

DECLARATION OF PROTECTIVE COVENANTS FOR
THE TOWNHOMES AT MELODY RANCH

dated 6/27/97

**ARTICLE 1 - IMPOSITION AND PURPOSE OF COVENANTS
AND ANNEXATION OF ADDITIONAL PROPERTY**

This Document shall be and shall constitute the Declaration of Protective Covenants for the Townhomes at Melody Ranch. This document is promulgated and approved by No-Pro Housing, a Wyoming Nonprofit Corporation, the Declarant.

1.1 General Requirements. The name of the common interest community created hereby is the "Townhomes at Melody Ranch," ("the Project"). It is the intention of Declarant, expressed by its execution of this instrument, that the lands within the Project be developed and maintained as a highly desirable townhome project. It is the purpose of these Covenants that the present natural beauty, the natural growth, and native setting and surroundings of the the Project shall always be protected, insofar as it is possible, in connection with the uses and structures permitted by this instrument. It is of primary intent that the integrity and value of each townhome site in the Project shall be protected insofar as possible.

1.2 Planned Community. The Project shall be considered a part of a Planned Unit Development for purposes of the Land Use Development Reguiations resolution of Teton County.

1.3 Imposition of Covenants. Declarant hereby declares that all of the Project contained in Lot 14 a part of Residential Unit Two, Melody Ranch Upper Ranch Master Plat First Amendment, plat # 862, shall be owned, held, sold, conveyed, encumbered, leased, used, occupied, and developed subject to all of the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of the Project, and which shall run with the Property to which they are subject, and be binding on all parties having any right, title, or interest in the said Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner of any part thereof.

1.4 Right to Include Additional Properties. Declarant reserves the right to subject any additional Subdivision filings for real property within the Benefiting Parcel to the terms, conditions, and restrictions of these Covenants, thereby making the Owners of such Property, Members of the Townhomes at Melody Ranch Homeowners Association as hereinafter provided. Inclusion of additional properties may be accomplished, in the sole discretion of Declarant,

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Grantor: NO-PRO HOUSING

Grantee: THE PUBLIC

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V Jolynn Coonce, Teton County Clerk fees: 136.00

By JULIE HODGES Deputy

or Declarant's successors or assigns, by recording a Declaration of Covenant describing the Property upon which these Covenants are to be imposed and adopting these Covenants by specific reference to the date, instrument number, date of recording and recording information for these Covenants as reflected in the records of the Teton County Clerk, Teton County, Wyoming. Upon such recording, the additional properties shall be subject to these Covenants as if the same were set forth in full in such Declaration.

1.5 Annexation. It is contemplated by the Declarant that the Property subject to these Covenants may at some time be the subject of a proposal for annexation by the Town of Jackson. A primary utility service of the Project, the sanitary waste water collection and treatment system, is provided by the Town of Jackson and as a condition of such provision of service, the Town of Jackson has required that all persons, by acceptance of a deed for a Lot in the Project, will be deemed to have consented to annexation by the Town of Jackson. In furtherance of that objective, each Owner of a Lot or Townhome, by acceptance of a deed, does therefore agree to consent in whatever form may be required by applicable statutes to such annexation and agrees that they will not object to, or oppose, annexation by vote or any other means or methods.

1.6 Improvement and Service District. Declarant has formed an Improvement and Service District to be known as Melody Ranch Improvement and Service District which will provide sewer, domestic water, irrigation water, snow removal, trash pick up, open space and landscape easement and maintenance services, and such other services as may be lawfully provided by such an Improvement and Service District. All Lot and Townhome Owners within the Property subject to these Covenants and within the boundaries of the Improvement and Service District shall be subject to the rules and regulations of the Improvement and Service District and shall pay all applicable fees, assessments, and meter charges levied by the District. The level of such fees, assessments, and meter charges, and all rules and regulations with regard to utilization of services shall be established by the District and may be modified or amended on an annual or other regular basis. All Lot and Townhome Owners, by accepting a deed to the Property, shall consent and shall be deemed to have consented to the establishment and inclusion of the Project within the Improvement and Service District and will not oppose the establishment of the Improvement and Service District by vote or other action.

ARTICLE 2 - DEFINITIONS

The following words, terms, and phrases, when used in this Declaration, shall have the following meanings:

2.1 ARC. Architectural Review Committee.

2.2 Benefiting Parcel. The Property comprising Lot 3B of the Melody Ranch Upper Ranch Master Plat Second Amendment, Plat No. 884 and Lot 14 of the Melody Ranch Upper Ranch Master Plat First Amendment plat No. 862.

2.3 Common Area. 'Common Area' shall mean the open space, driveway and parking lots as shown on the recorded subdivision plat. Upon completion and acceptance of the improvements the ownership of the common area shall be transferred from No-Pro Housing to Melody Ranch Service and Maintenance District.

2.4 Declarant. The Declarant is No-Pro Housing, a Wyoming nonprofit corporation.

2.5 Declaration. This Declaration of Protective Covenants for the Townhomes at Melody Ranch and any and all duly executed amendments, supplements, or additions to this Declaration recorded in the Office of the Clerk and Recorder of Teton County, Wyoming, and including any maps or Plats recorded in connection therewith.

2.6 Improvement and Service District. 'Melody Ranch Service and Maintenance District' shall mean the quasi-governmental entity formed and approved for the Melody Ranch Subdivision for the purpose of providing certain services and improvements within the Melody Ranch Planned Unit Development and surrounding properties.

2.7 Lots. Shall mean all of the Subdivision Lots shown on a Recorded Plat of the Subdivision of either/or of said lots 3B and 14. Such lots shall be designated by a Lot number for the Project.

2.8 Melody Ranch Planned Unit Development Final Development Plan. The Final Development Plan for the Melody Ranch Planned Unit Development approved by the Board of County Commissioners of Teton County, Wyoming, on the 3rd day of October, 1995, and recorded in the Office of the Teton County Clerk.

2.9 Melody Ranch Residential Lots 3B and 14. Lot 3B of the Melody Ranch Upper Ranch Master Plat Second Amendment according to that Plat recorded as Plat No. 884 in the records of the Teton County Clerk, Teton County, Wyoming and Lot 14 of the Melody Ranch Upper Ranch Master Plat First Amendment, Plat no.862.

2.11 Owner. Means any person, firm, corporation, partnership, association, or other entity, including the Declarant, or any combination thereof, who own(s) one or more Lots of the Benefiting Parcel. The term "Owner" shall not refer to any lienholder unless such lienholder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

2.11 Recorded Plats. Shall mean that Subdivision Plat recorded as Plats Nos. 862 and 884 in the records of the Teton County Clerk, Teton County, Wyoming (hereinafter referred to as "Plats") and any Amendments or Replats thereof of all or a portion of said Lands.

2.12 The Project and/or Subdivision and the Term Subdivide. The term "Subdivision" shall mean Melody Ranch Subdivision Residential Unit Two - Lots 3B and 14, according to the Declaration of Protective Covenants for the Townhomes at Melody Ranch and the Plats thereof, as herein defined, filed for record in the real property records of Teton County, Wyoming. The terms "subdivide" or "subdivided" shall apply to the creation of a separate Lot or Lots processed as a Subdivision under the terms of Teton County Land Development Regulations.

ARTICLE 3 - THE TOWNHOMES AT MELODY RANCH HOMEOWNERS' ASSOCIATION

3.1 Membership and Voting Rights in the Association. All persons or associations who own or acquire the title in fee to any of the lands in the Project/other than lands dedicated as public roads, if any), by whatever means acquired, shall automatically become Members of the Townhomes at Melody Ranch Homeowners Association, Inc. (hereinafter referred to as "Association"), a Wyoming nonprofit corporation, in accordance with the Articles of Incorporation of said Association as filed with the Secretary of State of the State of Wyoming, and as the same may be duly amended from time to time.

3.2 Association Easement. The Association and the Improvement and Service District shall have the right of access to each Lot from time to time during reasonable hours as may be necessary for the maintenance repair or replacement of utility extensions, roads and fences, ditches and irrigation systems, and to conduct maintenance and repairs within the open space, and at any time for the making of emergency repairs, and shall have a non-exclusive easement, as may be appropriate, to perform the duties and functions which it is permitted to perform pursuant to this Declaration. In addition to the foregoing, the Association shall also have the right to establish utility easements from time to time for the benefit of Owners of Lots within the Subdivision across any of the lands within the Subdivision or the Benefiting Parcel subject, however, to the prior approval of the location of said easements by the Architectural Committee (ARC) and the Owner of the Benefiting Parcel, which approval shall not be

unreasonably withheld; further provided however, that the Owner of the Benefiting Parcel or the ARC may impose conditions on the use, installation, revegetation, or rehabilitation required to restore any disturbed Property to its prior condition after completion of the installation and any such utilities and may further require that all such utilities be installed underground.

3.3 Governing Instruments. The administration of the Association shall be governed by this Declaration and the Articles of Incorporation and Bylaws of the Association.

3.4 Duties and Voting of Board. The Board of Directors of the Association shall have the duties of management, operation, and maintenance of the Recreational Open Space and Improvements and the exterior of the Townhomes and garages of the Project and fences of the exterior of the Townhomes and garage and the enforcement of the provisions of this Declaration, the Articles and Bylaws of the Association, and the rules and regulations adopted by the Board of Directors from time to time.

- (a) No Member of the Board and no Officer shall be liable for actions taken or omissions made in the performance of such Member's duties except for wanton and willful acts or omissions.
- (b) The Board of Directors shall act by a majority vote.
- (C) The board may appoint such committees as it sees fit to act for the association and the board including but not limited to the architectural review committee (ARC) and a Management Committee.

3.5 Election of the Board. The Board of Directors shall be composed of five (5) persons. Initially, the Declarant shall appoint all five (5) Directors. However, not later than sixty (60) days after conveyance of thirty-three percent (33%) of the Lots that may be created to Owners, other than the Declarant, at least one(1) Member of the Board of Directors must be elected by Lot Owners other than the Declarant. Not later than sixty (60) days after conveyance of sixty-six percent (66%) of the Lots that may be created to Owners, other than the Declarant, no less than two (2) of the Members of the Board of Directors must be elected by unit Owners other than the Declarant. No later than either sixty (60) days after the earlier of the conveyance of eighty-four and one-half percent (84.5%) of the Lots that may be created to Owners other than the Declarant, two (2) years after the last conveyance of a Lot by the Declarant in the ordinary course of business, or two (2) years after any right to add new Lots

was last exercised, the Owners of the units shall elect the entire Board of Directors, at least a majority of who must be unit Owners other than the Declarant or designated representatives of unit Owners other than the Declarant.

3.6 Removal of Directors. The Members may remove a Director, other than a Director appointed by the Declarant, with or without cause, by a two-thirds (2/3) vote of the Members at which a quorum is present.

3.7 Reservation. Declarant reserves the right to convey the Open Space and driveway and parking area lots to Melody Ranch Improvement and Service District and to contract with the District for provision of any services for which the Association may collect assessments.

3.8 Delivery of Association Property. Within sixty (60) days after the Owners, other than the Declarant, elect a majority of the Members of the Board, the Declarant shall deliver to the Association all Property of the Owners and of the Association not excluded under Paragraph 3.7 above, which is held or controlled by the Declarant, including without limitation, the following items:

- (a) The original or certified copy of the recorded Declaration as amended, the Association's Articles of Incorporation, Bylaws, minute books, other books and records, and any rules and regulations which may have been promulgated;
- (b) An accounting for Association funds and financial statements, for the date the Association received funds and ending on the date when the Owners other than the Declarant took control of the Association. The financial statements shall be audited by an independent certified public accountant and shall be accompanied by the accountant's letter, expressing either the opinion that the financial statements present fairly the financial position of the Association in conformity with generally accepted accounting principles or a disclaimer of the accountant's ability to attest to the fairness of the presentation of the financial information in conformity with generally accepted accounting principles and the reasons therefor. The expense of the audit shall not be paid for or charged to the Association.
- (c) The Association funds or control thereof;
- (d) All of the Declarant's tangible personal property that has been represented by the Declarant to be the Property of the Association, and inventories of such Property;
- (e) A copy of any plans and specifications used in the construction of the improvements in the Subdivision which were completed within two (2) years before the Declaration was recorded;

- (f) All insurance policies then in force, in which the Owners, the Association, or its Directors and Officers are named as insured persons;
- (g) Copies of any Certificates of Occupancy that may have been issued with respect to any improvements comprising the Subdivision;
- (h) Any other permits issued by governmental bodies applicable to the Subdivision and which are currently in force or which were issued within one (1) year prior to the date on which the Owners, other than the Declarant, took control of the Association;
- (I) Easement for use by the Association;
- (j) Written warranties of any contractor, subcontractors, supplies, and manufacturers that are still effective;
- (k) A roster of Owners and holders of first mortgages or deeds of trust and their addresses and telephone numbers, if known, as shown on the Declarant's records;
- (l) Empicment contracts in which the Association is a contracting party; and
- (m) Any service contract in which the Association is a contracting party or in which the Association or the Owners have any obligation to pay a fee to the persons performing the services.

