

2004
AMENDED AND RESTATED

DECLARATION

of

COVENANTS, CONDITIONS, AND RESTRICTIONS

for

WILLOWBROOK SUBDIVISION

November 1, 2004
Jackson Hole, Wyoming

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This Amended and Restated Declaration of Covenants, Conditions and Restrictions regulating and controlling the use and development of certain real property as hereinafter described was made to be effective the 1st day of November, 2004, as an amendment and restatement of the instrument original filed by **WILLOWBROOK ASSOCIATES LIMITED PARTNERSHIP**, a Wyoming Limited Partnership, P.C. Development being the Managing General Partner, hereinafter referred to as "Declarant", the owner or beneficial owner of Lots 1 through 28 of **WILLOWBROOK SUBDIVISION** in accordance with the plat filed for record on the 18th day of September, 1989, in Teton County, Wyoming, as Plat No. 671, and which shall hereinafter be referred to as the Property. The Property contains significant wildlife habitat and is of high scenic and natural value, and Declarant is adopting the following Covenants, Conditions and Restrictions to preserve and maintain the natural character and value of the Property for the benefit of all owners of the Property or any part thereof. The Declaration was later amended, and this instrument is the 2004 Amended and Restated Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the property described shall be owned, held, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner of any part thereof

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to **WILLOWBROOK OWNERS ASSOCIATION**, a Wyoming Non-Profit Corporation, and its successors and assigns.

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

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of certain of the lot owners. The common area to be owned by Association at the conveyance of the first lot shall be Lot 28 as described on the subdivision plat

Section 4. "Common Roads" shall mean the private roadways within the Property which provide access to individual lot lines.

Section 5. "Common Services" shall mean the roadway maintenance and snow removal services for the common roads and shared access road, utility line maintenance and repair services for utility lines located in the rights-of-way of such roads and landscape maintenance of Common Area and Landscape Buffer Areas.

Section 6. "Declarant" shall mean and refer to **WILLOWBROOK ASSOCIATES LIMITED PARTNERSHIP**, a Wyoming Limited Partnership, P.C. Development being the Managing General Partner, their successors and assigns.

Section 7. "Development" shall mean any alterations of the natural land surface, and all buildings, structures or other site improvements placed on the land to accommodate the use of a lot.

Section 8. "Landscape Buffer Areas" shall mean areas on a lot as identified on the subdivision plat containing berms, waterways, and plantings subject to common services designed to screen and protect the property from adjacent uses which may be detrimental to property values.

Section 9. "Lot" shall mean and refer to any of the single family residential plots of land described above and shown upon that certain recorded subdivision plat of the Property filed by the Declarant in the Office of the Teton County Clerk, with the exception of Lot 29.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, including contract buyers and owners of a beneficial interest, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Principal Residence" shall mean the single family residential structure, constructed on any lot of the Property, which is the principal use of such lot, and to which other authorized structures on such lot are accessory.

Section 12. "Property" shall mean and refer to that certain real property known as **WILLOWBROOK SUBDIVISION**, in accordance with the Plat filed for record on the 18th day of September, 1989, in Teton County, Wyoming, as Plat No. 671, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, excepting Lot 29.

Section 13. "Shared Access Road" shall mean the private roadway which provides access from the Teton Village Road (Wyoming State Secondary Road 390) to the boundary lines of the Property.

Section 14. "Structure" shall mean anything built or placed on the ground, excluding fences.

Section 15. "Willowbrook Subdivision" shall mean and refer to the subdivision or development known as **WILLOWBROOK SUBDIVISION**.

ARTICLE II

SPECIAL STATUS OF LOT 29

As hereinabove set forth, Lot 29 of Willowbrook Subdivision is not subject to the Covenants, Conditions and Restrictions hereinafter set forth. Lot 29, however, is subject to the following restrictions:

(a) The sole access for Lot 29 of Willowbrook shall be to Wyoming State Secondary Highway 390 (the Teton Village Road) by way of the Bar J Chuckwagon Roadway as shown on the recorded plat of Willowbrook Subdivision. Lot 29 shall have no other access to or from the said State Secondary Highway 390.

(b) Lot 29 of Willowbrook shall have no access to or from Willowbrook Lane, as said lane is shown on the recorded plat of Willowbrook Subdivision. Such access is specifically prohibited.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' 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 the title to every lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable assessments for the use and maintenance of the Common Area hereinafter set forth.
- (b) The right of the Association to establish rules and regulations, including speed limits, for the use of the Common Area and to impose reasonable sanctions for violations of published rules and regulations.
- (c) 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 members. No such dedication or transfer shall be effective unless an instrument signed by the Declarants or by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of the Association of Use. Any owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the common area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

ARTICLE IV

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

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

Section 2. Voting Rights. The Association shall have one class of voting membership. The members shall be all owners with the exception of the Declarants and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE V

