

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
BAR-B-BAR MEADOWS  
(Formerly Bar-B-Bar Ranch Estates at Jackson Hole)**

This Declaration of Covenants, Conditions and Restrictions regulating and controlling the use and Development of certain real Property as hereinafter described is made to be effective this 4th day of December, 1992, by Bar-B-Bar Corporation, a Delaware Corporation, of 7200 N. Bar-B-Bar Road, Jackson, Wyoming, hereinafter referred to as "Declarant", the Owner of the Property described on Exhibit "A" attached hereto and being a portion of the Bar-B-Bar Ranch, Teton County, Wyoming, and which shall hereinafter be referred to as the "Property". This amended and restated Declaration of Covenants, Conditions, and Restrictions shall replace and supersede that Declaration dated October 18, 1991, and recorded December 11, 1991, in Book 245 of photo pages 556 to 577, as to the property described herein only. The Property is of high scenic and natural value, and Declarant is adopting the following Amended and Restated Covenants, Conditions and Restrictions in accordance with authority reserved to it in those Covenants as owner of more than 35% of the property described herein and affected by this amendment and restatement, 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.

NOW, THEREFORE, Declarant hereby declares that all of the Property described shall be owned, held, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real Property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of any part thereof.

**ARTICLE I - DEFINITIONS**

Section 1. "Association" shall mean and refer to Bar-B-Bar Meadows Home Owners Association, a Wyoming Non-Profit Corporation, and its successors and assigns.

Section 2. "Board" shall mean the Board of Directors of the Association, the non-profit corporation established to administer and enforce the terms and conditions of this Declaration as set

Grantor: BAR-B-BAR CORPORATION  
Grantee: THE PUBLIC  
Doc 342623 bk 262 pg 1182-1207 Filed at 09:05 on 12/16/92  
V Jolynn Coonce, Teton County Clerk fees: 56.00  
By CLAIRE K ABRAMS Deputy

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forth herein and to administer and govern the use of the "Common Area."

Section 3. "Common Area" shall mean all real Property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be conveyed to and owned by the Association is as follows:

Lots 83 and 84, Bar-B-Bar Meadows Subdivision, Teton County, Wyoming.

Section 4. "Common Roads" shall mean the private roadways within the Property which provide access to individual Lot lines and designated as Lot 85 on the plat of the subdivision.

Section 5. "Common Services" shall mean the roadway maintenance and snow removal services for the common road, utility line maintenance and repair services for utility lines, if any, located in the rights-of-way of such roads, elk migration corridor screening, Common Area Landscaping and sign maintenance and private water system maintenance if and when such system is established for any portion of the Property

Section 6. "Declarant" shall mean and refer to Bar-B-Bar Corporation, a Delaware Corporation, of 7200 N. Bar-B-Bar Road, Jackson, Wyoming, the Owner of the Property.

Section 7. "Development" shall mean any significant 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.

Section 8. "Lot" shall mean and refer to any of the single family residential plots of land as described and depicted on the Plat of the Bar-B-Bar Meadows Subdivision.

Section 9. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract buyers and Owners of a beneficial interest, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Principal Residence" shall mean the single family residential Structure, constructed on any Lot of the Property, which is the principal use of such Lot, and to which other authorized Structures on such Lot are accessory.

Section 11. "Property" shall mean and refer to that certain real Property known as Bar-B-Bar Meadows described on Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 12. "Structure" shall mean anything built or placed on the ground, excluding fences, walls and septic systems.

Section 13. "Bar-B-Bar Meadows" shall mean and refer to the subdivision or Development known as Bar-B-Bar Meadows.

## ARTICLE II - DESIGN STANDARDS

Section 1. General Standards. The following standards and restrictions are applicable to the construction, remodeling, alteration and exterior refinishing of any and all improvements and site preparation upon each Lot. The intent of the Declarant in establishing these covenants is to create and maintain a recreational, residential, and ranch area with an atmosphere and charm entirely compatible with the natural environment of the existing ranch, and further to provide every practical and legal means to safeguard and protect the interests of all Owners and the stability of this Development. In considering applications, the Site Committee will regard compatibility with site characteristics as the primary and foremost design objective. The Development shall not dominate its surroundings, but rather should be subservient to them. The total mood should be predominance of wood in the Structures to assure harmony with the colors and textures of the natural environment.

### Section 2. Design Character.

- (a) All improvements shall be of new construction. Prebuilt, component, or modular construction shall not be permitted.
- (b) Exterior materials shall be new material except for architectural detailing which may utilize used materials provided that used materials may be approved for barns and other outbuildings. Under no circumstance shall an exterior wall of any building be of plastic, metal, T 1-11 plywood, exposed cinder, or other lightweight aggregate block, reflective metal, nor shall any roof be of plastic, reflective metal or any other kind of metal other than that expressly stated below.
- (c) Exterior finishes shall be semi-transparent or heavy bodied stains, or pigmented or clear non-glossy preservatives. Glossy painted finishes shall not be permitted. All exposed metals shall have a dull colored finish, or shall be flat color anodized or painted.
- (d) Exterior colors shall be subdued. Color samples, on pieces of all exterior materials and roofing materials to be used, shall be submitted to the Site Committee for approval.

### Section 3. Building Design.

- (a) Not more than one single family residence shall be constructed on any residential Lot. A detached guest house, garage facilities, a barn (only on Lots upon which horses are permitted) and associated outbuildings, not to exceed a total of four Structures for Lots 1 through 14 and three Structures for Lots 15

through 82, may be permitted if of similar design character to the Principal Residence.