3.9 Budget. The Association must prepare an annual budget. Within thirty (30) days after adoption of any proposed budget for the Association, the Board of Directors shall mail, by ordinary first-class mail, or otherwise deliver a summary of the budget to all Members and shall set a date for a meeting of the Members to consider ratification of the budget not less than fourteen (14) nor more than sixty(60) days after mailing or other delivery of the summary. Unless at that meeting a majority of all Members reject the budget, the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Members must be continued until such time as the Members ratify a subsequent budget proposed by the Board.

3.10 Assessments. All Owners shall be obligated to pay assessments imposed by the Association and/or the Improvement and Service District to meet the expenses of management, operation, and maintenance of the Subdivision. Assessment shall be made against each Lot in proportion that the Lot bears to the total number of Lots in the Recorded Plats of Residential Unit No. 2 Lots 3B and 14 as may amended from time to time. In addition, the Association may apportion the easements against such Lots based on a direct usage or benefit. Lots or buildings which are deed restricted for affordable housing purposes, shall only pay assessments for assessable costs as defined hereinafter, as the same

are directly attributable on a direct usage basis.

1. Open Space, Driveway and Parking Area Lots. Assessments will include the cost of the maintenance and operation of the open space, driveway and parking area improvements, all utility systems, the ponds and bike paths including landscaping, irrigation, care of the grounds, repairs and renovations, trash and garbage collection, snow removal and associated fees, wages and equipment costs.

2. Exterior of Building. Assessments will include the cost of the maintenances and repairs of the fences walkways and exterior of the building including but not limited to general maintenance and repair, painting and/or refinishing of the wood siding, soffits, trim and fascias, wood decks, the repair and/or replacement of the roofs.

The budget shall include sufficient funds to at a minimum repaint once every five years and to replace the roofs once every ten years.

3. Responsibility of Owners. The individual Townhome Owners will be responsible for the repair, maintenance and/or replacement of the exterior doors and windows of their respective Townhomes and all interior construction, cabinets, appliances, fixtures, equipment, electrical, mechanical, and plumbing systems and all normal and necessary appliances. Townhome Owners shall, at their own cost and expense, maintain, repair, paint, wax, tile, paper or otherwise refinish and decorate the interior surfaces of the walls, ceilings, floors and doors, windows within their Townhome. In addition each Townhome owner shall otherwise keep the interior of his Townhome in good repair, in a clean and sanitary condition. Owners also shall have responsibility for maintaining and repairing decks, landscaping and irrigation in areas which are walled or fenced off from the general public, including both sides of the fence or wall involved. If, however, in the opinion of the Management Committee, any of the areas which are the responsibility of a Owner are not being properly maintained or repaired, then the Management Committee may have necessary maintenance and repair done and make a special assessment to the Owner for the cost thereof, said assessment to be paid in the same manner and to have the same weight and effect as any other assessment made pursuant to this Declaration. The Owners shall keep clean and in a sanitary condition their storage areas, garages, decks and patios, if any.

4. Landscape Areas and Building Exterior. In the event an owner of any Lot in the Project shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the HOA the Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the landscaping and the exterior of the building and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot

is subject.

5. Willful or Negligent Acts. In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

6. Party Walls. Each wall which is built as a part of the original construction of the homes upon the Project and placed on or adjacent to the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this section, the general rules of law regarding party walls and liability for property damage due to negligence of willful acts or omissions shall apply thereto. An Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. In the event of any dispute arising concerning a party wall, or under the provisions of this section, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

7. Additional Costs. Assessments may include the cost of collection, wages, insurance, accounting and other such fees, expenses and liabilities included by the Association under or by reason of this Declaration. Payment of any deficit from a previous assessments, creation of reasonable contingencies, reserve or surplus fund and other costs and expenses relating to the Project. Assessments shall be a personal obligation of each Owner and suit to recover money judgement shall be maintainable without waiving the lien securing the same.

3.11 Assessment Lien.

- (a) Assessments chargeable to any Lot shall constitute a lien on such Lot superior to all other liens and encumbrances except: (I) liens and encumbrances recorded before the recordation of the Declaration; (ii) a security interest on the Lot which has priority over all other security interests on the Lot and which was recorded before the date on which the assessment sought to be enforced became delinquent; and (iii) liens for real estate taxes and other governmental assessments or charges against the Lot.
- (b) An assessment lien under this Section 3.11, is superior to a security interest on the Lot which has priority over all other security interests on the Lot and which was recorded before the date on which the assessment sought to be enforced became delinquent to the extent thereof:

1. any attorney fees and costs being incurred in an action to enforce the lien, plus;
- (2) an amount equal to the common expense assessments based on a periodic budget adopted by the Association which would have become due, in the absence of any acceleration during the six (6) months immediately preceding institution of an action to enforce the lien, but in no event shall such priority accorded to the assessment lien exceed one-hundred fifty percent (150%) of the average monthly assessment during the immediately preceding fiscal year multiplied by six (6).

(c) This Section 3.11 does not affect the priority of mechanics' or materialmen's liens or the priority of liens for other assessments made by the Association.

(d) If any assessment shall remain unpaid twenty-five (25) days after the due date thereof, the Association may impose a surcharge of one and three quarters percent (1.75%) of such assessment on the first day of each calendar month thereafter so long as such assessment shall be unpaid, provided however, that the maximum surcharge in one (1) year shall be no greater than twenty-one percent (21%).

(e) Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation is required.

(f) The Association's lien may be foreclosed in like manner as a mortgage on real estate containing a power of sale by advertisement and sale as allowed by the laws of the State of Wyoming.

(g) Upon such foreclosure, the Association's claim shall include the amount of unpaid assessments, penalties thereon, the costs and expenses of such proceedings, the costs and expenses of filing the notice of lien, and reasonable attorney's fees, and any deficiency shall be a common expense assessed equally to all Lot Owners. The Association may bid on the Lot at the foreclosure sale and hold, lease, mortgage, or convey the same.

3.12 Statement of Assessments and Liability of Purchasers. The Association shall furnish to an Owner or his designee or to a holder of a security interest or its designee upon written request, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the Association's registered agent, a statement setting forth the amount of unpaid assessments currently levied against such Owner's Lot. The statement shall be furnished within fourteen (14) business days after receipt of the request and is binding on the Association, the Board of Directors, and every Owner. If no statement is furnished to the Owner or holder of a security

interest or their designee, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assess a priority lien upon the Unit for unpaid assessments which were due as of the date of the request.

(a) The grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the tract accrued prior to the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

3.12 Incorporation into Future Filings. For purposes of administration, maintenance, and the sharing of expenses provided for in Section 3.10 above, the Association may be incorporated into any association created in the future pursuant to the further subdivision of lands now or hereafter owned by Declarant, its successors and assigns, which are located within the Residential Unit No. 2 Lots 3B and 14 of the Melody Ranch. Without incorporation, the Association may contract with any other homeowners' association which administers Melody Ranch Property or with the Improvement and Service District to mutually undertake functions similar to those undertaken by Association's pursuant to this Declaration and the costs incurred pursuant to said contract shall be a common expense of the Association.

3.14 Declarant's and Owner's Acknowledgment of Future Development Potential. Declarant acknowledges that pursuant to the Land Development Regulations of Teton County, through which the Subdivision was created, the lands within the Subdivision and the Benefiting Parcel are presently restricted as to the number of Lots which may be created. However, each Owner of a Lot, by acquiring title thereto subject to this Declaration, acknowledges and agrees that, for a period of ten (10) years following the recordation of the Declaration, subject to obtaining any necessary approvals from the government of Teton County, Wyoming or any successor political Subdivision having jurisdiction over the Subdivision and the Benefiting Parcel; (1) Declarant, its successors and assigns, may undertake additional development of the Benefiting Parcel of a residential character and may involve subdivision and/or rezoning; (2) no such Owner shall have any claim against Declarant nor shall make any objection to any such future development based upon any claim of reliance or misrepresentation with respect thereto; and (3) that the maximum number of Lots is ascertainable as being the number set out in the Final Development Plan for Residential Unit No. 1 and 2 of the Melody Ranch, approved by the Teton County Commissioners on October 10, 1995.

ARTICLE 4 - MANAGEMENT COMMITTEE

4.1 Management Committees. The Management Committee shall mean the Board of Directors of the Association. The following is an outline of the function, powers and duties of the Management Committee.

4.2 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 Management Committee as provided in the Declaration and Bylaws. The Management Committee shall be elected as provided in the Bylaws. All agreements and determinations with respect to the Property lawfully made or entered into by the Management Committee shall be binding upon all of the Unit Owners and their successors and assigns.

4.3 Powers and Duties of Management Committee. The Management Committee shall have all the powers, duties and responsibilities which are now or may hereafter be provided by the Act, this Declaration and the Bylaws, including but not limited to the following:

- A. To make and enforce all house rules and administrative rules and regulations covering the operation and maintenance of the Property.
- B. To engage the services of a manager or managing company, accountants, attorneys or other employees or agents and to pay to said persons a reasonable compensation for their services; provided however, that any management agreement may be terminable by the Management Committee for cause upon thirty (30) days' written notice and that the term of any said management agreement generally shall not exceed one (1) year, renewable by agreement for successive one (1) year periods.
- C. To operate, maintain, repair, improve, and replace the Common Areas and facilities, including the entering into of agreements for the use and maintenance of the Common Areas and facilities and adjacent contiguous property for the benefit of the Association. The Management Committee shall, as part of the responsibilities outlined in this section, make arrangements for the winter care of roadways, etc.
- D. To determine and pay the common expenses.
- E. To assess and collect the proportionate share of common expenses from the Unit Owners.
- F. To enter into contracts, deeds, leases, and/or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.
- G. To open bank accounts on behalf of the Association and to designate the signature therefore.
- H. To purchase, hold, sell, convey, mortgage, or lease any one or more Units in the name of the Association or its designee.
- I. To bring, prosecute and settle litigation for itself, the

Association and the Property, provided that it shall make no settlement which results in liability against the Management Committee, the Association or the Property in excess of \$20,000.00 without prior approval of the majority of the Unit Owners.

J. To obtain insurance for the Association with respect to the Units and Common Areas and facilities, as well as workmen's compensation insurance as needed.

K. To repair or restore the Property following damage or destruction or a permanent taking by a power in the nature of eminent domain or by an action or deed in lieu of condemnation not resulting in the removal of the Property from the provisions of the Act.

L. To own, purchase or lease, hold and sell or otherwise dispose of on behalf of the Unit Owners, items of personal property necessary to or convenient in the Management Committee and in the operation of the Property.

M. To keep adequate books and records.

N. To do all other acts necessary for the operation and maintenance of the Property, including the maintenance and repair of any Unit if the same is necessary to protect or preserve the Property.

4.4 Delegation of Powers. The Management Committee may delegate to a manager or managing company all of its foregoing powers, duties and responsibilities referred to in Section 3 above except: the final determination of common expenses, budgets and assessments based thereon; the promulgation of house rules and administrative rules and regulations; the power to enter into any contract involving more than \$10,000.00 in any one fiscal year; the power to purchase, hold, sell, convey, mortgage, or lease any Units in the name of the Association; to bring, prosecute and settle litigation; or any other power, duty or responsibility nondelegable by law.

4.5 Limited Liability of Management Committee, etc. Members of the Management Committee, the officers, and any assistant officer, agents and employees of the Association: (1) shall not be liable to the Unit 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 a Unit Owner or any other person or entity under any agreement, instrument of 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 unit Owner of any person or entity, direct or imputed, by virtue of acts performed by them except for their own willful misconduct or bad faith or acts performed by them in a capacity other than indicated herein; (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.

4.6 Indemnification. The Unit Owners or Association shall indemnify and hold harmless any person, his heirs and personal representatives from and against all personal liability and all expenses, including attorney's fees, incurred or imposed or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by any one or more Unit Owners or any other persons or entities to which he shall be or shall be threatened to be made a party by reason of the fact that he was a member of the Management Committee or an officer or assistant officer, agent or employee of the Association, other than to the extent, if any, such liability or expense shall be attributable to his willful misconduct or bad faith; provided, further that in the case of any settlement that the Management Committee shall have approved, the indemnification shall apply only when the Management Committee approves the settlement as being in the best interests of the Association. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or vote of Unit Owners or of the Management Committee or otherwise. The indemnification by the Unit Owners as contained herein shall be paid by the Management Committee on behalf of the Unit Owners and shall constitute a common expense and shall be assessed and collectable as such.

ARTICLE 5 - ARCHITECTURAL REVIEW COMMITTEE

5.1 Architectural Review Committee. The Architectural Review Committee (ARC) shall mean the Board of Directors of the Association. The Architectural Committee shall have and exercise all of the powers, duties, and responsibilities set out in this instrument, including but not limited to the implementation of the development standards, design guidelines and requirements for compliance with its authority, including the establishment of costs and fees reasonably related to the processing and evaluation of requests for Committee action. Such guidelines, requirements, and fees may be amended, from time to time, by a majority vote of the ARC.

