

SALT RIVER COVE DEVELOPMENT ~ LINCOLN COUNTY, WYOMING
LINCOLN COUNTY CLERK100398
900398
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF SALT RIVER COVE DEVELOPMENTCLARINE WAGNER
JEMMERER, WYOMING

This Declaration of Covenants, Conditions, and Restrictions regulating and controlling the use and development of certain real property as hereinafter described is made to be effective as of the 15th day of June, 2004 ("Declaration"), by Jackson Hole Junction, LLC, a Wyoming limited liability company, Robert and Connie Meikle, Title-holders, hereinafter referred to as "Declarant," the Owners of Lots 1 through 16, of Salt River Cove Development ("the Development") in accordance with the plat to be filed for record in the Office of the Lincoln County Clerk in Lincoln County, Wyoming, ("the Plat"), which shall hereinafter be referred to as the "Property." The Property is of unique 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 and Common Areas.

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 Property and be binding on all parties having any right, title, or interest in the 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

1. "Association" shall mean and refer to the Salt River Cove Property Owners Association and its successors and assigns.
2. "Board" shall mean the Board of Directors of the Association established to administer and enforce the terms and conditions of this Declaration set forth herein.
3. "Common Areas" shall mean the private roadways within the Property which provide access to individual Lot lines from U.S. Highway 89, the equestrian and walking trails and the

ARTICLE II – PROPERTY RIGHTS

1. Owners' Easements of Enjoyment. Every Owner shall have the right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provision:
 - a. The right of the Association to charge reasonable assessments, charges and user fees for the use and maintenance of the Common Areas as hereinafter set forth.
 - b. The right of the Association to establish rules and regulations, including speed limits, for the use of Common Areas and to impose reasonable sanctions for the violations of the published rules and regulations.
 - c. The right of Declarant and their heirs, successors, assigns, and invitees to use of the Common Areas is perpetuity.

2. Delegation of the Association of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to Common Areas only to the members of his immediate family, his tenants, or contract purchasers who reside on the Property.

ARTICLE III – ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. Association Membership. Declarant shall have all of the rights, powers, and authority of the Association until the Lot Owners have formally established the Association, either as a corporation, unincorporated association, or other legal entity of their choosing. The Lot Owners shall establish the Association when 11 of the 16 Lots have been sold by Declarant. Every Owners of a Lot shall be a member of the Association. For purposes of voting and meetings of the members, there shall be one vote for each Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

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, its organizational documents and bylaws ("governing documents"). All agreements and determinations with respect to the Property lawfully made or entered into by the Board.

3. Board of Directors of the Association. The Board of Directors (the "Board") of the Association shall consist of five (5) members, or such additional number as may be approved by the members in accordance with its governing documents. 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 of the Association. All Board members shall be an owner or an office, partner, shareholder, or member of an owner. Until 11 of the Lots have been sold and title transferred to new Owners, the Declarant reserves the right to appoint and remove all members of the Board and to exercise the powers and responsibilities otherwise assigned by this Declaration to the Association. By express written declaration, Declarant shall have the options, at any time, to turn over the Association the total responsibility for electing and removing members of the Board.

4. Authority and Duties. The duties and obligations of the Board and rules governing the conduct of the Association shall be set forth in the governing documents as they may be amended from time to time.

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:

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

b. 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;

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

d. 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 IV – COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed thereto, 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 the Association:

- a. Annual assessment of charges; and
- b. User fees or charges; and
- c. Water system connection fees; and
- d. Special assessments for capital improvements, such as assessments to be established and collected as hereinafter provided.

A general continuing lien is hereby imposed on each Lot in the Development for the payment of annual and special assessments imposed on Lots according to this Declaration. In connection with this general lien, all such assessments 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.

In addition, for the collection of delinquent user fees or charges, the Board may by resolution enact such policies and procedures or rules and regulations as it deems appropriate including without limitation imposition of service charges, collection of attorney fees or other costs of collection, disconnecting or otherwise terminating services, or the filing of a lien against the Lot for the amount due.

