

**SECRETARY'S CERTIFICATE --
Adoption of Restated and Amended Covenants**

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| RELEASED | <input type="checkbox"/> |
| INDEXED | <input checked="" type="checkbox"/> |
| ABSTRACTED | <input checked="" type="checkbox"/> |
| SCANNED | <input type="checkbox"/> |

The undersigned Secretary of the Gros Ventre West Association, a Wyoming nonprofit corporation, hereby certifies as follows:

1. I am the Secretary of said Association and am duly acting as such.
2. This 2009 Restated and Amended Declaration replaces in their entirety the Declaration recorded with the Clerk of Teton County, Wyoming on October 5, 1976 in Book 51 of Photo, pages 50 to 58, the Restated Declaration recorded on November 21, 1989 in Book 218 of Photo, pages 596 to 604; the Restated Declaration recorded on January 14, 1997 in Book 329 of Photo, pages 1174 to 1187 and any subsequent amendments and supplements thereto.
3. The recordation of this 2009 Restated and Amended Declaration has been duly authorized by the requisite number of record owners of the subject property, and all amendments to the original Declaration(s) which are reflected in this Restated and Amended Declaration have been duly authorized by the requisite number of record owners of the subject property pursuant to the applicable prior Declarations.

IN WITNESS WHEREOF, I have duly executed and delivered this instrument effective as of the 2nd day of November, 2009.

GROS VENTRE WEST ASSOCIATION

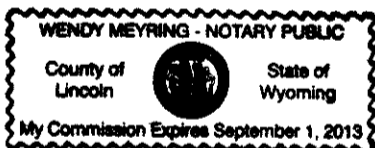
By: Judith P. Schmidlapp
Secretary Judith P. Schmidlapp

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

GRANTOR: GROS VENTRE WEST ASSOCIATION
GRANTEE: THE PUBLIC
Doc #763113 bk 744 pg 149-160 Filed At 15:34 ON 11/12/09
Sherry L. Dalgie Teton County Clerk fees: 87.00
By Nichele Fairhurst Deputy

The foregoing instrument was acknowledged, subscribed to and sworn to before me by JUDIE P. SCHMIDLAPP, duly acting as Secretary of the Gros Ventre West Association this 2nd day of NOVEMBER, 2009.

WITNESS my hand and official seal.



Wendy Meyring
Notary Public

(seal)
My commission expires:

**2009 RESTATED AND AMENDED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
THE GROS VENTRE WEST SUBDIVISION
IN
TETON COUNTY, WYOMING**

August 26, 2009
Jackson Hole, Wyoming

Cover Page 1

**2009 RESTATED AND AMENDED DECLARATION FOR
THE GROS VENTRE WEST SUBDIVISION**

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Certificate of Adoption

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**2009 RESTATED AND AMENDED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
THE GROS VENTRE WEST SUBDIVISION
IN TETON COUNTY, WYOMING**

The Area subject to this **2009 Restated and Amended Declaration of Covenants, Conditions and Restrictions** includes all of the Gros Ventre West Subdivision, located in Teton County, Wyoming, which is described as follows:

All of the **Gros Ventre West Subdivision** recorded as Plat No. 288, on October 5, 1976 in the Office of the Teton County Clerk, which is secondarily described as follows: the S½ SW¼ of Section 19 and the N½ NW¼ of Section 30 of T41N, R116W, Teton County, Wyoming and

All of the **Gros Ventre West Subdivision Second Filing**, recorded as Plat No. 331 on February 21, 1978 in the Office of the Teton County Clerk, said subdivision is a portion of the S½ SE¼ of Section 19 and the NW¼ NE¼ of Section 30, T41N, R116W, Teton County, Wyoming, which includes all lots within said Second Filing including the RePlat described as the **Gros Ventre West Subdivision Third Filing** according to the applicable plat recorded with the Clerk of Teton County, Wyoming.

This instrument amends and restates in its entirety the 1996 Restated and Amended Declaration of Covenants, Conditions and Restrictions for the Area recorded with the Clerk of Teton County, Wyoming on January 14, 1997 in Book 329 of Photo, pages 1174 to 1187. Structures and improvements properly approved under prior recorded Declarations will be “grandfathered” even if they do not meet the standards of this 2009 Declaration. References to an “owner” shall mean the record owner(s) of a lot within the Area, including a contract purchase, but excluding anyone having an interest in a lot as security for the performance of an obligation.

