

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
JOHN DODGE HOMESTEAD SUBDIVISION, SEVENTH FILING**

This is a Declaration of Covenants, Conditions and Restrictions regulating and controlling the use and development of real property, made effective this 26th day of January, 1994 by The Hoke Family Limited Partnership, a Wyoming limited partnership, Declarant.

1. **Purpose.** Declarant is the owner of certain real property located in Teton County, Wyoming, which property is more particularly described in Exhibit "A" attached hereto and made a part hereof, and which is hereinafter referred to as the "property". The property contains significant wildlife habitat and is of high scenic and natural value, and Declarant is adopting the following Covenants, Conditions and Restrictions to preserve and maintain the natural character and value of the property for the benefit of all owners of the property or any part thereof.

2. **Declaration.** Declarant hereby declares that the property described in Exhibit "A" attached hereto, and any part thereof, shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following Covenants, Conditions, and Restrictions, which are sometimes referred to hereafter as the "Covenants". The Covenants shall run with the property and any lot thereof, and shall be binding upon all parties having or acquiring any legal or equitable interest in or title to the property or any part thereof, and shall inure to the benefit of every owner of any part of the property.

3. **Definitions.** The following terms and phrases used in these Covenants shall be defined as follows:

a. "Board" shall mean the board of directors of the John Dodge, 7th Filing, Homeowners Association, Inc., the nonprofit corporation established to administer and enforce the terms and conditions of this declaration, as set forth in paragraph 7 hereof.

b. "Common roads" shall mean the private roadways within the property which provide access to individual lot lines.

c. "Common services" shall mean the roadway maintenance and snow removal services for the common roads and shared access road, and utility line maintenance and repair services for utility lines located in the rights-of-way of such roads.

Grantor: HOKE FAMILY LIMITED PARTNERSHI

Grantee: THE PUBLIC

Doc 370850 bk 287 pg 0131-0151 Filed at 4:25 on 03/21/94
V Jolynn Coonce, Teton County Clerk fees: 46.00

By CLAIRE K ABRAMS

Deputy

d. "Development" shall mean any alteration of the natural land surface, and all buildings, structures or other site improvements placed on the land to accommodate the use of a lot.

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

f. "Principal residence" shall mean the single family residential structure, constructed on any lot of the property, which is the principal use of such lot, which shall be constructed before any other structures are constructed on such lot, and to which other authorized structures on such lot are accessory.

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

h. "Shared access roads" shall mean the private roadways which provide access from the Teton Village highway to the boundary lines of the property.

i. "Structure" shall mean anything built or placed on the ground.

j. "Building envelope" shall mean the portion of a lot, which is a contiguous area as identified in exhibits B, C, D, E, F, G, H and I attached hereto and made a part hereof, within which all structures, buildings, and outbuildings are constructed.

k. "Common lot" shall mean Lot 91, which shall be preserved as an open space lot upon which no improvements shall be constructed, which may be used by lot owners for walking and cross country skiing.

l. "Variance" shall mean the consent of the Board to a lessening of the requirements of the development standards set forth herein, which may be granted by the Board in the Board's sole discretion, if seventy-five percent (75%) of the lot owners consent to such variance.

m. "Amendment" shall mean a written modification of the provisions hereof, completed in accordance with the requirements of paragraph 9 of this Declaration.

4. The Association. The Association is the Wyoming nonprofit corporation established for the purpose of administering and enforcing the provisions of this declaration.

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

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

c. Authority of Board. The Board shall have full power and authority to manage the business and affairs of the Association, as more fully set forth in the articles of incorporation and bylaws of the Association, and to enforce the provisions of this declaration, and the covenants of any other subdivisions which become members of the Association.

d. Meetings. The members of the Association and the

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

5. **Building Permit Required.** No building, structure, road, fence, or improvement of any kind shall be erected, placed, altered, added to, reconstructed or permitted to remain on any lot, and no construction activities or removal of trees or other vegetation shall be commenced until a building permit has been issued therefor by the board.

a. Duplicate sets of plans and specifications for any lot improvement or alteration, including tree removal, shall be submitted to the Board. The plans shall include a plot plan indicating the location of the building envelope on the lot and the location of the proposed development or improvements within the building envelope. All plans for any building or structure must be signed by a licensed architect. Sufficient information shall be submitted to demonstrate compliance with all of the requirements of these Covenants. A fee of Two Hundred Fifty Dollars (\$250.00) shall be paid to the Board for the processing and review of all authorized structures within the building envelope.

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

6. **Development and Use Restrictions.** All development and use shall conform to the following requirements:

a. **Provisions in Addition to County Land Use Regulations.** Conformity with any and all applicable land use regulations of Teton County shall be required, in addition to the requirements of these covenants. In case of any conflict, the more stringent requirements shall govern.

b. **Authorized Use.** Only single-family residential use shall be permitted, together with the keeping of domestic pets and livestock as set forth hereafter.

c. **Prohibited Uses.** No lot within the property shall be subject to division or subdivision. No commercial, industrial or other non single-family residential use whatsoever shall be permitted on any lot, including, by way of example, but not limited to, the rental of a guest house separate from a principal residence. The principal residence on a lot may be rented to groups on a week to week basis only, and to families on a week to week or longer basis. Such rentals shall not constitute a prohibited commercial use and shall be permitted under these Covenants.

d. **Authorized Structures.** No building or structure shall be constructed, placed or maintained on any lot, except one single family residence, one guest house, barn and corral, garage or storage

structures, not to exceed a total of four (4) buildings or structures on any one lot.

e. Building Envelope. All buildings, outbuildings, and other authorized improvements shall be constructed within the building envelope, that contiguous portion of each lot identified on the subdivision plat of the property. No improvement or development shall be permitted on any lot outside of the building envelope except for access driveways, utility installations and bridges, or ground level patios or walkways.

f. Construction. No pre-cut or pre-fabricated or modular structures shall be permitted on any lot. Used materials designed for architectural detailing on the outside of structures may be permitted by the Board, in the Board's sole discretion. The roofs of all structures shall be constructed of shake shingles or similar materials approved by the Board. All construction shall be completed within one (1) year from the commencement date of construction, unless the Board approves an extension for good cause, not to exceed six (6) months in length.

g. Height Limitations, Floor Area Limitations. No building shall be greater than thirty (30) feet in height. Building height shall be measured from existing grade to the highest point of the roof antennas. The principal residential structure, exclusive of the garage, shall have a minimum floor area of 2,500 square feet and a maximum floor area of 8,000 square feet. Any guest cabin shall have a maximum floor area of 800 square feet or such other maximum floor area as allowed by Teton County, Wyoming zoning regulations.

h. Authorized-Prohibited Fences. No boundary fences around the exterior lot lines of any lot, or around the perimeter of any building envelope shall be permitted. The following are the only fences permitted on any lot, which shall be within the building envelope:

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

(2) fences around tennis courts or swimming pools, the permitted size of which and construction type shall be approved by the Board;