- (b) All buildings and accessory Structures shall be constructed within the set-back lines as follows:
1. Where a building envelope is provided on the Plat of the subdivision to which this Declaration applies, then all above ground Structures shall be constructed within the building envelope.
  2. Where no building envelopes are depicted on the Plat, the setbacks, with the exception of the O'Neill Property, shall be as designated on the Plat of the subdivision.
  3. Regardless of set backs, the total Development area for any Lot shall not exceed twenty percent of the total Lot area.
  4. The total contiguous Development area on all Lots is, in addition, subject to zoning rules and regulations of Teton County as they exist from time to time, including requirements regarding impervious surfaces.
- (c) The minimum floor area of any single family residence shall be not less than 2,000 square feet for Lots 15 through 82 and 2,500 square feet for Lots 1 through 14 (unless such residence is built to function as a guest house), exclusive of a garage, carport or unenclosed porches or decks and the maximum floor area exclusive of such Structures shall be 8,000 square feet. Each principal residential Structure shall have as a minimum an attached or detached two-car garage. All Development, including guest houses, shall, in addition, comply with the requirements of the Teton County Comprehensive Plan as it shall exist from time to time.
- (d) The maximum building height of any Structure shall not exceed 24 feet for Lots 1 through 14 and 19 feet for Lots 15 through 82. All heights shall be measured at any cross section of the Structure from undisturbed original grade to the highest point of the Structure immediately above. Minor projections such as chimneys or other Structures not enclosing habitable space, shall be excluded in determining the maximum height.
- (e) Roofs shall have a minimum pitch of three feet in twelve feet. All primary roofs shall have a minimum overhang of two feet. Solar collectors shall not be considered to be roofs. Roofs shall be architectural grade shingles, wood shakes, slate, or non-reflective metal in brown or-slate color.
- (f) Exposed foundations of concrete or masonry construction shall not have an exposed surface which exceeds a height of 8" above finished grade, unless approved by the Site Committee.

#### Section 4. Site Design.

- (a) No building or Structure shall be erected or permitted to remain on any Lot other than within the required setback.

- (b) Finish grading on all buildings shall assure drainage of surface water from the buildings and avoid concentrating runoff onto adjacent properties. For a distance of ten feet a minimum fall of one and one-half inches in ten feet shall be provided at the perimeter of all buildings which have impervious surfaces and three inches in ten feet for pervious surfaces.
- (c) It is the intent of this Declaration of Covenants, Conditions and Restrictions, in the construction of all improvements within the Property, that care be exercised to keep all disturbance of the natural landscape to an absolute minimum, and within twelve (12) months after the construction or removal of any such improvement, the landscape on the unimproved part of the Property disturbed or destroyed during construction shall be restored by the planting of grasses, trees and shrubbery of appropriate character and type. Moreover, when a residence is constructed on a Lot, the Owner of the Lot shall improve the natural aesthetics of that Lot by planting a least twelve (12) trees, a minimum of six (6) feet tall, those trees being any combination of aspen, pine, spruce and cottonwood of the kind native to the Jackson Hole area or other indigenous trees approved by the site committee and consistent with the Wyoming Game and Fish Department listing of acceptable plant varieties, all in accordance with a "landscape plan" submitted to and approved by the Site Committee. Grass lawns shall be permitted; if a grass lawn is desired and grown, it shall not exceed seventy-five (75) to one hundred (100) feet in any direction from either the main dwelling or any guest house in order to maintain as far as possible the natural appearance of the Property.
- (d) Fencing shall comply with the following requirements:
- (1) 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 fences shall be within the building envelope:
    - (i) Privacy fences shall be permitted immediately adjacent and contiguous to Structures, provided that the construction and location shall have been approved by the Site Committee;
    - (ii) Fences around tennis courts or swimming pools are permitted provided that the size and construction type shall have been approved by the Site Committee;
    - (iii) A dog run shall be permitted provided that the size, construction and location shall have been approved by the Site Committee; and
    - (iv) Horse corrals and horse fences shall be permitted on Lots 1 through 14 and the O'Neill Property provided that the size, construction and location shall have been approved by the Site Committee on a reasonable basis and provided that they are within the building envelope.

All fences shall meet applicable Wyoming Game and Fish Department standards for the purpose and type of fence proposed.

- (e) Exterior lighting fixtures shall not cause glare to any adjacent Lot.
- (f) Utilities shall be installed underground. No satellite dish shall be installed on any Structure so that it is visible from any other Lot.
- (g) All plant life, except those in specific confined gardens or planters, must be approved by the Site Committee. Plants outside of such confined areas must conform to indigenous natural varieties and must not be of an undesirable spreading nature, must conform to the Wyoming Game and Fish Department list of approved plant species and must be planted in irregular or staggered natural spacing.

