



8/96

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
H-H-R RANCHES
IN
JACKSON HOLE, WYOMING

RELEASED	
INDEXED	
ABSTRACTED	

Grantor: LAZY J A ET AL
Grantee: THE PUBLIC
Doc 0427322 bk 326 pg 535-554 Filed at 4:13 on 10/04/96
V Jolynn Coonce, Teton County Clerk fees: 44.00
By JULIE HODGES Deputy

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Exhibit "A"
Property Description

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
H-H-R RANCHES**

This is a Declaration of Covenants, Conditions and Restrictions made by the undersigned Declarant (the "Declarant") regulating and controlling the use and development of Lots 1-27 (exclusive of Lot 28, which is entirely open space) in H-H-R Ranches in Teton County, Wyoming.

Recitals:

a. Declarant is executing this Declaration as the owner of record of property contained in the H-H-R Ranches in Teton County, Wyoming, as more particularly described in Exhibit A hereto ("the Property").

b. The property is unusually attractive and valuable for residential purposes, and the Declarant desires to establish a general plan for the improvement, development, use and occupancy of the Property, which shall be binding on and inure to the benefit of the present owner and future owners of the Property in order to enhance the value, desirability and attractiveness of the Property, and to be in keeping with the surrounding Jackson Hole area.

NOW, THEREFORE, Declarant hereby declares that the Property, and each portion thereof, shall henceforth be sold, conveyed, used, improved, occupied, resided upon and held subject to the provisions of this Declaration, by Declarant and the subsequent owners thereof, and their respective heirs, personal representatives, tenants, invitees, successors and assigns, all of which provisions are expressed and imposed upon each and every parcel of said property as a servitude in favor of each and every other parcel thereof, as follows:

1. **DEFINITIONS.** The following terms used in this Declaration shall be defined as follows:

a. Board shall mean the Board of Directors of the Association, the nonprofit entity established to administer and enforce this Declaration as set forth herein.

b. Common Roads shall mean the private roadways within the Property which provides access to individual lots.

c. Common Services shall mean the roadway maintenance and snow removal services for the common roads and shared access road, and utility line maintenance and repair services for utility lines located in the rights-of-way of such roads.

d. Development shall mean any alteration of the natural land surface, and all buildings, structures or other site improvements placed on the Property.

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

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

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

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

i. Shared Access Roads shall mean the private roadways which provide access from U.S. Highway 22 and from Fish Creek Road to the boundary line of the Property.

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

k. Building Envelope shall mean the portion of a lot, which is a contiguous area as identified on the recorded plat for the Property, upon which all buildings shall be constructed.

2. **THE ASSOCIATION**. The Association is a Wyoming non-profit Association, "H-H-R Owners Association", which is hereby established for the purpose of administering and enforcing the provisions of this Declaration. The Association may be incorporated by Declarant at any time as a Wyoming non-profit corporation.

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 lot shall be entitled to one (1) membership.

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.

d. Meetings. The members of the Association and the Board of Directors of the Association 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.

3. **BUILDING PERMIT REQUIRED.** No building, structure, road, fence or improvement of any kind shall be erected, placed, altered, added to, reconstructed or permitted to remain on any lot, and no construction activities or removal of trees or other vegetation shall be commenced until a building permit has been issued therefor by the Board.

a. Six sets of plans and specifications for any lot improvement or alteration, including tree removal, shall be submitted to the Board. The plans shall include a site plan indicating the location of the building envelope on the lot and the location of the proposed development. All plans for any building or structure must be sealed and signed by a licensed architect. Sufficient information shall be submitted to demonstrate compliance with all of the requirements of these Covenants.

b. The Board shall review the plans and specifications within thirty (30) days from the submission of complete plans and determine if the proposed use or development conforms to the requirements of this Declaration. If the Board fails to review the plans and specifications within thirty (30) days from the submission thereof, and informs the owner of the Board's decision regarding approval or disapproval, then the plans as submitted shall be deemed to have been automatically approved, provided however, that any development, except as allowed for in Section 4.e, proposed outside the boundaries of the building envelope as designated on the subdivision plat shall be deemed automatically disapproved and denied. The Board shall return one set of plans and specifications.

