

**SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
INDIAN SPRINGS RANCH SUBDIVISION**

**RECITALS**

**A. WHEREAS**, Indian Springs Ranch Limited Partnership (the "Developer") subdivided certain property located in Teton County, Wyoming, and commonly known as the Indian Springs Ranch Subdivision (the "Subdivision"), shown and described on a certain plat prepared by Jorgensen Engineering and Land Surveying, P.C., dated August, 1992, recorded in the land records of Teton County in Book of Maps 2 as Plat No. 757, and by Plat 944, filed February 2, 1999 (collectively, the "Plat");

**B. WHEREAS**, the Developer recorded a Declaration of Covenants, Conditions and Restrictions on certain Sites in the Subdivision on September 2, 1992, as Document No. 0336431 in Book 257, Pages 398-417; as amended by that certain Covenant, recorded November 4, 1992, and by that certain Supplemental Declaration of Covenants, Conditions and Restrictions, recorded December 18, 1992, as Document No. 0342828 in Book 263, Pages 279-80; and by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions, recorded August 17, 1994, as Document No. 0381121 in Book 294, Pages 354-56; and by that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Indian Springs Ranch Subdivision, recorded March 4, 2003 as Document No. 0590232 in Book 493 , Pages 993-1059, (as so amended, the "Declaration"), and the Declaration restricted the use and enjoyment of those certain Sites in the Subdivision;

**C. WHEREAS**, the Developer recorded a Warranty Deed and Scenic Easement on certain Sites within the Subdivision not covered by the Declaration on September 2, 1992, as Document No. 0336432 in Book 257, Pages 418 to 497, as amended by that certain First Amendment to Warranty Deed and Scenic Easement, recorded on October 7, 1997, as Document No. 0449687 in Book 341 Pages 911-12 (as amended, the "Scenic Easement"). The Scenic Easement was granted to the Indian Springs Ranch Homeowners Association, Inc., a Wyoming non-stock corporation (the "Association") and the Teton County Scenic Preserve Trust, as co-grantees, for the purpose of protecting the open space within the Subdivision (which Scenic Easement was subsequently assigned by Teton County Scenic Preserve Trust to the Jackson Hole Land Trust);

**D. WHEREAS**, the Owners of Sites in the Subdivision who are Members of the Association (collectively the "Association") amend and restate the Declaration as set forth hereafter.

This Second Amended and Restated Declaration of Covenants, Conditions and Restrictions (hereinafter, this "Second Amended and Restated Declaration") shall limit and control the use and development of certain real property, made effective this 1<sup>st</sup> day of June, 2005, by the Association (the Association and the signing Members are hereinafter sometimes collectively referred to as the "Declarant").

Grantor INDIAN SPRINGS RANCH  
 Grantee: THE PUBLIC  
 Doc 0666919 bk 613 pg 149-178 Filed at 1:25 on 12/23/05  
 Sherry L Dalgie, Teton County Clerk fees: 136.00  
 BY MARY SMITH Deputy

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ABSTRACTED
SCANNED

1. **PURPOSE.** The property within the Subdivision contains significant wildlife habitat and is of high scenic and natural value. The Association and the signing Members set forth this Second Amended and Restated Declaration for the purpose of providing consistent, compatible and attractive development of those certain subdivided sites and to preserve and maintain the natural character and value of those subdivided sites and any part thereof.

2. **DECLARATION.** The Declarant hereby declares that the ownership, use, sale, conveyance, encumbrance, occupancy, lease and development of certain of the subdivided sites on Exhibit A, annexed hereto and incorporated herein and described specifically as:

Sites 1 through 41, inclusive  
Sites 47 and 67  
Sites 58, 62 through 66

Ranch Headquarters 60

and any portion or subdivision thereof (which Sites shall hereinafter collectively be described as the "Property") shall be subject to and limited by the following covenants, conditions, and restrictions (hereinafter referred to as the "Covenants"). The Covenants shall run with the land, and shall be binding upon all parties having or acquiring any legal or equitable interest in or title to the Property or any part thereof, including corporations, limited liability companies, general, limited, or limited liability partnership interests, and shall inure to the benefit of and be enforceable by every Owner of any part of the Property. Those Sites of the Subdivision not expressly referenced in this Paragraph shall not be subject to the Amended and Restated Declaration, with the exception that Sites 53, 54, 55, 56, and 61 (hereinafter referred to as the "Open Space Sites") are subject to Paragraph 5y of the Covenants, and Sites 44, 45, 46, 53, and 68 are subject to Paragraph 12.

3. **DEFINITIONS.** The following terms and phrases used in these Covenants shall be defined as follows:

a. "Association" shall be defined as the nonprofit corporation established to administer and enforce the terms and conditions of this Second Amended and Restated Declaration and the Covenants herein, and shall be the Owner of Sites 47 and 67, which comprises the Interior Roads.

b. "Benefited Service" shall be defined as a service provided to at least one, but less than all Sites, as determined by the Board. A "Benefited Site" is a Site that receives a Benefited Service.

c. "Board" shall be defined as the Board of Directors of the Association.

d. "Building Envelope" shall be defined as the contiguous outlined area within a Site identified on the Plat, within which all buildings are or shall be constructed.

e. "Common Services" shall be defined as services incurred by the Board for the maintenance and operation of the Property and the enhancement of wildlife and ecological resources thereon, including, maintenance and control of certain amenities,

insurance, implementation of wildlife and ecological resource programs and any other services deemed necessary by the Board.

f. "Design, Environment and Wildlife Committee" or "DEW Committee" shall be defined as the committee appointed by the Board whose responsibility it shall be to review all building and construction plans, plans for Site modification, habitat enhancement plans and wildlife management programs. Upon such review the DEW Committee shall make recommendations to the Board for all activities on the Property requiring Board approval.

g. "Development" shall be defined as any alteration of the natural land surface, and all buildings, structures or other site improvements placed on the land or alterations made to accommodate the use of a Site. Development shall be deemed to begin on the date construction or other alteration of a Site commences, and a Site shall be deemed to be a "Developed Site" on the first day of such Development.

h. "Interior Roads" shall be defined as the private roadways within the Property comprising Sites 47 and 67 which provide access to individual Sites, and which are designated as Sites 47 and 67 on the Plat and Exhibit A. The Interior Roads are owned by the Association.

i. "Member" shall be defined as the Owner of a Site.

j. "Open Space" shall be defined as Lots 44, 45, 46, 52, 53, 54, 55, 56, 57, 61 and 68.

k. "Owner" shall be defined as the record owner of a Site, including Ranch Headquarters 60, including a recorded contract purchaser, but excluding anyone having an interest in a Site as security for the performance of an obligation.

l. "Principal Residence" shall be defined as the single family residential structure, constructed on any Residential Site, which is the principal use of such Site, and to which other authorized structures on such Site are accessory.

m. "Property" shall be defined as those certain Sites described in Paragraph 2 which are subject to these Covenants.

n. "Ranch Headquarters 60" or "RH60" shall be defined as that Site shown on the Plat and Exhibit A as Site 60.

o. "Residential Member" shall be defined as the owner of a Residential Site.

p. "Residential Site" shall be defined as sites 1-41 inclusive, 58, and 62-66 inclusive.

q. "Road Costs" shall be defined as expenses relating to maintenance, snow removal, and improvement of the Interior Roads, maintenance and repair services for

utilities in the rights-of-way of such roads, and any taxes assessed against Sites 47 and 67.

r. "Site" or "Sites" shall be defined as any of those certain lots or sites designated on the Plat and Exhibit A as Sites 1 through 41 inclusive, Sites 47 and 67, Sites 58 and 62 through 66, inclusive, and Ranch Headquarters 60. Ranch Headquarters 60 discrete uses as a Site are defined in Paragraph 11, and its assessment obligations are defined in Paragraph 7.a. For the limited purposes set forth in Paragraph 2, "Sites" shall also include Sites 44, 45, 46 and 68.

