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SOLITUDE COVENANTS, CONDITIONS AND RESTRICTIONS

Restated with amendments through December 23, 1999.

Grantor: HERMAN, BRADLEY L PRESIDENT

Grantee: THE PUBLIC

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By MARY D ANTROBUS Deputy

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOLITUDE UNITS 1, 2, 3,
4, 5, 6, and 7; AND FOR WEST SOLITUDE -- PARCELS 1, 2, 3, and 4

Table of Contents

	<u>Page No.</u>
INTRODUCTION	2
1. USE AND BUILDING	3
2. SITE OF BUILDING	3
3. BUILDINGS-MAXIMUM HEIGHT	3
4. BUILDING-ARCHITECTURE, DESIGN AND MATERIALS	4
5. BUILDING-COMPLETION	4
6. LANDSCAPING	4
7. SETBACKS AND BUILDING LOCATION	4
8. COMMERCIAL ACTIVITIES PROHIBITED	4
9. EXCAVATION AND MINING	5
10. PROHIBITED STRUCTURES	5
11. FENCES.	5
12. SIGNS AND LIGHTS	6
13. ANIMALS	7
14. ROADS AND PARKING	7
15. NUISANCES PROHIBITED	8
16. UTILITIES AND SERVICES	8
17. WASTE AND TRASH DISPOSAL	9
18. UTILITY EASEMENT	9
19. COMBINATION AND SUBDIVISION	9
20. WILDLIFE CONSIDERATION	10
21. ROADWAY AND EASEMENT	11
22. BUILDING PERMIT	11
23. THERE IS NO PARAGRAPH 23	12
24. SITE COMMITTEE-COMPOSITION	12
25. SITE COMMITTEE-TERM	13
26. SITE COMMITTEE-AUTHORITY	13
27. HOMEOWNERS ASSOCIATION	14
28. LIEN FOR ASSESSMENTS	14
29. ASSESSMENTS	15
30. DISSOLUTION	15
31. ADDITIONAL FILINGS	15
32. AMENDMENTS	15
33. VALIDITY	16

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SOLITUDE -- UNITS 1, 2, 3, 4, 5, 6, and 7; AND FOR WEST SOLITUDE -- PARCELS 1,
2, 3, and 4

Solitude, Inc., a Wyoming corporation, hereinafter referred to as the Developer, being the owner in fee simple, and Roderick P. Lucas and Phillips E. Lucas, as Mortgagees of Record of the following described land, to wit:

See property description attached hereto as Exhibit "A" and by this reference made a part hereof, hereafter referred to as the "Area."

Said land being the real property now duly platted as "Solitude Unit 1", the plat thereof being heretofore filed in the Office of the County Clerk and Ex-Officio Register of Deeds for Teton County, Wyoming, on July 19, 1979 as Plat No. 379; hereby rescind and vacate those restrictive covenants recorded on the 10th day of July, 1979 in Book 88 of Photo, page 476-483 and in their place hereby made the following Declaration of Covenants, Conditions and Restrictions as to limitations, restriction and uses to which that property may be put, hereby specifying that said Declarations shall constitute covenants to run with all the land as provided by the law and shall be binding upon all parties and all persons claiming under them and for the benefit of and limitation upon all future owners thereof, this Declaration being designated for the purpose of keeping and maintaining the use and development of the land desirable and for the purpose of protecting the value and desirability of the real property contained therein.

It is further declared that this Declaration of Covenants, Conditions and Restrictions shall apply to additional filings and run with the land and bind all parties and persons claiming under them according to Paragraph 31 herein, and it is hereby declared, confirmed and ratified that the real property subject to and bound by this Declaration of Covenants, Conditions and Restrictions includes, without limitation, the property platted as Solitude -- Units 1, 2, 3, 4, 5, 6 and 7 (as said units are platted and recorded with the Teton County, Wyoming Clerk), and the property known as West Solitude -- Parcels 1, 2, 3 and 4 (as depicted on Map of Survey T-454 recording with the Teton County, Wyoming Clerk on January 15, 1997).

1. USE AND BUILDING. All lots within the Area shall be used exclusively for residential purposes and no structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot within the Area other than any combination of the following:

- A. One single-family main dwelling house;
- B. One single-family guest house;
- C. One garage for each such house;
- D. One utility building for the purpose of storage of items incidental to residential use.

