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AMENDED AND RESTATED  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR CRESCENT H GUEST RANCH - FIRST FILING

Grantor: BARKER, PETER K ET AL  
Grantee: ~~THE PUBLIC~~  
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By MARY D ANTROBUS Deputy

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AMENDED AND RESTATED  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR CRESCENT H GUEST RANCH - FIRST FILING

The Declaration of Covenants, Conditions and Restrictions made to be effective December 7, 1984 by Donald H. Albrecht and by Rivermeadows Associates, Ltd., a California Limited Partnership, recorded in Teton County, Wyoming on March 5, 1985 in Book 166 Photo pp. 45-103, as amended July 21, 1986, which is supplemented by Supplemental Declarations made to be effective as of November 15, 1991, January 14, 1993 and March 9, 2000, respectively, (the "Supplemental Declarations"), is amended and restated to read as follows, and as so amended and restated is referred to herein as the "Declaration" .

The Declaration relates to real property developed as a subdivision in Teton County, Wyoming, described and shown on Exhibit A, made a part hereof as though set forth in full herein, and as platted and described under the Certificate of Surveyor on the Plat for Crescent H Guest Ranch – First Filing, and Exhibit B, made a part hereof as though set forth in full herein. This real property in its entirety is referred to herein as the "Subject Property".

The purposes of the Declaration are to provide for, protect and preserve the desirability, attractiveness, rural aesthetic, character and value of the Subject Property for the individual and collective benefit of the Owners (as defined herein) by subjecting the Subject Property to the agreements, covenants, conditions, restrictions and other provisions contained in the Declaration as supplemented and amended from time to time.

Accordingly, consistent with the purposes of the Declaration, the Subject Property in its entirety, and each part thereof, shall be held, conveyed, divided, encumbered, hypothecated, bonded, used, occupied and improved in accordance with and subject to the covenants, conditions, restrictions and other provisions contained in the Declaration, all of which shall run with the Subject Property and each part thereof, shall be binding on each and every person or entity having or acquiring any right, title or interest in the Subject Property, and each part thereof, and their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner and person or entity deriving rights from an Owner. Any conveyance, transfer, sale or assignment of the Subject Property, or any part thereof, shall, and hereby is deemed to, incorporate by reference the Declaration, the Supplemental Declarations and any other supplements to and amendments of the Declaration in their entirety.

ARTICLE I  
DEFINITIONS

The following terms shall have the indicated meanings:

Section 1. Articles. "Articles" means the Articles of Incorporation of the Association, as amended from time to time.

Section 2. Assessment. "Assessment" means an Assessment made pursuant to Article VIII.

Section 3. Association. "Association" means Crescent H Homeowners Association, Inc., a Wyoming nonprofit corporation, and its successors and assigns by way of merger, consolidation, transfer, operation of law or otherwise. The Association shall include, when the context requires, its Board, officers and authorized representatives and agents from time to time.

Section 4. Board. "Board" means the Board of Directors of the Association, as constituted from time to time.

Section 5. Brittenham Parcels. "Brittenham Parcels" means the real property described and shown on Exhibit B.

Section 6. Bylaws. "Bylaws" means the Bylaws of the Association as amended from time to time.

Section 7. Change in the Existing State of Property. "Change in the Existing State of Property" means the changes specified in Section 1 of Article IV.

Section 8 Covenants. "Covenants" means the agreements, covenants, conditions, restrictions and other provisions contained in the Declaration as supplemented and amended from time to time.

Section 9. Design Committee. "Design Committee" means the committee created pursuant to Article III.

Section 10. Design Committee Criteria. "Design Committee Criteria" means the criteria adopted by the Design Committee pursuant to Section 4 of Article IV.

Section 11. Director. "Director" means a member of the Board.

Section 12. Excavation. "Excavation" means any disturbance of the land, except to the extent reasonably necessary for planting, which results in the removal of earth, rock, trees or other substances from a depth of more than 12 inches below the natural surface of the land.

Section 13. Fill. "Fill" means any addition of rock or earth materials to the surface of land that increases the natural elevation of the surface by more than 12 inches.

Section 14. Improvements. "Improvements" means buildings, roads, driveways, parking areas, fences, retaining walls, stairs, decks, hedges, windbreaks, patios, poles, signs and other similar structures and changes to property of any type or kind.

Section 15. Lot. "Lot" means any parcel of real property comprising a part of the Subject Property shown on a recorded plat or map, or otherwise described in a recorded instrument, which is clearly identified as an individual lot to be used as a building site. Lots 46, 48, 49, 50 and 51 are not Lots

because they may not be used as building sites. For purposes of the Declaration, the Brittenham Parcels constitute one Lot.

Section 16. Member. "Member" means any person or entity that holds membership in the Association as described in Article VII.

Section 17. Mortgage. "Mortgage" means any security device encumbering all or any part of the Subject Property, including a deed of trust.

Section 18. Mortgagee. "Mortgagee" means the record owner of a beneficial interest under a Mortgage.

Section 19. Negative Covenant. "Negative Covenant" means any Covenant limiting, restraining, prohibiting or otherwise negating any rights, activities or omissions of any person or entity.

Section 20. Open Space lots; Ranch and Recreation lots. "Open Space lots" means all real property constituting lots 49, 50 and 51 within the Subject Property which has been and shall continue to be designated for the non-exclusive use of Owners and their guests and invitees as shown on a recorded plat. The Open Space lots are and shall remain subject to a Conservation Easement given to the Scenic Preserve Trust of Teton County, Wyoming, restricting the permitted uses thereon. The Open Space lots may be conveyed to the Association subject to that Conservation Easement. "Ranch and Recreation lots" means all real property constituting lots 46 and 48 which has been and shall continue to be within the Subject Property designated for the non-exclusive use of Owners as shown on a recorded plat.

Section 21. Owner. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to a Lot, including contract sellers but excluding those having an interest in the Subject Property only as security for the performance of an obligation.

Section 22. Perimeter Fences. "Perimeter Fences" means the fences and other forms of dividers constructed along any border of the Subject Property, or the Open Space lots or the Ranch and Recreation lots (each as defined herein), in accordance with the terms of the Declaration as supplemented and amended from time to time and a fencing plan approved by the Design Committee.

Section 23. Record; Recorded. "Record" or "recorded" means, with respect to any document, that the document has been recorded in the Office of the County Clerk of Teton County, State of Wyoming.

Section 24. Residence. "Residence" means a residence structure, and other improvements and structures that are necessary or customarily incident thereto, on a Lot.

Section 25. Road. "Road" means any graded and improved vehicular way now or hereafter located or constructed within or upon a portion of the Subject Property and designated as a private roadway on any recorded plat or map, or described in a recorded instrument, and shall include roads, drives, lanes, courts, circles and places.

Section 26. Structure. "Structure" means anything constructed or erected on the Subject Property, the use of which requires location on the ground or attachment to something having location on the ground.

Section 27. Supplemental Declarations. "Supplemental Declarations" means the Supplemental Declarations referred to in the first sentence of this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Crescent H Guest Ranch - First Filing.

Section 28. supplement to or amendment of the Declaration. "supplement to or amendment of the Declaration" means any supplement to or amendment of the Declaration, including the Supplemental Declarations.