**4. SUBMISSION AND APPROVAL OF IMPROVEMENT PLANS.** The provisions of this Paragraph 4 do not apply to Ranch Headquarters 60 except as expressly provided in Paragraph 11. No building, structure, road, fence, or improvement of any kind shall be erected, built, located, altered, modified, enlarged, reconstructed or permitted to remain on any Site, and no construction activities or removal of trees or other vegetation shall be commenced until a notice of approval of such plans has been issued therefor by the Board, or until approval has been deemed given, as provided herein. Approval by the Board shall not be unreasonably withheld.

a. Five (5) complete sets of plans and specifications for any Site improvement, construction, modification or alteration, including tree removal, and a list of the names and addresses of all Owners whose property lies within 1,000 feet of the proposed construction Site shall be submitted to the DEW Committee. The plans shall include a plot plan indicating the location of the Building Envelope on the Site and the location of the proposed development or improvements within the Building Envelope. Sufficient information shall be submitted to demonstrate compliance with all of the requirements of these Covenants. A fee as the Board may from time to time establish, shall be paid to the Board for the processing and review of all structures within the Building Envelope. Each application for approval shall contain a certification signed by the Owner that a copy of this Second Amended and Restated Declaration, along with any improvement plan policies or guidelines adopted by the DEW Committee or the Board, have been provided to any contractor, architect or engineer responsible for the preparation of the plans and specifications and construction of the improvements thereof.

b. Within three (3) business days after receipt of the plans and specifications, the DEW Committee shall deliver written notice of such pending review to all Owners whose property is located within 1,000 feet of the proposed construction Site. All Owners shall have the right to comment on the proposed development in the manner and to the extent as may, from time to time, be established by the Board.

c. The DEW Committee shall review the plans and specifications and shall determine within thirty (30) days after receipt thereof whether the proposed use, modification or development conforms to the requirements of these Covenants. If the DEW Committee fails to review and act upon the plans and specifications within thirty (30) days from the submission thereof, the plans and specifications as submitted shall be deemed to be recommended for approval; provided, however, that any development proposed outside the boundaries of the Building Envelope as designated on

the subdivision plat, or any proposed development that fails to meet the height or area limitations as set forth herein, and not acted upon within the thirty-day period, shall be deemed automatically disapproved and denied. The Board shall retain one set of plans and specifications.

d. The Board shall have the authority to issue notice of approval of plans after consideration of the recommendation of the DEW Committee, or in the absence of action by the DEW Committee, the Board shall have the authority to review and consider approval of any submitted plans. The Board shall approve or disapprove building plans within thirty (30) days after the Board's receipt of a recommendation from the DEW Committee. In the event that the DEW Committee fails to take action with respect to building plans within thirty (30) days, the Board shall have forty-five (45) days after the expiration of the DEW Committee's thirty-day review period. When a decision has been made, the Board shall promptly submit notice that the plans have been approved or rejected to the proponent Owner and the Owners within 1,000 feet of the proposed construction Site. The plans shall be deemed approved (unless automatically disapproved under subparagraph (c) above) if (i) the Board has failed to accept or reject the plans in the allocated time; or (ii) notice of the Board's decision has not been sent to the proponent Owner within five (5) business days after the allocated time has elapsed. The Board also shall have authority to review any decision of the DEW Committee, and to consider any matter that is subject to review or approval by the DEW Committee, and any decision of the Board on any such matter shall take precedence over any decision of the DEW Committee. In any instance where approval of the DEW Committee is required, approval by the Board shall be deemed approval by the DEW Committee.

**5. DEVELOPMENT AND USE RESTRICTIONS.** All use and development on any Site shall be limited and restricted by and shall conform to the following requirements. The following restrictions do not apply to Ranch Headquarters 60, except where expressly otherwise noted.

a. Provisions in Addition to County Land Use Regulations. This subparagraph also applies to Ranch Headquarters 60. Conformity with any and all applicable land use regulations of Teton County shall be required, in addition to the requirements of these Covenants, except that the Covenants in this Paragraph 5 shall apply to Ranch Headquarters 60 only where specifically noted in this Paragraph 5. In case of any conflict, the more stringent requirements shall govern. Ranch Headquarters 60 shall be developed in conformity with the provisions of Paragraph 11 of the Covenants. The recorded PUD and final Development Plan for Ranch Headquarters 60 shall be amended and applied to reflect the provisions in Paragraph 11 of the Covenants.

b. Authorized Use. Only single-family residential use shall be permitted on any Residential Site. No commercial, industrial or other use whatsoever shall be permitted, except home office use as provided in subparagraph 5.ff.

c. Re-subdivision. Ranch Headquarters 60 shall be governed by the terms and conditions of Paragraph 11 of the Covenants. All other Residential Sites within the Property shall not be subject to division, subdivision, or re-subdivision.

d. Authorized Structures. Only one Principal Residence, one guest house, and one garage or other accessory structure shall be permitted within the Building Envelope designated on the Plat within each Residential Site, subject to any additional restrictions contained herein. In no event shall there be more than three structures on any Site. The guest house and accessory structure may be constructed and occupied prior to the construction of the Principal Residence.

e. Building Envelope. Ranch Headquarters 60 shall be governed by the terms and conditions of Paragraph 11 of the Covenants. All buildings, and other authorized improvements shall be constructed within the Building Envelope shown within the Sites on the Plat and all buildings within the Building Envelope must adhere to the setback requirements as stated on sheet one of the Plat. With the exception of habitat enhancements described in the following subparagraph, no improvement or development shall be permitted on any Site outside of the Building Envelope except access driveways, utility installations and bridges. Minor adjustments not to exceed twenty (20) feet may be made to Building Envelope boundaries provided setback requirements as stated on sheet one of the Plat are met and that total platted square footage of the Building Envelope remains unchanged.

f. Habitat Enhancement. Wildlife habitat and wetland enhancements are acceptable physical alterations to the Property. However, prior to undertaking any enhancement activities, a plan describing enhancements must be submitted to the DEW Committee for approval. If such plan proposes alterations to any wetlands areas, any Owner proposing such alterations must ensure full compliance with all applicable wetland protection laws and regulations including the Clean Water Act and the Section 404 permit process described therein and all engineering and water rights requirements of the Wyoming State Engineer's Office. The Association, working in conjunction with adjoining land owners, will have the right to enforce obligations of Members who undertake pond or habitat enhancement improvements on lands adjoining the Property. This will include, but not be limited to, the obligation to pay the costs of construction and ongoing maintenance of any such improvements. All such obligations will be considered a Benefited Service for the Site(s) adjoining the improvements.

g. Construction. Structures shall be designed and finished to complement the natural topography and landscape and utilize colors which blend with the surrounding environment. Use of native building materials such as log, stone and cedar shall be encouraged. No structures shall be painted with bright colors which contrast with the surrounding environment. The roof of all structures shall be constructed of materials approved by the DEW Committee and shall have a pitch providing not less than a 4 5 inch vertical rise for every 12 inch horizontal distance (4.5"/12") nor greater than an 8 inch vertical rise for every 12 inch horizontal distance (8"/12"). No prefabricated or modular structures of any kind shall be permitted. Used materials may be permitted, in the discretion of the DEW Committee, in the construction of any structure. All construction shall be completed within two (2) years from the commencement date of construction, unless the Board approves an extension for good cause. "Completion of construction" shall be the date upon which a Certificate of Occupancy is issued and the

landscape work is substantially complete. Failure to complete construction within the two-year period, or any written extension thereof, shall result in an assessment of One Thousand Dollars (\$1,000.00) per day against the Owner until completion of construction, which assessment shall automatically become a lien against the Site. Any delay or failure of the Board to exercise the rights under the preceding sentence shall not be deemed a waiver or bar enforcement.