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 Areas, to include roads (snow removal and asphalt maintenance), trail and open space maintenance, maintenance of any water system, and Association management expenses.

3. Annual Budget. 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 on 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.

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 part, the cost of any construction, reconstruction, repair or replacement, or a capital improvement including the Common Areas and shared access road, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of at least 11 of 16 Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose.

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

6. Uniform Rate of Assessment. Except for lots owned by the Developer, both the annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or other periodic basis as determined by the Board. Lots owned by the Declarant shall not be assessed or required to pay assessments of any kind.

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 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 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. 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.

8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of 12 percent (12%) 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 in the same manner as real estate mortgages with power of sales are foreclosed in Wyoming pursuant to W.S. 34-4-101 et seq., and any successor or replacement statute thereto. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Areas or abandonment of his Lot.

9. Priority of the Assessment Lien. Sale or transfer of any Lot or the recording of any mortgage or other lien against any Lot shall not affect the priority of the assessment lien.

ARTICLE V – ARCHITECTURAL STANDARDS

1. Architectural/site Committee: Organization. There shall be an Architectural/site Committee consisting of the Board as soon as the Board has been organized and is operating.

2. Initial Architectural/site Committee. The initial Architectural/site Committee shall be Robert R. Meikle and Connie R. Meikle and their appointed representatives. Three additional appointed representatives shall be selected by Robert R. Meikle from existing Lot Owners who desire and are willing to serve on the Architectural/site Committee. However, the appointed representatives serve at the sole discretion of Robert R. Meikle and Connie R. Meikle and may be removed by them at any time in which case Robert R. Meikle and Connie R. Meikle and the remaining representatives only would constitute the initial Architectural/site Committee.

3. Architectural/site Committee Duties. It shall be the duty of the Architectural/site Committee to consider and act upon such proposals for the plans submitted to it from time to time, to adopt Architectural/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 Association. No Lot Owners

shall construct any Structure on a Lot without prior approval of all plans for such construction by the Architectural/site Committee.

4. Architectural/site Committee: Meetings: Action: Expenses. Architectural/site Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of a majority of its members shall constitute an act by the Architectural/site Committee unless the unanimous decision of its members is otherwise required by this Declaration. The Architectural/site Committee shall keep and maintain a record of all action from time to time taken by the Architectural/site Committee at such meetings or otherwise. Unless authorized by the Association, the members of the Architectural/site Committee shall not receive any compensation for services rendered. All members are entitled to reimbursement for incidental mailing and copying expenses incurred by them in connection with performance of the shall be entitled to reimbursement for reasonable expenses incurred by them in connection with Architectural/site Committee functions.

5. Architectural/site Committee Rules. Architectural/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 "Architectural/site Committee Rules." A copy of the Architectural/site Committee rules, as they may from time to time be adopted, amended or repealed, and certified by any member of the Architectural/site Committee, shall have the same force and effect as if they were part of the Declaration. The Architectural/site Committee may record the same if deemed necessary.

6. Non-Waiver. The approval by the Architectural/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 Architectural/site Committee under the 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.

7. Liability. Neither the Architectural/site Committee nor any member thereof shall be liable to the Association or to any Owner or project committee for any damage, loss, or prejudice suffered or claimed on account of (a) the approval of any plans, drawings, and specifications, whether or not defective, (b) the construction or performance of any work, whether or not

pursuant to approved plans, drawings, and specifications, (c) the development or manner of development, of any property within the Property, or (d) the execution and filing of a 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 Architectural/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, specifications, or any other proposal submitted to the Architectural/site Committee.

