

# Wilson Meadows

*Declaration of  
Covenants, Conditions and Restrictions  
For  
Wilson Meadows  
(Residential Lots)*

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INDEXED	
ABSTRACTED	
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Grantor: LAZY J A LIMITED LIABILITY\*  
Grantee: THE PUBLIC

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By JULIE HODGES Deputy

# **Wilson Meadows**

## **Declaration of Covenants, Conditions and Restrictions (Residential Lots)**

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**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
WILSON MEADOWS  
(Residential Lots)**

This is a Declaration of Covenants, Conditions and Restrictions made by the undersigned Declarants (collectively referred to as the "Declarant") regulating and controlling the use and development of WILSON MEADOWS (Residential Lots) in Teton County, Wyoming. This Declaration shall be effective as of the date of recordation of the final plat for Wilson Meadows with the Clerk of Teton County, Wyoming.

**Recitals**

- a. Declarant is executing this Declaration as the owner of record of all of the property contained in the WILSON MEADOWS (Residential Lots) in Teton County, Wyoming, as more particularly described on Plat for Wilson Meadows recorded with the Clerk of Teton County, Wyoming (the "Property").
- b. The Property is unusually attractive and valuable for residential purposes, and the Declarant desires to establish a general plan for the improvement, development, use and occupancy of the Property, which shall be binding on and inure to the benefit of the present owners and future owners of the Property in order to enhance the value, desirability and attractiveness of the Property, and to be in keeping with the surrounding Jackson Hole area.

NOW, THEREFORE, Declarant hereby declares that the Property, and each portion thereof, shall henceforth be sold, conveyed, used, improved, occupied, resided upon and held subject to the provisions of this Declaration, by Declarant and the subsequent owners thereof, and their respective heirs, personal representatives, tenants, invitees, successors and assigns, all of which provisions are expressed and imposed upon each and every parcel of said property as a servitude in favor of each and every other parcel thereof, as follows:

1. **DEFINITIONS.** The following terms used in this Declaration shall be defined as follows:

- a. Board shall mean the Board of Directors of the Association, the nonprofit entity established to administer and enforce this Declaration as set forth herein.
- b. Common Roads shall mean the private roadways within the Property which provide access to individual lots.
- c. Common Services shall mean the roadway maintenance and snow removal services for the common roads and shared access road, and utility line maintenance and repair services for utility lines located in the rights-of-way of such roads.

d. Development shall mean any alteration of the natural land surface, and all buildings, structures or other site improvements placed on the Property.

e. Lot shall mean Lots 1 through 72 and Lot 78 (which may be further subdivided without being subject to limitations on subdivision hereunder), as shown on the recorded plat for the Property.

f. Owner shall mean the record owner of a lot, including a contract purchaser, but excluding anyone having an interest in a lot as security for the performance of an obligation.

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

h. Property shall mean the real property described in Exhibit A attached hereto and made a part hereof.

i. Shared Access Roads shall mean the private roadways which provide access from U.S. Highway 22 and from Fish Creek Road to the boundary line of the Property.

j. Structure shall mean anything built or placed on the ground.

2. **THE ASSOCIATION.** The Association is a Wyoming non-profit Association, "Wilson Meadows Owners Association," which is hereby established for the purpose of administering and enforcing the provisions of this Declaration. The Association may be incorporated by Declarant at any time as a Wyoming non-profit corporation.

a. Membership. Every owner shall be a member of the Association. Membership in the Association shall be appurtenant to each lot, and shall not be subject to severance from the ownership of such lot. Each lot shall be entitled to one (1) membership.

b. Voting. Each member shall have one vote to cast upon any matter to be decided by a vote of the members. If there is more than one person or entity owning a lot, the vote of such member shall be cast as determined by the owners of such lot. In the event of any dispute among joint owners of a lot, the Board shall have the right to disqualify such member from voting on an issue unless or until the joint owners of such lot have reached agreement as to such member's vote.

c. Authority of Board. The Board shall have full power and authority to manage the business and affairs of the Association, as more fully set forth in the articles of incorporation and bylaws of the Association, and to enforce the provisions of this Declaration.

d. Meetings. The members of the Association and the Board of Directors of the Association shall hold annual meetings as set forth in the bylaws of the Association. Additional regular or special meetings of the members and/or the Board may be held in accordance with the provisions of the bylaws of the Association. All matters pertaining to all such meetings, including notices thereof, quorums, and provisions for voting in person or by proxy shall be set forth in the bylaws of the Association.

3. **BUILDING PERMIT REQUIRED.** No building, structure, road, fence or improvement of any kind shall be erected, placed, altered, added to, reconstructed or permitted to remain on any lot, and no construction activities or removal of trees or other vegetation shall be commenced until a building permit has been issued therefor by the Board. Lot owners are required to adhere to design guidelines adopted by the Board in accordance with Section 5(c) below and to adhere to the requirements of Section 4.

a. Three (3) sets of plans and specifications for any lot improvement or alteration, including tree removal, shall be submitted to the Board. The plans shall include a plat plan indicating the location of the building envelope on the lot and the location of the proposed development. All plans for any building or structure must be signed by a licensed architect. Sufficient information shall be submitted to demonstrate compliance with all of the requirements of these Covenants.

b. The Board shall review the plans and specifications within thirty (30) days from the submission thereof, and determine if the proposed use or development conforms to the requirements of this Declaration. If the Board fails to review the plans and specifications within sixty (60) days from the submission thereof and to inform the owner of the Board's decision regarding approval or disapproval, then the plans as submitted shall be deemed to have been automatically approved, provided however, that any development proposed outside the boundaries of the building envelope as designated on the subdivision plat shall be deemed automatically disapproved and denied.