STATUS OF OWNERS; BOARD OF DIRECTORS

Section 1. Legal Status. The Owners do not constitute an association or entity of any kind, and the sole legal entity created hereunder is the Association. The name of the Association shall

be the name in which contracts shall be entered into, title to property shall be acquired, held, dealt in and disposed of, bank accounts shall be opened and suit shall be brought and defended by the Association, through the Board of Directors or officers thereof on behalf of and as agents for the Owners in the manner specified in this Declaration, the charter, the bylaws or by applicable law

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

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

Until December 31, 1990, or until 75% of the lots have been sold and title transferred to owners, whichever occurs first, the Declarant reserves the right to appoint and remove all members of the Board and to exercise the powers and responsibilities otherwise assigned by the Declaration of the Association. By express written declaration, Declarant shall have the option to at any time turn over to the Association the total responsibility for electing and removing members of the Board.

Section 4. Authority and Duties. The duties and obligations of the Board and rules governing the conduct of the Association shall be as set forth in the Articles of Incorporation and the Bylaws of the Association as they may be amended from time to time. Owner shall not violate any rules and regulations which have been adopted by the Board of directors and furnished in writing to the owners. Fines and other penalties for violations of this Declaration or said rules and regulations may be imposed and enforced (by special assessment hereunder or otherwise) by the Board of Directors. Owners may be held responsible for acts of their tenants and invitees.

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

(1) shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith;

(2) shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such;

(3) shall have no personal liability in tort to any Owner or any person or entity, except for their own willful misconduct or bad faith.

(4) shall have no personal liability arising out of the use, misuse or condition of the Property which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

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

(1) Annual assessments or charges; and

(2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the entity or person who was the owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the property and for the improvement and maintenance of the Common Area, to include road maintenance and utility line maintenance, landscape maintenance, Association employees' wages, mailing costs and other related expenses incurred on behalf of the Association.

Section 3. The Board shall prepare an annual budget estimate for Common Services and administration of the Association and fix the amount of the Annual Assessment based upon its estimate. Such annual budget shall be prepared and approved by the Board at least thirty (30) days in advance of each Annual Assessment period.

Section 4. Special Assessments for Capital improvements. In addition to the annual assessments authorized above, the association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of one-half ($\frac{1}{2}$) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4 Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) day nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis. Lots owned by the Declarant shall not be assessed or required to pay assessments until sold by either a deed or contract.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots subject to assessment on the first day of the month following the conveyance of the first lot. The first annual assessment for lots purchased thereafter shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the 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.

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

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

Section 10. Common Area Assessment. There shall be set aside not less than ten percent (10%) of the regular annual assessment for the sole purpose of maintaining the Common Area and Landscape Buffer Areas as approved by the Association. The Association shall have the obligation of clearing bushes and shrubs and the limbing of trees at the intersection of Willowbrook Lane and Wyoming State Secondary Highway 390 for the purpose of improving and/or maintaining the sight distance. Fences between the Property and adjoining agricultural uses shall be maintained by the Association.

(Needs to be reviewed)
Section 11. Transfer Fee. At the closing of each sale or exchange of a Lot, whether improved or unimproved, the new record owner(s) shall be responsible for the payment to the Association of a transfer fee of \$5,000, to be added to the capital and/or operating funds of the Association. The transfer fee shall be paid to the Association at the time of the sale by the closing agent or, in the event of a disposition of a Lot as to which a closing agent is not employed, directly by the new record owner(s). In the event of non-payment of the transfer fee, the Association shall have a lien against the Lot sold or exchanged, as provided in this Declaration. No transfer fee shall be paid upon the conveyance of any Lot (or interest therein) by:

- (i) gift (including a gift in trust), bequest, devise, or inheritance,
- (ii) transfer to a corporation, partnership, limited liability company or other entity as a contribution to capital, or to a revocable trust for the family of the transferor(s), or
- (iii) transfer on foreclosure (including transfer of title in lieu of foreclosure).

ARTICLE VII

ARCHITECTURAL STANDARDS

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

- (a) The site committee shall consist of the Board of Directors of the Association for their respective terms of office.

Section 2. Initial Site Committee. The members of the initial site committee shall be Thomas L. Clinton, Michael E. Potter and Peter H. Wright-Clark.

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

Section 4. Site Committee; Meetings; Action; Expenses. The site committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of any two (2) members shall constitute an act by the site committee unless the unanimous decision of its members is otherwise required by the Willowbrook Covenants. The site committee shall keep and maintain a record of all action from time to time taken by the site committee at such meetings or otherwise. Unless authorized by the Association, the members of the site committee shall not receive any compensation for services rendered. All members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any site committee function.

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

Section 6. Non-Waiver. The approval by the site committee of any plans, drawings or specifications for any work done or proposed, or in connection with any other matter requiring the approval of the site committee under the Willowbrook Covenants, shall not be deemed to

constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification or matter whenever subsequently or additionally submitted for approval.