5.2 Approval by Architectural Review Committee. No improvements of any kind, including but not limited to dwelling houses, barns, stables, outbuildings, swimming pools, tennis courts, ponds, driveways and parking areas, fences, walls, garages, antennae, flagpoles, curbs, walks, landscaping, irrigation ditches or structures, and wells shall ever be constructed or altered (including any change in exterior color or materials), on any lands within the Subdivision, nor may any vegetation be altered or destroyed nor any landscaping performed on any Lot, unless the complete architectural plans for such construction or alteration or landscaping are approved in writing by the ARC prior to the commencement of such work. No person shall have the right to

rely on any verbal approval. In the event the ARC fails to take any action within sixty (60) days after complete architectural plans for such work have been submitted to it, then all of such submitted architectural plans shall be deemed to be approved. In the event the ARC shall disapprove any architectural plans, the person or association submitting such architectural plans may appeal the matter to the next annual or special meeting of the Members of the Association, where a vote of at least two-thirds (2/3) of the votes entitled to be cast at said meeting shall be required to change the decision of the ARC.

5.3 Variances. Where circumstances such as topography, location of Property lines, location of trees and brush, or other matters require, the Architectural Committee may, by a two-thirds (2/3) vote, allow reasonable variances as to any of the covenants contained in this Declaration, on such terms and conditions as it shall require; provided that no such variance shall be finally allowed until thirty (30) days after the Architectural Committee shall have mailed a notice of such variance to each Member of the Association. In the event thirty percent (30%) of the Members shall notify the Architectural Committee in writing of their objection to such variance within said thirty (30) day period, the variance shall not be allowed until such time as it shall have been approved by a vote of at least two-thirds (2/3) of the votes entitled to be cast at an annual or special meeting of the Members of the Association.

5.4 General Requirements. The Architectural Committee shall exercise its best judgment to insure that all improvements, construction, landscaping, and alterations on the lands within the Subdivision conform to the Development Standards contained in the Melody Ranch Planned Unit Development Final Development Plan and harmonize with the natural surroundings and with the existing structures as to external design, materials, color, siting, height, topography, grade, landscaping, and finished ground elevation. The Architectural Committee shall protect the seclusion of each home site from other home sites insofar as possible and may require landscaping and the planting of specimen trees.

5.5 Development Standards. The Development Standards are included herein by reference and are attached hereto as Appendix "A." Declarant reserves the right at his sole discretion to issue clarifications to such standards and to amend the standards from time to time as may be required.

5.6 Preliminary Approvals. Persons or associations who anticipate constructing improvements on lands within the Subdivision, whether they already own lands in the Subdivision or are contemplating the

purchase of such lands, may submit preliminary sketches of such improvements to the Architectural Committee for informal and preliminary approval or disapproval, but the Architectural Committee shall never be finally committed or bound by a preliminary or informal approval or disapproval until such time as complete architectural plans are submitted and approved or disapproved.

5.7 Architectural Plans. The Architectural Committee shall disapprove any architectural plans submitted to it which are not sufficient for it to exercise the judgment required of it by this Declaration.

5.8 Architectural Committee Not Liable. The Architectural Committee shall not be liable in damages to any person or association submitting any architectural plans for approval, or to any Owner or Owners of lands within the Subdivision, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such architectural plans. Any person or association acquiring the title to any Property in the Subdivision, or any person or association submitting plans to the Architectural Committee for approval, by so doing, does agree and covenant that he or it will not bring any action or suit to recover damages against the Architectural Committee, its Members as individuals, or its advisors, employees, or agents.

5.9 Written Records. The Architectural Committee shall keep and safeguard for at least five (5) years complete permanent written records of all applications for approval submitted to it (including one set of all architectural plans so submitted) and of all actions of approval or disapproval and all other actions taken by it under the provisions of this instrument.

ARTICLE 6 - GENERAL RESTRICTIONS ON ALL LOTS

6.1 Zoning Regulations. No lands within the Subdivision shall ever be occupied or used by or for any structure or purpose or in any manner which is contrary to the Melody Ranch Final Development Plan as approved by the County Commissioners of Teton County, Wyoming, validly in force from time to time, except as the same may be allowed under said regulations as a non-conforming structure. Subject to the provisions of Paragraph 3.14, no lands within the Subdivision (including any Lot within the Subdivision) shall be further subdivided subsequent to the recordation of the applicable Plat map. The Section 5.1 may not be amended without the written consent of the Board of County Commissioners of Teton County, Wyoming.

6.2 No Mining, Drilling, or Quarrying. No mining, quarrying, tunneling, excavating, or drilling for any substance within the earth, including but not limited to, oil, gas, minerals, gravel, sand, rock,

geothermal and earth, except for activities conducted under prior mineral reservations, agricultural, utility, water and sewer purposes shall ever be permitted within the limits of the Subdivision.

6.3 No Business Uses. No lands within the Subdivision shall ever be occupied or used for any non-agricultural commercial or business purpose nor for any noxious activity and nothing shall be done or be permitted to be done on any of said lands which is a nuisance or might become a nuisance to the Owner or Owners of any said lands. No store, office, or other place of non-agricultural commercial or professional business of any kind; nor any hospital, sanitarium or other place for the care or treatment of the sick or disabled physically or mentally; nor any public theater, bar restaurant, or other public place of entertainment; nor any church, shall ever be constructed, altered, or permitted to remain within the Subdivision.

Nothing herein shall be deemed to prohibit recreational facilities or activities including without limitation, equestrian, golf, etc., nor any home occupation, provided the same is permitted under the Teton County Land Development Regulations in effect and as amended from time to time and further provided such use does not constitute a nuisance or violate any other provision of this Declaration.

The Declarant may maintain sales and/or construction offices within the Project at a location and of a design and layout as may be approved by the ARC. The sales and construction activities shall be solely related to the development and sales activities of Residential Unit No. 2 of the Melody Ranch.

6.4 Signs. With the exception of one "For Rent" or "For Sale" sign (which shall not be larger than 18 x 24 inches) no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted to remain on any Lot in the Subdivision. The above-referenced "For Rent" or "For Sale" sign shall only be located, if permitted by the Architectural Committee, within the boundaries of a Lot.

Temporary sales and directional and informational signs may be erected by Declarant in conjunction with the sale of Lots within the Subdivision.

6.5 Domestic animals or fowl. No domestic animals or fowl shall be maintained on any Lot other than not more than two (2) generally recognized house or yard pets, provided, however, that such animals shall at all times be restrained or leashed, 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. Pets shall be fed indoors or, if fed outdoors, shall be fed in a manner as not to

become a wildlife attractor. If any animals are caught or identified chasing or otherwise harassing livestock, wildlife, people, vehicles, or bicycles, 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 Two-hundred Fifty Dollars (\$250.00) plus all costs of impoundment. If any such animal or animals are caught or identified chasing or harassing wildlife, livestock, people, vehicles, or bicycles on 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 Five-hundred Dollars (\$500.00) per animal, plus costs of impoundment. On the third violation, in addition to the foregoing penalties, the offending animal or animals shall be removed from the Subdivision. 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 animals or animals. In addition, violation of these restrictions on a third occasion may result in the termination of the right to keep pets on the Property in the sole discretion of the Board.

6.6 Fences, Service Yards Equipment and Trash. All clothes lines, equipment, service yards, woodpiles, or storage piles on any Lot in the Subdivision shall be kept screened by adequate planting or fencing so as to conceal them from the view of neighboring Lots and streets and access roads. All campers, boats, trucks, and trailers shall be kept stored in the recreational equipment storage yard provided by Melody Ranch. Snowmobiles, bikes, motorcycles, and other possessions shall be kept stored within the residence, garage, or storage shed, or at the recreational equipment storage yard. All rubbish and trash shall be removed from all Lots, and shall not be allowed to accumulate and shall not be burned thereon.

The fences installed at the time of construction of the Townhomes shall be maintained in place. No fence may be removed without the express permission of the Declarant.

6.7 No Discharge of Firearms. The discharge of firearms shall not be permitted on any of the lands in the Subdivision without approval of the ARC and only if reasonably related to bona fide ranching or farming necessities. Hunting activities may take place only with the prior written consent of the Architectural Control Committee, and notwithstanding any such consent, shall not be conducted in a manner that is disruptive of the peace and tranquillity of adjacent properties nor in a manner that could or is likely to create a threat to the safety of persons or property.

6.8 Noxious and offensive activities. 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. All storage of toxic materials shall be limited and storage areas so constructed as to prevent any leakage or discharge of such materials into the Snake River or any of its tributaries, including underground aquifers. The use and disposal of hazardous materials must follow all federal and state requirements. Hazardous materials must not be disposed of on-site. In determining whether there has been violation of this paragraph recognition must be given to the premise that Owners, by virtue of their interest and participation in the Subdivision are entitled to the reasonable enjoyment of the natural benefits and surroundings of the Subdivision. 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.

6.9 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 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. Noxious weed treatment shall be strictly limited to herbicides approved by the Teton County Weed and Pest Control Board. Under no circumstance, however, shall materials or methods be utilized to control noxious weeds which would endanger wildlife or sensitive wetlands habitat on the Property or adjacent lands.

6.10 Irrigation, Irrigation Ditches, and Water Use. There is an irrigation ditch located on the Property. The irrigation ditch is identified on the Subdivision Plat of the Property. It is essential to keep this ditch 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.

(a) Irrigation. No Lot Owner shall utilize any of the domestic water system constructed for the Subdivision for irrigation or yard and lawn watering and irrigation purposes during any period in which a separate irrigation system is provided for use of the Lot Owners.

The separate irrigation and yard and lawn watering system shall utilize currently existing water rights appurtenant to the Property and retained by the Declarant.

The Homeowners Association shall appoint a water steward, which duties may be transferred to the Melody Ranch Improvement and Service District for the purpose of controlling all irrigation water and Declarant hereby reserves to the Association or the Improvement and Service District, as the case may be, the right on behalf of all Lot Owners to grant necessary approvals and take any and all regulatory action necessary with regard to the control and use of irrigation water.

All irrigation uses of the irrigation water reserved and retained for use upon the Property shall be subject to the control, and all reasonable rules and regulations adopted for such control by the Association, the water steward, and/or the Improvement and Service District, as the case may be.

All Lot Owners shall be required to install an irrigation system. The irrigation water used will be metered and the cost for such water will be paid to the Service and Maintenance District.

6.11 Wildlife Protection. 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 the 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. Each Lot Owner, by acceptance of a deed, does hereby waive any and all depredation claim against the State of Wyoming or the Game and Fish Department resulting from violation of any of the following provisions:

- (a) 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 that portion of the building envelope necessary for the purposes of constructing authorized structures or roads thereon, and particular attention shall be given to the protection of trees identified by the Site Committee after consultation with the Wyoming Game & Fish Department as important to raptor species as perching or nesting sites.
- (b) 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 a fenced yard on the Lot.
- (c) No hunting or shooting of guns or discharge of explosives shall be allowed on any Lot without the prior written consent of the ARC.
- (d) While no raptor nests are currently known to exist on the Property, all Owners are requested to immediately report locations of active raptor nests to a Member of the Site Committee who shall report the information to the Wyoming Game and Fish Department. No active raptor nests shall be approached during the nesting season.
- (e) The Owner of every Lot, as well as guests and invitees, shall comply with all State and Federal laws prohibiting the harassment, injury, or killing of any wildlife species on the Property comprising the Subdivision to which these Covenants are applicable.
- (f) No elk or other big game animals shall be fed hay or any other food on the Property in order to prevent migrating animals from interrupting their migration to winter feeding grounds and to prevent such animals from becoming habituated to unnatural food sources. In addition, all new planting of shrubs and trees shall be limited to those species which are not unduly palatable to browsing animal species. The Site Committee will provide a list in consultation with the Wyoming Game and Fish Department of species of trees and shrubs which may be unduly palatable to browsing animals and, accordingly, may be prohibited.
- (g) 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.
- (h) The purchaser of each Lot is thereby advised and notified that lawful hunting of birds and wild game may occur on

lands surrounding the Subdivision and such Owners acknowledge that neither the Association nor the Declarant controls or may control such hunting activities.

6.12 Parking Rights. Ownership of each lot shall entitle the owners or owners thereof to the use of not more than one automobile parking space, which shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The association shall permanently assign one vehicle parking space for each dwelling, in addition to the parking space located in the garage on the lot; unassigned guest parking spaces will be available for the use of guests of the owners.

6.13 Additional Restrictions. The Owners shall not place or store anything within the open space or driveway area lots, with the exception of in a facility specifically designated or approved for their storage. All owners shall keep their residences and their lots in a reasonably clean, safe, sightly and tidy condition. No clotheslines will be permitted. Any tires, lawnmowers, garden equipment, childrens toys and other similar items must be stored and appropriately screened from the public view when not in use. No antennas or television "dishes" or other items may be placed in public view or upon any of the common areas or lots without the express written consent of the Management Committee. Refuse, garbage and trash shall be kept at all times in a covered container, such covered container shall be screened from view at all times other than a specified regular time period for garbage pick-up. The parking of recreational vehicles, boats, trailers and inoperative vehicles is prohibited in parking areas, garages and the open space. The Management Committee shall have full power and authority to regulate the motorbikes, motorcycles and other similar vehicles and equipment, and to regulate the use of roadways by imposing and enforcing speed limits and other restriction, all with full power and authority to impose and enforce (by special assessments hereunder or otherwise) fines and other penalties or violations of such regulations.

