

Box 1261

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ABSTRACTED	
SCANNED	

AMENDED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
DEER RIDGE TOWNHOMES

THIS DECLARATION, made on the date hereinafter set forth by C & D Properties L.L. C., a Wyoming Limited Liability Company hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Teton County, Wyoming, which is more particularly described as:

See Exhibit A

WHEREAS, Declarant is also the owner of other adjacent real property more particularly described as the North and South apartments (the "adjacent property") located along the East boundary of the Deer Ridge Townhomes property ;

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to the Deer Ridge Townhouse Homeowners Association, its successors and assigns.

Section 2. "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding contract sellers and others having any interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area is to be owned free and clear of all encumbrances by the Association at the time of the conveyance.

Section 5. "Limited common area" shall mean and refer to any portion of the common area (as defined above) reserved for the exclusive use and enjoyment of the owner of the associated lot subject, however, to the right of the association or its agents to enter upon said limited common area for the installation, repair, and maintenance upon said limited common area. "Limited common areas" are designated as LCA, followed by the number of the associated lot, on the plat.

Grantor: C & D PROPERTIES LLC ET AL
Grantee: THE PUBLIC
Doc 0441493 bk 335 pg 1155-1170 Filed at 2:08 on 06/18/97
V Jolynn Coonce, Teton County Clerk fees: 36.00
By LANI KAI MATTHEWS Deputy

Section 6. "Lot" shall mean and refer to any plot of land upon which a single townhome unit together with an attached single car garage is located as shown by number upon any recorded subdivision map of the properties, with the exception of the Common Area.

Section 7. "Unit" shall mean a townhome unit located on a lot.

Section 8. "Declarant" shall mean and refer to C & D Properties, their successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development."

Section 9. "Member" shall mean and refer to members of the Association.

Section 10. "Bylaws" shall mean and refer to the Bylaws of the Association.

ARTICLE II - PROPERTY RIGHTS

Section 1. Owner Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with title to every lot, subject to the following provisions:

a. The right of the Association to suspend the voting rights and right to use the recreational facilities by an owner for a period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulation.

b. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

c. The four parking spaces marked "reserved" on the Deer Ridge Townhomes First Addition Final Plat shall be for the exclusive use of Declarant's adjacent property.

d. The right of the Association to promulgate its bylaws, rules and regulations.

Section 2. Ownership. No unit may be subdivided into time shares, interval ownership, use periods or any similar property interest commonly considered to be within the general conception of timesharing. All renting, leasing or other arrangements whereby parties other than the owner and non-paying guests occupy a unit shall be pursuant to written lease (or similar) agreements and subject to this Declaration and Rules and Regulations. Owners may not lease units for initial term for less than thirty (30) days and all tenants and occupants shall be subject to such restrictions relating to parking, storage and pets as the Association may determine.

Section 3. Right of Entry. The Association and its employees shall have the right of entry to all lots, Limited Common Area, and the Common Area for the purpose of lawn, road and building maintenance.

Section 4. Parking Rights. Ownership of each Lot shall entitle the owner or owners thereof to the exclusive use of the parking spaces or garage stalls, which are designated for each unit. The Association shall permanently assign parking spaces to each lot according to the destinations shown on the plat for the properties.

Section 5. Snow Storage. During the winter season, snow plowed for the driveways and access areas may be stored anywhere on the common area except as otherwise provided herein; further, the Association may store snow on any portion of the Limited Common Areas. Snow will be stored in such a manner as to cause the least disruption in normal traffic and pedestrian access as determined by the Association, and in no event will snow be stored in any parking spaces or drive aisles as restricted by the conditions of approval of the original Conditional Use Permit for this development.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant while Declarant is a Class B member, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lots shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B members shall cease and shall be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a. when the total membership in Class A equals six (6) or
- b. on January 1, 2001.

