

**2018 AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR SOLITUDE UNITS 1, 2, 3, 4, 5, 6, 7 and 8; AND FOR WEST SOLITUDE --  
PARCELS 1, 2, 3, and 4**

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THIS 2018 AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SOLITUDE UNITS 1, 2, 3, 4, 5, 6, 7 and 8; AND FOR WEST SOLITUDE PARCELS 1, 2, 3 and 4 (the "2018 Amended and Restated Declaration of Covenants") is made as of this 11<sup>th</sup> day of May, 2018, by not less than two thirds (2/3) of the owners in Solitude Units 1, 2, 3, 4, 5, 6, 7 and 8, and West Solitude Parcels 1, 2, 3, and 4, Teton County Wyoming.

#### RECITALS

WHEREAS Solitude consists of the property platted as Solitude Units 1, 2, 3, 4, 5, 6, 7 and 8, as said units are recorded with the Teton County, Wyoming Clerk as Plat Nos. 379, 406, 500, 566, 832, 833, 932 and 1339, and the property known as West Solitude -- Parcels 1, 2, 3 and 4, as depicted on Map of Survey T-454, recorded in the Office of the Teton County, Wyoming Clerk, on January 15, 1997, herein collectively referred to as "Solitude" or the "Subdivision". Lands within the Subdivision may be referred to herein as the "Area".

WHEREAS the developers of Solitude subjected it to a Declaration of Covenants, Conditions and Restrictions setting forth limitations, restrictions and uses of property within the Subdivision (the "Original Declaration of Covenants"). The Original Declaration of Covenants contained covenants to run with all land within the Subdivision, and was binding upon all properties within the Subdivision. The Original Declaration established rules for the maintenance and development of the Subdivision, with the goal of protecting the value and desirability of the real property contained therein.

WHEREAS an Amended and Restated Declaration of Covenants, Conditions and Restrictions For Solitude Units 1, 2, 3, 4, 5, 6, and 7, and West Solitude - Parcels 1, 2, 3, and 4, with amendments through December 23, 1999, was recorded in the Office of the Teton County Clerk in Book 391 of Photo, pages 376-393 as Document 0506696 (the "1999 Restated Declaration of Covenants").

WHEREAS further amendments to the 1999 Restated Declaration of Covenants were recorded in the Office of the Teton County Clerk as follows:

- A. March 23, 2006, at Book 621 of Photo, pages 330-331, as Document 0672143) (First Amendment).
- B. October 2, 2006, at Book 639 of Photo, pages 1187-1189, as Document No. 0686422 (Second Amendment).
- C. July 13, 2007, at Book 671 of Photo, pages 200-201, as Document No. 0707184 (Third

Amendment).

D. February 14, 2011, at Book 776 of Photo, pages 887-892, as Document No. 0789369 (Fourth Amendment).

F. May 23, 2011, at Book 783 of Photo, pages 125-145 as Document No. 0794095 (Compilation of Declaration of Covenants including Amendments through 2011).

E. February 10, 2015, at Book 887 of Photo, pages 689-711, as Document No. 0875332) (Fifth Amendment).

F. February 3, 2016, at Book 913 of Photo, pages 907-909, as Document No. 0898570 (Sixth Amendment).

WHEREAS Solitude Unit 8 was established pursuant to Plat 1339, recorded in the Office of the Teton County Clerk on June 27, 2014, as Document No. 0862029, and Solitude Unit 8 is governed by the 1999 Restated Declaration of Covenants and all amendments thereto and compilations thereof.

WHEREAS the 1999 Restated Declaration of Covenants and all amendments thereto and compilations thereof provide that the Covenants may be amended upon the consent of the then record owners of two thirds (2/3) or more of the lots with the Solitude Subdivision.

WHEREAS this 2018 Amended and Restated Declaration of Covenants is intended to fully restate the First, Second, Third, Fourth, Fifth and Sixth Amendments to the 1999 Restated Covenants, along with the Compilation of the Declaration of Covenants, and to incorporate those amendments approved as of the 11<sup>th</sup> day of May, 2018 by a ballot vote of not less than two-thirds (2/3) of the owners within the Subdivision.

WHEREAS it is further declared that this 2018 Amended and Restated Declaration of Covenants shall apply to additional filings as set forth in paragraph 31 herein, shall run with the land, and shall bind all parties and persons claiming under them.