6.14 Obstructing Common Areas. Owners shall not obstruct common areas. Owners shall not place or store anything within the common areas without the prior written consent of the Management Committee or its designee except in a facility specifically designated or approved for such storage. The storage of snow on the property shall not be allowed to occupy required parking spaces or be placed within 50 feet of ponds, vehicle safety, or obstruct emergency vehicle access to the property.

ARTICLE 7 - RESTRICTIONS ON LOTS

7.1 Number and Location of Buildings. Except for buildings or structures in place on the date of recording this Declaration, no buildings or structures shall be placed, erected, altered, or permitted to remain on any Lot other than:

- (a) One Townhome;
- (b) One attached or detached garage;
- (C) One or more accessory structures;

(d) No dwelling house, building, or other structure shall be placed, erected, altered, or permitted to remain on any Lot, at any site or location, other than within the building area designated on the Site Development Plan as approved by Teton County. The location of accessory shall be as approved by the Architectural Review Committee.

7.1.1 Each Townhome shall be equipped with fire detectors and a fire alarm.

7.1.2 All improvements, construction, landscaping, and alteration shall conform to the Development Standards contained in the Melody Ranch Planned Unit Development Final Development Plan.

7.1.3 The minimum floor area of any Townhome shall not be less than one thousand (1,000) square feet, exclusive of any garage, carport or unenclosed porches or decks. The ground floor area shall not be less than seven-hundred (700) square feet, exclusive of any garage, carport, or unenclosed porch or deck.

7.1.4 In addition to the approval required to be obtained by the ARC, prior to issuance of residential building permits, individual Townhome design and grading shall be reviewed and approved by a registered engineer or architect to insure that such construction and grading does not create any adverse impact or drainage throughout the Subdivision. In addition, prior to issuance of any such building permit for any Lot within the Subdivision, the Teton County Building and Sanitation Departments shall review and approve a final drainage plan which addresses control of irrigation water and drainage water as they relate to adjacent Lots and open space areas. All construction activity within Lots within the Subdivision shall be limited to the hours between 7:00 a.m. and 7:00 p.m.

7.2 Townhome to be Constructed First. No garage, or other building shall be constructed on any Lot until after commencement of construction of the dwelling house on the same Lot. All construction and alteration work shall be prosecuted diligently, and each building, structure, or improvement which is commenced on any Lot shall be entirely completed within eighteen (18) months after commencement of construction.

The provisions for temporary sanitary facilities, construction power, temporary fire service and all weather access as set out in the Final Development Plan shall be observed by all Lot Owners.

7.3 Towers and Antennae. No towers or radio or television antennae or satellite transmission receiving antennae shall be erected on any Lot without approval of the Architectural Committee and shall be fully screened from view from adjacent properties.

7.4 Trees and Landscaping. No trees or brush growing on any Lot shall be felled or trimmed nor shall any natural areas be cleared, graded, or formal lawn areas constructed, or landscaping performed on any Lot without the prior written permission of the ARC. All landscaping shall, at a minimum, conform to the master landscaping plan and planting schedule incorporated into the final development plan for the Subdivision. Each Owner of a Lot shall provide, prior to issuance of a building permit on said Lot, financial assurances satisfactory to ARC, for the costs of landscaping necessary to comply with the Landscape Plan for said Lot.

7.5 Tanks. No tanks of any kind shall be erected, placed, or permitted upon any Lot unless buried, or if located above ground, the location and screening shall be as determined by the ARC.

7.6 Used or Temporary Structures. No used or previously erected or temporary house, structure, house trailer, or non-permanent outbuilding shall every be placed, erected, or allowed to remain on any Lot, except, to the extent permitted by all applicable County regulations, during construction periods, and no Townhome shall be occupied in any manner prior to its completion.

7.7 Exterior Lighting. All exterior lights and light standards on Lots shall be approved by the ARC for harmonious development and the prevention of lighting nuisances to other lands in the Subdivision and shall also fully comply with any applicable Teton County lighting regulations.

7.8 Off-Street Parking. No Townhome shall be constructed on any Lot unless there is concurrently constructed on the same Lot adequate off-street parking areas for at least one (1) automobile. One (1) additional assigned parking space will be provided within the driveway and parking area lot adjacent to the garage.

All trailers or vehicles used in the course of business and all recreational vehicles, boats, campers, snow machines, camper-trailers, and similar recreational vehicles, trailers, or equipment, shall be parked, stored, or kept in enclosed garages of suitable size, or the recreational equipment area at all times.

7.9 Road Damage. Each Owner of a Lot is responsible for any damage caused to the roadways within the Project during the construction of

improvements upon such Owner's Property by any vehicle or equipment belonging either to said Owner or to any person or entity using the roads within the Project while engaged in any activity benefiting said Owner. Metal treads or other "Lugged" tread or tired vehicles are not permitted to drive across the roads within the Project, however, such equipment may access lands within the Project on a trailer or flatbed vehicle as may be appropriate provided any damage resulting therefrom is repaired and paid for as provided hereinabove. Each Owner shall also be responsible for any damage caused by utility cuts in roads, wash-outs, and run-off damage caused by failure to install culverts properly and in a timely manner as may be necessary in connection with the construction of improvements upon or any other uses made by such Owner to his Lot. The Board of Directors shall have the right to establish, implement, and enforce an impact fee system to allocate costs for road damage and general wear and tear on the roads within the Project upon terms and conditions which said Board deems best in the interests of the Members of the Association. Such impact fee system may include charges based upon "per vehicle", "per load", "per ton", or "per trip" calculations. Said system may also deny access to the Project to any vehicle for which said impact fee has not been paid. The Board may also implement and enforce weight limits on the roads within the Project.

7.10 Sanitary & Water Systems. No sewer disposal system, sanitary system, cesspool, septic tank, or well shall be allowed to be constructed or allowed to remain or be used on any Lot. All Lots shall be connected to and shall utilize the domestic and irrigation metered water and sewer distribution system provided by the Melody Ranch or the Improvement and Service District.

7.11 Roof Design. The design of all roofs shall be carried out in a manner to create visual interest and variety. Roofs shall contain varied offsets, dormers, gables, and hips to eliminate continuous and unvaried roof slopes. The roof slopes shall be combinations of 4 in 12 and 6 in 12 slopes.

ARTICLE 8 - RESTRICTION ON RECREATION

OPEN SPACE AREA

8.1 No Structures or Improvements. Unless permitted by Melody Ranch Final Development Plan regulations, as adopted or amended from time to time, no buildings, structures, or improvements of any nature shall be placed, erected, altered, or permitted to remain on any Open Space area shown on the Project Site Development Plan and Final Plat, except for fences, ponds, irrigation structures, temporary and private roads giving access to Lots in the Subdivision, emergency access pads, drives, public pathways, and recreational improvements and facilities. Necessary utility installations shall be permitted along established

or platted utility easements and other areas as determined by the ARC.

8.2 Trees and Landscaping. No trees or brush growing in these areas shall be felled or trimmed, no natural areas shall be cleared, nor shall any natural vegetation, rocks, or soil be damaged or removed, nor any landscaping performed, unless first approved in writing by the ARC.

8.3 Temporary Buildings. No temporary house, house trailer, camper, boat, horse trailer, tent, construction materials, or other temporary or movable structure shall be placed, erected, or allowed to remain on any Recreational Open Space Area, except as attendant to lawful development.

8.4 Exterior Lighting. No exterior lights, fixtures, or standards shall be erected, installed, or permitted to remain on any Lot, except as attendant to lawful development.

8.5 Leasing of Recreational OSA. No Recreational Open Space Area may ever be leased to any person or association without the prior written permission of the ARC except as is necessary to carry out the intents and purposes expressed in Article 8, herein reserving such authority to Declarant, its successors, and assigns. The Declarant hereby reserves the right to deed the Recreational Open Space to the Melody Ranch Improvement and Service District.

ARTICLE 9 - EASEMENTS AND LANDS RESERVED

9.1 Utility Easements Reserved. Declarant hereby reserves to itself, its successors, and assigns, perpetual easements five feet (5') in width: (1) on each side of the boundary line along the entire perimeter of each Lot (other than where the Townhome and garage are constructed) and all other easements described in the Recorded Plat of the Subdivision for the purpose of constructing, maintaining, operating, replacing, enlarging, and repairing electric, telephone, water, irrigation, sewer, gas, and similar lines, pipes, wires, conduits, ditches, fences, and landscaping.

9.2 Easements and Open Space Areas. Declarant hereby reserves to itself, its successors and assigns, perpetual easements across all of the lands in the Subdivision along the line of all domestic water and sewer lines, irrigation ditches and laterals presently in existence and across all other lands in the Subdivision, for the purpose of constructing, maintaining, relocating, replacing, and operating domestic water supply systems, sewer systems, security systems, or irrigation system pipes, ditches and laterals, for the proper irrigation of all meadow lands in and adjoining the Subdivision or located in the open space, driveway and parking area or on any Lots therein. Declarant reserves to itself, its successors, and assigns

all lands within the Benefiting Parcel and the right to engage in any lawful development thereon, to conduct farming and ranching activities and to irrigate all meadow lands at all reasonable times, to build and maintain fences and ditches and relocate the same from time to time and to go on all Lots in the Subdivision for the purpose of carrying on such activities and irrigating such meadow lands so as to preserve and maintain their natural beauty.

Association reserves to itself, its successors, and assigns all lands within the Open Space and the right to engage in any lawful development thereon, to build and to maintain fences and ditches and relocate the same from time to time and to go on all Lots in the Subdivision for the purpose of carrying on such activities and irrigating such meadow lands so as to preserve and maintain their natural beauty.

Declarant reserves to itself, its successors, and assigns a perpetual, non-exclusive easement across all lands within the Agricultural Easement Areas shown on the Plat and the exclusive right to conduct farming, ranching, and any other agricultural activities of every nature whatsoever thereon; to irrigate any or all lands thereon without, however, the obligation to do so; and/or ranching activities of every nature whatsoever thereon; to irrigate any or all lands therein; and to retain all crops and profits from such activities.

9.3 Easements for Private Drives and Trails. In addition to the easements and reservations set forth on the Plat, Declarant hereby reserves to itself, its successors, and assigns perpetual easements across all driveways within the Subdivision giving access to the Lots, the Benefiting Parcel, and Open Space Areas in the Subdivision as shown on the Plat or as may hereafter be established by the Declarant, together with the right of the Declarant to permit the use of said easements by Owners of the Benefiting Parcel for purposes of access, ingress, egress, and placement of utilities.

9.4 Landscape and Maintenance Easement. Declarant hereby reserves to itself, its successor, and assigns, perpetual easements over and across the front and rear yards of the Townhomes and for a distance of 10 feet around the perimeter of the Townhomes and garages to permit use of access by the Declarant, its successor and assigns use of the easements for purposes of maintaining the exterior of the buildings and the walks, decks, fences, landscaping and utility systems in the yards.

ARTICLE 10 - ENFORCEMENT

10.1 Enforcement Action. The ARC and HOA shall have the right to prosecute any action to enforce the provisions of all of this Declaration by injunctive relief, on behalf of itself and all or part of the Owners. In addition, each Owner and the Benefiting Parcel

and/or the Association, shall have the right to prosecute any action for injunctive relief and for damages by reason of any violation of any provisions of this Declaration. In addition, the Board of County Commissioners of Teton County shall have the right to enforce the provisions of this Declaration for which the said Board of County Commissioners has the right to approve an amendment as set forth in Section 12.2 hereof.

10.2 Limitations on Actions. In the event any construction or alteration or landscaping work is commenced upon any of the lands in the Subdivision in violation of any provision of this Declaration and no action is commenced within one-hundred eighty (180) days thereafter to restrain such violation, then injunctive or equitable relief shall be denied, but an action for damages shall still be available to any party aggrieved. Said one-hundred eighty (180) day limitation shall not apply to injunctive or equitable relief against other violations of this Declaration. No bond shall be required to be posted by any party seeking to enforce the provisions of this Declaration. No bond shall be required to be available to any party aggrieved. Said one-hundred eighty (180) day limitation shall not apply to injunctive or equitable relief against other violations of this Declaration. No bond shall be required to be posted by any party seeking to enforce the provisions of this Declaration against the Owner of a Tract and all of said Owners of Tracts hereby waive the requirement of posting a bond in such action.