4. **DEVELOPMENT AND USE RESTRICTIONS.** All development and use of the Property shall conform to the following requirements, and to the rules and regulations and design guidelines promulgated hereunder:

a. Provisions in Addition to County Land Use Regulations and Open Space Easement. Conformity with any and all applicable land use regulations of Teton County (including the recorded Open Space Easement relating to this project) shall be required, in addition to the requirements of these Covenants and the related rules, regulations and design guidelines. In case of any conflict, the more stringent requirements shall govern.

- b. Authorized Use. Only single-family residential use shall be permitted.
- c. Prohibited Uses. No commercial, industrial or other non single-family residential use whatsoever shall be permitted on any lot with the exception of an artist studio, workshop, private office and such other endeavors not requiring access to the Property by the general public, employees, independent contractors or business invitees in a manner which would adversely impact the neighborhood, and the Board may impose restrictions in that regard.
- d. Authorized Structures. The following separate buildings shall be permitted on the Property: one single family residence, including an attached garage, one guest house and other incidental minor outbuildings as may be approved by the Board.
- e. Building Envelope. All buildings, outbuildings, corrals, and other authorized structures shall be constructed within the building envelope as identified on the recorded plat for the Property. In addition, the Board will have authority to oversee the location of structures within the building envelope for purposes such as minimizing obstruction of views for neighboring property owners. No improvement or development shall be permitted on any lot outside of the building envelope except for access driveways, utility installations, permitted fences, wells, landscaping, wildlife habitat enhancement projects, bridges and items permitted under the recorded Open Space Easement. As noted on the final plat, many of the building envelopes contain or abut wetlands. Under Teton County regulations in effect at the time this subdivision plat was approved, any development within the building envelope must observe a thirty foot (30') setback from the wetlands. Notwithstanding, at the discretion of a lot owner, wetlands within building envelopes may be filled in accordance with requirements established by the Army Corps of Engineers. Wetlands within building envelopes and roadway easements have already been accounted for in the wetlands mitigation plan for H-H-R Ranches.
- f. Construction. No pre-cut, prefabricated or modular structures of any kind (other than custom log structures) shall be permitted for the outside of the buildings without the consent of the Board. The roofs of all structures shall be constructed of shake shingles, or similar materials approved by the Board. 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. If a guest house is to be constructed first, the primary residence must also be permitted through the county and the construction of both dwellings completed within two years.
- g. Height Limitations, Floor Area Limitations. No building on Lots 2, 3, 4, 13 or 14 shall be greater than twenty-one (21) feet in height, and no building shall be greater than twenty eight (28) feet in height on any other lot. Building height shall be measured from existing grade to the highest point of the roof ridge line. The principal residential structure, exclusive of the garage, shall have a minimum floor

area of 2,500 square feet in the case of a two story building and 2,200 square feet in the case of a one story building.

h. Wood Stove/Fireplaces. All wood stoves and fireplaces shall comply with local, state and federal emission regulations.

i. Fences. Fencing on the perimeter of the Property where it abuts ranch land is authorized. Fencing is not allowed on interior lot lines across land subject to the recorded Open Space Easement. No boundary fences around the other exterior lot lines of any lot, or around the perimeter of any building envelopes, shall be permitted without the approval of the Board. The following fences are permitted on any lot, which shall be within the building envelop:

i. On garden plots approved as to size by the Board, a garden fence not greater than three (3) feet in height of materials approved by the Board.

ii. Fences around tennis courts or swimming pools, the permitted size of which and construction and location of which shall be approved by the Board.

iii. A dog run, the size, construction and location of which shall be approved by the Board.