Section 7. Estoppel Certificate. Within thirty (30) days after written demand therefore is delivered to the site committee by any owner, and upon payment therewith to the Association of a reasonable fee from time to time to be fixed by the Association, the design committee shall record an estoppel certificate executed by any two (2) of its members, certifying with respect to any lot of said owner, that as the date thereof either (a) all improvements or other work made or done upon or with said lot by the owner, or otherwise, comply with the Willowbrook Covenants, or (b) such improvements and/or work do not comply, in which event the certificate shall also (1) identify the noncomplying improvements and/or work, and (2) set forth with particularity the cause or causes for such noncompliance. Any purchaser from the owner, or mortgagee or other encumbrancer shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, Declarants and all owners and such purchaser, mortgagee or other encumbrancer.

Section 8. Liability. Neither the site committee nor any member thereof shall be liable to the Association or to any owner or project committee for any damage, loss or prejudice suffered or claimed on account of (a) the approval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development, or manner of development, of any property within Willowbrook or (d) the execution and filing of an estoppel certificate pursuant to Section 7 above, of this Article, whether or not the facts therein are correct, provided, however, that such member has, with the actual knowledge possessed by him, acted in good faith. Without in any way limiting the generality of the foregoing, the site committee, or any member thereof, may, but is not required to, consult with or hear the Association or any owner with respect to any plans, drawings or specifications, or any other proposal submitted to the site committee.

ARTICLE VIII

DESIGN STANDARDS

Section 1. General Standards. The following standards and restrictions are applicable to the construction, remodeling, alteration and exterior refinishing of any and all improvements and site preparation upon each lot.

Section 2. Design Character.

- (a) All improvements shall be of new construction. Prebuilt, component, or modular construction shall not be allowed.
- (b) Exterior materials shall be new material except for architectural detailing which may utilize used materials provided that used materials may be approved for barns and other outbuildings.
- (c) Exterior finishes shall be semi-transparent or heavy bodied stains, or pigmented or clear non-glossy preservatives. Glossy painted finishes shall not be permitted. All exposed metals shall have a dull colored finish, or shall be flat color anodized or painted
- (b) Exterior colors shall be subdued. Color samples, on pieces of all exterior materials and roofing materials to be used, shall be submitted to the site committee for approval

Section 3. Building Design.

- (a) Not more than one single family residence shall be constructed on any residential site. A detached guest house, garage facilities and associated outbuildings, not to exceed a total of three structures, may be permitted if of similar design character to the principal residence.
- (b) The minimum floor area of any single family residence shall be not less than 2,500 square feet, exclusive of a garage, carport or unenclosed porches or decks and a maximum floor area of 8,000 square feet. Each principal residential structure shall have as a minimum an attached or detached two-car garage. Guest houses shall comply with the requirements of the Teton County Comprehensive Plan as it shall exist from time to time
- (c) The maximum building height of any structure shall not exceed 30 feet. All heights shall be measured at any cross section of the structure from undisturbed original grade to the highest point of the structure immediately above. Minor projections such as chimneys or other structures not enclosing habitable space, but not including solar collectors, shall not be excluded in determining the maximum height.
- (d) Roofs shall have a minimum pitch of four feet in twelve feet. All primary roofs shall have a minimum overhang of two feet. Solar collectors shall not be considered to be roofs. Roofs shall be shake shingles, or slate.

(e) Exposed foundations of concrete or masonry construction shall not have an exposed surface which exceeds a height of 8" above finished grade, unless approved by the site committee.

(f) Solar collectors may be of any construction, materials or pitch required for efficient operation, but they shall not be placed on any structure in a manner which causes objectionable glare to any neighboring residence. Solar collectors shall be integrated into the structure of a residence, garage, carport or accessory building and shall not be free-standing. Solar collectors shall be permitted only upon specific approval of the site committee.

Section 4. Site Design.

(a) Building envelopes for each residential Lot are designated on the map attached hereto as Exhibit "A" and by this reference made a part hereof. No structure may be constructed or placed outside of the building envelope with the exception of necessary and approved driveway and access structures. Building envelopes may be relocated only with the approval of the Board and the owners of immediately adjacent lots.

(b) Finish grading on all buildings shall assure drainage of surface water from the buildings and avoid concentrating runoff onto adjacent properties. For a distance of ten feet a minimum fall of six inches in ten feet shall be provided at the perimeter of all buildings which have impervious surfaces and one inch in ten feet for impervious surfaces. The entire site shall have positive drainage to common open space or right-of-way and shall utilize swales as required.

