

Rerecorded to correct plat number.

**SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

INDIAN PAINTBRUSH

A Subdivision Located in Teton County, Wyoming

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

THE SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 5<sup>th</sup> day of June, 2002, by the owners of two-thirds (2/3) of the lots subject to these covenants, conditions and restrictions as provided in Section 40 of the Amended Declarations of Covenants, Conditions and Restrictions recorded on the 22nd day of June, 1978 in Book 72 of Photo, Pages 149-161, hereinafter called the "declarants":

WITNESSETH:

WHEREAS, the declarants executing this Declaration are the owners of record of more than two-thirds of the lots of (Replat) Indian Paintbrush, Amended First Filing, as shown on that plat recorded July 15, 1977, in the records of the County Clerk of Teton County, Wyoming, as Plat No. 319, formerly known as (Replat) Indian Paintbrush, First Filing, filed as Plat No. 240 in the Office of the Teton County Clerk, Indian Paintbrush, Second Filing, according to that plat filed July 5, 1977, as Plat No. 320 in the Office of the Teton County Clerk and Ex-Officio Register of Deeds, and Indian Paintbrush Third Filing, filed on July 18, 1978 as Plat No. 421; and declarants desire to change or modify the Declaration of Covenants, Condition and Restrictions (as amended to date) recorded in Book 38 of Photo, pages 531 to 539; in Book 59 of Photo, pages 460 to 462, and in Book 63 of Photo, pages 82 and 83, in the records of the Teton County Clerk and Ex-Officio Register of Deeds, and Declarations of Covenants, Conditions and Restrictions recorded on the 22nd day of June, 1978 in Book 72 of Photo, Pages 149-161 and pursuant to Section 40 thereof; and,

Grantor: INDIAN PAINTBRUSH ASSOCIATION\*  
Grantee: THE PUBLIC  
Doc 0572766 bk 463 pg 34-46 Filed at 3:19 on 07/03/02  
Sherry L Daigle, Teton County Clerk fees: 103.00  
By NARY D ANTROBUS Deputy

WHEREAS, the declarants, in order to provide for the preservation of the values and attractiveness of said subdivision and for the maintenance of the common properties therein, and desiring to establish and impose the general plan for the improvements, development, use and occupancy of said property; and,

WHEREAS, the declarants have deemed it desirable for the efficient preservation of the values of the subdivision that an entity be created to which should be delegated and assigned the powers of maintaining and administering the community properties and enforcing and administering the covenants and restrictions and collecting and dispersing the assessments and charges hereinafter created through a non-profit corporation which has been formed in the State of Wyoming; and,

WHEREAS, the declarants executing this Amendment desire hereby to amend, repeal and hereby supercede that certain Amendment to the Declaration of Covenants, Conditions and Restrictions (Replat) Indian Paintbrush, First Filing dated April 8, 1975, and recorded in Book 38 of Photo, pages 531 to 539 in the records of the Teton County Clerk and Ex-Officio Register of

~~Grantor: INDIAN PAINTBRUSH ASSOCIATION\*  
Grantee: THE PUBLIC  
Doc 0570413 bk 460 pg 986-1000 Filed at 2:46 on 06/06/02  
Sherry L Daigle, Teton County Clerk fees: 61.00  
By NARY D ANTROBUS Deputy~~

Deeds, and that Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Indian Paintbrush Subdivision dated July 19, 1977, and recorded in Book 59 of Photo, pages 460 to 462 and that Third Amendment to the Declaration of Covenants, Conditions and Restrictions of Indian Paintbrush Subdivision dated October 13, 1977, and recorded in Book 63 of Photo, pages 82 and 83, and those Amended Declarations of Covenants, Conditions and Restrictions recorded on the 22nd day of June, 1978 in Book 72 of Photo, Pages 149-161, and to declare the following protective covenants in their place;

NOW, THEREFORE, the declarants hereby declare that the lots in said subdivision, and each of them, shall be held, transferred, sold, conveyed, used, improved, occupied and held subject to these covenants, restrictions, easements, charges and liens, as hereinafter set forth.