### **ARTICLE III - USES AND RESTRICTIONS**

Section 1. General Restrictions. The following general restrictions shall apply to all land:

- (a) No building, Structure, sign, fence, refinishing or improvement of any kind shall be erected, placed or permitted to remain on any Structure, Lot or tract, and no excavation or other work which in any way alters any Lot from its natural or improved state existing on the date such Lot was first conveyed in fee by Declarants to an Owner shall be erected, placed, done or permitted to remain on any Structure, Lot or tract until the plans, specifications and exterior material samples and color selections therefor and landscape plan have been approved in writing and a building permit has been issued by the Site Committee. Plans for buildings for the refinishing or improvement of the same shall include scaled floor plans, exterior elevations indicating height, a list of exterior materials, a site plan and landscape plan. Plans and elevations shall clearly show all external features and materials for all Structures. They shall show garages, porches, decks, stoops, chimneys, vents, doors and windows, trim and special architectural features. Site plans shall show the elevations of finished floors and existing and finished grades, existing trees or shrubs, and shall show the entire site and the location of all rights-of-way, easements, buildings, decks, driveways, parking areas, fences and utilities. The landscape plan shall show tree and shrubs, plantings, lawn areas, areas to be irrigated, berming, and other features. Specifications shall describe all exterior finishes.
- (b) A reasonable sum not to exceed TWO HUNDRED DOLLARS (\$200.00) for each residential Lot shall be established by the Site Committee and shall be submitted, along with the proposed building, landscape, site or alteration plans to the Site Committee to cover the expenses of reviewing said plans.
- (c) Two copies of any proposed plans and related data shall be furnished to the Site Committee, one of which may be retained by the Site Committee for its records. Any approval given by the Site Committee shall not constitute a warranty, express or implied, of

compliance with any applicable building or safety codes or for any other purposes other than the authority for the person submitting the plan to commence construction.

Section 2. Residential Area; Uses; Restrictions.

- (a) Each residential Lot shall be used exclusively for residential purposes, and no more than one family (including its servants and transient guests) shall occupy such residence; provided, however, that nothing in this subparagraph (a) shall be deemed to prevent:
- (1) Construction of guest houses in accordance with these Covenants.
  - (2) Any artist, artisan or craftsman from pursuing his artistic calling upon the Lot or dwelling unit owned by such artisan if such artist, artisan or craftsman also used such Lot or dwelling unit for residential purposes, is self-employed and has no employees working on such Lot or in such dwelling unit, and does not advertise any product or work or art for sale to the public upon such Lot or dwelling unit.
  - (3) The leasing of any Lot from time to time by the Owner thereof, subject, however, to all of the restrictions as may be reasonably adopted from time to time by the Association.
- (b) Each residential Lot, and any and all improvements from time to time located thereon, shall be maintained by the Owner thereof in good condition and repair, and in such manner as not to create a fire hazard, all at such Owner's sole cost and expense.
- (c) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of their Lots. In determining whether there has been a violation of this paragraph recognition must be given to the premise that Owners, by virtue of their interest and participation in Bar-B-Bar Meadows at Jackson Hole are entitled to the reasonable enjoyment of the natural benefits and surroundings of Bar-B-Bar Meadows at Jackson Hole. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Lots and improvements located thereon, shall be placed or used upon any Lot.
- (d) Except as otherwise provided in this paragraph, no domestic animals or fowl shall be maintained on any Lot other than not more than two dogs and/or two cats or other generally recognized house or yard pets. Dogs shall at all times be restrained or leashed and dogs and other allowed pets shall be subject to the provisions of subparagraphs (a) and (c) above, and subject to such limitations as may from time to time be set forth in the Bylaws of the Association, which may reduce the allowable number, restrict the type of pet, or require that such pets be confined indoors. If any animals 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 one hundred dollars (\$100.00) plus all costs of impoundment. If any such animal or animals are caught or identified chasing or harassing wildlife, livestock or people a second occasion, the Board shall have the authority to have such animal or animals impounded or destroyed, the determination of disposition being the sole discretion of the Board. In the event that such animal or animals are not destroyed, the Board shall assess a penalty of not more than two hundred fifty dollars (\$250.00) per animal, plus costs of impoundment. No Owner of any animal or animals impounded or destroyed for chasing or harassing livestock, wildlife or people shall have a right or cause of action against the Board or any member thereof, for the impoundment or destruction of any such animal or animals. In addition to the foregoing, horses may be kept on Lots 1 through 14 only with the prior consent and upon terms and conditions approved in writing by the Site Committee.

- (e) No signs whatsoever, including but without limitation, commercial, political and similar signs, visible from neighboring Property, shall be erected or maintained upon any Lot, except:
  - (1) Such signs as may be required by legal proceedings.
  - (2) Standardized residential identification signs of a combined total face area of three (3) square feet or less for each residence, and signs used in connection with facilities of a directory, informational or instructional nature.
  - (3) During the time of construction of any residence or other improvement, job identification signs having a maximum face area of six (6) square feet per sign and of the type usually employed by contractors, subcontractors and tradesmen.
  - (4) Not more than one "for sale" or "for rent" sign having a maximum face area of three (3) square feet, provided that if at the time of any such desired use the Association is providing such signs for the use of Owners such signs shall be used.
  - (5) Such residential identification signs to be placed in Common Areas associated with each living unit area, as the homeowners within that area determine appropriate and feasible.
- (f) No house trailer, mobile home, tent, teepee or similar facility or Structure shall be kept, placed or maintained upon any Lot at any time; provided, however, that the provisions of this subparagraph shall not apply to temporary construction shelters maintained during, and used exclusively in connection with, the construction of any work or improvement permitted by these covenants. No person shall reside in or live in such temporary construction shelters or facilities unless application is made therefor and approved by the Site Committee.