Section 3. Declarant shall vote its Class B membership interest in order to protect its interest and investment in the property. The Association shall, and hereby does, waive any conflict of interest objection to actions taken by the Declarant either voting as a member of any Class or as a member of a board or committee of the Association.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the properties, hereby covenants, that each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The Annual and special assessments, together with interest at the rate of 12% per annum, costs, late charges up to 15% of any unpaid amount, and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property (the lot and the unit), against which each such assessment is made. Each such assessment, together with interest,

costs and reasonable attorney's fees, shall also be the joint and several personal obligation of each person who was the Owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to successors in title unless expressly assumed by them, provided that the applicable lot and unit shall continue to be fully subject to the lien for such unpaid assessments and all other related charges. The lien of any assessment shall be subordinate to the lien of any first mortgage.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to fund all obligations of the Association and to promote the recreation, health, safety, and welfare of the residents and owners of the properties and for the improvements and maintenance of Common Area, and of the exteriors of the buildings situated upon the properties.

Section 3. Regular Assessments. The regular assessments against all Lots within the property shall be based upon advance estimates of cash requirements by the Association to provide for the payment of all estimated expenses arising out of or connected with the maintenance and operation of the Common Area as well as the exteriors of the buildings situated upon the properties; which estimates may include, among other things, the expenses of management; taxes and special assessments unless or until units are separately assessed; premiums for all insurance which the Association is required or permitted to maintain hereunder; repairs and maintenance; wages of Association employees; utility charges; legal and accounting fees; any deficit remaining from a previous period; creation of a reasonable reserve fund for periodic maintenance repair and replacement; and any other expenses and liabilities which may be incurred by the Association for the benefit of all of the Owners or by reason of this Declaration. Such shall constitute the estimated Common Expense, and all funds received from Assessments under this paragraph shall be part of the Common Expense fund. Regular Assessments shall apply to or be assessed against Class A Members only.

The adjacent property shall have use of the four reserved parking spaces, maintained and plowed by the Association, and use of garbage disposal services. The Declarant shall be assessed and shall pay regular assessments equal to one townhome unit for such use.

In the event that the Common Expense fund is insufficient during any fiscal year for whatever reason, including non-payment of any Owner's Assessment, the Association may levy additional assessments in accordance with Section 6 of this Article, except that such assessment need not be approved by the Owners.

Section 4. Insurance. Said assessments shall also be utilized to provide insurance as follows:

a. The Association shall insure, or cause to be insured all structures, including the units, for their full insurable replacement cost (exclusive of land, foundation, excavation, and other items normally excluded from coverage), in the event of fire, vandalism, and extended coverage, and such other risk including flood and earthquake as the Board of Directors deems to be desirable, all with waivers of subrogation against owners and invitees.

b. The Association will insure any Association owned personal property for its full insurable value.

c. The Association will carry liability insurance, in an amount determined by the Board of Directors, covering bodily damage, personal injury, non-owned auto liability and comprehensive general liability.

d. The Association may carry a blanket bond to cover all directors and officers and employees in an amount determined by the Board.

e. The Association may carry directors and officers liability insurance in an amount determined by the Board.

f. The Association may carry any other insurance it deems desirable.

g. The Association shall review annually the coverage and policy limits of all insurance on the Project and adjust the sum at its discretion.

Section 5. Maximum Annual Assessments. Until January 1, 1997 the maximum annual assessment shall be \$1,020.00 per lot, which shall be payable monthly at a rate of \$85.00 per lot.

a. From and after January 1, 1997, the maximum annual assessment may be increased each year not more than 15% above the maximum assessment for the previous year, subject to clause (b) and section 6 below.

b. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 15% by a vote of a two-thirds (2/3) interest of each Class of members, at a meeting duly called for this purpose.

Section 6. Special Assessments for Capital Improvements. In addition to the regular assessments authorized above, the Association may levy, at any time and from time to time, upon the affirmative vote of two-thirds (2/3) of each class of members for special assessments payable over such periods as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to their respective undivided interests in the Common Areas. Notice in writing of the amount of such special assessment and the time for payment thereof shall be given promptly to the Owners. All funds received from assessments under this paragraph shall be part of the Common Expense fund.

Section 7. Individual Assessments. In addition to other assessments authorized under this Article, the Association may levy against any owner an Individual Assessment, payable to the Association over such periods as the Association may determine, for the purpose of paving, in whole or in part, the cost of replacing, repairing, cleaning, or otherwise correcting any damage to Units or Common Areas caused by the intentional or negligent act or omission of any such Owner, his family, guest, tenants, or invitee, except damages arising from normal wear and tear and damages.

