



**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR TRAP CLUB ESTATES**

This Declaration of Covenants, Conditions and Restrictions regulating and controlling the use and development of certain real property as hereinafter described is made to be effective this 16<sup>th</sup> day of June, 1992, by Trap Club Estates Partnership, P.O. Box 1213, Jackson, Wyoming 83001, hereinafter referred to as "Declarant", the owner of Lots 1 through 9 of Trap Club Estates in accordance with the plat filed for record on the 16<sup>th</sup> day of June, 1992, in Teton County, Wyoming, as Plat No. 755, and which shall hereinafter be referred to as the "Property". The Property is of high scenic and natural value, and Declarant is adopting the following Covenants, Conditions and Restrictions 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.

NOW, THEREFORE, Declarant hereby declares that all of the Property described shall be owned, held, sold, conveyed, encumbered, leased, used, occupied and developed 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 real Property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any part thereof.

**ARTICLE I - DEFINITIONS**

**Section 1.** "Association" shall mean and refer to Trap Club Estates Owners Association, a Wyoming Non-Profit Corporation, and its successors and assigns.

**Section 2.** "Board" shall mean the Board of Directors of the Association, the non-profit corporation established to administer and enforce the terms and conditions of this Declaration as set forth herein.

**Section 3.** "Common Services" shall mean the roadway maintenance and snow removal services for the shared access road, and utility line maintenance and repair services for utility lines serving the Property. It shall include maintenance of the fire well serving the property.

**Section 4.** "Declarant" shall mean and refer to Trap Club Estates Partnership, the owners of the Property.

RELEASED		
INDEXED	✓	✓
ABSTRACTED		✓

Grantor: TRAP CLUB ESTATES  
Grantee: THE PUBLIC  
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By CLAIRE K ABRAMS Deputy

**Section 5.** "Development" shall mean any alteration of the natural land surface, and all buildings, structures or other site improvements placed on the land to accommodate the use of a lot.

**Section 6.** "Lot" shall mean and refer to any of the single family residential plots of land shown upon that certain recorded subdivision plat of the Property filed by the Declarant in the Office of the Teton County Clerk.

**Section 7.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, including contract buyers and owners of a beneficial interest, but excluding those having such interest merely as security for the performance of an obligation.

**Section 8.** "Principal Residence" shall mean the single family residential structure, constructed on any lot of the Property, which is the principal use of such lot, and to which other authorized structures on such lot are accessory.

**Section 9.** "Property" shall mean and refer to that certain real property known as Trap Club Estates Subdivision, in accordance with the Plat filed for record on the 22ND day of JUNE \_\_\_\_\_, 1992, in Teton County, Wyoming, as Plat No. 755, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 10.** "Shared Access Road" shall mean the roadway which provides access from the Spring Gulch County Road to the Property, also known as Trap Club Road.

**Section 11.** "Structure" shall mean anything built or placed on the ground, excluding fences.

**Section 12.** "Trap Club Estates" shall mean and refer to the subdivision or development known as Trap Club Estates.

#### **ARTICLE II - DESIGN STANDARDS**

**Section 1. General Standards.** The following standards and restrictions are applicable to the construction, remodeling, alteration and exterior refinishing of any and all improvements and site preparation upon each lot. It must be noted by all lot owners that this subdivision is located in close proximity to the Jackson Hole Airport runway. The subdivision is also immediately adjacent to the Jackson Hole Trap Club, which may generate substantial additional noise impacts. It is recommended that noise reduction measures be incorporated in the design and construction of all structures intended for human occupancy.

**Section 2. Design Character.**

- (a) All improvements shall be of new construction. Prebuilt, component, or modular construction shall not be permitted. Certain types of component construction, such as "log kit" homes, may be permitted at the discretion of the Board.
- (b) Exterior materials shall be new material or approved used materials. Under no circumstance shall an exterior wall of any building be of plastic, metal, exposed cinder, T 1-11 plywood, or other lightweight aggregate block, reflective metal, nor shall any roof be of plastic, reflective metal or any other kind of metal other than that expressly stated below--except for solar heating units approved by the Board.
- (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. Color samples, on pieces of all exterior materials and roofing materials to be used, shall be submitted to the Board for approval.