## ARTICLE II

### PROVISIONS APPLICABLE TO PARTICULAR LAND CLASSIFICATIONS

Section 1. Lot Restrictions. Each Lot shall be used exclusively for residence dwelling purposes and purposes customarily incident thereto. Unless otherwise expressly specified in a supplement to or amendment of the Declaration covering a Lot, the following shall apply to each Lot:

- (a) Improvement. No Lot shall be improved except with a Residence.
- (b) Construction. Unless approved in writing by the Design Committee, no used Structure or Improvement constructed or erected on other real property shall be moved from another location to a Lot, and all construction on each Lot shall be approved in advance by the Design Committee, shall consist of new materials and shall be prosecuted diligently and continuously from commencement until completion.
- (c) Guest House. No detached guest house constructed on a Lot shall have its own separate kitchen facilities unless incorporated in a detached garage serving the Residence on the Lot.
- (d) Detached Structures. No Structure or aboveground Improvement shall be permitted on a Lot which is detached or separated from the Residence on the Lot unless located within a reasonably compact area adjacent to the Residence on the Lot and unless designed as a single visual element which is connected or related visually with the Residence by fencing or other architectural features.
- (e) Parking. No Residence shall be constructed on a Lot unless provision is made on that Lot for not less than two enclosed garage stalls and four guest parking spaces which are constructed and located in a manner approved in advance in writing by the Design Committee.
- (f) Minimum Floor Area. Each Residence shall have a minimum living floor area of 1,500 square feet, exclusive of garages, porches, decks, patios and accessory structures.
- (g) Height Limits. No Residence and no other Structure or aboveground Improvement on a Lot shall exceed a height of 30 feet, measurement to be in the manner provided for in the Teton County Development Regulations, a supplement to or Amendment of the Declaration or rules adopted by the Design Committee or the Association.
- (h) Setback Requirements. All above ground Improvements on a Lot, except landscaping and necessary crossings by access driveways, bridges or paths, shall be set back at the distance from the boundaries of a Lot established by setback lines specified in the Teton County Development Regulations or a supplement to or Amendment of Declaration covering the Lot.
- (i) Grading and Landscaping. No on-site Excavation or Fill shall be allowed on a Lot until approved in advance in writing by the Design Committee, and grading, Excavation and Fill shall reflect and be harmonious with the natural topography of the Lot and shall be replanted with plant materials which shall blend with the native vegetation in accordance with a landscaping plan approved in advance in writing by the Design Committee. All landscaping shall be completed as quickly as possible but in no event later than 12 months after commencement



thereof.

- (j) Subdivision. No Lot may be divided or subdivided, nor may a fractional portion thereof be sold or conveyed, if the result is divided ownership of the Lot. Notwithstanding the foregoing, Owners of adjoining Lots may, with the prior written approval of the Design Committee, sell or purchase adjoining property in any manner permitted by law to accomplish relocation of the boundary line between the Lots if the sale or purchase will not cause or result in a violation of any setback, building or other restriction contained in the Declaration or a supplement to or amendment of the Declaration, shown on a recorded plat or map, or covered by applicable law. In such cases, the new boundary line shall be deemed the new boundary line between the respective Lots, but no setback lines, easements or land uses for the Lots with respect to the former boundary line or otherwise shall be changed or shifted because of the change of boundary line.
- (k) Combining Lots. If an Owner elects to do so in writing and records the writing in the Office of the County Clerk, Teton County, Wyoming, two or more adjoining Lots owned by a single Owner may be combined and developed as one Lot, but thereafter the combined Lots shall be deemed one Lot and may not be split and developed separately unless that action is approved in advance by the Board and at least two-thirds of the members of the Association.
- (l) Occupancy Limitations. No Residence on a Lot shall be used for dwelling purposes by more persons at any time than it was designed to accommodate comfortably. No portion of a Lot shall be used as living space or for living purposes other than the permitted Residence on the Lot.
- (m) Maintenance. Each Owner shall keep the Owner's Lot or Lots and the exteriors of Improvements thereon in good order and repair and in a clean, safe, attractive and sightly condition.
- (n) No Temporary Structures. No Structures of a temporary character, mobile homes, trailers, tents, shacks, garages, barns or other outbuildings shall be located or used on a Lot as a Residence, either temporarily or permanently, and all temporary Structures on a Lot during construction must be approved in writing by the Design Committee and must be removed immediately after construction is completed.
- (b) Drainage. The established drainage pattern from, on or over a Lot shall not be obstructed, altered or in any way modified unless prior written consent is obtained from the Design Committee.
- (p) Livestock and Pets. No domestic animals or fowl totaling more than three generally recognized house or yard pets shall be maintained on a Lot. If an Owner chooses to keep or permit house or yard pets, the Owner shall at all times have them under his, her or its control, whether on the Owner's Lot or in any other location on the Subject Property. Animals shall not be permitted to roam at will, and the Design Committee or the Association may take steps to control any animal not under immediate control of their owners, including impounding animals not under such control and charging substantial fees to their owner for their return. The Design Committee and the Association shall have the right to adopt further rules and regulations to enforce this provision. No horses shall be kept or otherwise maintained on Lots, and no horses shall be ridden or otherwise permitted on any of the Open Space lots or Ranch and Recreation lots Open Space lots except in or on those trails, roads or areas specifically designated for that purpose under use agreements held by Owners.
- (q) Un sightliness. No unsightliness shall be permitted on a Lot or on the exterior or other portions of a Residence or Structure which is visible from elsewhere on the Subject Property or any adjacent property. Without limiting the generality of the foregoing, (i) all unsightly Structures, facilities, equipment, objects and conditions shall be enclosed within an approved Structure or appropriately screened from view; (ii) trailers, mobile homes, trucks, boats, snowmobiles, tractors, vehicles, automobiles, campers whether or not on a truck, snow removal equipment and garden or maintenance equipment shall be kept at all times within an enclosed Structure, except when in actual use and except for guest vehicles temporarily on the premises; (iii) refuse, garbage and trash shall be kept at all times in covered, noiseless containers, and these containers shall be kept within an enclosed Structure or appropriately screened from view; (iv) service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view; (v) pipes for water, gas, sewer, drainage or other purposes, wires, poles, antennae and other facilities for the transmission or reception of audio or visual signals and electricity, and utility meters or other utility facilities and gas, oil, water or other tanks, and sewage disposal systems or devices shall be kept and maintained within an enclosed Structure or below the surface of the ground; (vi) no lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scrap or refuse or trash shall be

kept, stored or allowed to accumulate; and (vii) all rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate. Notwithstanding the foregoing, if at the time of the occupancy of an approved Structure, connections to a nearby underground electricity line or telephone line are not available, temporary poles or wires for electricity or telephone service, as the case may be, may be installed to a reasonably necessary height, provided that they shall be promptly removed at the expense of the Owner after the availability of connections to nearby underground lines or cables, which in any event shall be within 120 days, unless that period is extended in advance in writing by the Design Committee. Television antennae and satellite dishes may be installed on a Lot if approved in advance in writing by the Design Committee and not visible from adjacent Lots.

(r) Motor Vehicles. All motor vehicles, including without limitation automobiles, trucks, motorcycles, dune buggies, trail bikes, all-terrain vehicles, snowmobiles and other types of recreational vehicles, shall have mufflers on their exhaust systems and shall be driven only on Roads and areas of the Subject Property specifically designated by the Association and strictly in accordance with rules, regulations and policies of the Association.

