimal impact when viewed from State Highway 390, and is consistent with the design objectives and guidelines.

4.4.1.4 Color and material samples for buildings, walls and roofs.

4.4.1.5 Three dimensional study model at 1/16" scale of the proposed building with surveyed trees depicted.

4.4.1.6 Surveyed locations of all trees greater than 12" DBH.

4.4.1.7 On the lot itself, marking and flagging of lot, building envelope and easement boundaries; recommended driveway centerline; and utility locations; all by a registered surveyor.

The applicant shall submit to the Design Review Committee not less than three (3) sheets of all required documents for the schematic design submission.

When the submission is certified complete in writing by the Design Review Committee, the committee shall have fourteen (14) days thereafter within which to review and familiarize itself with the submission. Within this fourteen (14) day period, the Committee shall notify the applicant of a date for a meeting with the applicant and his representative. This meeting shall be held not less than fourteen (14) days after the date on which the submission is certified complete by the Design Review Committee.

The meeting shall be held at a date, time and location as is reasonably determined by the Design Review Committee, after consultation with the applicant. In the event the applicant is unable to attend the meeting and desires to do so, the applicant may postpone the meeting to a date, time and location mutually convenient to the applicant and the Design Review Committee. An applicant need not be present for the

Committee to act on an application before it.

Before the Committee shall approve any schematic design application, the applicant must demonstrate and the Design Review Committee must find that:

- a. The proposed buildings and improvements are within the building envelope or are otherwise in conformance with these Covenants.
- b. The architecture is sited and designed to blend into the natural, existing features of the property and that the transition between the building and the surrounding natural landscape features has been designed, without dependence on new vegetation, to hide, screen or diminish the visual impacts of the proposed building.
- c. The buildings shall provide a horizontal profile and a change of elevation that follows the contours of the land as described in these Design Guidelines.
- d. The colors and tones and materials shall be consistent with these Design Guidelines.
- e. The site plan preserves significant, existing trees to the maximum degree practicable.

The Design Review Committee shall approve only those submissions it finds to be in conformance with the provisions and intent of these Guidelines and the Covenants and may approve the proposal with conditions that it finds to be necessary to insure compatibility with the provisions of these Guidelines and the Covenants. The Committee's approval may specify any additional information to be included in any subsequent submission. The Committee may return the submission to the applicant for modification or further study if it finds there is insufficient evidence to make the above required determination. Such a return, for the purpose of any time periods required by these Guidelines and/or the Covenants, shall be deemed disapproval. In the event the Committee fails to take any action within sixty (60) days after the Committee meeting, then all of such submitted plans shall be deemed approved.

Approval of the schematic design submission by the Design Review Committee shall not constitute acceptance or approval of any required subsequent submission. If after one year of the schematic design approval, reasonable grounds exist to withdraw the approval, the Design Review Committee may do so.

#### 4.4.2 Design Development

The design development submission is the second stage of the review process. The applicant shall file a design development submission with the Design Review Committee that includes the following:

- 4.4.2.1 *Site Plan* of the lot at a scale of at least 1"=20' showing:
1. Proposed building footprint
  2. Utility locations
  3. Existing vegetation (any trees larger than 12" DBH are to be noted on the survey)
  4. Existing and proposed grades (2' minimum interval)
  5. Limit of site disturbance
  6. Drainage
  7. Proposed driveways, walks, decks, retaining walls, and any other proposed improvements

4.4.2.2 *Floor Plans* (scale 1/8"=1'0" minimum) showing:

1. Room dimensions
2. Door and window locations and sizes
3. Location of mechanical and electrical systems

4.4.2.3 *Footing and Foundation Plan* (scale 1/8"=1'0" minimum)

1. Site elevations of footings
2. Breaks in elevation (stepping)

4.4.2.4 *Elevations* (scale 1/8"=1'0" minimum) showing:

1. The exterior appearance of all elevations labeled in accordance with the site plan
2. Height of chimney as compared with the ridge of the roof
3. Natural and finished grade for elevations of all views
4. Description of all exterior material, colors, and finishes (walls, roofs, trim, chimneys, windows, doors, etc.)
5. Shadow patterns and material textures

4.4.2.5 *Building Sections* (scale 1/8"=1'0" minimum) showing:

Building walls, floors, interior relationships, finished exterior grade and any other information required to describe the interior/exterior relationships of the building.