**Section 3. Building Design.**

- (a) Not more than one single family residence shall be constructed on any residential site. A detached guest house, garage facilities and associated outbuildings, not to exceed a total of three structures, may be permitted if of similar design character to the principal residence.
- (b) The minimum floor area of any single family residence shall be not less than 1,500 square feet, exclusive of a garage, carport or unenclosed porches or decks. Houses and guest houses shall comply with the requirements of the Teton County Comprehensive Plan as it shall exist from time to time.
- (c) The maximum building height of the principal structure, defined as the principal residence and the guest house, shall not exceed 25 feet. All heights shall be measured at any cross section of the structure from undisturbed original grade to the highest point of the structure immediately above. The maximum building

height of any other structure, including barns, detached garages, and tack and storage buildings, shall be 18 feet. Minor projections such as chimneys or other structures not enclosing habitable space shall be excluded in determining the maximum height.

- (d) Roofs shall have a minimum pitch of three feet in twelve feet. All primary roofs shall have a minimum overhang of two feet. Solar collectors shall not be considered to be roofs. Roofs shall be shake or asphalt shingles, slate, or non-reflective metal in brown or slate color, or other materials specifically approved by the Board.
- (e) Exposed foundations of concrete or masonry construction shall not have an exposed surface which exceeds a height of 8" above finished grade, unless approved by the Board.
- (f) Solar collectors may be of any construction, materials or pitch required for efficient operation, but they shall not be placed on any structure in a manner which causes objectionable glare to any neighboring residence. Solar collectors shall be integrated into the structure of a residence, garage, carport or accessory building and shall not be free-standing. Solar collectors shall be permitted only upon specific approval of the Board.

**Section 4. Site Design.**

- (a) No building shall be erected or permitted to remain on any Lot less than one hundred feet from the front lot line, sixty feet from the rear lot line, or 50 feet from a side lot line. The location of all buildings within any and all lots shall be subject to the specific approval of the Board and the said Board reserves the absolute right to control the site location of all such buildings.
- (b) Finish grading on all buildings shall assure drainage of surface water from the buildings and avoid concentrating runoff onto adjacent properties.
- (c) It is the intent of this Declaration of Covenants, Conditions and Restrictions, in the construction of all improvements within the Property, that care be exercised to keep all disturbance of the natural landscape to an absolute minimum, and within twelve (12) months after the construction or removal of any such improvement, the landscape on the unimproved part

- of the Property disturbed or destroyed during construction shall be restored by the planting of grasses, trees and shrubbery of appropriate character and type native to the area. A list of approved, suitable plants shall be made available by the Board.
- (d) Fencing shall comply with the following requirements:
- (1) All boundary or livestock fences shall be constructed so as to allow the free passage of wildlife. Details of approved types and heights of fencing can be obtained from the Wyoming Game and Fish Department or the Teton County Planning Office.
  - (2) Privacy fences shall be permitted immediately adjacent and contiguous to structures, provided that the construction and location shall have been approved by the Board;
  - (3) Fences around tennis courts or swimming pools are permitted provided that the size and construction type shall have been approved by the Board; and,
  - (4) A dog run shall be permitted provided that the size, construction and location shall have been approved by the Board.
- (e) Exterior lighting fixtures shall not cause glare to any adjacent lot. No bare bulbs or spotlights shall be visible from any adjacent property.
- (f) Utilities shall be installed underground.

### **ARTICLE III - ARCHITECTURAL STANDARDS**

**Section 1. Site Committee; Organization.** There shall be a Site Committee organized as follows:

- (a) The Site Committee shall consist of the Site Committee of Directors of the Association for their respective terms of office. The terms site committee and Site Committee shall be interchangeable throughout this declaration.

