

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE HOMES AT
AMANGANI, A SUBDIVISION OF SPRING CREEK RANCH

This SUPPLEMENTAL DECLARATION is made as of December 15, 1998
by **Spring Creek Land LLC**, a Delaware limited liability company, as the **Declarant**.

RECITALS

- A. Declarant is the owner of **The Homes at Amangani**, a subdivision of Teton County, Wyoming according to Plat No. 043 recorded December 22, 1998 with the Clerk and Ex-Officio Recorder of said County. The Homes at Amangani are also a subdivision of Lot 3 of Spring Creek Ranch, a subdivision of said County according to Plat No. 501. The Homes at Amangani are herein referred to as the "**Property**".
- B. Declarant, its predecessors and affiliates initiated the development of Spring Creek Ranch as a resort and recreational project consisting of residential units, a resort hotel and related facilities and infrastructure.
- C. Spring Creek Ranch was subjected to a Declaration of Covenants, Conditions and Restrictions that was amended and restated in its entirety by that certain Restated Declaration of Covenants, Conditions, and Restrictions of Spring Creek Ranch dated August 5, 1983 and recorded August 11, 1983 in Book 143 of Photo, Pages 1-85 in the Office of the Teton County Clerk. The Restated Declaration was amended by that certain First Amendment recorded in Book 170 of Photo, pages 679-702 and that certain Supplement recorded in Book 187 of Photo, pages 306-316. The Restated Declaration as amended is herein referred to as the "**Spring Creek Ranch Declaration of Covenants**".
- D. Declarant desires to subject the Property to certain additional restrictions, conditions, covenants, reservations, liens and charges as set forth in this **Supplemental Declaration**. The Declarant is adopting these supplemental covenants, conditions and restrictions to preserve and maintain the character and value of the Property for the benefit of all existing and future owners of the Property and to memorialize certain conditions and restrictions imposed by the Board of Commissioners for Teton County as conditions to approval of the subdivision of the Property.
- E. The Property shall generally be known as "**The Homes at Amangani**" project.

NOW, THEREFORE, the Declarant hereby declares that all of the Property shall be held, sold, conveyed, leased, transferred, used and occupied subject to the provisions of the Spring Creek Ranch Declaration of Covenants and this Supplemental Declaration, including the covenants, restrictions, charges and liens contained or provided for therein and herein, which are for the purpose of protecting the value and desirability of the

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

Grantor: SPRING CREEK LAND LLC
Grantee: THE PUBLIC
Doc 0400319 bk 360 pg 102-112 Filed at 2:52 on 12/22/98
Sherry L Daigle, Teton County Clerk fees: 33.00
By WENDY R GRALUND Deputy

Property as a first class real estate project and which shall be construed as covenants of equitable servitude and shall run with the land and be binding on all parties having any right, title or interest in the Property or any part thereof, and their heirs, successors and assigns.

ARTICLE I
Definitions

Section 1. The definitions set forth in the Spring Creek Ranch Declaration of Covenants shall apply to this Supplemental Declaration, provided that in the case of a conflict between such definitions and any other definition herein, the definition herein shall control for purposes of this Supplemental Declaration. Unless the context clearly indicates otherwise, “**Lot**” means herein a subdivided lot on the Property.

Section 2. Certain terms are defined in accordance with the provisions of the Teton County Land Development Regulations adopted May 9, 1994, as amended, herein the “**Land Development Regulations**”.

ARTICLE II
Architectural Restrictions and Controls

Section 1. Building Standards. The following standards are applicable to dwellings constructed on the Property.

- a. The total floor area of a single-family dwelling on a Lot shall not be less than 2,400 square feet.
- b. **Teton County requires** that the total floor area of a single-family dwelling including all associated accessory structures on a Lot shall not exceed 8,000 square feet. Basements as defined in the Land Development Regulations are excluded from the calculation of maximum development. Only floor area above ground shall be counted. Floors above ground shall include partial levels such as lofts and interior balconies.
- c. **Teton County requires** that the total floor area of all dwellings and associated accessory structures constructed on all the Lots on the Property shall not exceed 143,000 square feet.
 - Basements as defined in the Land Development Regulations are excluded from the calculation of maximum development. Only floor area above ground shall be counted. Floors above ground shall include partial levels such as lofts and interior balconies.
 - No Owner shall make or cause to be made alterations, modifications or additions to any dwelling or associated accessory structure that increases the total floor area of such dwelling and associated accessory structures without

the prior written consent of the Declarant. Declarant shall not consent to construction of any such alteration, modification or addition that increases the total floor area of all dwellings and associated accessory structures constructed on the Lots on the Property to an amount in excess of 143,000 square feet.

