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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This is an Amended and Restated Declaration of Covenants, Conditions and Restrictions governing use and development of real property, made and executed by not less than 70% of the Owners within the Hidden Hills Ranches Subdivision, Teton County, Wyoming.

I. Recitals.

- A. The following covenants, conditions, and restrictions are imposed upon Lots 1 through 25 of the Hidden Hills Ranches Subdivision as set forth in the Hidden Hills Plat No. 348 filed in the office of the Teton County Clerk on September 5, 1978 in Jackson, Wyoming for the benefit of all lot owners in the subdivision, to protect and enhance the value of the property and every part thereof: In relation to the Hidden Hills Ranches Subdivision, an original Declaration of Restrictive Covenants was recorded November 7, 1975 at Book 43, Page 275, Document 153413 which original declaration was replaced with a separate Declaration of Covenants, Conditions and Restrictions, which was recorded on September 5, 1978 at Book 75, Page 97, Document No. 187907;
- B. The Prior Declarations were amended and restated pursuant to an Amendment to Amended Declaration of Covenants, Conditions and Restrictions of Hidden Hills Ranches, recorded September 1, 1981, at Book 116, Page 34, Document No. 226847;
- C. The Declarations were further amended in part on September 13, 1984 in Book 158, pages 467-474;
- D. The Declarations were further amended in part and October 16, 1989 in Book 216, pages 904-915.
- E. The Declarations were further amended in part on July 1, 2016 in Book 923, pages 923-971.
- F. Articles A through E above are collectively referred to as the "Declarations of Hidden Hills Ranches Homeowners Association":

II. Declaration. The Hidden Hills Ranches Homeowners Association hereby declares that all of the property set forth in the Hidden Hills Ranches Plat No. 348 shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following covenants, conditions, restrictions and easements set forth hereafter, shall run with the property and bind all parties having any legal or equitable interest in the property, and shall inure to the benefit of every owner of any part of the property. This Amended and Restated Declaration of Covenants, Conditions and Restrictions (Covenants) replaces and supersedes in its entirety all of the Prior Declarations.

III. Definitions. The following terms and phrases used in these covenants shall be defined as follows:

- A. "Association" shall mean the Hidden Hills Ranches Homeowners' Association, its successor or assigns.
- B. "Property" shall mean the real property described on Plat 348 as filed in the office of the Teton County Clerk on September 5, 1978 in Jackson, Wyoming.
- C. "Common Area" shall mean all the real and personal property rights acquired or designated for the common use and enjoyment of the Members of the Association, including Lot 24 and any structures or other improvements thereon, Common Roads, Bronco Road, Willow Road, and Silver Spur Road, and shared maintenance and improvement of Elk Trail.
- D. "Lot" means a tract of land described as one of the lots on the Hidden Hills Subdivision Plat No. 348 as recorded in the Office of the County Clerk of Teton County, Wyoming, with the exception of the common area.
- E. "Member" means any person or other legal entity who owns a lot in Hidden Hills Ranches Subdivision per Plat No. 348, and who is therefore a Member of the Association.

GRANTOR: HIDDEN HILLS RANCHES HOMEOWNERS*
 GRANTEE: THE PUBLIC
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 By Mary Smith Deputy

F. "Owner" means the record owner of a lot, including a contract purchaser under a Contract for Deed or Installment Land Contract, but does not include those having an interest in any lot as security for the performance of an obligation.

IV. Hidden Hills Ranches Homeowners Association.

A. Membership. Every owner (which includes a purchaser under a Contract for Deed or Installment Land Contract) of a lot shall be a Member of the Association. Membership in the Association shall be appurtenant to each lot, and shall not be subject to severance from the ownership of such lot.

B. Voting Rights. Members shall be entitled to one vote for each lot they own. In the event that more than one person owns or is purchasing a lot, all such persons shall be Members of the Association, but shall have only one vote collectively for each lot owned. In no event shall more than one vote be cast for any single lot. The Lot 24 Common Area shall not be entitled to a vote, such that Lot 24 shall not be used in calculating the percentage of votes required for a particular action.