h. Height Limitations, Floor Area Limitations. No building shall be greater than thirty (30) feet in height, unless a lower height is otherwise noted on Exhibit B annexed hereto and incorporated herein, in which case, the maximum height shall be the height set forth on Exhibit B. The height of a structure shall be measured vertically at any cross section of the building from the original grade, or from the finished grade of a grading plan approved by the DEW Committee, excepting minor swales, depressions or other irregularities occurring within the footprint of the building, as determined by the DEW Committee, to the high point of the building at the cross section. Prior variances or deviations from the design and construction requirements shall not estop or prevent the Board or the DEW Committee from rejecting any subsequent application based on lack of conformity or failure to comply with design requirements hereof. Any waiver of any design requirements by the Board or the DEW Committee will constitute a waiver for that requirement only, and will not constitute a waiver for any other requirement, whether by a different Owner or by the same Owner for a different requirement. The Principal Residence shall have a minimum total floor area of 1,500 square feet on all floors, a maximum single floor area of 6,000 square feet on any floor, and a total maximum floor area of 8,500 square feet on all floors. Any garage, guest house or other accessory building shall have a maximum total floor area on all floors of 1,200 square feet. Floor area shall be defined as any area within a building or structure that is fully enclosed. Specific design and environmental restrictions, performance standards, and other construction limitations on specific Sites are described in Exhibit B.

i. Fences. No boundary fences around the perimeter of any Site or around the perimeter of any Building Envelope shall be permitted. The following are the only fences permitted on any Site, which shall be within the Building Envelope and must be approved by the DEW Committee:

(1) fences around garden plots, swimming pools and tennis courts, the height, length, size, construction type, and color of which shall be approved by the DEW Committee;

(2) a dog kennel, the height, size, construction type and location of which shall be approved by the DEW Committee, provided that the kennel is contiguous to and bordered on one side by one of the three permitted structures, wholly within the Building Envelope, but in no event less than 100 feet from the Site boundary, and containing an area no greater than 600 square feet.

(3) corral fencing on Sites 36, 37 and 38, the height, size, construction type and color of which shall be approved by the DEW Committee.

(4) existing fences and corrals on Ranch Headquarters 60 will be maintained by the Association, including replacement fences and corrals.

j. Utilities. Electrical and telephone utility lines have been installed underground in the rights of way of the Interior Roads. Connections from Sites within the Property to the underground utility lines shall be completed at the expense of the Owner of that Site and shall be underground. An Owner may install a satellite dish and/or other antennae within the Building Envelope, provided such improvements are appropriately screened from view and approved by the DEW Committee.

k. Temporary Structures Prohibited. This subparagraph also applies to Ranch Headquarters 60. No temporary structures, such as modulars/trailers, tents, shacks or other similar buildings shall be permitted on any Site, except construction-related structures during construction as authorized by the Board; provided, however, that horse trailers and recreational vehicles may be stored on Ranch Headquarters 60 as provided in Paragraph 11 below.

l. Maintenance. Each Site and all improvements thereon shall be maintained in a clean, safe and sightly condition. Boats, boat trailers, tractors, snowmobiles, vehicles other than automobiles, campers (whether or not on a truck), snow removal equipment, and garden or maintenance equipment shall be kept at all times, except when in actual use, within one of the approved enclosed structures. 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. Service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrub or tree clippings or plant waste, materials, bulk materials, scraps, refuse or trash shall be kept, stored or allowed to accumulate on any Site. An area 200 feet in radius around buildings shall be kept clear of dead or fallen trees and excess ground fuels to mitigate potential fire danger.

m. Pets. No livestock or pets shall be kept or maintained on any Residential Site except as provided herein. No breeding of animals for commercial purposes shall be allowed on any Site. Any animals or livestock permitted to be kept on a Site shall be restrained and controlled at all times so that they do not cause a nuisance to neighboring Site Owners, and so that the presence or activity of any such pets or livestock does not harass or endanger wildlife. Dogs, cats and pets which are normally kept and maintained indoors shall be permitted on a Site. Any pet, however, shall be kept on a leash or in an approved kennel at all times when outside. No dog, cat or other pet shall be allowed to roam freely on the Property. No livestock shall be considered to be a pet. Horses shall not be stabled, corralled, or otherwise cared for on any Site, except that the Site Owners of Sites 36, 37 and 38 shall have the right to maintain no more than four (4) horses on each of those three Sites, provided that the horses are corralled and that one of the three permitted structures on such Site is used as a stable. Keeping or maintaining a horse on any Site (except Sites 36, 37 and 38) for more than six (6) hours shall constitute a violation of these Covenants. Not more than a total of two (2) dogs and two (2) cats may be kept on any Site, provided, however, that a litter of puppies or kittens may be kept or maintained upon any Site for a period not to exceed six (6) months, provided that said

puppies or kittens are maintained and restrained as provided herein and are not being raised in violation of these Covenants. If any animal is caught or identified roaming freely or harassing livestock, wildlife or people, the Board shall have the authority to have such animal or animals impounded at any available location, and may assess a penalty against the Owner of such animal or animals of not more than Two Hundred Fifty Dollars (\$250.00), or such amount as the Board may from time to time establish, plus all costs of impoundment. If any such animal or animals are caught or identified roaming freely or harassing wildlife, livestock or people on a second occasion, the Board shall have the authority to have such animal or animals impounded or destroyed, the determination of disposition being in the sole discretion of the Board. In the event that such animal or animals are not destroyed, the Board may assess a penalty of Five Hundred Dollars (\$500.00) per animal, or such amount as the Board may from time to time establish, plus costs of impoundment. If any such animal or animals are caught or identified roaming freely or harassing wildlife, livestock, or people on a third occasion, the Board shall have authority in its sole and absolute discretion to have such animal or animals impounded or destroyed and shall have the authority to ban indefinitely the Owner of the Site from keeping any animals on that Site or any other Site. No Owner of any animal or animals impounded or destroyed for roaming freely or harassing livestock, wildlife or people shall have a right of action against the Association, the Board or any member thereof for the impoundment or destruction of any such animal or animals.

n. Lighting. This subparagraph also applies to Ranch Headquarters 60. No light shall be unreasonably bright or cause glare on any adjacent Site. All exterior lights shall be downcast by design at no more than a 45 degree angle from a vertical line to the ground from the light and shall radiate within a limited radius of ground focus. Lights cast upwards towards walls or trees shall not be allowed on any Site. All interior lights shall be designed to avoid emission of glare or unreasonable brightness from any window, door, or other opening in the building. Exterior lighting, except downcast walkway and driveway lighting not more than three (3) feet above ground, shall not be used for extended periods, shall not be left on overnight, and shall not be used unless the Site is occupied. All building plans shall include specifications for both the interior and exterior lighting plans and shall be subject to approval by the Board at its sole discretion

o. Noxious or Offensive Activities. This subparagraph also applies to Ranch Headquarters 60. No noxious or offensive activity shall be permitted on any Site. No unreasonably loud or annoying noises, or noxious or offensive odors shall be emitted beyond the Site lines of any Site. No Owner shall be permitted to maintain a nuisance on any Site, either by use, activity, neglect, abandonment, failure to maintain structures or by allowing an unreasonable risk of fire or otherwise. No use, activity or condition on any Site shall violate any state or local law.

p. Signs. No signs or advertising devices shall be erected or maintained on any Site, except a sign approved by the Board which identifies the Owner or resident and the address of each Site, and except street and directional signage on Sites 47 and 67.

q. Water and Sewer Disposal Systems. Each dwelling on Sites 1 through 17, inclusive, and Sites 35 through 38 inclusive, shall be connected to a water supply and

sewage disposal system contained wholly within the Site at the sole expense of the Owner; provided, however, that each dwelling on Sites 36, 37 and 38 may elect to connect to the Town of Jackson municipal water and sewer disposal system, at the respective Owner's sole expense. Each dwelling on Site 39 through 41, inclusive, and Ranch Headquarters 60 is currently connected to the Town of Jackson municipal water and sewer disposal system. In the event a Site is connected to the Town of Jackson municipal water and sewer system, and utilizes such system as the Site's exclusive water and sewer system, that Site shall not be required to comply with any leach field or other private water and sanitary standards described herein. All private systems and connections to municipal systems shall conform to all applicable standards of the State of Wyoming, Teton County and any regulatory agency. Each dwelling and any other structure with a bathroom on Sites 18 through 34, 58, and 62 through 66, inclusive, shall be connected to a private central water and sanitary sewer system serving those Sites. Each Site that is connected to the central system also shall have a septic tank within the Site between any structure and its connection to the central system. No outdoor toilets shall be permitted on any Site, except during construction on such Site.