- (g) No basement or Structure on any tract may be used for dwelling purposes until after its area, as defined by the foundation, has been completely enclosed according to the approved plan and building permit and it has been substantially completed and sanitary facilities and utilities permanently installed. No tent, shack or other such building or structure erected on a tract shall at any time be used as a residence, temporarily or permanently.
- (h) No trailer of any kind, truck camper which has been removed from the truck or boat shall be kept, placed or maintained upon any Lot in such a manner that such trailer, truck camper or boat is visible from neighboring Property, unless the same is approved as a temporary construction facility as provided above.
- (i) No accessory Structures, buildings, garages or sheds shall be constructed, placed or maintained upon any Lot prior to the construction of the main Structure of the residence; provided, however, that the provisions of this subparagraph shall not apply to temporary construction shelters used exclusively in connection with the construction of the main Structure or to the guest house, which guest house may be constructed in advance of the primary residence and occupied for no more than two (2) years prior to completion of the primary residence.
- (j) All garbage and trash shall be placed and kept in covered containers which shall be maintained so as not to be visible from neighboring Property. The collection and disposal of garbage and trash shall be in strict compliance with such rules as may be adopted by the Association, which may provide for common collection points. The maintenance of accumulated waste plant materials is prohibited. The cost of garbage and trash collection shall be paid by each Owner, in accordance with the billing of the collector.
- (k) Outside clothes lines or other outside clothes drying or airing facilities shall be prohibited unless screened from view of all adjacent properties.
- (l) There shall be no exterior fires whatsoever except barbecue fires contained within receptacles therefor and such fires as may from time to time be permitted by the Association rules. The burning of trash, organic matter, or miscellaneous debris shall be prohibited whether in the open or in trash burning receptacles, except where approved and authorized by the Association rules.
- (m) The Board shall have full power and authority to regulate the parking and storage of cars and any and all motor homes, recreational vehicles, boats, bicycles, motorbikes, motorcycles, trailers and other similar vehicles and equipment, and to regulate the use of roadways by imposing and enforcing speed limits and other restrictions, all with full power and authority to impose and enforce (by special assessments hereunder or otherwise) fines and other penalties for violations of such regulations.
- (n) Each residential building constructed on Lots 1 through 39 shall be connected to its own individual private water supply system and such system shall conform to

all applicable standards of the State of Wyoming, Teton County or any other regulatory agency.

- (o) No private domestic water well shall be drilled or placed on Lots 40 through 82. Each residential building constructed on Lots 40 through 82 shall be required to connect to the central or community water supply system governed, maintained and operated by the Owners Association.
- (p) Each residential building shall be connected to an individual 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 on a reasonable basis during construction.
- (q) The Common Roads on the Property shall be private roads at all times for the benefit of each Lot Owner and their guests and invitees, and each Lot Owner shall be responsible for a portion of the snow removal and maintenance costs for said roads in accordance with these covenants. No parking of any kind will be allowed within the road rights-of-way.
- (r) 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 Board.
- (s) Lot Owners shall take all actions necessary to control noxious weeds as defined by the Teton County Weed and Pest Control Board and/or the Board. Because the timing for effective control of noxious weeds is very critical, if a Lot Owner fails to respond immediately to a written request for weed control from the Site Committee, the Board shall have the right to contract for such control services and the company so contracted shall have the right to enter upon any such Lot to treat noxious weeds without any liability for trespass. In the event that the Board provides for noxious weed treatment as described herein, the Owner of a Lot treated for noxious weed control shall pay all costs incurred by the Board.
- (t) No snowmobile, motorcycle, or any other similar device shall be operated on any Lot including Common Area Lots for recreational purposes. Snowmobiles, motorcycles 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.
- (u) It is recognized by the Declarants and the purchasers - or Owner of any Lot within the Property, that many wildlife species live on or migrate through the Property during various times of year. The following limitations on use and Development are intended, in addition to all other requirements of these Covenants, to protect, preserve and maintain the existing wildlife habitat on the Property and to minimize the adverse effects of Development on wildlife habitat:

- (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.
  - (4) The Owner of every Lot, as well as guests and invitees, shall comply with all state and federal laws prohibiting the harassment, injury or killing of any wildlife species on the Property comprising the Subdivision to which these Covenants are applicable.
  - (5) No elk or other big game animals shall be fed hay or any other food on the Property in order to prevent migrating animals from interrupting their migration to winter feeding grounds and to prevent such animals from becoming habituated to unnatural food sources. In addition, all new planting of shrubs and trees shall be limited to those species which are not unduly palatable to browsing animal species. The Site Committee will provide a list in consultation with the Wyoming Game & Fish Department of species of trees and shrubs which may be unduly palatable to browsing animals.
  - (6) Introduction into the wild of any non-native animal species which might compete with or harm native species and result in their decline is prohibited. This includes domestic waterfowl in common or private aquatic areas because they have been proven to be very aggressive towards native waterfowl species.
- (v) No Owner shall fail or neglect to provide ongoing exterior maintenance for all improvements, Structures or landscaping. In providing such exterior maintenance, the Owner shall utilize color and landscaping schemes that are harmonious with the surrounding area and consistent with general concepts for desirable residential Developments. In the event any Owner shall fail or neglect to provide such exterior maintenance, the Association shall notify such Owner in writing specifying the failure and demanding that it be remedied within Thirty (30) days. If the Owner shall fail or refuse to provide such exterior maintenance within the thirty day period, the Association may then enter such Lot and provide required maintenance at the expense of the Owner. The full amount of the cost thereof shall be due and payable within Thirty (30) days after the Owner is billed therefor. Such entry on the tract by the Association shall not be deemed a trespass.
- (w) (1) Irrigation ditches are located on the Property. The irrigation ditches are identified on the Plat of the Property. It is essential to keep these and all

other 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 Site Committee can take necessary control actions. No pesticides or other noxious or dangerous chemicals shall be put into or allowed to enter irrigation ditches or waterways.

