



**FIRST RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILSON PARK
(Lots 1 – 15)**

| | |
|------------|-------------------------------------|
| RELEASED | <input type="checkbox"/> |
| INDEXED | <input checked="" type="checkbox"/> |
| ABSTRACTED | <input checked="" type="checkbox"/> |
| SCANNED | <input type="checkbox"/> |

This Declaration is made and executed this 15th day of December, 2009 by and between Wilson Trailer Park LLC, a Wyoming limited liability company, Teton County, Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. §15-10-116, as amended, Todd H. Ellingson and Maureen A. Ellingson, and Habitat For Humanity Of The Greater Teton Area, Inc. a Wyoming non-profit corporation, hereinafter referred to a "Declarants" and shall be effective upon the filing of this Declaration in the Teton County Clerk's office in Teton County, Wyoming.

RECITALS/DECLARATION

Declarants are collectively the fee simple owners of certain real property located in the County of Teton, State of Wyoming, and more particularly described as follows:

The real property described as Wilson Park, Lots 1-15, located in Teton County, Wyoming (the "Property") and also shown in Plat No. 1228 as filed in the office of the Teton County Clerk, Teton County, Wyoming.

In order to provide for the orderly development and controlled use of the Property and the residential Lots created in the subdivision of the Property, and to provide for the maintenance, repair, replacement and management of the common areas for the benefit of present and future Owners, and to protect the value and desirability of the Property as a first class residential real estate project, in a manner consistent with the requirements of the applicable Teton County Land Use Regulations, Declarants adopt the following covenants. This Declaration amends and supersedes that certain "Declaration of Covenants, Conditions and Restrictions for Wilson Park (Lots 1-15)" as filed on December 20, 2007 in the Office of the Teton County Clerk, Teton County, Wyoming as Document 0719419 in Book 686 pp 201-217.

Declarants hereby declare that the Property and each and every Lot thereof shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied and improved subject to the following limitations, restrictions, covenants and conditions (the "Covenants"), all of which are established and agreed upon for the purpose of enhancing and protecting the value and attractiveness of the Property. The Covenants shall run with the Property, and shall be binding upon all parties having or acquiring any right, title or interest in the Property, or any part thereof, and shall be for the benefit of each Owner of any portion of the Property, or any interest therein, and shall inure to the benefit of and be binding upon said successors in interest of the Owners thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" or "Owners' Association" means the Wilson Park Homeowners

Association, Inc., a Wyoming nonprofit corporation, consisting of all Owners of the Lots [except Lot 15 which is common property and not subject to residential development except to aid the other lots in Wilson Park.]

- Section 2** "Lots" or "Lot" means the residential Lots Identified as lots 1-14, inclusive on plat number 1228 as filed in the office of the Teton County Clerk, Teton County, Wyoming.
- Section 3** "Common Area" means the common areas which are part of the Property designated as such on the Plat. All utility pipes, lines or systems, roads and streets, walkways, and other common property or facilities serving the Lots shall be Common Areas and shall be operated and maintained by the Association and including lot 15.
- Section 4** "Common Roads" mean any roads within the Property which provide access to Lots.
- Section 5** "Common Services" mean services provided by the Association for the benefit of all of the Lots, including, but not limited to, snow removal, road maintenance, weed control and common area maintenance.
- Section 6.** "Property" means the Property described in Exhibit A attached hereto and made a part hereof.
- Section 7.** "Plat" means the Final Plat for Wilson Park recorded with the Teton County Clerk as Plat 1228.
- Section 8** "Owner" with respect to lots 2-7, inclusive, means the recorded Owner, or Owners if more than one, of a fee simple title to each Lot including Wilson Trailer Park, LLC as long as any Lot remains unsold), but excluding mortgagees, or others having an interest merely as security for the performance of an obligation.
- "Owner" with respect to lots 1 and lots 8-14, inclusive means lessees pursuant to long term ground leases wherein the Teton County Housing Authority (with respect to lots 8-14) and Habitat For Humanity Of The Greater Teton Area, Inc. (with respect to lot 1) is the lessor. In the event that the lessee's interest in said lots is terminated, the fee owner of said lot(s) shall become the "Owner."
- Section 9** "Mortgage" means a mortgage, deed of trust or other security instruments encumbering title of a Lot.
- Section 10** "Mortgagee" or "Beneficiary" means the holder of a mortgage or trust deed to all or any part of a Lot.
- Section 11** "Board of Directors" or "Board" means the Board of Directors of the Association which is the management body of the Association.
- Section 12** "Articles" means the Articles of Incorporation of the Association.

