

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

**INDIAN TRAILS ADDITION
TO THE TOWN OF JACKSON**

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 16 day of December, 1994, by Indian Trails Limited Partnership, a Wyoming limited partnership (hereinafter referred to as "Declarant"), the Owner or beneficial Owner of Lots 1 through 122 of Indian Trails Addition to the Town of Jackson, in accordance with the Plat filed for record in the office of the Clerk of Teton County, Wyoming, concurrently with this Declaration, in Book of Maps ^{page} 212 as Plat No. 330 (hereinafter referred to as the "Plat") and which, subject to the limitations in Section 1.13, below, shall hereinafter be referred to as the "Property." The Property is of high scenic and natural value, and Declarant is adopting the following Covenants, Conditions and Restrictions to preserve and to maintain the natural character and value of the Property for the benefit of all Owners of the Property or any part thereof. The provisions of this Declaration shall be subject to all conditions, restrictions, easements and encumbrances of record and such other limitations as may be recited in the Certificate of the Owner of the Plat.

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be owned, held, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following easements, restrictions, covenants and conditions, which are established for the purpose of protecting the value and desirability of and which shall run with the Property and be binding on all parties having or acquiring any legal or equitable interest in or title to the Property or any part thereof, their heirs, successors and assigns, including corporations and general or limited partnership interests and shall inure to the benefit of and be enforceable by every Owner of any part of the Property.

RELEASED	<input checked="" type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>

Grantor: INDIAN TRAILS LTD PARTNERSHIP
Grantee: THE PUBLIC
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By CLAIRE K ABRAMS Deputy

ARTICLE I
DEFINITIONS

Section 1.1. "Association" shall mean the INDIAN TRAILS HOMEOWNERS ASSOCIATION, INC., a Wyoming non-profit corporation, its success and assigns established to administer and to enforce the terms and conditions of this Declaration and who shall be the Owner of that area designated on the Plat as Common Area.

Section 1.2. "Board" shall mean the Board of Directors of the Association.

Section 1.3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Lot Owners, including the Common Area Lots 104, 121, 122 and Lot 120 if Lot 120 is not accepted by the Teton County Parks and Recreation Department, as depicted on the Plat.

Section 1.4. "Common Roads" shall mean Seneca Lane, Whitehouse Drive, Pawnee Lane, Lakaota Lane, Cherokee Lane, Arapahoe Lane and Trails End within the Property which provide access to the individual Lots and which have been dedicated to the Town of Jackson but shall exclude Tribal Trail Road.

Section 1.5. "Common Services" shall mean the services incurred by the Board for the maintenance and operation of the Property including, without limitation, maintenance, landscaping and repair of Common Area, and any other services deemed necessary by the Board.

Section 1.6. "Declarant" shall mean and refer to the Indian Trails Limited Partnership, a Wyoming limited partnership, its successors and assigns.

Section 1.7. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions.

Section 1.8. "Development" shall mean any alterations to the natural land surface and all buildings, structures, or other site site improvements on the Property.

Section 1.9. "Lot" shall mean and refer to any of the single family residential lots described and shown upon the Plat as Lots 1 through 112 and Lots 113 through 119 if

such Lots are used for single family residential purposes or as set forth in this Declaration, combined for church use.

Section 1.10. "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 1.11. "Plat" shall mean and refer to that certain plat map of the Property filed for record in the Town of Jackson, Teton County, Wyoming.

Section 1.12. "Principal Residence" shall mean the single family residential Structure, constructed on any Lot, and to which other authorized Structures on such Lot are accessory.

Section 1.13. "Property" shall mean and refer to Lots 1 through 112 and Lots 121 and 122, but shall specifically exclude Lots 113 through 120 if such Lots are used as a school site or park by the Teton County Parks and Recreation District of that certain real Property known as Indian Trails Addition to the Town of Jackson, in accordance with the Plat filed for record in the Office of the Clerk of Teton County, Wyoming, concurrently with this Declaration, and such additions hereto as may hereafter be brought within the jurisdiction of this Declaration by a vote of the Board.

Section 1.14. "DEW Committee" shall mean the committee as authorized and appointed in accordance with Article VI hereof.

Section 1.15. "Structure" shall mean anything built or placed on the ground, excluding ground level features such as pathways or low profile patios contiguous to homes.

Section 1.16. "Indian Trails" shall mean and refer to the subdivision or development known as Indian Trails Addition to the Town of Jackson.

ARTICLE II
PROPERTY RIGHTS

Section 2.1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area 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 charge reasonable assessments for the use and maintenance of the Common Area.

(b) The right of the Association, by and through the Board, to establish rules and regulations from time to time, including times of use and types of use for the use of the Common Area and to impose reasonable sanctions for violations of the rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility provided that an instrument authorizing such dedication or transfer is signed by the Declarant or by approval by written ballot by two-thirds (2/3rds) of the members of the Association authorizing the Board to act.

ARTICLE III
ASSOCIATION MEMBERSHIP AND VOTING

Section 3.1. 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.