(s) No Noxious or Offensive Activity. No noxious or offensive activity shall be permitted on a Lot, nor shall anything be done, made, allowed or placed on a Lot which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others. Without limiting the foregoing, no horns, whistles, bells or similar sound devices, except security devices used exclusively to protect the security of a Lot, shall be placed on a Lot.

(t) No Annoying Lights, Sounds or Odors. No light shall be emitted from a Lot which is unreasonably bright or causes unreasonable glare, no sound shall be emitted on a Lot which is unreasonably loud or annoying, and no odor shall be emitted on a Lot which is noxious or offensive to others.

(u) No Hazardous Activities. No activities shall be done, made, allowed or conducted on a Lot, and no Improvements shall be constructed thereon, which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged on a Lot, and no open fires shall be lighted or permitted on a Lot except in a contained barbecue unit which is attended and used for cooking purposes or within a safe and well-designed interior fireplace or wood burning stove.

(v) Fences. No fence, hedge, wall or other dividing Structure shall be permitted on a Lot unless approved in advance in writing by the Design Committee.

(w) Signs. No signs or advertising devices of any nature shall be erected or maintained on a Lot except (i) as necessary to identify the ownership thereof and its address, (ii) not more than one "for sale" sign having a maximum face area of three square feet, (iii) as necessary or desirable to give directions, advise of rules and regulations or caution or warn of danger and (iv) signs that are required by law. Signs which are permitted shall be erected or maintained on a Lot only with the prior written approval of the Design Committee, which approval shall be given only if the signs are of attractive design, in keeping with the scenic and rustic nature of the area, modest in size and placed or located as directed or approved in advance in writing by the Design Committee.

(x) No Mining and Drilling. No Lot shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth.

(y) Motorcycles, Etc. Motorcycles, trail bikes and snowmobiles shall be used on the Subject Property to the extent permitted by rules and regulations adopted by the Board, except for snowmobiles used solely for maintenance of the Subject Property and Roads.

Section 2. Brittenham Parcels. The Brittenham Parcels shall be subject to all of the terms and conditions of the Declaration except to the extent that Supplemental Declarations applicable to the Brittenham Parcels as in effect on September 1, 2002 conflict with the Declaration as supplemented and amended from time to time, in which case, and only in that case the Supplemental Declarations shall prevail.

Section 3.     Ranch and Recreation lot Restrictions. The Ranch and Recreation lots may be used, subject to the recreational use rights of all Owners, and by the owner or owners of the Ranch and Recreation lots only for noncommercial recreational activities, including, riding, hiking, cross country skiing, snowshoeing and similar activities and may not be developed or disturbed in any way, including without limitation Excavation, Fill, Improvements, Fences, Roads, Residences, Roads, Structures or otherwise. The owner or owners of the Ranch and Recreation lots shall not use or permit the use of these lots in any manner that alters their appearance in any material respect or use or permit the use of these lots in any way that is inconsistent with their current environmental and scenic qualities or materially alters their current natural state and condition.

Section 4.     Roads. Roads shall be used for roadway and street purposes only, and this use shall be in accordance with rules, regulations and policies of the Board and the Association. Roads shall be maintained by the Association as provided herein.

### ARTICLE III DESIGN COMMITTEE

Section 1.     Members. The Design Committee shall consist of three regular members designated by the Association. Alternate members may be designated by the Association for each regular member, each of whom shall be authorized to act in the place and stead of the member for whom he or she is an alternate in the event of that member's absence or inability to act. The Association shall promptly furnish the names and addresses of the members and alternate members, to persons having a relevant interest and the name and address to which notices and communications to the Design Committee should be directed. Members and alternate members may receive compensation from the Association if the Association approves that compensation and shall be reimbursed by the Association for actual and reasonable out-of-pocket expenses incurred in performing their duties.

Section 2.     Term. Each member or alternate member of the Design Committee shall serve until he or she has resigned by giving written notice of resignation to the Association or until he or she has been removed or his or her successor has been designated by the Association.

Section 3.     Duties. The Design Committee shall consider and act on all proposed changes of and to the Subject Property and formulate, apply and enforce Design Committee Criteria, enforce Negative Covenants and perform other duties that are specified by the Association which relate to the foregoing.

Section 4.     Meetings. The Design Committee shall meet at times and places selected by the Design Committee in accordance with its rules, regulations and practices.

Section 5. Action by Design Committee. The vote or written consent of two members shall constitute action of the Design Committee. The Design Committee shall report to the Board in writing all approvals and disapprovals of changes of and to the Subject Property and concerning all other matters which are within the scope of the Design Committee's duties and responsibilities and shall keep a permanent record of all approvals, disapprovals and other matters that it has considered and acted upon.

Section 6. Insurance. The Design Committee may obtain insurance, if available, to insure the Design Committee and its members and alternate members against errors and omissions.

#### ARTICLE IV

##### REQUIRED APPROVAL OF CHANGES

Section 1. Change in the Existing State of Property. With respect to each Lot, "Change in the Existing State of Property" means and includes without limitation construction or reconstruction of any building, Structure or other Improvement, including utility facilities; making or creating any Excavation, Fill or similar disturbance of the surface of land, including without limitation change of grade, stream bed, ground level or drainage pattern; clearing, marring, defacing or damaging trees, shrubs or other growing things; landscaping or planting of trees, shrubs, lawns or plants; and any change, alteration or refinishing, including without limitation any change of color, texture or exterior appearance of any previously approved Change in the Existing State of the Property.

Section 2. Approval of Change in the Existing State of Property Required. No Change in the Existing State of Property shall be made or permitted without the prior written approval of the Design Committee and without compliance with this Article IV.

Section 3. Design Committee Approval. The Design Committee shall have complete discretion to approve or disapprove any Change in the Existing State of Property. The Design Committee shall exercise that discretion with the following objectives in mind: carrying out the purposes expressed in the Declaration as supplemented and amended from time to time; preventing violation of any provision of the Declaration; preventing any change which would be unsafe or hazardous to person or property; minimizing, to the extent the Design Committee in its sole discretion determines is reasonable under the circumstances, obstruction or diminution of the view of other Owners; preserving visual continuity of the area and preventing a marked or obvious transition between improved and unimproved areas and any sharp definition of boundaries of property ownership; assuring that any Change in the Existing State of Property will be of good and attractive design and in harmony with the rustic and natural setting of the area and will serve to preserve and enhance existing features of natural beauty; avoiding duplication; assuring that materials and workmanship for all Improvements are of high quality and comparable to other Improvements in the area; and assuring that any change will require as little maintenance as possible

so as to assure a better appearing area under all conditions.

Section 4. Design Committee Criteria. The Design Committee shall establish criteria consistent with Section 3 of this Article IV by which it intends to exercise its discretion in connection with approving or disapproving any Change in the Existing State of Property. The Design Committee Criteria shall be in writing and made available to Owners and other persons having a relevant interest in the Design Committee Criteria.