ARTICLE 11 - INSURANCE, MORTGAGES AND RECONSTRUCTION

11.1 Insurance. The Association shall obtain and maintain at all times insurance of the type and kind stated in this Declaration, and including, at the discretion of the Management Committee, risk of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other projects similar in use, issued by responsible insurance companies authorized to do business in Wyoming. The fire and extended coverage insurance, including vandalism and malicious mischief, to be maintained as to the units shall also cover all fixtures, interior walls and partitions, decorated and finished surfaces of perimeter walls, floors, and ceilings, doors, windows and to the elements or materials comprising a part of the units., The insurances shall be carried in blanket policy form naming the Management Committee the insured, as attorney-in-fact for all the unit owners, at their common expense, which policy or policies shall contain a standard non-contributory mortgage clause in favor of each first mortgagee, and a noncancellation clause (whether or not requested by the owners of units) providing that such policy or policies may not be canceled except upon thirty (30) days prior written notice thereof to the Management Committee, each first mortgagee, and every other person in interest who shall have requested

such notice of the insurer. The Management Committee, or the Manager, shall also obtain and maintain public liability insurance insuring each member of the Management Committee, the Manager, if any, the Association, and the owners against any liability to the owners or any other person incident to the ownership of or use of the project or any part thereof. Limits of liability under such insurance shall not be less than Three Hundred Thousand Dollars (\$300,000.00) for property damage for each occurrence. This is just the minimum amount, and it is expressly contemplated that Management Committee may, in its discretion, obtain insurance with higher limits and insurance against risks (such as earthquake damage) which are not specifically referred to herein. The Management Committee may also obtain insurance with relatively high deductible. Owners are encouraged to carry their own insurance (and to require renters insurance for rental units) to cover their possible liability for payment of damages, such as the deductible amount, which is not insured by the Association itself.

All insurance

policies obtained by the Association itself should be reviewed at least annually by the Management Committee.

Each owner, upon becoming an owner, shall be deemed to have constituted and appointed, and does hereby so constitute and appoint the Management Committee as his true and lawful attorney-in-fact to act in all matters concerning the purchase and maintenance of all types of property and liability insurance pertaining to the project. Each owner does further hereby agree, without limitation on the generality of the foregoing, and each mortgagee, upon becoming a mortgagee or holder (as trustee or as beneficiary) of a deed of trust of a unit does hereby agree, that the Management Committee, as attorney-in-fact, shall have full power and authority, in addition to the powers above given, to purchase and maintain such insurance, and remit premiums therefor, to collect proceeds and to use the same, and distribute the same to the Management Committee, owners and mortgagees, as their interests may appear, all pursuant to and subject to applicable statutes and the provisions of this Declaration, and to execute all documents and do all things on behalf of each owner and Management Committee as shall be necessary or convenient to the accomplishment of the foregoing.

11.2 Owner's Personal Obligations. The amount of the common expenses assessed against each lot shall be the personal and individual debt of the owner(s) thereof. No owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common elements or by abandonment of his lot. Both the Management Committee and the Manager shall have the responsibilities to take prompt action to collect any unpaid assessment which remains unpaid more than twenty days from the due

date for a payment thereof. In the event of default in the payment of the assessments, the owner shall be obligated to pay interest on the amount of the assessment from the due date thereof, together with all expenses incurred, including attorney's fees, together with such late charges and interests as are provided in this Declaration. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

11.3 Fidelity Insurance. If any Owner or employee of an association controls or disburses funds of the Association, the Association must obtain and maintain, to the extent reasonably available, fidelity insurance. Coverage shall not be less in aggregate than two (2) month's current assessments plus reserves, as calculated from the current budget of the Association.

11.3.1. Any person employed as an independent contractor by the Association for the purposes of managing the Subdivision must obtain and maintain fidelity insurance in an amount not less than the amount specified in Section 11.1, unless the Association names such person as an insured employee in a contract of fidelity insurance, pursuant to Section 11.1.

11.3.2 The Association may carry fidelity insurance in amounts greater than required in Section 11.1 and may require any independent contractor employed for the purposes of managing the Project to carry more fidelity insurance coverage than required in Section 11.1.

11.4 Insurance Premiums are Common Expenses. Premiums for insurance that the Association acquires and other expenses connected with acquiring such insurance are common expenses.

11.5 Mortgages. An owner shall have the right from time to time to mortgage or encumber his interest by deed of trust, mortgage, or other security instrument. A first mortgage shall be one which has first and paramount priority under applicable law. The owner of a lot may create junior mortgages, liens, or encumbrances on the following conditions: 1) that any such conditions, covenants, restriction, uses, limitations, obligations shall be subject to the lien for common expenses and other obligations created by this Declaration; 2) that the mortgagee under any junior mortgage shall release, for the purpose of restoration of any improvements upon the mortgaged premises, all of his or her right, title, and interest in and to the proceeds under all insurance policies upon the lot and project. Such releases shall be furnished forthwith by a junior mortgagee upon written request of one or more of the members of the Management Committee, and if such request is not granted, such releases may be executed by the Management Committee as attorney-in-fact for such junior mortgagee.

11.6 Reconstruction. This Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the property upon its destruction, for repair, reconstruction or obsolescence. Title to any lot is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed or other instrument of conveyance from the Declarant or from any owner or grantor shall constitute and appoint the Management Committee their true and lawful attorney in their name, place, and stead for the purposes of dealing with the property upon its destruction or obsolescence as is hereinafter provided. As attorney-in-fact, the Management Committee shall have full and complete authorization, right and power to make, execute, and deliver any contract, deed, or any other instrument with respect to the interest of a Townhome unit owner which is necessary and appropriate to exercise the powers herein granted. Repair and reconstruction of improvements as used in the succeeding subparagraphs means restoring improvements as used in the succeeding same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Management Committee for the purpose of repair, restoration, reconstruction or replacements unless the owners and first mortgagees agree not to build in accordance with provisions set forth hereinafter.

a. In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct improvements, shall be applied by the Management Committee, as attorney-in-fact, to such reconstruction, and improvements shall be promptly repaired and reconstructed. The Management Committee shall have full authority, right and power, as attorney-in-fact, to cause the repair and restoration of the improvements.

b. If the insurance proceeds are insufficient to repair and reconstruct improvements, and if such damage is to one-third or fewer Townhome units, such damage or destruction shall be promptly repaired and reconstructed by the Management Committee, as attorney-in-fact, using the proceeds of insurance and the proceeds of an assessment to be made in the manner hereinafter set out. If any mortgage or trust deed holder of any damaged unit required and received payment of any part of the insurance proceeds, the owner of that unit shall pay to the Management Committee the amount so received by such mortgagee or trust deed holder for use by the Management Committee, with the balance of the insurance proceeds, in requiring and reconstructing pursuant hereto. The insurance proceeds, together with payments made by unit owners shall be held in a building account for use in repairs and reconstruction pursuant hereto. Any deficiency in the building account shall be assessed against the unit owners as a common expense. Such assessments shall be payable within ninety (90) days after written notice thereof to the owners assessed. The Management Committee shall have full authority, right and power, as attorney-in-

fact, to cause the repair or restoration of improvements using all of the insurance proceeds and unit owner to pay an assessment. The assessment provided for herein shall be a debt of each owner and a lien on his Townhome unit and may be enforced and collected as is provided in Paragraph 43. In addition thereto, the Management Committee, as attorney-in-fact, shall have the absolute right and power to sell the Townhome unit of any owner refusing or failing to pay such deficiency assessment within the time provided, and if not so paid, the Management Committee shall cause to be recorded a notice that the Townhome unit of the delinquent owner shall be required to pay to Management Committee the cost and expenses for filing the notices, interest at the rate of 10% per annum on the amount of the assessment from and after said 90 day period, and all reasonable attorneys' fees incurred in selling the unit and collecting said assessment. The proceeds derived from the sale of such Townhome unit shall be used and disbursed by the Management Committee, as attorney-in-fact, in the following order:

1. For payment of taxes and special assessment liens in favor of any assessing entity, and the customary expense of sale;
2. For payment of the balance of the lien of any first mortgage or trust deed, with interest any prepayments penalty;
3. For payment of unpaid common expenses, the assessment, with interest, made for repair and reconstruction of the project, and all costs, expenses, and fees incurred by the Management Committee in selling such lot and collecting the assessment, not paid pursuant to 1. above.
4. For payment of junior liens and encumbrances in the order of and to the extent of their priority; and
5. The balance remaining, if any, shall be paid to the lot owner.

c. If the insurance proceeds are insufficient to repair and reconstruct the damaged improvements, and if such damage is to more than one-third of the Townhome units, and if the owners representing an aggregate ownership interest of 51 percent, or more, of the general common elements do not voluntarily, within 100 days after such damage, make provisions for reconstruction, which plan must have the unanimous approval or consent of every holder of a first mortgage then of record, the Management Committee shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice, the entire Townhome project shall be sold by the Management Committee pursuant to the provisions of this paragraph, as attorney-in-fact for all of the owners, free and clear of the provisions contained in this Declaration and the Map. The insurance settlement proceeds shall be collected by the Management Committee, and such proceeds shall be divided by the Management Committee according to each owner's percentage interest in the general common elements, and such divided proceeds shall be paid into separate accounts, each

account representing one of the Townhome unit designations and the name of the owner. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Management Committee, and attorney-in-fact, for the same purposes and in the same order as is provided in subparagraph (b)1 through 5 of this paragraph.

If the owners representing an aggregate ownership interest of 51%, or more, of the lots adopt a plan for reconstruction, which plan has the unanimous approval of all holders of first mortgages then of record, then all of the owners shall be bound by the terms and other provisions of such plan. Any assessment made in connection with such plan, shall be a lien, and may be enforced to the extent and in the manner set out in subparagraph (b) of this paragraph and shall be due and payable as provided by the terms of such plan, but not sooner than 90 days after written notice thereof. The Management Committee shall have full authority, right and power, as attorney-in-fact, to cause the repair or restoration lot owner's payments for such purpose notwithstanding the failure of any owner to pay an assessment.

d. The owners representing an aggregate ownership interest of two-thirds of the Lots within the Project may agree that the buildings should be razed and new ones built, and adopt a plan for the renewal and reconstruction, which plan shall require the unanimous approval of all holders of first mortgages of record at the time of the adoption of such plan. If a plan for the renewal or reconstruction shall be payable by all of the owners as common expenses; provided however, that an owner not a party to such plan for renewal or reconstruction may give written notice to the Management Committee within 30 days after the date of adoption of such plan that such unit shall be purchased by the Management Committee for the fair market value thereof. The Management Committee shall then have 60 days thereafter within which to cancel such plan. If such plan is not canceled, the unit of the requesting owner shall be purchased according to the following procedures. If such owner and Management Committee can agree on the fair market value thereof, then such sale shall be consummated within 60 days thereafter. If the parties are unable to agree, the date when either party notifies the other that he or she is unable to agree with the other on the sixtieth day after notice demanding purchase is given to the Management Committee, whichever date is earlier, shall be the "commencement date" from which all periods of time mentioned herein shall be measured. Within ten days following the commencement date, each party shall nominate in writing (and give notice of such nomination to the other party) an appraiser. If either party fails to make such a nomination, the appraiser nominated shall within five days after default by the other party, appoint and associate with him another appraiser. If the two

designated or selected appraisers are unable to agree, they shall appoint another appraiser to be umpire between them if they can agree on such person. If they are unable to agree upon such umpire, each appraiser previously appointed shall nominate two appraisers, and from the names of the four appraisers so nominated one shall be drawn by lot by any judge of any court of record in Wyoming, and the name so drawn shall be such umpire. The nominations from whom the umpire is to be drawn by lot shall be submitted within ten days of the failure of the two appraisers to agree, which, in any event, shall not be later than 20 days following the appointment of the second appraiser. The decision of the appraisers to the fair market value, or in the case of their disagreement, then such decision of the umpire, shall be final and binding. The expenses and fees of such appraisers shall be borne equally by the Management Committee and the owner. The sale shall be consummated within 15 days thereafter and the Management Committee, as attorney-in-fact shall pay the purchase price therefore in cash and shall disburse such purchase price for the same purpose and in the same order as is provided in subparagraph (b) 1 through 5 of this paragraph, except as modified herein. At the time of payment to such owner, such owner shall deliver to the Management Committee, or its nominee, a good and sufficient warranty deed to the lot, fully executed and in recordable form, free and clear of all liens, charges and encumbrances.

ARTICLE 12 - GENERAL PROVISIONS

12.1 Covenants to Run. All of the covenants contained in this Declaration shall be a burden on the title to all of the lands in the Subdivision, and the benefits thereof shall inure to the Owners of all of the lands in the Subdivision, and the Owner(s) of the Benefiting Parcel.

12.2 Termination and Amendment of Declaration. The Covenants contained in this Declaration shall terminate unless extended by Amendment, on or before January 1, 2046, or at the time of final and intentional corporate dissolution of the association, whichever date shall first occur.

This Declaration and/or the Plat may be amended by the Owners of sixty-seven percent (67%) of the votes in the Association. A properly certified copy of any Resolution of Amendment shall be placed of record in Teton County, Wyoming, not more than six (6) months after the date of said Amendment. If the Declaration is so amended, then it shall continue in effect, as amended for so long thereafter as may be stated in said Amendment. No amendment and no variance which is less

restrictive than the provisions contained in Section 6.1 (Zoning Regulations), Section 6.5 (Animals and Fencing), Section 6.9 (Noxious Weeds), Section 6.11 (Wildlife Protection), Section 7.1 (Number and Location of Buildings), Section 7.7 (Exterior Lighting), Article 6 (Restrictions on Agricultural Easements and Recreational Open Space Areas), and Section 12.2 (Termination and Amendment, shall be effective unless consent thereto is obtained from the Board of County Commissioners of Teton County, Wyoming.