1. PROPERTY SUBJECT TO COVENANTS. All of said restrictions, covenants, conditions, provisions and agreements are made for the mutual reciprocal benefit of each and every lot shown on those plats known as (Replat) Indian Paintbrush, Amended First Filing, as shown on that plat recorded July 5, 1977, in the records of the County Clerk of Teton County, Wyoming, as Plat No. 319, and Indian Paintbrush, Second Filing, according to that plat filed July 5, 1977, as Plat No. 320 in the Office of the Teton County Clerk, and Indian Paintbrush Third Filing, filed on July 18, 1978 as Plat No. ~~421 341~~ *JBK*

2. ARCHITECTURAL CONTROL. No building, fence or other structure shall be erected, placed or altered on any lot in the Indian Paintbrush Subdivision, hereinafter referred to as the subdivision, until the proposed building plans, specifications, building materials, plot plan (showing the proposed location of such building or structure, drives, outdoor lighting and parking areas, landscaping plans) and construction schedule shall have been approved in writing by the Architectural Committee, hereinafter referred to as Architectural Committee, its successors and assigns. The Architectural Committee reserves the right to control absolutely and solely to determine if the proposed construction complies with these covenants, conditions and restrictions and to decide the precise site and location of any house or dwelling or other structure upon all lots; provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site. Approval of plans, location and specifications may not be unreasonably withheld by the Architectural Committee, but refusal may be based particularly upon the ground that the structure is not in keeping with the surrounding landscape and natural beauty of the area or consistent with the other buildings in the area. The sum of \$50.00 shall be submitted, along with any proposed building or alteration plan, to the Architectural Committee to cover the expense of reviewing said plans. In addition, the Architectural Committee shall, from time to time, set a reasonable amount for additional deposits to be used as security against damage to common areas of the subdivision and to ensure compliance with these covenants and approved building plans. Two copies of any proposed plans and related data shall be furnished to the committee, one of which may be retained by

the committee for its records. Any approval given by the Architectural Committee shall not constitute a warranty, express or implied, of compliance with any applicable building or safety codes or for any other purposes other than the authority for the person submitting the plan or plans to commence construction.

3. LAND USE AND BUILDING TYPE. All lots in the subdivision shall be used exclusively for residential purposes and only new construction or alteration for existing construction shall be permitted. All buildings shall be designed in a character in keeping with the landscape and style of the area, and architecture of the area, and shall comply with all standard building and safety codes applicable in the State of Wyoming and Teton County. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, which may include a detached private garage, a suitable guest house, provided the use of such guest house does not overcrowd the site, and a utility building for the purpose of storage of boats, trailers, and like items, provided, however, that the Architectural Committee shall have the right to refuse to allow such utility or outbuilding to be constructed should such committee determine in its discretion that the proposed structure would not be suitable for the lot. Such guest house shall not be used for any activity normally conducted as a business. Except for guest houses presently existing on Lots 3 and 6, which were established residential rentals prior to the change in county law, no guest houses shall be rented for any purpose whatsoever regardless of county law governing rentals of such buildings.

4. RESIDENCE SIZE, HEIGHT AND LOCATION. The maximum and minimum area of enclosed main dwelling area shall be: maximum 5000 square feet, minimum 1000 square feet, exclusive of garage, together with the height restrictions shall be subject to the exclusive regulations, settling and control by the Architectural Committee. No building shall be located on any of the property nearer than fifty feet to any property line provided that the Architectural Committee shall have the right to grant variance in setback lines to enhance the construction of structures to take advantage of privacy, view, preservation of important trees, and the topography of each lot.

5. COMPLETION OF CONSTRUCTION. The exterior of all houses and other structures must be completed within six months after the construction of the same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

6. PROHIBITED ACTIVITIES. No manufacturing or commercial enterprise or enterprises of any kind for profit shall be maintained on, in front of, or in connection with any lot, nor shall any property be used for other than primarily residential purposes. No building or structure intended for manufacturing or commercial purposes, nor any apartment house, hotel, duplex house, lodging house, rooming house, church, meeting hall, nor building for like uses shall be erected, placed, or maintained upon any lot, said lots being intended primarily for residential

purposes only. This restriction shall not be construed, however, to preclude the use of any residence for a professional practice, a studio, workshop, or for artistic pursuits, or for recreational and such other endeavors not requiring the employment of labor other than the owner. None of said lots, nor any buildings thereon, shall be used for any illegal or immoral purposes and no public nuisance shall be maintained or permitted to exist thereon.