ARTICLE VI - DESIGN STANDARDS

1. General Standards. The following standards and restrictions are applicable to the construction, remodeling, alteration, and exterior refinishing of any and all Structures, including fencing, improvements and site preparation upon each Lot.
2. Uniform Codes. All structures or improvements shall be erected in accordance with the current edition of the following uniform codes:
 - a. Uniform Building Code;
 - b. International Conference of Building Officials;
 - c. National Plumbing Code;
 - d. National Electric Code; and
 - e. National Fire Protective Association International.
3. Design Character. All buildings shall be constructed in character with each other specifically by using complementary exterior roofing, building materials, and coloring on each building on the properties. All buildings will be faced or stained in colors that blend into the natural environment and landscape of the area.
 - a. Exterior materials will be of rough sawed natural wood, peeled log, stone, synthetic stucco, brick, or other rough textured natural material. No aluminum siding, vinyl siding, or cinder blocks shall be used as exterior material. Roof materials shall be asphalt (architectural grade shingles), slate, or cedar shingles. No metal roofing shall be allowed either on Primary Residences or accessory structures. No metal fences, accept for prefabricated metal gates, shall be allowed.

b. All buildings must comply with either the current editions of the Uniform Building Code, the National Plumbing Code, and the National Electrical Code, or, if applicable, State of Wyoming, and/or Lincoln County Building and Safety Codes.

c. Exterior colors shall be either earth tones (such as brown, taupe, green, red, grey) or other colors as approved by the Architectural/site Committee are suggested. Black, white, pastels, and loud blues may not be used. Non-glare, flat finish materials for exteriors are recommended, and stains should be penetrating natural stains and oils.

4. Building Design. The design of all buildings is subject to the following:

a. No Structure or improvements shall be constructed on the properties other than one (1) single-family dwelling to be occupied by the owner, his lessee, guests and servants. One (1) additional accessory structure, such as a garage, guest house (for the use of guests and not for rent), storage building, (to be used to house vehicles, equipment or supplies), or a barn (to be used to house horses) is permitted. Multiple uses may be combined into one building, such as a garage with a guest house or a barn with additional storage space, each as approved by the Architectural/site Committee. Accessory building locations must be at least fifteen (15) feet behind the front lot line of the Primary Residence. Site plans for accessory buildings require Architectural/site Committee approval in order to protect views of adjoining lots; a minimum fifteen (15) foot side yard setback for accessory buildings is required. All improvements shall be of new, permanent construction using good quality workmanship and materials and in character with the architecture of the Primary Residence.

b. The minimum floor area of any one-story single-family residence shall not be less than 2,400 square feet as measured by the exterior building dimensions on the ground floor (footprint), exclusive of the garage, carport, or unenclosed porches or decks. Two-story residences will require a ground floor footprint of a minimum of 1800 square feet, and a combined total of not less than 2,400 square feet. All residences must also include a garage with a minimum of 600 square feet, attached to the Primary Residence either directly or by a covered breezeway.

c. No structure shall be erected, altered, placed, or permitted to remain on the property which shall exceed two (2) stories in height. This shall not include a walkout basement or underground garage. Primary Residences shall not exceed thirty five (35) feet in height above the elevation of the street elevation, and accessory buildings shall not exceed thirty (30) feet in height above the street elevation.

d. Roofs shall have a minimum pitch of five feet in twelve feet. All primary roofs shall have a minimum overhang of sixteen (16) inches. Solar collectors shall not be considered roofs. No metal roofing shall be allowed.

e. 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 resident. Solar collectors shall be integrated into the structure of a residence, garage, carport, or other accessory building and shall not be free-standing.

f. Setbacks shall not be less than fifty (50) feet from the front lot boundary. Front setbacks of more than seventy (70) feet require approval of the Architectural/site Committee. Side yard setbacks require a minimum of fifteen (15) feet.

5. Site Design. Site design shall comply with the following requirements.

a. Fencing shall comply with the following requirements: only fences consisting of wood posts with top rail spanning three (3) posts and two (2) wooden rails below (for a total of three (3) rails) for pasture areas will be allowed on the Property. Fencing of pastures only is permitted on the property without Architectural/site Committee approval. Fencing for dog runs, children's play areas, and for screening of yard toys such as trampolines, swing sets, sand boxes, and other children's structures requires approval of the Architectural/site Committee. Each Lot Owner may enclose 1,000 square feet which could include backyard or side yard space intended to be contiguous to either the primary or accessory structure. Construction of the enclosure shall be of cedar fencing material with eight (8) foot posts on center with three (3) vertical support rails and stained to match the trim color of the primary and accessory Structures. Site layout must be submitted to the Architectural/site Committee for approval.