12.3 Severability. Should any part or parts of the Declaration be declared invalid or unenforceable by any Court of competent jurisdiction, such decisions shall not affect the validity of the remaining Covenants.

12.4 Repeal of the Act. In the event that the Act is repealed, the provisions of the Act immediately before its repeal shall control this Declaration. However, to the extent that the Bylaws of the Association differ from the Acts as repealed, the provisions of the Bylaws shall control.

12.5 Paragraph Headings. The paragraph headings in this instrument are for convenience only and shall not be construed to be a part of the Covenants contained herein.

DATED this 27th day of JUNE, 1987.

No-Pro Housing, a Wyoming Nonprofit Corporation

By:


Eugene Geritz, President

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

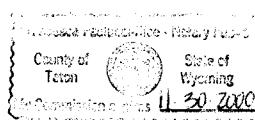
The foregoing instrument was acknowledged before me by Eugene Geritz as President of No-Pro Housing, a Wyoming Nonprofit Corporation, this 27th day of June, 1997.

Witness my hand and official seal.

Francesca Portucci-Rice
Notary Public

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)



DEVELOPMENT STANDARDS**SECTION 4**
MASTER LANDSCAPE PLAN

The visual quality of the Melody Ranch is based on its expansive open space and the vistas to the surrounding mountains. This expansive open space character is not uncommon in Jackson Hole because ranchers kept the land open and free from trees (except along ditches and creeks) for grazing or to raise hay on the irrigable lands. The basic premise of the Master Landscape Plan (Drawing No. 3) is to preserve this open character and replicate the historical approach to the landscape development of ranches.

There are two key components to the historical landscape development of ranches. First, trees and shrubs are allowed to grow in areas where the land cannot be utilized for raising hay or grazing. These are areas of poor soils, gullies, steep slopes, creeks, and along irrigation ditches. Second, the ranchers planted trees and shrubs around their homesteads primarily for protection from the summer sun or winter winds, not for aesthetics. The existing mature landscape seen at the ranches in the valley contribute to the scenic quality and beauty of the valley due to their maturity and appropriateness within the open space.

The open spaces preserved in the Melody Ranch (70%) is an effort to provide every dwelling unit an opportunity to look out onto open space much as the ranches do. Within these open spaces only native cottonwood trees, willow bushes, aspens, and other native plants will be allowed to grow. Trees and shrubs in the open spaces will be planted in or along the ditches and roads, around the ponds, and at street intersections and entrances. The predominant characteristic of the Melody Ranch will be of clustered development set in open grazing areas surrounded by mountains.

The focus of the landscape improvements by the developer will be to:

- Upgrade the existing cottonwood and willow plantings along the Manning Ditch below the bench running parallel with Highway 89 to help screen the proposed development from Highway 89;
- Introduce native planting groups to form focal points at each road intersection;
- Develop natural landscapes in the landscape easement along the South Park Loop Road;
- Provide natural plantings in and along the ponds and ditches in the open space recreation areas of the Residential Unit No. 1;
- Maintain irrigation systems to the recreational open space and agricultural open space areas in order to keep the existing pasture and grazing areas intact.

The Master Landscape Plan and Sketch Plans included in this section illustrates the approach to landscape improvement for the Ranch. The key to meeting the objective of this plan is to administer the Covenants in a manner that will focus on preserving the open space as the predominant feature of the Melody Ranch. See Exhibits M2-M4 for Conceptual Planting Plans.

Irrigation

The recreational open space areas, ranch and equestrian open space operation areas and the individual lots may be irrigated using irrigation systems connected to the existing ditches and new ponds. Plans for the construction of the systems will be submitted with the applicable plat maps.

Irrigation water rights

Melody Ranch has irrigation water rights for 790 acres; the developer shall submit an irrigation plan to the State Engineer's Office for review and approval prior to Final Development Plan approval.

Plant List

Exhibit M1 is the recommended plant list to be utilized for all landscaping within the Melody Ranch.

The Master Landscape Plan visually presents three other key elements to creating a liveable community:

- Trail & pathway plan and details
- Signage plan and details
- Street lighting plan and details

Landscape Easement

A thirty to fifty foot landscape easement is to be reserved to the Melody Ranch along both sides of South Park Loop Road. The easement will be used to accommodate a program of tree planting and the various entry monuments identifying the project and the individual residential units. In addition, the easement area will be utilized for trail and utility easements and facilities.

Signage

The signage themes set out on the detail sheets reflect the historical motifs associated with ranches in the valley. Rustic simplicity is combined with natural materials to create the appropriate signage for specific locations throughout the Ranch. See Exhibit N1-N4. The conceptual designs for the street and trail signs are shown on Exhibit P1-P3.

Street Lighting

Street lights will be located at each intersection for safety purposes. The fixtures are designed to illuminate the intersection and not the surrounding residences. See Exhibit O.

Pathways and Trails

The Melody Ranch proposes to create easements for, and to construct an extensive system of public pathways and trails through the Ranch, on an incremental basis, as development progresses. The trails as shown on the Master Landscape Plan (Drawing No. 3) fall into 3 categories. See Exhibit J for typical trail section.

Proposed Melody Ranch public trails

The developer shall dedicate easements and construct the system of public pathways and trails through the ranch – the three Upper Melody trails described below, as well as the Highway 89/East Melody Ranch Trail; these are all part of the public trail system through the ranch; the developer shall record easements and construct the public pathways on a phased basis, as development progresses, in accordance with the Pathways Phasing Schedule G-7; the easements and construction accomplished in accordance with the specific agreement summarized below; the trails shall be constructed by the developer to County trail standards, as illustrated on the Final Development Plan Test Exhibit J, except that Exhibit J needs to be corrected to show the trail surface width as 10 feet (not 8' to 10' as shown on Exhibit J); the trail surface shall be compacted by crushed rock to accommodate equestrian use; the public trail easements shall be dedicated to the County in accordance with the Recreational and Transportation Access Easement and Agreement (identified in the Final Development Plan as Exhibit D - Appendix A), and the public trails shall be maintained by the County.

Highway 89/ East Melody Ranch Trail

Upon recordation of the lower Melody Master plat, The Melody Ranch will dedicate the necessary easements for the trail to the County. The exact routing of the trail and alignment of the easement will be based upon detailed engineering studies carried out by the County and Melody Ranch. The final routing and alignment will be subject to mutual agreement by Melody Ranch and the County. The alignment will be established prior to January 15, 1996.

Melody will construct the ten-foot wide trail located on The Melody Ranch at no cost to the County. Construction is to be carried out in accordance with County standards. The County will relocate all fences as may be required.

In lieu of constructing the trail, the Ranch will contribute the funds to the County as matching funds as a part of a federal grant program. The amount of the funds will be determined by a mutually approved engineers estimate.

The deed restriction will prohibit the use of the trail by any motorized vehicle and provide for the use of the trails by pedestrians, equestrians, bicyclists, skiers, snowshoers and dog sledgers. The form of the easement will be as set out on Exhibit D, Appendix A.

This trail shall begin where the trail construction associated with the scheduled improvement of Highway 89 by the State Department of Transportation ends at a point about one-third of a mile south of the intersection of South Park Loop County Road and State Highway 89.

The trail shall continue along the west side of Highway 89 to the south boundary of Melody Ranch, partly on State highway right-of-way and partly on an easement that shall be dedicated to the County by the developer; the exact routing of the trail and alignment of the easement shall be based upon detailed engineering studies undertaken by the developer in cooperation with the County Pathways Task Force, with the final routing and alignment to be subject to mutual agreement by the developer and the county;

With respect to this trail the following conditions shall apply:

- (1) The alignment shall be established and the easement shall be dedicated to the County as part of the Master Plat for South Melody prior to January 15, 1996.
- (2) The developer shall construct the ten-foot wide trail from the end of the State DOT constructed trail on the north to the south Melody Ranch property line on the south at no cost to the County within one year following the completion of the State DOT built trail along State Highway 89.

Construction by the developer shall not include the cost of engineered fill, retaining walls, repair, and/or relocation of irrigation ditches and fences.

The alignment of the easement shall be adjusted as may be required to eliminate the need for engineered fills and retaining walls.

- (3) The County shall relocate fences and irrigation ditches as may be required for the construction of the trail subject to authorization of funding for this purpose by the Board of County Commissioners.
- (4) In lieu of the developer constructing the trail, the County may request the developer to contribute the funds to the County, on a basis to be agreed upon prior to November 15, 1995, to be used as the local match for a federal grant program (Scenic Byways Program) to fund the pathway design and construction within Melody Ranch and its extension to Game Creek, with the amount of the funds required to construct the Melody ranch portion of the

pathway (i.e., the Melody Ranch "share") to be determined no later than November 15, 1995 by a mutually approved engineer's estimate of cost; with the proviso that such approval of the engineer's estimate of cost shall not unreasonably withheld.

(5) However, in the event the Federal grant application submitted by the County is not funded, the developer shall still be obligated to build the trail according to County design standards within one year of completion by the State Department of Transportation of the Highway 89 trail construction associated with the improvement of South Highway 89 and at such time as the County has authorized the expenditure of the funds required for the construction of the County's portion of the project (i.e., the relocation of ditches and fences if necessary).

(6) The easement shall prohibit the use of the trail by any motorized vehicle and provide for the use of the trail by pedestrians, equestrians, bicyclists, skiers, snowshoers and dog sledders, except that certain restrictions on these activities as recommended by Wyoming Fish and Game Department, shall be imposed by the County during the elk migration season from November 1 to January 31.

South Park Loop Trail

The South Park Loop Road Trail is an important aspect of the Melody Ranch development and shall also become a significant link in the County pathways system.

The County recognizes that the preferred alignment for this trail is along the north side of South Park Loop Road; the need to accommodate the trail shall be an important consideration at the time South Park Loop Road and the Flat Creek bridge are improved.

The design plans, final routing and alignment for each of the development phases of this pathway shall be reviewed and approved by the Planning Director.

Phasing schedule for trail development

The phasing of the development of the South Park Loop Road Trail is tied to the phasing of the various residential subdivision filings, as presented in the Pathways Phasing Schedule G-7.

(1) The pathway easement shall be dedicated to the County and the pathway shall be graded and surfaced by the developer in association with each phase of residential development that is undertaken.

- (2) Whichever plat filing in each particular phase is undertaken first shall trigger the dedication and development by the developer of the particular trail section associated with that filing.
- (3) If it is found, at the time of completion by the County of engineering designs for the improvement of South Park Loop Road Trail can be accommodated within the County road right-of-way on the north side of the road through the section from the Flat Creek bridge on the west to the east entrance of upper Melody Ranch, then this phase of the South Park Loop Road Trail shall be constructed by the developer in conjunction with the scheduled improvement by the County of South Park Loop Road and bridge.
- (4) In accommodating the trail on the north side of South Park Loop Road, the road improvement design prepared by the County shall provide for an adequate landscape strip between the road shoulder and the trail, and shall also provide as wide a landscape area as reasonably possible between the trail and the existing fence at the ranch headquarters.
- (5) However, in case the trail cannot be built past Melody Ranch Headquarters on the north side of South Park Loop Road, a trail easement should be reserved on the south side of the road in case it becomes necessary to continue the trail from Flat Creek Bridge to the State Highway on the south side of South Park Loop Road.

Alternate route

Until the location of the section of the South Park Loop Trail from the Flat Creek bridge to the east boundary of the Ranch Headquarters is resolved, the South Park Loop Road Trail may follow an alternate route via the Upper Melody Loop Trail; the Upper Melody Loop Trail shall provide a trail connection via a pedestrian bridge between east Upper Melody and west Upper Melody.

The Upper Melody loop trail

This trail, designated a public trail, shall provide a direct pedestrian/bicycle connection between east Upper Melody and west Upper Melody via a pedestrian bridge across Flat Creek, and it shall also serve as an alternative route through the Melody Ranch development for the South Park Loop trail users.

This trail, including the Flat Creek trail bridge, shall be dedicated as a public trail easement to the County, as well as graded and surfaced by the Developer to the county standards at no cost to the county, in accordance with the Pathways Phasing Schedule G-7.

Flat Creek Pathway

The County Pathway Plan proposes this pathway to run generally north and south along the west side of Flat Creek to link High School Road with South Park Loop Road; the Upper Melody section of this trail is shown on the Melody Ranch Master Landscape Plan as following the recreational open space corridor within Upper Melody.

This trail shall be dedicated to the County as a public trail easement, and shall be graded and surfaced by the Developer to County standards at no cost to the County in accordance with the Pathways Phasing Schedule G-7.

Residential Unit Recreational Trails

Trails will be constructed by Melody Ranch through the recreational and agricultural open space areas to link the residential areas of the ranch to the regional trail system. The construction will occur incrementally as development of adjacent areas progresses. The trails will utilize a curvilinear alignment to provide visual and physical interest. The separation of the trails from the road way will increase safety.

The form of the easement and the use restrictions will be as set out above. The master landscape plan sets out which of the trails will be public. The private trails will be owned and maintained by the property owners association or the service district.