C. Members' Property Rights in Common Area. Every Member shall have a non-exclusive right and easement of enjoyment in and to the Common Area, which right and easement shall be appurtenant to each lot owned or being purchased by such Member, and shall be subject to the following conditions:

1. The right of the Association to limit the number of guests of Members;
2. The right of the Association to charge reasonable admission or use fees for the use of any recreational facility situated upon the Common Area;
3. The right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of purchasing and improving Common Area facilities, and to mortgage or otherwise encumber Common Area property to finance such purchases or improvements;
4. The right of the Association to suspend the right of use of the Common Area facilities of any Member for non-payment of lot assessments, or for a period not in excess of thirty (30) days for violations of the Association's Rules and Regulations governing Common Area facilities;
5. The right of the Association to dedicate or transfer any or all of the Common Area to a public agency or utility for such purpose and subject to such conditions as are established by the affirmative vote of two-thirds (2/3) of the Members.

D. Covenants for Maintenance Assessments.

1. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the health, safety, welfare and recreation of the Members and for improvement and maintenance of Common Area and Common Roads, and procuring errors and omissions insurance for the Board, officers, Architectural Committee Members, and agents thereof. The Association shall conform to the non-profit limitations set forth in the Association's Articles of Incorporation and By-laws in the expenditure of any funds received by the Association.

2. Determination of Annual Assessments, Maximum Annual Assessments, Due Date of Assessments.

a) The Board of Directors of the Association shall, after consideration of the current maintenance costs, fix the annual assessments for each lot at an amount sufficient to finance the succeeding year's maintenance obligations.

Maintenance obligations shall include snow removal from Common Roads, grading and other maintenance of Common Roads, repair and maintenance of fences around the exterior boundaries of the property, control of noxious weeds, and such other common area facilities as may be established by the Board of Directors of the Association.

b) Assessments shall be payable quarterly (unless otherwise determined by the Board of Directors) on or before the first day of January, April, July, and October.

3. Special Assessments for Capital Improvements. In addition to the annual assessments the Association may levy a special assessment for the purpose of paying part or all of the costs of construction, re-construction or replacement of any capital improvements located upon the Common Area, including necessary fixtures or personal property related

thereto. Any special assessments shall require the prior approval of two-thirds (2/3) of the Members.

4. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all lots subject to assessment.

5. Assessments Both Lien and Personal Obligation. The annual and special assessments authorized herein shall be a lien upon the lot against which they were assessed. The Board may enact Rules and Regulations setting forth late fees, interest rates on delinquent accounts, and other collection procedures.

6. Assessment Lien. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall constitute a lien against the lot and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the entity or person who was the Owner of such lot at the time when the assessment became due. The Association may file a lien against the Owner's property in the office of the Teton County Clerk. Any lien filed therein, may be foreclosed by advertisement and sale in accordance with the mortgage foreclosure statutes.

7. Subordination of Assessment Liens to Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any mortgage filed prior to the filing of an Association lien. Sale or transfer of any lot shall not affect the assessment lien; however, the sale or transfer of any lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish all assessments and any subordinate lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter (from the date of the Sheriff's sale unless otherwise waived by the Association, or deed-in-lieu transfer date) becoming due or from the lien thereof..

V. Architectural Control.

A. Architectural control shall be exercised by the Architectural Committee. The Architectural Committee shall be composed of three or more Members (as determined by the Bylaws) each of whom shall be elected by the Members at the annual homeowners' meeting. Only Members of the Association shall be eligible for election to the Architectural Committee. In the event a vacancy occurs prior to the next annual meeting, the Board of Directors will appoint a replacement for the remainder of the term.

B. The Architectural Committee shall review and approve plans and specifications for buildings and other lot development. When the plans and specifications are determined by the Architectural Committee to be in conformity with the requirements hereof and any Architectural Control Guidelines as may be enacted by the Board, the Architectural Committee will issue approvals for all land development activities. The Architectural Committee may grant variances from the requirements hereof only after specific written findings by the Architectural Committee that the applicant for building permit cannot conform to any requirement hereof without suffering extraordinary hardship which is not caused by the actions of the applicant, and that granting the variance will not adversely affect the value, use or occupancy of any other lot or the Association as a whole.

VI. Architectural Committee Approval.

A. No building, structure, sign, fence or improvement of any kind shall be erected, altered, or placed on any lot or other portion of the property and no construction activities, including the removal of trees, or installation of water features or sprinkler systems, shall be commenced until Architectural Committee approval has been obtained. This approval is not a substitute for any building permits that may be required by state, county or local agencies. Trees and vegetation may be removed from a lot or common areas only in compliance with the other provisions of this Declaration.

B. Plans and specifications for any lot improvement or alternation, including tree removal shall be submitted to the Architectural Committee. Plans shall include a plot plan indicating the portion of the lot upon which improvements or construction activities are proposed. Sufficient information shall be submitted to demonstrate compliance with all the requirements of these Covenants and Rules and Regulations promulgated hereunder.