(3) fences enclosing a dog run, the size, construction and location of which shall be approved by the Board;

(4) underground electronic fences to restrain and control dogs shall be permitted within the building envelope on any lot;

(5) a corral for the keeping of permitted livestock, the size, construction and location of which shall be approved by the Board.

i. Utilities. Electrical and telephone utility lines have been installed underground in the shared access roads and common roads rights-of-way. Connections from improvements on lots within the property to the underground utility lines shall be completed at the lot owners' expense, and shall be constructed underground.

j. Temporary Structures Prohibited. No temporary structures, such as trailers, tents, shacks or other similar buildings shall be permitted on any lot, except during construction as authorized by the Board.

k. Maintenance. Each lot and all improvements thereon shall be maintained in a clean, safe and sightly condition. Boats,

tractors, vehicles other than automobiles, campers whether or not on a truck, snow removal equipment, and garden or maintenance equipment shall be kept at all times, except when in actual use, within an enclosed structure. Refuse, garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials, scraps, refuse or trash shall be kept, stored or allowed to accumulate on any lot.

l. Pets. No livestock or pets shall be kept or maintained on any lot except as provided herein. Any animals or livestock permitted to be kept on a lot shall be restrained and controlled at all times so that they do not cause a nuisance to neighboring lot owners, and so that the presence or activity of any such pets or livestock does not harass or endanger wildlife. Cats or other domestic animals which are normally kept and maintained indoors shall be permitted on any lot. Not more than two (2) horses may be kept on any lot, and shall be kept within approved barn and corral facilities. Not more than two (2) dogs may be kept on any lot, provided, however, that a litter of puppies born to a dog owned by a lot owner may be kept or maintained upon any lot for a period not to exceed four (4) months, provided that said puppies are maintained and restrained in accordance with the provisions of these Covenants. If any dog or dogs are caught or identified chasing or otherwise harassing livestock, wildlife or people, 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 not more than Fifty Dollars (\$50.00) plus all costs of impoundment. If any such animal or animals are caught or identified chasing or harassing wildlife, livestock or people on a second occasion, the Board shall have the authority to have such animal or animals impounded or destroyed, the determination of disposition being in the sole discretion of the Board. In the event that such animal or animals are not destroyed, the board shall assess a penalty of not more than One Hundred Dollars (\$100.00) per animal, plus costs of impoundment. If any such animal or animals are caught or identified chasing or harassing wildlife, livestock or people on a third or subsequent occasion, such animal or animals shall be either destroyed or permanently removed from the property. 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 animal or animals.

m. Noxious or Offensive Activities. No noxious or offensive activity shall be permitted on any lot. No light shall be emitted from any lot which is unreasonably bright or causes unreasonable glare for any adjacent lot owner. No unreasonably loud or annoying noises, or noxious or offensive odors shall be emitted beyond the lot lines of any lot. Lot owners shall keep barking dogs within authorized structures, and shall prevent such animals from causing annoyance to neighboring lot owners.

n. Signs. No signs or advertising devices shall be erected or maintained on any lot, except a sign, not greater than 4 square feet in area, which identifies the address of the property.

o. Water Systems. Each residential building shall be connected to a private water supply system at the sole expense of the owner, and such system shall conform to all applicable standards of the State of Wyoming, Teton County or any other regulatory agency.

p. Sewage Disposal. Each residential building shall be connected to a private sewage disposal system at the owners' sole expense, and such sewage disposal system shall conform to all

applicable standards of the State of Wyoming, Teton County or other regulatory agency. No outdoor toilets shall be permitted, except for a nine (9) month period during construction.

q. Common Roads. The common roads on the property shall be private roads at all times, and each lot owner shall be responsible for an equal portion of the snow removal and maintenance costs for said roads.

r. Shared Access Roads. The shared access roads providing access to the property shall be private roads, and each lot owner shall be responsible for a proportionate share of the snow removal and maintenance costs for the shared access roads. Snow removal and maintenance costs on the shared access roads shall be divided with owners of other property to which access is provided by said roads, in accordance with the determinations of the Board.

s. Snowmobiles and Motorcycles and Off-Road Vehicles Prohibited. No snowmobile, motorcycle, all-wheel drive, all-terrain vehicle or other similar device shall be operated on any lot for recreational purposes. Snowmobiles, motorcycles, all-wheel drive, all-terrain vehicle or similar vehicles may be used for access to and from residential structures, with the prior written approval of the Board. The approval of the Board for access use may be terminated if such vehicles are not strictly limited to access use.

t. Wildlife Protection. It is recognized by the Declarant and the purchasers or owners of any lot within the property, that many wildlife species live on or migrate through the property during various times of year. The following limitations on use and development are intended, in addition to all the other requirements of these covenants, to protect, preserve and maintain the existing wildlife habitat on the property and to minimize the adverse effects of development on wildlife habitat:

(1) 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 the building envelope for the purposes of constructing authorized structures or roads thereon;

(2) 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 an enclosed improvement area;

(3) No hunting or shooting of guns shall be allowed on any lot. Individual animals causing damages, such as beaver damming irrigation ditches or porcupines girdling trees may be controlled.

(4) No artificial feeding of moose, elk, deer and/or waterfowl shall be allowed on any lot.

(5) No non-native animal species shall be released to roam at large on any lot.

(6) Every lot owner of the property by acceptance of a deed to his or her lot releases the Wyoming Game and Fish Department from any and all claims for wildlife damage.

u. Mineral Activities Prohibited. No mining or other mineral extraction or development activities shall be permitted on any lot, including the removal of gravel; provided that excavation for landscape purposes may be permitted with the prior written approval of the design committee.

v. Control of Noxious Weeds. Lot owners shall take all actions necessary to control noxious weeds as defined by the Teton County Weed and Pest Control Board and/or the board. Any noxious weed control in or near any wetlands area on any lot shall be conducted only after consultation with the Teton County Weed and Pest Control Board. Because the timing for effective control of noxious weeds is very critical, if a lot owner fails to respond immediately to a written request for weed control from the Board, the Board shall have the right to contract for such control services and the company so contracted shall have the right to enter upon any such lot to treat noxious weeds without any liability for trespass. In the event that the Board provides for noxious weed treatment as described herein, the owner of a lot treated for noxious weed control shall pay all costs incurred by the board.

w. Irrigation Ditches. There are irrigation ditches which are located on the property. The irrigation ditches are identified on the subdivision plat of the property. No lot owner shall alter a ditch without approval of the appropriate authority. It is essential to keep the ditches 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 Board can take necessary control actions.

x. Irrigation Headgate Access. Declarant and/or the Board shall have the right to grant an access easement to irrigation ditch users for maintenance and use of headgates.

y. Satellite Dishes. A satellite dish shall be permitted on any lot, provided that any satellite dish must be visually shielded from adjacent lots with shielding approved by the Board of Directors before such satellite dish is installed.

z. Berms. No berms shall be constructed or maintained on any lot of the Property, except berms of not more than 2 feet in height above existing grade, which are constructed wholly within the building envelope on a lot, for which satisfactory provision for landscaping, planting and maintenance has been provided to and approved by the board. An elevated leachfield, required by regulatory authorities, which shall be constructed only within the building envelope, shall not be considered to be a berm.

aa. Improvement of Wetlands-Wildlife Habitat. Notwithstanding any provision herein to the contrary, the Board may allow development outside of the building envelope on a lot for the sole purpose of improving wetlands and/or wildlife habitat. Any proposal for wetland improvement or wildlife habitat improvement shall be reviewed and approved by the Wyoming Game and Fish Department and/or any other governmental authority having jurisdiction before submittal to the Board.