7. PROHIBITED STRUCTURES. No trailer home, mobile home, camper, basement, garage, outbuilding, or any other structure of a temporary or mobile nature, shall be used in the subdivision as a place of residence or habitation, either temporarily or permanently and except as the same may be customarily employed by contractors for and during the construction of improvements thereon, no tent, shack or any other structure of a temporary nature shall be erected, placed or permitted to remain on any property in the area.

For the purpose of allowing the free movement of wild animals, fences shall be kept to a minimum and allowed only when necessary and shall be approved by the Architectural Committee.

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

9. LANDSCAPING STRICTURES/WILDLIFE. In the construction of authorized improvements on any property, care shall be exercised not to unduly or unnecessarily disturb the natural landscaping thereof, and within one year after construction of such improvements, the landscaping on the unimproved part of the property disturbed or destroyed during construction shall be restored by the planting of natural grasses, trees or shrubbery of appropriate character and type, and except as necessary for construction of authorized improvements, native trees and timber shall not be removed from any lot except upon prior written consent of the Architectural Committee. Except to the extent reasonably necessary for the construction, reconstruction or alteration of any improvements for which the owner has obtained approved plans, no excavation or fill which would be visible from neighboring property shall be created or made upon any lot. Because the area of the subdivision is inhabited or frequented by various species of wildlife, which enhance the wilderness value of the area, and because the preservation of wildlife is desirable, no lot owner shall unnecessarily destroy or damage any wildlife habitat or injure or annoy any wildlife in the subdivision and each owner, by residing in the subdivision assumes the risk of damage to personal property caused by wildlife.

10. SIGNS AND LIGHTS. Except with the written consent of the Architectural Committee as to dimensions or purpose, no signs or exterior lights of any character shall be placed or maintained on any lot except:

(a) a sign identifying the owner or occupant thereof, the dimensions of which shall not exceed three square feet and which shall not be illuminated unless the same is affixed to the exterior of the main dwelling or guest house and only then by incandescent illumination.

(b) an light used to illuminate parking areas, grounds, or used for any other purpose shall be so arranged as to reflect the light away from any adjacent or nearby properties and away from the vision of passing motorists.

11. LIVESTOCK AND PETS. No cattle, sheep, goats, pigs, rabbits, poultry or other livestock of any description shall be kept or maintained on any part of said property, with the exception of dogs, cats or other animals which are bona fide house pets. Horses shall be pastured and stabled only in areas specifically designated by the Architectural Committee or its duly designated successor; provided, however, that not more than two horses may be stabled and pastured on lots four acres or greater in area if the size and location of said stable and corral are first approved by the Architectural Committee. The right to keep household pets and horses shall be conditioned upon the fact that said pets and horses do not become a nuisance or inconvenience to any of the residences or to wildlife in or near the subdivision, and said animals shall be restrained and kept under control at all times, especially during the winter months when wintering wildlife is in the area.

12. DIVISION OF LOTS. No lot shall be subdivided in any manner.

13. UTILITIES. All electric, television, radio, telephone, sewer, water and all other utility installations and connections from the property line of each lot to the structures located on the lot shall be placed beneath the ground. Fuel storage tanks shall be buried and butane, propane and other liquified petroleum gas shall not be used for fuel unless the storage facilities therefor are adequately screened or otherwise concealed to the satisfaction of the Architectural Committee.

14. AUTOMOBILE PARKING. Each lot shall provide off-street parking for at least two automobiles and in an amount to accommodate the parking requirements inherent in the nature of improvements of his property. No building permit shall be issued until provision is made in the plans for such off-street parking.

15. COMBINATION OF LOTS. Two or more contiguous lots, if owned by the same owner, may be combined as one lot for the purposes of applying the covenants and restrictions herein contained, provided that such record owner makes such election in writing and the same is duly recorded in Teton County, Wyoming.

16. WASTE AND TRASH DISPOSAL. Prior to the occupancy of a residence on any lot, proper and suitable provisions shall be made for the disposal of sewage by means of a septic tank or tanks constructed on such lot for the disposal of all sewage, and all sewage shall be emptied or discharged into such tank. No sewage shall be emptied or discharged into any drain-field, pond,

creek, marsh or river. The septic tank leach field shall be contained entirely within the boundaries of the lot to be served.