4. **DEVELOPMENT AND USE RESTRICTIONS.** All development and use of the Property shall conform to the following requirements, and to the rules and regulations and design guidelines promulgated hereunder. Construction for utility services within easements on Lots 21, 24 and 25 is exempted from restrictions in paragraphs 4b, 4c, 4d and 4e.

a. **Provisions in Addition to County Land Use Regulations.** Conformity with all applicable land use regulations of Teton County shall be required, in addition to the requirements of these Covenants, the related rules, regulations and design guidelines, the applicable requirements of the separate recorded "Declaration of Special Development and Use Restrictions for Wilson Area Lands," and the applicable requirements of the separate recorded "Special Deed Restrictions" applicable to certain lots. In case of any conflict, the more stringent applicable requirements shall govern.

b. **Authorized Use.** Only single-family residential use shall be permitted.

c. **Prohibited Uses.** No commercial, industrial or other non single-family residential use whatsoever shall be permitted on any lot with the exception of an artist studio, daycare, workshop, private office and such other endeavors not requiring access to the Property by the general public, employees, independent contractors or business invitees in a manner which would adversely impact the neighborhood, and the Board may impose restrictions in that regard.

d. **Authorized Structures.** The following separate buildings shall be permitted on the Property: one single family residence, including a garage and incidental minor outbuildings as may be approved by the Board. Guest houses are not permitted.

e. **Building Setbacks.** All buildings, outbuildings, and other authorized structures shall be constructed within the setbacks referred to in Exhibit "C" hereto. The

design guidelines adopted under Section 5(c) may contain more stringent setback requirements for certain lots. No improvement or development shall be permitted on any lot outside of the applicable building setback except for access driveways, utility installations, permitted fences, landscaping, wildlife habitat enhancement projects, and bridges.

f. Construction. Building construction shall be subject to the design guidelines adopted by the Board in accordance with Section 5(c) below. All construction shall be completed within one (1) year from the commencement date of construction, unless the Board approves an extension for good cause, not to exceed six (6) months in length.

g. Height Limitations. No building on Lots 33 through 72 shall be greater than 28 feet in height, no building on Lot 4 and Lot 14 shall be greater than 21 feet in height, and no building on any other Lot shall be greater than 26 feet in height. Building height shall be measured from finished grade to the highest point of the roof ridge line. The Board has the authority to impose more restrictive height limitations on individual lots in order to protect views from neighboring properties.

h. Wood Stove/Fireplaces. All wood stoves and fireplaces shall comply with local, state and federal emission regulations.

i. Fences. Fencing on the perimeter of the Property where it abuts ranch land is authorized with the permission of the Board. No boundary fences around the other exterior lot lines of any lot, or around the perimeter of any building envelopes, shall be permitted without the approval of the Board. Special fencing restrictions will apply to Lots 1 through 23, which may not have fencing other than that referred to in (i) and (ii) below. The following fences are permitted on any lot, which shall be within the building envelope established by the applicable setback requirements:

i. On garden plots approved as to size by the Board, a garden fence not greater than three (3) feet in height of materials approved by the Board.

ii. A dog run, the size, construction and location of which shall be approved by the Board.

j. Utilities. Electrical, telephone and cable television utility lines have been installed underground in the shared access roads and common roads rights-of-way. Connections from lots within the Property to the underground utility lines shall be completed at the lot owners' expense, and shall be underground.

k. Temporary Structures Prohibited. No temporary structures or facilities, such as trailers, tents, shacks or other similar buildings shall be permitted on any lot, except during construction as authorized, in writing, by the Board, and children's tents for occasional camping activities.

l. Maintenance. Each lot and all improvements thereon shall be maintained in a clean, safe and sightly condition. Boats, tractors, vehicles other than automobiles, campers whether or not on a truck, snowmobiles, ATVs, snow removal equipment, and garden or maintenance equipment shall be kept at all times, except when in actual use, within an enclosed structure. Refuse, garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure or

appropriately screened from view. Service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, cut grass, scraps, refuse or trash shall be kept, stored or allowed to accumulate on any lot.

m. Pets. No livestock or pets shall be kept or maintained on any lot except as provided in these covenants. "Invisible fencing" may be required by the Board, in its discretion, on any lot. Cats, dogs or other domestic animals which are normally kept and maintained indoors shall be permitted on any lot. Livestock is not permitted to be kept on any lot. No more than two (2) dogs may be kept on any lot, without the approval of the Board, provided, however, that a litter of puppies born to a dog owned by a lot owner may be kept or maintained upon any lot for a period not to exceed four (4) months, provided that said puppies are maintained and restrained in accordance with the provisions of these Covenants. If any pets are caught or identified chasing or otherwise harassing livestock, wildlife or people, the Board shall have the authority to impound such animal or animals, and shall assess penalty against the owner of such animal or animals of not more than \$100.00, and \$200.00 for a second offense, plus all costs of impoundment. If any such animal or animals are caught or identified chasing or harassing wildlife, livestock or people more than once, the Board shall have the authority to have such animal or animals impounded, removed from the Property or destroyed at the lot owner's expense, the determination of disposition being in the sole discretion of the Board. Chiselers do not count as "wildlife" for purposes of these covenants.