(2) In order to provide for the orderly use of the water and maintenance of ditches and appurtenant facilities, the Chairman of the Board (or, in his/her absence, any member of the Board) shall act as a Water Steward. The Water Steward shall work with the Lot Owners concerning their use of the water and act as spokesman for the Lot Owners in dealing with other landowners outside of the Property, concerning the "use" of the water flowing through the Price Lucas or Enterprise Ditches and any "disputes" either between Lot Owners or between Lot Owners and other landowners outside of the Property involving the quantity of water being used, diversion methods or any other matter relating to the use of the water shall be resolved by the Water Steward as he/she deems to be in the best interest of all parties, provided any decision shall be consistent with state law, if relevant. All Lot Owners eligible to use the water from the Price Lucas or Enterprise Ditches shall be responsible for paying their proportionate share of the costs of maintaining the respective Ditches and appurtenant facilities, within and outside of the Property. The Water Steward shall determine from time to time, in conjunction with other water users, the amount necessary to maintain and/or repair the Ditches and appurtenant facilities. The proportionate amount due from each Lot Owner shall be billed to the Lot Owner along with other common service charges for the subdivision.

#### **ARTICLE IV - ADDITIONAL COVENANTS/Common Area**

Section 1. Use of Common Area Lots. No individual Property Owner shall have the right to occupy or possess any of the Common Area designated as Lots 83 and 84 by reason of owning a Lot in Bar-B-Bar Meadows. Each of the Owners is granted the use of the Common Area for recreational purposes only, subject to rules and regulations from time to time adopted by the Board of Directors of the Association and also subject to the provisions, covenants and conditions set forth in the "Declaration of Wildlife Migration Corridor" which, in the event of conflict between the prohibitions and restrictions contained therein and those set forth in this "Declaration of Covenants, Conditions and Restrictions of Bar-B-Bar Meadows Subdivision," the restrictions and prohibitions contained in said "Declaration of Wildlife Corridor" shall govern. No use may be made of the Common Area which will interfere with the migration of elk or any other

animal through or along the Common Area Lots. Human entry will be kept to a minimum in the months of October and November and when elk are present. No construction will be permitted in the corridor in these months.

Section 2. Special Use (Lot 83). Lot 83, while designated as Common Area, may be utilized by the Owners Association for the purpose of providing utilities and other services to Lots within the Subdivision, including the location thereon of common water wells and appurtenant Structures and the right to grant easements to utility companies for carrying out the purposes of these Covenants. This Lot shall at all times be maintained in a clean, neat and orderly condition with appropriate landscaping and screening so as to prevent any Structures or utilities placed thereon from being a nuisance or "eye sore."

#### **ARTICLE V - SITE COMMITTEE**

Section 1. Site Committee; Organization. There shall be a Site Committee organized as follows:

- (a) The Site Committee shall consist of the Board of Directors of the Association for their respective terms of office unless and until the Board of Directors shall establish a Separate Site Committee

Section 2. Initial Site Committee. The members of the initial Site Committee shall be Max C. Chapman, Jr., Katharine M. Chapman and Ted Wirth.

Section 3. Site Committee; Duties. It shall be the duty of the Site Committee to consider and act upon such proposals or plans submitted to it from time to time, to adopt Site Committee rules pursuant to Section 5 of this Article, and to perform such other duties from time to time delegated to it by the Bar-B-Bar Meadows Covenants.

Section 4. Site Committee; Meetings; Action; Expenses. The Site Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of any two (2) members shall constitute an act by the Site Committee unless the unanimous decision of its members is otherwise required by the Bar-B-Bar Meadows Covenants. The Site Committee shall keep and maintain a record of all action from time to time taken by the Site Committee at such meetings or otherwise. Unless authorized by the Association, the members of the Site Committee shall not receive any compensation for services rendered. All members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any Site Committee function.

Section 5. Site Committee Rules. The Site Committee may, from time to time, and in its sole discretion, adopt, amend and repeal by unanimous vote, rules and regulations, to be known as "Site Committee Rules". A copy of the Site Committee rules, as they may from time to time be adopted, amended or repealed, certified by any member of the Site Committee, shall be available for each Lot Owner requesting the same from any member of the Site Committee, and shall have the same force and effect as if they were a part of the Bar-B-Bar Meadows Covenants. The Site Committee may record the same if deemed necessary.

Section 6. Non-Waiver. The approval by the Site Committee of any plans, drawings or specifications for any work done or proposed, or in connection with any other matter requiring the approval of the Site Committee under the Bar-B-Bar Meadows Covenants, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification or matter whenever subsequently or additionally submitted for approval.

Section 7. Estoppel Certificate. Within thirty (30) days after written demand therefor is delivered to the Site Committee by any Owner, and upon payment therewith to the Association of a reasonable fee from time to time to be fixed by the Association, the Site Committee shall record an estoppel certificate executed by any two (2) of its members, certifying with respect to any Lot of said Owner, that as of the date thereof either (a) all improvements or other work made or done upon or with said Lot by the Owner, or otherwise, comply with the Bar-B-Bar Meadows Covenants, or (b) such improvements and/or work do not comply, in which event the certificate shall also (1) identify the noncomplying improvements and/or work, and (2) set forth with particularity the cause or causes for such noncompliance. Any purchaser from the Owner, or mortgagee or other encumbrancer shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, Declarants and all Owners and such purchaser, mortgagee or other encumbrancer.