- Section 13** "Bylaws" means the Bylaws of the Association.
- Section 14** "Members" means the Owners.
- Section 15.** "Declaration" means these Covenants, Conditions and Restrictions.
- Section 16** "Declarant" means Wilson Trailer Park LLC, a Wyoming limited liability company and the Teton County Housing Authority, and their successors as developers of the Property (including and Habitat For Humanity Of The Greater Teton Area, Inc. with respect to Lot 1 and Todd H. Ellingson and Maureen A. Ellingson with respect to Lot 5.
- Section 17** "Outbuilding" means a detached shed-like structure designed for storage which will not exceed seventy (70) square feet in area nor twelve (12) feet in height. The exterior finish shall be made of materials compatible with that of the primary residence.

ARTICLE II THE ASSOCIATION

- Section 2 1 Membership.** Every Owner shall be a Member of the Association Membership shall be appurtenant to and may not be separated from Ownership of a Lot, and Ownership of a Lot shall be the sole qualification for membership. Each person and/or entity in any multiply-owned Lot shall collectively constitute one Member.
- Section 2 2 Voting.** Voting by Members of the Association upon any matter allowing or requiring a vote of the Members shall be as follows: there shall be one (1) vote allowed for each Lot. If an Owner includes more than one person and/or entity, the vote for such Member shall be cast in such manner as the persons or entities constituting the same shall determine, but the decision of the Board as to the authority conferred upon one or more of the Owners in casting the vote of the Owner shall be conclusive and binding.
- Section 2 3 Meetings of the Association.**
- A There shall be an annual meeting of the Association on a date and time and at a location in Teton County, Wyoming designated by the Board. The Board shall give written notice of each annual meeting as required by Wyoming law At each annual meeting of the Association, the Members shall elect directors to fill any expiring or vacant positions, and shall conduct such other business as determined by the Members.
 - B Special meetings of the Members may be called by the Board, or by the written request of not less than 15% of the Owners. The business to be conducted at a special meeting of the Members shall be specified in the notice of the special meeting.

- C At any annual or special meeting of the Members, the presence in person or by proxy of a majority of the Owners shall constitute a quorum. In the event that a quorum is not present, the meeting may be adjourned by the chairman presiding at the meeting, and at any reconvened meeting thirty five percent or more of the Owners present in person or by proxy shall constitute a quorum. The Chairman of the Board shall be the same person who is President of the Wilson Park Homeowners Association, Inc.
- D At any annual or special meeting of the Members, Owners may vote in person or by proxy executed in writing by the Owner or a duly authorized attorney in fact. Proxies shall be filed with the secretary of the board before or at the time of the meeting.

Section 2 4 The Board of Directors. The administration of these Covenants and the Common Area and business of the Association shall be conducted by the Board of Directors consisting of three members of the Homewoners' Association. The initial Board of Directors shall be appointed by the Declarant, and shall serve until a majority of the Lots have been sold. At the next annual meeting of members the following requirements shall apply One member of the Board shall be elected by the Owners of Lots 2-7; one member of the Board shall be elected by the Owners of Lots 1 and 8-14; and the third member shall be elected at large. The terms of Board members shall be 3 years, provided that initial terms may be staggered so that at least one Board member shall be elected or designated at each annual meeting of the Owners thereafter. The Board shall have full power and authority to manage the business and affairs of the Association, as more fully set forth in the articles of incorporation and bylaws of the Association, and to enforce the provisions of this Declaration. Without limiting the foregoing, the Board shall have the authority to:

- A Enforce the provisions of this Declaration.
- B Amend, administer and enforce Design Guidelines which have been initially adopted by the Declarants which are effective at the same time these Covenants become effective and to insure that incompatible development does not occur. The Design Guidelines may be amended in the same manner as these Covenants may be amended.
- C Conduct the business and affairs of the Association.
- D Issue building permits, contract for and supervise common services
- E Engage the services of managers, accountants, attorneys or other employees or agents, and to pay said persons a reasonable compensation for their services.
- F Operate, maintain, repair, improve and replace the Common Areas (including noxious weed control), and Common Roads. This

includes entering into agreements for the maintenance of the Common Areas and Common Roads.

- G Operate, maintain, repair, improve and replace the Wilson Park Water System and any improvements thereto. This includes entering into agreements for the operation, maintenance, repair, and replacement of the Wilson Park Water System.
- H Operate, maintain, repair, improve and replace the Wilson Park Waste Water System and any improvements thereto. This includes entering into agreements for the operation, maintenance, repair, and replacement of the Wilson Park Waste Water System.
- I, Determine and pay for Common Services provided by the Association.
- J Assess and collect the proportionate shares of Common Services and other applicable expenses from the Owners.
- K Enter into contracts, leases and other agreements and to authorize the execution and delivery thereof by the appropriate officers.
- L To open bank accounts on behalf of the Association and to designate signatories therefor.
- M To obtain insurance for the Association with respect to the Common Areas, and, if deemed necessary or desirable, for the Association's directors, officers and employees.
- N To keep and maintain books and accounts for the Association, which will be available to Owners for inspection on a reasonable basis.
- O To do all other acts necessary and desirable for the administration, operation and maintenance of the Common Areas of the Property as provided in this declaration.

Section 2 5 Meetings of the Board.

- A The annual meeting of the Association shall serve as the annual meeting of the Board
- B Special meetings of the Board may be called by the the Chairman upon the written request of two or more members of the Board. The business to be conducted at a special meeting of the Board shall be specified in the notice of the special meeting.
- C At any annual or special meeting of the Board, the presence in person of a majority of the members of the Board shall constitute a quorum. In the event that a quorum is present, the decision of a majority of the entire Board shall be binding on the Board.

D Any member of the Board may waive notice in writing of any meeting of the Board, and such waiver shall be equivalent to the giving of notice to such member. If all members of the Board are present in person at a meeting, no notice shall be required and any proper business of the Board may be conducted at such meeting.

E The Board may act without a meeting provided that the following provisions of Section 17-19-821 of the Wyoming Nonprofit Corporation Act are complied with.

(a) Unless the articles or bylaws provide otherwise, action required or permitted by this act to be taken at a board of directors' meeting may be taken without a meeting if the action is taken by all members of the board. The action shall be evidenced by one (1) or more written consents describing the action taken, signed by each director, and included in the minutes filed with the corporate records reflecting the action taken.

(b) Action taken under this section is effective when the last director signs the consent, unless the consent specifies a different effective date.

(c) A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

Section 2.6 Officers. The Board shall elect officers, including a Chairman, Secretary and Treasurer. Officers shall be elected at the annual meeting of the Board and shall serve a term of one year. Officers may serve more than one year in an office. The Board may appoint such assistant officers the Board may deem necessary or appropriate. No officer shall receive compensation for serving as such, but may be reimbursed for expenses incurred.

Section 2.7 Limitation of Liability. No member of the Board shall be liable to any party for any action or inaction with respect to any provision of the Covenants, provided that such Board member shall have acted in good faith. No member of the Board shall have any personal liability, in contract or otherwise, to a Lot Owner or any other person or entity under any contract entered into by a Board member on behalf of the Association.

ARTICLE III OWNERSHIP OF COMMON AREA

The Association, as a separate entity, shall own the Common Area.

It is expressly understood that the applicable provisions of this Declaration set forth elsewhere herein shall govern the Ownership and management of Common Area.