**Section 2. Initial Site Committee.** The members of the initial Site Committee shall be Jim Parriott, John Richards and Diana Vaughan.

**Section 3. Site Committee; Duties.** It shall be the duty of the Site Committee to consider and act upon such proposals for plans submitted to it from time to time, to adopt Site Committee rules pursuant to Section 5 of this Article, and to perform such other duties from time to time delegated to it by the Trap Club estates Covenants.

**Section 4. Site Committee; Meetings, Action; Expenses.**

The Site 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 an act by the Site Committee unless the unanimous decision of its members is otherwise required by the Trap Club Estates Covenants. The Site Committee shall keep and maintain a record of all action from time to time taken by the Site Committee at such meetings or otherwise. Unless authorized by the Association, the members of the Site Committee shall not receive any compensation for services rendered. All members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any Site Committee function.

**Section 5. Site Committee Rules.** The Site Committee may, from time to time, and in its sole discretion, adopt, amend and repeal by unanimous vote, rules and regulations, to be known as "Site Committee Rules". A copy of the Site Committee rules, as they may from time to time be adopted, amended or repealed, certified by any member of the Site Committee, shall be available for each lot owner requesting the same from any member of the Site Committee, and shall have the same force and effect as if they were a part of the Trap Club Estates Covenants. The Site Committee may record the same if deemed necessary.

**Section 6. Non-Waiver.** The approval by the Site Committee of any plans, drawings or specifications for any work done or proposed, or in connection with any other matter requiring the approval of the Site Committee under the Trap Club Estates Covenants, 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 for approval.

**Section 7. Liability.** Neither the Site Committee nor any member thereof shall be liable to the Association or to any owner or project committee for any damage, loss or prejudice 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 approved plans, drawings and specifications; (c) the development, or manner of development, of any property within the Trap Club Estates; provided, however, that such member has, with the actual knowledge possessed by him, acted in good faith. Without in any way limiting the generality of the foregoing, the Site 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 Site Committee.

#### ARTICLE IV

##### ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

**Section 1. Association Membership.** Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

**Section 2. Voting Rights.** The Association shall have one class of voting membership. The members shall be all owners, including the Declarant for lots owned by them, 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.

#### ARTICLE V

##### STATUS OF OWNERS; Site Committee OF DIRECTORS

**Section 1. Legal Status.** The Owners do not constitute an association or entity of any kind, and the sole legal entity created hereunder is the Association. The name of the Association shall be the name in which contracts shall be entered into, title to property shall be acquired, held, dealt in and disposed of, bank accounts shall be opened. Suit shall be brought and defended by the Association, through the Site Committee of Directors or officers thereof on behalf of and as agents for the Owners in the manner specified in this Declaration, the Articles of Incorporation, the Bylaws or by applicable law.

**Section 2. Management of Association and Property.** The management and maintenance of the Property and the business, property and affairs of the Association shall be managed by a Site Committee of Directors as provided in this Declaration and its articles and bylaws. All agreements and determinations with respect to the Property lawfully made or entered into by the Site Committee of Directors shall be binding upon all of the Owners and their successors and assigns.

**Section 3. Site Committee of Directors of the Association.** The Site Committee of Directors (the "Site Committee") of the Association shall consist of three (3) members, or such additional number as may be approved by the members in accordance with the Articles and Bylaws. The term of a member shall be three (3) years, except that the terms of the members of the initial Site Committee shall be one, two and three years. Thereafter, all members shall serve for a term of three (3) years. The Site Committee shall be elected by a majority vote of the members.

**Section 4. Authority and Duties.** The duties and obligations of the Site Committee and rules governing the conduct of the Association shall be as set forth in the Articles of Incorporation and the Bylaws of the Association as they may be amended from time to time.