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

k. Temporary Structures Prohibited. No temporary structures or facilities, such as trailers, tents, shacks or other similar buildings shall be permitted on any lot, except during construction as authorized, in writing, by the Board, and children's tents for occasional camping activities.

l. Maintenance. Each lot and all improvements thereon shall be maintained in a clean, safe and sightly conditions: Boats, tractors, vehicles other than automobiles, campers whether or not on a truck, snowmobiles, ATVs, 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 appropriately screened from view. 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, cut grass, 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 in these covenants. "Invisible fencing" may be required by the

Board, in its discretion, on any lot. Cats, dogs or other domestic animals which are normally kept and maintained indoors shall be permitted on any lot. No more than two (2) dogs may be kept on any lot, without the approval of the Board, 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 exceeding four (4) months, provided that said puppies are maintained and restrained in accordance with the provisions of these Covenants. If any pets are caught or identified chasing or otherwise harassing livestock, wildlife or people, the Board shall have the authority to impound such animal or animals, and shall assess a penalty against the owner of such animal or animals of not more than \$100.00, and \$200.00 for a second offense, and shall require the removal of the offending animal for a serious third offense, plus all costs of impoundment. If any such animal or animals are caught or identified chasing or harassing wildlife, livestock or people more than once, the Board shall have the authority to have such animal or animals impounded, removed from the Property or destroyed at the lot owner's expense, the determination of disposition being in the sole discretion of the Board. Chiselers do not count as "wildlife" for purposes of these covenants.

In the event that such animal or animals are not destroyed, the Board shall assess a penalty of not more than \$100.00 per animal, plus costs of impoundment. No owner of any animal or animals impounded or destroyed for chasing or harassing livestock wildlife or people shall have the right of action against the Board or any member thereof, for the impoundment, removal 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 shall be emitted from any lot which is unreasonably bright or causes unreasonable glare for any adjacent lot owner. Street lighting within the subdivision is prohibited. 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 for (i) a single "for sale" sign not larger than six square feet and (ii) a sign, not greater than four square feet in area, which identifies the owner and the street address. Marketing signs may be placed by the Declarant on the property from time to time.

p. Water Systems. Each residential building shall be connected to a water well system at the owners' sole expense, and such water well system shall conform to all applicable standards of the State of Wyoming, Teton County or other regulatory agency. Potable water wells shall take water from a minimum depth of 60 feet unless otherwise approved by the Board. Separate non-potable irrigation wells are also permitted subject to the requirements specified herein, except that there is no minimum depth requirement.

q. Sewage Disposal. Each residential building shall be connected to the H-H-R Ranches central sewer system at the owners' sole expense. No outdoor toilets

shall be permitted, except for a reasonable period during construction. During the construction period, an approved, portable toilet will be required; it must be a "holding tank" type, completely self-contained, with no discharge on site.

r. 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.

s. Shared Access Roads. The shared access roads providing access to the Property shall be private roads, and each lot owner shall be responsible for an equal share of the Association's 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 property to which access is provided by said roads, in accordance with the determinations of the Board.

t. Snowmobiles and Motorcycles Prohibited. No snowmobile, motorcycle, "ATVs" or other similar device or vehicle shall be operated on any lot for recreational purposes. Snowmobiles, motorcycles or similar vehicles may be used for access to and from residential structures, with the prior written approval of the Board. The approval of the Board for access use may be terminated if noise is excessive or such vehicles are not strictly limited to access use.

u. Wildlife Protection. It is recognized by the Declarant and the purchasers or owners of any lot within the Property, that many wildlife species live on or migrate through the Property during various times of year. The following limitations on use and development are intended, in addition to all the other requirements of these Covenants, to protect, preserve and maintain the existing wildlife habitat on the Property and to minimize the adverse effects of development on wildlife habitat:

i. No owner of any lot shall remove or alter or allow others to remove or alter any of the existing trees and willows thereon, except as is necessary for the clearing and preparation of the building envelope and for the purposes of constructing authorized structures or roads thereon;

ii. Dogs, cats 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 the Property in a manner which interferes with wildlife.