WHEREAS the real property subject to and bound by this 2018 Amended and Restated Declaration of Covenants includes, without limitation, the property platted as Solitude Units 1, 2, 3, 4, 5, 6, 7 and 8, as said units are platted and recorded in the Office of the Teton County, Wyoming Clerk, and the property known as West Solitude -- Parcels 1, 2, 3 and 4 (as depicted on Map of Survey T-454 recorded in the Office of the Teton County, Wyoming Clerk on January 15, 1997).

WHEREAS the purpose of the 2018 Amended and Restated Declaration of Covenants includes, but is not limited to, delineating rules and requirements for the maintenance and development of the Subdivision, with the goal of protecting the value and desirability of the real property contained therein.

### **1. USE AND BUILDING**

All lots within the Area shall be used exclusively for residential purposes and no structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot within the Area other than any combination of the following:

- A. One single-family main dwelling house;
- B. One single-family guesthouse;
- C. One garage for each such house;
- D. One utility building for the purpose of storage of items incidental to residential use.
- E. Where a vacant lot is being developed, the main dwelling house must be constructed in advance of, or contemporaneously with, any other structure, including a guesthouse.

### **2. SIZE OF BUILDING**

The main dwelling house referred to in paragraph 1(A) above shall contain no less than 3,000 square feet of habitable floor area. The guesthouse referred to in paragraph 1(B) above shall contain no more than 1,000 square feet of habitable floor area. Habitable floor area shall be defined under the then-current Teton County Land Development Regulations ("LDRs").

### **3. BUILDINGS -- MAXIMUM HEIGHT**

No building or structure shall be more than two stories, or exceed twenty-seven (27) feet in height. Height shall be measured according to the definition of height in the then-current LDRs, which presently define height as "the vertical dimension measured from any point on the exterior of the building or structure to the nearest point of finished grade."

### **4. BUILDING -- ARCHITECTURE, DESIGN AND MATERIALS**

All buildings shall be designed in a character in keeping with the landscape, style and architecture of the Area. All improvements shall be of new construction. Under no circumstances prebuilt, prefabricated component or modular construction will be considered. The exterior of all buildings shall be of wood, stone, stucco, brick, plaster or other suitable material to be specifically approved by the Site Committee. The exterior roof of all buildings shall be of fire retardant cedar shake, slate, copper, asphalt composition or other fire retardant composition shingles, architectural metal or other suitable material to be specifically approved by the Site Committee. For all exterior surfaces (including walls and roofs) the materials, finishes, decorations and colors shall require specific approval of the Site Committee, it being

the intent of this 2018 Amended and Restated Declaration of Covenants that the buildings within the Area blend with the natural surrounding landscape. Notwithstanding the foregoing, however, under no circumstances shall the exterior wall of any building be of plastic, metal or exposed cinder or other lightweight aggregate block, nor shall the exterior roof of any building be of plastic, or any type of reflective or glossy material, except for solar heating units approved by the Site Committee.

#### **5. BUILDING-COMPLETION**

The exterior of all houses and other permitted structures must be completed within twelve (12) months after the commencement of construction except where such completion is impossible or would result in undue hardship to the owner or builder due to strikes, fires, national emergency or natural calamities, and, in that event, diligently pursued, nonetheless to either completion or removal of the structure from the premises.

#### **6. LANDSCAPING**

It is the intent of this 2018 Amended and Restated Declaration of Covenants that care be exercised not to unduly disturb the natural landscape of the Area in the construction of all improvements within the Area. Within twelve (12) months after the completion of the construction or removal of any such improvement, the landscaping on any part of the property disturbed or destroyed during construction shall be restored, and the improvements shall be made to blend with the natural surroundings landscape, by the planting of grasses, trees or shrubbery of appropriate character and type. No landscaping shall be commenced until a landscape plan showing all proposed tree and shrub plantings, lawn areas, native grass areas, areas to be irrigated, berming, ponds and other features has been approved by the Site Committee. Native trees and timber shall not be removed from any lot within the Area except as may be deemed necessary by the Site Committee for the construction of authorized buildings and improvements. The requirement of an approved landscape plan shall only apply to landscaping installed in connection with new construction that requires Site Committee approval.

