

4

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

This SUPPLEMENTAL DECLARATION is made as of September 20, 2000
by Somerset Wyoming Properties Limited Partnership, a Wyoming limited partnership,
as the Declarant.

RECITALS

A. Declarant is the owner of *The Ridge at Spring Creek Ranch*, a subdivision of Teton County, Wyoming according to Plat No. 998 recorded Oct 3, 2000 with the Clerk and Ex-Officio Recorder of said County. *The Ridge at Spring Creek Ranch* is also a subdivision of Lot 3 of Spring Creek Ranch, a subdivision of said County according to Plat No. 501. *The Ridge at Spring Creek Ranch* is herein referred to as the "Property."

B. Declarant, its predecessors and affiliates initiated the development of Spring Creek Ranch as a resort and recreational project consisting of residential units, a resort hotel and related facilities and infrastructure.

C. Spring Creek Ranch was subjected to a Declaration of Covenants, Conditions and Restrictions that was amended and restated in its entirety by that certain Restated Declaration of Covenants, Conditions, and Restrictions of Spring Creek Ranch dated August 5, 1983 and recorded August 11, 1983 in Book 143 of Photo, Pages 1-85 in the Office of the Teton County Clerk. The Restated Declaration was amended by that certain First Amendment recorded in Book 170 of Photo, pages 679-702 and that certain Supplement recorded in Book 187 of Photo, pages 306-316. The Restated Declaration as amended is herein referred to as the "Spring Creek Ranch Declaration of Covenants."

D. Declarant desires to subject the Property to certain additional restrictions, conditions, covenants, reservations, liens and charges as set forth in this Supplemental Declaration. The Declarant is adopting these supplemental covenants, conditions and restrictions to preserve and maintain the character and value of the Property for the benefit of all existing and future owners of the Property and to memorialize certain conditions and restrictions imposed by the Board of Commissioners for Teton County as conditions to approval of the subdivision of the Property.

NOW THEREFORE, the Declarant hereby declares that all of the Property shall be held, sold, conveyed, leased, transferred, used and occupied subject to the provisions of the Spring Creek Ranch Declaration of Covenants and this Supplemental Declaration, including the covenants, restrictions, charges and liens contained or provided for therein and herein which are for the purpose of protecting the value and desirability of the Property as a first class real estate project and which shall be construed as covenants of equitable servitude and shall run with the land and be binding on all parties having any right, title or interest in the Property or any part thereof, and their heirs, successors and assigns.

Grantor: SOMERSET WYOMING PROPERTIES'
Grantee: THE PUBLIC
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Sherry L Daigle, Teton County Clerk fees: 24.50
By MARY D ANTROBUS Deputy

ARTICLE I
Definitions

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

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

ARTICLE II
Architectural Restrictions and Controls

Section 1. Architectural Standards; Automatic Sprinkler Systems

No improvements shall be constructed or placed on a Lot without the prior written approval of the Spring Creek Homeowners Association for the plans and specifications for such improvements, as provided in the Spring Creek Declaration of Covenants. Any improvements to be constructed or placed on a Lot shall be in strict accordance with such approved plans and specifications.

All occupancies on the Property shall be protected by Automatic Sprinkler Systems installed in accordance with UBC Standard 38-1-88 or NPA Standards 12, 12R or 13D. Those systems installed for occupancies on Lots 50, 51, 52 and 53 will require individual pressure reducing valves.

Section 2. Minimum floor area.

The total floor area of a single-family dwelling, excluding garages, basements and similar non-habitable or storage areas, on a Lot shall not be less than 2,400 square feet.

Section 3. Maximum impervious surfaces.

Maximum impervious surfaces, as those terms are defined in the Land Development Regulations including driveways and parking areas but excluding roads, shall not exceed 12,000 square feet on any Lot. Total impervious surfaces, including driveways and parking areas but excluding roads, shall not exceed 120,000 square feet for all the Lots on the Property.