In the event that such animal or animals are not destroyed, the Board may assess an additional penalty of not more than \$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, removal or destruction of any such animal or animals.

Teton County authorities (such as the Sheriff's Dog Control Officer) will be entitled to directly enforce these dog control provisions.

n. Noxious or Offensive Activities. No noxious or offensive activity shall be permitted on any lot. No light shall be emitted from any lot which is unreasonably bright or causes unreasonable glare for any adjacent lot owner. No unreasonably loud or annoying noises, or noxious or offensive odors shall be emitted beyond the lot lines of any lot.

o. Signs. No signs or advertising devices shall be erected or maintained on any lot, except for (i) a single "for sale" sign of Declarant not larger than six square feet and (ii) a sign, not greater than four square feet in area, which identifies the owner and the street address.

p. Water System; Sewage Disposal. Each residential building shall be connected to Fish Creek Improvement and Service District central water and sewer system at the owner's sole expense, provided that Lots 1 through 23 will install their own separate individual water wells. No outdoor toilets shall be permitted, except for a reasonable period during construction.

q. Common Roads. Except as may otherwise be set forth in a recorded Plat for all or part of the Property, the common roads on the Property shall be private roads at all



times. Each lot owner shall be responsible for an equal portion of the Association's snow removal and maintenance costs for said roads.

r. Shared Access Roads. Except as may otherwise be set forth in a recorded Plat for all or part of the Property, the shared access roads providing access to the Property shall be private roads. Each lot owner shall be responsible for an equal share of the Association's snow removal and maintenance costs for the shared access roads. Snow removal and maintenance costs on the shared access roads may be divided with owners of other property to which access is provided by said roads (commercial land, school land and H-I-R land). Vehicles parked on roadways within the Property will be subject to towing at owner's expense, at the option of the Board of Directors of the Association, provided that reasonable parking on Second and Third Streets may be permitted by the Board except during snowplowing times. It is expressly understood that towing will be enforced at night during snow removal season (generally 2:00 a.m. to 9:00 a.m., November 1 through April 15).

Teton County authorities (such as the Sheriff's Department) will be entitled to enforce all applicable Teton County traffic laws on any public roads within the Property.

s. Snowmobiles and Motorcycles Prohibited. No snowmobile, motorcycle, "ATVs" or other similar device or vehicle shall be operated on any lot for recreational purposes. The approval of the Board for access use may be terminated if noise is excessive or such vehicles are not strictly limited to access use.

t. Wildlife Protection. It is recognized by the Declarant and the purchasers or owners 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 the 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:

i. Tree Removal. No owner of any lot shall remove or alter or allow others to remove or alter any of the existing trees and willows thereon, except as is necessary for the clearing and preparation of the building envelope and for the purposes of constructing authorized structures or roads thereon;

ii. Animal Control. Dogs, cats and other domestic animals shall be controlled and restrained at all times, and shall not be allowed to "run at large" on any portion of the Property in a manner which interferes with wildlife.

iii. Taking of Wildlife. The taking of any and all wildlife game animal species by any means within the Property is prohibited except for the catching and keeping of fish and the control of individual animals known to be causing unacceptable damage to property (e.g. a beaver damming an irrigation ditch or a porcupine identified as girdling planted trees).

iv. Human/Wildlife Confrontations. Residents and guests on the Property shall not harass wildlife and should avoid areas of wildlife concentration. Loud, offensive, or other behavior which harasses or frightens wildlife is prohibited.

- v. Artificial Feeding. Artificial feeding of moose, deer and elk anywhere on the Property is prohibited. Artificial feeding tends to "short-stop" wildlife in route to natural winter ranges and causes them to rely on humans when it is not necessary.
- vi. Non-Native Animal Species. Introduction into the wild of any non-native animal species which might compete with or harm native species and result in their decline is prohibited. This includes domestic waterfowl in common or private aquatic areas because they have been proven to be very aggressive towards native waterfowl species.
- vii. Firearms/Fireworks. The discharge of rifles, pistols and fireworks is prohibited.
- viii. Damage Claims. Owners acknowledge that wildlife damage to landscaping will undoubtedly occur since the Property is located within wildlife habitat. Owners shall not file claims against the Wyoming Game and Fish or the Association for such damages.
- u. Mineral Activities Prohibited. No mining or other mineral extraction or development activities shall be permitted on any lot. Excavation for landscaping, ditches and aesthetic water features is permitted subject to the prior written approval of the Board. Certain activities also require approvals from Teton County.
- v. Control of Noxious Weeds. 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 Board or by a weed steward appointed by the Board, the Board shall have the right to contract for such control services and the company so contracted shall have the right to enter upon any such lot to treat noxious weeds without any liability for trespass. In the event that the Board provides for noxious weed treatment as described herein, the owner of a lot treated for noxious weed control shall pay all costs incurred by the Board.
- w. Headgate and Ditch Maintenance Access. No surface water irrigation is permitted, and Declarant will be entitled to abandon surface water irrigation rights on the Property. Declarant and/or the Board shall have the right to control all surface water ditches and any user improvements within ditch easements, to appoint and replace one or more water stewards, and to grant access easements to surface water ditch users for maintenance and use of headgates and ditches, including any new ditches constructed for purposes as permitted by the Board.
- x. Satellite Dishes. No satellite dishes other than small, DSS-type dishes are permitted on any lot without Board approval. Dishes larger than the small, DSS-type dish must be screened.
- y. Wetlands Protection; Wildlife Habitat Enhancement. Owners proposing an activity which would have the effect of reducing the reach or changing the bottom elevation of delineated wetlands by filling shall furnish proof to the Board that Section 404 of the Clean Water Act has been fully complied with (such compliance normally takes the form of