#### **7. SETBACKS AND BUILDING LOCATION**

No building shall be erected or permitted to remain on any lot less than seventy (70) feet from the front lot line or twenty-five (25) feet from a side or rear lot line unless written approval by the Site Committee is given. The location of all buildings within any and all lots shall be subject to the specific approval of the Site Committee and the said Committee reserves the absolute right to control the site location of all such buildings.

#### **8. COMMERCIAL ACTIVITIES PROHIBITED**

Except that the main dwelling house and guest house on any lot may be rented for single-family residential purposes, no businesses, professions or commercial activities except those of artists, artisans or craftsmen shall be permitted on any lot within the Area; provided, however, that the

noise from any such artists, artisans or craftsmen cannot be heard from a neighboring lot, and provided further, however, that no such artists, artisans or craftsmen shall advertise any product or work of and for sale to the public from within the Area.

#### **9. EXCAVATION AND MINING**

No excavation for stone, sand, gravel or earth may be made on any lot, except for such excavation as may be necessary in connection with the erection of a permitted building thereon. No oil drilling, oil development operation, quarrying or mining operations of any kind shall be permitted within the Area.

#### **10. PROHIBITED STRUCTURES**

No trailer home, mobile home, tent, camper, basement, garage, outbuilding or any other structures of a temporary or mobile nature, shall be used as a place of residence or habitation, either temporarily or permanently. No house trailer, camper trailer, tent, shack, or other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any lot except as the same may be customarily employed by contractors or owners for and during the construction of improvements thereon or unless shielded from view by adjacent property owners either by fence or placement in a permitted building. The term "trailer home" or "mobile home" as used herein shall mean any building or structure with wheels and/or axles and any vehicle, used at any time, or so constructed so as to permit its being used for the transport thereof upon the public streets or highways and constructed in a manner as to permit occupancy thereof as a dwelling or sleeping place for one or more persons, and shall also mean any such building, structure or vehicle whether or not wheels and/or axles have been removed, after such building, structure or vehicle has been placed either temporarily or permanently upon a foundation. Exceptions are small structures used as children's playhouses and except tents or campers or travel trailers used by vacationing guests for periods of time not to exceed two (2) weeks.

#### **11. FENCES**

The construction and maintenance of fences within the Area are restricted as follows:

A. No new fence shall be erected without prior written approval of the Site Committee, which shall ensure that fencing proposals comply with the requirements set forth in this Article 11. If over 50% of the linear feet of an existing fence is replaced, Site Committee approval is required for replacement fencing, and replacement fencing must comply with the standards of this Article. Existing fences within the Area are not subject to these regulations, except as specifically identified in this Article.

B. All new fencing shall comply with the then-current Teton County, Wyoming LDRs regarding wildlife friendly fencing. Where there is a conflict between this 2018 Amended

and Restated Declaration of Covenants and the LDRs regarding wildlife friendly fencing, the more restrictive regulation shall apply.

C. Fencing, for purposes other than livestock control, shall be no higher than thirty-eight (38) inches above the ground. Fencing for livestock control shall be no higher than forty two (42) inches above the ground. For all fence types, spacing between the top and second rail or wire shall be at least twelve (12) inches. Any property owner whose fence exceeds these height limitations must provide written confirmation to the Site Committee that the fence has been approved by Teton County.

D. Buck and rail fencing is dangerous to wildlife and generally prohibited in Teton County. Construction of new buck and rail fencing in Solitude is prohibited.

E. Mesh fencing around trees or vegetation is discouraged, and allowed only in the following manner:

1. Tightly wrapped mesh fencing around individual plantings (but not around a group of plantings) is allowed year-round.
2. Mesh fencing around groups of plantings is allowed in the winter months, but must be removed by May 1 of each year. Mesh fencing around groups of plantings may not be re-installed until October 31.
3. Regulations contained in this section 11.E apply to all mesh fencing, whether new or previously existing.

F. Screening Fencing: Fencing to screen patios, pools, gardens and surface areas, shall be of the same material and color as the main house, or of post and rail design. Fencing to shield recreational vehicles and trailers must be of the same material and color as the main house.

G. Construction Fencing: Construction fencing shall be allowed to demarcate the area of construction disturbance or to prevent erosion into public areas. Construction fencing must be green, open mesh fencing not exceeding three (3) feet in height.