(c) Landscaping shall be required for all areas of each Lot from the paved road edge to each structure and shall be regularly maintained. In the event any landowner shall fail to maintain the required landscaping, the Board shall have the right to provide the required maintenance and assess the cost thereof to the property owner as an additional assessment subject to becoming a lien. A landscape plan shall be provided to the Site Committee along with Architectural drawings and will be part of the review process

(d) Fencing shall comply with the following requirements:

(1) No boundary fences around the exterior lot lines of any lot, or around the perimeter of any building envelope shall be permitted. The following are the only fences permitted on any lot, which shall be within the building envelope:

- (i) Privacy fences shall be permitted immediately adjacent and contiguous to structures, provided that the construction and location shall have been approved by the Board ;
 - (ii) Fences around tennis courts or swimming pools are permitted provided that the size and construction type shall have been approved by the Board; and
 - (iii) A dog run shall be permitted provided that the size, construction and location shall have been approved by the Board.
- (e) Exterior lighting fixtures shall not cause glare to any adjacent lot.
- (f) Utilities shall be installed underground. No antenna or satellite dish shall be installed on any structure or lot so that it is visible from any other lot and there shall be no visible roof antenna.

ARTICLE IX

LAND CLASSIFICATIONS, USES AND RESTRICTIVE COVENANTS

Section 1. Land Classifications. All land within Willowbrook has been classified into the following areas:

- (a) Residential;
- (b) Common area;

Section 2. General Restrictions. The following general restrictions shall apply to all land, regardless of classification:

- (a) No building, structure, sign, fence, refinishing or improvement of any kind shall be erected, placed or permitted to remain on any structure, lot or tract, and no excavation or other work which in any way alters any lot from its natural or improved state existing on the date such lot was first conveyed in fee by Declarants to an owner shall be erected, placed, done or permitted to remain on any structure, lot or tract until the plans, specifications and exterior material samples and color selections therefore and landscape plan have been approved in writing and a building permit has been issued by the site committee. Plans for buildings for the refinishing or improvement of the same shall

include scaled floor plans, exterior elevations indicating height, a list of exterior materials, a site plan and landscape plan. Plans and elevations shall clearly show all external features and materials for all structures. They shall show garages, porches, decks, stoops, chimneys, vents, doors and windows, trim and special architectural features. Site plans shall show the elevations of finished floors and existing and finished grades, existing trees or shrubs, and shall show the entire site and the location of all rights-of-way, easements, buildings, decks, driveways, parking areas, fences and utilities. The landscape plan shall show tree and shrub plantings, lawn areas, areas to be irrigated, berming, and other features. Specifications shall describe all exterior finishes.

(b) The sum of one hundred and no/100 DOLLARS (\$100.00) for each residential lot shall be submitted, along with the proposed building, site or alteration plans to the design committee to cover the expenses of reviewing said plans. Said amount may be increased from time to time by the site committee rules.

(c) Two copies of any proposed plans and related data shall be furnished to the site committee, one of which may be retained by the site committee for its records. Any approval given by the site committee shall not constitute a warranty, express or implied, of compliance with any applicable building or safety codes or for any other purposes other than the authority for the person submitting the plan to commence construction.

Section 3. Residential Area; Uses; Restrictions.

(a) Each residential lot shall be used exclusively for residential purposes, and no more than one family (including its servants and transient guests) shall occupy such residence, provided, however, that nothing in this subparagraph (a) shall be deemed to prevent

(1) Construction of guest houses in accordance with these Covenants.

(2) Use of a residence as an office for a self-employed individual conducting business via electronic means or via mail, or as a commercial business, provided that any required Teton County permit has been duly obtained and is in effect. No such permitted business shall have any employee present on the premises other than the self-employed individual, and no such permitted business shall generate more than five clients or sales representative visits per day. In no event shall any display, advertising or sign of any kind for any business use be erected or placed, either temporarily or permanently, anywhere upon a lot or any structure. This subsection shall not prohibit the business conducted on one lot which has previously been specifically approved in writing by the Board of Directors, but

such business may not be expanded beyond those specific approved terms.

(3) The leasing of any lot from time to time by the owner thereof, subject, however, to all of the restrictions as may be adopted from time to time by the Association.

(4) The rental of the principal residence to groups on a week to week basis only and to families on a week to week or longer basis, subject to such further restrictions, rules or regulations as may be approved by the B-Board of the Association.

(b) Each residential lot, and any and all improvements from time to time located thereon, shall be maintained by the owner thereof in good condition and repair, and in such manner as not to create a fire hazard, all at such owner's sole cost and expense

(c) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other owners in the enjoyment of their lots, or in their enjoyment of common areas. In determining whether there has been a violation of this paragraph recognition must be given to the premise that owners, by virtue of their interest and participation in Willowbrook are entitled to the reasonable enjoyment of the natural benefits and surroundings of Willowbrook. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the lots and improvements located thereon, shall be placed or used upon any lot.