C. The Architectural Committee will take action within sixty (60) days after a complete submission of plans and

specifications, and failure of the Architectural Committee to act within said period will constitute automatic approval of the proposed construction or related activity. The Architectural Committee will give notice to all owners by e-mail or otherwise when building plans are submitted, together with the date the Architectural Committee intends to formally review the matter. Any owner may review proposed building plans.

D. In addition to reviewing any plans and specifications for conformity with the requirements of these Covenants, and any Architectural Control Guidelines, and Rules and Regulations, the Architectural Committee shall consider the external design of any proposed structure and its proposed location in relation to surrounding structures and topography, and determine whether the construction and location adequately conform to the rural setting and individual privacy of the property and adjacent properties. Unless exercised in bad faith or without reasonable justification, the decision of the Architectural Committee shall be completely within their discretion.

E. Any owner whose plans were not approved by the Architectural Committee shall have thirty (30) days thereafter to appeal the decision to the Board of the Association. Any other owner within the subdivision may appeal the Architectural Committee's approval of another owner's building plans to the Board within thirty (30) days of approval by the Architectural Committee. The Board shall set a date and time for any such appeal where the parties may present witnesses and exhibits. The decision of the Board shall be final.

VII. Construction and Use Restrictions.

A. Land Use-Building Type. None of the property shall be used for other than residential or ranch uses. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling, its associated outbuildings including a barn, garage, sheds, and one guest house. Guest houses and outbuildings may not be used as a separate rental property. Any other rental of a property within Hidden Hills Ranches will be subject to Rules and Regulations implemented by the Board of Directors. No commercial or industrial, or other non-single family residential use shall be permitted; however, a portion of the dwelling may be used for certain home occupations such as a home office, studio, workshop, for artistic pursuits, recreational and such other endeavors not requiring access to the premises by the general public nor requiring commercial vehicular traffic or the employment of labor other than the owner. Any such activities must comply with Teton County regulations.

B. Completion of Construction of Improvements. The exterior construction of any structure shall be completed not later than 18 months following the commencement of construction. If construction progress is interrupted the construction site shall be cleaned up and maintained in a neat and orderly fashion. The Board may enact Rules and Regulations setting forth a schedule of fines for construction not timely completed, or other construction practices or bad acts.

C. Building Standards. All buildings and fencing shall be subject to Architectural Control Guidelines implemented by the Board of Directors. The exterior of each building shall be wood, or stone, or brick or stucco, or other materials suitable to buildings of ranch or rural character. The color of external materials will be generally subdued to blend with the colors of the natural landscape. Earth tones, generally muted, are recommended, although occasionally accent colors used judiciously and with restraint may be permitted. Exterior surfaces will be generally of natural materials that blend and are compatible with the natural landscape. All roofs shall be either composition asphalt shingles or earth tone metal. No maximum or minimum roof pitch is specified, but approval by the Architectural Committee will be based on the visual impact of the roof on the lot or on neighboring lots, dwellings, roads and open spaces. The overall appearance of the structure will be an important consideration. All roofs must be constructed of fireproof materials of at least a class A fireproof rating, and all exterior siding and roof materials and colors must be approved by the Architectural Committee. A single family residential structure shall have no less than one thousand (1000) square feet on the main floor of said such structure. All construction and alternation shall comply with the provisions of the Teton County Land Development Regulations and applicable building codes and standards.

D. Prohibited Structures. No trailer or mobile home, tent, camper or any other structure of a temporary or mobile nature, shall be erected, placed or used on any lot as a place of residence or habitation, either temporarily or permanently. This paragraph shall not prevent or prohibit the temporary placement of tents or campers upon any lot for private family use for short periods of time, which tents or campers are used for recreational purposes rather than

residential purposes. The term trailer or mobile home used in this paragraph shall include any building or structure with wheels and/or axles and any vehicle, used or constructed so as to permit in normal use its being towed, used or transported without the use of a separate trailer, and constructed in a manner to allow occupancy thereof as a dwelling or sleeping place, and shall include any such structure after its wheels and/or axles have been removed, but shall not include pre-built permanent homes which have been approved by the Architectural Committee.

E. Building Location — Setbacks. The setback requirements for building locations upon any lot shall conform to the performance standards established in the Teton County Land Development Regulations.