a letter of permission, a nationwide permit or an individual permit issued by the District Engineer of the U.S. Army Corps of Engineers authorizing the filling of wetlands).

For proposed activities which may impact seasonably inundated wetlands or wetlands not inundated, but seasonably saturated with ground water, the owner shall first furnish proof that the requisite Section 404 permissions have been obtained. Notwithstanding federal approval of the activity, the Board shall not approve the activity unless it can be determined that the activity will not have a significant adverse effect on the wetlands values either individually or in continuation with known and/or probable impacts of other proposed or approved activities of which the Board is aware.

Wildlife habitat improvements and enhancements are controlled by the Board. Any activities of this nature shall be coordinated with the Wyoming Game and Fish Department.

z. Existing Structures and Uses. The existing residential structures on Lots 19 and 31, together with all replacements, improvements and additions thereto, are "grandfathered" existing uses which are not subject to the restrictions set forth in this Declaration. It is also understood and agreed that the Seaton family's earthmoving business is a pre-existing "grandfathered" construction yard on lands adjacent to this Property, located on Lots 1 through 7 of the Ward Addition and on portions of Main Street and Third Street.

5. **BOARD OF DIRECTORS OF THE ASSOCIATION.** The Board of Directors of the Association shall consist of at least three (3) members, or such additional number (up to 5) as may be approved by the Board in accordance with the Articles and Bylaws of the Association. The term of each Board member shall be three (3) years. Thereafter, all members shall serve for a term of three (3) years. The initial Board members shall be Rich Steeg, Irene Steeg and Helen Hardeman Robertson who shall each serve for a 3 year term, and the remaining members may fill any vacancies during that term. The subsequent Board members shall be elected by a majority vote of the members.

a. Authority and Duties. Pursuant to the powers and authority vested in it by Wyoming law and by the Articles of Incorporation and Bylaws of the Association, the Board shall be responsible for the enforcement and administration of the requirements of these Covenants and other covenants for which the Board is legally responsible, and shall issue building permits, contract for and supervise common services, enforce the development and use regulations and take all other actions necessary to administer and enforce these Covenants.

b. Meetings. The Board shall call and conduct the annual meeting of lot owners, at which time expiring or vacant Directors' terms shall be filled, and such other business shall be conducted as brought before the meeting by the Board or the lot owners, and shall meet from time to time as necessary to administer and enforce these Covenants, as provided in the Articles and Bylaws.

c. Design Guidelines. The Board shall have the authority to adopt design guidelines to carry out the purpose and intent of this Declaration, to protect the property values of lot owners and to insure that incompatible development does not occur. All lot use and development shall conform to any design guidelines adopted by the Board, in addition to the provisions of this Declaration.

d. Limitation of Liability. No member of the Board shall be liable to any party for any action or inaction with respect to any provision of these Covenants, provided that such Board member has acted in good faith. No member of the Board shall have any personal liability in contract to a lot owner or any other person or entity under any agreement or transaction entered into by a Board member on behalf of the Association.

e. Landscaping Bonds. In order to insure that exterior work, landscaping, and appropriate yard work is completed in a timely manner, the Board may -- and on request by Teton County Commissioners or the Declarant shall-- as a condition to approving any construction, reconstruction, alteration or refinishing plans, require the owner of the applicable lot or builder to post a landscaping bond of up to eighteen hundred dollars. The Board may allow the bond to be in the form of cash, letter of credit, bond, certificate of deposit, promissory note, or other reasonable forms approved by the Board. The bond shall be returned upon completion, unless used to complete the exterior work or landscaping work. The Board may, following ten days written notice, complete the landscaping work, and apply as much of the bond as necessary to complete the work. The cost incurred by the Association in completing the work, shall constitute a lien and the Association shall be afforded all rights and remedies herein.