Section 8. Notice and Quorum for any Action Authorized under Section 3, 4, 5, 6, 7. Written notice of any meeting called for the purpose of taking any action authorized under Section 3, 4, 5, 6, and 7 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast: sixty percent (60%) of all votes of each class or membership shall constitute a quorum.

If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. The above provision notwithstanding, if after two unsuccessful attempts to hold a meeting due to a lack of attendance by a sufficient number of Class A members to constitute a quorum, the Class B members shall be entitled to hold a meeting of the Association after giving at least 30 days notice, for the purpose of instituting and collecting annual assessments in accordance with Section 5 above.

Section 9. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 10. Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A property executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of issuance.

Section 11. Effect of Nonpayment of Assessments: Remedies of the Association, Jurisdiction and Value. All assessments are annual assessments; however, the Association may provide the collection of the same in monthly, quarterly, or semi-annual installments. Notwithstanding the foregoing, upon default in the payment of any one or more installments of the annual or any special assessment, the entire balance of the assessment may be accelerated at the option of the Association and be declared due and payable in full, immediately. Any assessment or fine not paid within thirty (30) days after due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot. Each Owner agrees that any legal dispute shall be resolved in the Justice Court or District Court of Teton County, Wyoming.

Section 12. Subordination of the Lien to Certain Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money loan evidenced by a first mortgage of record, including a deed of trust, and to any executory land sales contract, but only to the extent that Administrator of Veterans Affairs (Veterans Administration) or Federal Housing Administration is seller, or mortgagee, whether such contract is owned by the Veterans Administration or the Federal Housing Administration or its assigns, and whether such contract is recorded or not. The lien of such assessments shall be superior to any homestead exemption as is now or may hereafter be provided by Wyoming Law. The acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead exemption as against said assessment lien. Sale or transfer of any unit shall not affect the liens for said

charges. No sale or transfer, or cancellation or forfeiture of executory land sales contract shall relieve such lot from liability for any such charges thereafter arising or from the lien thereof.

ARTICLE V - ARCHITECTURAL CONTROL

Section 1. No building, fence, wall, porches, decks or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change including color scheme or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association. Owners shall not erect or maintain any fences in the Limited Common Areas at the rear of each unit. In the event said Board fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI - PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the townhome upon the Property and placed on or adjacent to the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall, shall be the responsibility of the Owners who make use of the wall in proportion to such use as determined by the Association.

Section 3. Destruction by Fire or Other Casually. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who, by his negligent or willful act causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE VII - ANIMALS

Section 1. No domestic animals or fowl shall be maintained on any lot with the exception of one generally recognized house (or yard) pet, such as a cat or dog. Such cat or dog shall at all times be restrained or leashed, and the owner

shall immediately remove any animal waste deposited by such animal in the common areas. In addition, this pet shall be subject to such limitations as may from time to time be set forth in the Rules and Regulations of the Association regarding noise levels or other nuisances. Barn yard animals of any type shall not be permitted. In the event of a violation of these provisions or the Rules and Regulations established by the Board of Directors of the Association, or the happening of any other nuisance involving an owner, lessee, or guest's animal, the Board shall have the right to demand immediate permanent removal of the animal from the Properties.

Section 2. Wildlife. Wildlife, other than birds, shall not be fed by the Tenants in order to prevent the wildlife from frequenting the Properties.

ARTICLE VIII - PROHIBITED STRUCTURES

Section 1. No house trailers, mobile home, tent teepees, truck camper, snowmobiles, recreational vehicles, shall be placed or maintained on the Properties, except those kept in the garage. All vehicles parked outside must have current registration.

Section 2. The term "trailer home" or "mobile home" as used herein shall mean any building or structure with wheels and/or axles and any vehicle, used at any time, or so constructed so as to permit it being used for the transport thereof upon the public streets or highways and constructed in a manner as to permit occupancy thereof upon the public streets or highways and constructed in a manner as to permit occupancy there of as a dwelling or sleeping place for one or more persons, and shall also mean any such building, structure or vehicle, whether or not wheels and/or axle have been removed, after such building, structure or vehicle has been placed either temporarily or permanently upon a foundation.