4.4.2.6 *Sketches or Model* (scale 1"=20' minimum) showing:

Building massing, form, openings and relationship to the surrounding site. The sketches or model will be used to review the image of the proposed building from the important viewpoints adjacent to the site, and in particular when viewed from State Highway 390.

4.4.2.7 *Details*

Design details required to sufficiently describe the design of the building.

4.4.2.8 *Landscape Plan* (scale 1"=20' minimum) showing:

1. Proposed grading plan with spot elevations and a minimum of 2' contour interval;
2. Drainage plan required for drainage control including rim and invert elevations for all drains and culverts;
3. Irrigation plan if proposed;
4. Planting plan with proposed plant materials indicated according to common and botanical names and size;
5. Seeded areas;
6. Location of decks or patios, service yards, driveways, other freestanding structures, etc.;
7. Location and detail of all outdoor lights.

4.4.2.9 *Vegetation Protection and Revegetation Plan* showing the means and time schedule by which the protection of existing vegetation and the prevention of erosion will be addressed during and after construction, including any of the following that are appropriate for the site in question:

1. Tree and vegetation protection including construction fence location;

2. Placement and type of perimeter filters;
3. Water control methods;
4. Spoil storage and stabilization measures;
5. Landscaping methods;
6. Seed and fertilizer types, application rates and methods;
7. Mulch type, rate of application and stabilization methods;
8. Type and location of any permanent or temporary irrigation to be used.

4.4.2.10 *Specifications.* Specifications or color boards are to be provided as necessary to describe the following items:

1. Exterior wall materials and colors;
2. Roof materials and colors;
3. Chimney materials;
4. Exterior lighting fixtures.

The applicant shall submit to the Design Review Committee not less than three (3) sets of all required documents for the design development submission. The Committee shall review the submission for completeness and may request additional information if the submission does not contain necessary information to show conformance with the provisions of the schematic design approval, and the rules and regulations of the Design Review Committee and the Covenants.

When the submission is certified complete by the Design Review Committee, the Committee shall have fourteen (14) days thereafter within which to review the application to determine if the design development submission is in substantial conformance to the schematic design plan and conditions of the schematic design approval and notify the applicant of the findings. If a meeting is required to review the findings, it shall be held at a date, time and location mutually convenient to the applicant and the Design Review Committee. An applicant need not be present for the Committee to act on an application before it.

Before the Design Review Committee shall approve any design development submission, the applicant must demonstrate and the Committee must find that the design development submission is in substantial conformance with the schematic design and with any condition of the Committee's approval of the schematic design submission and to show resolution of any technical problems raised by the schematic design submission.

In the event the Design Review Committee fails to take any action within sixty (60) days after the Committee meeting or, when no meeting is scheduled, within seventy-four (74) days after the submission is certified complete, then all such submitted plans shall be deemed approved.

#### 4.4.3 Construction Documents and Construction

From and after the time an applicant receives design development submission approval, the applicant may proceed toward commencement of the proposed improvements, provided however that improvements shall strictly conform to all the requirements and provisions of the design development submission. After receipt of design development submission approval an applicant shall submit a set of construction documents to the Design Review Committee. The construction documents shall be reviewed by the Architect member, and if they are found to be in conformance with the design development approval, the Board shall issue the development permit. An applicant must receive the development permit prior to commencement of construction.

In addition, prior to commencement of construction, the applicant shall install a temporary construction fence delineating the limits of the immediate building site and construction area. The enclosed area shall be as small as practicable in order to protect the existing vegetation. This fence may be of wire bound wood slat or "snow fencing" material. Contractors shall be prohibited from construction activity or site disturbance outside this fenced area. The fencing must be reviewed and approved, in the field, by the chairperson of the design review committee or his or her designated representative before construction may commence.