F. Lot Splits. No lot splits of any lot shall be authorized or allowed.

G. Signs. No signs of any kind shall be displayed to public view on any lot, except as approved by the Architectural Committee, pursuant to the Rules and Regulations promulgated hereunder.

H. Excavation, Mining and Other Mineral Activities Prohibited. No excavation for stone, sand, gravel or earth shall be made upon any lot, except as such excavation may be necessary in connection with the construction of approved improvements thereon. No other mineral activity, including oil drilling, oil development operations, quarrying or other mining operation of any kind shall be permitted on any lot.

I. Wildlife Protection. It is recognized that many wildlife species live on or migrate through the property during various times of the year, including late fall and spring migration movement to and from the South Park Elk Feed Ground. Therefore, the owners desire to maintain wildlife habitat and the forested nature of the subdivision, subject to the express provisions of this declaration. No owner shall be entitled to any compensation from the Association for damage caused as a result of wildlife activities. By purchasing a lot in the property, the owner is expressly accepting any risk of damage to property or person which may result as a consequence of contact with wildlife which may utilize or migrate through the property.

J. Fences. Fences shall not negatively impact the view of adjacent lot owners. In all cases, the color of the fencing will be natural earth tones, such as brown or gray, and the fence must be maintained in satisfactory condition. No fences shall be erected except as approved by the Architectural Committee, pursuant to the Rules and Regulations promulgated hereunder and Architectural Control Guidelines implemented by the Board. Fencing requiring a permit under the Teton County Land Development regulations shall be approved by Teton County prior to submittal of the plans to the Architectural Committee.

K. Removal of Trees. Consistent with Section VII (I), Wildlife Protection, the owners desire to generally maintain the forested nature of the subdivision. No native trees shall be cut down or removed from any lot, except as provided below.

1. **Removal for Permitted Construction.** Owners may remove native trees or vegetation on their lot as needed for clearing and preparation of each lot for the construction of authorized improvements. The written approval of the Architectural Committee shall be required prior to commencing such tree removal from any lot as otherwise provided in this declaration. All construction plans shall include a scaled plot plan showing any areas to be cleared for construction, along with any new landscaping plans for approval.
2. **Deadfall, etc.** It is recognized that removal of dead standing, deadfall, diseased or infected trees is important for fire protection. Therefore, such trees and vegetation may be removed by owners from their lot(s) without notification or approval of the Architectural Committee. In the event it is necessary to remove other trees to ensure against the spread of disease or infestation, prior Architectural Committee approval or notice to the Architectural Committee, as applicable, based on the below requirements will be required.
3. **Removal for View Enhancement.** Lot owners may remove selected trees and or vegetation on their lot for the reason of enhancing views only with the prior written approval of the Architectural Committee, who shall only approve the removal upon a finding that such removal does not adversely impact the privacy or views of adjacent lot owners. In conjunction with submitting any request to the Architectural Committee pursuant to this Section VII(K)(3), copies of the request shall be concurrently delivered to the owners of adjacent lots. Notwithstanding the sixty (60) day action period set forth in Section VI(C) of this declaration, the Architectural Committee shall take action in relation to applications under this Section VII(K)(3) within thirty (30) days of a submission, but no earlier than ten (10) days after application. Owners of adjacent lots may lodge objections

with the Architectural Committee within ten (10) days of being notified, such objection to be based on reasonable, articulable criteria. In the event the Architectural Committee denies an application under this Section or an adjacent owner has timely lodged a proper objection, either the requesting owner or the objecting adjacent owner may, within twenty (20) days after the Architectural Committee's decision is rendered, appeal the denial, objection or approval to the Board of Directors as a whole, who shall review and either approve or deny the requested action, based on objectively reasonable standards. During the twenty (20) day appeal period, no action shall be taken in relation to the application, and if an appeal is timely made, no action shall be taken in relation to the application until the appeal has been resolved.

4. **Defensible Space Defined.** For the purposes of this Article, the term "Defensible Space" shall be delineated by lot and shall mean the area located within 200 feet of any permitted building (i.e., a building that has received or would have received if it were currently constructed, a building permit from Teton County or the applicable governmental authority) located on a specific lot. In no case is any owner entitled to remove trees or vegetation outside of their own lot, even if the lot line is located less than 200 feet from their permitted buildings.
5. **Within the Defensible Space.** Lot owners may only remove trees and or vegetation on their lot located within their Defensible Space consistent with the National Fire Protection Agency's Firewise Guidelines (or similar governmental or quasi-governmental guidelines) and as needed to protect such structures from potential damage from falling trees or the danger of wildfire, after providing fourteen (14) days' prior notice to the Architectural Committee, and adjacent lot owners, and within that fourteen (14) day period:
 - a. the Architectural Committee provides written approval to such action based on written notice to the owner, and
 - b. there is no objection tendered to the Architectural Committee by the owner of an adjacent lot, based upon reasonable, articulable criteria.