6. ASSESSMENTS. In order to properly operate, manage and maintain the Property for the benefit of all lot owners, the Association, by and through the Board, shall have the authority to levy assessments and each lot owner, by acceptance of a deed to the Property, shall be deemed to have granted a mortgage to the Association to secure payment of the assessments in accordance with the following terms and conditions.

a. Creation of the Lien and Personal Obligation for 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 the Association:

- i. Annual assessments or charges; and
- ii. Special assessments for capital improvements.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall constitute a lien against the lot prior and senior to any other liens or encumbrances (e.g., mortgages) against the lots and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys fees shall also be the personal obligation of the entity or person who was the owner of such lot at the time when the assessment became due and payable.

b. Purpose of Assessments. The assessments levied by the Board shall be used exclusively to promote the recreation, health, safety and welfare of the owners of the Property, to include road maintenance (Common Road and Shared Access road) and utility line maintenance, landscape maintenance, Board expenses, mailing costs and other reasonable and necessary expenses incurred by the Board on behalf of the Association.

c. Annual Budget. The Board shall prepare an annual budget estimate for common services and the administration of the Association and fix the amount to the annual assessment based upon its estimate. The budget estimate may include a reserve for

future contingencies. Such annual budget shall be prepared and approved by the Board at least thirty days in advance of each annual assessment period.

d. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Property, the Common Road or the Shared Access Road, including fixtures and personal property related thereto, provided that any such special assessment must be approved by a majority of the lot owners who are voting in person or by proxy at a meeting duly called for this purpose.

e. Notice in Quorum for Any Action Authorized Under Paragraph D. Written notice of any meeting called for the purpose of taking any action authorized under paragraph (d) above shall be sent to all lot owners not less than thirty days or no more than sixty days in advance of the meeting. At the first such meeting, the presence of lot owners or of proxies entitled to cast a majority of all the votes of the Association shall constitute a quorum. Each lot shall be entitled to one vote. If the required quorum is not present at the initial meeting, 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.

f. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on monthly or annual basis at the discretion of the Board.

g. Date of Commencement of Annual Assessment and 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 by the Declarant. The Board shall operate on a calendar year basis. The Board shall fix the amount of the annual assessment against each lot at least thirty days in advance of each annual assessment period and written notice of the annual assessment shall be sent to every owner subject thereto. The Board, upon demand by an owner, purchaser or mortgagee, and for a reasonable charge, shall furnish a certificate signed by a member of the Board setting forth whether the assessments on a specified lot have been paid.

h. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date therefor shall bear interest from the due date at the rate of fifteen percent (15%) per annum and the Board may assess a 5% late charge as well. The Board may bring an action on behalf of the Association against the owner and any other person obligated to pay the same or may foreclose the lien against the lot. No public record notice of the lien shall be required to perfect its priority. The priority of the lien shall be as of the recording date of this Declaration.

7. VIOLATIONS-ENFORCEMENT-LIENS-COSTS. The restrictions, limitations and requirements for land use and development set forth in these Covenants shall be enforceable by the declarant, the Board, or by any owner of a lot within the Property. In addition, the Board of County Commissioners of Teton County, Wyoming, shall have the authority to enforce those portions of this Declaration which establish stream setbacks, and the Board of County Commissioners shall also have the authority to enforce the provisions of paragraphs 4e, 4g, 4i, 4t, 4v and 5e. Every owner of a lot within the Property hereby consents to the entry of an injunction against

him or her or his or her tenants or guests, to terminate and restrain any violation of this Declaration. Any lot owner who uses or allows his or her lot to be used or developed in violation of this Declaration further agrees to pay all costs incurred by the Board or the Declarant or other lot owner in enforcing this Declaration, including reasonable attorneys' fees. The Board shall have a lien against each lot and the improvement thereon to secure the payment of any billing for common services, assessments, attorney fees and interest. The Board may record a notice of lien in the office of the County Clerk of Teton County, Wyoming, which shall include description of the Property and the name of the owner thereof and the basis for the amount of the lien. Any lien may be foreclosed in the manner provided for foreclosures of mortgages by the statutes of the State of Wyoming. In addition to the principal amount of the lien plus interest and charges, the Board shall be entitled to payment of all costs incurred in the establishment or enforcement of any lien, including all reasonable attorneys' fees.

8. **PROPERTY SUBDIVISION RESTRICTIONS.** Once a lot is sold by the Declarant, it shall not be subdivided, divided or split in any manner. Except for the "attainable" lots, two (2) or more contiguous lots, if owned by the same record owner, may be combined as one (1) larger lot for the purpose of applying this Declaration, provided that the record owner makes such election in writing to the Board, and a Unity of Title or other appropriate instrument irrevocably combining such lots is duly recorded in the County Clerk's Office for Teton County, Wyoming. Following the combination of any lots, the resulting lot shall have the same rights and be subject to the same obligations and restrictions as a single lot.

9. **AMENDMENT-VARIANCE.** These Covenants may be amended by the written consent of the record owners of two-thirds (2/3rds) of the lots, except for the provisions of paragraphs 4e, 4g, 4i, 4m, 4t, 4v and 5e, the amendment of which shall also require the written consent of the Board of County Commissioners of Teton County. A variance shall be allowed from the requirements of this Declaration, upon approval of the record owners of 50% or more of the lots after recommendation of approval from the Board, provided that any variance from the provisions of paragraphs 4e, 4g, 4i, 4m, 4t, 4v and 5e shall also require the approval of the Board of County Commissioners of Teton County.

10. **DURATION OF COVENANTS.** All of the covenants, conditions and restrictions set forth herein shall continue and remain in full force and effect at all times against the Property and the owners and purchasers of any portion thereof. This Declaration shall be deemed to remain in full force and effect for twenty (20) year periods, and shall be automatically renewed for additional consecutive twenty (20) year periods unless all of the lot owners of the Property subject to this Declaration otherwise agree in writing.