The purposes of this Declaration include but are not limited to the following:

- (a) To foster the desirable development and maintenance of the Area,
- (b) To protect and enhance the value of the real property within the Area,
- (c) To provide clarification of property owners’ rights and obligations regarding uses of property within the Area and building requirements within the Area, in addition to the requirements of other authorities such as Teton County government and special districts; and
- (d) To provide for certain maintenance of common properties contained within the Area,

This Declaration is desirable to afford additional protection for the very high scenic, natural and wildlife habitat of the property, and to provide additional valuable protection for future owners of individual

lots.

1. **USE AND BUILDINGS.** All lots within the Area shall be used exclusively for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot within the Area other than the following:

- A. One single-family main dwelling house;
- B. One single-family guest house;
- C. One garage for each such house.
- D. One utility building for the purpose of storage of items incidental to residential use.

2. **SIZE OF BUILDING.** The main dwelling house shall contain no less than 1,800 square feet of enclosed living space. The guest house shall contain no more than 1000 square feet of enclosed living space

3. **BUILDINGS - MAXIMUM HEIGHT.** No building shall exceed thirty (30) feet or two (2) stories in height measured at any cross section of the building from original grade in the highest point of the building not including chimneys or other minor projections. No portion of any building or structure will project more than twenty (20) feet over the ridgeline of the West Gros Ventre Butte

4. **BUILDINGS – ARCHITECTURE, DESIGN AND MATERIALS.** All buildings shall be designed in a character in keeping with the landscape, style and architecture of the Area, in accordance with the Site Committee approval procedures and Design/Contractor Guidelines to be adopted by the Site Committee as provided herein. All improvements shall be of new construction. Pre-built, prefabricated, component or modular construction shall be permitted only upon specific approval of the Site Committee. All exterior materials, finishes, decorations and colors shall require specific approval of the Site Committee, it being the intent that the buildings within the Area blend with the natural surrounding landscape. The exterior of all buildings shall be of suitable material to be specifically approved by the Site Committee.

5. **CONSTRUCTION.** The exterior of all houses and other permitted structures must be completed within twenty-four (24) months after the commencement of construction. Exceptions may be granted by the Site Committee where such completion is impossible due to undue hardship, strikes, fires, national emergency or natural calamities. In the event of an authorized delay, the project must be completed within the allowed extended time.

All construction and contractor activities shall be carried out in accordance with the Site Committee approval procedures and the Design/Construction Guidelines provided for herein.

6. **LANDSCAPING.** In the construction of all improvements within the Area, care must be exercised to minimally disturb the natural landscaping. Within twelve (12) months after the construction or removal of any such improvement, the landscaping shall be restored by the planting of grasses, trees or shrubbery of appropriate character and type in accordance with Site Committee requirements. Native trees (other than deadfall) shall not be removed from any lot without Site Committee approval.

7. **SETBACKS AND BUILDING LOCATION.** No building shall be erected or permitted to remain on any lot less than seventy (70) feet from the front lot line or twenty-five (25) feet from side or rear lot lines without the express approval of the Site Committee, and any variance must be based on special needs which do not unreasonable impact neighboring property. Each neighboring lot owner will be given prior notice, directly on behalf of the owner or by the County, with a reasonable opportunity for their input. The location of all buildings, structures and improvements within a lot shall be subject to the specific approval of the Site Committee.

8. **COMMERCIAL ACTIVITIES PROHIBITED.** No businesses, professions or commercial activities shall be permitted on any lot, with the exception of an artist studio, workshop, private office and such other endeavors not requiring access by the general public, employees, independent contractors or business invitees, in a manner which would adversely impact the neighborhood. No advertising of any service, product or work of art is permitted in the Area. Long term rentals permitted under the Teton County Comprehensive Plan are not considered to be commercial activities. Existing activities as of this date are “grandfathered” but may not be expanded in violation of these restrictions.

The main dwelling house and guest house on any lot may be rented for single-family residential purposes, but not separately.

9. **EXCAVATION AND MINING.** No excavation for stone, sand, gravel or earth may be made on any lot, except for such excavation as may be necessary in connection with the erection of a permitted building thereon. No oil drilling, oil development operations, quarrying or mining operation of any kind shall be permitted within the Area.