Private Trails

The developer shall also construct trails through the recreational and agricultural open space areas to link the residential areas of the ranch to the regional trail system; these internal trails, to be constructed as development of adjacent areas takes place, are not intended to be part of the public trail system; the private trails will be owned and maintained by the property owners association or the proposed service and maintenance district.

Infrastructure and Development Phasing

The phasing of infrastructure improvements shall be carried out and coordinated with the subdivision and platting of lots for sale (and/or construction of multi-family units).

The infrastructure phasing schedule is presented in the attached Infrastructure/Obligations Phasing Plan - Exhibit G-5 which represents an updated schedule from the previously submitted Final Development Plan Text Exhibits E, F, and G; County planning staff shall continue to review this schedule to verify that all

infrastructure improvements and obligations are listed; this infrastructure phasing plan shall be considered a working document subject to change and continuing review.

Temporary Sales and Construction Office

An initial temporary sales and construction office may be erected and maintained in the recreational open space between filings A-2 and B-1 until completion of all private roads and open space areas in Residential Unit No. 1.

Upon completion of all private roads and agricultural open space this office shall either be removed and relocated or converted into a community building, pending approval of a development plan.

Upon the initiation of Filing F-1, a temporary sales and construction office may be erected and maintained in the Ranch Unit 2 open space adjacent to the entrance road. Upon completion of all roads and open space areas in Residential Unit Three, the office shall be removed or relocated to the polo field area, pending approval of a development plan.

DEVELOPMENT STANDARDS

SECTION 5

GENERAL DESIGN

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 classified as residential or attached dwellings. The standards and provisions of the site design, building design, general restrictions and use restrictions will be enforced by the Homeowners' Association as a part of the CC&R's.

Design Character

All buildings shall be of a western ranch or mountain design in order to achieve design compatibility with existing ranches characteristic of the area and to provide materials which are compatible with a high alpine environment. Low, rambling and informal structures are encouraged in order to relate to the terrain and physical features of the Melody Ranch. Illustrative design examples are shown on Exhibits Q1 and Q2.

All improvements shall be of new construction. Prebuilt, component, or modular construction shall be permitted only when it cannot be distinguished from conventional construction and only upon specific approval of the design committee, which approval of pre-built or modular construction may be withheld completely.

Exterior materials shall be of rough or re-sawn natural wood, peeled log, stone, exposed aggregate concrete, or other similar rough textured natural materials. Where exteriors of natural wood are utilized, the term shall be construed to exclude pressed wood, pressed board or other muted colors, and shall apply to all siding, fascia, porches, decks and all other exterior areas, except soffits, doors, garages doors and widows. No fiberglass garage doors shall be permitted. Metal doors must be painted in oxidized earth tones and must be painted and maintained according to the manufacturer's specifications. Roof materials shall be cedar shake or shingle, heavy weight asphalt shingle, ribbed metal with a flat non-reflective colored finish. The term "heavy-weight asphalt shingle" shall be construed to mean nothing less than 325 pounds per square.

Exterior finishes shall be semi-transparent or heavy bodied stains, or pigmented or clear non-glossy preservatives. Glossy painted finished shall not be permitted. All exposed metals shall have a satin or dull colored finish, or shall be satin or flat color anodized or painted.

Exterior colors for wall and roof surfaces shall be subdued and in the earth tone range. Traditional ranch colors of deep barn red, forest green and ochre may be used. Color samples, on pieces of all exterior materials and roofing materials to be used, shall be submitted to the design committee for approval.

DEVELOPMENT STANDARDS

SECTION 6 **BUILDING DESIGN**

Not more than one single family residence shall be constructed on any residential site and not more than the prescribed number of dwelling units shall be constructed on any multi-family site. A detached guest suite, without cooking facilities, or other accessory building may be permitted if it is linked with a fence, trellis, or other architectural feature to the primary residence and is of similar design character.

The minimum floor area of any single family residence shall be not less than 900 square feet, exclusive of a garage, carport or unenclosed porches or decks. A minimum of 600 square feet of floor area shall be constructed at grade level, and no dwelling unit on a multi-family site shall have a floor area less than 600 square feet.

The maximum building height of any residential structures shall not exceed twenty-eight (28) feet, and two-story houses shall not be permitted, except with specific approval of the Design Committee. If a bi-level, tri-level or two-story house is permitted, the same shall be designed so that not more than thirty percent (30%) shall exceed a wall height of ten (10) feet, measured from finished grade to facia. The maximum height of detached garages, carports or accessory buildings shall not exceed fifteen (15) feet. Except as is otherwise provided herein, all heights shall be measured at any cross section of the structure from finished grade to the highest point of the structure immediately above. For the purposes of this Section the elevation of finished grade shall not be more than two (2) feet above existing grade. Minor projections such as chimneys or other structures not enclosing habitable space shall not be subject to the maximum height restrictions, but solar collectors shall be subject to maximum height restrictions.

Roofs shall have a maximum pitch of six (6) feet in twelve (12) feet, and all primary roofs shall have a minimum overhang of two (2) feet, except where variances for solar panels or collectors are granted by the Design Committee.

Exposed foundations of concrete or other masonry construction shall not have an exposed surface which exceeds a height of 8" above finished grade. Such surfaces shall be painted or stained a dark recessive color.

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 objectional 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 Design Committee.

Garages. The impact of garages and garage doors is to be minimized by siting, overhangs, covering doors with siding and other materials, colors etc. The front yard wall of garages with side entry may be located within fifteen (15) feet of the front property line, as long as the front yard line of the residence is set back thirty-five feet.

Fireplaces. All housing units shall be subject to such county wide fire place/solid fuel burning device regulations that are in effect at the time of issuance of Building Permits for the subject units.

DEVELOPMENT STANDARDS

SECTION 7 **SITE DESIGN**

Site development standards

The building set backs, site coverage, impervious surface coverage and building heights shall conform to the attached Schedules U-1 and U-2; however, total habitable gross floor area above ground shall not exceed 8,000 square feet for principal residential structures and 1,000 square feet for guest houses (basements as defined in the Land Development Regulations are excluded from this calculation); non-habitable accessory structures are not included in the 8,000 square foot habitable gross floor area limitation.

The minimum setback on any lot to any side or back property line shall be not less than ten feet, and to any front property line shall not be less than twenty feet. Setbacks from common area property lines may be waived, and other setbacks may be increased at the discretion of the Design Committee in order to enhance variety in the development, create an interesting street scape and preserve views from neighboring lots.

Finish grading, including landscaping and driveways, on all sites shall assure drainage of surface water from buildings and avoid concentrating runoff onto adjacent properties. A minimum fall of six (6) inches in ten (10) feet shall be provided at the perimeter of all buildings which have pervious surfaces and one (1) inch in ten (10) feet for impervious surfaces. The entire site, including landscaping and driveways, shall have positive drainage to common open space or right-of-way and shall utilize swales as required. Retention ponds may be utilized as a part of the drainage system. Such improvements will be maintained in perpetuity. Drainage and elevation plans for each lot shall be submitted to the Design Committee for approval along with other required specifications at the time of application for a Building Permit.

Site Coverage The maximum allowable building coverage for all single family lots shall be 33% including the residence, garage and accessory buildings.

Site Development Standards The building set backs, site coverage, impervious surface coverage and building heights shall conform to the attached Schedules U-1 and U-2; however, total habitable gross floor area above ground shall not exceed 8,000 square feet for principal residential structures and 1,000 square feet for guest houses (basements as defined in the Land Development Regulations are excluded from this calculation); non-habitable accessory structures are not included in the 8,000 square foot habitable gross floor area limitation

School Bus Facilities. School bus turn outs and shelters for children will be constructed at locations mutually agreed to by the School District and the Ranch.

Automobile storage shall be provided for a minimum of two outdoor and two indoor parking spaces, in a garage for each dwelling unit. Parking spaces, whether interior or exterior, shall have minimum dimensions not less than ten feet wide by twenty feet long and shall be readily accessible by a driveway. All parking spaces and driveways shall have a paved surface of either asphalt or concrete. Garages shall not be converted to other use.

Recreational equipment/maintenance area

A 4.78 acre RV storage area is proposed in the northeast corner of Development Area Two (just north of the affordable housing area).

If this location is approved the Developer shall incorporate a 12 foot high articulated pole fence with entry gates, and shall maintain a 20 foot wide landscape easement, which shall be planted, around the perimeter of this site, as well as provide interior landscaped islands to visually screen and break up the mass of the recreational equipment/maintenance area.

The Developer shall continue to review alternative locations on-site or off-site to accommodate this important facility.

Until the review of such alternatives is completed to the satisfaction of the Planning Director, a vote of approval of the Melody Ranch Final Development Plan shall not constitute an approval of the proposed recreational equipment/maintenance area as to its presently proposed location.

Fencing shall comply with the Fence Design Standards adopted by the Design Committee. No fences shall be constructed forward of the front setback line of any lot. Fences shall be classified into the following general categories:

Privacy fence is a fence which is architecturally integrated with a building and is located within the building setback lines and behind the front and/or rear line of the dwelling. Privacy fences may be of solid construction and may be eight feet in height.

Control fence is a fence which is located on an interior side or rear property line and is intended primarily to limit the access of residents or animals. Control fences shall be of visually open construction, shall not exceed four feet in height and shall not extend beyond the front yard line of the dwelling.

Open space fence is a fence which is located on any property line which abuts a common open space or right-of-way. Open space fences shall be of a uniform design adopted by the architectural committee and shall not exceed four feet in height. Such fences shall be visually open in character.

Boundary Fence along north and east boundary

A five-foot high wire mesh and log post with log top rail fence shall be built in increments by the developer along the north and east boundaries of Upper Melody Ranch.

Domestic Water System phasing

The developer is proposing a phased domestic water supply, storage and distribution system; there shall be 4 or 5 phases of development of the domestic water supply system involving three 100 gpm wells in Upper Melody and one 300 gpm well in Lower Melody; there shall be above ground storage tanks on the utility lot (Lot 28) that adjoins the west boundary of the exaction parcel at the intersection of South Park Loop Road and Highway 89; these storage tanks shall have booster pumps for fire protection to provide 1,000 gpm for 2 hours for fire flow.

The water storage tanks are to be surrounded, except for the access road, by berms 3 feet higher than the top of the tanks; the berms shall be landscaped with trees that are 12 feet tall upon installation.

Free-standing exterior lighting fixtures or standards may be placed on the front of each lot, and the style and location of each shall be approved by the Design Committee in order to standardize such lighting fixtures. Light standards shall not exceed 75 watts, and will be designed to operate automatically from dusk to dawn, either by means of a light sensor or an automatic timer. All other exterior lighting shall be reviewed and approved by the ARC to ensure that light will not disturb adjoining residents.

Underground utilities

Water and sewer plans and facilities are subject to State DEQ approval; the sewer tie-in to the Town sewer system is subject to Town of Jackson approval; all utilities shall be underground, except for the temporary fire-fighting water supply system and temporary construction power; water and sewer systems shall be maintained by the Service and Maintenance District.

Easements shall be provided incrementally for the installation of underground electric, telephone, cable TV, security, gas sewer and water systems; the sewer and water systems shall be built in accordance with the DEQ approved plans.

The developer shall provide, through the covenants, a five foot wide utility easement along the front of all private residential lots to insure adequate room for underground utilities.

Attached Residential dwelling unit projects shall have common open space set aside within the project for passive and active recreation. The area of the common area including front yard and side yard landscaping shall be 35% of the gross site area. To the extent possible all dwelling units shall face on the common open space.

Ranch Operations Area

The six ranch operations lots are designated Ranch Unit 1 through Ranch Unit 6 with Ranch Unit 1 being the existing Ranch headquarters located in Upper Melody; the other 5 ranch unit lots are located in Lower Melody.

Each ranch unit is composed of a Ranch Residence lot and a Ranch Operations lot; except for Ranch Unit 1, the other 5 ranch residence lots shall be permitted 1 ranch residence unit per lot; Ranch unit 1, the existing ranch headquarters, shall be permitted 3 ranch residence units.

No ranch residence units shall be permitted on the 6 ranch operations lots.

Ranch operations areas adjacent to the wildlife migration corridor shall not be fenced off from the adjacent pastures with continuous fences; however, individual corrals, training areas, barns and sheds shall be allowed.

Impervious Surfaces Lots under one acre may have up to 50% of the lot area constructed with impervious surfaces.

Lots one acre and larger may have up to 35% of the lot area constructed with impervious surfaces. Subject to review and approval by the Planning Staff (with appeal to the Planning Commission) up to 50% of the surface may be covered with impervious surfaces.

DEVELOPMENT STANDARDS

SECTION 8 **GENERAL RESTRICTIONS**

The following general restrictions shall apply to all land, regardless of classification:

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 declarant 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 therefor have been approved in writing and a building permit has been issued by the Architectural 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, and a site 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. Specifications shall describe all exterior finishes.

Site plans shall include proposed driveways, landscaping, irrigation, finish grading and drainage patterns for the site.

The sum of Fifty Dollars (\$50.00) for each residential lot, and One Hundred Fifty Dollars (\$150.00) for each multiple dwelling lot shall be submitted, along with the proposed building, site, or alteration plans to the Design Committee to cover the expense of reviewing said plans. Said amount may be increased from time to time by the Design Committee rules.