**Section 5. Limited Liability of Site Committee of Directors, etc.** Members of the Site Committee and their officers, assistant officers, agents and employees acting in good faith on behalf of the Association:

- (1) shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith;
- (2) shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such;
- (3) shall have no personal liability in tort to any Owner or any person or entity, except for their own willful misconduct or bad faith;
- (4) shall have no personal liability arising out of the use, misuse or condition of the Property which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

#### **ARTICLE VI**

##### **COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** Each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to have consented to be subject to these covenants and agrees to pay to the Association:

- (1) Annual assessments or charges; and,
- (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.
- (3) Special assessments in the form of fines levied for nuisance animals as defined under Article VII, Section 2, paragraph (d).

The annual and special assessments, together with interest, costs and reasonable attorney's 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 interest, costs and reasonable attorney's fees,

shall also be the personal obligation of the entity or person who was the owner of such property at the time when the assessment fell due.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property, for the improvement and maintenance of the shared Access Road, Association employees' wages, mailing costs and other related expenses incurred on behalf of the Association. In the event of formation of a road improvement district for the shared access road, Lot owners shall participate on a pro-rata basis with all other district members.

By purchase of a Lot within the Trap Club Estates, a Lot owner shall be deemed to have consented to join in a road improvement district for the shared access road, whenever such district shall be formed.

**Section 3. Driveways.** The platted "shared access easements", as shown on the recorded plat of the subdivision, shall be utilized by the owners of both lots to which such easements are appurtenant as the only access to Trap Club Road. Only one road shall be constructed in each such easement, and the costs of building, maintaining, and snow removal from such road shall be shared by both the lot owners equally as detailed below; (i) the first owner of a lot containing such a "shared access easement" desiring to build an access driveway shall keep a record of the cost of construction of his driveway from Trap Club Road to the point at which his driveway departs from the platted "shared access easement". In no case shall any driveway depart from this platted easement less than fifty (50) feet from the southern boundary line of Trap Club road; (ii) the cost to be shared shall be only that to build a driveway to the minimum standards detailed herein, which standards are to be defined as:

- 1) The driveway shall have a minimum driveable width of 14 feet.
- 2) The surface shall be a 4" depth of crushed gravel of a good grade and quality, and shall be graded to drain to ditches, one foot deep and three feet wide, on either side of said driveway.
- 3) The road base shall be good, pitrun gravel which does not allow visible settlement or potholes in the drive.
- 4) The center of the constructed driveway shall coincide with the lot line, the center of the "shared access easement", to the point (at least 50 feet south of the north lot line) at which it turns to depart the platted easement.

(iii) the cost of constructing that portion of the driveway as detailed above shall be recorded with the Site Committee, and shall be paid entirely by the first lot owner desiring access to his lot. At such time, as the owner of the lot sharing the "shared access easement" desires to build upon his lot, he shall reimburse the first owner exactly one-half (1/2) of the cost of construction of the driveway, from Trap Club Road to the point at which the driveway turns to access an individual lot, to the standards and within the easement as detailed herein, in accordance with the recorded costs submitted by the first owner to the Site Committee; (iv) snow removal from the driveway common to two lots shall be shared equally by both lot owners after both lot owners have built upon their lots. Until both lot owners have constructed residences on their respective lots, the costs of snow removal shall be borne entirely by the lot owner who has built upon his lot; (v) if a lot owner fails to pay his share of snow removal costs, or driveway construction costs, as detailed above, the owner of the lot sharing the "shared access easement" with such owner shall notify the Site Committee, in writing, of such failure or refusal to pay. The Site Committee shall notify the owner who has failed or refused to pay his share of said costs that a complaint has been made against him. If said complaint is not satisfied within thirty (30) days of such notification, the amount of unpaid monies shall be treated exactly as an unpaid assessment as discussed herein.