- d. Maximum impervious surfaces, as those terms are defined in the Land Development Regulations including driveways and parking areas but excluding roads, shall not exceed 12,000 square feet on any Lot. Total impervious surfaces, including driveways and parking areas but excluding roads, shall not exceed 264,000 square feet for all the Lots on the Property.
- No Owner shall make or cause to be made alterations, modifications or additions that increases the impervious surface area, including driveways and parking areas but excluding roads, of a Lot without the prior written consent of the Declarant. Declarant shall not consent to any such alteration, modification or addition that increases the total impervious surfaces, including driveways and parking areas but excluding roads, on Lots on the Property to an amount in excess of 264,000 square feet.
 - These impervious surface limitations are based on **Teton County requirements and limitations** for total impervious surfaces for Spring Creek Ranch. Any Owner may request approval of Declarant to increase the impervious surface area, including driveways and parking areas but excluding roads, on any Lot to exceed the above limits of 12,000 square feet per Lot or 264,000 square feet for all the Lots on the Property, or both. Declarant may consent to such requested increase; provided Owner first demonstrates that the allowed impervious surface remaining available to all other Owners is adequate. If the allowed impervious surface within Spring Creek Ranch outside the property remaining available is adequate, Declarant may consent to the requested increase. Otherwise, Owner may seek a variance from Teton County.
- e. **Teton County requires** that development on any Lot which penetrates the skyline, as defined in accordance with Section 3360, Skyline Development Standards, of the Land Development Regulations, must comply with the mitigation standards outlined in Subsection B of Section 3360. The height of such development shall not exceed twenty (20) feet above original grade. In appropriate circumstances, the Owner may request a variance from such mitigation standards; provided that Owner must first demonstrate that all reasonable measures to avoid the need for the variance request have been pursued, including the following:
- A variance to the “125% rule” has been evaluated where the suggested design would otherwise avoid the need for the requested variance from the mitigation standards.

- A variance from the prohibition against construction on 30% slopes has been evaluated where limited construction on 30% slopes is reasonable and would significantly reduce apparent skyline penetration.
- Obvious and reasonable design alternatives have been pursued that would significantly reduce apparent skyline penetration.
- A building site has been proposed where the apparent skyline penetration is minimized.

f. Setbacks and separations.

- All buildings, and structures over four (4) feet in height, must be set back 25 feet from the right-of-way for East Butte Drive, the main access road to Spring Creek Ranch.
- All buildings, and structures over four (4) feet in height, must be set back from roadways on the Property other than East Butte Drive at least to the edge of the right-of-way for such roadway (i.e. a setback of zero (0) feet from the right-of-way).
- All buildings and structures over four (4) feet in height must be setback 25 feet from the perimeter boundary of Spring Creek Ranch (Plat 501).
- Impervious surfaces on adjacent Lots shall be separated a minimum of 28 feet 6 inches. Any building, or structure over four (4) feet in height, may be constructed on the Lot line;
 - a. provided that architectural projections of buildings such as chimneys, eaves, stairway landings, outside stairways and uncovered balconies, uncovered decks, and uncovered porches may not extend over such Lot line; and
 - b. provided further that any building, or structure over four (4) feet in height, on the adjacent Lot must be set back a minimum of 28 feet 6 inches from such Lot line.

Notwithstanding the foregoing, underground utilities, pathways, landscaping drainage facilities, and retaining walls may be constructed in the separation area.

- g. The performance standards for **Fault Areas, Section 49310 of the Land Development Regulations** shall apply to all development on the Property. Teton County is considered an active seismic area. The subdivision could be subjected to relatively strong earthquake ground shaking. Fault lines may exist that are

potentially subject to movement. County building codes require certain seismic design standards and the County Engineer may require in appropriate circumstances a report from a geotechnical engineer.

- All structures in Teton County shall comply with the Uniform Building Code for Seismic Zone 3.
- The County Engineer may require a report from a geotechnical engineer registered in the State of Wyoming if a proposed development is within 200 feet of a fault line and the County Engineer considers that the proposed development creates a dangerous situation.

Section 2. Architectural Standards.