r. Interior Roads. The Interior Roads shall be deemed private roads at all times, and shall be used for nonexclusive ingress and egress from the public right of way to each Site and for access among the Sites. There shall be an easement across Sites 47 and 67 for general underground utility installation, use, and maintenance as described in the certificate of the owner on the Plat and as otherwise may be approved by the Association. Notwithstanding anything to the contrary herein, the Association shall have the right to construct, maintain, repair, rebuild, patch, grade, clear, clean and improve the Interior Roads, roadbeds, and adjacent drainage ditches and berms within the area of Sites 47 and 67, including the right to use herbicides and pesticides.

s. Snowmobiles, All-Terrain Vehicles and Motorcycles Prohibited. No snowmobile, all-terrain vehicle, motorcycle or other similar device shall be operated on any Site except that such vehicle 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 any such vehicle is not strictly limited to access use.

t. Wildlife Protection. This subparagraph also applies to Ranch Headquarters 60. It is recognized by the Association and the Owners of all Sites within the Property that many wildlife species live on or migrate through the Property during various times of year. Upon purchase of any Site within the Property, the Board shall provide to the Owner a copy of a wildlife study for the Property completed by a local wildlife biologist in order to provide information on the wildlife and other natural resources on the Property and the adjacent area. All Owners shall inhabit the Sites so as to maximize the wildlife and shall not conduct activities which are designed to harm or impede the wildlife.

The following limitations on use and development are intended, in addition to all the other requirements of this Second Amended and Restated Declaration, to protect, preserve and maintain the existing wildlife habitat on the Property and to minimize the adverse effects of development on wildlife habitat:

(1) No Owner of any Site shall remove or alter or allow others to remove or alter any of the existing vegetation thereon, except as is absolutely necessary for the clearing and preparation of the building Site for the purposes of constructing authorized structures or access driveways thereon;

(2) Pets and other animals shall be controlled and restrained at all times as described above, and shall not be allowed to run at large on any portion of the Property, except within a dog kennel;

(3) No hunting or discharge of firearms shall be permitted on any Site

(4) Fishing by an Owner or Owner's guest on waterways located on the Owner's Site within the Property and waterways within the Open Space Sites shall comply with all local, state, and federal laws, rules, regulations and guidelines are subject to all guidelines set forth annually by the Board.

u. Mineral Activities Prohibited. This subparagraph also applies to Ranch Headquarters 60. No mining or other mineral extraction or development activities shall be permitted on any Site, including removal of gravel; provided that excavation of gravel for construction and landscaping purposes, including road construction within the Subdivision may be permitted with the prior written approval of the Board. Board approval is not required for gravel extraction activities on Ranch Headquarters 60 so long as the gravel extraction activities are pursuant to a permit issued by Teton County and any other applicable regulatory agency and do not interfere with or adversely affect the use and enjoyment of Ranch Headquarters 60.

v. Control of Noxious Weeds. This subparagraph also applies to Ranch Headquarters 60. Each Owner 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 critical, if an Owner fails to respond immediately to a written request for weed control from the DEW Committee, 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 Site 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 Site treated for noxious weed control shall pay all costs incurred by the Board, except that the Association shall pay the costs to control noxious weeds on that portion of Ranch Headquarters 60 designated for the exclusive use of the Members. The Owner of Ranch Headquarters 60 shall pay the cost of controlling noxious weeds on all other portions of Ranch Headquarters 60. Noxious weed treatment shall be strictly limited to herbicides approved by the Teton County Weed and Pest Control Board. Under no circumstance, however, shall materials or methods be utilized to control noxious weeds which would endanger wildlife or sensitive wetland habitat on the Property or adjacent lands.

w. Irrigation Ditches. Irrigation ditches located on the Property must be maintained in a manner that allows water to flow freely, in order to avoid flooding caused by blockage. The Owner of any Site upon which any irrigation ditch is located shall not

take any action to obstruct or impede the water flow in such ditch. The Owner of any such Site shall maintain such ditch within the Site in accordance with Wyoming law. The Association shall have the right to enter upon any Site and to maintain any ditch on any Site which shall be deemed a Common Service. Any Owner shall promptly notify the Board of any animals such as beaver obstructing a ditch so that the Board can take necessary control actions. No pesticides or other noxious or dangerous chemicals shall be put into or allowed to enter irrigation ditches or waterways.

x. Irrigation Headgate and Maintenance Access. Irrigation ditch users may access the Property for maintenance and use of headgates. These users shall not be required to pay any maintenance or snow removal costs pertaining to the Interior Roads used solely for access to irrigation ditches.

y. Water Rights. The Board shall have jurisdiction over the maintenance of surface water flow and shall have the authority to engage a service operator for the purpose of making adjustments thereto and to undertake the day-to-day maintenance, oversight, and adjustment of this water source, which shall be deemed a Common Service. Flood irrigation methods shall not be employed on any Site if such methods conflict with the function of septic drain fields of a dwelling on any Site. The Owner of the Open Space shall be responsible for the administration of surface water flows on the Open Space.

z. Wood Stoves. This subparagraph also applies to Ranch Headquarters 60. All wood stoves shall meet current smoke emission and efficiency standards in effect at the time of installation and must comply with state or local regulations.

aa. Plant Species. This subparagraph also applies to Ranch Headquarters 60. Introduction of any non-native plant species which might compete with or harm native species and result in their decline, except where it is shown that the introduction of a non-native species can improve or prevent undue damage to the natural environment (e.g., stream bank stabilization) shall be prohibited. The planting of ornamental (non-native) woody or shrubby vegetation for landscaping purposes shall be discouraged in order to reduce the likelihood of human-wildlife encounters. A list of non-preferred plant species which could discourage or reduce wildlife use shall be available from the DEW Committee. Residents on the Property shall be prohibited from filing wildlife damage claims against the Wyoming Game and Fish Department resulting from damage by wildlife to landscaping. The Board will designate representatives to assist residents in selecting plant materials which are less palatable to wildlife species and in suggesting temporary enclosures to protect newly-planted shrubs and trees.

bb. Animal Species. This subparagraph also applies to Ranch Headquarters 60. Introduction of any non-native animal species which might compete with or harm native species shall be prohibited. This includes, but is not limited to, domestic waterfowl in common or private aquatic areas.

cc. Pesticides. This subparagraph also applies to Ranch Headquarters 60. Use of chemical herbicides and pesticides shall be prohibited except for controlling noxious weeds as stated in Paragraph 5(v).

dd. Artificial Feeding. This subparagraph also applies to Ranch Headquarters 60. Artificial feeding of moose, deer, elk and waterfowl shall be prohibited except as recommended to the Board by a qualified wildlife consultant and approved by the Wyoming Game and Fish Department.

ee. Recycling. Each Owner, at his or her sole cost and expense, shall be responsible for the removal and recycling of all recyclable waste.

ff. Business Restrictions. No home office or business which employs more than one employee shall be operated from any Site.

gg. Flood Irrigation on Sites 1 through 17. Sites 1 through 17 shall not be flood irrigated.

hh. Easements for Water and Sewer System Maintenance. The Association shall have an exclusive, perpetual easement system as defined and described in separate easement agreements over all Sites holding equipment which now or hereafter supports a common water or sewer system, including Sites 12, 14, 15, 33, 34, 44, 45, 46, 53, 58 and 68 for the purpose of operating, repairing, replacing, maintaining, monitoring or servicing the water or sewer. Costs associated with the maintenance of the easement shall be allocated as a Benefited Service.

**6. THE ASSOCIATION.** Membership and the operation of the Association shall be as follows:

a. Membership. Every Owner shall be a Member of the Association, and there shall be only one class of membership. Membership in the Association shall be a right appurtenant to each Site, including Ranch Headquarters 60, and shall not be subject to severance from the Ownership of such Site, including Ranch Headquarters 60.

b. Voting. Each Member shall have one vote for each Site owned by that Member, which may be cast upon any matter to be decided by a vote of the membership. If there is more than one person or entity owning a Site, the vote of such Member shall be cast as determined by those owning such Site. In the event of any dispute among joint or common ownership of a Site, the Board shall have the right to disqualify such Member from voting on an issue unless or until the joint or common ownership of such Site has reached agreement as to such Member's vote.

c. Composition of the Board. The Board shall consist of not fewer than three (3) nor more than seven (7) Members of the Association, or such additional number as may be approved by the Members in accordance with the Articles and Bylaws of the Association. The Board shall be elected by a majority vote of the Members, and shall serve without compensation.

d. Authority and Duties of the Board.