**Section 4. Budget.** The Site Committee shall prepare an annual budget estimate for Common Services and administration of the Association and fix the amount of the Annual Assessment based upon its estimate. Such annual budget shall be prepared and approved by the Site Committee at least thirty (30) days in advance of each Annual Assessment period.

**Section 5. 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 any facility or structure serving the entire subdivision, provided that any such assessment shall have the assent of one-half (1/2) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 6. Notice and Quorum for Any Action Authorized Under Sections 4 and 5.** Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members not less than thirty (30) days nor 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 the 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.** Both annual and special assessments, excepting special assessments levied as fines under Article VII, 2, (d), must be fixed at a uniform rate for all lots and may be collected on a monthly basis. Lots owned by the Declarant shall not be assessed or required to pay assessments until sold by either a deed or contract.

**Section 7. Date of Commencement of Annual Assessments; Due Dates.** The annual assessments provided for herein shall commence as to all lots subject to assessment on the first day of the month following the conveyance of the first lot. The first annual assessment for lots purchased thereafter shall be adjusted according to the number of months remaining in the calendar year. The Site Committee or Directors of the Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Site Committee or Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

**Section 8. Effect of Non-Payment of Assessments; Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Road or abandonment of his lot.

**Section 9. Subordination of the Lien to Mortgage.** The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage or purchase contract. Sale or transfer of any lot shall not affect the assessment lien.

ARTICLE VII - USES AND RESTRICTIONS

Section 1. General Restrictions. The following general restrictions shall apply to all land:

- (a) No building, structure, fence, refinishing or improvement of any kind shall be erected, placed or permitted to remain on any structure, lot or tract, and no excavation or other work which in any way alters any lot from its natural or improved state existing on the date such lot was first conveyed in fee by Declarants to an owner shall be erected, placed, done or permitted to remain on any structure, lot or tract until the plans, specifications and exterior material samples and color selections therefor and landscape plan have been approved in writing and a building permit has been issued by the Site Committee and Teton County. Plans for buildings or the refinishing or improvement of the same shall include scaled floor plans, exterior elevations indicating height, a list of exterior materials, a site plan and landscape plan. Plans and elevations shall clearly show all external features and materials for all structures. They shall show the entire site and the location of all rights-of-way, easement, buildings, decks, driveways, parking areas, fences and utilities. The landscape plan shall show trees and shrubs, plantings, lawn areas, areas to be irrigated, berming, and other features. Specifications shall describe all exterior finishes.
- (b) The sum of ONE HUNDRED DOLLARS (\$100.00) for each residential lot shall be submitted, along with the proposed building, site or alteration plans to the design committee to cover the expenses of reviewing said plans. Said amount may be increased from time to time by the Site Committee rules.
- (c) Two copies of any proposed plans and related data shall be furnished to the Site Committee, one of which may be retained by the Site Committee for its records. Any approval given by the Site Committee shall not constitute a warranty, express or implied, of compliance with any applicable building or safety codes or for any other purposes other than the authority for the person submitting the plan to commence construction. The lot owner shall be solely and entirely responsible for obtaining any other applicable permits.

Section 2. Residential Area; Uses; Restrictions.

- (a) Each residential lot shall be used exclusively for residential purposes, and no more than one family (including its servants and transient guests) shall occupy such residence; provided, however, that nothing in this subparagraph (a) shall be deemed to prevent:
- (1) construction of guest houses in accordance with these Covenants and the regulations of Teton County.
  - (2) Any artist, artisan or craftsman from pursuing his artistic calling upon the lot or dwelling unit owned by such artisan if such artist, artisan or craftsman also used such lot or dwelling unit for residential purposes, is self-employed and has no employees working on such lot or in such dwelling unit, and does not advertise any product or work of art for sale to the public upon such lot or dwelling unit.
  - (3) The leasing of any lot from time to time by the owner thereof, subject, however, to all of the restrictions as may be adopted from time to time by the Association.
  - (4) The keeping and feeding of up to two (2) horses.
- (b) Each residential lot, and any and all improvements from time to time located thereon, shall be maintained by the owner thereof in good condition and repair, and in such manner as not to create a fire hazard, all at such owner's sole cost and expense.
- (c) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed thereon which may 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 must be given to the premise that owners, by virtue of their interest and participation in the Trap Club Estates are entitled to the reasonable enjoyment of the natural benefits and surrounding of the Trap Club Estates. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the lots and improvements located thereon, shall be placed or used upon any lot.