11. **SEVERABILITY.** Any decision by a Court of competent jurisdiction invalidating any part or paragraph of this Declaration shall be limited to the part or paragraph affected by the decision of the Court, and the remaining provisions of this Declaration herein shall remain in full force and effect.

12. **ACCEPTANCE OF COVENANTS.** Every owner or purchaser of a lot within the Property shall be bound by and subject to all of the provisions of this Declaration, and every lot owner or other person who has legal or equitable interest in and to the Property (including each mortgagee and tenant) expressly accepts and consents to the operation and enforcement of all of the provisions of this Declaration.

IN WITNESS WHEREOF, this Declaration has been duly executed and delivered by the Declarants.

DECLARANTS:

**THE LAZY J A LIMITED LIABILITY COMPANY,**  
a Wyoming limited liability company

By: Helen Hardeman Robertson  
Helen Hardeman Robertson,  
Individually and as Manager

By: Warren M. Robertson  
Warren M. Robertson,  
Individually and as Manager

Helen Hardeman Robertson  
**Helen Hardeman Robertson**, as trustee  
of the Warren M. Robertson Living  
Trust u/t/a 11/22/96 and as trustee  
of the Helen Hardeman Robertson Living  
Trust u/t/a 11/22/96

Warren M. Robertson  
**Warren M. Robertson**, as trustee  
of the Warren M. Robertson Living  
Trust u/t/a 11/22/96 and as trustee  
of the Helen Hardeman Robertson Living  
Trust u/t/a 11/22/96

**HOWARD G. HARDEMAN LIMITED LIABILITY  
COMPANY**, a Wyoming limited liability company

By: Howard G. Hardeman  
Howard G. Hardeman,  
Individually and as Manager

By: Elizabeth Hardeman  
Elizabeth Hardeman,  
Individually and as Manager

Howard G. Hardeman  
**Howard G. Hardeman** as Trustee of the Lois L.  
Hardeman Sheltered Trust under the will of Lois L.  
Hardeman dated June 8, 1982 and Trustee of the Lois L.  
Hardeman Q-Tip Trust under the will of Lois L.  
Hardeman dated June 8, 1982

STATE OF Montana )  
COUNTY OF Rawalli ) ss.  
~~WYOMING~~  
~~TETON~~

The foregoing instrument was acknowledged before me by **Helen Hardeman Robertson and Warren M. Robertson**, duly acting individually, as Trustees of said Trusts, and as Managers of the LAZY J A LIMITED LIABILITY COMPANY, this 24 day of November, 1997.

WITNESS my hand and official seal.

Jessie M. Cavill  
Notary Public



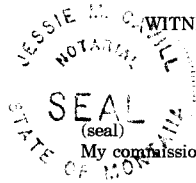
My commission expires: NOTARY PUBLIC for the State of Montana  
Residing at Victor, Montana  
My Commission Expires Oct. 25, 1998

STATE OF Montana )  
COUNTY OF Rawalli ) ss.

The foregoing instrument was acknowledged before me by **Howard G. Hardeman and Elizabeth Hardeman**, duly acting individually and as Managers of the HOWARD G. HARDEMAN FAMILY LIMITED LIABILITY COMPANY and by **Howard G. Hardeman**, duly acting as Trustee of the LOIS L. HARDEMAN SHELTERED TRUST and the LOIS L. HARDEMAN Q-TIP TRUST this 24<sup>th</sup> day of November, 1997.

WITNESS my hand and official seal.

Jessie M. Cavill  
Notary Public



My commission expires: NOTARY PUBLIC for the State of Montana  
Residing at Victor, Montana  
My Commission Expires Oct. 25, 1998