ARTICLE IV ASSESSMENTS

- Section 4.1** In order to properly administer the property and affairs of the Association, and to provide for common services, the Board shall have the authority to levy assessments against a Lot. Each Owner of a Lot, by acceptance of the deed to such Lot, consents to the filing and enforcement of a lien against the Lot to secure payment of the assessments levied by the Board pursuant to the Covenants. It is expressly understood and agreed that fines for any violations of this Declaration or the rules and regulations of the Board may be assessed against a Lot and against an Owner, for violations by that Owner or by tenants or invitees.
- Section 4 2** The Board shall prepare an annual budget for Common Services and for the administration of the business of the Association, and shall determine the annual assessment. The budget shall include a reserve for reasonable road and water system maintenance and replacement. Each annual budget shall be prepared and approved by the Board at least thirty days in advance of each annual assessment period.
- Section 4 3** In addition to the annual assessments, the Board may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Property, provided that such capital assessment is approved by a majority of the Lot Owners voting in person or by proxy at a meeting duly called for that purpose.
- Section 4 4** Both annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or an annual basis at the discretion of the Board; provided, however that undeveloped lots shall not be required to pay for water usage, garbage fees and lawn maintenance fees so long as a particular Lot is undeveloped. A lot shall no longer be "undeveloped" when and if construction of a residence commences on the Lot
- Section 4 5** The annual assessment provided for herein shall commence to all Lots subject to assessment on the first day of the month following the conveyance of the first Lot by the Declarant. The Board shall fix the amount of each annual assessment at least thirty days in advance of the annual assessment period, and written notice of the annual assessment shall be sent to every Lot Owner subject thereto.
- Section 4 6** Any assessment not paid within 30 days after the due date therefore shall bear interest from the due date at the rate of 15% per annum and the Board shall also be entitled to assess an additional five percent (5%) one-time late charge. The Board shall have the right to record a notice of lien against any Lot whose Owner fails to pay an annual assessment within 30 days after the due date. The Board shall be authorized to foreclose the lien against the Lot subject to the annual assessment. The Board is also authorized to file a civil action against the Owner of any Lot who fails to pay an annual assessment and shall be entitled to recover all costs incurred in collecting the annual

assessment, including reasonable attorneys fees, whether suit is brought or not

ARTICLE V DEVELOPMENT AND USE RESTRICTIONS

All development and use of the Property and any Lot or parcel thereof shall conform to the following requirements

Section 5 1.

- A Provisions in Addition to County Land Use Regulations. Conformity with any and all applicable land use regulations of Teton County shall be required, in addition to the requirements of these Covenants and Design Guidelines. In case of any conflict, the more stringent requirements shall govern.
- B Authorized Use. Single-family residential use shall be permitted on all Lots. On Lots 2-7 Accessory Residential Units (ARUs) are also permitted.
- C Prohibited Uses. No Lot within the Property shall be subject to division or subdivision. No commercial, industrial or other non single-family residential use whatsoever shall be permitted on any Lot, with the exception of artist studios, private offices and other uses which do not require access by the general public, all of which shall be subject to rules and regulations adopted by the Board.
- D Authorized Structures. The following structures shall be permitted:
 - 1 On Lots 2-7:
 - a. One single-family residence
 - b. One Accessory Residential Unit (ARU)
 - c. One attached or detached garage which may include the Accessory Residential Unit
 - d. One outbuilding
 - 2 On Lots 1 and 8-14:
 - a. One single-family residence
 - b. One attached or detached garage
 - c. One outbuilding

NOTE: An Accessory Residential Unit is NOT allowed on these Lots according to the FDP permit # 06-0018 dated December 27, 2006.
- E Building Setbacks. All buildings, outbuildings, and other authorized improvements shall be constructed within the setbacks set forth on the plat of the Property. No improvement or development shall be permitted on any Lot outside of the applicable building setbacks except for access driveways, utility installations, permitted fences, and landscaping.
- F Construction. Building construction shall be subject to and in conformity with the requirements of these Covenants and the Design Guidelines adopted by

the Board pursuant to Section 2.4B of the Covenants; provided, however, the "Floor Area Ratio" shall be permitted if in conformity with the Teton County Land Development Regulations as may be amended from time to time. All construction shall be completed within one (1) year from the commencement date of construction, unless the Board approves an extension for good cause, not to exceed six (6) months in length.