Section 5. Conditions Precedent to Approval. Prior to expending substantial time or funds in planning a proposed Change in the Existing State of Property, an Owner proposing to make a Change in the Existing State of Property shall advise the Design Committee in writing of the general nature of the proposed change; shall, if requested by the Design Committee, meet with a member or members of the Design Committee to discuss the proposed Change in the Existing State of Property; shall read or become familiar with the Design Committee Criteria; and shall, if requested by the Design Committee, furnish the Design Committee with preliminary plans and specifications for comment and review. After the nature and scope of a proposed Change in Existing State of Property is determined by the Owner and prior to the commencement of work to accomplish it, the Owner shall furnish the Design Committee with three written copies of a complete and full description of the proposed Change in the Existing State of Property, which shall include (a) a plot plan covering the Owner's Lot that is drawn to such scale as may be reasonably required by the Design Committee, shows all boundaries, existing and proposed contour lines and elevations at reasonably detailed intervals, existing and proposed Improvements, existing and proposed drainage pattern, existing and proposed utility and sanitation facilities and existing or proposed substantial trees or shrubs, and (b) the proposed schedule for completion. There shall also be furnished to the Design Committee all other information with respect to the proposed Change in the Existing State of Property which the Design Committee may reasonably require to enable it to make an informed decision on whether or not to approve the proposed Change in the Existing State of Property. If the drainage pattern will be affected by the proposed Change in the Existing State of Property, the Design Committee may require a report on that effect by a qualified engineer or geologist. With respect to all Structures, the Design Committee may require submission of three copies of floor plans, elevation drawings and final working drawings, drawn to such scale as may be reasonably required by the Design Committee, descriptions of exterior materials and colors and samples of the same, and final construction specifications. If Structures or other Improvements which reasonably require plans and specifications are proposed to be constructed or built, the Design Committee may require that the plans and specifications be prepared by a practicing licensed architect and that a fee of up to \$2,500.00 be paid to the Association or its authorized agent to cover costs and expenses of review. No proposed Change in the Existing State of Property shall be deemed to have been approved by the Design Committee unless the approval is in

writing and signed by at least two members of the Design Committee.

Section 6. Prosecution of Work After Approval. After approval by the Design Committee of any proposed Change in the Existing State of Property, it shall be completed as promptly and diligently as possible and in conformity in all material respects with the description of the proposed Change in the Existing State of Property and any plans and specifications given to the Design Committee. Failure to commence a proposed Change in the Existing State of Property within one year after the date of approval by the Design Committee or to complete the proposed Change in the Existing State of Property, including landscaping, in conformity in all material respects with the description and plans and specifications given to the Design Committee within a reasonable period of time, which shall not exceed a period two years after commencement of construction, shall automatically result in revocation and cancellation of the proposed Change in the Existing State of Property unless an extension of that period is approved in writing, by the Design Committee, and upon demand by the Design Committee the Owner or Owners of the Lot shall restore the Lot as nearly as possible to its state existing prior to any work in connection with the proposed Change in the Existing State of Property. If for any reason an Improvement is destroyed, whether totally or partially, the debris shall be removed promptly, and the remainder of the Improvement shall either be removed within 90 days or restoration commenced within 120 days after the date the destruction occurred. The Design Committee and its duly appointed agents may enter upon any property at any reasonable time or times to inspect the progress or status of any Change in the Existing State of Property which is being made or which has been made.

Section 7. Failure to Comply. If the Design Committee finds that any Change in the Existing State of Property has been undertaken without the approval of the Design Committee as provided in this Article IV, it shall immediately notify the Association, which shall have the right to cause any such Change in the Existing State of Property to be removed at the sole cost and expense of the Owner or Owners of the relevant Lot. If the Design Committee determines that a Change in the Existing State of Property was not completed in conformity in all material respects with the description and plans and specifications given to and approved by the Design Committee, the Design Committee shall notify the Owner or Owners of the relevant Lot of the noncompliance and require that the noncompliance be remedied promptly. If within 60 days from the date of that notification the Owner or Owners shall have failed to remedy the noncompliance, the Design Committee shall notify the Association, which shall have the right to cause the Change in the Existing State of Property to be removed or to cause the noncompliance to be remedied, in either case at the sole cost and expense of the Owner or Owners of the relevant Lot.

Section 8. Certificates and Notices. Upon request of the Owner or Owners of a Lot, the Design Committee shall record a certificate of completion and compliance upon completion of a Change

in the Existing State of Property after having inspected the Change in the Existing State of Property and satisfied itself that the Change in the Existing State of Property was completed in all material respects in accordance with the description and the plans and specifications given to the Design Committee. The Design Committee shall have the right and authority to record a notice that a Change in the Existing State of Property has not been approved or that an approval has been revoked and cancelled as provided in Section 6 of this Article IV.

Section 9.     Waiver. Approval by the Design Committee of the description and plans and specifications for a proposed Change in the Existing State of Property shall not be deemed to be a waiver by the Design Committee of its rights to object to any of the features or elements embodied in any other description or plans and specifications for another Change in the Existing State of Property, nor shall that approval be construed as in any manner modifying, altering or waiving any of the covenants, conditions, restrictions or provisions of the Declaration or any supplement to or amendment of the Declaration.

Section 10.    Association Action. If an Owner is obligated to pay for or perform any act in accordance with the terms of the Declaration, a supplement to or amendment of the Declaration or the Articles, Bylaws or applicable rules, regulations and policies of the Association, and the Owner fails to do so, the Association may but shall not be obligated to cure the failure and may recover from the Owner all costs of cure incurred by the Association in addition to any other rights or remedies it may have, plus interest at a rate fixed by the Association from time to time. In no event, however, shall the Association or any of its officers, directors, employees, agents or committee members be liable in any way for its decision to cure or not to cure a failure or for the partial or faulty cure of a failure.

## ARTICLE V

### VARIANCES

Section 1.     Variances by Board. The Board may authorize variances from compliance with any Covenant or other restriction contained in the Declaration or a supplement to or amendment of the Declaration, if in its judgment circumstances such as topography, natural obstructions or hardship justify the variance, provided that no variance shall be authorized if it is inconsistent with the intent and purposes of the Declaration as supplemented and amended from time to time or if it is materially detrimental or injurious to any part of the Subject Property covered by the Declaration. Each variance must be evidenced in writing. Notwithstanding the foregoing, no variance to the restrictions contained in Article XI may be authorized without the concurrence of the Board of County Commissioners of Teton County, Wyoming.

Section 2.     Effect of Variances. If a variance is authorized by the Board, no violation of any Covenant or other restriction contained in the Declaration or or a supplement to or amendment of the

Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted if the action or improvement complies in all respects with the variance. The authorization of a variance shall not operate as a waiver of any Covenant or other restriction contained the Declaration or any Covenant or other restriction contained in any supplement to or amendment of the Declaration for any purpose except as to the particular property and particular provision covered by the variance.

ARTICLE VI  
ASSOCIATION

Section 1. General Purposes and Powers. The Association shall be governed by the Articles and Bylaws and shall perform all functions, duties and obligations contemplated by the Declaration as supplemented and amended from time to time. The Association shall have all powers necessary or desirable to enable it to perform its functions, duties and obligations.

Section 2. Dissolution. If the Association is dissolved as a corporate entity, a nonprofit, unincorporated association shall forthwith and without further action or notice be formed and succeed to all rights and obligations of the Association. The successor unincorporated association shall govern its affairs in accordance with the laws of the State of Wyoming and, to the extent not inconsistent therewith, the Articles and Bylaws, as if they were created for the purpose of governing the affairs of an unincorporated association. In the event of dissolution, each Member of the Association shall be a member of the unincorporated association and shall have an equal, underlying beneficial interest in all of the Association's property transferred to or for the account or benefit of the unincorporated association in direct proportion to the number of Lots owned by the Member, provided that there shall be no judicial partition of such property or any part thereof, nor shall any such member or other person acquiring an interest in that property, or any part thereof, seek judicial partition. Immediately prior to dissolution, the Association shall convey all real property which it owns to a title company or other independent trustee for the benefit of the unincorporated association and for the benefit of that association's members.