7. Association-Board of Directors. The Association is a Wyoming non-profit corporation, formed to administer and enforce the provisions of this declaration. The Board of Directors of the Association shall consist of three (3) members, or such additional number as may be approved by the members in accordance with the Articles and Bylaws. The term of a member shall be three (3) years, except that the terms of the members of the initial board shall be one, two and three years. Thereafter all members shall

serve for a term of three (3) years. The Board shall be elected by a majority vote of the members. Membership in the Association is not required for membership on the board. All lot owners, through the purchase of their lot, agree to serve on the Board.

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

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

c. Common Services. The Board shall contract for snow removal and periodic maintenance services on the common roads and shared access roads. The Board shall prepare an annual budget estimate, and submit annual statements to each lot owner based upon its estimate. Billings for common services shall be paid by lot owners within thirty (30) days of the billing date. Each lot owner will be responsible and billed for one-eighth (1/8) of the cost of snow removal and road maintenance for the common roads, and such portion of the snow removal and road maintenance costs of the shared access road as shall be determined by the Board. In the event that the estimate of the Board is less than the actual cost of common services, the Board shall send billings to each lot owner in accordance with the proportionate shares set forth in this paragraph after the Board's funds for common services have been expended, with an estimate for common services for the remainder of the year based upon the actual expenses incurred by the Board. Additional billings shall be paid by lot owners within thirty (30) days of the billing date. The initial assessment for common services will commence from and after _____, 1994.

d. Special Assessments. On the approval of 2/3rds of the lot owners the Board shall have the authority to establish special assessments to meet unusual or emergency conditions that have arisen with regard to the access facilities or utilities which service the property. Special assessments shall be allocated in accordance with the formula set forth for common services, and shall be payable within thirty (30) days of the billing date.

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

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

8. Violations-Enforcement-Liens-Costs. The limitations and requirements for land use and development set forth in these Covenants shall be enforceable by the Declarant, G. Bland Hoke, Jr.

or Elizabeth S. Hoke, or by the Board, or by any owner of a lot within the property. In addition, the Board of County Commissioners of Teton County, Wyoming, shall have the authority to enforce those portions of these restrictive Covenants which require that all buildings and structures on each lot, except for ground level patios or walkways, are located within the building envelope on such lot, and the Board of County Commissioners shall also have the authority to enforce the provisions of paragraph 6l and 6t pertaining to dogs kept or maintained on any lot within the subdivision, and the Board of County Commissioners shall also have the authority to enforce the provisions of paragraph 6h pertaining to authorized and prohibited fences. Every owner of a lot within the property hereby consents to the entry of an injunction against him or her or his or her tenants or guests, to terminate and restrain any violation of these Covenants. Any lot owner who uses or allows his or her lot to be used or developed in violation of these Covenants further agrees to pay all costs incurred by the Board or the declarant or other lot owner in enforcing these Covenants, including reasonable attorney's fees. The Board shall have a lien against each lot and the improvements thereon to secure the payment of any billing for common services, a special assessment, or penalty due to the Board from the owner of such property which is not paid within the time provided by these Covenants, plus interest from the date of demand for payment at the rate of ten percent (10%). The Board is authorized to record a notice of lien in the office of the County Clerk of Teton County, Wyoming, which shall include a description of the property and the name of the owner thereof and the basis for the amount of the lien. A copy of the notice of lien as filed in the County Clerk's office shall be sent to the owner by certified or registered mail. Any lien may be foreclosed in the manner provided for foreclosures of mortgages by the statutes of the State of Wyoming. Alternatively, the Board shall have the right to initiate civil proceedings as allowed by Wyoming law to collect any delinquent assessment, billing for common services and/or penalty. In addition to the principal amount of any assessment, charge for common service and/or penalty, plus interest, the Board shall be entitled to the payment of all

costs incurred in the establishment or enforcement of any lien, and/or the costs involved in any civil proceeding, including filing costs and attorney's fees.

9. **Amendment.** These Covenants may be amended with the written consent of 75% of the lot owners of the property, except for the provisions of paragraphs 6h, 6i and 6t, the amendment of which shall also require the written consent of the Board of County Commissioners of Teton County.

10. **Relocation of Building Envelope.** The building envelope on any lot may be relocated with the written consent of the Board and the owners of the lots abutting the lot seeking building envelope relocation. Abutting lots are defined as lots located adjacent to the lot in question and on the same side of the common access road as the lot for which building envelope relocation is requested. Building envelope relocation shall be effective when the consent of the Board and abutting lot owners have been recorded in the Teton County Clerk's Office, together with a map designating the relocated building envelope.

11. **Variance.** A variance from the requirements of the development standards set forth in this Declaration may be permitted in the discretion of the Board, if seventy-five percent (75%) of the lot owners consent thereto.

12. **Duration of Covenants.** All of the Covenants, Conditions and Restrictions set forth herein shall continue and remain in full force and effect at all times against the property and the owners and purchasers of any portion thereof, subject to the right of amendment as set forth in paragraph 8 hereof. If required by law, these Covenants shall be deemed to remain in full force and effect for twenty (20) year periods, and shall be automatically renewed for additional consecutive twenty (20) year periods unless all of the lot owners of the property subject to these Covenants otherwise agree in writing.

13. **Severability.** Any decision by a court of competent jurisdiction invalidating any part or paragraph of these Covenants shall be limited to the part or paragraph affected by the decision of the court, and the remaining paragraphs and the Covenants,

Conditions and Restrictions therein shall remain in full force and effect.

14. Acceptance of Covenants. Every owner or purchaser of a lot within the property shall be bound by and subject to all of the provisions of this Declaration, and every lot owner or purchaser through his or her purchase or ownership expressly accepts and consents to the operation and enforcement of all of the provisions of this Declaration.

IN WITNESS WHEREOF, Declarant has executed this Declaration effective the 26th day of January, 1994.

The Hoke Family Limited Partnership,
A Wyoming Limited Partnership

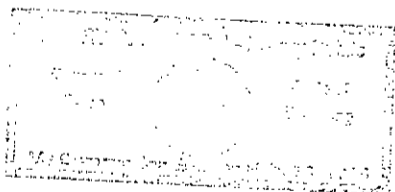
By: [Signature]
G. Bland Hoke, Jr., General Partner

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by G. Bland Hoke, Jr., General Partner of The Hoke Family Limited Partnership, A Wyoming limited partnership, this 26th day of January, 1994.