b. All propane tanks, water tanks, or similar storage facilities shall either be constructed as an integral part of a Structure, or shall be installed or constructed underground.

c. Sanitary Facilities. Each sewage system is the responsibility of the individual property owner and shall be installed at the expense of the individual property owner and shall be constructed in conformity with the laws of the State of Wyoming and Lincoln County, and no privy, outside latrine, or other like facility shall be permitted except during construction of a principal residence in which case it is required by this Declaration to have such a facility. Every Owner shall refrain from causing any water or pollution emanating from his Lot.

d. A domestic water supply shall be provided by Declarant as part of the Development. A water connection shall be provided at the boundary of each Lot. Each Lot Owner is

responsible to provide the necessary equipment and construction to connect to the water system. All arrangements and facilities providing domestic water shall conform to all laws and standards set by the State of Wyoming, its departments and political Developments.

e. All driveway approaches to Lots from any Common Areas within the Development shall include a planned layout to be approved as part of the plan submittal process. Approaches are not allowed to be closer than twenty (20) feet from any lot line and are required to be twenty four (24) feet in width at the street connection. Driveways may taper to Owner's desired width at the front lot line of the Property. A deposit of six hundred dollars (\$600) is required and will be retained by the Architectural/site Committee for completion of driveway connections until the Owner completes the approach at his own expense.

f. All other approaches, such as pasture or trail accesses, from Lots to any other Common Areas within the Development shall be approved by the Architectural/site Committee. Proposals may require culverts, metal gates, or special landscaping treatment not to compromise the aesthetics or function of the Common Area.

6. Construction. Before excavation or construction begins on any Lot, Owner must provide a clean approach (constructed of pit run gravel) from the street to the building envelope. The exterior of any building must be completed within twelve (12) months after the commencement of construction except where such completion would be impossible, due to size of project, or doing so would result in undue hardship to the Owner because of strikes, emergencies, or natural calamities; provided, however, that the Owner is nonetheless obligated to either diligently pursue completion or removal of the building.

ARTICLE VII – LAND CLASSIFICATIONS, USES, AND RESTRICTIVE COVENANTS

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

- a. Residential, and
- b. Common Areas.

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 the Lot was first conveyed in fee by Declarant to Owner shall be erected, placed, done, or permitted to remain on any Structure, Lot, or tract until the plans and specifications have been approved in writing and a building permit has been issued by the Architectural/site Committee. Plans for buildings for the refinishing or improvement if the same shall include scaled floor plans, exterior elevations indicating height, a list of exterior materials, and a site plan.

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

3. Residential Area: Uses: Restrictions.

a. Each residential lot shall be used exclusively for residential purposes, and no more than one (1) 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 a guest home in accordance with this Declaration;

(2) 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.

b. Each Lot, and any and all Structures and 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. There shall be no exterior fires whatsoever except barbecue fires contained within barbecue receptacles, properly constructed permanent outdoor fireplaces or fire pits, and such fires for vegetation and/or rubbish control as may from time to time be permitted by the Lincoln County fire regulations during winter months.

d. Only domestic pets, not more than two (2), are permitted and must be maintained on an Owner's lot and not allowed to create a nuisance. Standard pet enclosure design must be approved through the Architectural/site Committee. Horses are allowed only on Lots 4, 5, 6, 7, and 8 of Salt River Cove Division No. 1. Lot Owners shall be permitted to keep not more than

two (2) horses, including foals, per fenced acre of pasture. Irrigated pastures may allow higher grazing density subject to approval of the Architectural/site Committee. In addition, during the spring and summer months prior to the Lincoln County Fair, domestic animals may be maintained on any lot but only for the purpose of conducting a 4-H project. Any such animals must be removed from the Property within seven (7) days of the concluding date of the Fair.

e. No commercial signs whatsoever shall be erected or maintained upon any lot. A wooden residential identification sign of combined total face area of three (3) square feet or less may be erected. A sign advertising the premises for sale may be erected as needed for such purposes, provided such sign does not exceed a combined total face area of six (6) square feet.