- G Height Limitations. All buildings and structures shall conform to the maximum height limitations set forth in the Teton County Land Development Regulations for the AR Zone
- H Authorized-Prohibited Fences. Non-metal fences shall be permitted which enclose the rear boundary and the side boundaries of a Lot to the point where the side boundaries meet the front surface of the residential structure. The height and construction of the fences shall be subject to the Design Guidelines adopted by the Board pursuant to Section 2.4B of the Covenants.
- I Utilities. Electrical, water, sewer and telephone utility lines have been installed underground in the common roads rights-of-way easements. Connections from Lots within the property to the underground utility lines shall be completed at the Lot Owners' expense, and shall be underground.
- J Temporary Structures Prohibited. No temporary structures such as trailers, tents, shacks or other similar buildings shall be permitted on any Lot, except during construction as authorized by the Board, and children's tents for occasional use.
- K Maintenance. Each Lot and all improvements thereon shall be maintained in a clean, safe and slightly condition. Boats, rafts, kayaks, trailers, snowmobiles, tractors, vehicles other than automobiles, campers whether or not on a truck, snow removal equipment, and garden or maintenance equipment shall be kept at all times, except when in actual use, within an enclosed structure. Refuse, garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials, scraps, refuse or trash shall be kept, stored or allowed to accumulate on any Lot with the exception of contained compost piles.
- L Pets No pets shall be kept or maintained on any Lot except as provided herein. Any animals permitted to be kept on a Lot shall be restrained and controlled at all times so that they do not cause a nuisance to neighboring Lot Owners, and so that the presence or activity of any such pets does not harass or endanger wildlife. Cats and other domestic animals which are normally kept and maintained indoors shall be permitted on any Lot. No horses or other livestock shall be kept or maintained on any Lot. Not more than one (1) dog may be kept on any Lot, provided, however, that a litter of puppies born to a dog owned by a Lot Owner may be kept or maintained

upon any Lot for a period not to exceed four (4) months, provided that said puppies are maintained and restrained in accordance with the provisions of these Covenants. If any dog or dogs are caught or identified chasing or otherwise harassing livestock, wildlife or people, the Board shall have the authority to have such animal or animals impounded at any available location, and shall have the authority to assess a penalty against the Owner of such animal or animals of not more than \$100 for the first offense and \$200 for a second or subsequent offense, plus all costs of impoundment. If any such animal or animals are caught or identified chasing or harassing wildlife, livestock or people on a second or subsequent occasion, the Board shall have the authority to have such animal or animals impounded or destroyed, the determination of disposition being in the sole discretion of the Board. In the event that such animal or animals are not destroyed, the board shall assess a penalty of not more than One Hundred Dollars (\$100.00) per animal, plus costs of impoundment. 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 Board or any member thereof, for the impoundment or destruction of any such animal or animals. Teton County authorities shall have the right to directly enforce dog control measures.

- M Noxious or Offensive Activities. No noxious or offensive activity shall be permitted on any Lot. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare for any adjacent Lot Owner. No unreasonably loud or annoying noises, or noxious or offensive odors shall be emitted beyond the lot lines of any Lot.
- N Signs. No signs or advertising devices shall be erected or maintained on any Lot, except a sign, not greater than four (4) square feet in area, which identifies the Owner, or a for sale sign not greater than four (4) square feet in area
- O Water Systems. Each residential building shall be connected to the Wilson Park Water System at the sole expense of the Owner, and such system shall conform to all applicable standards of the State of Wyoming, Teton County or any other regulatory agency.
- P Sewage Disposal. Each residential building shall be connected to the Wilson Sewer District sewage disposal system. No outdoor toilets shall be permitted, except for a one year period during construction.
- Q Roads. The roads on the property shall be private roads at all times, and each Lot Owner shall be responsible for an equal portion of the snow removal and maintenance costs for said roads as assessed by the Board
- R Snowmobiles and Motorcycles and Off-Road Vehicles Prohibited. No snowmobile, motorcycle, all-wheel drive, all-terrain vehicle or other similar device shall be operated on any Lot for recreational purposes. The approval of the Board for access use may be terminated if such vehicles are not strictly limited to access use. No snowmobiles or motorcycles shall be