2. SITE OF BUILDING. The main dwelling house referred to in paragraph 1(A) above shall contain no less than 1200 square feet of enclosed living space. The guest house referred to in paragraph 1(B) above shall contain no more than 1200 square feet of enclosed living space.

3. BUILDINGS-MAXIMUM HEIGHT. No building shall exceed twenty-seven (27) feet or two (2) stories in height measured at any cross section of the building from original grade in the highest point of the building, not including chimneys or other minor projections.

4. BUILDING-ARCHITECTURE, DESIGN AND MATERIALS. All buildings shall be designed in a character in keeping with the landscape, style and architecture of the Area. All improvements shall be of new construction. Pre-built, prefabricated, component or modular construction shall be permitted only on specific approval of the Site Committee. The exterior of all buildings shall be of wood, stone, stucco, brick, plaster or other suitable material to be specifically approved by the Site Committee. The exterior roof of all buildings shall be of cedar shake or slate or other suitable material to be specifically approved by the Site Committee. All exterior materials, finishes, decorations and colors shall require specific approval of the Site Committee, it being the intent of this Declaration of Restrictive Covenants that the buildings within the Area blend with the natural surrounding landscape. Notwithstanding the forgoing, however, under no circumstances shall the exterior wall of any building be of plastic, metal or exposed cinder or other lightweight aggregate block, nor shall the exterior roof

of any building be of plastic, metal or reflective materials, except for solar heating units approved by the Site Committee.

5. BUILDING-COMPLETION. The exterior of all houses and other permitted structures must be completed within twelve (12) months after the commencement of construction except where such completion is impossible or would result in undue hardship to the owner or builder due to strikes, fires, national emergency or natural calamities, and, in that event, diligently pursued, nonetheless to either completion or removal of the structure from the premises.

6. LANDSCAPING. It is the intent of this Declaration of Restrictive Covenants, in the construction of all improvements within the Area, that care be exercised not to unduly disturb the natural landscape thereof, and within twelve (12) months after the construction or removal of any such improvement, the landscaping on the unimproved part of the property disturbed or destroyed during construction shall be restored by the planting of grasses, trees or shrubbery of appropriate character and type. Native trees and timber shall not be removed from any lot within the Area except as may be deemed necessary by the Site Committee for the construction of authorized buildings and improvements.

7. SETBACKS AND BUILDING LOCATION. No building shall be erected or permitted to remain on any lot less than seventy (70) feet from the front lot line or twenty-five (25) from a side or rear lot line unless written approval by the Site Committee is given. The location of all buildings within any and all lots shall be subject to the specific approval of the Site Committee and the said Committee reserves the absolute right to control the site location of all such buildings.

8. COMMERCIAL ACTIVITIES PROHIBITED. Except that the main dwelling house and guest house on any lot may be rented for single-family residential purposes, no businesses, professions or commercial activities except those of artists, artisans or craftsmen shall be permitted on any lot within the Area; provided, however, that the noise from any such artists, artisans or craftsmen cannot be heard from a neighboring

lot, and provided further, however, that no such artists, artisans or craftsmen shall advertise any product or work of and for sale to the public from within the Area.

9. EXCAVATION AND MINING. No excavation for stone, sand, gravel or earth may be made on any lot, except for such excavation as may be necessary in connection with the erection of a permitted building thereon. No oil drilling, oil development operation, quarrying or mining operations of any kind shall be permitted within the Area.

10. PROHIBITED STRUCTURES. No trailer home, mobile home, tent, camper, basement, garage, outbuilding or any other structures of a temporary or mobile nature, shall be used as a place of residence or habitation, either temporarily or permanently. No house trailer, camper trailer, tent, shack, or other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any lot except as the same may be customarily employed by contractors or owners for and during the construction of improvements thereon or unless shielded from view by adjacent property owners either by fence or placement in a permitted building. The term "trailer home" or "mobile home" as used herein shall mean any building or structure with wheels and/or axles and any vehicle, used at any time, or so constructed so as to permit its being used for the transport thereof upon the public streets or highways and constructed in a manner as to permit occupancy thereof as a dwelling or sleeping place for one or more persons, and shall also mean any such building, structure or vehicle whether or not wheels and/or axles have been removed, after such building, structure or vehicle has been placed either temporarily or permanently upon a foundation. Exceptions are small structures used as children's playhouses and except tents or campers or travel trailers used by vacationing guests for periods of time not to exceed two (2) weeks.