10. **PROHIBITED STRUCTURES.** No trailer home, mobile home, tent, camper, basement, garage, outbuilding or any other structure of a temporary or mobile nature, shall be used as a place of residence. Exceptions are small structures used as children’s playhouses and tents, campers or travel trailers used by vacationing guests for periods of time not to exceed two consecutive weeks for a maximum of twice per calendar year. No house trailer, camper trailer, tent, shack or other structure of a temporary nature shall be erected, placed or be permitted to remain on any lot except that it may be used by contractors or owners during the construction of improvements, and recreational vehicles without onsite overnight usage except as noted above. Such structure must be shielded from view by adjacent property owners. The term “trailer home” or mobile home” shall mean any building or structure with wheels and/or axles and any vehicle so constructed to permit its being used for transport upon the public streets or highways and constructed in a manner as to permit occupancy as a dwelling or sleeping place. Further, any such building, structure or vehicle that has been placed either temporarily or permanently upon a foundation is prohibited.

11. **FENCES.** The intent of this Declaration is to maintain the quality of open space within the Area and to permit the ease of movement of wildlife on the Butte. In no event shall wire fences or fences with metal posts be constructed, placed or allowed to remain on any lot. Fences within the Area shall be limited to the following:

1. To enclose any lot or areas on which horses are permitted;
2. To screen patios, swimming pools or other elements directly related to the main structure on the lot; or

3. As specifically approved in writing by the Site Committee

12. **SIGNS AND LIGHTS.**

- a. No signs shall be placed or maintained on any lot within the Area except
 - 1) a sign (not to exceed three square feet) identifying the owner or occupant of a lot;
 - 2) a sign (not to exceed six square feet advertising the premises for sale or rent or open for inspection.
- b. Exterior light must be so arranged so the source of illumination cannot be seen from neighboring properties and to reflect the light away from neighboring properties and from the vision of passing motorists.

The dark night sky and the view of stars is considered a common asset of the subdivision and should be protected and preserved. Light pollution from unnecessary exterior lights should be reduced to a minimum. To accomplish this exterior lights should not be left on when a house is not occupied. Exterior lights that do not illuminate use areas of a home should not be used.

13. **ANIMALS.** No animals or fowl of any kind shall be kept or maintained within the Area except for:

- (1) Household pets, but not more than two dogs per lot;
- (2) Horses, but only in the following areas:
 - (a) Lots No. 40, 41, 44, and 45, and then no more than two horses per lot,
 - (b) On any land within the Area that may be conveyed to the Association or otherwise dedicated for common use of all lot owners for the purpose of pasturing horses, but then not more than three horses per acre. The current common land is five acres.
- (3) Pets should be kept under control and not be allowed to roam freely. Dogs should be prevented from repeated barking in a manner that is disturbing to adjacent residences.

14. **ROADS AND PARKING.** The roads within the Area are dedicated to public use and are subject to the control of the **Gros Ventre West Special Improvement District**. No vehicle, whether motorized or otherwise, shall be parked on the roads within the Area at any time. Except for cars, vans and pick-up trucks, no recreational vehicle or trailer shall be placed, parked or maintained on any lot within the Area unless shielded from view from other lots within the Area. Construction related parking to be allowed per Design/Contractor Guidelines.

15. **NUISANCES PROHIBITED.** No noxious or offensive activity shall be conducted on any lot in the Area, nor shall anything be done or cause to be done which may be or become an annoyance or nuisance to any neighboring property within the Area.

Snow machines, ATVs, motorized dirt bikes and other similar unlicensed motorized vehicles are specifically prohibited from recreational use on subdivision roads and property. It is the responsibility of the lot owners to control those activities of their tenants and invitees.

16. **UTILITIES AND SERVICES.** Under no circumstances shall the paved subdivision roadways be disturbed for installation of water, sewer or utilities or for any other reason, without the express written consent of the **Gros Ventre West Special Improvement District**. All utility and service lines, including but not limited to electric, radio, television, telephone, water and sewer lines, shall be placed beneath the ground. Except for neatly stacked firewood, all above ground fuel storage shall be concealed from the view of persons off the lot on which such storage is located.

Solar panel installation should minimize light reflection directed at other houses.

The burning of trash or refuse on any lot is prohibited except by special permit to be granted by the by the Site Committee. Garbage containers shall not remain in open view at any time except on the day of collection. No trash, brush piles, rubbish, junk, inoperative vehicles of any kind or other unsightly items of property or waste shall be collected, placed or remain on any lot within the Area. The owner or occupant of any lot shall do all things necessary to keep the same in a neat condition and in good appearance.

17. **ANTENNAS.** No exposed television, radio or other communication antenna shall be erected, placed or permitted to remain on any lot within the Area so that it is visible from any other lot, provided that satellite dish antennas for television and data reception and transmission are allowed if located in an unobtrusive location and the dish is no larger than three feet in diameter.