Section 3. Duties of Association. The Association shall, in addition to the obligations, duties and functions assigned to it by of the Declaration as supplemented and amended from time to time, have the obligations, duties and functions to do and perform, to the extent determined by the Board to be required or appropriate, each of the following for the benefit of the Owners and Members and for the maintenance, administration and improvement of the Subject Property, any other property owned by the Association and any other relevant property:

- (a) Receive Hold and Maintain Property. The Association may, but shall not be obligated to, accept title to any real property or interest therein, including Improvements personal property or equipment, on the Subject Property, when, as and if granted or furnished to it as contemplate, by the Declaration as supplemented and amended from time to time. The Association may also, but shall not be obligated to, accept the benefits and burdens associated with licenses, easements, leases or other instruments conveying rights in and to real property to it as contemplated by the



Declaration as supplemented and amended from time to time. In each such instance, the Association shall hold the title, interest or rights granted, furnished or conveyed for the benefit of the Owners and Members and shall maintain and preserve them for the benefit of the Owners and Members. With respect to such property or rights, and any other property or rights accepted by the Association, the Association shall insofar as applicable in the particular circumstance pay all rents, fees, taxes and assessments relating to and necessary to preserve it; adequately and fully insure it against casualty loss as hereinafter provided provide for its quality care, operation, management, maintenance, repair and replacement remove snow as necessary for customary use and enjoyment, maintain plants, trees and shrubs thereon, maintain lighting thereon and maintain the streets, roads, walks or drives thereon, excluding county roads.

(b) Road and Easement Maintenance. Consistent with applicable Design Committee Criteria, the Association shall provide for quality care, operation, management, maintenance, repair and replacement of all easements established or provided generally for Owners and all Roads and drainage easements and drainage pipes or facilities which may be established or provided generally for Owners.

(c) Insurance. The Association shall obtain and keep in full force and effect at all times at least (i) casualty insurance with respect to all insurable property of the Association insuring the full replacement value thereof, including coverage for fire and extended coverage, vandalism and malicious mischief, and (ii) broad form comprehensive liability insurance, covering public liability and automobile liability, with limits of not less than \$1,000,000 for each person and not less than \$2,000,000 for each occurrence and with property damage limits of not less than \$500,000 for each occurrence. All insurance may contain deductible provisions that the Board approves. All insurance shall name the Association and the Owners as additional insureds and shall, to the extent reasonably possible, cover each Owner without any Owner necessarily being specifically named. The Association may also obtain other types of insurance and higher limits in the discretion of the Board.

(d) Taxes. To the extent not assessed to or paid by the Owners, the Association shall pay all real property taxes and assessments levied on the Association's property.

(e) Police; Refuse Disposal. Unless provided by a municipal, county or other governmental body and unless the cost thereof is assessed directly or indirectly against the Owners by that body, the Association shall have the right to contract for, employ and provide for security and refuse disposal services.

(f) Governmental Successor. Any property or facility owned or held by the Association and any function or activity required to be performed by the Association under the terms of the Declaration as supplemented and amended from time to time may be turned over to a governmental authority which is willing to accept and assume the same upon terms and conditions that the Association deems appropriate.

(g) Rule Making. The Association may make, establish, promulgate, amend and repeal rules, regulations and policies relating to the performance of its obligations, duties, and functions and the exercise of its powers and authority.

(h) Enforcement of the Declaration, Rules, Regulations and Policies. The Association may take such action, whether or not expressly authorized by the Declaration as supplemented and amended from time to time, which may be reasonably necessary or appropriate to enforce or effectuate any of the provisions of the Declaration as supplemented and amended from time to time or rules, regulations or policies of the Association.

Section 4. Powers and Authority of the Association. The Association shall have all powers of a nonprofit corporation organized under the laws of the State of Wyoming, subject only to limitations on the exercise of those powers that are expressly set forth in the Declaration as supplemented and amended from time to time, or the Articles or the Bylaws. The Association shall have the power to do all lawful things which may be authorized, required or permitted to be done under the Declaration as supplemented and amended from time to time, the Articles and the Bylaws and to perform all acts which may be necessary, proper for or incidental to the exercise of express powers, including without limitation the powers to:

- (a) Assessments Etc. Assess, charge, fine and penalize on the Owners, and enforce payment thereof, in accordance with the provisions of the Declaration as supplemented and amended from time to time, and the Articles, Bylaws and rules, regulations and policies of the Association.
- (b) Easements and Rights of Way. Grant and convey to third parties easements and rights of way in, on, over or under the Association's property for the purpose of constructing, erecting, generating or maintaining Improvements, utilities or other facilities, subject to the prior written approval of the Design Committee.
- (c) Employment of Manager and Employees. Employ any person or firm as manager, together with employees, to manage, conduct and perform the business, obligations, duties and functions of the Association as directed by the Board enter into contracts for those purposes and obtain and pay for legal, accounting, engineering, management and other professional services which the Board determines are necessary or desirable.
- (d) Rules, Regulations and Policies. Adopt and enforce rules, regulations and policies to regulate use of facilities and property of the Association to assure fullest enjoyment and use by persons entitled to enjoy and use the same, provided that these rules, regulations and policies do not conflict with the Declaration as supplemented and amended from time to time and provide for enforcement of its rules, regulations and policies through reasonable and uniformly applied fines and penalties, the exclusion of violators from property and facilities of the Association or otherwise, with respect to all of which all Owners, members of their families and their guests and invitees shall be obligated to comply.
- (e) Prosecute Actions. In its own name, on its own behalf and on behalf of any Owner or Owners who consent thereto, commence and maintain actions and suits in law and in equity to restrain any breach or threatened breach of the Declaration as supplemented and amended from time to time and enforce, by injunction or otherwise, the provisions of the Declaration as supplemented or amended from time to time..
- (f) Insurance. Obtain, maintain and pay for insurance policies or bonds, whether or not required by the Declaration as supplemented and amended from time to time, which the Board deems appropriate for the protection or benefit of the Owners, members of their families and their guests and invitees, including without limitation fire and extended coverage insurance covering the Association's property, liability insurance, workmen's compensation insurance, malicious mischief insurance, automobile non-ownership insurance and performance and fidelity bonds.
- (g) Utility Service and Telecommunications. Contract and pay for, or otherwise provide for, utility and telecommunication services, including without limitation water, sewer, garbage, electrical, telephone, gas and cable and satellite television services over any of the Subject Property.
- (h) Road Maintenance. Contract and pay for, or otherwise provide for, construction, reconstruction, repair, maintenance, snow removal, replacement or refinishing of roads, drives or other paved areas on the Subject Property.
- (i) Protective Services. Contract and pay for, or otherwise provide for, fire and protective services which the Board deems appropriate for the benefit of the Owners, members of their families and their guests and invitees.
- (j) General Contracts. Contract and pay for, or otherwise provide for, materials, supplies, furniture, equipment and labor which the Board deems necessary and appropriate.
- (k) Implied Rights and Powers. Exercise any right or power given to it expressly in the Declaration as supplemented and amended from time to time, the Articles and Bylaws or, subject to the terms and provisions of the Declaration as supplemented and amended from time to time, by law and exercise every other right, power and authority necessary or desirable to fulfill its duties, obligations and functions.
- (l) Right to Enter upon Any Lot. Without liability to any Owner for trespass or otherwise, enter, or have its agents or representatives enter, upon any Lot or Structure or Improvement thereon, for the purpose of (i) maintaining the same in the event of failure to maintain on the part of the Owner or Owners, (ii) removing any Change in the Existing State of Property which violates the provisions of the Declaration as supplemented and amended from time to time; and (iii) enforcing Covenants, restrictions and provisions contained in the Declaration as

supplemented and amended from time to time..