No Owner shall make or cause to be made alterations, modifications or additions that increase the impervious surface area, including driveways and parking areas but

excluding roads, of a Lot without the prior written consent of the Spring Creek Homeowners Association.

The impervious surface limitations are based on Teton County requirements and limitations for total impervious surfaces for Spring Creek Ranch. Any owner may request approval of the Association to increase impervious surface area, including driveways and parking areas but excluding roads, on any Lot to exceed the above limits of 12,000 square feet per Lot or 120,000 square feet for all the Lots on the Property, or both.

If the Teton County requirements and limitations for total impervious surfaces would be exceeded by the requested increase, the Owner would have to secure a variance from Teton County.

Section 4. Height limits.

a. Teton County requires that development on any Lot which penetrates the skyline, as defined in accordance with Section 3360, Skyline Development Standards, of the Land Development Regulations, must comply with the mitigation standards outlined in Subsection B of Section 3360. Importantly, the height of such development shall not exceed twenty (20) feet above original grade.

b. All development on all Lots shall comply with the mitigation standards outlined in said Subsection B.2 – B.8 concerning height, mass, form, exterior materials and colors, roof materials, earth moving, and landscape screening, but particularly the height limit. Said subsections are repeated here for reference:

Sec. B.2. Height. The height of the development shall not exceed twenty (20) feet above original grade.

Sec. B.3. Mass. The mass of the development shall be designed so as to be broken into distinct, smaller forms, which may involve repeating similar forms at a more modest scale, breaking facades and roof lines into smaller segments, or stepping the building mass into the hillside. To the maximum extent practical, buildings shall be placed down the hill or cut into the slope to minimize skyline penetration.

Sec. B.4. Form. The form of the development, particularly its roof form, shall recreate the natural form of the hillside or butte. If the natural form of a butte top Skyline that is being penetrated is flat, the building shall have a flat roof form. If the natural form of a hillside Skyline is rounded or jagged, the building shall use a hipped or similar roof form.

Sec. B.5. Exterior of structure. The exterior of all development shall be built or painted with earth tone materials or colors.

Sec. B.6. Roof materials. The color of all roofs shall be the color of surrounding vegetation or land features. Reflective roof materials shall not be used, unless the materials are treated to eliminate reflection.

Sec. B.7. Earth moving. Development shall minimize the need for earth moving or disturbance to the maximum extent practical. Earth moving on a slope to create a flat platform on which development is placed shall be prohibited. Areas disturbed for earth moving shall be revegetated using native species which are already growing on or near the site. Top soil shall be stock piled and placed on disturbed areas. Provision shall be made for irrigation, if it is necessary to ensure survival of the indigenous species planted.

Sec. B.8. Landscape screening. Development shall be located so as to preserve, to the maximum extent practical, existing vegetation which may help to screen its appearance. Indigenous vegetation shall be planted to supplement existing vegetation. Indigenous vegetation shall be selected from "Landscape Plant Material from the Teton County Area," a copy of which is available at the Teton County Planning Department. Indigenous vegetation shall be planted so as to screen at least fifty (50) percent of the development within three (3) years of its occupancy, as measured during the summer.

c. In appropriate circumstances, the Owner may request a variance from such mitigation standards, provided that Owner must first demonstrate that the intent served by the mitigation standard has otherwise been met or that all reasonable measures to avoid the need for the variance have been pursued. For example, if height or mass is the variance requested, the Owner should demonstrate that,

1. Obvious and reasonable design alternatives have been pursued that significantly reduce apparent skyline penetration.
2. The building is sited within the building envelope to minimize the apparent skyline penetration.

d. The request for a variance shall be directed to the County in the cases where development of a Lot will penetrate the skyline as defined in Section 3360, Skyline Development Standards. This requirement is specific to Lots 47, 48, 49 and 50.

e. In the cases where development of a Lot will not penetrate the skyline as defined in said Section 3360, but will penetrate the skyline as viewed from roads within Spring Creek Ranch, the request for a variance shall be directed to the Spring Creek Homeowners Association. Such request may include a variance of County regulations and as such, will require a separate request for a variance be directed to the County.