Any objection under Section VII(K)(5)(a) or (b) shall be objectively reasonable. In the event of a timely objection by either the Architectural Committee or an adjacent homeowner, the requesting owner may appeal the denial, objection or approval to the Board of Directors as a whole, who shall review and either approve or deny the requested action, based on objectively reasonable standards. In the event of an emergency, the time frame can be shortened by the Architectural Committee.

6. **Undeveloped Lots and Areas Outside the Defensible Space.** Owners may remove trees and vegetation on undeveloped lots and within the remainder of an owner's lot outside of the Defensible Space only with the prior written approval of the Architectural Committee, who shall only approve the removal upon a finding that (i) removal of such trees or vegetation has been identified as needed to reduce fuels and wildfire potential within the subdivision by a county, state, or federal government official or by a lot Owner's homeowners insurance company, provided said official or company has both cause and skill to make such determination, based on reasonable, objective standards, and (ii) it is reasonably necessary for such trees or vegetation to be removed for the safety of the lot, the common areas, or the Hidden Hills Ranches Subdivision as a whole. In conjunction with submitting any request to the Architectural Committee pursuant to this Section VII(K)(6), copies of the request shall be concurrently delivered to the owners of adjacent lots. Notwithstanding the sixty (60) day action period set forth in Section VI(C) of this declaration, the Architectural Committee shall take action in relation to applications under this Section VII(K)(6) within thirty (30) days of a submission, but no earlier than ten (10) days after application. Owners of adjacent lots may lodge objections with the Architectural Committee within ten (10) days of being notified, such objection to be based on reasonable, articulable criteria. In the event the Architectural Committee denies an application under this Section or an adjacent owner has timely lodged a proper objection, either the requesting owner or the objecting adjacent owner may, within twenty (20) days after the Architectural Committee's decision is rendered, appeal the denial, objection or approval to the Board of Directors as a whole, who shall review and either approve or deny the requested action, based on objectively reasonable standards. During the twenty (20) day appeal period, no action shall be taken in relation to the application, and if an appeal is timely made, no action shall be taken in relation to the application until the appeal has been resolved.

In the event of objection by either the Architectural Committee or a Homeowner, the requesting Owner may appeal the objection to the Board of Directors as a whole. If either party is dissatisfied with the decision of the Board of Directors the dissatisfied person(s) may seek resolution through the Court system to determine

reasonableness of the objection, based on the above set criteria.

7. **Owner Objection**: It is expressly contemplated that Owner objections are allowed to be based upon direct sight line concerns between the owner wishing to remove trees and the objecting owner(s)' property(ies) or the roads.
 8. **Association Removal of Trees Within Road Rights of Way**. Without limiting any authority or rights granted to owners pursuant to any easements of record, the Association may remove or prune trees and vegetation within the existing common, private road rights-of-way within the Hidden Hills Ranches Subdivision, upon the prior approval of:
 - a. the owner of the lot upon which trees to be removed are located if trees are located more than five feet (5') from the edge of the improved road (as it may exist from time to time) in any location other than the initial three switchbacks of Bronco Road coming from the east into Hidden Hills. Trees within those switchbacks may be cut or pruned without lot owner approval (i) within the area twenty feet (20') from the center line of the roadway or (ii) if the trees sought to be removed impede reasonable sight lines or access for drivers and emergency equipment (no such approval being necessary as to non-tree vegetation), and
 - b. by the Board of Directors, based upon a finding that either:
 - i. (A) removal of such trees or vegetation has been identified as needed to reduce fuels and wildfire potential within the subdivision by a county, state, or federal government official or by an insurance company, provided said official or company has both cause and skill to make such determination, based on reasonable, objective standards, and (B) it is reasonably necessary for such trees or vegetation to be removed for the safety of the lot, the common areas, or the Hidden Hills Ranches Subdivision as a whole; or
 - ii. the trees or vegetation sought to be removed impede reasonable sight lines or access for drivers and emergency equipment.
 9. **Association Removal of Trees Within Common Area**. The Association may remove trees and vegetation within the common areas owned by the Association only with the prior written approval of the Board of Directors, who shall only approve the removal after ten (10) days' prior notice to all Members of the Association and upon a finding that (i) removal of such trees or vegetation has been identified as needed to reduce fuels and wildfire potential within the subdivision by a county, state, or federal government official, insurance company, provided said official or company has both cause and skill to make such determination, based on reasonable, objective standards, and (ii) it is reasonably necessary for such trees or vegetation to be removed for the safety of the lot, the common areas, or the Hidden Hills Ranches Subdivision as a whole.
- In order to maintain an owner's landscaping and defensible space, (i) invasive species, (ii) noxious plants; and (iii) non-native trees and non-native vegetation that have been planted by an owner as part of landscaping, may be removed by the owner from their lots from time to time without needing approval.