H. Snow Fences are prohibited.

I. Dog runs shall be of chain-link, post and rail construction, or of the same material and color as the main house. Chain-link construction shall be three sided with the fourth side being the house or garage. Chain-link dog runs shall be constructed so that no portion extends more than eight (8) feet from the wall of the house or garage in width.

J. The developers of Solitude and the Wyoming Game and Fish Department have prescribed a wild game migration corridor through the Area, as designated on plats recorded in the Office of the Teton County, Wyoming Clerk (the "Wildlife Corridor"). The Site Committee maintains a listing of all lots in the Wildlife Corridor. Fencing within the recorded Wildlife Corridor is further restricted as follows:

1. Fencing for those lots located within the eastern portion of this movement area are restricted to those fences which are absolutely necessary for house, garage, outbuildings and garden plot, said fenced area not to exceed one-half acre in total area. The height of such fences will not be greater than thirty eight (38) inches and will be of pole and post construction.
2. In the western portion of the movement corridor, which is located in the riparian habitat adjacent to the Snake River, fencing design is restricted to the worm construction log fences and fences will not exceed thirty two (32) inches in height. The fencing is restricted to yard and livestock containment and will be kept at a bare minimum

## **12. SIGNS AND LIGHTS**

No sign of any character shall be placed or maintained on any lot within the Area except a sign identifying the owner or occupant of a lot, which sign shall not exceed three (3) square feet, and a sign advertising the premises for sale or rent or open for inspection, which sign shall not exceed six (6) square feet. Any exterior light must be so arranged so that the source of illumination cannot be seen from neighboring properties and away from the vision of passing motorists.

## **13. ANIMALS**

No animals or domestic fowl of any kind shall be kept or maintained within the Area except for the following:

- A. Household pets, but not more than two (2) dogs per lot;
- B. Horses, but not more than two (2) horses per lot. Owners of contiguous lots may maintain 2 horses per lot provided that the corrals on the lots are fenced together and not separate from one another. Two (2) guest horses per lot will be allowed for a maximum of two (2) weeks, provided the lots are fenced for horses. Any exceptions must be approved by the Board of Directors.
- C. At no time may a lot owner board horses for a fee or maintain a commercial operation from their lots.
- D. Nursing foals are excluded from the two (2) horse maximum.



It shall be the responsibility of the owner of any lot upon which animals are kept and maintained to see that such animals do not become a nuisance to adjacent owners or occupants or to wild game. All such domestic animals or pets must be confined at all times to the lot or residence of their owner unless under specific control of the owner or keeper of their owner or keeper of the animal. Any violation of these provisions, specifically including harassment of wild game, and any other circumstances arising from or in connection with the keeping of animals on a lot which in the sole discretion of the Site Committee constitutes a nuisance is prohibited and the Site Committee is hereby given the authority to impound offending animals, charge the respective owner with the necessary costs of impoundment, care and keeping and if necessary demand the immediate removal of the animal from the Area.

#### **14. ROADS AND PARKING**

It is hereby declared, understood and agreed that the roads within the Area are for the use of the lot owners and shall be subject to the control of the Homeowners Association as hereinafter provided. No vehicle, whether motorized or otherwise, shall be parked on the roads within the Area at any time. No portion of the Snake River levy or dike system within the Area shall be used as a roadway; provided, however, that dikes or levies upon which specific easements have been granted or reserved for use of the owners may be used for access to the Snake River by persons and vehicles as permitted by the owners or their designees, and provided that at no time shall any vehicle be parked upon such dike or levy and at no time shall any vehicle exceed the speed of five (5) miles per hour upon a dike or levy. All gates and fences which may be placed across such dikes and levies by individual lot owners shall be closed immediately by any person or persons passing through them along or across such dikes and levies. Except for standard-sized cars, vans and pick-up trucks, no vehicles or recreational vehicles of any kind, including trucks, buses, motor homes, tractors, pickup campers, camper trailers, house trailers, trailer homes, mobile homes, boats, nor trailers of any kind shall be parked, placed or maintained on any lot within the area for a period of not more than two (2) weeks in any ten (10) week period, unless the same is shielded from view from other lots within the Area. Construction trailers (during construction only) are excepted from this requirement to the extent such construction trailers comply with the requirements pertaining to the same under Paragraph 10 herein. Because snowmobiles may be used as a means of transportation, seasonal use of snowmobiles and their trailers during the winter precludes the need for shielding from view; however, the summer storage of the snowmobiles and their trailers must be done in such a way as to shield them from the view of the roadway and other lot owners.