[Signature]
Notary Public

My Commission expires:



Legal Description
of the
John Dodge Homestead Subdivision
Seventh Filing

That part of the NE $\frac{1}{4}$ of Section 12, T41N, R117W, in Teton County, Wyoming, described as follows;

Commencing at the southwest corner of said NE $\frac{1}{4}$ of Section 12, which is marked by an appropriately stamped brass cap on a 2 inch pipe, Thence N 00° 03' 29" E, 183.42 feet along the west line of said NE $\frac{1}{4}$ to the POINT of BEGINNING which is a Northwest corner of Wilderness Ranch Estates Subdivision, a subdivision recorded in the Office of the Clerk of Teton County, Wyoming as plat number 392,

Thence N 00° 03' 09" E, 1137.49 feet, to the northwest corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, marked by a brass cap on a 2 inch pipe,

Thence N 00° 03' 29" E, 60.12 feet, along the west line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section to the southwest corner of that tract recorded in said Office in Book 186 of Photo on pages 799-823, (C-V School) marked by an aluminum cap on a 2 $\frac{1}{2}$ inch aluminum pipe,

Thence along a curve concave to the north with a radius of 746.47 feet, a radial bearing of N 06° 39' 14" W, a central angle of 25° 49' 59" and an arc length of 336.56 feet, being subtended by a chord of N 70° 25' 47" E, 333.72 feet, to an aluminum cap on a 2 $\frac{1}{2}$ inch aluminum pipe,

Thence N 52° 35' 45" E, 843.82 feet, along said southeasterly boundary to an aluminum cap on a 2 $\frac{1}{2}$ inch aluminum pipe,

Thence S 27° 07' 39" W, 611.12 feet, along the boundary of that tract recorded in said Office in Book 196 of Photo on pages 675-678, (Jackson Hole Land Trust) to a point marked by a 5/8 inch rebar with a stamped cap,

Thence N 50° 27' 41" E, 684.62 feet, continuing along said boundary to a point marked by a 5/8 inch rebar with a stamped cap,

Thence N 51° 25' 28" E, 398.87 feet, along said boundary to a point marked by a 5/8 inch rebar with a stamped cap, which is also the most westerly corner of John Dodge Homestead 5th filing recorded in said Office as plat number 664,

Thence S 32° 30' 00" E, 710.00 feet, along the westerly line of John Dodge Homestead 5th filing to an angle point,

Thence S 30° 30' 00" W, 370.00 feet, continuing along said westerly line to an angle point,

page 2 of 2

JDH Sd. Description

Thence S 09° 07' 05" E, 417.95 feet, to the southwest corner of said John Dodge Homestead 5th filing which is on the north line of that tract conveyed to the Bayers in that deed recorded in said Office in Book 213 of Photo on pages 312-314,

Thence N 89° 53' 08" W, 501.55 feet, along said north line to the northwest corner of that tract, marked by an aluminum cap on a 5/8 inch rebar,

Thence S 00° 08' 54" W, 258.37 feet, along the west line of said tract to an aluminum cap on a 5/8 inch rebar,

Thence S 00° 07' 51" W, 377.10 feet, to the northeast corner of said Wilderness Ranch Estates Subdivision,

Thence N 89° 54' 20" W, 1303.85 feet, along said north line to the Point of Beginning.

Together with and subject to any easements of sight or record. Including but not limited to that 60 foot easement for Wilderness Ranch Road and that easement for a 60 foot and a 20 foot road recorded in said Office in Book 124 of Photo on pages 732 and 733.

Encompassing an area of 57.82 acres, more or less.

Scott R. Pierson, PLS 3831

August 16, 1990

J# 9176

EXHIBIT "A"

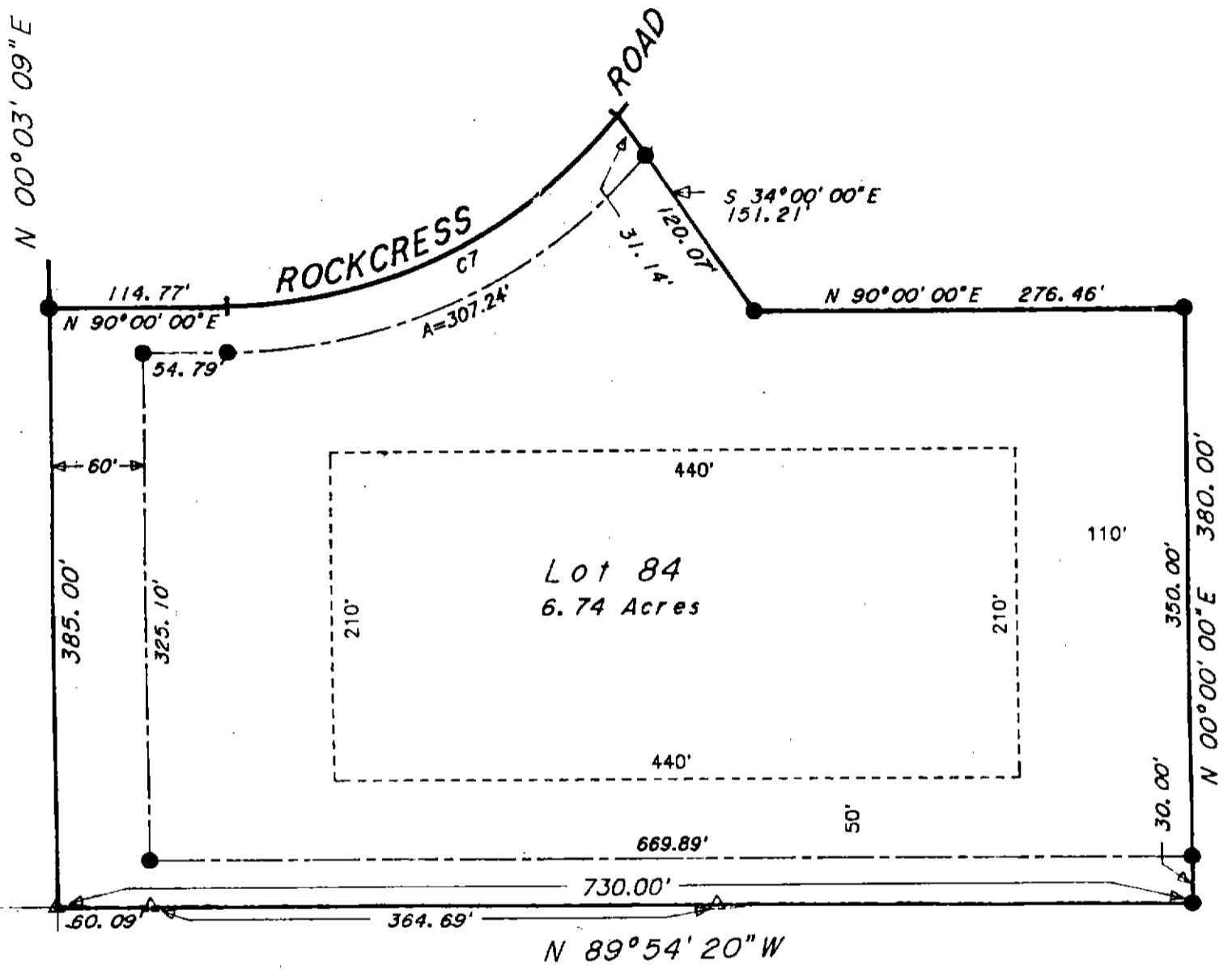


EXHIBIT "B"