ARTICLE IX - SIGNS AND LIGHTS

Section 1. No signs of any character shall be placed or maintained on any lot within the Area except a sign identifying the owner or occupant of a lot which sign shall not exceed one (1) square foot; nor shall any "For Sale" or real estate signs be placed on any individual unit. Any exterior light must be so arranged so as to reflect the light away from the neighboring lots and away from the vision of passing motorists.

ARTICLE X - OUTSIDE ACTIVITIES

Section 1. No outside clothes lines or other clothes drying or airing facilities shall be permitted whatever. There shall be no exterior fires whatsoever, except barbecue fires contained within receptacle designed for such fires and such additional fires as may from time to time be permitted by the Association Rules and Regulations. A Unit Owner shall keep his patio and/or deck clean and sightly at all times and shall not use said patio and/or deck for storage, other than a barbecue grill, except with the express written approval of the Board of Directors.

ARTICLE XI - WASTE AND TRASH DISPOSAL

Section 1. All garbage and trash shall be placed and kept in covered containers which shall be maintained so as not to be visible from neighboring lots. Each owner, tenant and guest is responsible for placing trash and refuse in

tied plastic bags in the trash collection containers provided by the Association. Only ordinary household trash may be discarded in the provided containers. No lumber, broken furniture, automotive lubricants, or flammable materials of any type are allowed to be discarded on the site. The collection and disposal of garbage and trash shall be in strict compliance with such Rules and Regulations as may be adopted by the Association, which may provide for common collection points. The maintenance of accumulated waste plant materials is prohibited. The cost of garbage and trash collection shall be paid by each Owner, in accordance with the billing of the collector, unless the collector requires the Association to be the entity responsible for making the payment, in that event the necessary amounts will be added to each month's assessments for each lot.

ARTICLE XIII - EXTERIOR MAINTENANCE

Section 1. Common Area. The Association shall maintain the Common Area and all structures.

Section 2. Lots. The Association shall provide exterior maintenance upon each lot as follows: paint, stain, repair, replacement and care of roofs, gutters, down spouts, exteriors building surfaces, drives, fences, decks, trees, shrubs, grass, and other exterior improvements. Such exterior shall not include foundations or glass surfaces.

In the event that any owner, after obtaining approval of the Board of Directors, places improvements upon his Lot which increase the cost of maintaining such lot, such additional cost shall be added to and become part of the assessment to which owner's lot is subject.

Section 3. Additional Liability. In the event that the need for exterior maintenance or repair of any part of the Property, of the improvements thereon is caused through willful or negligent acts of an owner, his family, guests, invitee, or tenants, to the extent the cost thereof is uninsured, such cost shall be added to and become part of the assessment to which such owner's lot is subject.

ARTICLE XIV - GENERAL RULES AND REGULATIONS

Section 1. No open storage of personal property, of whatever size, including but not limited to boats, campers, trailers, recreational vehicles, snowmobiles, or inoperable motor vehicles, shall occur, as restricted by the conditions of approval of the original Conditional Use Permit for this development.

Section 2. No owner or occupant shall make or permit any disturbing noise to be made in any Townhome by himself, his family, guests, tenants, or other invitee, nor do or permit anything to be done by such persons that would interfere with the rights, comforts or convenience of neighboring owners or occupants. No owner or occupant shall play or allow to be played any musical instrument, radio, TV, hifi, tape recorder, stereo or the like in the Common Area or in any Townhouse between the hours of 10:00 p.m. and the following 8:00 a.m. if the same shall disturb or annoy neighboring owners or occupants. Children shall not be permitted to loiter or play unattended on the parking areas or other common areas, except on the grounds or areas designated by the Association.

Section 3. Nothing, particularly cigarette butts, shall be thrown or

emptied by the owners, or their family, guest tenants, or invitees, out of the windows or doors, or in the common areas, nor shall anything be hung outside of the windows or in patios so as to be visible from an exterior view of the building other than hanging plants.

Section 4. Water shall be not left running for any unreasonable or unnecessary length of time in any of the Townhomes or in any of the Common Area.