#### **15. NUISANCES PROHIBITED**

No noxious or offensive activity shall be conducted on any lot in the Area, nor shall anything be done or cause to be done which may be or become an annoyance or nuisance to any

neighboring property.

#### **16. UTILITIES AND SERVICES**

All utility and service lines, including but not limited to electric, radio, television, telephone, water and sewer lines, shall be placed beneath the ground. Except for neatly stacked firewood, all above ground fuel storage is prohibited unless the same is shielded from view from other lots within the Area.

#### **17. WASTE AND TRASH DISPOSAL**

The burning of trash or refuse or waste on any lot is prohibited except by special permission to be granted by the local Sheriff's Department and then only under such restrictions and requirements as the Sheriff's Department may specify. Garbage containers shall not be allowed to remain in open view at any time except on the day of collection thereof. No trash, rubbish, junk, inoperative vehicles of any kind or other unsightly items of property or waste shall be collected, placed or permitted to remain on any lot within the Area; provided, however, that construction debris shall be removed or burned under controlled burn requirements as soon as it is reasonably possible. The owner or occupant within the Area shall do all things necessary or desirable to keep the same in a neat condition and in good appearance. In the event that any such owner or occupant shall permit any such trash, rubbish, junk, inoperative vehicles of any kind or other unsightly items of property to remain on any lot, then the Board or its designee may enter upon the lot and may remove or cause to be removed the same therefrom or may otherwise cause compliance with this Paragraph and such owner or occupant shall be liable to the Board for the full cost of such entry and removal or other compliance measures. Entry by the Board or its designee(s) shall be conclusive as to whether the entry was necessary; provided, however, that notice of any such violation shall be given to the owner or occupant in writing not less than fourteen (14) days prior to any such entry. All collection and legal fees shall be the responsibility of the lot owner.

#### **18. UTILITY EASEMENT**

An easement is hereby granted and reserved for the benefit of the Area, to be located where necessary and reasonable, across land within the Area, as designated on the above mentioned plat, but no greater than fifteen (15) feet in width, to provide for the installation and maintenance of power, telephone, TV cable and any other utilities.

#### **19. COMBINATION AND SUBDIVISION**

No lot or lots shall be combined or subdivided in any manner except that two (2) contiguous lots, if owned by the same record owner, may be combined as one (1) lot, or the center lot of three contiguous lots may be subdivided in order to enlarge the two (2) remaining lots. Each combined lot shall be treated as one (1) lot for the purposes of applying the Covenants and Restrictions herein contained except for the provisions hereinafter referred to relating to

assessments wherein each combined lot shall be considered to consist of a number of lots or portions thereof contained therein and the record owners of any such combined lot shall, in writing to be recorded in the Office of the County Clerk of Teton County, elect to have the Covenants and Restrictions so applied.

## **20. WILDLIFE CONSIDERATION**

Due to the fact that a wide variety of wildlife use the Solitude area during all seasons of the year the following restrictions apply.

- A. Man-caused alteration of existing wildlife habitats will be kept at a minimum.
  - 1. All existing vegetation will be retained in as near its present form as possible.
  - 2. Cliffs and nesting or perching areas for birds and raptors are to remain free of human disturbance during critical time periods such as nesting and the rearing of young.
  
- B. The land purchaser is purchasing this property with the knowledge that various wildlife species are located in this area and he or she shall accept this risk factor.
  - 1. Potential conflicts with human use arise and wildlife being unaccountable for the damage, no monetary damages or reimbursement of any kind nor will control be undertaken.
  
- C. No hunting of any kind is allowed in the Area without specific approval from the Board. The Board reserves the absolute right to restrict or stop all hunting on any part or all of the property contained in the platted Solitude subdivision.
  
- D. Feeding of wildlife shall be prohibited; provided, however, that the feeding of fish and birds shall be permitted so long as such food is made unavailable to other non-avian and non-aquatic forms of wildlife.