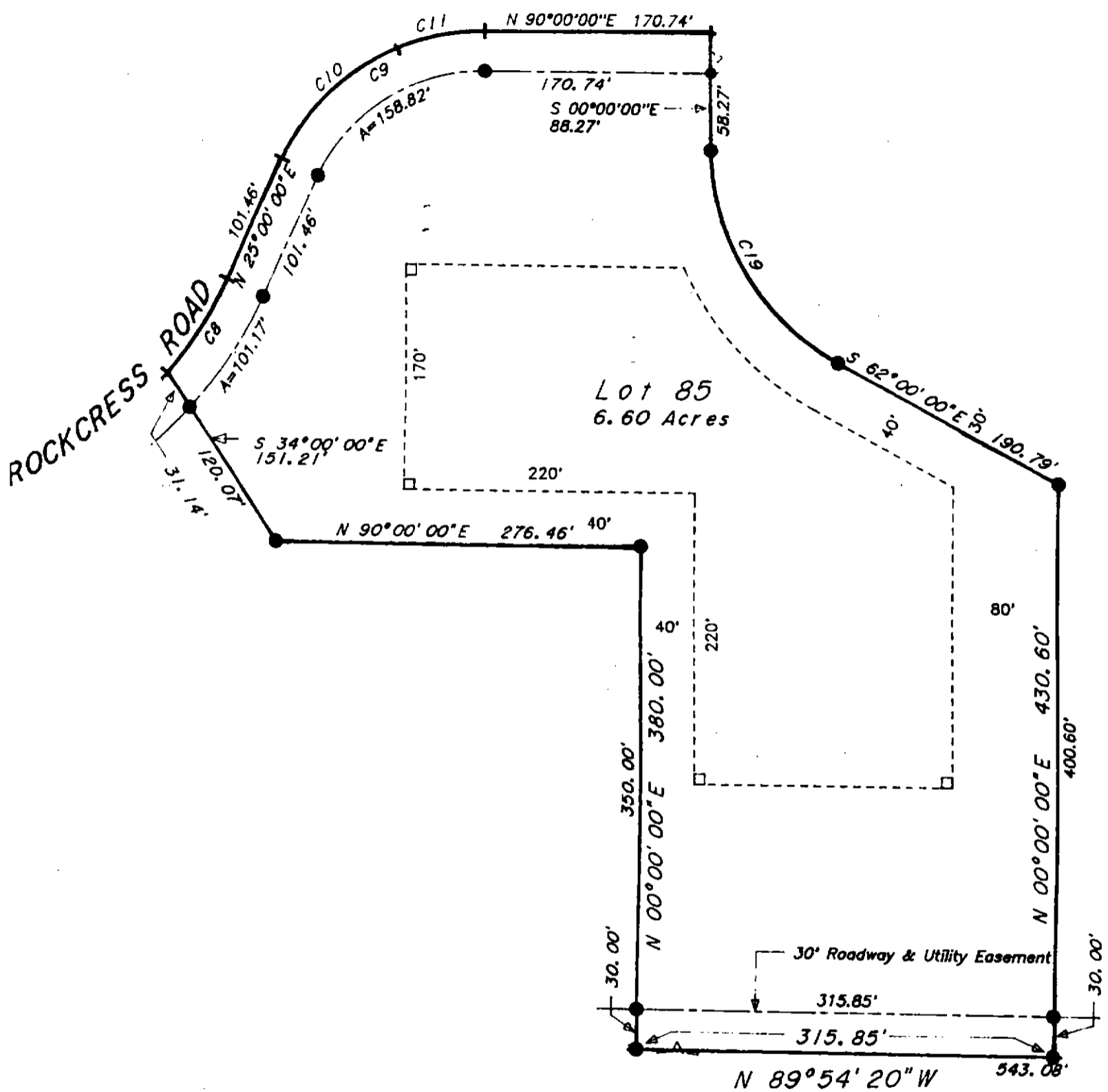


EXHIBIT "C"