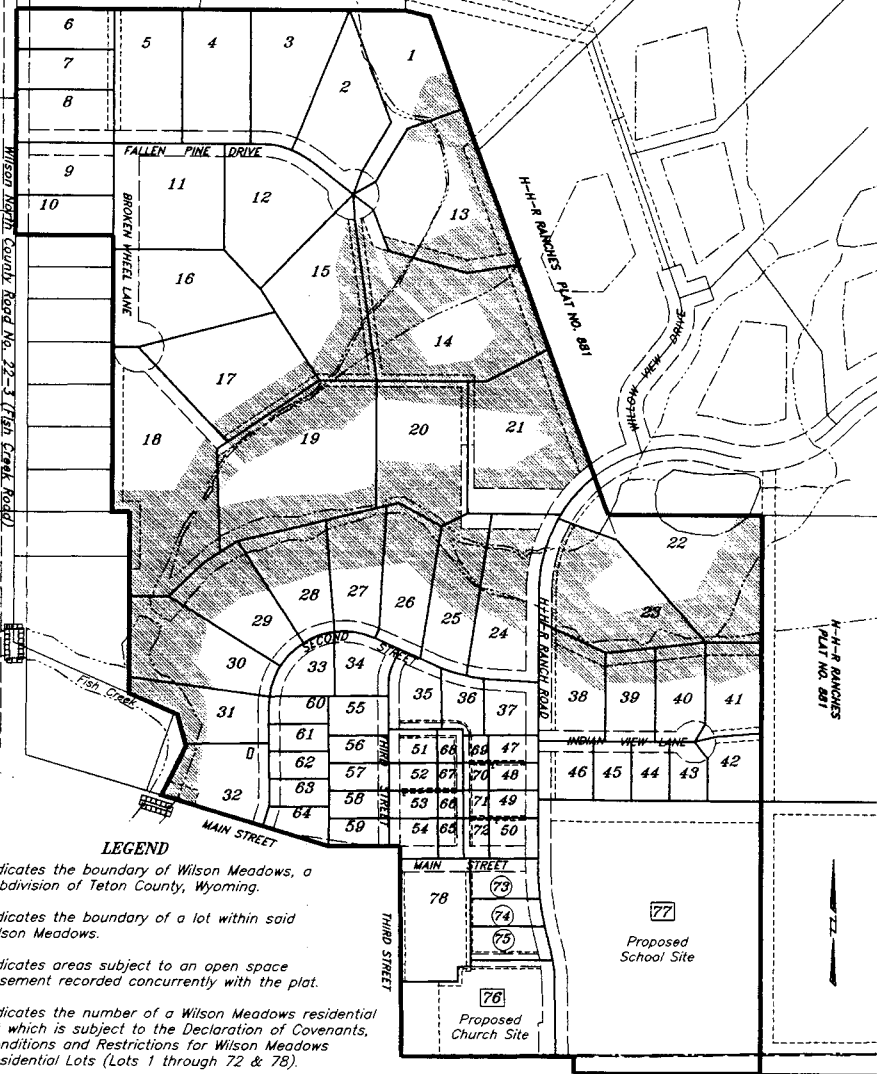


**EXHIBIT "A"  
TO  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
WILSON MEADOWS  
(RESIDENTIAL LOTS)**






**DESCRIPTION**

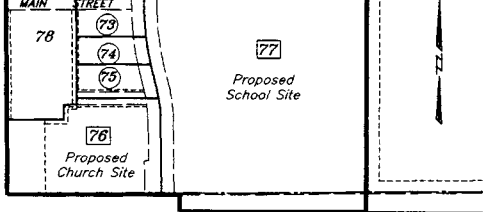
TO WIT:

Lot Nos. 1 through 72 and Lot 78 of Wilson Meadows according to Plat No. 916  
recorded in the Office of the Clerk of Teton County, Wyoming.



**LEGEND**

-  indicates the boundary of Wilson Meadows, a subdivision of Teton County, Wyoming.
-  indicates the boundary of a lot within said Wilson Meadows.
-  indicates areas subject to an open space easement recorded concurrently with the plat.
- 27 indicates the number of a Wilson Meadows residential lot which is subject to the Declaration of Covenants, Conditions and Restrictions for Wilson Meadows Residential Lots (Lots 1 through 72 & 78).
-  indicates the number of a Wilson Meadows lot which is subject to the Declaration of Covenants, Conditions and Restrictions for Wilson Meadows Office Professional Lots (Lots 73 through 75).
-  indicates the number of a Wilson Meadows lot which is NOT subject to the Declaration of Covenants, Conditions and Restrictions for Wilson Meadows.



Wyoming State Highway No. 22

Scale 1" = 300'

**MAP SHOWING  
LOTS WITHIN  
WILSON MEADOWS**

**LOCATED WITHIN PARTS OF THE  
S1/2NE1/4 AND N1/2SE1/4 OF SECTION 22  
T4N, R117W, 6th P.M.  
TETON COUNTY, WYOMING**

**EXHIBIT "B"**  
**Attachment To**  
**Declaration Of Covenants, Conditions And Restrictions**  
**For**  
**Wilson Meadows Lots**

Prepared October, 1997;  
Revised November 26, 1997

Project No. 96091 00

Jorgensen Engineering &  
Land Surveying, P.C.  
P.O. Box 9550  
Jackson, Wyoming 83002  
307-733-5150  
d.96091/d.plat/d.exh/cov11 p.cov;  
cov12; cov13 p.cov13

Table #1 -- Wilson Meadows Setback Standards

KEY: The letter designation indicates which building envelop line is being described and the setback distance in feet from the corresponding boundary, street R.O.W. or wetland edge.

(N=north, E=east, S=south, W=west, SE=southeast, SW=southwest, NE=northeast and NW=northwest)

Lot #	Street Boundary (feet)	Rear Boundary (feet)	Side Boundary (feet)	Side Boundary (feet)	Side Boundary (feet)
1	W-0 from wetland	E-25	N-25	S-30 from wetland	
2	S-25	NE-30 from wetland	W-20	SE-20	
3	S-25	N-25	W-20	E-20	
4	S-25	N-25	W-20	E-20	
5	S-25	N-25	W-20	E-20	
6-10	W-25	E-30	N-10	S-10	
11	N-25	S-30	W-25	E-20	
12	N-25	SW-30 from wetland	W-20	SE-20	E-30 from wetland
13	W-25 and NW-25	E-40	N-30 from wetland	SE-30 from wetland	SW-40
14	NW-0 from wetland	SE-0 from wetland	E and NE-30 from wetland	W and SW-30 from wetland	
15	NE-30 from wetland	SW-30	NW-20	SE-30 from wetland	
16	W-25	E-30 from wetland	N-20	S-20	SE-30 from wetland
17	W-25	SE-30 from wetland	SW-30 from wetland	N-20	NE-30 from wetland
18	N-25	SE-30 from wetland	NE-55	W-25	
19 <sup>1</sup>	N-30 from wetland	S-0 from wetland	E-20	W-20	
20	S-30 from wetland	N-30 from wetland	W-20	E-20	
21	S-30 from wetland	N-30 from wetland	W-20	E-40	