18. **UTILITY EASEMENT.** An easement is hereby granted and reserved for the benefit of the Area, to be located where necessary and reasonable, across land within the Area, as designated on the above mentioned Plats, but no greater than fifteen feet in width, to provide for the installation and maintenance of water, sewer, power and other utilities.

19. **COMBINATION AND SUBDIVISION.** No lot or lots shall be combined or subdivided in any manner except that two contiguous lots, if owned by the same record owner, may be combined as one lot, or the center lot of three contiguous lots may be subdivided in order to enlarge the two remaining lots. Each combined lot shall be treated as one lot for the purposes of applying this Declaration except for the provisions relating to assessments wherein each combined lot shall be considered to consist of a number of lots or portion thereof. The record owner or owners of any such combined lot shall, in writing to be recorded in the Office of the County Clerk of Teton County, Wyoming, elect to have this Declaration so applied, but these requirements

shall be in full force and effect whether or not said instrument is recorded.

20. **WATER SYSTEMS.** The water system is controlled by the **West Gros Ventre Butte Water District**. Other than the common water system for the Area, no water well or other independent water supply works shall be constructed or maintained on any lot. Each lot shall be subject to a fee to hook up to the common water system and to monthly charges for water service as provided by the **West Gros Ventre Butte Water District**.

21. **ROADWAY AND EASEMENT.** The roadway designated on the Subdivision Plats shall be land for the common and mutual use of all lot owners within the Area and dedicated to public use under control of the **Gros Ventre West Special Improvement District**. An easement is granted under and through such roadway for the purpose of installing and maintaining water, electrical, television and telephone and other utility and service lines.

22. **BUILDING PERMIT; DESIGN/CONTRACTOR GUIDELINES.** No improvements of any kind (including but not limited to, buildings, structures, fences, exterior remodeling, grading or significant alteration of the ground) shall be initiated, erected, placed or permitted to remain on any lot unless and until written approval in the form of a Building Permit shall be granted by the Site Committee.

The Site Committee shall have the authority to adopt design/contractor guidelines to carry out the purpose and intent of this Declaration, to protect the property values of lot owners and to promote compatible development. All lot use and development and related contractor activities shall conform to the Design/Contractor Guidelines adopted by the Site Committee, in addition to the provisions of this Declaration. Any lot owner who is notified of a violation of the design/contractor guidelines and fails or refuses to correct such violation within such time as specified by the Site Committee in its notice of violation, shall be subject to fines, and if necessary in its reasonable judgment the Site Committee may request injunctive relief until the violation has been corrected to the reasonable satisfaction of the Site Committee. The violating lot owner is obligated to immediately halt work and to correct such violation and to pay all costs and legal expenses incurred by the Site Committee in connection therewith. The Site Committee design/contractor guidelines may provide for application fees, escrow fees to secure performance during construction, and fines/lien enforcement.

No member of the Site Committee shall be liable to any party for any action or inaction with respect to any provision of this Declaration, provided that such Site Committee member has acted in good faith. No member of the Site Committee shall have any personal liability to a lot owner or any other person or entity under any agreement or transaction entered into by a board member on behalf of the Association.

No Building Permit or other approval for any such improvement shall be granted unless and until the site plans, design plans, building plans and specifications have been submitted in writing for approval to and approved by the Site Committee.

In the event the Site Committee neither approves nor disapproves such plans within forty-five days from the submission thereof, written approval in the form of a Building Permit shall be deemed to have been granted.

The construction, reconstruction, alteration or remodeling of any such improvement as designated above shall comply with the following standard codes and official amendments thereto.:

Uniform Building Code, current edition;
National Plumbing Code, current edition;
National Electrical Code, current edition;
National Fire Protective Association International, current edition

and with such State of Wyoming building and safety codes as may be applicable to the Area.

23. **SITE COMMITTEE.**

(a) **COMPOSITION.** The Site Committee shall consist of five (5) members: Five (5) voting members elected by the property owners in the Gros Ventre West Subdivision and the Gros Ventre West Subdivision Second Filing as provided for in Section 23(b). It is preferable but not mandatory that three (3) of the five (5) members of the Site Committee be year-round residents of the Area. It is preferable but not mandatory that two (2) of the five (5) Site Committee members be members of the Board of Directors of the Homeowner Association. All Site Committee members must agree with the purposes and provisions of these CC&R's and be willing to work for their enforcement. If so desired by the Site Committee, a non-voting Site Committee member may be appointed and removed from time to time; any such advisory member must be a licensed professional. The advisory objective should be defined as related to specific CC&R's. The Committee may pay any such duly appointed professional out of building permit fees received by the Site Committee.