Section 3.2. Voting. Voting by Members of the Association upon any matter allowing or requiring a vote of Members shall be as follows: Lot Owners shall be entitled to one (1) vote for each Lot owned by that member except for Lots combined for church use. In the event that certain Lots are combined for use by a church, the church Lot Owners shall be entitled to vote as follows: one (1) vote for combined Lots 34, 35 and 36; one (1) vote for combined Lots 59 and 60 and one (1) vote for combined Lots 61, 62 and 63. If an Owner includes more than one person and /or entity, the vote for said Member shall be cast in such manner as the persons and/or entities constituting the same shall

determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE IV
STATUS OF OWNERS: BOARD OF DIRECTORS

Section 4.1. 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, in and disposed of, bank accounts shall be opened and 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 charter, the bylaws or by applicable law.

Section 4.2. Management of Association and Property. The management and maintenance of the Common Area, business, 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 Common Area lawfully made or entered into by the Board of Directors shall be binding upon all of the Owners, their successors and assigns.

Section 4.3. Board of Directors of the Association. The Board of Directors (the "Board") of the Association shall consist of three (3) Owners, or such additional number as may be approved by the members in accordance with its Articles and Bylaws. The term of a member of the Board shall be three (3) years. The Board shall be elected by a majority vote of the members.

The Declarant reserves the right to appoint and remove all members of the Board and to exercise the powers and responsibilities otherwise assigned by the Declaration to the Association until December 31, 1997. Notwithstanding the foregoing, by express written declaration, Declarant shall have the option, at any time, to turn over to the Association, and its members, the total responsibility for electing and removing members for the Board.

Section 4.4. Authority and Duties. The duties and obligations of the Board and rules governing the conduct of the Association shall be set forth in the Articles of Incorporation and the Bylaws of the Association as they may be amended from time to time. The Board

may adopt reasonable rules and regulations from time to time to administer and enforce the Declaration and such other matters which may arise with respect to the Property.

Section 4.5. 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:

- (a) shall not be liable to the Owners as a result of their activities for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith;
- (b) 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;
- (c) shall have no personal liability in tort to any Owner or any person or entity, except for their own willful misconduct or bad faith; and
- (d) 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 official capacity.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 5.1. Creation of a Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to have consented to be subject to this Declaration and agrees to pay to the Association:

- (a) Annual assessments or charges; and
- (b) Special assessments for capital improvements, established and collected as provided hereinafter .

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. 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 became due and payable.

Section 5.2. 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 Area, including but not limited to landscape maintenance, Association employees' wages, mailing costs and other related expenses incurred on behalf of the Association or as determined appropriate by the Board of Directors.

Section 5.3 Budget. The Board shall prepare an annual budget and estimate for Common Services and administration of the Association and fix the amount of the Annual Assessment based upon such budget estimate. Such an annual budget shall be prepared and approved by the Board at least thirty (30) days in advance of each Annual Assessment period.

Section 5.4. Special Assessments for 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 a capital improvement upon the Common Area, including fixtures and personal Property related thereto, 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. However, Lots 1-33 alone shall be subject to special assessments as necessary for the maintenance, improvement, repair or replacement of the "French Drain" underlying Lots 1, 2, 3 and 4 as set forth on the Plat.

Section 5.5. Notice and Quorum for Action Authorized Under Section 5.4. Written notice of any meeting called for the purpose of taking action authorized under Section 5.4 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 or 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 5.6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or other regular basis determined by the Board. Lots combined for use by a church shall be subject to a total assessment rate based on the total number of Lots combined. Lots owned by the Declarant shall not be assessed or required to pay assessments until transferred by a deed or subject to a contract for deed.

Section 5.7. 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 conveyance of the first Lot. The first annual assessment for Lots purchased 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 payment dates shall be established by the Board of Directors. Upon the demand and payment of a reasonable charge, the Association shall furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 5.8. Effect of Nonpayment 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, and/or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot .

Section 5.9. Priority of the Lien to Mortgages. The lien of the assessments provided for herein shall be superior and prior to the lien of any first mortgage or purchase contract. Sale or transfer of any Lot shall not affect the assessment lien.

ARTICLE VI
DESIGN, ENVIRONMENT, AND WILDLIFE COMMITTEE
(DEW COMMITTEE)

Section 6.1. DEW Committee: Organization. There shall be a DEW Committee organized as follows:

(a) The DEW Committee shall be appointed by the Board of Directors of the Association. The DEW Committee shall consist of five (5) members who may also serve on the Board. The members of the DEW Committee are not required to be members of the Association.

Section 6.2. Initial DEW Committee. The initial DEW Committee members shall be Thomas Bordeaux, Gerald T. Halpin, Michael T. Halpin, Mark C. Lowham, and D. Kurt Stout.

Section 6.3. DEW Committee: Duties. It shall be the duty of the DEW Committee to consider and act upon such proposals for Development submitted to it from time to time, to adopt DEW Committee rules pursuant to Section 6.5 of this Article, and to perform such other duties from time to time delegated to it by the Board.