(d) No domestic animals or fowl shall be maintained on any lot other than not more than two generally recognized house or yard pets, provided, however, that such animals shall at all times be restrained or leashed and provided further that subject to the provisions of subparagraphs (a) and (c) above, and subject to such limitations as may from time to time be set forth in the Bylaws of the Association, which may reduce the allowable number, restrict the type of pet, or require that such pets be confined indoors. Horses shall not be permitted to be kept or maintained on any lot. If any animals are caught or identified chasing or otherwise harassing livestock, wildlife or people, the Board shall have the authority to have such animal or animals impounded at any available location, and shall assess a penalty against the owner of such animal or animals of not more than fifty dollars (\$50.00) plus all costs of impoundment. If any such animal or animals are caught or identified chasing or harassing wildlife, livestock or people a second occasion, the Board shall have the authority to have such animal or animals impounded or

destroyed, the determination of disposition being the sole discretion of the Board. In the event that such animal or animals are not destroyed, the Board shall assess a penalty of not more than one hundred dollars (\$100.00) per animal, plus costs of impoundment. No owner of any animal or animals impounded or destroyed for chasing or harassing livestock, wildlife or people shall have the right of action against the Board or any member thereof, for the impoundment or destruction of any such animal or animals

(e) No signs whatsoever, including but without limitation, commercial, political and similar signs, visible from neighboring property, shall be erected or maintained upon any lot, except:

(1) Such signs as may be required by legal proceedings;

(2) Standardized residential identification signs of a combined total face area of three square feet or less for each residence, and signs used in connection with facilities of a directory, informational or instructional nature; see Exhibit C.

(3) During the time of construction of any residence or other improvement, job identification signs having a maximum face area of six (6) square feet per sign and of the type usually employed by contractors, subcontractors and tradesmen;

(4) "For sale" and "for rent" signs are not allowed on any of the Property, provided that an "open house" sign on a lot, having a maximum surface area of three square feet, may be utilized during the daylight hours of the day of such open house; and

(5) Such residential identification signs to be placed in common areas associated with each living unit area, as the homeowners within that area determine appropriate and feasible.

(f) No house trailer, mobile home, tent, tepee or similar facility or structure shall be kept, placed or maintained upon any lot at any time; provided, however, that the provisions of this subparagraph shall not apply to temporary construction shelters maintained during, and used exclusively in connection with, the construction of any work or improvement permitted by these covenants. No person shall reside in or live in such temporary construction shelters or facilities unless application is made therefore and approved by the site committee.

(g) No trailer of any kind, truck camper or boat shall be kept, placed or maintained upon any lot in such a manner that such trailer, truck camper, or boat is visible from neighboring property, unless the same is approved as a temporary construction or facility as provided above.

(h) No accessory structures, buildings, garages or sheds shall be constructed, placed or maintained upon any lot prior to the construction of the main structure of the residence, provided, however, that the provisions of this subparagraph shall not apply to temporary construction shelters used exclusively in connection with the construction of the main structure or to the guest house which may be constructed in advance of the primary residence and occupied for no more than 2 years prior to completion of the primary residence.

(i) All garbage and trash shall be placed and kept in covered containers which shall be maintained so as not to be visible from neighboring property. The collection and disposal of garbage and trash shall be in strict compliance with such rules as may be adopted by the Association, which may provide for common collection points. 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.

(j) Outside clothes lines or other outside clothes drying or airing facilities shall be maintained exclusively within a fenced service yard and shall not be visible from neighboring lots or any other lots located within the subdivision, unless approved by the design committee.

(k) There shall be no exterior fires whatsoever except barbecue fires contained within receptacles therefore and such fires as may from time to time be permitted by the Association rules. The burning of trash, organic matter, or miscellaneous debris shall be prohibited whether in the open or in trash burning receptacles, except where approved and authorized by the Association rules.

(l) An Owner shall not permit designated parking spaces to be used for purposes other than to park vehicles. The Board shall have full power and authority to regulate the parking and storage of cars and any and all motor homes, recreational vehicles, boats, bicycles, motorbikes, motorcycles, trailers and other similar vehicles and equipment, and to regulate the use of roadways by imposing and enforcing speed limits and other restrictions, all with full power and authority to impose and enforce (by special assessments hereunder or otherwise) fines and other penalties for violations of such

regulations.

(m) Each residential building shall be connected to the water supply system and such community system shall conform to all applicable standards of the State of Wyoming, Teton County or any other regulatory agency.

(n) Each residential building shall be connected to the community sewage disposal system at the owner's sole expense, the community and such sewage disposal system shall conform to all applicable standards of the State of Wyoming, Teton County or other regulatory agency. No outdoor toilets shall be permitted; except for a six (6) month period during construction. Private sewage disposal systems will be allowed until such time that the community system is operational.

(o) The common roads on the Property shall be private roads at all times, and each lot owner shall be responsible for an equal portion of the snow removal and maintenance costs for said roads. Bushes and shrubs shall be cleared and large trees limbed within the road and highway rights-of-way to improve sight distance, with related costs being common costs.