(m) Committees. Create, and designate the members of, such committees of the Association or the Board in addition to the Design Committee as may be deemed by the Association to be necessary or appropriate for the purpose of dealing with various issues and other matters of interest or importance to the Association.

## ARTICLE VII

### ASSOCIATION-MEMBERS AND MANAGEMENT

Section 1. Membership. Membership in the Association shall be mandatory. There shall be one vote for each Lot regardless of the size of the Lot, whether it is improved or unimproved and whether there are differences in the size or scope of Improvements. Each membership shall be appurtenant to the fee simple title to the Lot. The Owner or Owners of the Lot shall be deemed the Owner or Owners of the membership appurtenant to that Lot and title to and ownership of the membership for that Lot shall automatically pass upon transfer of fee simple title to the Lot. The Owner or Owners of a Lot shall be entitled to the benefits and shall be subject to the burdens of membership relating to that Lot. If fee simple title to a Lot is held by more than one person or entity, the membership appurtenant to that Lot shall be shared by all those persons or entities in the same proportion as ownership of fee simple title to the Lot.

Section 2. Board of Directors. The affairs of the Association shall be managed by a Board of Directors consisting of three persons selected by the membership. The Board may delegate any portion of its power and authority, by resolution, to an executive or other committee or to any executive, manager or Director of the Association. Directors shall be elected annually by the Members. Vacancies in the Board shall be filled by action of a majority of the remaining Directors.

Section 3. Voting of Members. Voting by Members shall be based on one vote for each Lot, as provided in Section 1 of this Article VII, in the election of Directors and on all other matters submitted to a vote of Members. In all voting by Members, voting by proxy shall be permitted. If a Lot is owned by more than one person or entity, the vote shall be cast in the manner that the multiple owners determine among themselves, but in no event shall more than one vote be cast with respect to any Lot.

## ARTICLE VIII

### ASSESSMENTS

Section 1. Operating Fund. The Association, acting by and through the Board, shall collect and deposit to an account or accounts in the name of the Association all moneys paid to it by way of assessment, fees, charges, fines or otherwise and shall make disbursements from such account or accounts in connection with the performance of its duties, obligations and functions under the Declaration as supplemented and amended from time to time.

Section 2. Maintenance Assessment. Prior to the commencement of each fiscal year of the Association, the Board shall estimate the costs and expenses expected to be incurred by the Association during that fiscal year in performing its duties and obligations, including without limitation reasonable provisions for contingencies, construction, replacements, alterations, modifications and improvements which are the responsibility of the Association, the payment of taxes, utility charges and maintenance expenses for utility installations and Roads, snow removal from Roads, Board expenses, Design Committee expenses, expenses of enforcement of the Declaration as supplemented and amended from time to time and professional fees. In so estimating, the Board shall take into consideration the anticipated balances in its accounts as of the beginning of that fiscal year and the estimated receipts from assessments, fees, charges, and other amounts expected to be collected during that fiscal year. On the basis of that estimate, the Association shall for that fiscal year assess all Owners for each Lot owned, each Lot being treated the same as all other Lots regardless of differences in size or Improvements.

Section 3. Supplemental Assessment. If at any time during a fiscal year it shall appear to the Board that additional Assessments are required, appropriate or desirable, the Association may levy further Assessments on all Owners.

Section 4. Payment of Assessments. Each Assessment shall be due and payable by the Owners to the Association within 30 days after the date a statement for that Assessment is sent to the Owners or at such other time as the Board shall specify.

Section 5. Special Assessments. The Association may levy a special Assessment against an Owner if, as a result of that Owner's acts or failure or refusal to act or otherwise comply with the Declaration as supplemented and amended from time to time, Articles, Bylaws or Covenants or any rules, regulations or policies adopted by the Association, the Board or the Design Committee, funds were or will be expended by the Association in enforcing compliance or remedying the results of non-compliance. Each special Assessment shall be due and payable to the Association immediately after notice thereof is delivered to the specifically assessed Owner and shall include without limitation engineers', architects', attorneys' and accountants' fees and expenses reasonably incurred by the Association.

Section 6. Obligation of Payment. Each Assessment shall be a separate, distinct and personal debt and obligation of the assessed Owner at the time the Assessment is made, and each Owner, by acceptance of a deed for a Lot, whether or not it is expressed in the deed, is deemed to covenant and agree to pay Assessments to the Association as provided in this Article VIII. If an Owner does not pay an assessment, or any installment thereof, when due, the Owner shall be deemed in default, and the amount of the Assessment not paid, plus interest at one and one-half percent (1 1/2%) per month, but not in excess of the highest rate permitted under Wyoming law, and costs, including reasonable attorneys' fees,

shall be and become a lien upon the Lot or Lots of that Owner, effective upon and as of the recordation by the Association of a notice of default. This lien may also include a provision for future Assessments as they become due. The notice of default shall set forth the amount of the delinquent Assessment and other charges, shall identify the assessed Owner and related Lot and shall be signed by an officer of the Association. This lien shall be prior to all other liens filed to the full extent permitted by applicable law and may be foreclosed by the Association in the same manner as a mortgage on real property, including foreclosure by advertisement and sale as provided by Wyoming Statutes. The Association shall have the power to bid on Lots at foreclosure sales and to acquire and thereafter hold, mortgage and convey such Lots. The foregoing remedies shall be in addition to any other remedies provided by law for the enforcement of an Assessment obligation. When a delinquent Assessment, and related interest and charges, are paid in full, the Association shall cause a notice of payment and a release of the lien to be recorded.

Section 7. Estoppel Certificate. On request by any proposed purchaser, Mortgagee or transferee of a Lot, the Association shall provide a certificate stating the amount of any unpaid Assessment relating to or secured by a lien on a Lot, or that there is no outstanding unpaid Assessment, as the case may be. This certificate shall be binding on the Association and the Owners with respect to all persons who rely thereon in good faith as to the amount of any unpaid Assessment or the absence thereof as of the date of the certificate. The Association may charge a reasonable fee for the issuance of this certificate.

Section 8. No Exemption. Under no circumstances is any Owner subject to Assessments, charges, fines or penalties under the Declaration as supplemented and amended from time to time, or any related Lot exempt from liability therefor, except by express action by the Association in that regard.

## ARTICLE IX

### TELECOMMUNICATIONS

Each Owner, whether or not it shall be expressed in the deed or other conveyance document relating to the Owner's Lot or Lots, consents, agrees to and shall be bound by determinations and decisions of the Association from time to time concerning telecommunication services and facilities for the Owners and to the Lots, including services permitted, equipment allowed and rights, privileges, easements and rights-of-way which must be allowed by Owners to facilitate, enable and give effect to the Association's determinations and decisions in this regard. Notwithstanding the foregoing, the Association shall not cause any Improvements which have been constructed on a Lot in accordance with the Declaration as supplemented and amended from time to time to be altered or detrimentally affected by services, facilities or equipment, or rights, privileges, easements and rights of way, approved by the

Association pursuant to this Article IX, provided that the foregoing shall not preclude the Association from approving minor temporary alterations to then-existing Improvements other than buildings if arrangements have been made for repair and restoration at no expense to the affected Owners.