(1) Enforcement of Covenants. The Board shall be responsible for the enforcement and administration of these Covenants, and shall take all actions necessary to enforce them, including judicial remedies for injunctive relief.

(2) Rules and Regulations. The Board shall have the authority to adopt such rules and regulations as it may reasonably deem appropriate to enforce and to further the interests and purposes of these Covenants.

(3) Annual Budget. The Board shall prepare an annual budget for Common Services and Benefited Services and shall have the authority to contract for and supervise Common and Benefited Services, to assess Sites for a proportionate share of the expense of Common or Benefited Services and to enforce collection of all expenses therefor, including the right on the behalf of the Association to file a lien against any Site and to file a civil action against any Owner.

(4) Design Approval. The Board shall have the obligation and authority to review and approve or disapprove design proposals, as provided in Section 4 of this Second Amended and Restated Declaration.

(5) Miscellaneous. The Board shall have such other powers and authority as may be provided in the Bylaws of the Association which further its purpose to ensure development compatible with the unique environment of the Property, to maintain the Property, and to enforce these Covenants.

e. DEW Committee. The Board shall appoint the DEW Committee, the majority of which shall be Owners. The DEW Committee shall review in timely manner all building plans, environmental and habitat enhancement plans, and wildlife management programs and shall recommend to the Board that the plan or program be approved, approved subject to conditions, or disapproved. The DEW Committee shall encourage development which complements the unique natural environment of the Property, and may recommend design guidelines to the Board to further this purpose. The DEW Committee may retain, within the limits of the budget previously approved by the Board, such consultants as it from time to time deems necessary or helpful.

f. Meetings. The Members of the Association and the Board of Directors of the Association shall hold annual meetings and such additional regular or special meetings as may be set forth in the Bylaws of the Association. 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.

**7. COMMON SERVICES, BENEFITED SERVICES AND ASSESSMENTS.** The Association shall have the authority to provide Common Services and Benefited Services and to assess the Sites, including Ranch Headquarters 60 and the Owners for such services. The Board shall contract for Common Services and Benefited Services from time to time on behalf of the Association in accordance with its authority. The Board shall prepare and approve an annual

calendar year budget in accordance with the Bylaws and shall assess each Site and the Owner thereof its share of the projected annual expense of the Common Services. Any assessment for Common Services or Benefited Services shall be due and payable within thirty (30) days after the date of assessment. The allocation and assessment of expense of Common Services and Benefited Services shall be determined as follows:

a. For all Common Services, each Residential Site shall be liable for a proportionate share of the expense of Common Services. The proportionate share of each of the 47 Residential Sites shall be one forty-seventh ( $1/47^{\text{th}}$ ) of such expenses. Ranch Headquarters 60 shall be liable for an assessment for Common Services equal to 50% of the highest assessment of a Residential Site for such Common Services.

b. Road Costs shall be charged for the snow removal, maintenance and repair of the Interior Roads and for utility lines located in the right of way of such roads as a Benefited Service against Residential Sites 1 through 34 inclusive, 58, and 62 through 66 inclusive.

c. Each Benefited Site shall be liable for a proportionate share of the expense of any Benefited Service rendered to such Site. The expense will be determined by dividing the total expense of the Benefited Service equally among the Benefited Sites.

d. The Association has ownership of the common water and sewer system serving Sites 18 through 34, 58, and 62 through 66 (the "System"). All maintenance, repair, or replacement of the System is a Benefited Service, and all Benefited Sites will be assessed their pro rata share of any costs associated with the System; provided, however, that all such costs will be equitably allocated between developed Sites and undeveloped Sites. Undeveloped Sites shall be assessed 42.86% of the amount assessed against Sites containing Development. In the event an Owner owns more than one Site served by the System, all Sites with Development thereon will be deemed developed for the purposes of this Section. The Association is responsible for ensuring the compliance of the System with all applicable federal, state, and local requirements, and all costs associated with such compliance will be included in the assessed costs.

In the event that the estimate of the Board exceeds actual Common Services expenses, each Site shall be credited with the amount of such excess collected against future assessments. In the event that the estimate of the Board is less than the actual expense incurred or to be incurred for Common Services, the Board shall assess each Site and the Owners thereof a proportionate share of such excess expense. The Board shall have the right to make special assessments for expenses relating to any unbudgeted item or emergency condition on the Property provided, that Ranch Headquarters 60 shall only be obligated to contribute to special assessments which directly benefit the RH60 west portion of Ranch Headquarters 60 unless the owner of Ranch Headquarters 60 voluntarily agrees, in its sole discretion, to contribute to a special assessment that does not directly benefit the RH60 west portion of Ranch Headquarters 60. The Board shall have the further right to charge interest at a rate not to exceed the highest legal rate permitted by law for any assessment not paid within thirty (30) days after the date of assessment, to incur attorney's fees in the collection of Common or Benefited Service expenses and the enforcement

of this Second Amended and Restated Declaration, and to charge such fees as a special assessment against the Site and the Owners thereof.

**8. RIGHTS OF ENFORCEMENT.** The limitations and requirements for land use and development set forth in these Covenants shall be enforceable by the Association and any Owner in the manner provided herein:

a. The Association shall have the right to file a claim against any Owner in any court having jurisdiction over such matters for the collection of expenses of Common Services, Benefited Services, and other expenses assessable herein, to reduce the claim to judgment, and to undertake the collection of the judgment in any manner permitted under the law.

b. The Association shall have the right to a lien against any Site and the improvements thereon to secure the payment of its share of the expense of Common Services and Benefited Services assessed by the Association which is not paid within thirty days of the date of assessment, plus interest and reasonable attorney's fees. The Association is authorized to record a notice of lien in the office of the County Clerk of Teton County, Wyoming, which shall include a description of the Site and the name of the Owner thereof and the basis for the amount of the lien. A copy of the notice of lien as filed in the County Clerk's office shall be sent to the Owner by certified or registered mail. Any lien may be foreclosed in the manner provided for foreclosures of mortgages by the statutes of the State of Wyoming. In addition to the principal amount of the lien plus interest, the Association shall be entitled to the payment of all costs incurred in the establishment or enforcement of any lien, including any filing costs and reasonable attorney's fees not included in the lien amount.

c. The parties recognize that the ecological, wildlife, natural, scenic and open-space values which are the essence of this Instrument are not subject to monetary valuation and that monetary damages cannot adequately compensate for a violation of this instrument. The Association shall have the right to enforce the terms or conditions of these Covenants by means of the entry of a temporary restraining order, injunction or any other form of equitable or legal relief. Each Owner hereby consents to the entry of a temporary restraining order or an injunction against him or her or his or her tenants or guests, to terminate and restrain any violation of these Covenants. Any Owner who uses or allows his or her Site to be used or developed in violation of these Covenants further agrees to pay all costs incurred by the party enforcing these Covenants, including reasonable attorney's fees. In addition, the Association shall have the right to enforce the restoration of the portions of the Property affected by activities in violation of the terms and conditions of these Covenants to the condition which existed prior to the undertaking of such unauthorized activity. In all such cases, the cost of enforcement and/or restoration of the Property, including reasonable attorney's fees, whether or not judicial proceedings are initiated, shall be borne by the violating party.

d. The Association and each Owner shall have the right to make a claim for damages against any party arising from such party's failure to comply with and conform to the terms and conditions of these Covenants.

e. Each Owner expressly consents to the jurisdiction of the courts of the State of Wyoming, consents to service of process outside the State of Wyoming, and waives objection to venue for any action filed in Teton County, Wyoming.