Any members of the Design Review Committee may, from time to time, review construction progress to determine:

- a. Construction is consistent with the plans approved by the Committee.
- b. Off-site construction impacts on the surrounding residents are minimized.
- c. Construction progress conforms to the construction schedule.
- d. All construction activity is within the construction fence.

In the event construction differs in any material or significant fashion from the design development submission approval, after notice to the owner and a hearing at which owner shall be entitled to be present to determine whether a violation of the approvals have occurred, which hearing shall be held not more than seventy-two (72) hours after the discovery of the violation or as soon thereafter as is reasonably practicable, the Design Review Committee, if it determines that a significant and/or material deviation from the approved plans has occurred, may withdraw its approvals. If the approvals are withdrawn, the Board shall void or suspend the development permit. In such case the Design Review Committee or the Declarant(s) or William B. Resor or the Board shall be entitled to exercise such remedies it may have under the law and/or which may have been granted to it pursuant to these Design Guidelines and/or Covenants.

## **5.0 MISCELLANEOUS**

### **5.1 Records**

The Design Review Committee shall appoint a secretary, who may or may not be a member of the Committee, to keep a record of all Committee meetings and actions. An official copy of such records shall be filed with the records of Granite Ridge Homeowners Association.

### **5.2 Amendment to Design Guidelines**

These guidelines may be amended at any time by the unanimous vote of the Design Review Committee, provided however, no amendment before September 7, 2014, shall be effective unless approved by the Granite Ridge Development Corporation or its appointed representative.

### **5.3 Variance Process for Design Guidelines**

This process is for the variance of the Design Guidelines only and not for the variance of the main body of the Covenants. The Design Review Committee shall have the power, where there are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the Design Guidelines or where creative alternative design solutions are proposed, to vary or modify the applications of these guidelines relating to the construction or alteration of buildings or structures, so that the spirit of the Design Guidelines and the Covenants governing the Design Guidelines will be observed, safety and welfare secured and substantial justice done.

The affirmative vote of the architect member plus two other members of the Design Review Committee shall be necessary to grant a variance under the provisions of this Section.

Before a variance shall be granted, the Committee shall make a finding that the conditions in this Section are satisfied by evidence supplied to the Committee by the applicant for the variance and that the variance is the minimum variance that will make possible the reasonable use of the land, building or structure.

The Committee, in granting a variance, may prescribe appropriate conditions and safeguards in conformity with the Design Guidelines and the Covenants; and a violation of these conditions and safeguards shall be deemed a violation of the Design Guidelines and the Covenants.

The following shall be considered valid reasons for granting a variance:

- a. That the special conditions and circumstances do not result from the actions of the applicant.
- b. That special or extraordinary circumstances apply to the subject property that do not apply to other building sites at Granite Ridge.
- c. That the granting of a variance recognizes a creative and positive design solution and the variance will not adversely affect the intent and purpose of the Design Guidelines and Covenants of Granite Ridge.

d. That the design solution proposed by the applicant is as good as or better, given the underlying intent and purpose of the Design Guidelines, than that provided for in the Design Guidelines.

The Design Review Committee may request such additional documentation, reports and other documentary evidence from the applicant as it deems necessary to process the variance application. It shall be the duty of the applicant for development approval to request a variance from the Design Review Committee if such is necessary as a result of the applicant's development proposal. If an application is submitted to the Design Review Committee that does not request a variance and varies from the requirements of the Design Guidelines the Committee shall deny such application. If a variance is properly requested, it shall be processed in conjunction with the processing of the entire Design Review application. If a variance and the application of which it is a part are approved by the Design Review Committee, then the development permit subsequently issued by the Board shall specifically include and describe the variance.

#### 5.4 Fees

The Design Review Committee shall collect the following fees:

Pre-Application Conference	No Fee
Schematic Design Review	\$200.00
Design Development Review	\$500.00
Construction Review	No Fee
Variance Request	\$200.00

Upon the recommendation of the majority of the Design Review Committee, the Board may change the fees or establish additional fees.