Lot #	Street Boundary (feet)	Rear Boundary (feet)	Side Boundary (feet)	Side Boundary (feet)	Side Boundary (feet)
22	NW-30 from wetland	SE-30 from wetland	N-50	SW-20	S-30 from wetland
23	NW-30 from wetland	SE-30 from wetland	NE-20	W-30 from wetland	SW-30 from wetland
24	S-15/25 <sup>2</sup>	N-0 from wetland	W-10	E-15	
25-28	S-15/25 <sup>2</sup>	N-30 from wetland	W-10	E-10	
29	SE-15/25 <sup>2</sup>	NW-30 from wetland	NE-10	SW-10	
30	E-15/25 <sup>2</sup>	W-30 from wetland	N-10	S-10	
31	E-15/25 <sup>2</sup>	W-0 from wetland	N-10	S-10	
32 <sup>1</sup>	E-15/25 <sup>2</sup>	W-0 from wetland	N-10	S-15	
33	NW-15/25 <sup>2</sup>	N/A	S-10	E-10	
34	N-15/25 <sup>2</sup>	S-30	W-10	E-15	
35	N-15/25 <sup>2</sup>	S-10	W-15	E-10	
36	N-15/25 <sup>2</sup>	S-10	W-10	E-10	
37	N-15/25 <sup>2</sup>	S-25	W-10	E-15	
38	S-15/25 <sup>2</sup>	N-30 from wetland	W-15	E-10	
39-40	S-15/25 <sup>2</sup>	N-0 from wetland	W-10	E-10	
41	SW-15	N-30 from wetland	W-10	E-25	S-20
42	NW-15	S-20	W-10	E-25	N-20
43-45	N-15/25 <sup>2</sup>	S-20	W-10	E-10	
46	N-15/25 <sup>2</sup>	S-20	W-15	E-10	
47-50	E-15/25 <sup>2,3</sup>	W-20	N-7½	S-7½	
51-54	W-15/25 <sup>2,3</sup>	E-20	N-7½	S-7½	
55	E-15/25 <sup>2,3</sup>	W-30	N-10	S-10	
56-59	E-15/25 <sup>2,3</sup>	W-30	N-7½	S-7½	
60-64	W-15/25 <sup>2,3</sup>	E-30	N-7½	S-7½	
65	E-10 <sup>4</sup>	W-5	N-5	S-15	
66	E-10 <sup>4</sup>	W-5	N-15	S-5	

Lot #	Street Boundary (feet)	Rear Boundary (feet)	Side Boundary (feet)	Side Boundary (feet)	Side Boundary (feet)
67	E-10 <sup>4</sup>	W-5	N-5	S-15	
68	E-10 <sup>4</sup>	W-5	N-15	S-5	
69	W-10 <sup>4</sup>	E-5	N-15	S-5	
70	W-10 <sup>4</sup>	E-5	N-5	S-15	
71	W-10 <sup>4</sup>	E-5	N-15	S-5	
72	W-10 <sup>4</sup>	E-5	N-5	S-15	
73-75	E-15/25 <sup>2</sup>	W-15	N-7½	S-7½	
76	E-25 except for southerly 80' where setback is 15'	W-0 from east boundary of easement for storm water retention site	N-10	S-40	
77	W-25	E-25	N-30	S-40	
78	N/A <sup>5</sup>	N/A <sup>5</sup>	N/A <sup>5</sup>	N/A <sup>5</sup>	

- <sup>1</sup> Lots #19 and #32 have existing structures which may not comply with setbacks; setback requirements are to be observed for future construction following the plat of Wilson Meadows.
- <sup>2</sup> The "15/25" streetyard setback means a minimum setback of 15 feet and a maximum setback of 25 feet.
- <sup>3</sup> Covered front porches and stoops may intrude up to eight (8) feet into the street setback.
- <sup>4</sup> Covered front porches and stoops may intrude up to five (5) feet into the street setback.
- <sup>5</sup> Upon approval of the Final Development Plan, Lot #78 was left as a block to be subdivided at a future time by the Board of County Commissioners with setbacks to be determined later.

General setback requirements:

FROM WETLANDS: Under Teton County regulations in effect at the time of the approval of the final development plan for Wilson Meadows, any development must be setback a minimum of thirty (30) feet from wetlands, except for development in lots where zero setbacks from wetlands is allowed by an approved variance.

FROM IRRIGATION DITCHES: Fifteen (15) feet.

FROM SUBDIVISION BOUNDARY: Twenty-five (25) feet, except for development in lots where less than twenty-five feet is allowed by an approved variance.

Specific setback requirements: The Board of the Homeowners Association is authorized to establish and enforce more restrictive setback standards than those indicated in Table #1 to govern the placement of structures to protect environmental resources and/or views from neighboring properties.