- a. No improvements shall be constructed or placed on a Lot without the prior written approval of Declarant for the plans and specifications for such improvements. Any improvements to be constructed or placed on a Lot shall be in strict accordance with such approved plans and specifications.
- b. Declarant may disapprove any improvements or structures that Declarant finds in its sole discretion and judgment to be not compatible with, or destroy or deviate from, the uniformity, aesthetics, attractiveness and general development plan for Amangani and The Homes at Amangani.
- c. Any improvements to be constructed or placed on a Lot shall be constructed by contractors or builders approved by Declarant.
- d. Declarant reserves the right to establish design and architectural standards and specifications for improvements to be constructed or placed on a Lot and the right to enforce such standards and specifications for any improvements or structures that may thereafter be constructed or placed on a Lot, for the purpose of insuring that all improvements and structures on the Property will conform to the aesthetics, attractiveness and general development plan for Amangani and The Homes at Amangani.

Section 3. Landscaping and Lighting.

- a. **Teton County requires** that the Owner of any Lot shall plant one “Plant Unit” at such location on the lot to maximize screening of any structures from the view of the Saddle Butte subdivision to the South and East. Such requirement shall be enforced when the Owner first seeks a building permit for a structure on the Lot.
 - “Plant Unit” shall be defined in accordance with Section 4150, Standard Plant Unit, of the Land Development Regulations. Trees of significant size shall be included. Alternative Unit C or Unit D or any substitute plant unit approved by the Planning Director, may be used.

- b. **Teton County requires** that the Owner of any structure that penetrates the skyline as defined in Section 3360, Skyline Development Standards, of the Land Development Regulations, shall plant indigenous vegetation so as to screen at least fifty (50) percent of the structure within three (3) years of its occupancy, as measured during the summer, as provided in subsection B.8 of said Section 3360.
- c. **Teton County requires** that the Owner shall provide irrigation for the required landscaping.
- d. **Teton County requires** that exterior lighting of any Lot shall meet the standards prescribed for residential uses in the NRO as set forth in Section 49370 of the Land Development Regulations and shall be subject to review and approval of the Planning Director.
- e. **Teton County requires** that prior to and as a condition for issuance of any development permit for structure on a Lot, a bond or other acceptable surety equal to one hundred twenty-five (125) percent of the cost of supplying and installing the required plant materials shall be submitted by the Owner of the Lot to the Planning Director. Upon completion of the installation of the landscaping plan, the surety amount shall be returned.

Section 4. **Drainage and Erosion Control.** The following standards are required to limit and control stormwater runoff. Drainage and erosion control plans are subject to review and approval by the Teton County Building Department.

- a. The development plan for a Lot is required to limit stormwater runoff leaving the Lot to not exceed the predevelopment discharge rate for a ten-year storm event, calculated in accordance with Jackson, Wyoming rainfall intensity curves and the Modified Regional Design Method. Such development plan for a Lot shall also provide adequate drainage facilities to convey a 100-year storm event.
- b. Designated drainage ways have been reserved on the Property for drainage uses and associated drainage swales and structures. Those areas reserved for drainage are depicted on the Exhibit Map, Drainage and Access Exhibit, The Homes at Amangani, which Exhibit Map is attached hereto and made a part hereof. The Exhibit Map may be modified and amended from time to time by the Architectural Committee of the Spring Creek Homeowners Association (the "Architectural Committee").
- c. The development plan for each Lot shall not allow stormwater discharge onto any adjacent Lot except within designated drainage ways.
- d. All drainage designs and facilities shall accommodate upstream runoff which utilizes the drainage way. Both drainage collection points and drainage discharge points that are at the Lot boundaries, shall be located within the designated

drainage ways, unless otherwise approved by the Architectural Committee. Drainage facilities for a Lot shall be designed to accommodate the drainage plans for neighboring Lots that have been previously approved by the Architectural Committee.

- e. Drainage facilities incorporating subsurface piping shall also incorporate surface grading and swales to convey drainage in the event that subsurface piping becomes plugged or frozen.
- f. The Owner of a Lot shall be responsible for the operation, maintenance, repair and replacement of all drainage facilities provided for in the development plan for the Lot.
- g. Improvements, including grading, structures, driveways, pathways, utilities, retaining walls and landscaping, may be constructed in the designated drainage ways provided a properly designed method to convey stormwater runoff is provided and is approved by the Architectural Committee. Any such improvements located within designated drainage ways shall be removed and replaced at the expense of the Owner of the Lot as necessary to operate, maintain, repair or replace drainage facilities; provided that any such improvements that are Project Common Area, such as pathways, shall be removed and replaced at the expense of the Spring Creek Homeowners Association.