Section 5. Building Envelopes.

Building envelopes have been provided for all Lots on the Plat for the Property. Those building envelopes prescribe the set backs for all buildings and structures over four (4) feet in height. All buildings and structures over four (4) feet in height for any Lot including architectural projections of buildings such as chimneys, eaves, outside stairways and uncovered balconies, and stairway landings, uncovered decks, and uncovered porches, must be constructed within the building envelope for such Lot. Notwithstanding the foregoing, underground utilities, pathways, landscaping drainage facilities, and retaining walls may be constructed outside the building envelopes.

Section 6. Seismic.

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

A report from a geotechnical engineer registered in the State of Wyoming is required for any development on any Lot and shall accompany the Owner's application for a Teton County Building Permit.

Section 7. Landscaping.

For any structure that penetrates the skyline as defined in Section 3360, Skyline Development Standards, of the Land Development Regulations, Teton County requires that the Owner shall plant indigenous vegetation so as to screen as least fifty (50) percent of the structure within three (3) years of its occupancy, as measured during the summer, as provided in subsection B.8 of said Section 3360. Teton County requires that the Owner shall provide irrigation for the required landscaping. Further, prior to and as a condition for issuance of any building permit for such a structure, Teton County requires a bond or other acceptable surety equal to one hundred twenty-five (125) percent of the cost of supplying and installing the required plant materials be submitted by the Owner of the Lot to the Planning Director. This requirement is specific to Lots 47, 48, 49 and 50.

In addition for all Lots, the Owner shall plant one "Plant Unit" as required by Teton County Land Development Regulations. Such planting shall be at such location on the Lot to mitigate the impact of any structures on the Lot on the views from roads within Spring Creek Ranch. Likewise, Owner shall provide irrigation for such landscaping. "Plant Unit" is defined in accordance with Section 4150, Standard Plant Unit, of the Land Development Regulations.

Section 8. Lighting.

The residential areas of Spring Creek Ranch are areas of low ambient brightness, if not intrinsically dark. Controlling light pollution and light trespass, both nuisance glare and high illuminance levels, are of particular concern. Lighting proposals shall address the normal circumstance that off-site observers will be located at an elevation below the property. Lighting is to be minimal, and used primarily to meet the minimum requirements of safety.

a. Interior lighting. Glazing to take advantage of the scenic vistas is presumed to be an important part of residential design at Spring Creek Ranch. Accordingly, interior lighting can contribute to both light pollution and light trespass. Interior lighting design shall consider the following:

1. Avoid direct light hitting glazing. Select, locate and mount fixtures to control and contain light within the residence. Use indirect lighting and well-shielded fixtures.
2. Use dimming controls and timers on interior architectural lighting.
3. Emphasize indirect lighting of ceilings to provide soft ambient light throughout.
4. Demonstrate consideration of the following factors –
 - window coverings
 - reflective quality of interior (and exterior) surfaces
 - fixture design
 - nature or type of glazing

b. Exterior lighting. Lighting is to be minimal and used essentially to meet the minimum requirements of safety. All outdoor lighting shall be installed in such a manner and be so shielded that the cone of light falls within the perimeter of the building envelope. Ambient light traveling outward and upward shall be reduced to the greatest extent possible by shielding fixtures and limiting intensity. Fixtures mounted on the surface of the buildings or contiguous hardscape, such as decks or balconies, shall be installed in such a manner and be so shielded that the cone of light falls within the constructed surfaces. For example, light from up-lights shall be fully contained by soffits or overhangs. Light from down lights shall be limited to the porch or stairs. All lighting shall be hooded or shielded to conceal the lamp source from direct view so that no illumination source or glare creates a nuisance to any adjoining property.