iii. Taking of Wildlife. The taking of any and all wildlife game animal species by any means within the Property is prohibited except for the catching and keeping of fish and the control of individual animals known to be causing unacceptable damage to property (e.g. a beaver damming an irrigation ditch or a porcupine identified as girdling planted trees).

iv. Human/Wildlife Confrontations. Residents and guests on the Property shall not harass wildlife and should avoid areas of wildlife

concentration. Loud, offensive, or other behavior which harasses or frightens wildlife is prohibited.

v. Artificial Feeding. Artificial feeding of moose, deer and elk anywhere on the Property is prohibited. Artificial feeding tends to "short-stop" wildlife in route to natural winter ranges and causes them to rely on humans when it is not necessary.

vi. Non-Native Animal Species. Introduction into the wild of any non-native animal species which might compete with or harm native species and result in their decline is prohibited. This includes domestic waterfowl in common or private aquatic areas because they have been proven to be very aggressive towards native waterfowl species.

vii. Firearms/Fireworks. The discharge of rifles, pistols and fireworks is prohibited.

viii. Damage Claims. Owners acknowledge that wildlife damage to landscaping will undoubtedly occur since the Property is located within wildlife habitat. Owners shall not file claims against the Wyoming Game and Fish or the Association for such damages.

v. Landscaping; Mineral Activities. The Declarant retains the exclusive right to conduct landscaping on the lands subject to the recorded Open Space Easement. No other mining or other mineral extraction or development activities shall be permitted on any lot, including the removal of gravel and digging ponds and ditches; provided that excavation for landscape and residential construction purposes may be permitted with the prior written approval of the Board. Excavation for landscape purposes by Declarant is permitted. Landscape purposes include ponds and ditches.

w. 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 and/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 or by a weed steward appointed by 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 treat noxious weeds without any liability for trespass. In the event that the Board provides for noxious weed treatment as described herein, the owner of a lot treated for noxious weed control shall pay all costs incurred by the Board.

x. Landscaping; Irrigation. Declarant and/or the Board shall have the right to grant access easements for irrigation ditch and pond maintenance and use of headgates and irrigation ditches, including any new ditches constructed for ponds and other purposes as permitted by the Board. The Declarant has elected to retain

the water rights associated with the Property and where water rights exist, as shown on the final plat of H-H-R Ranches and documents on file in the State Engineer's Office, will pass a proportionate share of those water rights to each lot owner with the purchase of the lot. Flood irrigation will not be permitted. In order to provide for the orderly use of the water and maintenance of the ditches and appurtenant facilities, the chairman of the Board (or, in his/her absence, any member of the Board) shall act as a Water Steward. The Water Steward shall work with the lot owners concerning their use of the water and act as spokesman for the lot owners in dealing with other land owners outside of the Property, concerning the "use" of the water flowing through the ditches; any "disputes" either between lot owners or between lot owners and other property owners outside of the subdivision involving the quantity of water being used, diversion methods or any other matter relating to the use of the water shall be resolved by the Water Steward as he/she deems to be in the best interest of all parties, provided any decision shall be consistent with state water law, if relevant.

y. Satellite Dishes. No satellite dishes other than small, DDS-type dishes are permitted on any lot without Board approval. Dishes larger than the small, DDS-type dish must be screened.

z. Wetlands Protection; Wildlife Habitat Enhancement. Owners proposing an activity which would have the effect of reducing the reach or changing the bottom elevation of delineated wetlands by filling shall furnish proof to the Board that Section 404 of the Clean Water Act has been fully complied with (such compliance normally takes the form of a letter of permission, a nationwide permit or an individual permit issued by the District Engineer of the U.S. Army Corp of Engineers authorizing the filling of wetlands).