No trash, brush piles, rubbish, junk, inoperative vehicles, including trailers, and no other unsightly items of property or waste shall be collected or placed or permitted to remain on any property. The owner or occupant of each lot in the subdivision shall do all things necessary or desirable to keep the same neat and in good order at all times.

Should a central sewage system be constructed for use in the subdivision and sewer mains installed, each lot owner shall be required to use such sewer mains, and shall not use a separate sewage tank or system on any lot. All lot owners who have already installed such septic tank shall discontinue their use and connect to and use the central sewage system within one year after the same becomes available. Nothing contained herein shall be deemed to require the declarants to construct such a sewage system and if such a sewage system is ever required by appropriate public health authorities, and the declarants elect not to construct such a system, the same shall be constructed by the lot's owners by the formation of a sewer district or other suitable legal entity in accordance with the laws of the State of Wyoming.

17. WATER SERVICE. No private water wells may be drilled or maintained on any lot if there is a central water distribution system within fifty (50) feet of such lot with an average daily water pressure in such line adequate for normal household use in dwellings served by such distribution line.

18. ROAD, VEHICULAR AND OTHER RESTRICTIONS. It is understood and agreed that the roads within the subdivision are deemed common land, and shall be subject to the control of the Indian Paintbrush Homeowner's Association as hereinafter provided for. No vehicle, trailer, mobile home, trailer home or any other means of conveyance, of whatsoever kind or nature, including but not limited to watercraft and whether for the carriage or transport of persons, animals or materials and whether motor powered or otherwise, shall be parked on the roads in the area at any time. No vehicle of a size larger than a now-standard American-manufactured motorcar or pickup truck and no vehicle the primary use or design of which is for the transportation of passengers for hire and no vehicles intended to be used primarily for sport, commerce or industry, such as trucks, campers, house trailers, buses, boats, boat trailers, snowmobiles and snowmobile trailers, tractors and trailers shall be parked on the off-street parking areas hereinabove required or any part of the front portion of driveways or other ways of access in the area of any property or properties for a continuous period of more than forty-eight hours, unless such vehicle or equipment is placed in a garage or appropriate outbuilding except upon the prior written consent of the Architectural Committee. The use of motorcycles or snowmobiles in the subdivision is prohibited; provided, however, that said vehicles may be operated to and from the owner's house over roadways, during such hours as are not to create a nuisance to residents within the subdivision. The Architectural Committee shall further have the right to set speed

limits and other restrictions for the use of the roads from time to time. All authorizations granted herein may be delegated by the Architectural Committee to the Indian Paintbrush Homeowner's Association.

19. DESTRUCTION OF IMPROVEMENTS. In the event any structure is destroyed either wholly or partially by fire or other casualty, such structure shall be promptly rebuilt or remodeled to conform with the covenants contained herein, or all remaining portions of the structure, including foundations, and all debris, shall be promptly removed from the property.

20. SUMMARY ENFORCEMENT. In the event of the violation or breach of any of the restrictions, conditions, covenants or agreements herein contained, the declarants, Architectural Committee, Indian Paintbrush Homeowner's Association, or any person hereafter owning any property in the subdivision shall have the right to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same to recover damages for such violations or obtain injunctive relief, either mandatory or prohibitive, to prevent such violation or to re-establish prior existing and unobjectionable condition.

The declarants or the Architectural Committee shall also have the right to enter upon any lot or lots on which, or as to which, a violation or breach of these restrictions exists, and summarily abate or remove, at the expense of the owner thereof, any structure, thing or condition that may exist therein contrary to the intent and meaning hereof, and they shall not be deemed guilty of any manner of trespass for or by reason of such entry, abatement or removal. The declarants, or Architectural Committee or their agents, may likewise enter upon such land to remove any trash which has collected on any lot without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be construed as an obligation on the part of the declarants or the Architectural Committee to take any such action, or to remove any trash, etc.

21. ARCHITECTURAL COMMITTEE. The Architectural Committee shall be composed of the President of Indian Paintbrush Homeowners Association and two owners appointed by the Board of Directors for a two year term. Any act by the majority of a quorum of the then acting Architectural Committee shall constitute the act of the entire committee. Two members shall be deemed to constitute a quorum. Vacancies in the committee prior to the expiration of a member's term caused by death, resignation or inability to act, or any other reason shall be filled by the remaining members of the committee. The Architectural Committee may appoint a representative or representatives to carry out the administrative acts of the committee from time to time.