f. No noxious, offensive, or noisy activity (disturbance to the peace and tranquility) shall be carried on upon any Lot, nor shall anything be done or placed thereon which may become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other Owners in the enjoyment of their Lots. In determining whether there has been a violation of this subparagraph, recognition must be given to the premise that Owners, by virtue of their interest in the Development, are entitled to the reasonable enjoyment of its natural benefits and surroundings.

g. No house trailer, mobile home, shack, or similar facility or structure shall be kept, placed, or maintained upon any Lot at any time. The phrase "manufactured or modular houses" means a house or other structure constructed at a location other than on the Lot where it is to be located and then is moved in one or more pieces to the Lot. The terms "house trailer" or "mobile home" as used herein includes but is not limited to any building or structure with wheels and/or axles and any vehicle used at any time, or constructed so as to permit its being used for the transport thereof upon the public streets or highways and constructed so as to permit occupancy thereof 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 axles have been removed, after such building, structure, or vehicle has been placed either temporarily or permanently upon a foundation. Recreational vehicles, motor homes, trailers, campers, pop-up trailers, boats, water craft, snowmobiles, three and four wheelers and the like, may not be stored on a lot in the development. Above items must be stored in an enclosed space in either the main garage or an outbuilding.

h. Each Lot Owner shall be responsible to pay quarterly assessments for Common Services in conjunction with all other Lot Owners as set forth herein. Bushes, shrubs, weeds, and all other vegetation shall be cleared and large trees pruned within the road rights-of-way to

improve visibility, with related costs being common costs. Such quarterly assessments shall not exceed two hundred and fifty dollars (\$250.00) per quarter per Lot until January 1, 2007. After that date the amount of the annual assessment may be modified by the Association from time to time as determined by the Board. The Association may impose special assessments, user fees and charges, and connection fees in accordance with this Declaration.

i. No discharge of any firearms in the Development will be allowed. No hunting of wildlife of any sort will be allowed within the confines of the Development.

j. Vehicles shall not be constructed or repaired on any Lot so as to be visible from a neighboring property or the street. No inoperable vehicle may be stored or parked on any Lot.

k. 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 cost of commercial trash collection shall be paid by each owner, in accordance with the billing of the collector. No rubbish or debris of any kind shall be placed or permitted to accumulate on any Lot. No metal including without limitation scrap metal or metal drums shall be kept, stored, or allowed to accumulate on any Lot except in an enclosed structure.

l. Owners shall not obstruct the Common Areas. No vehicles of any kind may be parked or left standing in the Common Areas.

ARTICLE VIII – GENERAL PROVISIONS

1. Lot Splitting: Consolidation. Two or more contiguous Lots within the Property may be combined. Such consolidated Lots may thereafter be treated as one Lot and building site, and as such may be subjected to this Declaration the same as a single Lot except for the purpose of levying and collecting assessments. No Lot may be divided or subdivided.

2. Assignment of Powers. Any and all of the rights and powers vested in the Declarant pursuant to this Declaration may at any time be delegated, transferred, assigned, conveyed, or released by Declarant to the Association, and the Association shall accept the same, effective upon the recording by the Declarant of a notice of such delegation, transfer, assignment, conveyance, or release.

3. Condemnation of Common Area. If at any time, or from time to time, all or any portion of Common Areas, or any interest therein, shall 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 the Owners; provided, however, that the portion of any award relating to improvements which constitutes a private recreation facility shall be divided equally among the Owners who, at the time of such taking, are permitted users of such facility.

4. Notices: Documents: Delivery. Any notice or other document permitted or required by this Declaration shall be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed as follows: if to the Association or to the Architectural/site Committee, at such address as the Association may determine and notify all Owners and Declarant in writing upon its organization; if to an Owner, then at any Lot within the Development owned by the Owner; if to the Declarant, at 1462 Bluejay Place, Eagle, ID 83616; provided, however, that any such address may be changed from time to time by an Owner, by the Architectural/site Committee, or by the Declarant by notice in writing, delivered to the Association, if organized, or if not to all Lot Owners, and to Declarant.