For proposed activities which may impact seasonably inundated wetlands or wetlands not inundated, but seasonably saturated with ground water, the owner shall first furnish proof that the requisite Section 404 permissions have been obtained. Notwithstanding federal approval of the activity, the Board shall not approve the activity unless it can be determined that the activity will not have a significant adverse effect on the wetlands values either individually or in continuation with known and/or probable impacts of other proposed or approved activities which the Board is aware.

Wildlife habitat improvements and enhancements are controlled by the Board. Such activities would include pond excavation for waterfowl and fish, stream improvements for fisheries, and creation of waterfowl nesting habitats. Guidelines for aquatic enhancements depicting appropriate areas and describing appropriate activities shall be developed by a knowledgeable professional and submitted to the Board for approval. Any activities of this nature shall be coordinated with the Wyoming Game and Fish Department. The Declarant intends to develop and improve wildlife habitat enhancement areas as designated on the plat. This work shall be undertaken and completed as soon as practical following final plat approval and shall require no further consent from the Board.

5. **BOARD OF DIRECTORS OF THE ASSOCIATION.** The Board of Directors of the Association shall consist of at least three (3) members, or such additional number as may be approved by the members in accordance with the Articles and Bylaws. The term of each Board member shall be three (3) years. Thereafter, all members shall serve for a term of three (3) years. The initial Board members shall be _____, _____ and _____ who shall each serve for a 3 year term, and the remaining members may fill any vacancies during that term. The subsequent Board members shall be elected by a majority vote of the members.

a. **Authority and Duties.** Pursuant to the powers and authority vested in it by Wyoming law and by the Articles of Incorporation and Bylaws of the Association, the Board shall be responsible for the hiring of employees, the enforcement and administration of the requirements of these Covenants and other covenants for which the Board is legally responsible, and shall issue building 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 Board or the lot owners, and shall meet from time to time as necessary to administer and enforce these Covenants, as provided in the Articles and Bylaws.

c. **Design Guidelines.** The Board shall have the authority to adopt design guidelines to carry out the purpose and intent of this Declaration, to protect the property values of lot owners and to insure that incompatible development does not occur. All lot use and development shall conform to any design guidelines adopted by the Board, in addition to the provisions of this Declaration.

d. **Limitation of Liability.** No member 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 Board member has acted in good faith. No member of the Board 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 a Board member on behalf of the Association.

6. **ASSESSMENTS.** In order to properly operate, manage and maintain the Property for the benefit of all lot owners, the Association, by and through the Board, shall have the authority to levy assessments and each lot owner, by acceptance of a deed to the Property, shall be deemed to have granted a mortgage to the Association to secure payment of the assessments in accordance with the following terms and conditions.

a. **Creation of the Lien and Personal Obligation for Assessments.** Each owner of any lot by acceptance of a deed therefore, whether or not it shall be so

expressed in such deed, is deemed to have consented to be subject to these Covenants and agrees to pay the Association:

- i. Annual assessments or charges; and
- ii. Special assessments for capital improvements.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall constitute a lien against the lot prior and senior to any other liens or encumbrances (e.g., mortgages) against the lots and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys fees shall also be the personal obligation of the entity or person who was the owner of such lot at the time when the assessment became due and payable.

b. Purpose of Assessments. The assessments levied by the Board shall be used exclusively to promote the recreation, health, safety and welfare of the owners of the Property, to include road maintenance (Common Road and Shared Access road) and utility line maintenance, landscape maintenance, Board expenses, mailing costs and other reasonable and necessary expenses incurred by the Board on behalf of the Association.

c. Annual Budget. The Board shall prepare an annual budget estimate for common services and the administration of the Association and fix the amount to the annual assessment based upon its estimate. The budget estimate may include a reserve for future contingencies. Such annual budget shall be prepared and approved by the Board at least thirty days in advance of each annual assessment period.

d. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Property, the Common Road or the Shared Access Road, including fixtures and personal property related thereto, provided that any such special assessment of a majority of the lot owners who are voting in person or by proxy at a meeting duly called for this purpose.