**9. LIMITATION OF LIABILITY.** No member of the Board or the DEW Committee shall be liable to any party for any action or inaction with respect to any provision of these Covenants, provided that such Board or Committee member has acted in good faith. No member of the Board shall have any personal liability in contract to an Owner, purveyor of services, or any other person or entity under any agreement or transaction entered into by a Board member on behalf of the Association. The Association shall hold all Board members and Committee members harmless from, and indemnify such Board members or Committee members against all claims, actions or causes of action that arise from the exercise of duties on behalf of the Association, except in cases of gross negligence or willful misconduct.

**10.10. USE OF LANDS SUBJECT TO THE SCENIC EASEMENT.** The Association, its Members and their guests have perpetual non-exclusive use of the Open Space for walking, hiking, biking, horseback riding, skiing, fishing and other like recreational uses, utilizing the horseback riding trails, hiking trails and cross-country ski trails as may be designated from time to time.

**11. RANCH HEADQUARTERS 60.** Ranch Headquarters 60 is, for purposes of these Covenants, divided into three areas, RH60 West, RH60 East – Residential Member Improvements, and RH60 East – Conservation Easement and Non-Development Area. These areas are defined and described on Exhibit C attached to the Covenants. The structures and uses permitted on these areas are defined below, and are further described in the plan approved by the RH 60 Owner and the Association for RH 60. The Ranch Headquarters 60 owner agrees to request amendment of the Planned Unit Development and Development Plan approved for RH 60 by Teton County to accommodate the following uses and structures, and the Association agrees to support the amendment.

The RH 60 Owner and the Association each agrees to indemnify the other, and their officers, directors, members, employees and agents, from and against any loss, liability or expense, including reasonable attorneys fees, which the indemnified party may suffer or incur as a result of the use of RH60 by any person with the consent and/or authorization of the indemnifying party, including but not limited to permitted uses under this paragraph 11, provided, that the indemnification shall not extend to claims or causes of action arising out of or resulting from the intentional conduct or willful misconduct of the indemnified party. The RH 60 Owner and the Association will each maintain its own public liability insurance covering its officers, directors, employees, agents, guests and invitees. The minimum limits of liability insurance coverage to be maintained by the RH 60 Owner and the Association shall be One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate. The insurance policy maintained by the RH 60 Owner shall name the Association as an additional insured, and the insurance policy maintained by the Association shall name the RH 60 Owner as an additional insured.

In the event of the sale of RH 60 by the RH 60 owner, the Association shall have a right of first refusal to purchase RH 60, as set forth in a written agreement executed by the RH 60

Owner and the Association.

The Association will, in general, retain responsibility for operating, maintaining and landscaping RH60 except for the area along Cody Creek which will be subject to the Conservation Easement which is described on the RH60 area drawing attached hereto as Exhibit C. The RH West 60 Owner shall have responsibility for and authority to maintain and landscape this area. In maintaining and landscaping the pond located to the east of the RH60 entry road and south of the Clubhouse, which is described as the Pond Management Area on Exhibit C, the Association will maintain and enhance the ecological values present in and associated with the pond pursuant to the guidance and direction of the RH60 West Owner.

RH60 may be divided into two (2) parcels, RH60 West and RH60 East, and the conservation easement portion of RH60 East may be combined with adjacent Lot 54 with the written consent of the record owner of RH60 and the Association.

a. RH60 West. The following structures and uses shall be permitted, and the uses shall be perpetual and exclusive to the RH 60 West owner, except as provided in 1) g) and 4) - 6) hereafter:

1). Maintenance Building. A maintenance building shall be permitted with a plan view not larger than 5600 square feet, and an above ground floor area of not more than 7,000 square feet. The maintenance building may be one story or of sufficient height to include a mezzanine. The maintenance building uses shall be limited to the following;

- a). An RH 60 West Owner's conservation and land management operations office housing not more than 8 full time equivalent employees on an annual basis.
- b). An RH 60 West Owner's student receiving area, which may include a Reception area, a Changing area/mud room, and restrooms. The student receiving area shall not be used by more than 30 students at any one time per day, plus supervisors.
- c). Two Efficiency Apartments. Each apartment shall not be greater than 600 square feet in area. Each apartment shall not house more than one employee or intern of the RH 60 West Owner's conservation and land management operations ("CRC").
- d). Storage and maintenance areas for Open Space related vehicles, equipment and implements of the CRC.
- e). Structure occupants vehicle storage.
- f). General purpose storage for the RH 60 West Owner.
- g) The Association shall have the right to continue its existing use of the

maintenance building until the existing Barn Shell is redeveloped and ready for occupancy, or until October 1, 2006, whichever occurs first.

2). Single Family Residence. A single family residence not larger than 2400 square feet in size shall be permitted. The single family residence shall include a two car garage. Occupancy of the single family residence shall be limited to an RH 60 West Owner's senior staff member and family.

3). Vehicle Screening and General Screening

a). The RH 60 West Owner's staff personal vehicles and the RH 60 West Owner's vehicles delivering/retrieving RH 60 West Owner's students that are not garaged in either of the two RH60 West structures will be parked in a landscape screened area, to be defined in the final RH60 West development plan; provided that interim parking will be concentrated in a landscape screened area west of the present Maintenance Building and south of the trail planned along the north border of RH60.

b). The final RH60 West development plan shall incorporate a landscaped berm extending from a point between the present Maintenance Building and Association Property Managers' Cabin, to a point north of the pond to the west of the entrance road, which berm will be bisected by the RH 60 West Owner's entry road to RH60 West.

4) All new development/construction on RH60 West shall be subject to Association DEW Committee review and approval to assure conformance and compatibility of structure design, building materials and colors with existing structures on RH60.

5) Shared non-exclusive use of driveway entrance to RH60, and shared non-exclusive use of trail easements identified on Exhibit C attached hereto and made a part hereof. The Association shall install, maintain and manage a vehicular control entrance gate on the shared entrance driveway.

6) The existing scenic easement shall be removed from the property immediately west of RH60 West described in Exhibit C to allow for the uses described above, and a new scenic easement shall be placed on a portion of the RH60 East Conservation and Non-Development Area described in Exhibit C.

b. RH60 East – Residential Member Improvements Area. The following uses and structures shall be permitted, and the use thereof shall be perpetually exclusive to the Residential Members, except as expressly provided in 5), 7), 8) and 9) hereafter. The Association shall be solely responsible for and shall have the exclusive right, authority and obligation to operate, maintain, repair and replace the existing and authorized improvements on RH 60 East – Residential Member Improvements Area, and the payment of all taxes, insurance, maintenance,

repair and replacement expenses for all existing and authorized improvements. The Association shall adopt budgets for all such costs and expenses and shall assess its Residential Members for such costs and expenses as a Common Service. The Association shall adopt rules and regulations applicable to the use, maintenance, repair and replacement of existing and authorized improvements on the RH60 East – Residential Member Improvements Area.

1). Property Manager's Cabin. The currently existing Association Property Manager's Cabin shall be permitted to be used, repaired, maintained and replaced with a structure of the same size as the existing structure.

2). Clubhouse. The currently existing clubhouse shall be permitted to be used, repaired, maintained and replaced with a structure of the same size as the existing structure.

3). Pool. The pool in existence on the date of recordation of these Covenants shall be permitted to be used, repaired, maintained and replaced with a pool not larger than the existing pool.

4). Tennis Courts. The tennis courts in existence on the date of recordation of these Covenants shall be permitted to be used, repaired, maintained and replaced with tennis courts no larger than the existing tennis courts.

5). Equestrian Center Stables, Paddocks and Barn Shell. The equestrian center stables and paddocks in existence or planned on the date of recordation of these Covenants shall be permitted to be used, repaired, maintained and replaced with equestrian center stables and paddocks no larger than the existing equestrian center stables and paddocks. The existing undeveloped Barn Shell may be redeveloped by Association as an insulated, heated, drained, slab floored maintenance building. This maintenance building may be used to house Association vehicles, equipment and implements, and to support Association maintenance requirements for the Property. The RH 60 owner shall have the right to continue its existing use of the Equestrian Center Stable Office facility, the undeveloped Barn shell storage space and vehicle parking north of the Stable/Barn building until the maintenance building on RH60 West is completed and ready for occupancy, or until October 1, 2006, whichever occurs first.