allowed on the roads of Wilson Park except for ingress and egress.

S Mineral Activities Prohibited. No mining or other mineral extraction or development activities shall be permitted on any Lot, including the removal of gravel.

T Control of Noxious Weeds. Lot Owners shall take all actions necessary to control noxious weeds on their own Lots and the Association shall take all actions necessary to control noxious weeds in Common Areas. Noxious weeds shall be defined by the Teton County Weed and Pest Control Board and/or the Board. 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 Board, 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 Board 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 board.

U Satellite Dishes. No satellite dishes other than small, DSS-type dishes are permitted on any Lot without written Board approval. Dishes larger than small DSS-type dishes shall be approved on a case by case basis and screened with landscaping or fencing, as required by the Board.

Section 5.2 Requirement of Building Permit. No building, structure, road, fence, or improvement of any kind shall be erected, placed, altered, added to, reconstructed or permitted to remain on any Lot, and no construction activities or removal of trees or other vegetation shall be commenced until a building permit has been issued therefore by the Board.

A Duplicate sets of plans and specifications for any Lot improvement or alteration, including tree removal, shall be submitted to the Board. The plans shall include a plot plan indicating the location of the building envelope on the Lot and the location of the proposed development or improvements within the building envelope. All plans for primary structures shall be signed by a licensed architect. Sufficient information shall be submitted to demonstrate compliance with all of the requirements of these Covenants. A fee of One Hundred Dollars (\$100.00) shall be paid to the Board for the processing and review of all primary structures but not for secondary structures such as garages, outbuildings and fences.

B The Board shall review the plans and specifications within thirty (30) days from the submission thereof, and determine if the proposed use or development conforms to the requirements of these Covenants. If the Board fails to review the plans and specifications within thirty (30) days from the submission thereof, and inform the Owner of the committee's decision regarding approval or disapproval, plans as submitted shall be deemed to have been automatically approved, provided, however, that any building proposal which does not

conform to setbacks for structures as designated on the subdivision plat shall be deemed automatically disapproved and denied. The Board shall retain one set of plans and specifications.

- C The review and permit process required by the Board does not replace or eliminate building permits required by other agencies, such as Teton County. All building permits from other agencies shall be submitted to the Board.

ARTICLE VI MAINTENANCE

Section 6 1 Water System. To ensure that the safest and cleanest water possible is delivered to customers of the Wilson Park Water System, the Department of Environmental Quality/Water Quality Division (DEQ) requires a Class II Certified Operator to maintain the water system. The operator shall be responsible for:

1. Providing routine preventive maintenance;
2. Maintaining written operating procedures;
3. Satisfying DEQ monitoring and reporting requirements;
4. Maintaining records;
5. Assuring adequate inventory of essential spare parts and back-up equipment;
6. Notifying the Board in the event of a safety concern.

Section 6 2 General Maintenance, Etc. The maintenance, alteration, replacement and repair of the Common Areas shall be the responsibility of the Board. The Board, as part of its responsibility shall maintain, repair and provide for snow removal and maintenance activities on all roadways constituting part of the Common Areas. The maintenance, repair and replacement of all improvements on each Lot shall be the responsibility of the Owner of such Lot and not the Board except as otherwise expressly set forth below.

Section 6 3 Landscaping of Lots. Landscaping shall follow completion of the primary residence on each Lot and shall comply with applicable provisions of Teton County Land Development Regulations. Each Lot Owner shall submit a landscaping plan to the Board for approval.