In addition to Rules and Regulations, the Board of Directors shall create Lot Maintenance Policies and Procedures, including a standardized application, which may be amended by the Board from time to time, to promote the purpose of this amendment.

L. **Nuisances**. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on any lot which may become an annoyance or nuisance to other lot owners. No unreasonable noise or noxious or offensive odors (including excessive smoke) shall be emitted beyond the lot lines of any lot. Owners shall keep barking dogs indoors and prevent such animals from causing annoyance to neighboring owners.

M. **Livestock and Pets**. No animals, pets or livestock shall be kept or maintained upon any lot except as provided herein. Any animals or livestock authorized to be kept upon any lot shall be restrained and located so that they do not cause a nuisance to neighboring lot owners, and so that their presence or activities do not harass or endanger wildlife. Not more than two (2) dogs may be kept or maintained per lot. Any exceptions require prior approval by the Board of Directors. When off the lot, all dogs shall be on leash or under direct verbal control. Owners will be responsible for cleaning up after their dogs, on the common area, roadways, easements, and other lots not owned by them. Owners with dogs may be charged a special assessment per month for clean up, if they repeatedly fail to comply with the same. Cats and other small indoor house pets may be kept or maintained provided that they are restrained or

controlled so as not to harass or endanger wildlife. Horses may be kept and maintained within any enclosure or structure which has been approved by the Architectural Committee. The owner of any lot may keep or maintain two (2) horses, and may keep or maintain one (1) additional horse for each two (2) acres of lot size beyond four (4) acres. All animals kept or maintained upon any lot shall not be kept, bred or maintained for any commercial purpose.

If any dog or dogs are caught or identified chasing or harassing livestock, wildlife or people, the Board of Directors of the Association shall have the authority to contact Wyoming Game and Fish or Teton County Animal Control to have such animal or animals immediately impounded at any convenient location, and shall have the further authority to assess a fine against the owner of such animals as set forth in the Rules and Regulations. No owner of any animal impounded or destroyed pursuant to the provisions of this paragraph shall have any right against the Board of Directors of the Association, any Member thereof or the Association for any damage or loss alleged to have been suffered as a result of the impoundment or destruction of such animal.

N. Waste Disposal. All exterior garbage containers shall be screened from view. No trash, burn piles, ashes, rubbish, junk, inoperative vehicles and no other unsightly items of property or waste shall be collected, placed or permitted to remain on any lot. Each owner or purchaser shall do all other things necessary to keep any lot in neat and good order, and in the event that the owner or purchaser shall permit or cause any rubbish, debris or trash to be placed upon any lot, the Board of Directors or such person or persons as the Board of Directors may designate, may enter upon such lot and remove the rubbish, debris or trash there from. The owner of any such lot shall be liable for the costs incurred by the Board of Directors for enforcing full compliance herewith, and the entry of any person or persons pursuant to a directive of the Board of Directors under this paragraph shall not be deemed to be a trespass of any kind. The Board of Directors shall not authorize any clean-up activities upon any lot unless the owner or purchaser has been given not less than five (5) days notice in writing prior to the proposed entry and clean-up activities. No burning of trash shall be allowed upon any lot. Burning of vegetative slash shall be permitted in compliance with Teton County requirements, and upon provision of prior email notification of all owners.

O. Boats, Campers, and Vans. No vehicles, boats, trailers, campers, motor homes, or other motorized equipment shall be routinely parked or stored on the common roadways and streets of the subdivision. The Board may adopt Rules and Regulations regarding the storage of vehicles and recreational equipment.

P. Slopes and Terraces. All slopes and terraces on any lot shall be maintained so as to prevent any erosion there from on to common streets or adjoining lots or common areas.