e. Notice in Quorum for Any Action Authorized Under Paragraph D. Written notice of any meeting called for the purpose of taking any action authorized under paragraph D shall be sent to all lot owners not less than thirty days or no more than sixty days in advance of the meeting. At the first such meeting, the presence of lot owners or of proxies entitled to cast a majority of all the votes of the Association shall constitute a quorum. Each lot shall be entitled to one vote. If the required quorum is not present, another meeting may be called subject to the same

notice requirement and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting.

f. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on monthly or annual basis at the discretion of the Board.

g. Date of Commencement of Annual Assessment and Due Dates. The annual assessments provided for herein shall commence as to all lots subject to assessment on the first day of the month following the conveyance of the first lot by the Declarant. The Board shall operate on a calendar years basis. The Board shall fix the amount of the annual assessment against each lot at least thirty days in advance of each annual assessment period and written notice of the annual assessment shall be sent to every owner subject thereto. The Board, upon demand by an owner, purchaser or mortgagee, and for a reasonable charge, shall furnish a certificate signed by a member of the Board setting forth whether the assessments on a specified lot have been paid.

h. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date therefor shall bear interest from the due date at the rate of fifteen percent (15%) per annum and the Board may assess a 5% late charge as well. The Board may bring an action on behalf of the Association against the owner and any other person obligated to pay the same or may foreclose the lien against the lot. No public record notice of the lien shall be required to perfect its priority. The priority of the lien shall be as of the recording date of this Declaration.

7. ~~VIOLATIONS-ENFORCEMENT-LIENS-COSTS~~ The restrictions, limitations and requirements for land use and development set forth in these Covenants shall be enforceable by the Declarant, the Board, or by any owner of a lot within the Property. In addition, the Board of County Commissioners of Teton County, Wyoming, shall have the authority to enforce the provisions of paragraphs 4e, 4i, 4m, 4u and 4w. Every owner of a lot within the Property 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 this Declaration. Any lot owner who uses or allows his or her lot to be used or developed in violation of this Declaration further agrees to pay all costs incurred by the Board or the Declarant or other lot owner in enforcing this Declaration, including reasonable attorneys' fees. The Board shall have a lien against each lot and the improvement thereon to secure the payment of any billing for common services, assessments, attorney fees and interest. The Board may record a notice of lien in the office of the County Clerk of Teton County, Wyoming, which shall include description of the Property and the name of the owner thereof and the basis for the amount of the lien. Any lien may be foreclosed in the manner provided for foreclosures of mortgages by the statutes of the State of Wyoming. In addition to the principal amount of the lien plus interest and charges, the Board shall be entitled to payment of all costs incurred in the establishment or enforcement of any lien, including all reasonable attorneys' fees.

8. **PROPERTY SUBDIVISION RESTRICTIONS.** Once a lot is sold by the Declarant, it shall not be subdivided, divided or split in any manner. Two (2) or more contiguous lots, if owned by the same record owner, may be combined as one (1) larger lot for the purpose of applying this Declaration, provided that the record owner makes such election in writing to the Board, and a Unity of Title or other appropriate instrument irrevocably combining such lots is duly recorded in the County Clerk's Office for Teton County, Wyoming. Following the combination of any lots, the resulting lot shall have the same rights and be subject to the same obligations and restrictions as a single lot.

9. **AMENDMENT-VARIANCE.** These Covenants may be amended by the written consent of the record owners of two-thirds (2/3rds) of the lots, except for the provisions of paragraphs 4e, 4i, 4m, 4u and 4w, 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 this Declaration, upon approval of the record owners of 50% or more of the lots after recommendation of approval from the Board, provided that any variance from the provisions of paragraphs 4e, 4i, 4m, 4u and 4w shall also require the approval of the Board of County Commissioners of Teton County.

10. **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. This Declaration shall be deemed to remain in full force and effect for twenty (20) year periods, and shall be automatically renewed for additional consecutive twenty (20) year periods unless all of the lot owners of the Property subject to this Declaration otherwise agree in writing.

