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**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE BAR BC RANCH**

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

Grantor: HILLWOOD BAR BC CATTLE\*  
Grantee: THE PUBLIC  
Doc 0671326 bk 619 pg 987-996 Filed at 3:57 on 03/10/06  
Sherry L Daigle, Teton County Clerk fees: 35.00  
By ANN SCHROEDER Deputy

Upon recording, please return to:

**Hawks & Associates, L.C.  
Christopher Hawks, P.C.  
199 East Pearl Avenue, Suite 102  
Post Office Box 4430  
Jackson, Wyoming 83001**

**Supplemental Declaration of  
Covenants, Conditions and Restrictions  
for  
The Bar BC Ranch**

This SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE BAR BC RANCH ("Supplemental Declaration") is made this 3<sup>rd</sup> day of March, 2006, by HILLWOOD BAR BC CATTLE COMPANY, a Wyoming corporation, ("Hillwood Cattle"), HILLWOOD BAR BC LAND COMPANY, a Wyoming corporation, ("Hillwood Land"), Hillwood Bar BC, LLC a Wyoming limited liability company, (the "Founder") and THE BAR BC RANCH HOMEOWNERS ASSOCIATION, a Wyoming non-profit corporation (the "Association")

**RECITALS**

WHEREAS, the Founder is the owner of a pedestrian access easement defined and created in Special Warranty Deeds (the "Deeds") recorded in the Office of the Teton County Clerk on October 8, 2004 in Book 567 of Photo at Pages 118 to 129 and Book 130 of Photo at Pages 130 to 141, respectively (the "Reserved Easements"), which Reserved Easements burden the Pedestrian Access Easement Area as described in the Deeds for the benefit of the Founder and its assigns; and

WHEREAS, the Founder desires by the recording of this instrument to make a partial assignment of its rights in the Reserved Easements as authorized in the Deeds for the purposes of creating and establishing in and to the owner of the real property described in Exhibit "A" (the "Meadow Property"), a non-exclusive easement in the Pedestrian Access Easement Area (the "Meadow Property Pedestrian Easement"), subject to the terms hereof; and

WHEREAS, Section 11.8 of the Declaration (defined below), authorizes the Founder to record this Supplemental Declaration; and

WHEREAS, the Association desires that this Supplemental Declaration be recorded for purposes of memorializing its rights under the Meadow Property Pedestrian Easement; and

WHEREAS, Hillwood Land, Hillwood Cattle, the Founder and the Association are the owners of all rights and obligations concerning the Reserved Easements and all real property burdened and benefited by the Reserved Easements and by executing this Supplemental Declaration each party is expressly consenting to the terms hereof; and

NOW THEREFORE, in exchange for Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Hillwood Land, Hillwood Cattle, the Association and the Founder hereby agree as follows:

**PART ONE**

**1.1 Purpose and Intent.** It is the sole intent of the Founder and the Association, by the recording of this Supplemental Declaration, to subject the Meadow Property to the Declaration of Covenants, Conditions and Restrictions for The Bar BC Ranch recorded in the Office of the Teton County Clerk on the 8<sup>th</sup> day of October, 2004, as Document No. 0634969 in Book 566 of Photo at Pages 1073 to 1188 (the "Declaration") for the limited purpose of creating the rights and associated obligations as more particularly described herein. By subjecting the Meadow Property to the Declaration, Founder and Association do not intend to burden the Meadow Property with any provisions of the Declaration except to the extent expressly set forth herein.

**1.2 Binding Effect.** Hillwood Land, Hillwood Cattle, the Founder and the Association intend that the Properties (as defined in the Declaration and as more particularly described in the attached Exhibit "B") and the Meadow Property shall be owned, conveyed and used subject to all of the provisions of this Supplemental Declaration, which shall run with the title to such properties. This Supplemental Declaration shall be binding upon all Persons having any right, title, or interest in any portion of the Properties or the Meadow Property and their respective heirs, successors, successors-in-title and assigns. Except as modified hereby, all terms and conditions of the Declaration shall remain in full force and effect against the Properties. NOTWITHSTANDING THE FOREGOING OR ANY OTHER PROVISION OF THE DECLARATION OR THIS SUPPLEMENTAL DECLARATION, THE MEADOW PROPERTY IS SUBJECT TO THE DECLARATION ONLY TO THE EXTENT SET FORTH IN THIS SUPPLEMENTAL DECLARATION.