22. HOMEOWNER'S ASSOCIATION. Pursuant to prior declarations, a non-profit Homeowner's Association known as the Indian Paintbrush Homeowners Association has been created by the declarants and every person or entity who is a record owner of a fee interest in any lot which is subject by covenants of record to assessment by the association shall be a member of the

association provided that for any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. The rights, duties, assessments and other obligations of the Indian Paintbrush Homeowner's Association shall be governed by these restrictive covenants and by the certificate of incorporation and by-laws adopted by such association.

23. VOTING RIGHTS. Each member of the association shall be entitled to one whole vote for each lot in which he holds the interest required for membership by the preceding section. When more than one person holds such interest in any lot, all such persons shall be members, but shall be entitled collectively to no more than one whole vote with respect to any such lot.

24. RIGHTS OF MEMBERS. Each member of the association shall be entitled to voting rights therein in accordance with these covenants and shall possess the right to the use and enjoyment of common property subject to the following:

(a) The right of the association, in accordance with its articles and by-laws, to borrow money for the purpose of improving the common properties, and in connection therewith to mortgage said properties; and,

(b) The right of the association to take such steps as are reasonably necessary to protect the common properties against foreclosures; and,

(c) The right of the association, as provided in its articles and by-laws, to suspend the use and enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and,

(d) The right of the association to establish reasonable rules and regulations relating to the use of the common properties in accordance with its articles and by-laws; and,

(e) The right of the association to dedicate or transfer all or any part of the common properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members provided, however, that no such dedication or transfer, or determination as to the purposes or as to the conditions thereof shall be effective unless an instrument signed by members entitled to cast two-thirds of the votes has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action taken; and,

(f) The right of the association in connection with the adoption of any plan for its liquidation or dissolution to sell, lease or otherwise dispose of all or any part of the common properties, except that in no event may the association adopt any plan of liquidation or dissolution for any common properties

consisting of roads or utility easements, unless a public agency or other body of like nature has agreed to accept the same.

25. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The declarants for each lot owned by them within the subdivision hereby covenant and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant, and agree to pay to the association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

26. PURPOSE OF ASSESSMENTS. The assessments levied by the association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the subdivision and in particular for the improvement and maintenance of properties, services, utilities, roads and facilities devoted to this purpose and related to the use and enjoyment of the common properties and of the homes situated within the subdivision, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

27. ANNUAL ASSESSMENTS. The annual assessment shall be set by vote at the annual meeting of the members of the Indian Paintbrush Homeowners Association by the majority of members attending, either in person or by proxy for the next succeeding year.

28. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments as authorized by paragraph 27 above, the association may levy in any assessment year a special assessment, applicable to that year only, for any purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

29. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the association to be the date of commencement.

The annual assessments shall become due and payable semi-annually on the dates fixed by the Board of Directors of the association

The due date of any special assessment under paragraph 28 hereof shall be fixed in the resolution authorizing such assessment.

30. DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors of the association shall fix the date of commencement and the amount of the assessment against each lot for each assessment period of at least ten (10) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the association and shall be open to inspection by any owner.

Written notice of the assessment shall thereupon be sent to every owner subject thereto which shall include notice of the interest rate at which delinquent assessments will be charged.

The association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

31. EFFECT OF NON-PAYMENT OF ASSESSMENT: THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF ASSOCIATION. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon at a rate established by the Board of Directors and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. Upon the death of the then owner during the statutory period, his personal obligation shall become a liability of his estate, payable by his personal representatives from the assets thereof.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest at the rate and from the date of delinquency at a vote decided by the Board of Directors, and the association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

32. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have

become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

33. EXEMPT PROPERTY. The following property subject to this declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; and (b) all common properties.

34. WAIVER. No delay or omission on the part of the declarants or any future owner of any lot contained in the said subdivision in exercising any right, power or remedy herein provided for in the event of any breach of any of the provisions, conditions, restrictions and covenants herein contained, shall be construed as a waiver thereof or an acquiescence therein. No right of action shall accrue nor shall any action be brought or maintained for or on account of the failure of any such persons to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing herein any provisions, conditions, restrictions or covenants which may be unenforceable.

35. ASSIGNMENT. Any or all of the right, title, interest and estate given to or reserved by the declarants herein may be transferred or assigned by appropriate instrument in writing executed by the declarants and recorded in the Office of the County Clerk for Teton County, Wyoming.