Section 5. No owner or occupant shall interfere in any manner with any portion of central utility lines, appurtenances running underneath a Townhome or through any party wall or roof structure. Any utility services or other types of elements which are utilized in common, such as, but not limited to, sewer or water lines, shall be maintained, repaired and replaced, as needed, by the Association. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests, or invitees, the cost of such maintenance or repairs shall be added to and becomes a part of the assessment to which such Lot is subject.

Section 6. Owners and occupant shall not install or operate in the Units any machinery, or equipment (other than kitchen appliances and washing machines or dryers), or use any illumination other than electric light, or use or permit to be brought into any building any inflammable oils or fluid or other explosives or articles deemed hazardous to life, limb or property.

Section 7. The directors of the Association, or its manager or managing agent, may retain a pass key to each Townhome. No owner or occupant shall alter any lock or install a new lock on any door leading into the Townhome of such owner without the prior consent of the Association. If such consent is given, the owner or occupant shall provide the Association with a key for use by it or by its manager or managing agent.

Section 8. It is the responsibility of each unit owner and tenant to keep the interior of his unit above freezing point in wintertime. Failure to do this will result not only in the freezing of the pipes within the unit, but also the freezing of the water main to other units that run in the crawl space under the unit. A unit's owner or tenant who fails to keep his unit above freezing point, and who thereby causes damage to the Association property and to the property of other unit owners will be liable to the Association and such other owners for the value of any damage done.

Section 9. Notwithstanding anything herein contained to the contrary, each Lot Owner shall have the responsibility to maintain, repair, replace, and keep in a clean, safe, and sanitary condition, at such Lot Owner's expense, all portions of the Owner's Lot.

Section 10. Parking Area Regulations. Tenants shall park vehicles only in designated areas. Each unit has two assigned parking spaces--the garage and one outdoor space-- as designated on the final plat map. No vehicle belonging to an owner or to a member of his family or to his tenants, guests or invitees shall be parked in such a manner as to impede snow removal, or prevent ready access to other parking spaces assigned to other persons, not shall owners park in those parking spaces assigned as guest parking. Abandoned cars will be removed by the Association (a car not currently licensed will be deemed abandoned). No vehicle shall be left standing in a parking area in a non-operative condition, nor shall there be any repairs, maintenance or lubrication of vehicles done in the parking areas. The Association or its

manager or managing agent may impose reasonable limitations or restrictions on parking in the parking areas in order to accommodate snow removal, maintenance or other purposes. If occupants do not comply with these requests after reasonable notice, cars will be towed at owners expense.

ARTICLE XV - GENERAL PROVISIONS

Section 1. Enforcement. The Association or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Indemnification. The Declarant, Board of Directors, officers, or members of any committee shall not be liable to any party for any acting or inaction with respect to any provision of these covenants or Rules and Regulations, provided such individuals acted in good faith. All such individuals shall be indemnified and held harmless by the property owners from liability, damages, and expenses, including reasonable attorney's fees, for any decision or action they may make while acting in good faith within the scope and course of their duties.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 4. Duration and Amendment. The covenants and restriction of this Declaration shall run with the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of the(10)years. The Declaration may be amended during the first twenty (20) years period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded in the Office of the County Clerk of Teton County, Wyoming and as long as there is a Class B membership, any amendment hereto will require the prior approval of the Federal Housing Administration of the Veterans Administration, if such agencies are involved in the long term financing of units within this development.

Section 5. Easements. Easements in, over, across and above the Common Area are hereby reserved by the Developers for utility and construction purposes, and such other uses and purposes as the Developer may deem necessary or appropriate for the service of and to the properties. The Developer reserves the exclusive right to create and assign any and all of said easements and rights. If ingress or egress to any residence is through the common area, any conveyance or encumbrance of such area is subject to lot owner's easement.

Section 6. Captions, Gender, and Grammar. The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope and intent of this Declaration or any provision hereof. The Singular wherever used shall be construed to mean the plural whenever applicable or vice versa, and necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, etc., shall be assumed in each case as though made.