**1.3 Defined Terms.** Capitalized terms used herein that are not defined in this Supplemental Declaration shall have the same meanings as set forth in the Declaration. As used herein, "Meadow Owner" shall mean all persons having any right, title or interest in any portion of the Meadow Property, their heirs, successors and successors-in-title. "Use Fee" shall mean the sum of \$1,000 per year, which sum shall be adjusted every 5 years to reflect annual CPI increases. "CPI" means the Consumer Price Index (all items) for all urban consumers (with a base 1982 – 1984 = 100) for the West Region as published by the United States Department of Labor, Bureau of Labor Statistics.

## PART TWO

### SUPPLEMENT TO ALLOW ADDITIONAL LAND OWNER USE OF PEDESTRIAN TRAIL EASEMENT

**2.1 Recreational Easement.** The Meadow Owner shall have the same rights and obligations as an Owner with respect to the use of the recreational easement described in Section 11.8 of the Declaration, which rights shall include the right to access such recreational easement in the same manner as the Owners. The Meadow Owner shall have no other rights or obligations under the Declaration. Commencing on the date of issuance by Teton County of a certificate of completion of any single-family residence on any building envelope on the Meadow Property (in which event the Use Fee shall be pro rated for any partial year) and continuing on January 1 of each year thereafter, Meadow Owner shall pay the Association the Use Fee for each building envelope on which a single-family residence has been completed (Such fee shall not apply to a ranch manger's house located on the Meadow Property). In the event Meadow Owner fails to pay the Use Fee within thirty (30) days after receiving written notice from the Association, then the Use Fee will accrue interest at the rate of 18% per annum. In the event the Association files an action to collect amounts owing then the Association shall be entitled to recover from the Meadow Owner all of its costs and expenses, including reasonable attorney's fees. The Use Fee shall be a personal obligation of the Meadow Owner as described in Section 8.7 of the Declaration and unpaid Use Fees and all costs, fees and expenses accruing or assessed pursuant to this Section 2.1 shall constitute a lien against the Meadow Property. The lien shall attach and take effect upon recordation of a claim of lien in the office of the County Clerk of Teton County, Wyoming, by the party making the claim. The claim of lien shall include (i) the name of the lien claimant, (ii) a statement concerning the basis for the claim of lien, (iii) identification of the owner or reputed owner of the parcel against which the lien is claimed, (iv) a description of the parcel against which the lien is claimed, (v) a statement itemizing the amount thereof, and (vi) a statement that the lien is claimed pursuant to the provisions of this Supplemental Declaration, reciting the date, book and page of recordation hereof. The lien claimed shall attach from the date of recordation solely in the amount claimed thereby and may be enforced in any manner allowed by law, including, without limitation, suit in the nature of a suit to foreclose a mortgage or mechanics' lien under the laws of the State of Wyoming. The lien claimed shall be subordinate to any mortgage, deed of trust, lien or similar encumbrance affecting any part of the Meadow Property at the time the claim of lien is recorded in the office of the

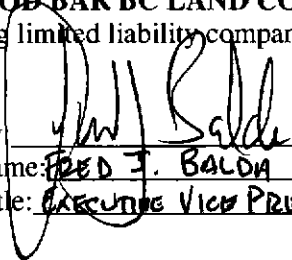
County Clerk of Teton County, Wyoming, whether or not the mortgage, deed of trust, lien or similar encumbrance affecting any part of the Meadow Property has been subordinated to this Supplemental Declaration.

**2.2** Effective on the recordation of this Supplemental Declaration, Founder and Association waive and release any and all future rights to further subject the Meadow Property to the Declaration.

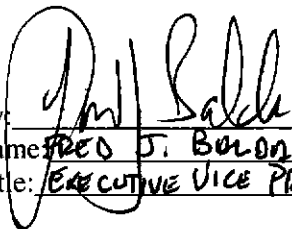
**2.3** Except as expressly amended by this Supplemental Declaration, the Declaration is and remains in full force and effect, unchanged. Meadow Owner shall not have a right to assign its rights under this Supplemental Declaration. This Supplemental Declaration may be executed in counterparts

IN WITNESS WHEREOF, the undersigned Founder and Association have executed this Supplement the date and year first written above.