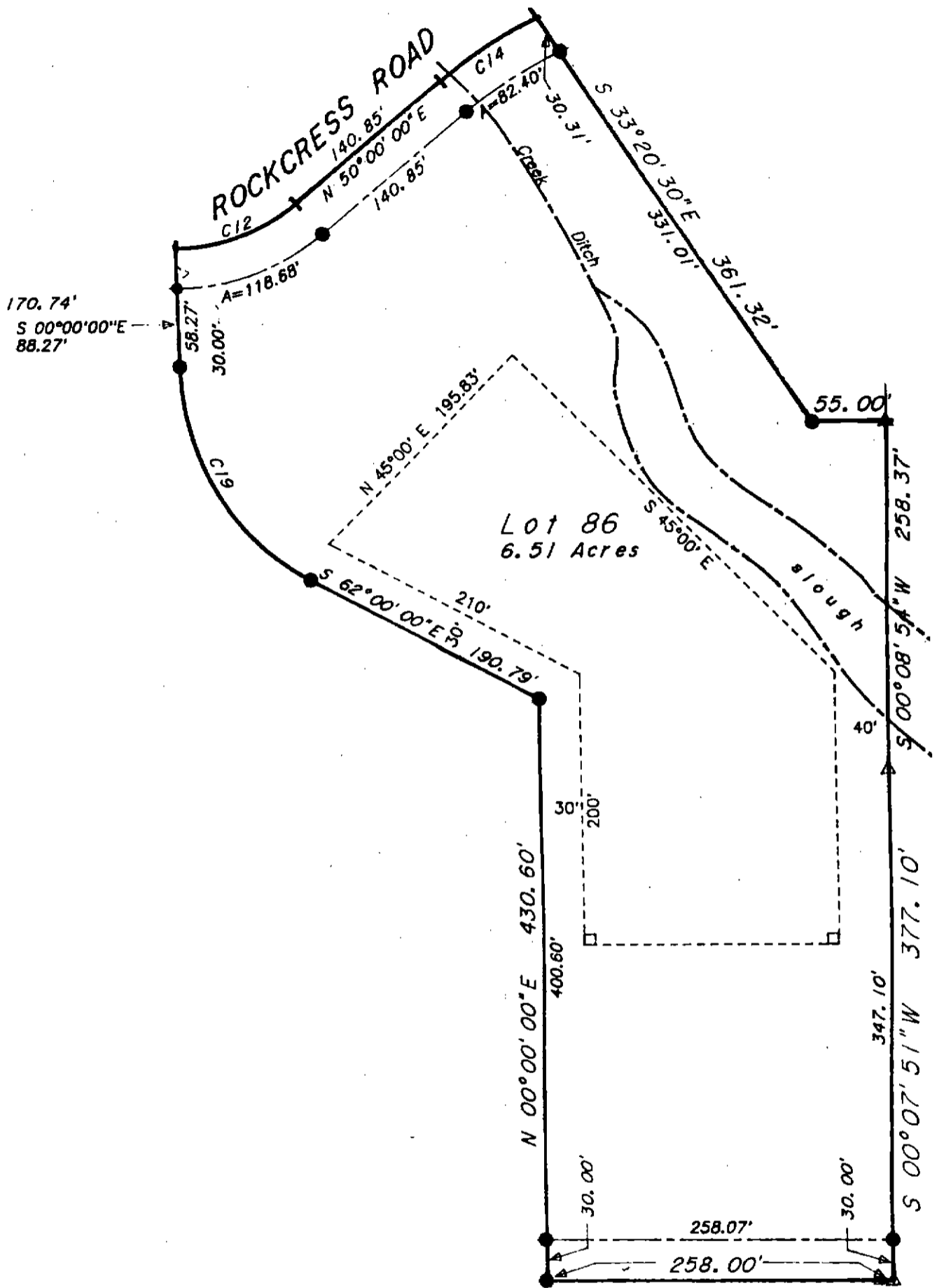


EXHIBIT "D"

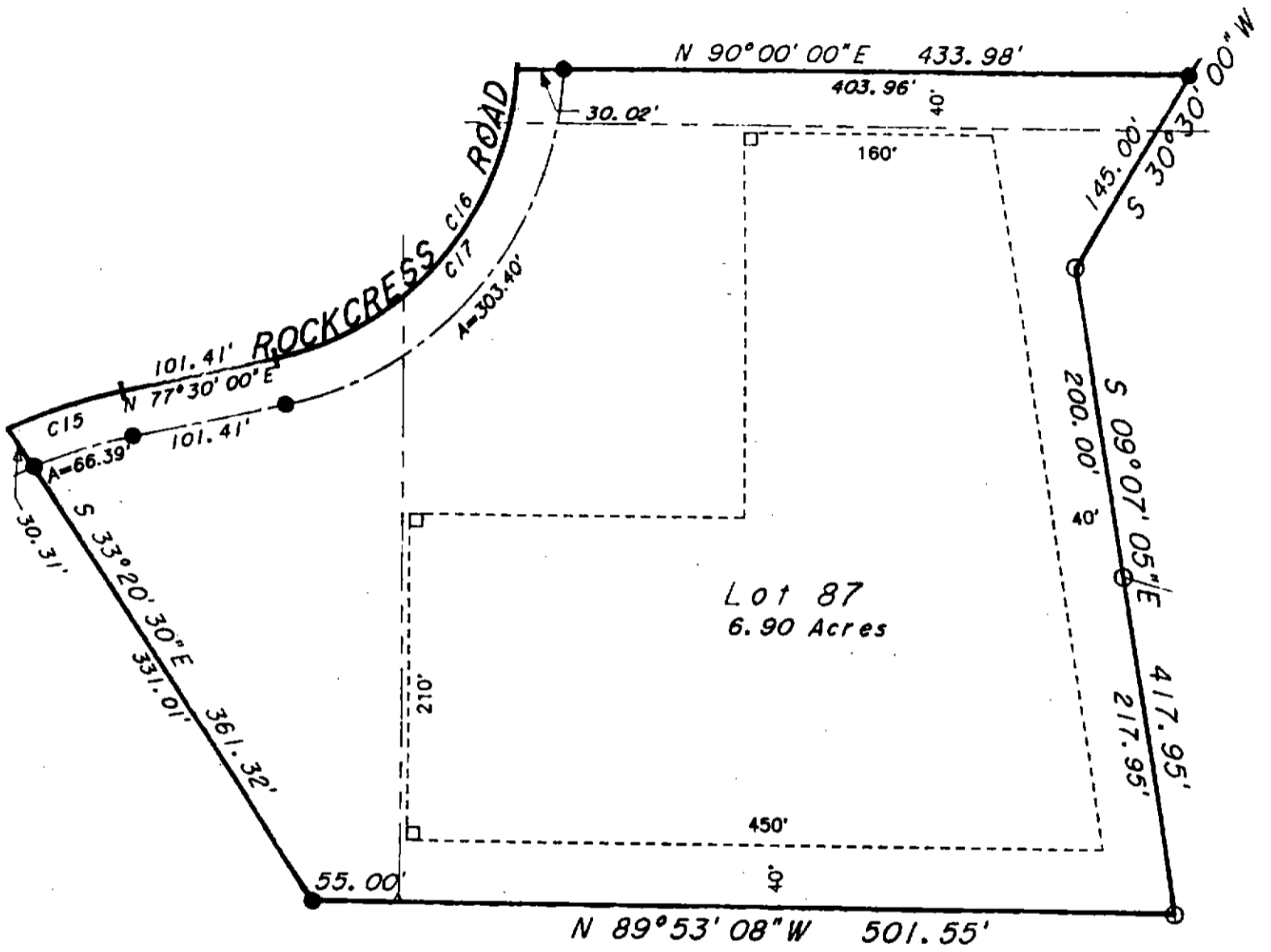


EXHIBIT "E"