ARTICLE X  
PROPERTY RIGHTS

Section 1. Easement for Utilities. The Association may require the creation and allowance of non-exclusive easements and rights-of-way in, over, under and on the Subject Property or any part thereof for the purpose of ingress and egress and construction and location of utilities, including providing service to any Lot and the Open Space lots, the Ranch and Recreation lots Open Space lots and Improvements on Lots. The Association and each Owner, and their agents and representatives, shall have the right of reasonable access to the Subject Property or any part thereof for the purpose of maintaining, replacing and enlarging utility services as required, provided that the use of this right of access shall be exercised in a manner that does not materially inconvenience or interfere with the use and enjoyment of the Subject Property or any part thereof, and that a utility installation providing utility availability or service to all or a portion of the Subject Property shall not be altered, modified or changed in any manner that impairs or interferes with availability or service of the utilities to their users.

Section 2. Drainage. The Association may require the creation and allowance of non-exclusive easements for drainage of surface waters from portions of the Subject Property across other portions of the Subject Property, provided that this drainage shall be limited to reasonable amounts of water and shall be designed and constructed so as not to materially interfere with the development, use and enjoyment of the portions of the Subject Property onto which the water drains. Established drainage shall not be altered, modified or changed as to any part of the Subject Property without the consent of the Owners who will be affected by the alteration, modification or change.

Section 3. Roads. Each Owner shall have a non-exclusive easement appurtenant to the Owner's Lot of ingress and egress over and on all Roads. Each Owner may delegate the rights under this non-exclusive easement for the benefit of the Owner's family, servants, employees, agents, guests, invitees and transferees by way of contract for purchase of the Lot to which this non-exclusive easement is appurtenant.

Section 4. Members' Easements of Enjoyment. Subject to rules, regulations and policies adopted by the Association, existing easements and reservations of rights, and requirements of applicable law, every Owner shall have a right and non-exclusive easement of use and enjoyment in and to all property owned by the Association and property interests owned or held by the Association. This right and easement shall be appurtenant to and shall pass with the title to each Lot, subject to the following

limitations:

- (a) The right of the Association to limit the number of guests and to adopt rules, regulations and policies relating to the use and enjoyment;
- (b) The right of the Association to suspend the voting rights and right to use and enjoyment by an Owner (i) for any period during which payment of an Assessment remains delinquent and (ii) for a period not to exceed 30 days after notice and hearing by the Association with respect to an infraction of the Association's rules, regulations and policies or the provisions of the Declaration as supplemented and amended from time to time; and
- (c) The right of the Association to dedicate or transfer all or any part of such property and property interests to any public agency, authority or utility for the purpose of providing utilities and similar related purposes, provided that no such dedication or transfer shall be effective unless an instrument has been approved by two-thirds of the Members.

Section 5. Delegation of Use. Each Owner may delegate to family members, guests and invitees occupying a residence on the Owner's Lot the rights to use and enjoyment and privileges appurtenant to the Owner's Lot provided for in this Article X.

Section 6. Parking Rights. The use of any parking areas that exist on the Association's properties, and the terms and conditions for such use, shall be subject to and at all times governed by the Association's rules, regulations and policies.

Section 7. Easements of Enjoyment for Open Space lots. Every Owner is vested with the privilege to use and enjoy the Open Space lots and the Ranch and Recreation lots and shall have a right and non-exclusive easement of use and enjoyment in and to those lots. These rights and easements shall, subject to the terms of the Conservation Easement on the Open Space lots, be appurtenant to and shall pass with the title to each Lot, provided that:

- (a) The Association may limit the number of family members, guests and invitees of Owners who may use and enjoy these lots and adopt rules, regulations and policies for the use and enjoyment of these lots; and
- (b) The Association may suspend the right to use and enjoy these lots for any period during which payment of an Assessment remains delinquent.

Section 8. Encroachment. The Owner of each Lot has an easement over all adjoining Lots, the Open Space lots, the Ranch and Recreation lots and property owned by the Association for the purpose of accommodating encroachments due to engineering errors, errors in original construction, settlement or shifting of buildings or any other similar cause and encroachments due to building overhangs or projections. There shall be easements for the maintenance of these encroachments as long as they exist, and the rights and obligations of Owners shall not be altered in any way by these encroachments, settling or shifting, provided that in no event shall an easement for encroachment be created in favor of an Owner or Owners if the encroachment occurred because of the willful and knowing act or acts of the Owner or Owners. If a structure on any Lot is partially or totally destroyed and repaired or rebuilt, minor unintentional and previously existing encroachments over adjoining Lots shall be permitted to continue, and there shall be easements for the maintenance of those encroachments as long as they exist.

## ARTICLE XI

### ADDITIONAL RESTRICTIONS

The following Covenants are part of the Declaration and may not be amended, varied or deleted without the consent of the Board of County Commissioners of Teton County, Wyoming. To the extent there are any inconsistencies between the following Covenants and other Covenants contained in the Declaration as supplemented and amended from time to time, the following shall prevail:

(a) Any Perimeter Fences on the Subject Property shall be coordinated with the Wyoming Game and Fish Department to allow moose migration, it being understood that under present standards such fences must have a wooden rail at the top, not more than 38 inches from the ground level.

(b) It is expressly understood and agreed by the Owners, and any other person or entity having an interest in the Subject Property at any time, that the use and development of the Subject Property involves potential conflict with wildlife and that the Wyoming Game and Fish Department will not be financially liable for any damage or losses caused by wildlife.

(c) The Association shall ensure that an adequate road maintenance and snow removal program is maintained and if necessary will establish a reserve fund for that purpose.

(d) It is recognized by the Owners that many wildlife species live on or migrate through the Subject Property during various times of the year, and the following limitations on use and development are intended, in addition to all the other requirements of this Article XI and the Declaration as supplemented and amended from time to time, to protect, preserve and maintain the existing wildlife habitat on the Subject Property:

(i) 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 the Subject Property, a fine of \$25.00 or more shall be imposed by the Association for any Owner cited by the Association for a violation of this requirement and fines may also be imposed by applicable Teton County authorities for violations of dog control laws;

(ii) No hunting or shooting of guns shall be allowed on the Subject Property at any time except in areas designated by the Association; and

(iii) Perimeter fences must be constructed in accordance with appropriate standards prescribed by the Wyoming Game and Fish Department as set forth in (a) above.

(e) Owners shall specifically be cognizant of the fact that bears may roam the area and shall take proper care and control of all trash and garbage storage facilities so as to avoid the same becoming a food source for these animals. No Owner shall feed these animals or otherwise encourage their frequenting the Subject Property. In addition to all other remedies provided herein, an Owner who breaches the terms of this provision and allows a condition to exist which is attractive to bears may be responsible for damages for injury or property damage caused thereby or for costs of trapping and relocating the animal.