Two copies of any proposed plans and related data shall be furnished to the Design Committee, one of which may be retained by the Design Committee for its records. Any approval given by the design 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.

No incomplete or partial applications for Building Permits, for any purposes, will be acted upon by the Design Committee. Applications will be acted upon by the Design Committee, after they are complete in all respects, within thirty (30) days.

A driveway base for site access must be completed prior to initiation of any other construction activities on any lot. Said base must be inspected and approved by representative of the Design Committee prior to initiation of any other construction. After completion of the driveway base, all vehicles shall use the driveway base as the sole means of access to the lot from adjoining streets. A special assessment will be levied against the lot and its owner for the purpose of repairing any damage caused to adjoining asphalt street as the result of the failure to observe this requirement.

No fill, dirt, construction material or other items may be placed on any site until a Building Permit has been issued by the Design Committee.

All exterior improvements covered by the specifications contained in the application for which a Building Permit is issued must be completed within on (1) year of issuance of the Building Permit.

An Occupancy Certificate must be obtained from the Design Committee before any improvement may be occupied. No improvements shall be occupied until all exterior improvements, including fireplaces, are completed and the yard light is installed. The Occupancy Certificate will contain a certification by the owner that the improvements complies with all covenants, conditions and restrictions, except those for which variances have been granted, and that the exterior of the improvement has been completed according to the approved specifications.

No water or sewer hookups will be effected until an Occupancy Certificate has been issued. All such hookups must be inspected and approved by a designated Association inspector. Additional inspection may be required by the Town of Jackson or by Teton County, and, if such approval is required, no water or sewer hookups shall be effected until such inspection and approval is completed.

A speed limit of 25 miles per hour is hereby imposed on all roads within the Melody Ranch. Failure to observe the posted speed limits may result in revocation of the right to use of and access to all common areas, including roads, within the Ranch. This subparagraph is subject to any speed limits or enforcement authority which is later adopted by any duly empowered state, county or municipal authority.

DEVELOPMENT STANDARDS

SECTION 9

RESIDENTIAL AND ATTACHED DWELLING AREA: USES AND RESTRICTIONS

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. Each multiple dwelling lot shall be used exclusively for residential, recreational and related purposes, and no more than one (1) family, including its servants and transient guests, shall occupy each unit located within such multiple dwelling units. No commercial, retail or other business activities shall be conducted on or from any residential lot or multiple dwelling lot; provided, however, that nothing in this paragraph shall be deemed to prevent:

- Any artist, artisan or craftsman from pursuing his artistic calling upon the lot or dwelling unit owned by such artisan, if such artist, artisan or craftsman also uses such lot or dwelling unit for residential purposes, is self-employed and has no employees working on such lot or in such dwelling unit, and does not advertise any product or work of art for sale to the public upon such lot or dwelling unit;
- 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.

Each residential and multiple dwelling 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 each owner's sole cost and expense.

Maintenance by the owner shall include, but not be limited to, periodic staining of any exterior wood siding, and the landscaping and maintenance of yards, including weed control. Landscaping, including finish grading and seeding of a lawn, must be completed by the first June 1 occurring more than thirty (30) days after the Occupancy Certificate has been issued for that lot. If any owner fails to perform maintenance responsibilities, after written request by the Association to do so, the Association may perform maintenance work at the owner's expense.

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 the Melody Ranch are entitled to the reasonable enjoyment of the natural benefits and surroundings of the Melody Ranch. 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.

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 the paragraphs 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 other than those so designated at the time of plat recordation, if suitable facilities are built thereon, and in the common area subject to the rules and regulations on the homeowners association and on the future developable property under such rules and regulations as may be established by the declarant. The homeowners association and declarant may prohibit all livestock grazing within the common area and future developable property if they so desire.

Pets which are permitted by the terms of this paragraph to be kept on any lot must be leashed or restrained within the lot and any that are not will be impounded by Teton County or by Association employees at the owner's expense.

No signs whatsoever, including, but not limited to, commercial, political and other similar signs, visible from neighboring property, shall be erected or maintained upon any lot except those signs which have received the specific approval of the Design Committee.

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 provision of this paragraph 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 therefor and approved by the Architectural Committee.

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

No accessory structures, buildings, fences, 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.

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 homeowners association, which may provide for common collection points. The maintenance of accumulated waste plant materials is prohibited. Each multiple family dwelling unit and residential unit, to the extent practicable, shall be designed to include trash compactors which shall be kept in good condition and use at all times. The cost of garbage and trash collection shall be paid by each owner, in accordance with the billing of the collector.

All garbage and trash must be compacted and taken to designated collection points for removal. Construction refuse is not permitted at collection sites and must be removed from all lots and disposed of by the owner thereof. Accumulation of garbage and building materials constitutes a nuisance and may be removed by the Association at the owner's expense.

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 property.

There shall be no exterior fires whatsoever except barbecue fires contained within receptacles therefor and such fires as may from time to time be permitted by the association rules.

No firewood or other fuel supply may be placed or maintained upon any lot in such manner that it is visible from neighboring property.

All vehicles shall be parked in designated parking spaces on the lot or on the spaces provided therefor on multiple dwelling lots. No vehicle may be parked on any street within the Melody Ranch or on any yard or common area on individual or multiple dwelling unit lots. No stripped down or junked motor vehicle or any sizable part thereof or any other apparatus for machinery shall be permitted to be parked or located on any lot, street or portion of the common area in the Melody Ranch.

DEVELOPMENT STANDARDS

SECTION 10 **IMPLEMENTATION**

The Melody Ranch Planned Unit Development is being approved in accordance with the standards, provisions, and implementation procedures contained in the former 1978 Land Use and Development Regulations under Chapter V. Planned Unit Development.

The Plan is being processed for approval substantially in accordance with the procedures set out in the County Land Development Regulations that went into effect in May 1994.

The term "Final Development Plan" shall be considered the same as the term "Final Master Plan", and the term "Final Plat" shall be considered the same as "Final Subdivision" both as used in the 1978 regulations.

Upon approval of the Final Development Plan by the Planning Commission, and County Commissioners, the following implementing provisions shall apply to the plan:

1. **Development Permits** No further Development Permits shall be required for those areas of the Final Development Plan where single family residential lots and street layouts are set out, provided they are developed in accordance with the provisions and standards of the Final Development Plan.
2. **Site Development Plans** – Site development plans shall be submitted for the following development areas or modifications:
 - a. All attached market and affordable dwelling units - Filing E-1, D-1, D-2 and D-3
 - b. Recreational Equipment/Maintenance Area
 - c. All non-residential development areas, i.e., community buildings/clubhouses, sales offices and arenas, but excluding other agricultural structures
 - d. Modifications to approved lot sizes, private road layout, and recreational open space configurations within an approved development area
 - e. Modifications to approved plats to change the use or density of development of a lot or lots
3. The processing and content of these applications shall be in accordance with the County Planning Department procedures in effect at the time of submittal.

4. The plans shall include utility, grading, drainage, site improvement drawings and such other supporting data as may be required by the Planning Director.

Phasing

The Development of the Ranch shall proceed in phases (increments) in general conformance to the approved phasing plans. The phasing plans may be modified from time to time with the approval by the Planning Director through the filing by the Developer of an amended phasing plan with the Planning Director.

The phasing consists of the following:

- *Master Phasing Schedule E-1
- *Phasing Plans G-1 (2 color-coded map sheets)
- *Cost Schedule G-2
- *Agricultural Open Space Easement Area Allocation by Filing and Phase-Exhibit G-3
- *Affordable/Market Housing Initial Allocation Table Exhibit G-4
- *Infrastructure/Obligations Phasing Plan-Exhibit G-5
- *Road and Utility Phasing Schedule G-6
- *Pathways Phasing Schedule G-7

Commencement of Construction

Construction of Filing A2 shall commence within one year of approval of the Final Development Plan.

If substantial construction does not commence within one year of Final Development Plan approval, the County Commissioners shall review the project and determine the conditions to be attached to the extension of the construction schedule.

Subsequently the County Commissioners shall review the project every eighteen months until substantial construction has commenced to determine if further conditions are warranted or to determine if the Final Development Plans approval has expired.

Vesting

Upon commencement of the first phase of construction and the posting of the required security, the Final Development Plan Drawings and Text shall be vested.

Conditions for issuance of building permits

Building permits shall not be issued until required infrastructure is in place, unless the developer meets the following conditions before issuance of building permits in each phase of development:

1. In no instance shall the construction of single family or attached dwelling units commence until security in the form of a letter of credit or a bond for the construction of all required roads, pathways and utilities has been posted.
2. Building permits shall be issued prior to completion of the infrastructure subject to the following conditions:
 - a. A temporary fire service shall be installed as set out in the Final Development Plan Appendix A - Exhibit H and L, as approved by the Fire Marshal.
 - b. An all weather access road shall be constructed.
 - c. Temporary overhead construction power and temporary sanitary facilities shall be provided on each construction site.
 - d. No occupancy nor storage of personal possessions shall be permitted until the issuance of an occupancy permit.
 - e. No domestic water service or electrical service shall be connected to a residence until issuance of an occupancy permit by the County Building Inspector.
 - f. An occupancy permit shall be issued by the County Building Department subject to the satisfactory completion of the residence in accordance with all applicable codes and regulations and the preliminary approval of private roads and utilities by the County.

Rights Granted and Obligations Undertaken Pursuant to Approval

The Final Development Plan establishes the allowed land uses, open space areas, density of development, layout of roads and pathways, certain development standards, phasing schedules, and the scheme of development for the single-family dwelling units.

Applications for individual site development plans shall be submitted by the Developer for review and approval by the County in accordance with the procedures and submittal requirements in effect at the time of application. The site development plans shall conform to the development standards set out in the Final Development Plan.

The Master Plats shall establish the boundary between the development areas and agricultural open space; fix the maximum number of dwelling units in each residential unit; establish the agricultural open space and the landscape, utility and trail easements and dedicate the Exaction Parcels, South Park Road Right of Way, the Highway 89 trail, and the wildlife migration corridor easement. The Master Plat for

the Melody Ranch Upper Ranch shall be recorded with the initial plat for the development. The Master Plat for the Melody Ranch Lower Ranch shall be recorded no later than January 15, 1996.

At such time as the Master Plats for Upper and Lower Melody have been recorded and the plats for Filings A-1, A-2, and D-1 have been recorded and the necessary security has been received by the County to assure completion of the requisite infrastructure, and that the exactation, dedication, open space and other concomitant requirements have been met in accordance with the approved Final Development Plan, the Master Plats, and is not otherwise in violation of those applicable Land Development Regulations of Teton County, the Developer may continue the development of the project without being affected by subsequent changes to the Teton County Zoning Map or Land Development Regulations that would alter the provisions of the Final Development Plan set out in paragraph Y.7.a.

Changes in Land Development Regulations which do not materially conflict with or substantially alter or affect provisions of the Final Development Plan and the developer's ability to implement the Final Development Plan as approved shall be applicable to the site development plans requiring County approval.

In the event the developer requests an Amendment to the Final Development Plan which changes the development boundaries, or increases the number of dwelling units allowed in a development area, the County may subject the amended development area to the land use regulations in existence at the time of the submittal, or adopt new conditions of approval.

In the even the developer fails to meet the obligations set out in the Final Development Plan, as approved and conditioned, or substantially ceases further material development for three consecutive years, the County Commissioners may subject the plan to the Land Development Regulations in existence after the time of failure, or adopt new conditions for extension of the approval.

Master Plat Map

Master Plat maps for the upper portion and the lower portions of the Ranch may be filed. The maps shall be in substantial conformance with the development area map Exhibit C (sheet 7 of 11). The Master Plat will establish the limit of the development area and designate the maximum number of dwelling units to be contained in each development area (residential unit).

Amendments to Final Development Plan

An amendment to the Final Development Plan shall be required for any modification to the Development boundary or maximum number of dwelling units in each residential unit (1, 2 and 3) as set out on the recorded Master Plats.

The processing and required submittals for an amendment is to be in accordance with the Planning Department procedures in effect at the time of filing.

Final Plat

A Final Plat shall be recorded prior to the development of each filing in a phase of development. The Plat shall conform to the Final Development Plan, the provisions of the subdivision regulations and any conditions of approval. Compliance with the conditions and obligations of prior filings shall be verified before approval of a new filing.

Transfer of ownership of unimproved lots, other than individual single family residential lots, shall be approved by the Staff to insure that the responsibility and security for the required improvements and other conditions of approval have been adequately addressed in the transfer of ownership. Upon satisfaction of this condition vesting to such units shall transfer concurrently.

Final Development Plan Drawings and Text

A final draft of the final Development Plan text and drawings, as modified to incorporate the "Obligations and Conditions" as set out herein, will be prepared by the Developer and submitted for approval by the Planning Director as the official record Final Development Plan.

The Official record copy (so stamped) of the Final Development Plan text and drawings shall be filed with the Planning Department and recorded with the Teton County Clerk. The developer shall also maintain an official record copy, and one additional copy shall be filed with each Home Owner's Association formed on the Ranch.