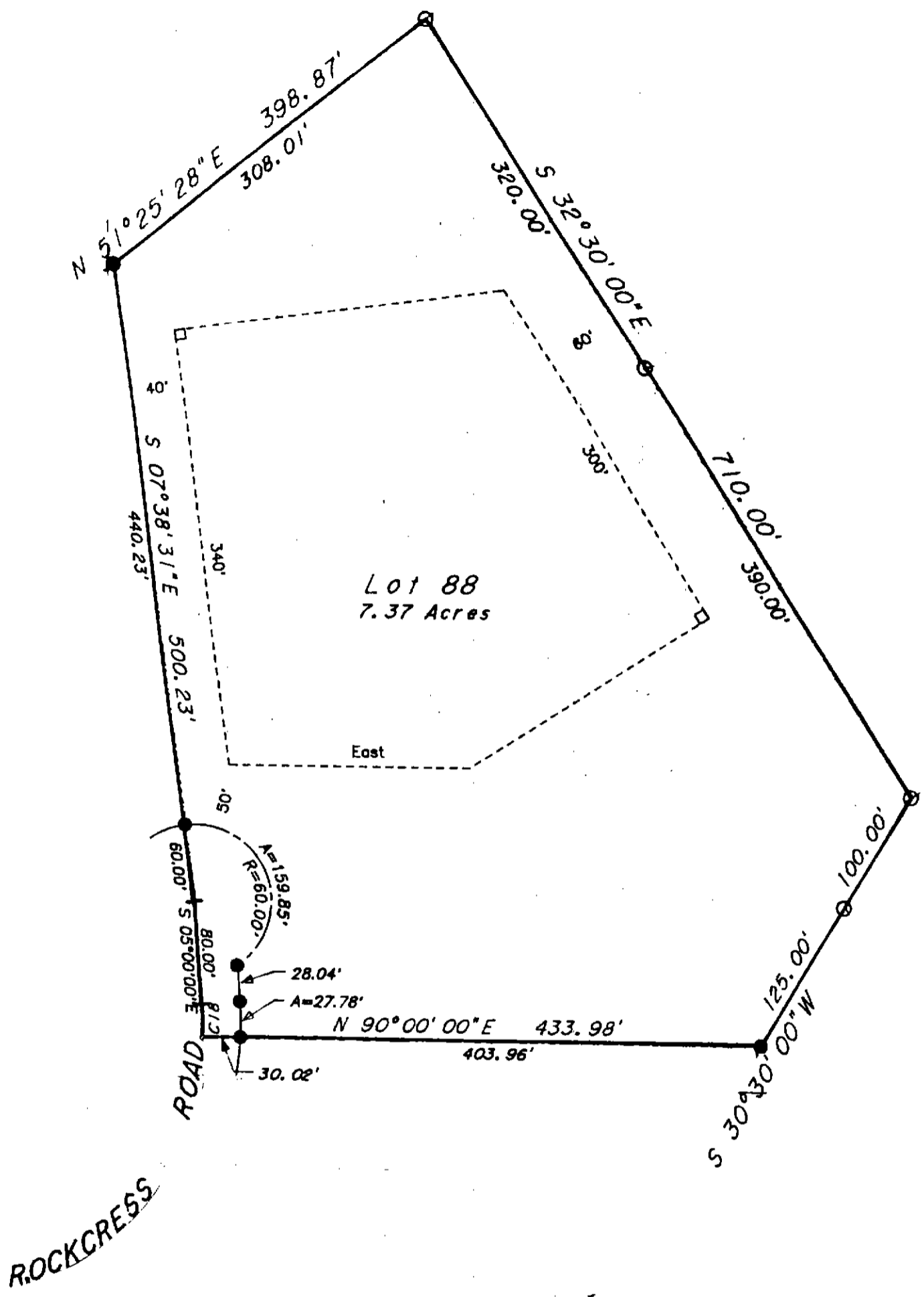


EXHIBIT "F"

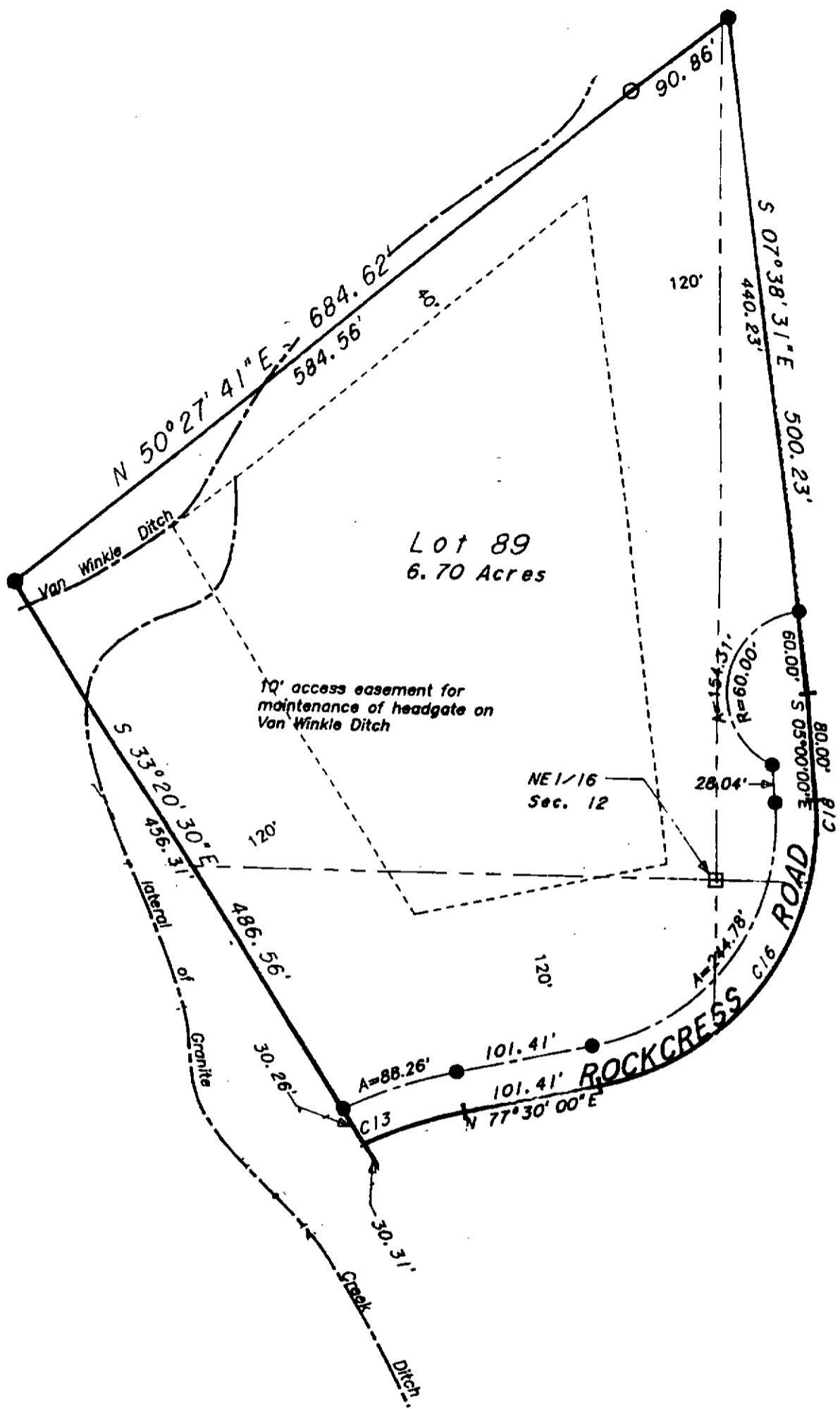


EXHIBIT "G"