(p) No mining or other mineral extraction or development activities shall be permitted on any lot, including the removal of gravel; provided that excavation for landscape purposes may be permitted with the prior written approval of the Board.

(q) Lot owners shall take all actions necessary to control noxious weeds as defined by the Teton County Weed and Pest Control Board and/or the Board. Because the timing for effective control of noxious weeds is very critical, if a lot owner fails to respond immediately to a written request for weed control from the site committee, the Board shall have the right to contract for such control services and the company so contracted shall have the right to enter upon any such lot to treat noxious weeds without any liability for trespass. In the event that the Board provides for noxious weed treatment as described herein, the owner of a lot treated for noxious weed control shall pay all costs incurred by the Board.

(r) There are four (4) irrigation ditches which are located on the Property. The irrigation ditches are identified on the subdivision plat of the Property. It is essential to keep these ditches flowing freely, to avoid flooding problems caused by blockage. The owner of any lot upon which any irrigation ditch is located shall not take any action to plug or impede the flow of such ditch. If possible, the owner of any such lot shall clean out any debris which collects in the ditch located on such lot. Any such lot owner shall

promptly notify the Board of any animals such as beaver who are plugging a ditch so that the site committee can take necessary control actions. No pesticides or other noxious or dangerous chemicals shall be put into or allowed to enter irrigation ditches or waterways

(1) Irrigation Water. The Declarant has elected to retain the water rights associated with the Pioneer Ditch held under State of Wyoming Permit Mo. 8643 on the Property and pass a proportionate share of those water rights to each lot owner with purchase of a lot. In order to provide for the orderly use of the water and maintenance of this ditch and appurtenant facilities, the Chairman of the Board (or, in his/her absence, any member of the, Board) shall act as a Water Steward. The Water Steward shall work with the lot owners concerning their use of the water and act as spokesman for the lot owners in dealing with other land owners outside the Property, concerning the "use" of the water flowing through the Pioneer Ditch; and any "disputes" either between lot owners or between lot owners and other property owners outside of the subdivision involving the quantity of water being used, diversion methods or any other matter relating to the use of the water shall be resolved by the Water Steward as he/she deems to be in the best interest of all parties, provided any decision shall be consistent with state water law, if relevant. All lot owners eligible to use the water from the Pioneer Ditch shall be responsible for paying their proportionate share of the costs of maintaining the Pioneer Ditch and appurtenant facilities, within and outside the Property. The Water Steward shall determine from time to time, in conjunction with other water users, the amount necessary to maintain and/or repair the Pioneer Ditch and appurtenant facilities. The proportionate amount due from each lot owner shall be billed to the lot owner along with other common service charges for the subdivision

(s) Owners shall not obstruct Common Areas. Owners shall not place or store anything within the Common Areas without the prior written consent of the Board or its designee, except in a facility specifically designated or approved for such storage.

(t) The discharge of firearms, firecrackers or fireworks is forbidden without the prior express written consent of the Board.

(u) No snowmobile, motorcycle, or other similar device shall be operated on any lot for recreational purposes. Snowmobiles, motorcycles or similar vehicles may be used for access to and from residential structures, with the prior written approval of the Board. The approval of the Board for access use may be terminated if such vehicles are not strictly limited to access use.

(v) It is recognized by the Declarant and the purchasers or owner of any lot within the Property, that many wildlife species live on or migrate through the Property during various times of year. The following limitations on use and development are intended, in addition to all other requirements of these Covenants, to protect, preserve and maintain the existing wildlife habitat on the Property and to minimize the adverse effects of development on wildlife habitat:

- (1) No owner of any lot shall remove or alter or allow others to remove or alter any of the existing vegetation thereon, except as is absolutely necessary for the clearing and preparation of the building envelope for the purposes of constructing authorized structures or roads thereon;
- (2) Dogs and other domestic animals shall be controlled and restrained at all times, and shall not be allowed to run at large on any portion of any lot except within an enclosed improvement area;
- (3) No hunting or shooting of guns shall be allowed on any lot.

ARTICLE X

ADDITIONAL COVENANTS - COMMON AREA

Section 1. Use of Common Area and Miscellaneous Areas. No property owner shall have the right to occupy or possess any of the Common Areas by reason of owning a lot in Willowbrook.

Section 2. Common Area. The common area shall be for the construction, maintenance and use of roadways and utilities and like facilities necessary for the keeping, maintaining and care of the Common Areas. The Association may construct a caretaker's residence of not less than 2,500 square feet and maintenance barns for storage and upkeep of maintenance equipment. No commercial use shall be permitted thereon. Until such time as all lots have been sold by Declarant, Declarant may maintain a sales office on the Common Area without charge by the Association.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Lot Splitting; Consolidation.