(d) Not more than two generally recognized house or yard pets, not including the two horses mentioned above, shall be maintained on any lot, provided, however, that such animals shall at all times be restrained or leashed and provided further that subject to the provisions of subparagraphs (a) and (c) above, and subject to such limitations as may from time to time be set forth in the Bylaws of the Association, which may reduce the allowable number, restrict the type of pet, or require that such pets be confined indoors. Not more than two (2) horses shall be permitted to be kept or maintained on any lot. If any animals are caught or identified chasing or otherwise harassing livestock, wildlife or people, the Site Committee shall have the authority to have such animal or animals impounded at any available location, and shall assess a penalty against the owner of such animal or animals of not more than ONE HUNDRED DOLLARS (\$100.00) nor less than FIFTY DOLLARS (\$50.00) plus all costs of impoundment. If any such animal or animals are caught or identified chasing or harassing wildlife, livestock or people a second occasion, the Site Committee shall have the authority to have such animal or animals impounded or destroyed, the determination of disposition being the sole discretion of the Site Committee. In the event that such animal or animals are not destroyed, the Site Committee shall assess a penalty of not more than TWO HUNDRED DOLLARS (\$200.00) nor less than ONE HUNDRED DOLLARS (\$100.00) per animal, plus costs of impoundment. In the case of any such animals being caught or identified chasing or harassing wildlife, livestock, or people a third time, the animals shall be permanently removed from the property or destroyed. The Site Committee shall assess a penalty of not more than FIVE HUNDRED DOLLARS (\$500.00) nor less than TWO HUNDRED FIFTY DOLLARS (\$250.00) plus any costs of impounding or destroying the animal or animals. No owner of any animal or animals impounded or destroyed for chasing or harassing livestock, wildlife or people shall have the right of action against the Site Committee or any member thereof, for the impoundment or destruction of any such animal or animals.

- (e) Notwithstanding any previous statements or declarations, horses shall not be allowed to cause or create significant deterioration of the natural character of any lot. Odors, the loss of grasses or plants, and dust shall be considered noxious or offensive activity as provided in (c) above. The Site Committee may, in its sole discretion, determine that the keeping of horses on a lot is a violation of (c) above and shall notify the owner of the lot that he must remove the horses until the offensive character of the disturbance has been corrected in the opinion of the Site Committee. The Site Committee may further restrict the number of horses or the amount of time the horses are allowed to be kept on any lot in order to maintain the natural character of the lot.
- (f) No signs whatsoever, including but without limitation, commercial, political and similar signs, visible from neighboring property, shall be erected or maintained upon any lot, except:
- (1) Such signs as may be required by legal proceedings.
  - (2) Standardized residential identification signs of a combined total face area of three (3) square feet or less for each residence.
  - (3) During the time of construction of any residence or other improvement, job identification signs having a maximum face area of six (6) square feet per sign and of the type usually employed by contractors, subcontractors and tradesmen.
  - (4) One real estate "for sale" or "for rent" sign, having a maximum face area of six (6) square feet.
- (g) No house trailer, mobile home, tent, tepee or similar facility or structure shall be kept, placed or maintained upon any lot at any time; provided, however, that the provisions of this subparagraph shall not apply to temporary construction shelters maintained during, and used exclusively in connection with, the construction of any work or improvement permitted by these Covenants. No person shall reside in or live in such temporary construction shelters or facilities unless application is made therefor and approved by the Site Committee. This provision is not intended to prevent any lot owner from keeping on his lot camp

trailers or recreational vehicles which are, however, subject to paragraph (h) below.