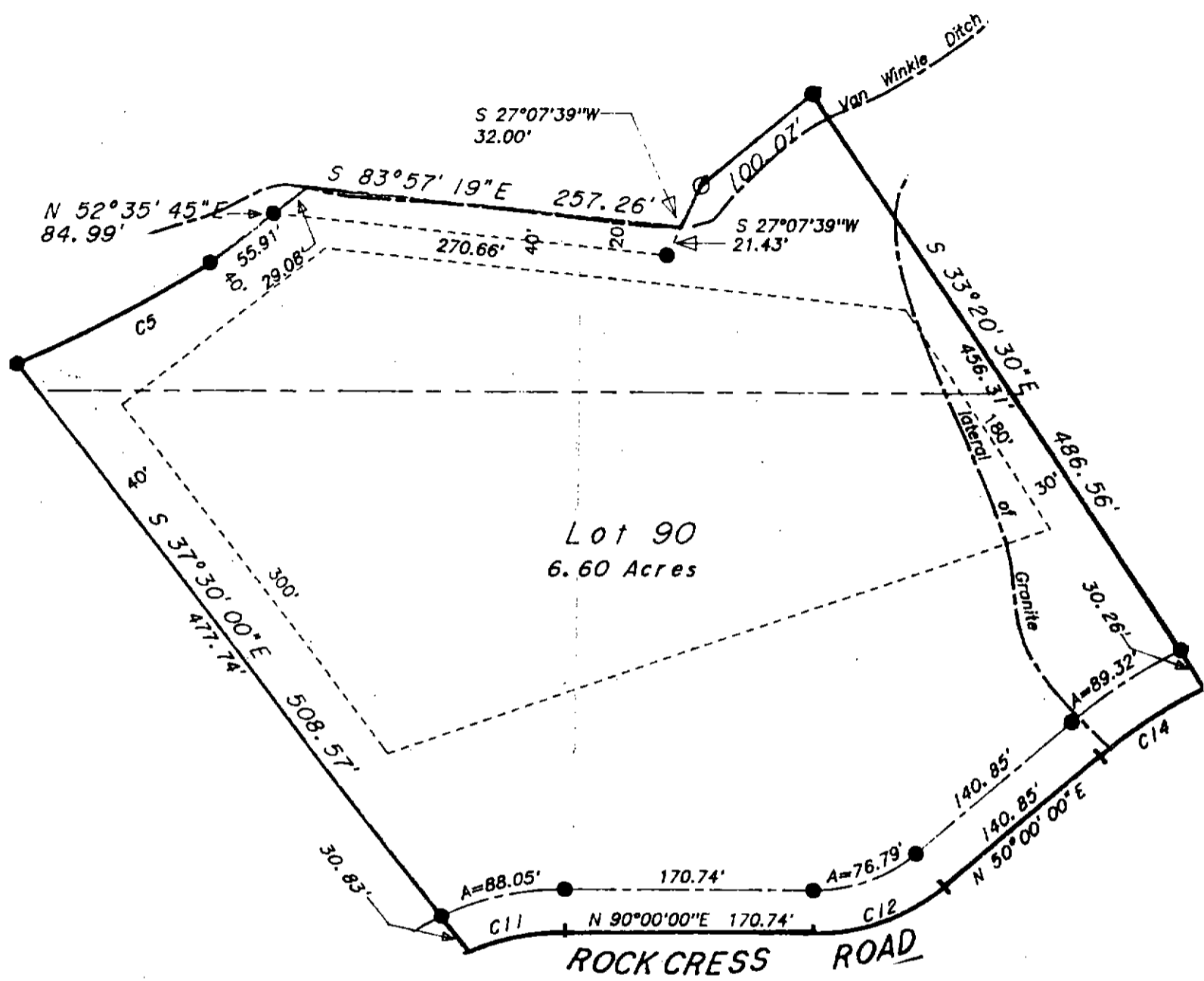


EXHIBIT "H"

60' Roadway & Utility
Easement
211P886, 211P887
124P732-733
83P595
77P394

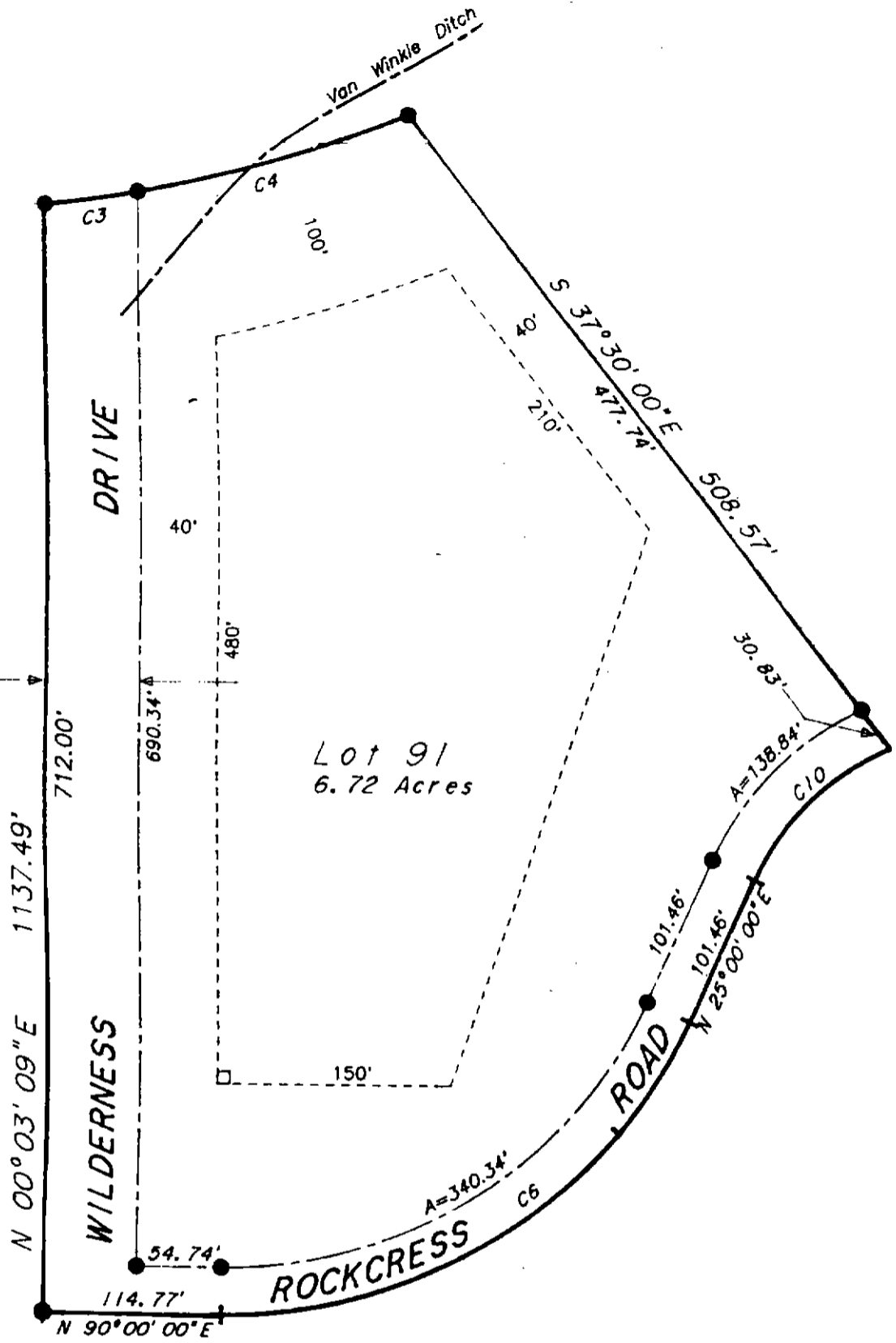


EXHIBIT "I"