(a) Two or more contiguous lots within Willowbrook may be combined, provided notice of intention to consolidate such lots is filed with the site committee. Such consolidated lots may thereafter be treated as one building site, and such site may be subjected to these restrictions the same as a single lot except for the purpose of levying and collecting assessments. The site committee will consider the authorization of guest houses on two or more consolidated lots.

(b) No residential lot within Willowbrook shall be split or divided or subdivided, unless such lot as split is then consolidated with a contiguous lot, and unless the resulting area to be built up on shall be larger than one lot.

Section 2. Conveyance of Common Area; Reservation of Easements and Rights-of-Way, Reclassification of Land Area.

(a) Declarants shall transfer and convey to the Association and the Association shall accept, all of its rights, title and interest to all of the real property designated on Exhibit "B" as "Common Area". Such common area is subject to any or ala of the following exceptions, liens, encumbrances and easements:

- (1) The lien of real property taxes and assessments not delinquent;
- (2) Such easements and rights-of-way on, over or under all or any part thereof as may be reserved to Declarants or granted to any owner or participating facility for the use thereof in accordance with the provisions of the Willowbrook Covenants;
- (3) Such easements and rights-of-way on, over or under all or any part thereof as may be reserved to Declarants for access to real property contiguous to common area;
- (4) Easements and rights-of-way on, over or under all or any part thereof as are hereby reserved to Declarants or which may be granted by Declarants to or for the benefit of the United States of America, the State of Wyoming, or the County of

Teton, any other political subdivision or public organization, or any utility corporation, any participating facility, any project, or any lot, for the purpose of constructing, erecting, operating and maintaining utilities thereon, therein and thereunder, at that time or at any time in the future;

(aa) Roads, streets, walks, driveways, bicycles and horse paths, parkways and park areas,

(bb) Public and private sewers, storm water drains, land drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes and any and all equipment in connection therewith,

(5) The obligations imposed, directly or indirectly by virtue of any statute, law, ordinance, resolution or regulation of the United States of America, the State of Wyoming or any other political subdivision or public organization having jurisdiction over such property, or by virtue of any organization or body politic created pursuant to any such statute, law, ordinance or regulation.

(6) Any other lien, encumbrance or defect of title of any kind whatsoever which does not materially and actually prejudice the owners and guests in their use and enjoyment of such property.

Section 3. Assignment of Powers. Any and all of the rights and powers vested in Declarant pursuant to the Willowbrook Covenants may be delegated, transferred, assigned, conveyed or released by Declarants to the Association, and the Association shall accept the same, effective upon the recording by the Declarants of a notice of such delegation, transfer, assignment, conveyance or release.

Section 4. Condemnation on Common Area. If at any time, or from time to time, all or any portion of common area, or any interest therein, be taken for any public or quasi-public use, under any statute, by right of eminent domain or by private purchase in lieu of eminent domain, the entire award in condemnation shall be paid to the Association and deposited into either the operating fund or the development fund as the Association may, in its sole discretion, determine. No owner shall be entitled to any portion of such award and no owner shall be entitled to participate as a party, or otherwise, in any proceeding relating to such condemnation, such right or participation being herein reserved exclusively to the Association which shall, in its name alone, represent the interests of all owners; provided, however, that the portion of any award relating to improvements which constitute a private recreation facility shall be divided equally among the owners who, at the time of such taking, are permitted users of such facility.

Section 5. Notices; Documents; Delivery. Any notice or other document permitted or required by the Willowbrook Covenants to be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows: If to the Association or to the site committee, at Box 7251, Jackson, Wyoming 83002; if to an owner, then at any lot within Willowbrook owned by the owner; if to Declarant, at Box 25,200, Jackson, Wyoming 83002; provided, however, that any such address may be changed from time to time by an owner, by the site committee, or by Declarant by notice in writing, delivered to Association members.

Section 6. Recreation Facilities. The Association shall have the right to construct such recreational facilities in any portion of the common area that may be approved by a majority vote of the members voting at any regular or special meeting called in accordance with the provisions of these covenants.

Section 7. General Maintenance. The maintenance, alteration, replacement and/or repair of the Common Areas shall be the responsibility of the Board. The Board, as part of its responsibility, shall maintain, repair and provide for snow removal and maintenance activities on all roadways constituting part of the Common Areas. The maintenance, repair and replacement of all improvements on each Lot shall be the responsibility of the Owner of such Lot and not the Board, except as otherwise expressly set forth below.

Section 8. Landscape Buffer Areas. To enhance the natural beauty and to protect the natural values of the Property, certain lots will contain areas referred to as "Landscape Buffer Areas". These Landscape Buffer Areas will contain berms, waterways and plantings designed to screen and protect the Property from adjacent uses which may be detrimental to the values of the Property. The Board or manager shall be responsible for the maintenance of such buffer areas and shall have access to each area from time to time during reasonable business hours as shall be necessary for said purpose.