(f) In the construction of authorized Improvements on any Lot, care shall be exercised not to unduly or unnecessarily disturb the natural landscape. EXCEPT AS NECESSARY FOR CONSTRUCTION OF AUTHORIZED IMPROVEMENTS, NATIVE TREES AND TIMBER SHALL NOT BE REMOVED FROM ANY LOT EXCEPT UPON PRIOR WRITTEN CONSENT OF THE DESIGN COMMITTEE. Except to the extent reasonably necessary for the construction, reconstruction or alteration of any Improvement for which the Owner has obtained Design Committee approval, no Excavation or Fill shall be created or made upon any Lot. Because the area of the Subject Property, is inhabited or frequented by various species of wildlife, which enhances the wilderness value of the area, and because the preservation of wildlife is desirable, no Owner shall unnecessarily destroy or damage any wildlife habitat or injure or annoy any wildlife on the Subject Property and each Owner, by residing within the Subject Property, assumes the risk of damage to personal property cause by wildlife.



- (g) Each owner of an Open Space lot or Ranch and Recreation lot shall ensure that the lot is adequately maintained.

## ARTICLE XII

### MISCELLANEOUS

Section 1. Duration of the Declaration. All covenants, conditions, restrictions and other provisions contained in the Declaration as supplemented and amended from time to time shall be covenants running with the land for the use and benefit of the Lots, the Association's property, the Open Space lots and the Ranch and Recreation lots and shall continue and remain in full force and effect until March 31, 2025 after which date they shall continue automatically for successive periods of 10 years unless, at least one year prior March 31, 2025, the Declaration as supplemented and amended from time to time is terminated by a recorded instrument directing termination signed by the Owners of not less than two-thirds of the aggregate number of Lots.

Section 2. Supplement, Amendment or Termination. Subject to applicable state and county law, at any time while any covenant, condition, restriction or other provision contained in the Declaration as supplemented and amended from time to time is in force and effect, it may be supplemented, amended or terminated, except for the restrictions contained in Article XI which require the additional approval of the Board of County Commissioners of Teton County, Wyoming, by the recording of a written instrument of approval specifying the supplement, amendment or termination, executed by the Owners of not less than two-thirds of the aggregate number of Lots.

Section 3. Effect of Provisions of the Declaration. Each covenant, condition, restriction and other provision contained in the Declaration as supplemented and amended from time to time:

- (a) Shall be deemed incorporated in each deed or other instrument by which any right, title or interest in the Subject Property is or has been granted, devised or conveyed, whether or not set forth or referred to in the deed or other instrument;
- (b) Shall, by virtue of any person's or entity's right, title or interest in any parcel of property subject to the , whether now existing or hereafter accepted, be deemed existing, accepted, ratified, adopted and declared as a personal covenant of the person or entity, and, as a personal covenant of the person or entity shall be binding on the person or entity and the person's or entity's heirs, personal representatives, successors and assigns, and, if a personal covenant of a person or entity other than the Association, shall be deemed a personal covenant to, with and for the benefit of the Association, and, if a personal covenant of the Association, shall be deemed a personal covenant to, with and for the benefit of each Owner subject to the Declaration as supplemented and amended from time to time;
- (c) Shall be deemed a real covenant by the owner or owners of the portion of the Subject Property which is not a Lot or Lots, for themselves and their successors and assigns, and also an equitable servitude running, in each case, as a burden with the title to each such parcel of property now or hereafter subject to the Declaration as supplemented and amended from time to time and, both as a real covenant and an equitable servitude, shall be a burden upon and binding on each such parcel of property and upon each person or entity owning any right, title or interest in such parcel of property for so long as such person or entity owns any such right, title or interest, and, with respect to any property of a person or entity other than the Association, shall, both as a real covenant and an equitable servitude, be deemed a covenant and equitable servitude for the benefit of any property now or hereafter owned by any person or entity other than Owners who or which is subject to the Declaration as supplemented and amended from time to time, and for the benefit of any property now or hereafter owned by the Association which is subject to the Declaration as

supplemented and amended from time to time and for the benefit of any and all property which, is subject to the Declaration as supplemented and amended from time to time;

(d) Shall be deemed a covenant, secured by a lien binding, burdening and encumbering the title to each parcel of property which is subject to the Declaration as supplemented and amended from time to time and, with respect to any property of a person or entity other than the Association, shall, as a lien, be deemed a lien in favor of the Association and, with respect to any property owned by the Association, shall, as a lien, be deemed a lien in favor of the Owners; and

(e) Shall be deemed a condition subject to which title to each parcel of property which is subject to the Declaration as supplemented and amended from time to time is and shall at all times be held.

Section 4. Enforcement and Remedies. The Covenants shall be enforceable by the Association, any Owner in accordance with the Owner's interests or the Board of County Commissioners with respect to Article XI only by a proceeding for a prohibitive or mandatory injunction, by a suit or action to recover damages or to recover any amount due or unpaid or by any other appropriate proceeding in law or equity. If court proceedings are instituted, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

Section 5. Protection of Mortgagee. No violation or breach of any Covenant and no action to enforce the same shall defeat, render invalid or impair the lien of any Mortgage taken in good faith and for value and perfected by recording prior to the time of recording of an instrument giving notice of the violation or breach, or the title or interest of the holder thereof or the title acquired by any purchaser upon foreclosure of a Mortgage. Any purchaser shall, however, take subject to the Declaration as supplemented and amended from time to time, except that violations or breaches which occur prior to a foreclosure and sale shall not be deemed breaches or violations with respect to the purchaser or its, heirs, personal representatives, successors or assigns.

Section 6. Limited Liability; Indemnity. The Association, the Board, the Design Committee and any other committee created or authorized by the Association and any Director and any partner, director, officer, member, agent, representative or employee of any of them shall not be liable to any Owner or any other person or entity for any action or failure to act with respect to any matter covered by the Declaration as supplemented and amended from time to time if the action taken or failure to act was in good faith. The Association shall indemnify each such person or entity and hold them harmless from all liability, loss, damage or costs (including reasonable attorneys' fees) which any of them may suffer as a result of claims, demands, costs or judgments arising from any such good faith actions or failures to act.

Section 7. Successors and Assigns. The Declaration as supplemented and amended from time to time shall be binding on and inure to the benefit of the heirs, successors, assigns and personal representatives of the Association, the Owners, guests and invitees of the Owners, and all other persons or entities deriving rights therefrom, whether voluntary or involuntary, by operation of law or otherwise.

Section 8. Severability. Invalidity or unenforceability of any provision of the Declaration

as supplemented and amended from time to time, in whole or in part, shall not affect the validity or enforceability of any other provision or valid and enforceable part of a provision of the Declaration as supplemented and amended from time to time.

Section 9. Captions. The captions and headings in this instrument are for convenience only and shall not be considered in construing any provision contained herein.

Section 10. Waiver of Homestead Rights. Each Owner waives and releases all rights under and by virtue of the homestead exemption laws of the State of Wyoming which may exist with respect to property covered by the Declaration as supplemented and amended from time to time.

Section 11. No Waiver. Failure to enforce any Covenant shall not operate as a waiver of that Covenant or of any other Covenant.

Section 12. Notice. Any notice permitted or required to be delivered shall be delivered personally or by mail. If delivery is made by mail, it shall be deemed to have been received five days after a copy has been deposited in the United States Mail, postage prepaid, addressed to the person at the address for that person in the records of the Association or of the property of such person which is subject to Declaration as supplemented and amended from time to time if the Association has no address in its records. Any address may be changed from time to time by notice in writing to the Board.

The Owners have approved the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Crescent H Guest Ranch – First Filing as of October 3, 2002, as evidenced by the execution by the Owners of not less than two-thirds of the aggregate number of Lots of their approvals thereof, execution copies of which approvals are attached hereto.