5. 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 responsibilities, shall maintain, repair, and provide for snow removal and maintenance activities on all roadways. The maintenance, repair, and replacement of all improvements on each Lot shall be the responsibility of the Owner of such lot.

ARTICLE IX – ENFORCEMENT, DURATION, AND AMENDMENT

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 the Declaration. If such a proceeding is successfully brought, the party against whom the action was brought shall pay to the enforcing

party all costs thereof including without limitation a reasonable attorney fee in addition to any other relief that may be granted. *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.* In addition, the Association may establish fines and the time for payment thereof for violation of the provisions of this Declaration. If any such fines are not paid when due, the Association shall have a lien on the Lot of the Owner who owes the fine and shall have the right to collect the fine in the same manner as annual assessments.

2. Duration of Restrictions. All of the covenants, conditions, and restrictions set forth in this Declaration shall continue to remain in full force and effect at all times against the Property and the Owners thereof, subject to the right of amendment or modification provided for in this Article, for a term of thirty (30) years.

3. Amendment. This declaration may be amended during the first thirty (30) year period by an instrument in writing signed by not less than eleven (11) of sixteen (16) (approximately 69%) of the Lot Owners, and thereafter by an instrument in writing signed by not less than sixty nine percent (69%) of the Lot Owners, which amendment becomes effective when the instrument is recorded in the Office of the County Clerk in Lincoln County, Wyoming. The Declarant shall have the right in its sole discretion, during such time as Declarant owns not less than ten (10) Lots, to amend or modify this Declaration by an instrument in writing, and all Lots within the Development including those previously sold shall be subject to such modification. Any such amendments shall be duly executed by the Declarant and are effective when recorded in the Office of the County Clerk of Lincoln County, Wyoming.

4. Annexation. Additional residential property or common area may be annexed to the Property by Declarant at any time, provided that all of such additional Property and Owners shall be subject to this Declaration.

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 any may be abated by Declarant or its successors in interest, the Association and/or by any Lot Owners; and such remedies shall be deemed cumulative and not exclusive.

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 the 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 Declarant, 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.

7. No Waiver. The failure of the Declarant, the Board or its agents, and the Owners to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions, or restrictions in this Declaration, or to exercise any right or options herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition, or restriction shall remain in full force and effect. The receipt and acceptance by the Board or its agent of payment of any assessment from an Owner; with the 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.

8. Variances. Architectural/site Committee, in its sole discretion, may allow 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 restrictions granted by the said Committee, or any acquiescence or failure to enforce any violations 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.

IN WITNESS WHEREOF Declarant has caused this Declaration to be duly executed as of the day and year first above written.

Jackson Hole Junction, LLC
a Wyoming Limited Liability Company

Robert R. Meikle

Robert R. Meikle

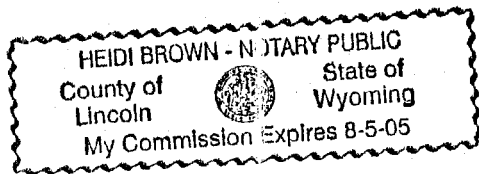
Connie R. Meikle

Jackson Hole Junction, LLC
c/o Robert R. Meikle
1462 Blue Jay Place
Eagle, ID 83616
208-870-6563
www.jacksonholejunction.com

*Robert R. Meikle appeared before me this
18th day of June, 2004*

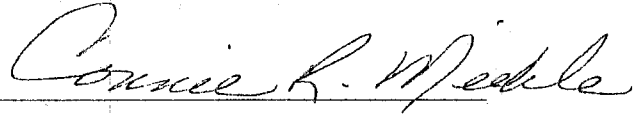
Heidi Brown

my Commission expires : 8-5-05



IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed as of the day and year first above written.

Jackson Hole Junction, LLC
a Wyoming Limited Liability Company



Robert R. Meikle

Connie R. Meikle

Jackson Hole Junction, LLC
c/o Robert R. Meikle
1462 Blue Jay Place
Eagle, ID 83616
208-870-6563
www.jacksonholejunction.com