11. FENCES. The use of fences within the Area shall be limited to the following:
- A. Fencing may be employed within the limitation of this Paragraph and Paragraph 20 at the discretion of the lot owner, but only upon Site Committee approval after due consideration of the purpose of the fencing.

- B. The fencing to screen patios, pools, surface areas, shall be of the same material as the main house or post and rail, or buck and rail design. Garden fences may be of post-rail construction or wood siding in harmony with the main dwelling.
- C. Post & Rail or Buck-Rail is required for all fencing except:
1. Fences to screen patios, pools or gardens may be either Post & Rail or wood siding in harmony with the main house.
 2. All recreational vehicles and trailers (except for construction trailers) shall be completely shielded from the road and adjacent lots. If a fence is required you must use a material that is in harmony with the main house.
 3. All dog runs shall be of chain-link, Post & Rail or wood siding that matches the main dwelling.
 - a. Chain-link construction shall be three sided with the fourth side being the house or garage.
 - b. Chain-link dog runs shall be constructed so that no portion extends more than eight (8) feet from the wall of the house or garage in width.
- D. All fencing shall not have vertical runs in excess of thirty eight (38) inches in height or such maximum limit as may be otherwise set out in Paragraph 20 (WILDLIFE CONSIDERATION) for those lots within the wildlife migration corridor; provided, however, that fencing exceeding thirty eight (38) inches in height or otherwise exceeding the maximum height limitations set out in Paragraph 20 (WILDLIFE CONSIDERATION) may be erected upon approval of the Site Committee, said approval given or withheld in their discretion, and only upon documentation demonstrating that Teton County, Wyoming has expressly approved of such fencing height in the Area for the particular purpose involved.

12. SIGNS AND LIGHTS. No sign of any character shall be placed or maintained on any lot within the Area except a sign identifying the owner or occupant of a lot, which sign shall not exceed three (3) square feet, and a sign advertising the

premises for sale or rent or open for inspection, which sign shall not exceed six (6) square feet. Any exterior light must be so arranged so that the source of illumination cannot be seen from neighboring properties and away from the vision of passing motorists.

13. ANIMALS. No animals or domestic fowl of any kind shall be kept or maintained within the Area except for the following:

- A. Household pets, but not more than two (2) dogs per lot;
- B. Horses, but not more than two (2) horses per lot. Owners of contiguous lots may maintain 2 horses per lot provided that the corrals on the lots are fenced together and not separate from one another. Two (2) guest horses per lot will be allowed for a maximum of two (2) weeks, provided the lots are fenced for horses. Any exceptions must be approved by the Board of Directors.
- C. At no time may a lot owner board horses for a fee or maintain a commercial operation from their lots.
- D. Nursing foals are excluded from the two (2) horse maximum.

It shall be the responsibility of the owner of any lot upon which animals are kept and maintained to see that such animals do not become a nuisance to adjacent owners or occupants or to wild game. All such domestic animals or pets must be confined at all times to the lot or residence of their owner unless under specific control of the owner or keeper of their owner or keeper of the animal. Any violation of these provisions, specifically including harassment of wild game, and any other circumstances arising from or in connection with the keeping of animals on a lot which in the sole discretion of the Site Committee constitutes a nuisance is prohibited and the Site Committee is hereby given the authority to impound offending animals, charge the respective owner with the necessary costs of impoundment, care and keeping and if necessary demand the immediate removal of the animal from the Area.

14. ROADS AND PARKING. It is hereby declared, understood and agreed that the roads within the Area are for the use of the lot owners and shall be subject to the control of the Homeowners Association as hereinafter provided. No vehicle, whether