(b) **TERM.** The term of a Site Committee member shall be three years. Every year there shall be held a general Association election of lot owners of record within the Area for the purpose of electing or re-electing. Expiration of terms of Site Committee members shall be staggered. Thus, in the year of adoption, terms to be filled shall be: one one-year term; two two-year terms; two three-year terms. In following years, all vacant positions shall be elected to three year terms. Any vacancy of a member created by death, resignation, incapacity or inability to serve shall be filled by a majority vote of the remaining members to elect a replacement member to fill the unexpired term created by the vacancy.

(c) **AUTHORITY.** The Site Committee shall have the following authority:

- (1) To grant approvals and authorizations as may be required hereunder;
- (2) To enforce the terms and conditions by appropriate action, including fines and legal action;
- (3) To establish and revise Design/Contractor Guidelines, and rules and regulations relating to requirements of this Declaration, all with the power to impose fines and liens for violations.
- (4) To grant variances where it can be shown that strict compliance with the CC&R's and/or the Design/Contractor Guidelines would result in unnecessary hardships to the lot owner because of topography, lot shape,

physical formations, ground conditions and other non-self-inflicted conditions, and when any variance would not be injurious to the rest of the Area. Any variance granted shall be no more than a minimum easing of this Declaration.

- (5) To refer disputes hereunder to binding arbitration, in its sole discretion.

The Site Committee/Board may act upon the affirmative vote of three (3) members, and any such act shall constitute an act of the entire Site Committee/Board.

24. **HOMEOWNERS ASSOCIATION.** A nonprofit homeowners association has been created, Gros Ventre West Association. Every person or entity who is a record owner of a fee interest in any lot shall be a member of the Association. However, any person or entity who holds interest merely as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from ownership of any lot which is subject to assessment. The rights, duties, assessments and other obligations of the Association shall be governed by this Declaration and by the Certificate of Incorporation and Bylaws of the Association. In the event of any inconsistency, the terms of this Declaration shall govern.

The Association shall have all of the powers set forth herein and in the Articles of Incorporation, together with its general powers as a nonprofit corporation, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Articles, Bylaws and this Declaration. The general powers of the Association are limited by the following:

- (1) The common water system used by the **Gros Ventre West and Bar-Y Subdivisions** is governed by the **West Gros Ventre Butte Water District.**
- (2) The roads and easements within the Gros Ventre West Subdivision are governed by the **Gros Ventre West Special Improvement District.**

The Association is a nonprofit organization, and its Board/Site Committee members, committee members and officers are volunteers. They are hereby indemnified by the Association under this Declaration against any liabilities, claims and expenses (including reasonable legal defense costs), in the absence of actual fraud which is proved by clear and convincing evidence.

The Bylaws of the Association are subject and subordinate to the provisions of these CC&Rs.

25. **LIEN OF ASSESSMENTS.** Each lot owner within the Area agrees to pay the Association the following:

- (1) Annual assessments or charges.
- (2) Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as provided in the Bylaws of the Association.
- (3) Any violations of these CC&R's and/or Design/Contractor Guidelines by a Lot Owner or by their tenants or invitees may result in fines of a minimum of \$100 per incident per day against the applicable Lot Owner imposed by the Site Committee as a special assessment. It is the responsibility of the Lot Owners to control activities of their tenants and invitees. Payment of said fines will not relieve the Owner from the responsibility for compliance with these covenants.

The annual and special assessments, together with any accrued interests and costs of collection, including reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with accrued interest and cost of collection, shall be the obligation of the owner of the property at the time when the assessment fell due

26 **DISSOLUTION**. In the event that the Association as a corporate entity is dissolved, a nonprofit, unincorporated association shall forthwith and without further action or notice be formed and succeed to all rights and obligations of the Association hereunder.

27 **AMENDMENT**. These CC&Rs may be modified at any time by the consent of two-thirds (67%) or more of the lot owners of the Area. However, repeal or rescission of this entire Declaration shall require the consent of seventy-five percent (75%) of the then owners of record of the Area.

The Design/Contractor Guidelines will be adopted with these CC&R's, as restated and amended. However, the Site Committee may, at its discretion, amend the Design/Contractor Guidelines. Any amendment(s) require(s) notification to all lot owners. Unless two-thirds (67%) of the lot owners disapprove within forty-five (45) days, the amendment(s) will be adopted.

28 **VALIDITY**. In the event that any provisions of this Declaration shall be held by any court of competent jurisdiction to be null and void, all remaining provisions shall be continued unimpaired and in full force and effect.

* * *