Q. Water system. Each residential structure shall be connected to a private water supply system at the sole expense of the owner or purchaser, and such water supply system shall conform to all applicable standards adopted therefor by the State of Wyoming, Teton County, or any other regulating agency.

R. Sewage Disposal. Each residential structure shall be connected to a private waste disposal system at the owner's or purchaser's sole expense. Such waste disposal systems shall conform to all applicable standards including those promulgated by the State of Wyoming or Teton County. No outdoor toilets shall be permitted, except for approved portable toilets during construction. No waste disposal system shall be installed without the prior approval of the Architectural Committee.

S. Utilities. All utilities, service lines and fuel storage tanks shall be installed underground. All power hook-ups from the feed lines within the common roadways shall be completed underground, at the purchaser's or owner's sole expense.

T. Discharge of Firearms. No firearms shall be discharged on any lot within the Hidden Hills Ranches Subdivision.

U. Common Roads. All common roads on the property shall be private roads, and maintenance and snow removal shall be accomplished by the Association. A fifteen (15) mile per hour speed limit shall be applied to all vehicles upon common roads.

V. Exterior Boundary Easements. There shall be a utility and equestrian easement along the exterior boundary of each lot as set forth upon the plat of the Hidden Hills Ranches Subdivision. The pedestrian and equestrian and utility easement shall be ten (10) feet in width, and shall be reserved for the purpose of constructing, maintaining or repairing thereon, any bridle paths, parkways or park areas, underground utilities, storm water drains or exterior

fences. The pedestrian, utility and equestrian easement shall be open at all times to all lot owners.

W. Open Fires. All bonfires, fire pits, or other outdoor fires must comply with all provisions regulating the same as set forth by Teton County including but not limited to advance notice to Teton County, screen requirements, water requirements, and the like. When burning slash, all homeowners will be notified.

X. Outdoor Lighting Restrictions. All new or replacement outdoor lighting shall comply with the Teton County Land Development Regulations.

Y. Alternative Energy Sources. The installation of solar panels, wind turbines, or other alternative energy sources shall require approval from the Architectural Committee.

VIII. Violations — Enforcement — Costs.

The conditions and limitations upon the use of land set forth in this declaration shall be enforceable by the Association or any lot owner who is a Member thereof. Every lot owner within the Hidden Hills Ranches Subdivision, as a result of purchasing his or her lot or lots, hereby consents to the entry of an injunction against him or her, or his or her tenants or guests, to restrain and terminate any violation of these covenants and conditions including Rules and Regulations and Lot Maintenance Policies and Procedures. Any lot owner who uses or allows his or her lot to be used in violation of these covenants and conditions agrees to pay all costs incurred by the Association or any Member thereof in enforcing the terms and conditions of these covenants and conditions, including all attorney's fees. Every lot owner shall be authorized to institute legal proceedings to enjoin a violation of any term or condition of this declaration.

IX. Rules and Regulations and Architectural Control Guidelines.

A. The Board of Directors of the Association may enact reasonable Rules and Regulations, governing the use of the lots and Common Area, which Rules and Regulations shall be consistent with the rights and duties established in these Covenants. The Board shall not be limited to Rules and Regulations to those topics previously mentioned herein (IV D.5, VI D, VIIA, B, G, J, K, M, O, VIII). Such Rules and Regulations must be formally adopted by a 60% vote of the entire Board at a regularly scheduled meeting or special meeting called for that purpose. All owners shall be provided with copies of proposed changes to the Rules and Regulations and Architectural Control Guidelines at least 30 days prior to the Board meeting, and with copies of formally adopted Rules and Regulations after the Board meeting. The Rules and Regulations which the Association may enact shall include but not be limited to the enactment of a fine schedule for violation of the Covenants. Such a fine schedule shall provide for a hearing before the Board regarding an alleged violation of the Covenants. A fine levied by the Board following notice and a hearing shall constitute an assessment under the Covenants. The Association may take judicial action against any owner to enforce compliance with such Rules and Regulations or other obligations of owners arising under the Covenants, or to obtain damages for noncompliance therewith, as permitted by law. In the event of such judicial action, the Association shall be entitled to injunctive relief and to recover its costs, including reasonable attorney's fees, from the offending owner.

B. The Association or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, lien and charges now or hereafter imposed by the provisions of this Declaration, the By-laws, or the Rules and Regulations. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If it should be necessary to bring any legal action in connection with the right of enforcement, remedies or violation of the provisions of this Declaration, the By-laws or any Rules and Regulation, the prevailing party shall be entitled to recover its costs and expenses in connection therewith including reasonable attorney's fees.