Section 5. Pathways. Potential pathway alignments are also depicted on the Exhibit Map. The Declarant reserves the right to select alternative alignments and to construct up to four (4) such pathways. Final pathway alignments are subject to change until such pathways are constructed. When constructed, the pathways shall be Project Common Area as defined in the Spring Creek Ranch Declaration of Covenants.

ARTICLE III Occupancy Restrictions

Section 1. Employee Apartments. An Owner may construct an employee apartment on the Lot subject to the Architectural Standards and Controls in Article II hereof. Occupancy of such apartment shall be restricted to employees and families of employees of Owner, Declarant, and the owner or operator of Spring Creek Ranch and of Amangani.

ARTICLE IV Amendments

Section 1. Amendments to the Land Development Regulations. The conditions and restrictions above in Article II indicated by the **bold typeface** and the restrictions on occupancy in Article III are based on the Land Development Regulations of Teton County or reflect certain conditions or restrictions imposed by Teton County as conditions to its approval of the subdivision of the Property. If amendments either to the Land Development Regulations or the conditions to approval of the subdivision of the

Property would ease the conditions or restrictions provided herein, then such conditions or restriction shall be considered amended accordingly.

Section 2. Amendments by Owners. This Supplemental Declaration may be amended by an instrument executed and acknowledged by at least 75% of the Owners, or their respective legally appointed and duly authorized guardian, conservator, executor and administrator, and at least 51% of the holders of Prior First Encumbrances which are of record prior to the effective date of such amendment, provided that the Board of Directors of the Spring Creek Homeowners Association has received notice of such address for such holder of Prior First Encumbrances as provided in the Spring Creek Ranch Declaration of Covenants. Such instrument shall become effective upon its being recorded in the Office of the Teton County Clerk.

Notwithstanding the foregoing, any amendment pursuant to this Section 2 of any condition or restriction that is based on the Land Development Regulations of Teton County or that reflects certain conditions or restrictions imposed by Teton County as conditions to its approval of the subdivision of the Property, as provided in Section 1 of this Article, shall include an instrument executed and acknowledged by the Board of Commissioners of Teton County consenting to such amendment.

ARTICLE V General Provisions

Section 1. Enforcement. Declarant, the Board, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Supplemental Declaration. In the event that any such action is successfully brought against an Owner, such Owner shall reimburse the complainant for complainant's costs and expenses, including reasonable attorneys' fees, in bringing such action.

Failure by the Declarant, the Board or any Owner to enforce any covenant or restriction contained in this Supplemental Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Any remedy provided for by this Supplemental Declaration or the Spring Creek Ranch Declaration of Covenants for breach of any of the covenants, conditions, restrictions, reservations, liens or charges contained herein or therein, shall be in addition to any other available remedy whether provided for law or in equity, and all of such remedies whether provided for herein or therein or otherwise shall be cumulative and not exclusive.

Section 2. Term. This Supplemental Declaration shall be and remain in effect for the same term as that of the Spring Creek Ranch Declaration of Covenants.

Section 3. Construction and Severability. The provisions of this Supplemental Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property. This Supplemental Declaration shall be governed by, and

construed in accordance with Wyoming Law. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any of the provisions hereof shall not affect the validity of the remaining provisions.

Section 4. Successors and Assigns. This Supplemental Declaration shall inure to the benefit of and be binding upon the successors and assigns of Declarant, and to the heirs, personal representatives, grantees, lessees, successors and assigns of the Owners.

Section 5. Joint and Several Liability. In the case of joint ownership of a lot, the liability of each of the Owners thereof in connection with the liabilities and obligations of Owners set forth in or imposed by this Supplemental Declaration shall be joint and several.

Section 6. Approvals and Variances. Whenever an approval of Declarant or the Board is required hereunder, any such approval may be granted on such reasonable conditions as the Declarant or Board, as the case may be, may determine. Declarant is authorized to grant variances from the provisions of this Supplemental Declaration in cases of special circumstances, practical difficulties, or unnecessary hardship; provided that no such variance shall have a material adverse effect on any other Lot in the Property and any such variance shall be in accordance with the purpose and intent of this Supplemental Declaration, the Spring Creek Ranch Declaration of Covenants and the Master Plan for Spring Creek Ranch.

Section 7. Notices. Any written notice or other document relating to or required by this Supplemental Declaration may be delivered personally or by mail in the manner prescribed in the Spring Creek Ranch Declaration of Covenants.