Outdoor lighting other than fixtures placed on the structure at entrances and exits is prohibited. Output of exterior light fixtures at any entrance or exit shall not exceed 5,500 lumens in the vicinity of the main entrance or exit or 2,500 lumens in the vicinity of any

secondary entrance or exit. Total luminance from all exterior lighting placed on the structure shall not exceed 10,000 lumens. Lighting shall not exceed a maximum intensity of one-half footcandle (0.5 fc) at ground level at the perimeter building envelope or at fifteen feet (15 ft.) from the exterior of the building, whichever is less.

Minimal lighting of pedestrian hazards, such as stairs and obstacles, is acceptable. Illumination shall not exceed lumens equivalent to the lumens produced by a 25 watts incandescent lamp. Fixtures shall have a total cut-off of light at an angle less than ninety (90) degrees. Landscape lighting is prohibited except where landscape lighting is used for minimal lighting of pedestrian hazards. Continuous lighting of pathways and driveways is not permitted.

Section 9. Drainage and Erosion Control.

The development plan for a Lot should address stormwater runoff leaving the Lot. The Land Development Regulations provide (1) that stormwater runoff not exceed the predevelopment discharge rate for a ten-year storm event, calculated in accordance with Jackson, Wyoming rainfall intensity curves and the Modified Rational Method and (2) that the development plan for a Lot provide adequate drainage facilities to convey a 100-year storm event.

Drainage facilities for a Lot shall be designed to accommodate the drainage plans for neighboring Lots that have been previously approved by the Association. Drainage facilities incorporating subsurface piping shall also incorporate surface grading and swales to convey drainage in the event that subsurface piping becomes plugged or frozen.

The Owner of a Lot shall be responsible for the operation, maintenance, repair and replacement of all drainage facilities provided in the development plan for the Lot.

Section 10. Trails and Pathways.

Declarant reserves the right to select alternative alignments and to construct trails and pathways (i) within the Harvest Dance Road right-of-way, (ii) within the driveway easement extending across Lot 55 from the Harvest Dance Road right-of-way depicted on the Plat for the Property, and (iii) within Lot 57. Final pathway alignments are subject to change until such pathways are constructed. When constructed, the pathways shall be Project Common Area as defined in the Spring Creek Ranch Declaration of Covenants.

ARTICLE III Occupancy Restrictions

Section 1. Employee Apartments.

An Owner may construct an employee apartment on the Lot. Occupancy of such apartment shall be restricted to employees and families of employees of Owner, Declarant, and/or the owner or operator of Spring Creek Ranch and of Amangani.

**ARTICLE IV
Amendments**

Section 1. Amendments to the Land Development Regulations.

Certain conditions and restrictions above are based on the Land Development Regulations of Teton County or reflect certain conditions or restrictions imposed by Teton County as conditions to its approval of the subdivision of the Property. If amendments either to the Land Development Regulations or to the conditions to approval of the subdivision of the Property would ease the conditions or restrictions provided herein, then such conditions or restrictions shall be considered amended accordingly.

Section 2. Amendments by Owners.

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

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

**ARTICLE V
General Provisions**

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

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

Any remedy provided for by this Supplemental Declaration or the Spring Creek Ranch Declaration of Covenants for breach of any of the covenants, conditions, restrictions,

reservations, liens or charges contained herein or therein, shall be in addition to any other available remedy whether provided by law or in equity, and all of such remedies whether provided for herein or therein or otherwise shall be cumulative and not exclusive.

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

Section 3. Construction and Severability. The provisions of this Supplemental Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property. This Supplemental Declaration shall be governed by, and construed in accordance with Wyoming Law. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any of the provisions hereof shall not affect the validity of the remaining provisions.

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

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

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

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

The address for Declarant is as follows:

Somerset Wyoming Properties Limited Partnership
1800 Spirit Dance Road
PO Box 2809
Jackson, Wyoming 83001

Tel 307 733-1486
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