C. The Board in its discretion may issue written warnings for any offense of the Covenants or the Rules and Regulations or Lot Maintenance Policies and Procedures. The Board may levy a fine against the lot owner per enacted Rules and Regulations, which may incrementally increase in the fine amount for subsequent violations.

D. Any time the Board issues a written warning or levies a fine for a violation of the Covenants or of the Rules and Regulation, to the extent practicable the Board will corroborate the alleged offense by photograph of the offense if possible. The picture should be dated with the time the picture was taken. An offense may be witnessed by, and a picture taken by, any Member of the Board of Directors, its officers, or any lot owner. Notwithstanding, photographic proof shall not be a requirement in proving a violation of the Covenants or Rules and Regulations, but rather is merely a suggested corroboration of the violation.

E. Upon the levying of any fine, the Board shall send written notice to the lot owner of the fine, together with a description of the alleged offense. The lot owner may then request that they be heard at a Board meeting. The Board shall give an offending owner the opportunity to present their case, at which time the Board shall render a decision by majority of the Board of Directors, whether to levy the fine or fines. Any fine or fines levied by the Board following due process shall become an "individual special assessment" against the lot of the offending owner.

X. Duration of Declaration: Amendment and Modification.

All of the conditions, covenants and restrictions set forth herein shall run with the land and continue and remain in full force and effect at all times against the property and the owners and purchasers thereof, provided, however, that this declaration may be amended from time to time by the written consent of the record owners of 70% or more of the lots in the Hidden Hills Ranches Subdivision. The written consent of the required amount of record owners shall be evidenced by a document recorded with the County Clerk's Office of Teton County, Wyoming, which may be either (i) a notarized agreement executed and delivered by the required amount of record owners, or (ii) a document (stating the provisions of the amendments) executed by the Association President before a notary public stating that the written consents are on file in the Association records (in which event the written consents of the owners need not be notarized and need not be attached to the document). All such amendments shall become only effective on the date of recording agreement or document in the County Clerk's Office of Teton County, Wyoming."

XI. Indemnification. The costs to the Association shall include all costs to indemnify and save harmless the officers and Board of Directors and agents thereof, the Architectural Committee Members, their successors and assigns from and against any and all claims, suits, action, damages and/or causes of action arising from any personal injury, loss of life and/or damage to property sustained on or about the property, if any, or any appurtenances thereto or arising out of the enforcement of the Building Standards, from and against all costs, attorney's fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense at any levels of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein. Included in the foregoing provisions for indemnification are any expenses that the officers and Board of Directors and agents thereof, the Architectural Committee Members, their successors and assigns, may be compelled to incur in bringing suit for the purpose of enforcing rights hereunder, or for the purpose of compelling the specific enforcement of the provisions, conditions, covenants and restrictions contained in these Covenants.

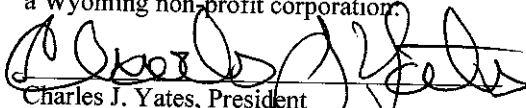
Further, the costs to the Association of indemnifying the officers, Board of Directors, and Architectural Committee Members shall include all costs and expenses whatsoever incurred in the pursuance of their duties, obligations and functions hereunder and in any legal defense of such actions including, without limitation, counsel fees and costs at all levels of any trial or proceeding, costs of investigation and discovery, and recovery, and the like.

XII. Severability.

Any decision by a Court of competent jurisdiction invalidating any part or paragraph of these Covenants shall be limited to the paragraph or paragraphs affected by the decision of the Court, and the remaining paragraphs and terms, conditions and covenants shall remain in full force and effect.

IN WITNESS WHEREOF, This Amended and Restated Declaration of Covenants, Conditions and Restrictions is executed this 20 day of June, 2017 by the President of the Hidden Hills Ranches Homeowners Association who does state that the foregoing instrument is signed by not less than 70% of the Owners whose signatures are on file in the office of the Hidden Hills Ranches Homeowners Association.


Hidden Hills Ranches Homeowners Association,
a Wyoming non-profit corporation.


Charles J. Yates, President

STATE OF WYOMING)
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this 20th day of JUNE, 2017 by Charles J. Yates as President of Hidden Hills Ranches Homeowners Association.

WITNESS my hand and official seal.


Notary Public
My Commission expires: 8-1-20