ARTICLE VII INSURANCE

Each Owner is solely responsible for obtaining his/her/their own insurance covering any and all improvements on such Owner's Lot.

ARTICLE VIII DESTRUCTION, DAMAGE OR OBSOLESCENCE

Each Owner of a Lot is solely responsible for any damage, destruction, obsolescence, condemnation or abandonment of any improvements thereon, and for repair and reconstruction of such Lot and all improvements thereon.

ARTICLE IX EMINENT DOMAIN

Whenever any proceeding is instituted that could result in the temporary or permanent taking, injury or destruction of all or part of the Common Areas and facilities by the exercise of the power in the nature of eminent domain or by an action or deed in lieu of condemnation, the Board shall be entitled to timely written notice thereof and the Board shall participate in the proceedings incident thereto.

ARTICLE X ENFORCEMENT

Each Owner shall strictly comply with the provisions of this Declaration, and any rules or regulations or decisions made by the Board pursuant to this Declaration. The limitations and requirements for land use and development set forth in these Covenants shall be enforceable by the Declarant, or by the Board, or by any Owner of a Lot within the Property. Every Owner of a Lot within the Property hereby consents to the entry of an injunction against him or her or his or her tenants or guests, to terminate and restrain any violation of these Covenants. Any Lot Owner who uses or allows his or her Lot to be used or developed in violation of these Covenants further agrees to pay all costs incurred by the Board or the Declarant or other Lot Owner in enforcing these Covenants, including reasonable attorney's fees. The Board shall have a lien against each Lot and the improvements thereon to secure the payment of any billing for common services, a special assessment, or penalty due to the Board from the Owner of such Lot which is not paid within the time provided by these Covenants, plus interest from the date of demand for payment at the rate of ten percent (10%). The Board is authorized to record a notice of lien in the office of the County Clerk of Teton County, Wyoming, which shall include a description of the Lot and the name of the Owner thereof and the basis for the amount of the lien. A copy of the notice of lien as filed in the County Clerk's office shall be sent to the Owner by certified or registered mail. Any lien may be foreclosed in the manner provided for foreclosures of mortgages by the statutes of the State of Wyoming. Alternatively, the Board shall have the right to initiate civil proceedings as allowed by Wyoming law to collect any delinquent assessment, billing for common services and/or penalty. In addition to the principal amount of any assessment, charge for common service and/or penalty, plus interest, the Board shall be entitled to the payment of all costs incurred in the establishment or enforcement of any lien, and/or the costs involved in any civil proceeding, including filing costs and attorney's fees.

ARTICLE XI AMENDMENTS/VARIANCE

These Covenants may be amended with the written consent of 75% or more of the Lot Owners. Any amendment so authorized shall be accomplished by recordation of an instrument executed by the Board. A variance shall be allowed from the requirements of these Covenants, upon approval of 75% or more of the Lot Owners.

ARTICLE XII WAIVER

The failure of the Board or any other party authorized to enforce the provisions of this Declaration, to insist upon the strict performance of any of the terms, provisions or conditions hereof, shall not be construed to be a waiver of the right to insist upon the performance of such term, provision or condition in the event of a future default or a continuation of the default for which performance was not required. The acceptance by the Association of an assessment payment from an Owner who is in breach of other provisions of this Declaration shall not constitute a waiver of such breach. No waiver by the Board of any provision hereof shall be deemed to have been made unless such waiver is set forth in writing and duly signed by the Chairman, or other officer of the Board if the Chairman is not available.

ARTICLE XIII DURATION OF COVENANTS

All of the Covenants, Conditions and Restrictions set forth herein shall continue and remain in full force and effect at all times against the Property and the Owners and purchasers of any portion thereof, subject to the right of amendment as set forth in Article XI. If required by law, these Covenants shall be deemed to remain in full force and effect for twenty (20) year periods, and shall be automatically renewed for additional consecutive twenty (20) year periods unless all of the Lot Owners of the Property subject to these Covenants otherwise agree in writing.