motorized of otherwise, shall be parked on the roads within the Area at any time. No portion of the Snake River levy or dike system within the Area shall be used as a roadway; provided, however, that dikes or levies upon which specific easements have been granted or reserved for use of the owners may be used for access to the Snake River by persons and vehicles as permitted by the owners or their designees, and provided that at no time shall any vehicle be parked upon such dike or levy and at no time shall any vehicle exceed the speed of five (5) miles per hour upon a dike or levy. All gates and fences which may be placed across such dikes and levies by individual lot owners shall be closed immediately by any person or persons passing through them along or across such dikes and levies. Except for standard-sized cars, vans and pick-up trucks, no vehicles or recreational vehicles of any kind, including trucks, buses, motor homes, tractors, pickup campers, camper trailers, house trailers, trailer homes, mobile homes, boats, nor trailers of any kind shall be parked, placed or maintained on any lot within the area for a period of not more than two (2) weeks in any ten (10) week period, unless the same is shielded from view from other lots within the Area. Construction trailers (during construction only) are excepted from this requirement to the extent such construction trailers comply with the requirements pertaining to the same under Paragraph 10 herein. Because snowmobiles may be used as a means of transportation, seasonal use of snowmobiles and their trailers during the winter precludes the need for shielding from view; however, the summer storage of the snowmobiles and their trailers must be done in such a way as to shield them the view of the roadway and other lot owners.

15. NUISANCES PROHIBITED. No noxious or offensive activity shall be conducted on any lot in the Area, nor shall anything be done or cause to be done which may be or become an annoyance or nuisance to any neighboring property.

16. UTILITIES AND SERVICES. All utility and service lines, including but not limited to electric, radio, television, telephone, water and sewer lines, shall be placed beneath the ground. Except for neatly stacked firewood, all above ground fuel storage is prohibited unless the same is shielded from view from other lots within the Area.

17. WASTE AND TRASH DISPOSAL. The burning of trash or refuse or waste on any lot is prohibited except by special permission to be granted by the local Sheriff's Department and then only under such restrictions and requirements as the Sheriff's Department may specify. Garbage containers shall not be allowed to remain in open view at any time except on the day of collection thereof. No trash, rubbish, junk, inoperative vehicles of any kind or other unsightly items of property or waste shall be collected, placed or permitted to remain on any lot within the Area; provided, however, that construction debris shall be removed or burned under controlled burn requirements as soon as it is reasonably possible . The owner or occupant within the Area shall do all things necessary or desirable to keep the same in a neat condition and in good appearance. In the event that any such owner or occupant shall permit any such trash, rubbish, junk, inoperative vehicles of any kind or other unsightly items of property to remain on any lot, then the Board or its designee may enter upon the lot and may remove or cause to be removed the same therefrom or may otherwise cause compliance with this Paragraph and such owner or occupant shall be liable to the Board for the full cost of such entry and removal or other compliance measures. Entry by the Board or its designee(s) shall be conclusive as to whether the entry was necessary; provided, however, that notice of any such violation shall be given to the owner or occupant in writing not less than fourteen (14) days prior to any such entry. All collection and legal fees shall be the responsibility of the lot owner.

18. UTILITY EASEMENT. An easement is hereby granted and reserved for the benefit of the Area, to be located where necessary and reasonable, across land within the Area, as designated on the above mentioned plat, but no greater than fifteen (15) feet in width, to provide for the installation and maintenance of power, telephone, TV cable and any other utilities.

19. COMBINATION AND SUBDIVISION. No lot or lots shall be combined or subdivided in any manner except that two (2) contiguous lots, if owned by the same record owner, may be combined as one (1) lot, or the center lot of three contiguous lots may be subdivided in order to enlarge the two (2) remaining lots. Each combined lot shall be treated as one (1) lot for the purposes of applying the Covenants and Restrictions herein contained except for the provisions hereinafter referred to relating to

assessments wherein each combined lot shall be considered to consist of a number of lots or portions thereof contained therein and the record owners of any such combined lot shall, in writing to be recorded in the Office of the County Clerk of Teton County, elect to have the Covenants and Restrictions so applied.

20. WILDLIFE CONSIDERATION. Due to the fact that a wide variety of wildlife use this area during all seasons of the year and it is an extremely important migration route, the following restrictions on the "Area" apply.

A. The developers and the Wyoming Game and Fish Department have prescribed a wildlife migration corridor through the Area in the following location:

The northern most boundary of the movement starts at the Northwest corner of lot twenty six (26) and then runs easterly along this line across the subdivision to the Northeast corner of lot thirty two (32). The Southern boundary starts at the Southwest corner of lot forty nine (49) and runs easterly to the Southeast corner of lot forty one (41).