6). Association Residential Member Horse Van & Miscellaneous Vehicles parking. Association Residential Members, when authorized by the Board, may park horse vans and miscellaneous vehicles in an area designated in writing by the Board to the north of the existing barn/stable. The parking area will be landscape screened.

7) Shared non-exclusive use of trail easements identified on Exhibit C attached hereto and made a part hereof. .

8). The Association shall maintain casualty and liability insurance on all improvements located on RH 60 East or shall reimburse the RH 60 owner for such expense in the event that the Association fails to carry such insurance and the RH 60 owner does, and shall pay all taxes levied on the improvements thereon. If the Association fails to maintain insurance

on the improvements on RH60 East – Member Improvements Area of which its Residential Members have exclusive use and/or fails to pay taxes on the improvements thereon, or fails to reimburse the RH 60 owner for its costs associated therewith within 60 days after notice, the RH 60 owner shall have the right to suspend use rights of the Association and its Members until the Association fully complies with its obligations. If the Association fails to cure such default within one year after notice from the RH 60 owner, the rights of the Association and its Members to use RH60 shall automatically terminate.

9) The RH 60 Owner shall have perpetual non-exclusive access rights over RH 60 East to Open Space Lots 53 and 54 for vehicles and equipment involved in research, land management and emergency uses.

c RH60 East – Conservation Easement and Non-Development Area. The following uses shall be permitted.

1). A portion of this area, as identified on Exhibit C, shall be placed under conservation easement with the Jackson Hole Land Trust, and the uses thereof shall be limited to the uses set forth in the existing conservation easement over the Open Space.

2). The balance of this area may be used perpetually and exclusively by Association Residential Members for walking, hiking, horseback riding, biking, skiing and other non-motorized or non-mechanized recreational uses. No buildings or other improvements, including tennis courts or paddocks shall be permitted. No parking shall be permitted.

3) The Association shall maintain liability insurance on those portions of RH60 East – Conservation Easement and Non-Development Area of which its Residential Members have exclusive use. If the Association fails to maintain insurance on those portions of RH60 East – Conservation Easement and Non-Development Area of which its Members have exclusive use, or fails to reimburse the RH 60 owner for its costs associated therewith within 60 days after notice, the RH 60 owner shall have the right to suspend use rights of the Association and its Members until the Association fully complies with its obligations. If the Association fails to cure such default within one year after notice from the RH 60 owner, the rights of the Association and its Members to use RH60 shall automatically terminate.

**12. SITES 12, 14, 15, 33, 34, 44, 45, 46, 53, 58 AND 68.** The Association has a perpetual, exclusive easement for access to and maintenance and monitoring of the water and waste water systems including the leach fields and water tanks on Sites 12, 14, 15, 33, 34, 44, 45, 46, 53, 58 and 68 as defined and described in separate easement agreements. Sites 44, 45, 46, 53 and 68 are exempt from all assessments. The maintenance costs associated with the maintenance of a water tank or leach field shall be assessed as a Benefited Service to those Benefited Sites.

Notwithstanding any limitation to the contrary, on Sites 44, 45, 46, 53, and 68 the following specific uses are permitted, and the Association shall have a perpetual right of access to carry out the following uses:

(i) construction, maintenance and use of underground leach fields, raised leach fields, underground septic tanks and/or fields, or other underground sewer facilities, and

the connections thereto, provided that the surface of said sites is stabilized and appropriate vegetation planted on any disturbed soil;

(ii) construction, maintenance, and use of a well and pumping station and an underground water storage tank and distribution lines provided that the surface of said site is stabilized and appropriate vegetation planted on any disturbed soil; and

(iii) operating, repairing, replacing, maintaining, monitoring, or servicing the water or sewer systems of the Association.

**13. ADDITIONAL ASSOCIATION MAINTENANCE OBLIGATIONS.** The Association is the owner of the entrance gates appurtenant to Site 47. All maintenance, repair or replacement of said gates is a Common Service. The Association may implement other rules and regulations, and purchase such equipment as deemed necessary, to establish and maintain a security plan for the Subdivision. All costs associated with such a security plan are a Common Service.

**14. EASEMENT FOR USE AND ACCESS.** Subject to the limitations of these Covenants, each Owner and his/her invitees in common with the other Owners shall have the right to use the Interior Roads for reasonable ingress and egress from the public right-of-way to his/her Site and for access to the Property. This easement shall run with the land for the benefit of all Sites.

**15. AMENDMENTS AND VARIANCES.** These Covenants may be amended by the written consent of the Members of the Association owning two-thirds of the sites, except:

a. Any amendment of Paragraph 5, entitled "Development and Use Restrictions," shall also require the approval of the Teton County Commissioners.

b. Any amendment of Paragraph 15, entitled "Amendments and Variances," shall also require the approval of the Teton County Commissioners.

c. Any amendment of Paragraph 11, entitled "Ranch Headquarters 60," which changes the authorized uses of RH60 West, or which increases the number of permitted structures on RH60, shall also require the written approval of the record owner of RH 60 West.

d. A variance shall be allowed from the conditions and restrictions of any of these Covenants upon the written approval of the Members of the Association owning two-thirds of the Sites after recommendation of approval by the Board.

**16. DURATION OF COVENANTS.** These Covenants shall continue in full force and effect in perpetuity, subject to the right of amendment as set forth in Paragraph 15 hereof.

17. **SEVERABILITY.** Any decision by a court of competent jurisdiction invalidating any paragraph of these Covenants, or any part thereof, shall be limited to that paragraph or part thereof affected by the decision of the court, and the remaining paragraphs of the Covenants herein shall remain in full force and effect.

18. **INDEMNITY AND INSURANCE.** The Association and TSS each agree to indemnify the other against loss, liability or expense arising out of or resulting from the use of RH60, the Open Space lots subject to a Conservation Easement in favor of the Association and the Jackson Hole Land Trust, or any roadway within the Indian Springs Ranch subdivision by either party or third parties using such property with the consent of the indemnifying party. Each party agrees to name the other party as an additional insured under the liability insurance maintained by such party for its activities and uses within the Indian Springs Ranch Subdivision.

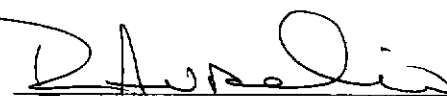
19. **ACCEPTANCE OF COVENANTS.** Each and every Owner shall be bound by and subject to all of the provisions of this Second Amended and Restated Declaration and the Covenants contained herein, and expressly accepts and consents to the operation and enforcement of all of the provisions of this Second Amended and Restated Declaration.

20. **SUCCESSORS AND ASSIGNS.** This instrument is binding upon, and shall inure to the benefit of, the parties hereto, their successors and assigns.

21. **REPLACEMENT OF PRIOR COVENANTS.** From and after the date of recordation of this Second Amended and Restated Declaration in the Teton County Clerk's Office, this Second Amended and Restated Declaration supercedes and replaces the Declaration, including all prior restatements and amendments thereof, in its entirety, and such Declaration and all prior restatements and amendments are of no further force or effect.

IN WITNESS WHEREOF, the Association and the Members signing this instrument have executed this Second Amended and Restated Declaration effective as of the 21 day of JUNE, 2005.

Indian Springs Ranch Homeowners Association,  
Inc.

By:   
Its: President

State of WY )  
 ) ss.  
County of Teton )

The foregoing instrument was acknowledged before me by R. Aurelio,  
President of Indian Springs Ranch Homeowners Association, Inc., this 24<sup>th</sup> day of  
June, 2005.

Witness my hand and official seal.