- (h) No vehicle of any kind shall be kept, or allowed to remain, on any lot for the purpose of repairing or maintaining the vehicle. Any vehicles parked on a lot must be in a reasonable state of repair, and in good running condition. The Board may, in its sole discretion, rule that any vehicle on a lot which is not in demonstrable regular use and good condition constitutes a significant visual nuisance to neighboring properties. The Board shall notify the lot owner in this case, in writing, and the lot owner shall have thirty (30) days to either remove the offending vehicle or to propose a screening or remediation method to effectively eliminate the visually offensive character of the vehicle. It shall be at the sole discretion of the Board whether such screening or remediation method is acceptable, or whether the vehicle must be removed from the site.
- (i) All garbage and trash shall be placed and kept in covered containers which shall be maintained so as not to be visible from neighboring property. 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. Garbage and trash containers shall be such as not to attract, or allow access to the contents by, bears and other wild or domestic animals. The cost of garbage and trash collection shall be paid by each owner, in accordance with the billing of the collector.
- (j) Outside clothes lines or other outside clothes drying or airing facilities shall be maintained exclusively within a fenced service yard and shall not be visible from neighboring lots.
- (k) There shall be no exterior fires whatsoever except barbecue fires contained within receptacles therefor and such fires as may from time to time be permitted by the Site Committee.
- (l) No mining or other mineral extraction or development activities shall be permitted on any lot, including the removal of gravel; provided that excavation for landscape purposes may be permitted with the prior written approval of the Site Committee.

- (m) Lot owners shall take all actions necessary to control noxious weeds as defined by the Teton County Weed and Pest Control Site Committee and/or the Site Committee. Because the timing for effective control of noxious weeds is very critical, if a lot owner fails to respond immediately to a written request for weed control from the Site Committee, the Board shall have the right to contract for such control services and the company so contracted shall have the right to enter upon any such lot to treat noxious weeds without any liability for trespass. In the event that the Site Committee provides for noxious weed treatment as described herein, the owner of a lot treated for noxious weed control shall pay all costs incurred by the Site Committee.
- (n) The discharge of firearms, firecrackers or fireworks is forbidden without the prior expressed written consent of the Site Committee.
- (o) No snowmobile, motorcycle, or any 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 Site Committee. The approval of the Site Committee for access use may be terminated if such vehicles are not strictly limited to access use.
- (p) It is recognized by the Declarants and the purchasers or owner of any lot within the Property, that many wildlife species live on or migrate through the Property during various times of year. The following limitations on use and development are intended, in addition to all 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:
- (1) 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 construction authorized structures or roads thereon, or for the purposes of implementing a landscaping plan which has been approved by the Site Committee. Approved

plants and trees for landscaping which are native to the area, and which do not attract wildlife unduly, shall be used for all landscaping plans. A list of such plants is available from the Site Committee.

- (2) 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 within an enclosed improvement area.
- (3) No hunting or shooting of guns shall be allowed on any lot.
- (4) The feeding of wildlife, except birds, is prohibited on the Property. The feeding of horses must be done so as to prevent access to the feed by wildlife.

#### ARTICLE VIII - GENERAL PROVISIONS

##### Section 1. Lot Splitting; Consolidation.

- (a) Two or more contiguous lots within the Trap Club Estates may be combined, provided notice of intention to consolidate such lots is filed with the Site Committee. Such consolidated lots may thereafter be treated as one building site, and such site may be subjected to these restrictions the same as a single lot except for the purpose of levying and collecting assessments.
- (b) No residential lot within the Trap Club Estates shall be split or divided or subdivided, unless such lot as split is then consolidated with a contiguous lot, and unless the resulting area to be built upon shall be larger than one lot.