## **21. ROADWAY AND EASEMENT**

It is hereby specified, understood and agreed that the roadway designated on the Subdivision Plat herein before referred to shall be deemed land for the common and mutual use of all lot owners within the subdivision. An easement is hereby granted under and through such roadway for the purpose of installing and maintaining electrical, television, telephone and other utility and service lines.

## **22. BUILDING PERMIT**

No improvement of any kind shall be constructed, erected, placed or permitted to remain on any Lot, and no excavation or other work which in any way alters any Lot from its natural state, or makes further improvements to an already improved Lot, shall be done on any Lot until the

plans, specifications and exterior material samples and color selections therefore have been approved in writing by the Site Committee and a building permit has been issued by Teton County. Plans for construction of a new improvement, or for an addition to an existing building, shall include site plans, design plans and building plans. 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. Design plans shall show all exterior elevations indicating height; all external features including garages, porch, decks, stoops, chimneys, vents, doors and windows, trim and special architectural features; and all exterior materials. Building plans shall include scaled floor plans. No approval for any such improvements shall be granted by the Site Committee unless and until the site plans, design plans, building plans and specifications therefore have been submitted for approval to the Site Committee. Site Committee approval shall not be required for an internal remodel of an existing improvement, though a change in the exterior color of an existing improvement shall require Site Committee approval.

In the event the Site Committee neither approves nor disapproves such plans within thirty (30) days from the submission thereof, written approval in the form of a Building Permit shall be deemed to have been granted.

The construction, reconstruction, alteration or remodeling of any such improvement as designated above shall comply with the following standard codes and official amendments thereto:

- A. Uniform Building Code, current edition
- B. National Plumbing Code, current edition
- C. National Electrical Code, current edition
- D. National Fire Protective Association International, current edition

and such State of Wyoming building and safety codes as may be applicable to the Area.

A one time processing fee of \$250, which is to cover any cost of the Site Committee members for postage, phone calls, blueprint copies, etc. is required for any new construction and must be paid in full before the Site Committee will grant approval. There will be no fee charged for approval of small renovation jobs.

### **23. PONDS AND SURFACE WATER**

#### **A. General**

- 1. Property owners have an obligation to pass water downstream.
- 2. Property owners who have ditches, canals, culverts, or other means of conveying surface water on their property are responsible for keeping them clear of barriers,

grasses, and other obstructions.

3. Adjustments and diversions to the flow of water (e.g., water gate settings/adjustments) can only be made by the Solitude Water Committee, not the property owner (even when the gate is located on the owner's property)

#### B. Ponds

1. Approval from the Site Committee is necessary for any new pond or modification to an existing pond.
2. All new ponds, or major modifications to existing ponds, must adhere to any permitting requirements by the state, county, or other governing body.
3. New or modified ponds must be lined.

#### C. Surface

1. No property owner may widen, deepen, dam, obstruct, change the course of, or otherwise alter a canal without the prior approval of the Site Committee. The term canal also applies to the draws that run through the woods.
2. No property owner may tap into an existing canal without the prior approval of the Site Committee.
3. No property owner may create a new diversion on an existing canal without the prior approval of the Site Committee.

### **24. SITE COMMITTEE-COMPOSITION**

The Site Committee members shall be nominated by the Nominating Committee for a term of three (3) years. The term(s) shall be staggered to maintain continuity from year to year. They will be elected at the annual meeting.

### **25. SITE COMMITTEE-TERM**

The terms of each member of the Site Committee, except for the original members as hereinabove provided shall be three (3) years. The Site Committee members' term shall begin when they are voted in at the annual meeting and shall terminate at the annual meeting three (3) years after. There shall be held a general election of lot owners of record within the Area for the purpose of electing or re-electing by an affirmative vote from the majority of those voting, a member or members to replace those members whose terms are expiring. The Board shall select and appoint a new member to fill the remaining term of any seat vacated by a Committee member for death, resignation, incapacitation or inability to serve.

### **26. SITE COMMITTEE-AUTHORITY**

The Site Committee shall have the following authority:

- A. To grant approvals and authorization as may herein be required;

- B. To enforce the terms and conditions hereof which pertain to the approval of building plans and specifications by appropriate action, including legal action;
- C. To establish procedure for the review and approval of plans and specifications as hereinabove required and for the issuance of building permits therefore;
- D. To establish and charge reasonable plan review fees and building permit fees;
- E. To grant variances, with joint approval of the Board, where strict compliance with the requirements herein contained would result in unnecessary hardships to the variance applicant because of topography, lot shape, physical formation, ground conditions, existing nearby structures and other such non-self-inflicted condition, and when any such variance would not be injurious to the rest of the Area. Any variance granted shall be no more than a minimum easing of the requirements contained herein.