ARTICLE XIV SEVERABILITY

Any decision by a court of competent jurisdiction invalidating any part or paragraph of these Covenants shall be limited to the part or paragraph affected by the decision of the court, and the remaining paragraphs and the Covenants, Conditions and Restrictions therein shall remain in full force and effect.

ARTICLE XV ACCEPTANCE OF COVENANTS

Every Owner or purchaser of a Lot shall be bound by and subject to all of the provisions of this Declaration, and every Lot Owner or purchaser through his or her purchase or Ownership expressly accepts and consents to the operation and enforcement of all of the provisions of this Declaration.

ARTICLE XVI NOTICES

Any and all notices required or permitted to be given pursuant to these Covenants may be made by hand-delivery or by U.S. Mail as provided by law. They may also be delivered by email at the last email address provided by one or more of the Owners of each Lot and shall be deemed "given" on the day of transmission at 5:00 p.m. Mountain Time.

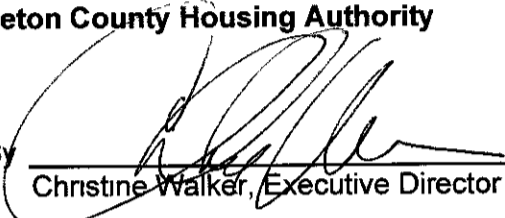
IN WITNESS WHEREOF, Declarants have executed this Declaration the ____ day of December, 2009

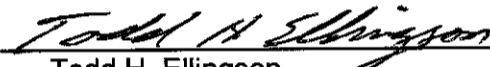
DECLARANTS:

**Wilson Trailer Park, LLC,
a Wyoming limited liability company**

By 
Robert N. Williams, Manager


Teton County Housing Authority

By 
Christine Walker, Executive Director


Todd H. Ellingson


Maureen A. Ellingson

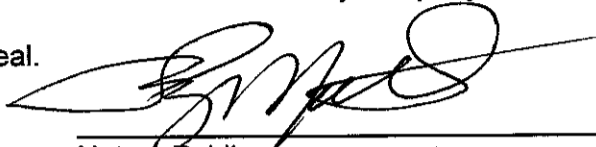
**Habitat For Humanity Of The
Greater Teton Area, Inc.**

By 
By Peter French, President

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

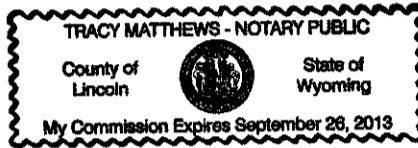
On this 9th day of December, 2009, before me personally appeared Robert N. Williams, to me personally known, who, being by me duly sworn, did say that he is the Manager of Wilson Trailer Park, LLC, a Wyoming limited liability company, that the foregoing instrument was signed on behalf of said limited liability company by authority of its operating agreement, and that the foregoing instrument is the free act and deed of the limited liability company.

Witness my hand and official seal.



Notary Public

My Commission expires: 9/26/2013



STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On this 15 day of December, 2009, before me personally appeared Christine Walker, to me personally known, who, being by me duly sworn, did say that she is the Executive Director of the Teton County Housing Authority and executed and acknowledged the foregoing instrument on behalf of the Teton County Housing Authority,

Witness my hand and official seal.



Notary Public

My Commission expires:

STATE OF WYOMING)
) ss
COUNTY OF TETON)

Subscribed and sworn to before me by Todd H Ellingson and Maureen A. Ellingson, husband and wife, this 11 day of December, 2009

Witness my hand and official seal



Notary Public

My Commission expires 8-13-2012

STATE OF WYOMING)
) ss
COUNTY OF TETON)



On this 15 day of December, 2009, before me personally appeared Peter French, to me personally known, who, being by me duly sworn, did say that he is the President of Habitat For Humanity Of The Greater Teton Area, Inc and executed and acknowledged the foregoing instrument on behalf of the Habitat For Humanity Of The Greater Teton Area, Inc., a Wyoming non-profit corporation

Witness my hand and official seal



Notary Public

My Commission expires