Section 8. Liability. Neither the Site Committee nor any member thereof shall be liable to the Association or to any Owner or project committee for any damage, loss or prejudice suffered or claimed on account of (a) the approval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the Development, or manner of Development, of any Property within Bar-B-Bar Meadows, or (d) the execution and filing of an estoppel

certificate pursuant to Section 7 above, of this Article, whether or not the facts therein are correct; provided, however, that such member has, with the actual knowledge possessed by him, acted in good faith. Without in any way limiting the generality of the foregoing, the Site Committee, or any member thereof, may, but is not required to, consult with or hear the Association or any Owner with respect to any plans, drawings or specifications, or any other proposal submitted to the Site Committee.

**ARTICLE VI**  
**ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

Section 1. Association Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot which is subject to assessment.

Section 2. Voting Rights. The Association shall have one class of voting membership. The members shall be all Owners, including the Declarants for Lots owned by them, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

**ARTICLE VII**  
**STATUS OF OWNERS; BOARD OF DIRECTORS**

Section 1. Legal Status. The Owners do not constitute an association or entity of any kind, and the sole legal entity created hereunder is the Association. The name of the Association shall be the name in which contracts shall be entered into, title to Property shall be acquired, held, dealt in and disposed of, and bank accounts shall be opened. Suit shall be brought and defended by the Association, through the Board of Directors or officers thereof on behalf of and as agents for the Owners in the manner specified in this Declaration, the Articles of Incorporation, the Bylaws or by applicable law.

Section 2. Management of Association and Property. The management and maintenance of the Property and the business, Property and affairs of the Association shall be managed by a Board of Directors as provided in this Declaration and its articles and bylaws. All agreements and determinations with respect to the Property lawfully made or entered into by the Board of Directors shall be binding upon all of the Owners and their successors and assigns.

Section 3. Board of Directors of the Association. The Board of Directors (the "Board") 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 provided that for the initial Board one member shall be elected for one year and one member shall be elected for two 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.

Section 4. Authority and Duties. The duties and obligations of the Board and rules governing the conduct of the Association shall be as set forth in the Articles of Incorporation and the Bylaws of the Association as they may be amended from time to time.

Section 5. Water System Development, Maintenance and Operation. The Board of Directors is specifically authorized and required to develop and/or receive from the Declarant a community water system for Lot 40 through 82 and to adopt any and all rules and regulations which may be necessary for the operation, maintenance, repair and replacement of such system and to levy special assessments for such purposes as set forth in these Covenants.

Section 6. Limited Liability of Board of Directors, etc.. Members of the Board and their officers, assistant officers, agents and employees acting in good faith on behalf of the Association:

- (1) shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith;
- (2) shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such;
- (3) shall have no personal liability in tort to any Owner or any person or entity, except for their own willful misconduct or bad faith;
- (4) shall have no personal liability arising out of the use, misuse or condition of the Property which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

**-ARTICLE VIII**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed,

is deemed to have consented to be subject to these covenants and agrees to pay to the Association:

- (1) Annual assessments or charges;
- (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and
- (3) Special assessments for community water system operation, maintenance, repair and replacement for those Lots connect to such system (Lots 40 through 82).

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. The Board may adopt procedures for the filing of Liens for delinquent assessments and policies and procedures for the foreclosure of such Liens. 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 Property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property and for the improvement and maintenance of the Common Roads and Common Area, Elk Migration Corridor Landscaping, Water System, if any, Association employees' wages, mailing costs and other related expenses incurred on behalf of the Association. Water system assessments, if any, shall be limited to those Lots benefited by such system and such assessment shall be differentiated in each billing.

Section 3. Budget. The Board shall prepare an annual budget estimate for Common Services and administration of the Association and fix the amount of the Annual Assessment based upon its estimate. Such annual budget shall be prepared and approved by the Board at least thirty (30) days in advance of each Annual Assessment period.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of roadways, (or water system if applicable) provided that any such assessment shall have the assent of one-half (1/2) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Special assessment related to a Community Water System, if any, shall be assessed and voted on by only those Lots and members served by such a system.

Section 5. Water Meters. The Board of Directors, upon approval of one-half (1/2) of the members voting, with the vote being restricted to those Lots and members served by the community water system, shall be authorized to install water meters for the purpose of basing assessments for water system operation, maintenance, repair and replacement on actual usage, with the cost of such installation of water meters to be born by each individual Lot Owner.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate based on acreage for all Lots and may be collected on a monthly basis. Lots upon which no residence or other improvements (excluding fences) have been constructed shall not be assessed for, or required to pay, any regular assessments, such as snowplowing and grading, until commencement of construction of a residence or other improvements.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots subject to assessment on the first day of the month following the commencement of construction of a residence or other improvements. The first annual assessment thereafter shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an

officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 9. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Road or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage or purchase contract. Sale or transfer of any Lot shall not affect the assessment lien.

#### **ARTICLE IX - GENERAL PROVISIONS**

Section 1. Lot Splitting; Consolidation; Subdivision.

- (a) Two or more contiguous Lots within Bar-B-Bar Ranch Estates at Jackson Hole may be combined, provided notice of intention to consolidate such Lots is filed with the Site Committee and all legal requirements for partial plat vacation are met. Such consolidated Lots may thereafter be treated as one building site, and such site may be subjected to these restrictions the same as a single Lot except for the purpose of levying and collecting assessments.
- (b) No residential Lot within Bar-B-Bar Meadows shall be split, divided or subdivided with the exception of the single Lot split for each of the 35 acre O'Neill tracts.
- (c) In those cases where an Owner has combined two or more Lots, but constructed only one single family residence, that Owner shall be authorized to construct a guest house or guest houses not to exceed one (1) such guest house or houses for each Lot upon which no primary residence is built. Such guest houses shall meet all requirements and standards for primary residences, with the exception of minimum floor area.