**HILLWOOD BAR BC LAND COMPANY, LLC**  
a Wyoming limited liability company

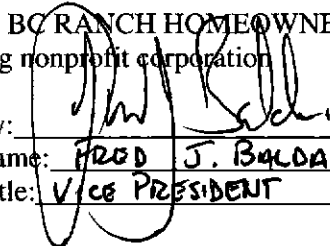
By:   
Name: FRED J. BALDA  
Title: EXECUTIVE VICE PRESIDENT

**HILLWOOD BAR BC CATTLE COMPANY, LLC**  
a Wyoming limited liability company

By:   
Name: FRED J. BALDA  
Title: EXECUTIVE VICE PRESIDENT

**ASSOCIATION:**

**THE BAR BC RANCH HOMEOWNERS ASSOCIATION,**  
a Wyoming nonprofit corporation

By:   
Name: FRED J. BALDA  
Title: VICE PRESIDENT

**FOUNDER:**

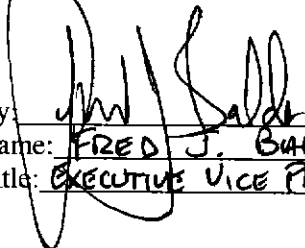
HILLWOOD BAR BC, LLC,  
a Wyoming limited liability company

By HGI GP, LLC,  
a Texas limited liability company,  
its managing member

By: HGI Group, L.P.,  
a Texas limited partnership,  
its sole member

By: Hillwood Associates, L.P.,  
a Texas limited partnership,  
its general partner

By: Hillwood Development Company, LLC,  
a Texas limited liability company,  
its general partner

By:   
Name: FRED J. BALDA  
Title: EXECUTIVE VICE PRESIDENT

(ACKNOWLEDGMENTS ON FOLLOWING PAGE)

STATE OF Texas )  
 )ss  
COUNTY OF Dallas )

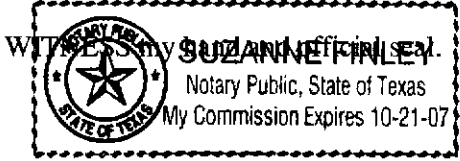
On this 3<sup>rd</sup> day of March, 2006 before me personally appeared Fred J. Balda, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on this instrument, the entities upon behalf of which the person acted executed this instrument.



Suzanne Finley  
Notary Public  
My commission expires: 10-21-07

STATE OF Texas )  
 )ss  
COUNTY OF Dallas )

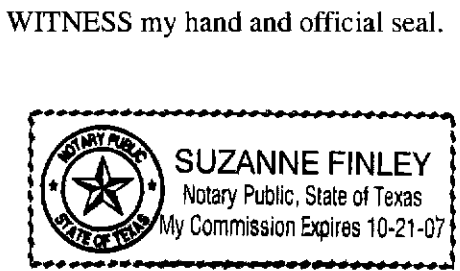
On this 3<sup>rd</sup> day of March, 2006 before me personally appeared Fred J. Balda, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on this instrument, the entities upon behalf of which the person acted executed this instrument.



Suzanne Finley  
Notary Public  
My commission expires:

STATE OF Texas )  
 )ss  
COUNTY OF Dallas )

On this 3<sup>rd</sup> day of March, 2006 before me personally appeared Fred J. Balda, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on this instrument, the entities upon behalf of which the person acted executed this instrument.



Suzanne Finley  
Notary Public  
My commission expires:

STATE OF Texas )

COUNTY OF Dallas )  
 )ss

On this 3<sup>d</sup> day of March, 2006, before me personally appeared Fred J. Balda, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on this instrument, the entities upon behalf of which the person acted executed this instrument.

WITNESS my hand and official seal.

Suzanne Finley  
Notary Public  
My commission expires:



EXHIBIT A

{See Attached Land Description}

**=EXHIBIT A=  
DESCRIPTION OF 507 ACRE PARCEL  
LOCATED WITHIN SECTIONS 4 AND 9  
T41N, R116W, 6<sup>th</sup> P.M., TETON COUNTY, WYOMING**

**TO WIT:**

A parcel of land located within Sections 4 and 9, T41N, R116W, 6th P.M., Teton County, Wyoming; said parcel being a portion of that tract described as "BAR BC-THE MEADOW" in that Special Warranty Deed filed in the Office of the Clerk of Teton County, Wyoming in Book 573 of Photo, pages 766-773; said parcel being more particularly described as follows:

**BEGINNING** at the northeast corner of said Section 9, being a point on the boundary of said tract and monumented as described in a Corner Record filed in said Office;

thence along the boundary of said tract through the following courses and distances:

proceeding along the east line of the NE1/4NE1/4 of said Section 9, S 01°21'34" E, 1348.81 feet to the southeast corner of said NE1/4NE1/4, said corner being monumented as described in a Corner Record filed in said Office;

thence along the south line of said NE1/4NE1/4 and the south line of the NW1/4NE1/4 of said Section 9, S 89°55'02" W, 2678.13 feet to the southwest corner of said NW1/4NE1/4, said corner being monumented as described in a Corner Record filed in said Office;

thence along the south line of the NE1/4NW1/4 and a portion of the south line of the NW1/4NW1/4 of said Section 9, S 89°55'35" W, 2248.46 feet to a point;

thence N 06°15'53" W, 535.79 feet to a point;

thence N 06°29'24" E, 499.99 feet to a point;

thence N 38°52'16" E, 442.26 feet to a point;

thence N 27°31'50" E, 369.22 feet to a point;

thence N 07°46'10" E, 423.47 feet to a point;

thence N 34°56'59" W, 231.07 feet to a point;

thence N 47°51'10" W, 427.18 feet to a point;

each of the aforementioned points being monumented by a 5/8 inch diameter steel reinforcing bar with aluminum cap inscribed "PLS 3831";

thence departing said tract boundary, N 89°50'14" E, 590.19 feet to a point;  
thence N 07°38'26" E, 393.68 feet to a point on a non-tangent circular curve, from which  
the radius point bears N 26°24'35" W, 1040.00 feet;  
thence easterly, along the arc of said curve, through a central angle of 17°12'00", 312.21  
feet to a point;  
thence N 46°23'25" E, 287.62 feet to the point of beginning of a circular curve, concave to  
the south, with a radius of 560.00 feet;  
thence easterly, along the arc of said curve, through a central angle of 37°21'44", 365.17  
feet to a point;  
thence N 83°45'09" E, 154.21 feet to a point;  
thence N 89°23'15" E, 316.08 feet to the point of beginning of a circular curve, concave to  
the north, with a radius of 290.00 feet;  
thence easterly, along the arc of said curve, through a central angle of 49°42'27", 251.59  
feet to a point;  
thence N 39°40'48" E, 410.46 feet to the point of beginning of a circular curve, concave to  
the southeast, with a radius of 359.98 feet;  
thence northeasterly, along the arc of said curve, through a central angle of 13°12'12", 82.95  
feet to a point;  
thence N 52°53'00" E, 255.26 feet to a point;  
thence N 24°50'29" E, 69.91 feet to the point of beginning of a circular curve, concave to  
the west, with a radius of 240.00 feet;  
thence northerly, along the arc of said curve, through a central angle of 63°16'53", 265.07  
feet to a point;  
thence N 38°26'24" W, 106.46 feet to the point of beginning of a circular curve, concave to  
the east, with a radius of 210.00 feet;  
thence northerly, along the arc of said curve, through a central angle of 57°41'34", 211.45  
feet to a point;  
thence N 19°15'10" E, 110.98 feet to the point of beginning of a circular curve, concave to

the west, with a radius of 290.00 feet;

thence northerly, along the arc of said curve, through a central angle of  $39^{\circ}55'07''$ , 202.05 feet to a point;

thence N  $20^{\circ}39'57''$  W, 340.89 feet to a point;

thence N  $29^{\circ}00'14''$  E, 245.52 feet to a point;

thence N  $64^{\circ}38'40''$  E, 600.79 feet to a point;

thence N  $40^{\circ}46'27''$  E, 472.46 feet to a point;

thence N  $61^{\circ}20'15''$  E, 641.16 feet to a point;

thence S  $64^{\circ}55'10''$  E, 614.24 feet to a point;

thence N  $54^{\circ}28'36''$  E, 249.57 feet to a point;

each of the aforementioned points not previously described herein being monumented by a  $5/8$  inch diameter steel reinforcing bar with aluminum cap inscribed "PLS 4530";

thence N  $88^{\circ}04'08''$  E, 19.97 feet to the unmonumented point of intersection with the east line of the NE $1/4$  of said Section 4, from which the northeast corner of said Section 4 bears N  $01^{\circ}55'52''$  W, 325.81 feet; said line being coincident with the boundary of said "**BAR BC-THE MEADOW**" tract;

thence along said east line and said boundary, S  $01^{\circ}55'52''$  E, 2358.03 feet to the southeast corner of said NE $1/4$ , said corner being monumented as described in a Corner Record filed in said Office,

thence along the east line of the SE $1/4$  of said Section 4, continuing along said boundary, S  $00^{\circ}14'01''$  W, 2697.92 feet to the **CORNER OF BEGINNING**;

**ENCOMPASSING** an area of 507.00 acres, more or less.

The Basis of Bearing being S  $00^{\circ}14'01''$  W along the east line of the SE $1/4$  of said Section 4.

Rendezvous Engineering, P.C.  
Project No. 04-003  
Revised February 9, 2006  
507-acre-Meadow\_Parcel\_2-09-06.DOC