11. **SEVERABILITY.** Any decision by a Court of competent jurisdiction invalidating any part or paragraph of this Declaration shall be limited to the part or paragraph affected by the decision of the Court, and the remaining provisions of this Declaration herein shall remain in full force and effect.

12. **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 other person who has legal or equitable interest in and to the Property (including each mortgagee and tenant) expressly accepts and consents to the operation and enforcement of all of the provisions of this Declaration.

EXHIBIT "A"
PROPERTY DESCRIPTION
FOR
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

TO WIT:

A parcel of land being part of the NE1/4 of Section 22 and part of the SW1/4NW1/4 of Section 23, all within T41N, R117W, of the 6th P.M., Teton County, Wyoming;

said parcel is identical with those lands proposed for subdivision as H-H-R RANCHES **EXCEPTING THEREFROM** that tract which is **SUBJECT TO** that Memorandum of Agreement Affecting Real Property of record in the Office of the Clerk of Teton County, Wyoming in Book 310 of Photo, pages 891 through 894; said tract is identical with the proposed Lot 28 of said H-H-R Ranches;

said parcel is more particularly described as follows:

BEGINNING at the northeast corner of said SW1/4NW1/4 of Section 23 (identical with the NW1/16 corner of said Section 23);

thence S00°02'35"E, 1171.63 feet along the east line of said SW1/4NW1/4;

thence N89°59'51"W, 1320.41 feet to the intersection with the west line of said SW1/4NW1/4;

thence S00°00'36"W, 147.18 feet along said west line to the southwest corner of said SW1/4NW1/4;

thence S89°57'58"W, 1237.03 feet along the south line of the SE1/4NE1/4 of said Section 22;

thence N20°00'00"W, 1244.50 feet;

thence N76°56'15"W, 58.04 feet;

thence S89°56'25"W, 909.30 feet to the intersection with the west line of the SW1/4NE1/4 of said Section 22;

thence N00°01'13"E, 135.27 feet along the west line of said SW1/4NE1/4 to the southwest corner of the NW1/4NE1/4 of said Section 22 (identical with the CN1/16 corner of said Section 22);

thence N00°00'46"E, 1317.88 feet along the west line of said NW1/4NE1/4 to the

northwest corner of said NW1/4NE1/4;

thence N89°55'10"E, 1314.34 feet along the north line of said NW1/4NE1/4 to the northeast corner of said NW1/4NE1/4;

thence S00°01'19"W, 659.16 feet along the east line of the NW1/4NE1/4 of said Section 22 to the northwest corner of the S1/2NE1/4NE1/4 of said Section 22 (identical with the C-N-NE1/64 corner of said Section 22);

thence N89°56'01"E, 1314.42 feet along the north line of said S1/2NE1/4NE1/4 to the northeast corner of said S1/2NE1/4NE1/4 (identical with the N-N-1/64 corner common to said Sections 22 and 23);

thence S00°00'30"W, 659.43 feet along the east line of said S1/2NE1/4NE1/4 to the southeast corner of said S1/2NE1/4NE1/4 (identical with the N1/16 corner common to said Sections 22 and 23);

thence S89°59'50"E, 1319.32 feet along the north line of said SW1/4NW1/4 of Section 23 to the **CORNER OF BEGINNING**;

ENCOMPASSING an area of 142.79 acres, more or less;

the **BASIS OF BEARING** for this description being N00°00'36"E along the east line of the SE1/4NE1/4 of said Section 22;

the above-mentioned sectional subdivision corners each being monumented as described in a Corner Record filed in said Office;

SUBJECT TO any easements, rights-of-way, covenants, conditions, restrictions, reservations, agreements, or encumbrances of sight and/or record.

John J. Warren
Wyoming Professional Land Surveyor No. 4530
Jorgensen Engineering & Land Surveying, P.C.
Prepared August 20, 1996
d.95052/d.wp/prop.wp
Project No. 95052.00