Section 7. FHA / VA Approval. As long as there is Class B Membership, the following actions will require the prior approval of the FHA or the VA: annexation of additional properties, dedication of common area, amendment of this declaration of covenants, conditions and restrictions.

ARTICLE XVI

Section 1. Lots Subject to Declaration, Bylaws, Rules, and Regulations.

All present and future Lot Owners, tenants, mortgagees, and occupants of Lots, where applicable, shall be subject to and shall comply with the provisions of this Declaration and the Bylaws as they may be amended from time to time, and to any Rules and Regulations which may be adopted by the Association. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of a Lot shall constitute agreement that the provisions of these Declarations, Bylaws, and Rules and Regulations which may be accepted and ratified by such Lot Owner, tenant, occupant, or mortgagee; and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Lot as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant and Owners herein, have duly executed this Amended Declaration this 5th day of June, 1997.

C & D Properties L.L.C., a Wyoming Limited Liability Company

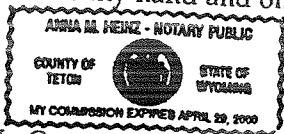
Donna Martin
Donna Martin, Co-Manager

Cliff Martin
Cliff Martin, Co-Manager

STATE OF WYOMING)
) ss.
COUNTY OF WYOMING)

The foregoing instrument was acknowledged before me by Donna Martin and Cliff Martin, this 5th day of June, 1997.

Witness my hand and official seal.



My Commission Expires: 4/29/2000.

Anna M. Heinz
Notary Public

Unit #1

Virginia Norene Highleyman
Virginia Norene Highleyman

STATE OF WYOMING)
) ss.
COUNTY OF WYOMING)

The foregoing instrument was acknowledged before me by Virginia Norene Highleyman, this 11th day of June, 1997.

Witness my hand and official seal.



Anna M. Heinz
Notary Public

My Commission Expires: 4/29/2000.

Unit #2

H. J. Bressler

STATE OF WYOMING)
) ss.
COUNTY OF WYOMING)

The foregoing instrument was acknowledged before me by H. J. Bressler, this ___ day of _____, 1997.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Unit #3, Unit #4, Unit #7, Unit #8, Unit #9,
Unit #10, Unit #11, Unit #12

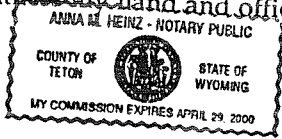
Donna Martin
Donna Martin

Cliff Martin
Cliff Martin

STATE OF WYOMING)
) ss.
COUNTY OF WYOMING)

The foregoing instrument was acknowledged before me by Donna Martin
and Cliff Martin, this 14th day of June, 1997.

Witness my hand and official seal.



Anna M. Heinz
Notary Public

My Commission Expires: 4/29/2000.

Unit #5

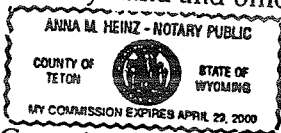
Deanne Kathleen Despain
Deanne Kathleen Despain

Edmund Governor Carrigan
Edmund Governor Carrigan

STATE OF WYOMING)
) ss.
COUNTY OF WYOMING)

The foregoing instrument was acknowledged before me by Deanne
Kathleen Despain and Edmund Governor Carrigan, this 14th day of June,
1997.

Witness my hand and official seal.



Anna M. Heinz
Notary Public

My Commission Expires: 4/29/2000.

Unit #6

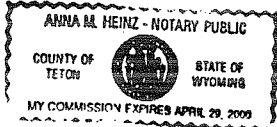
Margaret B. Hubbard
Margaret B. Hubbard

Robert L. Goodrick
Robert L. Goodrick

STATE OF WYOMING)
) ss.
COUNTY OF WYOMING)

The foregoing instrument was acknowledged before me by Margaret B. Hubbard, this 14th day of June, 1997.

Witness my hand and official seal.



Anna M. Heinz
Notary Public

My Commission Expires: 4/29/2000.

STATE OF WYOMING)
) ss.
COUNTY OF WYOMING)

The foregoing instrument was acknowledged before me by Robert L. Goodrick, this 14th day of June, 1997.

Witness my hand and official seal.



Anna M. Heinz
Notary Public

My Commission Expires: 4/29/2000.