Kitren Fischer  
My Commission Expires 9/27/08



**EXHIBIT A**

**PLAT**

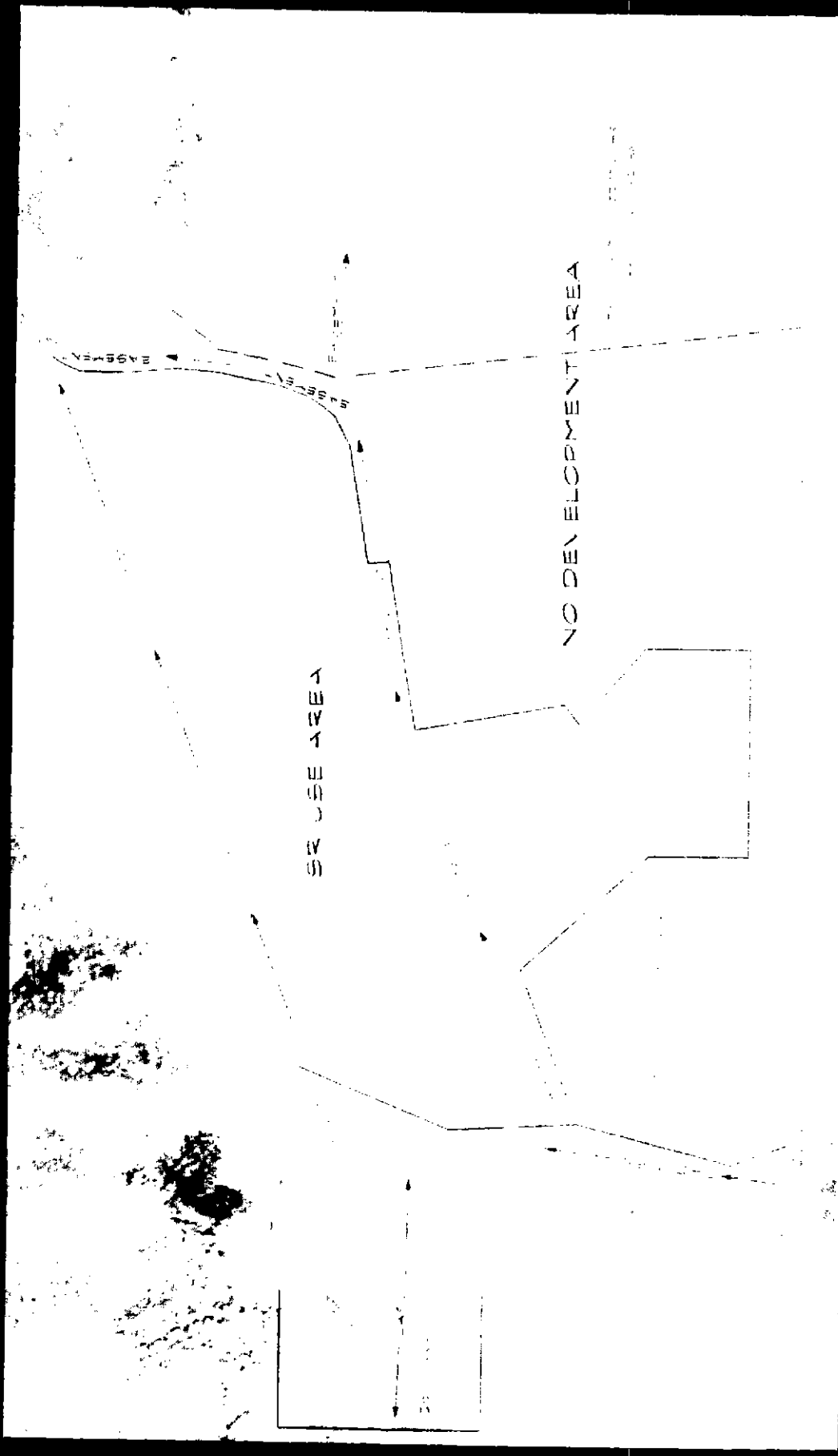
**EXHIBIT B**

<u>SITE #</u>	<u>MAXIMUM PRINCIPAL RESIDENCE HEIGHT</u>	<u>MAXIMUM GARAGE OR ACCESSORY STRUCTURE HEIGHT</u>	<u>MAXIMUM GUESTHOUSE HEIGHT</u>
1	30'	19'	19'
2	19'	19'	19'
3	30'	19'	19'
4	30'	19'	19'
5	30'	19'	19'
6	30'	19'	19'
7	30'	19'	19'
8	30'	19'	19'
9	19'	19'	19'
10	19'	19'	19'
11	19'	19'	19'
12	19'	19'	19'
13	19'	19'	19'
14	30'	19'	19'
15	30'	19'	19'
16	19'	19'	19'
17	19'	19'	19'
18	30'	19'	19'
19	30'	19'	19'
20	30'	19'	19'
21	30'	19'	19'
22	30'	19'	19'
23	30'	19'	19'
24	30'	19'	19'
25	30'	19'	19'
26	30'	19'	19'
27	30'	19'	19'
28	30'	19'	19'
29	30'	19'	19'
30	30'	19'	19'
31	30'	19'	19'
32	30'	19'	19'
33	19'	19'	19'
34	19'	19'	19'
35	30'	19'	19'
36	30'	25'	19'
37	30'	25'	19'
38	30'	25'	19'
39	30'	19'	19'
40	30'	19'	19'

<u>SITE #</u>	<u>MAXIMUM PRINCIPAL RESIDENCE HEIGHT</u>	<u>MAXIMUM GARAGE OR ACCESSORY STRUCTURE HEIGHT</u>	<u>MAXIMUM GUESTHOUSE HEIGHT</u>
41	30'	19'	19'
58	30'	19'	19'
62	30'	19'	19'
63	30'	19'	19'
64	30'	19'	19'
65	30'	19'	19'
66	30'	19'	19'

Note: The height of a structure shall be measured vertically at any cross section of the building from the original grade, or from the finished grade of a grading plan approved by the DEW Committee, excepting minor swales, depressions or other irregularities occurring within the footprint of the building, as determined by the DEW Committee, to the high point of the building at the cross section.

**EXHIBIT C**  
**SITE PLAN FOR RANCH HEADQUARTERS 60**



**RH 60**  
**MAY 25, 2005**  
 CORRECTED: SEPTEMBER 20, 2005

- A SINGLE FAMILY RESIDENCE-STAPP HOUSING
  - B MAINTENANCE BUILDING
  - RH 60 PROPERTY LINE
- NOTE: CODY CREEK MANAGEMENT AREA TO BE COVERED WITH A CONSERVATION EASEMENT & INCLUDES EASTERN PORTION OF RH 60

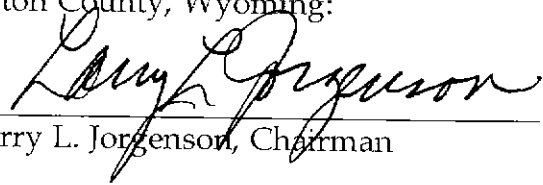
■	TSS USE AREA	2.6 ACRES
■	ISR USE AREA (ISR EXCLUSIVE USE)	8.2 ACRES
■	NO DEVELOPMENT AREA	6.8 ACRES
■	CODY CREEK MANAGEMENT AREA (CONSERVATION EASEMENT)	2.8 ACRES
		TOTAL: 20.4 ACRES

The foregoing Second Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Indian Springs Ranch Subdivision was approved by the Board Of County Commissioners at a regularly scheduled meeting on the 21st day of December, 2005.

Approval of these Amended CC&Rs in no way implies approval for the uses for Ranch Headquarters Lot 60 (RH60) described in Paragraph 5 and Paragraph 11. These changes must be brought before the Board through a public review process, as acknowledged herein, and may or may not be approved, whole or in part.

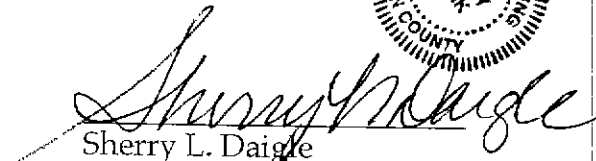
DATED this 20<sup>th</sup> day of December, 2005.

Board Of County Commissioners of  
Teton County, Wyoming:

  
Larry L. Jorgenson, Chairman



Attest:

  
Sherry L. Daigle  
County Clerk

STATE OF WYOMING    )  
                                  )  
COUNTY OF TETON    )

The foregoing instrument was acknowledged before me this 20 day of December, 2005 by Larry L. Jorgenson as Chairman of the Board of County Commissioners Of Teton County, Wyoming.

WITNESS my hand and official seal.



Notary Public  
My Commission expires:

