

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE RIDGE

CACHE CREEK ASSOCIATES, a partnership consisting of Steven W. Rogers and Richard P. Timmermeyer, hereinafter referred to as the Declarant, owner of the following described real property:

A tract of land located in the NE1/4SE1/4, Section 34, T41N, R116W, Teton County, Wyoming, also being a portion of Lot 23 of the Ferrin Addition to the Town of Jackson, Plat 401 of record in the Teton County Clerk's Office, and being more particularly described as follows:

Beginning at the Southwest cornre of said NE1/4SE1/4, where is found a BLM type brass cap inscribed "NELSON ENGR RLS 578, SE1/16, S34";

Thence N01°45'11"E, 774.36 feet (computed) along the West line of said NE1/4SE1/4, to the BLM type brass cap set by RLS 164 for the Southwest corner of tht record parcel in Book 100 of Photo, Pages 371 and 372 in the Teton County Clerk's Office;

Thence S89°57'30"E, 18.08 feet (record) along the South line to the Southeast corner of said record parcel where is found a BLM type brass cap set by RLS 164;

Thence S89°57'30"E, 24.37 feet (computed) along the South line of a parcel to be Quit Claimed from Burns Ferrin to George L. Thompson and Richard Roylance;

Thence N00°03'45"E, 396.46 feet (computed) along the East line of said unrecorded parcel to a point being the Southwest corner of a parcel in use as a Mobile Home Park;

Thence S62°50'58"E, 501.57 feet (computed) along the South line of said Mobile Home Park to a point on the West line of Lot 24 of said Ferrin Addition;

Thence S40°58'24"W, 63.96 feet along the West line of said Lot 24;

Thence S45°52'56"E, 112.10 feet along the South line of said Lot 24;

Thence S21°12'45"W, 197.35 feet along the West line of Lot 26 of said Ferrin Addition;

Thence S69°30'38"E, 106.55 feet along the South line of said Lot 26;

Thence S55°22'51"E, 235.90 feet along the South line of Lot 28 of said Ferrin Addition;

Recorded	9-13	19 84	at 9:35	o'clock	A M
in Book	158	of	Photo	Page	448-466
No.	254350			\$40.00	pd
V. Jolynn Coonce County Clerk					
by <i>Ann Rieck</i> Dep.					

RECORDED	✓
COMPARED	✓
INDEXED	✓
ABSTRACTED	✓

Thence S00°12'14"E, 449.66 feet along the West line of that record parcel in Book 106 of Photos, Pages 744-746 in the Teton County Clerk's Office to the Southwest corner being common to the Southwest corner of Lot 30 of said Ferrin Addition;

Thence S89°14'27"W, 775.62 feet along the South line of said NE1/4 SE1/4 to the Point of Beginning. Said parcel containing 14.97 acres, more or less and being subject to any easements, rights-of-way, mining or mineral reservations having been legally acquired.

Together with and including a roadway easement over the following described property;

A parcel of land located in the NE1/4 SE1/4, Section 34, T41N, R116W, Teton County, Wyoming; being made in part by that record roadway and utility easement in said Book 106 of Photos Pages, 747-750; also being made in part by a portion of that 30 foot roadway and utility easement along the South boundary of Lot 29 of said Ferrin Addition, Plat 401; and being more particularly described as follows:

Beginning at the Southeast corner of said Lot 29, also being common to the Northeast corner of that parcel in said Book 106 of Photos, Pages 747-750;

Thence N01°19'46"E, 30.20 feet to a point;

Thence S84°02'00"W, 151.81 feet to the Point of Curvature having a radial bearing of N05°58'00"W and a radius of 56.43 feet;

Thence along a curve to the right through a delta angle of 43°28'14" for a distance of 42.81 feet to the Point of Tangent;

Thence N52°29'53"W, 62.61 feet to a point;

Thence N55°22'51"W, 43.23 feet to the Southwest corner of said Lot 29, also being the Southeast corner of Lot 28 of said Ferrin Addition;

Thence S00°12'14"E, 73.09 feet to a point;

Thence S52°29'35"E, 61.08 feet to the Point of Curvature having a radial bearing of N37°30'07"E and a radius of 116.43 feet;

Thence along a curve to the left through a delta angle of 43°28'14" for a distance of 88.33 feet to the Point of Tangent;

Thence N84°02'00"E, 144.18 feet to a point;

Thence N01°14'45"E, 30.21 feet to the Point of Beginning;

Which shall henceforth be known as The Ridge, a subdivision hereafter referred to as The Property, all in accordance with that plat filed for record February 16, 1984 in the Office of the County Clerk and Ex-Officio Register of Deeds for Teton County, Wyoming as plat

HEREBY DECLARES that all of The Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with The Property, and be binding on all parties having any right, title,

or interest in The Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. The Property contains significant wildlife habitat and is of high scenic and natural value, and Declarant is adopting the following covenants, conditions and restrictions specifically to preserve and maintain the natural character and value of the property for the benefit of all owners of The Property or any part thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Ridge Land and Homeowners Association, its successors and assigns.

Section 2. "Declarant" shall mean and refer to Cache Creek Associates, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development and are designated by Cache Creek Associates as the successor declarant.

Section 3. "Declaration" shall mean and refer to this document, and any duly enacted and recorded amendment thereto.

Section 4. "Lot" shall mean and refer to any numbered unit of property as shown on that plat recorded on February 16, 1984, in the Office of the County Clerk and Ex-Officio Register of Deeds for Teton County, Wyoming as Plat No. 401.

Section 5. "Owner" shall refer to and mean record owners, whether one or more persons or entities, of a fee simple absolute title to any Lot which is a part of The Property, and to contract buyers and owners of a beneficial interest in any Lot, but shall exclude those having an interest in property merely as security for the performance of an obligation.

Section 6. "The Property" shall mean and refer to that real property known as The Ridge in accordance with that plat recorded in the Office of the County Clerk and Ex-Officio Register of Deeds for Teton County, Wyoming, on February 16, 1984 as Plat No. 401 and such additions thereto as may hereafter be brought within the jurisdiction of The Association.

ARTICLE II

THE RIDGE LAND AND HOMEOWNERS ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. ASSOCIATION MEMBERSHIP. Every Owner of a Lot in The Property shall be a member of The Association; provided, however, that such membership is not intended to apply to those

persons, firms or corporations holding an interest in any Lot merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. INCORPORATION. Members of The Association may incorporate said body under the laws or Wyoming pertaining to the establishment of nonprofit corporations and may adopt such bylaws and regulations and do such other things in furtherance of the purposes and objectives of The Association and of the covenants, conditions and restrictions set forth herein as may be necessary and proper. In the event of incorporation by the membership of The Association, the affairs of said corporation shall be conducted in accordance with the laws of Wyoming, the articles of incorporation and the bylaws, which shall conform to and supplement the specific rights and limitations of membership hereinafter contained.

Section 3. VOTING RIGHTS. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be the Declarant or its heirs, personal representatives, successors or assigns and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On January 1, 1993.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each Owner of a Lot by acceptance of a deed therefor or by virtue of entering into a contract for the delivery of a deed therefor, whether or not it shall be so expressed in such deed or contract, is, by virtue of this covenant, obligated and agrees by the acceptance of such deed or contract, to pay to The Association annual assessments and charges. The annual assessments and charges, together with any interest, costs or reasonable attorney's fees associated with the collection thereof, shall be a charge upon the Lot to which the same is attributable

and shall be a continuing lien upon the property against which such assessment or charge is made. Each such assessment or charge, together with interest, costs or a reasonable attorney's fee, associated with the collection thereof, shall also be the personal obligation of the person who is the Owner of the Lot at the time when the assessment falls due.

Section 2. PURPOSE OF ASSESSMENTS AND CHARGES. The assessments and charges levied by The Association shall be expended exclusively to promote the health, safety and welfare of the residents and Owners of the property, including, but not limited to, provision for garbage collection and snow removal services and repair and maintenance of roads. The provision for such services by The Association shall be permissible, but not mandatory, in the sole judgment of the membership of The Association and provided that any such services are approved by a vote of a majority of the votes of each class of members in The Association.

Section 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1, 1984, the Association may fix the maximum annual assessment at an amount not to exceed FIFTEEN DOLLARS (\$15.00) per month.

(a) At any time after the initiation of assessment levies, but in no event before January 1, 1984, the Association may increase the maximum annual assessment by not more than five percent (5%), or by the increase in the Cost of Living Index for all items established by the United States Department of Commerce, whichever is greater, over the maximum assessment actually assessed for the previous year, without a vote of the membership.

(b) At any time after the initial of assessment levies, the maximum annual assessment may be increased above five percent (5%) or above the increase in the Cost of Living Index by a vote of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Property, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days not more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies

entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. UNIFORM RATE OF ASSESSMENT. Annual assessments must be fixed at a uniform rate for all Lots within The Property and may be collected on a monthly basis. Lots owned by the Declarant shall not be assessed until sold by either a deed or contract.

Section 7. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien.

ARTICLE III

DESIGN CONTROL

Section 1. DESIGN COMMITTEE: ORGANIZATION: POWER OF APPOINTMENT AND REMOVAL OF COMMITTEE MEMBERS. There shall be a Design Committee, organized as follows:

(a) At such time as the Association is organized, the Design Committee shall consist of the Board of Directors of the Association, and shall have no less than three (3) members.

(b) In the performance of their duties, the Design Committee may procure the assistance of an architect or engineer for the purpose of determining the conformity of all plans submitted to them with The Declaration.

(c) Each member of the Design Committee shall hold his or her office until such time as he or she has resigned, been removed, or his or her successor has been appointed.

(d) Any member of the Design Committee may, at any time, resign from the Design Committee upon written notice delivered to the remaining members of the Design Committee. In the event a member of the Design Committee shall resign or be removed, the remaining members of the Design Committee shall appoint a person to fill the vacancy.

Section 2. DESIGN COMMITTEE: DUTIES. It shall be the duty of the Design Committee to consider and act upon such proposals for plans submitted to it from time to time, to adopt Design Committee rules to the extent they are deemed necessary and to perform such other duties as are from time to time delegated to it by The Association.

Section 3. DESIGN COMMITTEE: MEETINGS: ACTION: COMPENSATION AND EXPENSES. The Design Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of any two (2) members shall constitute

the act of the Design Committee. The Design Committee shall receive from the Association its reasonable expenses, including the expense of obtaining competent professional advice, in the performance of its duties and, unless authorized by the Association, the members of the Design Committee shall not receive any compensation for services rendered.

Section 4. DESIGN COMMITTEE RULES. The Design Committee may, from time to time, in its sole discretion, adopt, amend and repeal rules and regulations which shall be known as "Design Committee Rules." To the extent any such rules are adopted, a copy of said rules, as they may exist from time to time, certified by any member of the Design Committee, shall be available to each Lot Owner requesting the same from any member of the Design Committee, and shall have the same force and effect as if they were set forth in and were a part of The Declaration. The Design Committee may record the same if deemed necessary.

Section 5. NON-WAIVER. The approval by the Design Committee of any plans, drawings or specifications for any work proposed to be done, or in connection with any other matter requiring the approval of the Design Committee, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification or matter whenever subsequently or additionally submitted.

Section 6. ESTOPPEL CERTIFICATE. Within thirty (30) days after written demand therefor is delivered to the Design Committee by any Owner of a Lot in The Property, and upon payment therewith to the Association of a reasonable fee from time to time to be fixed by the Association, the Design Committee shall record an estoppel certificate executed by any two (2) of its members certifying with respect to any Lot of said Owner, that as of the date of said certificate, either (a) all improvements or other work made or done upon or with said Lot comply with the provisions of The Declaration, or (b) such improvements and/or work do not comply, in which event the certificate shall also (1) identify the non-complying improvements and/or work, and (2) set forth with particularity the cause or causes for such non-compliance. Any purchaser from the Owner or mortgagee or other encumbrancer shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, Declarant and all Owners and such purchaser, mortgagee or other encumbrancer.

Section 7. LIABILITY AND INDEMNITY. Neither the Design Committee nor any member thereof shall be liable to the Association or to any Owner for any claim, loss or damage suffered or claimed on account of (a) the approval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work whether or not pursuant to approval

plans, drawings and specifications, (c) the development or manner of development of any Lot within The Property, or (d) the execution and filing of an estoppel certificate pursuant to this Article, whether or not the facts therein stated are correct, so long as the Design Committee or any member thereof has, with the actual knowledge possessed by him, acted in good faith. Without in any way limiting the generality of the foregoing, the Design Committee, or any member thereof, may, but is not required to consult with or hear the Association or any Owner with respect to any plans, drawings or specifications or any other proposal submitted to the Design Committee. The Association shall indemnify and hold harmless the Design committee and its individual members from any and all claim, loss or liability arising out of the performance of the duties of the Design Committee so long as the Design Committee and the individual members thereof have, with the actual knowledge possessed by them, acted in good faith.

ARTICLE IV

DESIGN STANDARDS

Section 1. GENERAL STANDARDS. All standards stated herein are in addition to any and all applicable federal, state, county, and municipal statutes and regulations. In the event of any conflict between the foregoing and this Declaration, the stricter or more restrictive standard shall control.

Section 2. BUILDING DESIGN. The following standards and restrictions are applicable to the construction, remodeling, alteration and exterior refinishing of any and all improvements upon each Lot in The Property:

(a) All improvements shall be of new construction. Prebuilt, component or modular construction is prohibited, except that it may be permitted by unanimous consent of the Design Committee when, in the sole and uncontrolled discretion of said Committee, it cannot be distinguished from conventional construction. Nothing herein contained shall preclude the construction, on site, of pre-cut houses.

(b) Exterior materials shall be of rough sawn natural wood, peeled log, stone, brick, exposed aggregate concrete or other similar rough textured natural materials. Exterior materials of cinderblock or concrete shall require the unanimous approval of the Design Committee. Roof materials shall be cedar shake or shingle, heavy-weight asphalt shingle, ribbed metal

with a flat non-reflective colored finish, sod or built-up roof with native gravel surface. No tar paper roofs shall be permitted.

(c) Exterior finishes shall be semi-transparent or heavy-bodied stains or pigmented or clear non-glossy preservatives. Glossy painted finishes shall not be permitted. All exposed metals shall have a dull colored finish or shall be flat color anodized or painted.

(d) Exterior colors shall be subdued and in the earth tone range. Color samples, on pieces of all exterior materials and roofing materials to be used, shall be submitted to the Design Committee for approval.

(e) Not more than one (1) single family residence shall be constructed on any Lot. One detached guest house, without cooking facilities and having no more than one-half (1/2) the square footage of the main residence, may be constructed on each Lot. Remaining accessory buildings may not be used as living quarters and may not have a square footage of more than the square footage of the main residence.

(f) The minimum floor area of any single-family residence shall not be less than twelve-hundred (1,200) square feet, exclusive of a garage, carport, basement and unenclosed porches or decks.

(g) The Design Committee may impose Lot specific building height restrictions to preserve scenic views upon each Lot. The Design Committee shall record all such height restriction in the event that they are more restrictive than applicable height restrictions imposed by the Town of Jackson.

(h) Exposed foundations of concrete or masonry construction shall not have an exposed surface which exceeds a height of eighteen (18) inches above the finished grade.

Section 3. SITE DESIGN. Site design shall conform to the following standards:

(a) Building Envelope. Excluding access roads and fencing no improvements of any kind may be placed on any Lot, except within that area designated as a "Building Envelope" on Plat No. 401.

(b) Finished grading on all buildings which are constructed shall be accomplished immediately upon completion of construction and shall assure proper drainage of surface water from the building.

(c) Constuction shall not be permitted which called for artificial elevation of any building site, whether by use of fill material or otherwise. All fill material must be excavated and removed from the property with the exception of backfill around excavated foundations.

(d) Except within the area of designated Building Envelopes, no trees may be removed from any Lot within The Property unless the written approval of the Design Committee

is first obtained. Dead or diseased trees of any size may be removed.

(e) Any cuts on the slope of any lot which are necessitated by improvements constructed thereon shall be benched cuts, and all disturbed ground shall be revegetated by the Owner upon completion of the improvement necessitating the disturbance.

(f) Automobile storage shall provide for a minimum of three (3) parking spaces. Parking spaces, whether interior or exterior, shall have minimum dimensions of not less than ten (10) feet in width by twenty (20) feet in length and shall be readily accessible to the driveway. All parking spaces shall have either a paved surface of asphalt or concrete or a graveled surface. At the time of the construction of the main residence, a driveway shall be constructed from the access easement to the parking spaces.

(g) Fencing shall comply with the following fence design standards:

(i) A privacy fence is a fence which is architecturally integrated with the main residential building and is located within the Building Envelope. Privacy fences may be of solid construction, may be no more than eight (8) feet in height and shall be attached to the main residence. Privacy fences shall enclose no more than twice the square footage of the primary residence.

(ii) No other fencing is permitted anywhere within the limits of The Property, it being specifically recognized that many wildlife species live on or migrate through The Property during various times of the year. It is the intent of The Declarant that all game trails not located on Building Envelopes shall be preserved and that access to and through Lots within The Property for use of wildlife shall be preserved.

(h) Utilities shall be installed underground. All fuel tanks, gas tanks or similar storage receptacles shall be buried underground, except in the case where prohibited by any applicable fire code or where, due to the arrangement between the Lot Owner and the person supplying a service, the receptacle is not permitted to be placed underground, in which case an appropriate screen shall be constructed around the receptacle, which screen shall be architecturally consistent with and constructed of the same exterior finish materials as that of the main residence.

ARTICLE V

USE RESTRICTIONS

Section 1. RESIDENTIAL CLASSIFICATION. All land within the Property is hereby classified as residential. Each Lot shall be used exclusively for residential purposes, and no more than one family (including its servants and transient guest) shall occupy any improvements on the Lot, with the exception of Lots 3 and 5, which may contain multiple units in accordance with the approval for a complete neighborhood granted by the Town of Jackson; provided, however, that nothing in this paragraph shall be deemed to prevent:

(a) Any artist, artisan or craftsman from pursuing his artistic calling upon the Lot or dwelling unit owned by such artisan if he also uses the Lot or dwelling unit for residential purposes, is self-employed and has no employees working on the Lot or in the dwelling unit, and does not advertise any product or work of art for sale to the public upon such Lot or dwelling unit; or

(b) The leasing for residential purposes of any Lot from time to time by the owner thereof, subject, however, to all of the restrictions contained herein and as may be adopted from time to time by the Association.

Section 2. BUILDING AND IMPROVEMENT RESTRICTIONS. The following general restrictions shall apply to all Lots:

(a) No building, structure, sign, fence, refinishing or improvement of any kind shall be erected, placed or permitted to remain on any structure or Lot, and no excavation or other work which in any way alters any Lot from its natural or unimproved state existing on the date such Lot was first conveyed by Declarant, his successors and assigns, to an Owner, shall be erected, placed, done or permitted to remain on any structure or Lot until the plans, specifications and exterior material samples and color selections therefor have been approved in writing and a building permit has been issued by the Design Committee. Plans for building, improvements or additions to the same shall include scaled floor plans, exterior elevations indicating height, a list of exterior materials, and a site plan. Plans and elevations shall be supplied which clearly show all external features and materials for all structures. They shall show garages, porches, decks, stoops, chimneys, vents, doors and windows, trim and special architectural features. Site plans shall show the elevations of finished floors and existing and finished grades, and shall show the entire site in the location of all rights-of-way, easements, buildings, decks, driveways, parking areas, fences and utilities. Specifications shall describe all exterior finishes. The Design Committee shall have the right to demand, as a condition to their consideration, of all submissions in furtherance of the improvements of the Lots, such additional materials and data as they deem appropriate to determine whether the proposed improvement conforms with this Declaration.

to determine whether the proposed improvement conforms with this Declaration.

(b) The sum of Fifty Dollars (\$50.00) for each residential lot shall be submitted, along with the proposed building, site or alteration plans, to the Design Committee to cover the expense of reviewing said plans. Said amount may be increased from time to time by Design Committee rules.

(c) Two (2) copies of any proposed plans and related data shall be furnished to the Design Committee, one of which may be retained by the Design Committee for its records. Any approval given by the Design Committee shall not constitute a warranty, express or implied, of compliance with any applicable building, zoning or safety codes, or for any other purposes other than the authority for the person submitting the plan to commence construction.

(d) A driveway base for site access must be completed prior to initiation of any other construction activities on any lot. Said base must be inspected and approved by a representative of the Design Committee prior to initiation of any other construction. After completion of the driveway base, all vehicles shall use the driveway base as the sole means of access to the lot from adjoining streets. A special assessment will be levied against the lot and its owner for the purpose of repairing any damage caused to adjoining asphalt streets as the result of the failure to observe this requirement.

(e) No fill, dirt, construction material or other items may be placed on any site until a Building Permit has been issued by the Design Committee.

(f) An Occupancy Certificate must be obtained from the Design Committee before any improvement may be occupied. No improvements shall be occupied until all exterior improvements, including fireplaces, are completed. The Occupancy Certificate will contain a certification by the owner that the improvement complies with all covenants, conditions and restrictions, except those for which variances have been granted, and that the exterior of the improvement has been completed according to the approved specifications.

Section 3. MAINTENANCE RESPONSIBILITIES. Each Lot, and any and all improvements from time to time located thereon, shall be maintained by the Owner in good condition and repair, and in such matter as not to create a fire hazard, all at the Lot Owner's cost and expense. Maintenance by the Owner shall include, but not be limited to, periodic staining of any exterior wood siding, and landscaping and maintenance of yards, including weed control. Landscaping, including finish grading and seeding of any disturbed area, must be completed by the first June 1 occurring more than thirty (30) days after the Occupancy Certificate has been issued for that Lot. If any Owner fails to perform mainte-

nance responsibilities, after written request by the Association to do so, the Association may perform maintenance work at the Owner's expense.

Section 4. PROHIBITION OF NUISANCE AND OTHER MISCELLANEOUS RESTRICTIONS. No noxious or offensive activity shall be carried out upon any Lot, nor shall anything be done or placed thereon which would be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of their Lots. In determining whether there has been a violation of this paragraph, recognition shall be given to the objective that Owners, by virtue of their interest and participation in The Property, are entitled to the reasonable enjoyment of the natural benefits and surroundings of The Property. Without in any way limiting the foregoing, the following is expressly prohibited:

(a) Once construction of any building or improvement has been commenced, said construction shall proceed without delay until the same is completed, unless such delay is attributable to a cause or causes beyond the control of the Owner, builder or contractor, as the case may be. Cessation of work before the completion of any building, structure or improvement, once started, for a continuous period of sixty (60) days shall be prima facie evidence of an attempt to abandon the same in its partially completed state, and the same shall be deemed to constitute a nuisance.

(b) No firewood or other fuel supply may be placed or maintained upon any Lot in such a manner that it is visible from neighboring property.

(c) All vehicles shall be parked in designated parking spaces on the Lot or on the spaces provided therefor on multiple dwelling lots. No vehicle may be parked on any street within The Property or on any yard or common area on individual or multiple dwelling unit lots. No stripped down or junked motor vehicle or any sizable part thereof or any other apparatus or machinery shall be permitted to be parked or located on any Lot, street or portion of the common area in The Property.

(d) All garbage and trash shall be compacted and kept in covered containers and shall be maintained so as not to be visible from neighboring property. Appropriate screening devices shall be constructed to screen the garbage and trash areas from vision from neighboring properties. The collection and disposal of garbage and trash shall be in strict compliance with such rules as may be adopted by the Association, which may provide for common collection points. The maintenance of accumulated waste materials is prohibited. The cost of garbage and trash collection shall be paid by each Lot Owner in accordance with the billing of the collector in the event the Association elects not to contract for said service to all Lot Owners. All garbage and trash must be compacted and taken to

such collection points as the Association may designate for removal. Construction refuse is not permitted at collection sites and must be removed from all Lots and disposed of by the Owner thereof. Accumulation of garbage and building materials constitutes a nuisance and may be removed by the Association at the Owner's expense.

(e) No snowmobile, motorcycle, or other similar device shall be operated on any lot for recreational purposes. Snowmobiles, motorcycles or similar vehicles may be used for access to and from residential structures, with the prior written approval of the Design Committee. The approval of the Design Committee for access use may be terminated if such vehicles are not strictly limited to access.

(f) No signs whatsoever, including but not limited to, commercial, political and other similar signs, visible from neighboring property, shall be erected or maintained upon any lot except those signs which have received the specific approval of the Design Committee, or those which are required, by Town Ordinance, for identification purposes.

Section 5. HUNTING AND DISCHARGE OF FIREARMS. Hunting and the discharge of firearms within the confines of The Property is prohibited.

Section 6. WILDLIFE. The purchasers of property within The Property are hereby notified that, due to the location of The Property, various species of wildlife sometimes inhabit or migrate through the general area. While this attribute may be considered an advantage, vegetative use by game or ornamental shrubs, trees and other plants may occur. Harassment or construction of fencing more restrictive than provided for in these covenants with a view to limiting the access of wildlife to any Lot contained within The Property is expressly prohibited. The following limitations on use and development are intended, in addition to all the other requirements of these covenants, to protect, preserve and maintain the existing wildlife habitat on the property and to minimize the adverse effects of development on wildlife habitat:

(a) No owner of any lot 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 Envelope for the purposes of constructing authorized structures thereon or access drives thereto.

(b) Dogs and other domestic animals shall be controlled and restrained at all times, and shall not be allowed to run at large on any portion of any Lot, except as hereinafter provided.

(c) No activity shall be allowed on any lot which disturbs or harrasses wildlife.

(d) Artificial feeding of wildlife (which encourages unnatural dependencies on human largesse) shall be prohibited,

except as recommended by and in coordination with the Wyoming Game and Fish Department.

(e) Notwithstanding any laws of the United States of America or of the State of Wyoming, no owner of any lot, members of his family, or guests, shall at any time attempt the killing or capturing of any wild animals or wild birds upon any lot in The Ridge.

(f) No explosives, guns, firecrackers, or other noise making devices shall be discharged upon any Lot.

(g) No mining or other mineral extraction or development activities shall be permitted on any Lot, including the removal of gravel.

Section 7. DOMESTIC AND WILD ANIMALS. No domestic or wild animals, livestock, fowl, reptiles or insects shall be raised, bred, or kept on any Lot within The Property except for no more than a total of two (2) dogs or other domestic pets, and then only provided that they are not kept, bred or maintained for any commercial purpose, and provided that they are never permitted outdoors except when accompanied by an occupant of the Lot, under leash or other restraint. Livestock, such as horses, cows, pigs, goats or poultry, may not be maintained on any Lot. The Association may promulgate such reasonable rules and regulations generally applicable to all Lot Owners as may be appropriate to further enforce this covenant, in furtherance of the objective that such animals should not be permitted to range about the Property or upon land adjacent to the Property or to disturb other Owners or occupants, or to disturb wildlife, since they may constitute a nuisance to other land owners and to wildlife.

ARTICLE VI

GENERAL PROVISIONS

Section 1. LOT COMBINATION AND SUBDIVISION. Except as hereinafter provided, no Lot within the Property, with the exception of Lots 4 and 9, which may be split once, shall be further subdivided or split. Any lot may be split or subdivided by one (1) or more owners thereof where the purpose of such split or subdivision is to combine portions of the lot or lots subdivided or split with two (2) or more contiguous lots so that the total area of the subdivided or split portions of a lot and the contiguous lots comprise of two (2) or more revised lots which contain an area of land greater than that of the original lots. Two (2) or more lots may be combined into a single revised lot. In all cases mentioned above, the lots split or subdivided and combined or the lots combined shall meet with the prior approval of the Design Committee and with the requirements of the Teton County Comprehensive Plan as now enacted or as may hereafter be amended. In all cases there shall be recorded with the County

Clerk of Teton County, Wyoming, either (a) an appropriate replat of the effected lots showing the revised lots and/or (b) such other instruments or documents as shall be deemed necessary to establish the revised lots as determined by the Design Committee and the Teton County Commissioners. At the time of the accomplishment of the revision of lots, all set-backs and other performance standards shall apply to the revised lots, except where appropriate adjustments may be permitted, in the sole discretion of the Design Committee, with respect to the number of permitted structures and other matters which are appropriate to change based on the increased areas of the revised lots.

Section 2. FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS. Certain federal, state and local laws, rules and regulations may be inconsistent or more restrictive than the covenants, conditions and restrictions contained herein. To the extent that the applicable law is more restrictive than or is in conflict with these covenants, conditions and restrictions, the provisions of the applicable law shall be controlling.

Section 3. ASSIGNABILITY OF DECLARANT'S RIGHTS. Declarant is entitled to assign to third persons and corporations of its choosing, the rights retained by Declarant under these covenants, conditions and restrictions.

Section 4. FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS. Certain federal, state and local laws, rules and regulations, including the Teton County Comprehensive Plan and ordinances of the Town of Jackson, may be inconsistent or more restrictive than the covenants, conditions and restrictions contained herein. To the extent the applicable law requires any Lot Owner to do anything not required herein or the performance by a Lot Owner of an act which is inconsistent with these covenants, the Lot Owner shall comply with the applicable law.

Section 5. OBLIGATION AND LIABILITY OF DECLARANT. Nothing contained in these covenants, conditions and restrictions shall be construed to obligate the Declarant, its successors and assigns, to construct, build or otherwise provide improvements of any kind or description, other than those required as a condition to filing the plat, nor shall anything herein contained be construed in any manner to impose upon the Declarant, its successors and assigns, any liability for property damage and/or personal injury occurring to any person or persons whomsoever for or by reason of the use of The Property or any improvements located thereon.

Section 6. ADDITIONS TO THE PROPERTY. Declarant expressly reserves the right to include, by supplemental declaration, other lands now or hereafter subdivided and located adjacent or within a reasonable proximity to The Property, with lands located in The Property, to cause said lands, as subdivided, to be subject to the te: conditions and provisic of this Declaration,

and to thereby include said lands and the purchasers of said lands within the Homeowners Association created by Article I of this Declaration. Declarant may, by such supplemental declaration, revise, on an equitable basis, for all Lot Owners the proportionate liability of each Lot Owner for the assessments provided for under this Declaration, taking into account all lands added. The purpose of this provision is to provide the authorization to Declarant if and when additional lands are added, to cause The Property and the additional lands to be administered, treated and considered as one subdivision in order to achieve the economies and simplicity inherent in such an arrangement and to thereby avoid the necessity of unnecessarily creating numerous separate homeowner's associations, which course of action is considered by the Declarant to be cumbersome and inefficient.

ARTICLE VII

ENFORCEMENT, DURATION, VARIANCE AND AMENDMENT

Section 1. ENFORCEMENT. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by The Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Every act or omission, whereby any restriction, condition or covenant in this Declaration set forth, is violated in whole or in part, is declared to be and shall constitute a nuisance and may be abated by Declarant or his successors in interest or by any Lot Owner; and such remedies shall be deemed cumulative and not exclusive.

Each Owner shall comply strictly with the provisions of the Declarant and any duly enacted amendments thereto, and with the articles of incorporation and the bylaws of the Association, and with the Association Rules, if any, as the same presently exist or as they may be lawfully amended from time to time. In the event that any Owner fails to comply, within ten (10) days of any written request to comply made by the Association or its duly authorized representative, the Association, through any duly authorized representative, may:

(a) Enter upon the Lot or any portion of the property upon which or as to which such violation or breach exists and summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to intent and meaning of any covenant, condition, restriction or rule; or

(b) Do or perform any repair, maintenance, landscaping

or exterior finishing work which the Owner is affirmatively obligated to perform at such Owner's expense; or

(c) Enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuation of any such breach; or

(d) Recover sums due for damages.

The expense associated with any enforcement procedure shall be the personal obligation of the defaulting Owner, and shall become an assessment and a lien against the defaulting Owner's Lot, which the Association may enforce as provided in Article III of this Declaration. The Association or its duly authorized representative shall not be deemed guilty, in any manner, of trespass as the result of any enforcement action taken pursuant to this Section. All remedies available to the Association, whether at law, in equity or pursuant to the provisions of any covenant, condition, restriction or rule, shall be cumulative and not exclusive, and shall be in addition to any other remedies available to the Association.

Section 2. DURATION OF RESTRICTIONS. All of the covenants, conditions and restrictions set forth in this Declaration shall continue and remain in full force and effect at all times against said property and the Owners thereof, and to the benefit of said properties and Owners, subject to the right of amendment or modification provided for hereinafter, for a term of TEN (10) YEARS, after which time they shall be automatically extended for successive periods of ten (10) years, unless amended as hereinafter provided in Section 3.

Section 3. AMENDMENT. This Declaration may be amended at any time by an instrument authorized by not less than two-thirds (2/3) of the total number of votes provided for by Article II hereof, and executed by the designated representatives of the Association or in the alternative, by an instrument signed by all record Owners of Lots within The Property, which amendment shall apply to all Lots within The Property and which instrument shall be recorded in the Office of the County Clerk and Ex-Officio Register of Deeds for Teton County, Wyoming.

Section 4. CONSTRUCTION AND VALIDITY OF RESTRICTIONS. All of the covenants, conditions and restrictions contained herein shall be construed together, but if it shall, at any time, be held that any one of said conditions, covenants or restrictions, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant or restriction, or any part thereof, shall be thereby affected or impaired; and the Declarant and Lot Owners in The Property, their heirs, personal representatives, successors and assigns shall be bound by each provision of this Declaration, irrespective of the fact that any other provision is declared invalid or inoperative, or for any reason becomes unenforceable.