Section 9. Access; Certain Additional Improvements. The Board or manager shall have the irrevocable right to have access to each Lot from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Areas and facilities, and for making emergency repairs necessary to prevent damage to the Common Areas or to a Lot, although there shall be no affirmative duty to do so.

The Declarant reserves full rights, but not the obligation, to conduct landscaping activities on the Property, and to implement additional improvements (including without limitation fencing, pathways, signs, outdoor lighting and maintenance sheds) on the Property in the future with the

consent or other authorization of the Association, the Board or the Owners, which shall be not be unreasonably withheld.

ARTICLE XII

ENFORCEMENT, DURATION AND AMENDMENT

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

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

Section 3. Amendment. This Declaration may be amended by not less than seventy-five percent (75%) of the lot owners, which instrument must be recorded in the Office of the County Clerk of Teton County, Wyoming. The Declarants shall have the right, during such time as it owns not less than thirty-five percent (35%) of the lots, in number, to change or modify these covenants, and all lots within Willowbrook including those previously sold shall be subject to such changes. Such amendments shall be duly executed by the Declarant and placed of record in the Office of the County Clerk of Teton County, Wyoming. The provisions of Article VI, Section 10, Article VIII, Section 4(d) and Article IV, Sections 3(d) and 3(f) (1) shall not be amended without consent of the County Commissioners of Teton County, Wyoming.

Section 4. Annexation. Additional residential property and common area may be annexed to the Property by Declarant at any time, provided only that all of such additional property and property owners shall be subject to these Covenants. All such future filings or additional property shall utilize as its access Willowbrook Lane as designated on the plat of the First Filing.

Section 5. Violation Constitutes Nuisance. Every act or omission, whereby any restriction, condition or covenant in this Declaration set forth, if violated in whole or in part, is declared to be and shall constitute a nuisance and may be abated by Declarants or their successors in interest and/or by any lot owner; and such remedies shall be deemed cumulative and not exclusive.

Section 6. Construction and Validity of Restrictions. All of said covenants, conditions and restrictions contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants or reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant or reservation, or any part thereof, shall be thereby affected or impaired; and the Declarants, grantor and grantee, their heirs, successors and assigns, shall be bound by each Article, Section, subsection, paragraph, sentence, clause and phrase of this Declaration irrespective of the fact that any Article, section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason becomes unenforceable.

Section 7. No Waiver. The failure of the Board or its agents to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment, for the future, of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Board or its agent of the payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Board.

Section 8. Variances. The design committee may allow reasonable variances and adjustments of the foregoing covenants, conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the covenants contained herein, or to grant variances in regard to the requirements contained in Article VIII Section 4, for the purpose of enhancing views, utilizing a lot to better advantage, preventing the removal of trees, and enhancing the placement of improvements on the property, provided this may be done in conformity with the intent and purpose thereof, and also provided in every instance that such grants or adjustments shall not be materially detrimental or injurious to other property or improvements in the neighborhood. With respect to movement of building envelopes, approval shall be required from both the design committee and contiguous lot owners. Any variances from the provisions of Article VI, Section 10, Article VIII, Section 4(d), Article IX, Sections 3(d) and 3(r)(1) shall also require the approval of the Board of County Commissioners of Teton County. Any variances or adjustments of these conditions, covenants and restrictions granted by the design committee, or any acquiescence or failure to enforce any violation of the conditions and restrictions herein, shall not be deemed to be a waiver of any of the conditions and restrictions in any other instance.

ARTICLE XIII

BINDING EFFECT

The covenants herein contained shall run with the land and shall be binding upon the **WILLOWBROOK SUBDIVISION**, and upon its successors and assigns, as to any and all of the properties in the Area contained, and are imposed upon the Area as an obligation and charge against all the land and properties therein situate, for the benefit of the Area and those persons and parties who shall thereafter succeed to or otherwise acquire title to or interest in any part thereof.

ARTICLE XIV

VALIDITY

In the event that any one or more of the provisions, covenants, conditions or restrictions or any part thereof herein set forth shall be held by any Court of competent jurisdiction to be null and void, all remaining provisions, covenants, conditions and restrictions herein set forth shall be continued unimpaired and in full force and effect.

ARTICLE XV.

REVOCATION OF PREVIOUS COVENANTS.

By the filing of this 2004 Amended and Restated Declaration of Covenants, Conditions and Restrictions for the **WILLOWBROOK SUBDIVISION**, all other covenants for the **WILLOWBROOK SUBDIVISION** previously filed are hereby revoked and deemed to be replaced in their entirety by this document.

IN WITNESS WHEREOF, this 2004 Amended and Restated Declaration of Covenants, Conditions and Restrictions for the **WILLOWBROOK SUBDIVISION** is executed effective as of the 1st day of November, 2004.


Secretary of Willowbrook Owners Association