Section 2. Fence Easement and Setback - Lands Adjacent to Western Boundary. The Declarant reserves unto itself, and its successors and assigns, a perpetual, alienable and releasable easement and right on and over the westerly Property line of the Property described in Exhibit "A" hereto for the purpose of erecting and maintaining a standard ranch fence. Such fence shall remain the Property of the Declarant and shall not be changed or altered by any other Owner. No access through the fence shall be permitted.

Section 3. Owner's Easement of Enjoyment. Every Owner shall have the right and easement of enjoyment in and to the Common Area and Common Roads which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to provide reasonable restrictions on the use of the Common Area for the overall benefit of its members, including limitations on the number of guests permitted to use the Common Area, restrictions to facilitate Elk migration and restrictions or prohibitions on the use of motorized vehicles.

Section 4. Annexation of Additional Property. In furtherance of a phased Development of Bar-B-Bar Meadows planned unit Development and in accordance with the approval of the Final Master Plan for Bar-B-Bar Meadows planned unit Development, Declarant reserves unto itself the right to add additional Property within the PUD approved Master Plan Area to these Covenants and subject such Property to these Covenants at such time as Declarant in Declarant's sole discretion shall deem appropriate.

Section 5. Assignment of Powers. Any and all of the rights and powers vested in Declarants pursuant to the Bar-B-Bar Meadows Covenants may be delegated, transferred, assigned, conveyed or released by Declarant to the Association, and the Association shall accept the same, effective upon the recording by the Declarant of a notice of such delegation, transfer, assignment, conveyance or release.

Section 6. Notices; Documents; Delivery. Any notice or other document permitted or required by the Bar-B-Bar Meadows Covenants to be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows: If to the Association or to the Site Committee at P. O. Box 431, Moose, Wyoming 83012; if to an Owner, then at any Lot within Bar-B-Bar Meadows owned by the Owner; if to Declarant, at P. O. Box 431, Moose, Wyoming 83012; provided, however, that any such address may be changed from time to time by an Owner, by the Site Committee, or by Declarants by notice in writing, delivered to Association member.

## ARTICLE X ENFORCEMENT, DURATION AND AMENDMENT

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in

equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. 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.

Section 2. Duration of Restrictions. All of the covenants, conditions and restrictions set forth in these covenants shall continue and remain in full force and effect at all times against said Property and the Owners thereof, subject to the right of amendment or modification provided for in this Article, for a term of twenty (20) years, after which time they shall be automatically extended for successive periods of twenty (20) years.

Section 3. Amendment. This declaration may be amended during the first twenty (20) year period by an instrument signed by Owners owning not less than seventy-five percent (75%) in area of the Property subject to those covenants, which instrument must be recorded in the Office of the County Clerk of Teton County, Wyoming. The foregoing notwithstanding, the Declarant shall have the right, during such time as it owns not less than thirty-five percent (35%) of the total area subject to these Covenants, to change or modify these covenants, and all Lots within Bar-B-Bar Meadows excluding only those previously sold which do not join in such changes shall be subject to the changes. Provided, however, that an amendment of any provision of the covenants applicable to that portion of the Property described on Exhibit "B" (O'Neill Tracts) will not be effective unless joined in by the record Owner. All such amendments shall be duly executed by the Declarant and placed of record in the Office of the County Clerk of Teton County, Wyoming. Anything hereinabove to the contrary notwithstanding, the amendment of Article II, Sections 3(b), 4(c), 4(d) and 4(e) and Article III, Section 2(d), (s), (t), (u) and (w), Article IV, Section 1 and Article X, Sections 3 and 7, shall require that the approval of the Teton County Board of County Commissioners.

Section 4. Violation Constitutes Nuisance. Every act or omission, whereby any restriction, condition or covenant in this Declaration set forth, if violated in whole or in part, is declared to be and shall constitute a nuisance and may be abated by Declarants or their successors in interest and/or by any Lot Owner; and such remedies shall be deemed cumulative and not exclusive.

Section 5. Construction and Validity of Restrictions. All of said covenants, conditions and restrictions contained in this Declaration shall be construed together, but if it shall at any

time be held that any one of said conditions, covenants of reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant or reservation, or any part thereof, shall be thereby affected or impaired; and the Declarants, grantor and grantee, their heirs, successors and assigns, shall be bound by each Article, Section, subsection, paragraph, sentence, clause and phrase of this Declaration irrespective of the fact that any Article, section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason becomes unenforceable.

Section 6. No Waiver. The failure of the Board or its agents to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Board or its agent of the payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Board.

Section 7. Variances. The design committee may allow reasonable variances and adjustments of the foregoing covenants, conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the covenants contained herein. Any variances from the provisions of Article II, Sections 3(b), 4(c), 4(d) and 4(e) and Article III, Section 2(d), (s), (t), (u) and (w), Article IV, Section 1 and Article X, Sections 3 and 7, shall also require the approval of the Board of County Commissioners of Teton County, Wyoming. Any variances or adjustments of these conditions, covenants and restrictions granted by the design committee, or any acquiescence or failure to enforce any violation of the conditions and restrictions herein, shall not be deemed to be a waiver of any of the conditions and restrictions in any other instance.

DATED this 4<sup>TH</sup> day of December, 1992.

BAR-B-BAR CORPORATION, a Delaware Corporation

THIS DOCUMENT WAS RECORDED  
WITHOUT A CORPORATE SEAL.  
TETON COUNTY CLERK'S OFFICE

BY: Max C. Chapman, Jr.  
Max C. Chapman, Jr., President



**DESCRIPTION OF  
BAR-B-BAR MEADOWS**

**TO WIT:**

A parcel of land being the N $\frac{1}{2}$  of Section 27 and parts of the E $\frac{1}{2}$  of Section 21, the W $\frac{1}{2}$ W $\frac{1}{2}$  of Section 22 and the N $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 28, T42N, R116W, 6th P.M., Teton County, Wyoming being part of that tract described in that Warranty Deed of record in the Office of the Clerk of Teton County, Wyoming in Book 242 of Photo on pages 32-36;

said parcel is more particularly described as follows:

**BEGINNING** at the one-quarter corner common to said Section 27 and Section 26 of said Township and Range, being the southeast corner of said tract;

thence along the boundary of said tract as follows:

proceeding along the south line of the NE $\frac{1}{4}$  of said Section 27, S89°50'21"W, 2663.85 feet to the center one-quarter corner of said Section 27;

thence along the south line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 27, S89°51'37"W, 1330.65 feet to the center west one-sixteenth corner of said Section 27;

thence along the south line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 27, continuing S89°51'37"W, 1330.65 feet to the one-quarter corner common to said Sections 27 and 28;

thence along the line common to said Sections 27 and 28, N01°17'12"W, 1331.72 feet to the north one-sixteenth corner common to said Sections 27 and 28;

thence along the south line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 28, S89°57'58"W, 1329.97 feet to the northeast one-sixteenth corner of said Section 28;

thence along the south line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 28, S89°51'13"W, 903.91 feet to a corner of said tract;

thence departing the boundary of said tract and proceeding northerly through the following courses and distances;

thence N19°14'43"E, 264.61 feet;

thence N10°57'09"W, 471.38 feet;

thence N16°08'33"E, 335.35 feet;

thence N13°48'26"E, 256.17 feet;

thence N29°03'37"E, 286.77 feet;

thence N17°16'54"E, 384.48 feet;

thence N11°05'36"E, 172.87 feet to the intersection with the south line of Parcel No. 1 as described in that instrument of record in said Office in Book 244 of Photo on pages 362-366;

thence along the south lines of said Parcel No. 1 and Parcel No. 2, also described in said instrument of record in Book 244 of Photo on pages 362-366, N89°43'09"E, 1939.81 feet to the southeast corner of said Parcel No. 2;

thence along the east line of said Parcel No. 2 as follows:

thence N01°35'46"E, 615.00 feet;

thence N06°45'17"E, 538.95 feet;

thence N08°39'33"W, 515.77 feet to the northeast corner of said Parcel No. 2;

thence departing said east line and proceeding along the north lines of said Parcels No. 1 and No. 2, S89°43'09"W, 1627.14 feet to the northwest corner of said Parcel No. 1;

thence N00°51'58"W, 70.42 feet;

thence N37°21'54"E, 130.03 feet;

thence N36°17'51"E, 237.38 feet;

thence N19°00'16"E, 82.76 feet;

thence N05°17'23"W, 150.40 feet;

thence N26°36'04"E, 225.59 feet;

thence N08°02'42"E, 194.29 feet;

thence N14°04'49"E, 180.04 feet;

thence N33°12'10"E, 118.39 feet;

thence N17°39'05"E, 215.60 feet;

thence N12°53'17"E, 110.83 feet to the intersection with that boundary line described in that Agreement for Establishment of Boundary of record in said Office in Book 262 of Photo on pages 664-678;

thence along said boundary line N89°31'22"E, 2169.47 feet to the intersection with the east line of the SW¼NW¼ of said Section 22;

thence along the east line, S00°46'42"E, 1326.16 feet to the center-west one-sixteenth corner of said Section 22;

thence along the east line of the NW¼SW¼ of said Section 22, S00°46'06"E, 1330.39 feet to the southwest one-sixteenth corner of said Section 22;

thence along the east line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 22 continuing S00°46'06"E, 1330.75 feet to the west one-sixteenth corner common to said Sections 22 and 27;

thence along the north line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 27, N89°50'49"E, 1331.16 feet to the one-quarter corner common to said Sections 22 and 27;

thence along the north line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 27, N89°59'43"E, 1330.93 feet to the east one-sixteenth corner common to said Sections 22 and 27;

thence along the north line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 27 continuing N89°59'43"E, 1330.79 feet to the corner common to said Sections 22, 26 and 27 and Section 23 of said Township and Range;

thence along the line common to said Sections 26 and 27, coincident with the centerline of the Spring Gulch County Road No. 22-4, S01°17'56"E, 2656.62 feet to the **CORNER OF BEGINNING**;

said parcel **ENCOMPASSING** an area of 575.85 acres, more or less;

the **BASE BEARING** for this description is S01°17'56"E along the east line of the NE $\frac{1}{4}$  of said Section 27, T42N, R116W, 6th P.M., Teton County, Wyoming;

**SUBJECT TO** any easements, rights-of-way, covenants, conditions, restrictions, encumbrances, or agreements of sight and or record.



John J. Warren  
Wyoming Professional Land Surveyor No. 4530

December 7, 1992  
Project No. 91031.01

WP51\DES\9103-B-.DEC