Fencing for those lots located within the eastern portion of this movement area are restricted to those fences which are absolutely necessary for house, garage, outbuildings and garden plot, said fenced area not to exceed one-half acre in total area. The height of such fences will not be greater than thirty eight (38) inches and will be of pole and post construction.

In the western portion of the movement corridor, which is located in the riparian habitat adjacent to the Snake River, fencing design is restricted to the worm construction log fences and fences will not exceed thirty two (32) inches in height. The fencing is restricted to yard and livestock containment and will be kept at a bare minimum.

B. In the remaining lots within the Area, fences and other man made obstructions must be done in a manner that wildlife movements are not restricted.

1. Fencing of open space areas will allow containment of livestock only.
2. Fence heights will not be over thirty eight (38) inches and will have at least ten (10) inches between the top and the second rail.

3. Buck and wire fences are not allowed.

C. Man caused alteration of existing wildlife habitats will be kept at a minimum.

1. All existing vegetation will be retained in as near its present form as possible.

2. Cliffs and nesting or perching areas for birds and raptors are to remain free of human disturbance during critical time periods such as nesting and the rearing of young.

D. The land purchaser is purchasing this property with the knowledge that various wildlife species are located in this area and he or she shall accept this risk factor.

1. Potential conflicts with human use arise and wildlife being unaccountable for the damage, no monetary damages or reimbursement of any kind nor will control be undertaken.

2. Any large or free ranging dogs that disturb wildlife may be destroyed without recourse from the owner of the dogs.

E. No hunting of any kind is allowed in the Area without specific approval from the Board. The Board reserves the absolute right to restrict or stop all hunting on any part or all of the property contained in the platted Solitude subdivision.

21. ROADWAY AND EASEMENT. It is hereby specified, understood and agreed that the roadway designated on the Subdivision Plat herein before referred to shall be deemed land for the common and mutual use of all lot owners within the subdivision. An easement is hereby granted under and through such roadway for the purpose of installing and maintaining electrical, television, telephone and other utility and service lines.

22. BUILDING PERMIT. No building permit or other approval for any such improvements shall be granted by the Site Committee unless and until the site plans, design plans, building plans and specifications therefore have been submitted for approval to and approved by the Site Committee.

In the event the Site Committee neither approves nor disapproves such plans within thirty (30) days from the submission thereof, written approval in the form of a Building Permit shall be deemed to have been granted.

The construction, reconstruction, alteration or remodeling of any such improvement as designated above shall comply with the following standard codes and official amendments thereto:

Uniform Building Code, current edition

National Plumbing Code, current edition

National Electrical Code, current edition

National Fire Protective Association International, current edition

and such State of Wyoming building and safety codes as may be applicable to the Area.

A one time processing fee of \$100 which is to cover any cost of the Site Committee members for postage, phone calls, blueprint copies, etc. is required for any new construction and must be paid in full before the Site Committee will grant approval. There will be no fee charged for approval of small renovation jobs.

23. THERE IS NO PARAGRAPH 23

24. SITE COMMITTEE-COMPOSITION. The Site Committee shall consist of three (3) members or their representatives, to-wit William E. Meckem, ("Meckem"), Peter B. Mead, ("Mead") and a member to be appointed by Meckem and Mead.

Within ninety (90) days after the sale of seventy five percent (75%) of the lots to which these Covenants shall apply, including those described in the Plat hereinabove referred to and those that may be included in any additional Plats hereinafter filed by the Developer which shall adopt these Covenants as hereinafter provided, either Meckem or Mead shall resign his position and there shall be held a general election of lot owners of record within the Area for the purpose of electing, by affirmative vote from the majority of those voting, a Site Committee member, who must be a lot owner in the Area, to replace the resigning member. The remaining original Site Committee members shall remain on the Site Committee until such time as they, at their option, shall appoint a lot owner or owners to replace them.

25. SITE COMMITTEE-TERM. The terms of each member of the Site Committee, except for the original members as hereinabove provided shall be three (3) years. The Site Committee members' term shall begin when they are voted in at the annual meeting and shall terminate at the annual meeting three (3) years after. There shall be held a general election of lot owners of record within the Area for the purpose of electing or re-electing by an affirmative vote from the majority of those voting, a member or members to replace those members whose terms are expiring. The Board shall select and appoint a new member to fill the remaining term of any seat vacated by a Committee member for death, resignation, incapacitation or inability to serve.