The Site Committee may act only upon the affirmative vote of a majority of members thereof and any such act shall constitute an act of the entire Committee.

## **27. HOMEOWNERS ASSOCIATION**

A non-profit Homeowners Association shall be created by the undersigned, the owners hereof, and every person or entity who is a record owner of fee interest in any lot which is subject by Covenants of record to assessment by the Association shall be a member of the Association provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. The rights, duties, assessments and other obligations of the Homeowners Association shall be governed by this 2018 Amended and Restated Declaration of Covenants, and by the Certification of Incorporation and Bylaws of such Association. The Association shall have all of the powers set forth in the Articles of Incorporation together with its general powers as a non-profit corporation, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Articles, Bylaws and these Restrictions, and to do any and all lawful things which may be authorized, required or permitted to be done by the Association. The Association shall be responsible for the enforcement of 2018 Amended and Restated Declaration of Covenants applicable to the Solitude Subdivision, except for the provisions thereof which pertain to the approval of building plans and specifications by the Site Committee.

## **28. LIEN FOR ASSESSMENTS**

The declarants for each lot owned by them within the Area hereby covenant and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association the following:

- A. Annual assessments or charges.
- B. Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as provided in the Bylaws of the Association.

The annual and special assessments, together with such interest thereon and cost of collection thereof, including reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinabove provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

### **29. ASSESSMENTS**

The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents within the Area and in particular for the improvement and maintenance of services, utilities, roads and facilities devoted to this purpose and related to the use and enjoyment of the common properties and of the homes situated within the Area, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement, maintenance and additions thereto, and for the cost of labor, equipment, material, management and supervision thereof.

### **30. DISSOLUTION**

In the event that the Association as a corporate entity is dissolved, a non-profit, unincorporated association shall forthwith and without further action or notice be formed and succeed to all rights and obligations of the Association hereunder. Said unincorporated association shall be known as Solitude Landowners Association, and its affairs shall be governed by the laws of the State of Wyoming and, to the extent not inconsistent therewith, by the Articles and Bylaws, respectfully, as if they were created for the purpose of governing the affairs of an unincorporated association.

**31. ADDITIONAL FILINGS.** The right is hereby reserved by the developers and declarants to include from time to time additional land within the Solitude subdivision, subject to the actions of the Solitude Homeowners Association, as additional filings by filing with the office of the County Clerk and Ex-Officio Register of Deeds for Teton County, Wyoming, a plat describing such additional land and either a supplemental Declaration of Restrictive Covenants or a Declaration referring to the above recited Restrictive Covenants subjecting such additional land to the Covenants and Conditions hereof.

### **32. AMENDMENTS**

The Covenants and Conditions hereof may be amended, modified or repealed at any time by the written consent of the then record owners of two-thirds (2/3) or more of the lots as

described in the plat or plats referred to above, specifically including any lots subject to those covenants or identical covenants as provided in paragraph 31 above.

### **33. VALIDITY**

In the event that anyone or more of the provisions, Covenants, Conditions or Restrictions or any part thereof herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, Covenants, Conditions and Restrictions herein set forth shall be continued unimpaired and in full force and effect.

### **34. ENFORCEMENT, VIOLATIONS AND COSTS**

These Covenants shall be enforceable by the Association, the Site Committee where applicable, or any lot owner within the Solitude Subdivision. The failure of any lot owner to comply with any provision of these Covenants constitutes a violation of these Covenants, is hereby declared a nuisance, and will give rise to a cause of action against such lot owner for enforcement of the Covenants through negative or affirmative injunctive relief, recovery of damages, or both. Every owner of a lot within the Solitude Subdivision hereby consents to the entry of an injunction or judgment against him or her to terminate and restrain any violation of these Covenants, as well as a lien against his or her lot to secure payment of any judgment or costs provided for herein. Any lot owner who violates these Covenants further agrees to pay all costs incurred by the Association, Site Committee or any lot owner in enforcing these Covenants, including a reasonable attorney's fee whether or not suit is actually filed.