36. VALIDITY. In the event that any one or more of the provisions, covenants, conditions or restrictions or any part thereof, herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, covenants and conditions and restrictions herein set forth shall be continued unimpaired and in full force and effect.

37. TERM. All of the provisions, restrictions, covenants and conditions set forth in this declaration shall affect each and all of the lots contained in the subdivision and shall run with the land, and shall exist and be binding for a period of ten (10) years from the date hereof; provided, however, that these covenants shall be automatically extended for successive ten-(10) year periods following the original ten-year period, unless a notice of termination is executed by the owners of seventy-five percent (75%) of the lots subject to these restrictions and filed with the Office of the County Clerk for Teton County, Wyoming. These covenants or any provisions hereof may be terminated, modified or amended as to the whole of this property or any portion thereof, with the written consent of the owners of two-thirds of the lots subject to these restrictions, and all lots within the subdivision shall be subject to such changes provided further, however, such modification, amendment or termination shall be filed with the Office of the County Clerk for Teton County, Wyoming.

38. ADDITIONAL FILINGS. The right is hereby reserved by the declarants to include, from time to time, additional land or

replated lands within the Indian Paintbrush Subdivision, as additional filings, by filing with the County Clerk for Teton County, Wyoming, a plat describing such additional land and either a supplemental declaration of restrictive covenants or a declaration referring to the above-recited restrictive covenants subjecting such additional land to the covenants and conditions hereof.

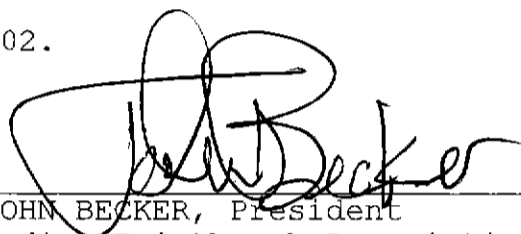
39. COUNTERPART EXECUTION. This document may be executed by the owners in counterpart copy, and the appending of an original signature page to this Second Amended Declarations of Covenants, Conditions and Restrictions shall be deemed to be valid execution of the original document.

40. RECORDING. In lieu of recording the assent of each owner executing this Second Amended Declarations of Covenants, Conditions and Restrictions, the same may be recorded with a certification of the President and Secretary of the Indian Paintbrush Homeowner's Association of the number of owners who's original signatures been obtained and that the same are available for inspection with the records of the Indian Paintbrush Homeowner's Association.

CERTIFICATION

The undersigned, duly elected President and Secretary of Indian Paintbrush Association, a Wyoming Nonprofit Corporation d/b/a Indian Paintbrush Homeowner's Association, do hereby certify that owners representing forty-three lots of the Indian Paintbrush Subdivision (all filings), which constitutes two-thirds of the lots subject to the current restrictions, have executed the forgoing Second Amended Declaration of Covenants, Conditions and Restrictions and the originals thereof are available for inspection with the records of Indian Paintbrush Homeowner's Association.

Dated this 5<sup>th</sup> day of ~~May~~ June, 2002.



JOHN BECKER, President  
Indian Paintbrush Association,  
a Wyoming Nonprofit  
Corporation d/b/a Indian  
Paintbrush Homeowner's  
Association



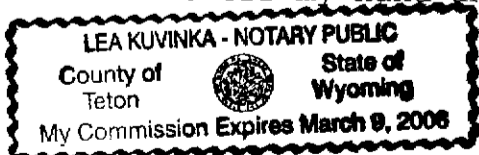
CHERYL RAINEY, Secretary  
Indian Paintbrush Association,  
a Wyoming Nonprofit  
Corporation d/b/a Indian  
Paintbrush Homeowner's  
Association

STATE OF Wyoming )  
County of Teton ) ss.

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by JOHN BECKER, President, Indian Paintbrush Association, a Wyoming Nonprofit Corporation d/b/a Indian Paintbrush Homeowner's Association and CHERYL RAINEY, Secretary, Indian Paintbrush Association, a Wyoming Nonprofit Corporation d/b/a Indian Paintbrush Homeowner's Association this 5 day of June, 2002.

Witness my hand and official seal.

  
NOTARY PUBLIC

My commission expires: 3/9/06