Section 2. Assignment of Powers. Any and all of the rights and powers vested in Declarants pursuant to the Trap Club Estates Covenants may be delegated, transferred, assigned, conveyed or released by Declarants to the Association, and the Association shall accept the same, effective upon the recording by the Declarants of a notice of such delegation, transfer, assignment, conveyance or release.

#### ARTICLE IX

##### ENFORCEMENT, DURATION 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.

**Section 2. Duration of Restrictions.** All of the covenants, conditions and restrictions set forth in these covenants shall continue and remain in full force and effect at all times against said Property and the owners thereof, subject to the right of amendment or modification provided for in this Article, for a term of twenty (20) years, after which time they shall be automatically extended for successive periods of twenty (20) years.

**Section 3. Amendment.** This declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the lot owners, which instrument must be recorded in the Office of the County Clerk of Teton County, Wyoming. The Declarants shall have the right, during such time as it owns not less than fifty percent (50%) of the lots, in number, to change or modify these covenants, and all lots within the Trap Club Estates including those previously sold shall be subject to such changes. Such amendments shall be duly executed by the Declarants and placed of record in the Office of the County Clerk of Teton County, Wyoming. The provisions of Article II, Section 4(d)(1), Article VII, Section 2(d), Article VII, Section 2(p) and Article IX, Sections 3 and 7 shall not be amended without consent of the County Commissioners of Teton County, Wyoming.

**Section 4. Violation Constitutes Nuisance.** Every act or omission, whereby any restriction, condition or covenant in this Declaration set forth, if violated in whole or in part, is declared to be and shall constitute a nuisance and may be abated by Declarants or their successors in interest and/or by any lot owner; and such remedies shall be deemed cumulative and not exclusive.

**Section 5. Construction and Validity of Restrictions.** All of said covenants, conditions and restrictions contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants of reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant or reservation, or any part thereof, shall be thereby affected or impaired; and the Declarants, grantor and grantee, their heirs, successors and assigns, shall be bound by each Article, Section,

subsection, paragraph, sentence, clause and phrase of this Declaration irrespective of the fact that any Article, section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason becomes unenforceable.

**Section 6.**      **No Waiver.**      The failure of the Site Committee or its agents to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Site Committee or its agent of the payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Site Committee of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Site Committee.

**Section 7.**      **Variances.**      The design committee may allow reasonable variances and adjustments of the foregoing covenants, conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the covenants contained herein, or to grant variances in regard to the requirements contained herein for the purpose of enhancing views, utilizing a lot to better advantage, preventing the removal of trees, and enhancing the placement of improvements on the property, provided this may be done in conformity with the intent and purposes thereof, and also provided in every instance that such grants or adjustments shall not be materially detrimental or injurious to other property or improvements in the neighborhood. With respect to movement of building envelopes, approval shall be required from both the design committee and contiguous lot owners. Any variances from the provisions of Article II, Section 4(d)(1), Article VII, Section 2(d), Article VII, Section 2(p) and Article IX, Sections 3 and 7 shall also require the approval of the Site Committee and the Board of County Commissioners of Teton County. Any variances or adjustments of these conditions, covenants and restrictions granted by the Site Committee, or by the Site Committee and the Board of County Commissioners, or any acquiescence or failure to enforce any violation of the conditions and restrictions herein, shall not be deemed to be a waiver of any of the conditions and restrictions in any other instance.

DATED THIS 12<sup>th</sup> DAY OF June, 1992

Jimmy H. Parriott  
Jimmy H. Parriott, Manager

John W. Richards  
John William Richards, Manager

for Trap Club Estates, a Wyoming Joint Venture

State of Wyoming)  
County of Teton) SS

The foregoing instrument was acknowledged before me by Jimmy H. Parriott and John William Richards this 12<sup>th</sup> day of June, 1992. Witness my hand and official seal.

[Signature]  
Notary Public

My commission expires: Mar. 5, 1998