The address for Declarant is as follows:

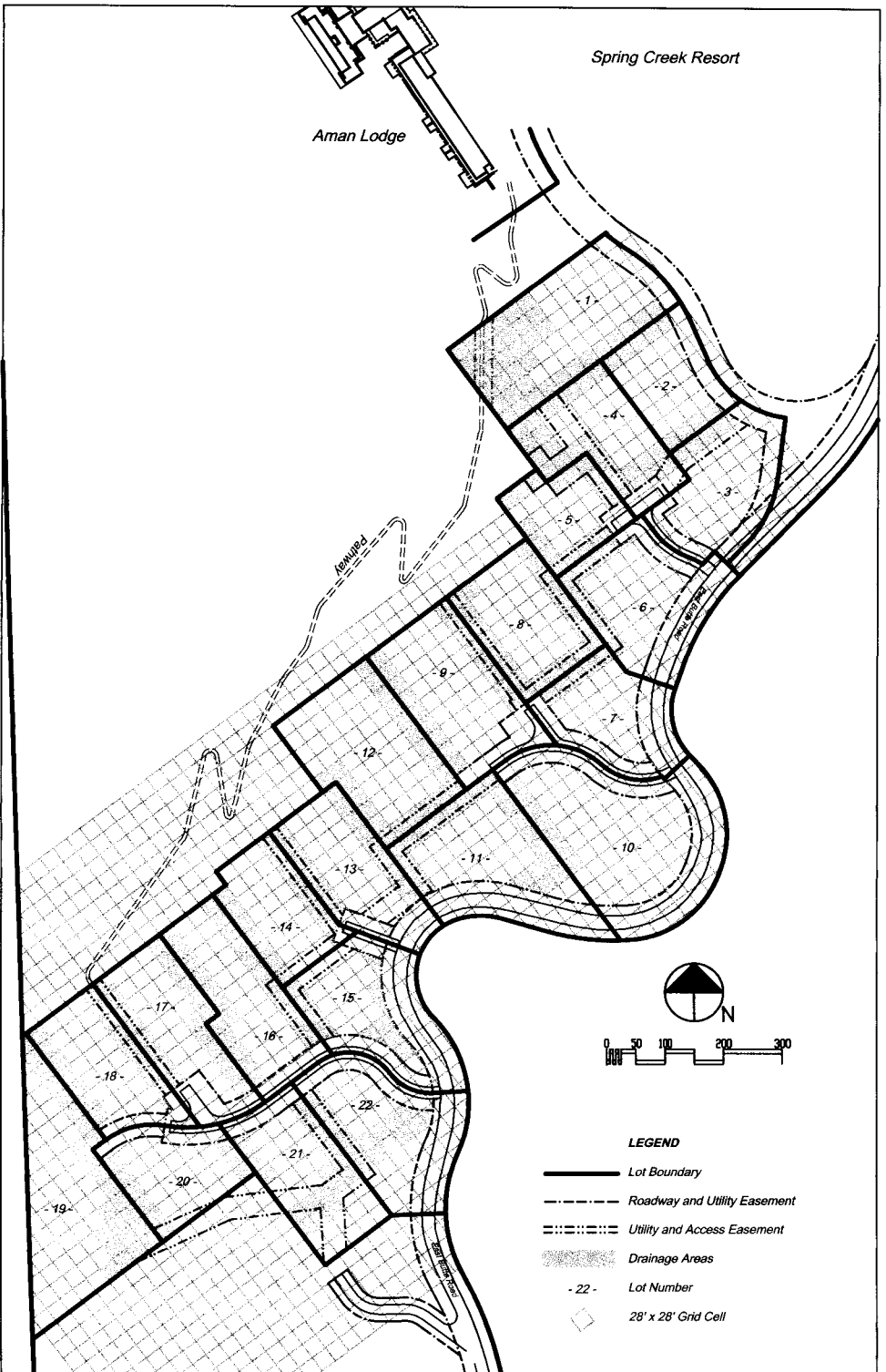
Spring Creek Land LLC
1800 Spirit Dance Road
PO Box 2809
Jackson, Wyoming 83001

Tel 307 733-1486
Fax 307 733-9678

Section 8. This Supplemental Declaration may be executed in any number of counterparts, each of which shall be deemed an original.

Spring Creek Resort

Aman Lodge



LEGEND

- Lot Boundary
- - - Roadway and Utility Easement
- : - : - : - Utility and Access Easement
- ▨ Drainage Areas
- 22 - Lot Number
- 28' x 28' Grid Cell

THE HOMES AT AMANGANI DRAINAGE AND ACCESS EXHIBIT

Prepared December 8, 1998

O'Malley Engineering & Mapping, P.C.