26. SITE COMMITTEE-AUTHORITY. The Site Committee shall have the following authority:

- A. To grant approvals and authorization as may herein be required;
- B. To enforce the terms and conditions hereof which pertain to the approval of building plans and specifications by appropriate action, including legal action;
- C. To establish procedure for the review and approval of plans and specifications as hereinabove required and for the issuance of building permits therefore;
- D. To establish and charge reasonable plan review fees and building permit fees;
- E. To grant variances, with joint approval of the Board, where strict compliance with the requirements herein contained would result in unnecessary hardships to the variance applicant because of topography, lot shape, physical formation, ground conditions, existing nearby structures and other such non-self-inflicted condition, and when any such variance would not be injurious to the rest of the Area. Any variance granted shall be no more than a minimum easing of the requirements contained herein.

The Site Committee may act only upon the affirmative vote of two (2) members thereof and any such act shall constitute an act of the entire Committee.

27. HOMEOWNERS ASSOCIATION. A non-profit Homeowners Association shall be created by the undersigned, the owners hereof, and every person or entity who is a record owner of fee interest in any lot which is subject by Covenants of record to assessment by the Association shall be a member of the Association provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. The rights, duties, assessments and other obligations of the Homeowners Association shall be governed by these Restrictive Covenants and by the Certification of Incorporation and Bylaws of such Association. The Association shall have all of the powers set forth in the Articles of Incorporation together with its general powers as a non-profit corporation, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Articles, Bylaws and these Restrictions, and to do any and all lawful things which may be authorized, required or permitted to be done by the Association. The Association shall be responsible for the enforcement of the Declaration of Covenants, Conditions and Restrictions applicable to the Solitude Subdivision, except for the provisions thereof which pertain to the approval of building plans and specifications by the Site Committee.

28. LIEN FOR ASSESSMENTS. The declarants for each lot owned by them within the Area hereby covenant and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay the Association the following;

A. Annual assessments or charges

B. Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as provided in the Bylaws of the Association.

The annual and special assessments, together with such interest thereon and cost of collection thereof, including reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinabove provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

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

30. DISSOLUTION. In the event that the Association as a corporate entity is dissolved, a non-profit, unincorporated association shall forthwith and without further action or notice be formed and succeed to all rights and obligations of the Association hereunder. Said unincorporated association shall be known as Solitude Landowners Association, and its affairs shall be governed by the laws of the State of Wyoming and, to the extent not inconsistent therewith, by the Articles and Bylaws, respectfully, as if they were created for the purpose of governing the affairs of an unincorporated association.

31. ADDITIONAL FILINGS. The right is hereby reserved by the developers and declarants to include from time to time additional land within the Solitude subdivision and subject to the actions of the Solitude Landowners Associations, as additional filings by filing with the office of the County Clerk and Ex-Officio Register of Deeds for Teton County, Wyoming, a plat describing such additional land and either a supplemental Declaration of Restrictive Covenants or a Declaration referring to the above recited Restrictive Covenants subjecting such additional land to the Covenants and Conditions hereof.


32. AMENDMENTS. The Covenants and Conditions hereof may be amended, modified or repealed at any time by the consent of the then record owners of seventy five percent (75%) or more of the lots as described in the plat or plats hereinabove referred to, specifically including any lots subject to these covenants or identical covenants as provided in paragraph 31 above.

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

* * * *

I, Bradley L. Herman, President of the Solitude Homeowners Association, do hereby certify that the foregoing Solitude Covenants, Conditions and Restrictions is a true and correct copy of the Covenants, Conditions and Restrictions for Solitude - Units 1, 2, 3, 4, 5, 6, and 7 and for West Solitude Parcels 1, 2, 3, and 4, Restated with amendments through December 23, 1999.

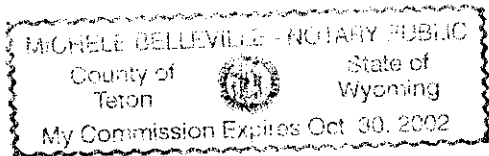
DATED this 23 day of December, 1999.



Bradley L. Herman

State of Wyoming
County of Teton

Bradley L. Herman, personally appeared before me this 23rd Day of December, 1999 and acknowledged to me that he executed the foregoing document.



Michele Belleville
Notary Public

My commission expires 10/30/02