Section 6.4. DEW Committee: Meetings and Actions. The DEW Committee shall meet from time to time (in person, by telecommunications or other convenient method) as necessary to perform properly its duties hereunder. The vote or written consent of any three (3) members shall constitute an act by the DEW Committee. The DEW Committee shall keep and maintain a record of all actions from time to time taken by the DEW Committee at such meetings or otherwise. Unless authorized by the Association, the members of the DEW Committee shall not receive any compensation for services rendered.

Section 6.5. DEW Committee Rules. The DEW 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 "DEW Committee Rules." A copy of the DEW Committee rules, as they may from time to time be adopted, amended or repealed, certified by any member of the the DEW Committee, shall be available for each Lot Owner requesting the same from any

member of the DEW Committee, and shall have the same force and effect as if they were a part of the Declaration. The DEW Committee may record the same if deemed necessary by the Board.

Section 6.6 Approval Required by DEW Committee. Prior to the commencement of work and/or Development, an Owner must receive approval from the DEW Committee to insure that the Declaration and the design standards will be observed.

Section 6.7. Non-Waiver. The approval by the DEW 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 DEW Committee under the Declaration, 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 6.8. Estoppel Certificate. Within thirty (30) days after written demand therefor is delivered to the DEW Committee by any Owner, and upon payment therewith to the Association of a reasonable fee from time to time to be fixed by the Board, the DEW 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 Declaration, or (b) such improvements and/or work do not comply, in which event the certificate shall also (1) identify the non complying improvements and/or work, and (2) set forth with particularity the cause or causes for such noncompliance. Any purchaser from the Owner, 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, Declarant and all Owners and such purchaser, mortgagee or other encumbrancer.

Section 6.9 Liability. Neither the DEW Committee, nor any member thereof, shall be liable to the Association or to any Owner 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 Indian Trails or (d) the execution and filing of an estoppel certificate pursuant to Section 6.8 above, 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 DEW Committee, or any member thereof, may, but is not required to, consult with or hear the Board or any Owner with respect to any plans, drawings or specifications, or any other proposal submitted to the DEW Committee.

Section 6.10 Specific Guidelines: Construction. Prior to beginning any work or Development upon a Lot, the Owner shall provide the DEW Committee with plans and a written statement including the following:

(a) Five(5) complete sets of plans and specifications for any Lot improvement, construction, modification or alteration, including tree removal. The plans shall include a plot plan indicating the location of the building envelope and the location of the proposed development within the Lot building envelope. Sufficient evidence shall be included to demonstrate compliance with all the requirements of these Covenants, including Section VII, Design and Architectural Standards.

(b) "Limits of Development." Each contractor shall establish and maintain a boundary for every aspect of construction and Development, beyond which no construction shall take place.

(c) The contractor's field office shall be located within the "Limits of Development."

(d) Only one (1) construction site project sign may be used and it must be located within the "Limits of Development."

(e) Proper, temporary sanitary facilities for all construction personnel shall be provided.

(f) Parking for construction workers shall be provided within the "Limits of Development"; or, with the approval of the DEW Committee on the street adjacent to the Property.

(g) The Owner, through the contractor, shall be responsible for maintaining a reasonable level of construction noise. No "non-construction" noises (radios, etc.) shall be allowed without the continuing approval of the DEW Committee.

(h) The Owner, through the contractor, shall ensure that construction worker's pets are not brought to the construction site.

Approval by the DEW Committee of all information noted herein shall be mandatory prior to commencing construction on any Lot. The DEW Committee shall review the plans and specifications and shall determine within thirty (30) days of receipt thereof from the Owner whether the proposed use, modification, or development conforms with the requirements of this Declaration. If the DEW Committee fails to review and act upon the plans and specifications within thirty (30) days from submission thereof, the plans and specifications as submitted shall be deemed to have been approved.

ARTICLE VII DESIGN AND ARCHITECTURAL STANDARDS

Section 7.1. General Standards applicable to Lots. The following sections 7.2 through 7.5 are applicable to the construction, remodeling, alteration and exterior refinishing of any and all Structures, improvements, site preparation and Development upon each Lot. However, in the event two or more Lots are combined for use as church Lots, certain standards as specifically limited below shall not apply to the use and development on those Lots.

Section 7.2. Design Character.

(a) All Structures and improvements shall be of new construction. Pre-built, pre-fabricated, component, or modular construction shall be permitted only upon specific written approval of the DEW Committee.

(b) Exterior materials shall be new material except for architectural detailing which may utilize used materials.

(c) Exterior finishes shall be semi-transparent of 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 DEW Committee for approval.

Section 7.3. Building Design.

(a) Style and Quality. The architectural style will be appropriate to the western mountain environment, and will use the design elements that have been found successful in the construction of comfortable, durable dwellings in high alpine environments. Permanent, low maintenance materials will be required for all exteriors. Typical materials of choice for the exteriors will include stone, architectural concrete, log and natural-finish wood siding.

(b) Building Location. Building envelopes are indicated on the Plat for each Lot as set forth in attached Exhibit "A", hereto. All construction and improvements shall occur within such building envelope with the exception of driveways, landscaping and underground utilities. In the event that one or more Lots are combined for use by a church, the building envelope for those combined Lots shall apply.

(c) Building Code. All Structures shall conform to all applicable building codes and ordinances. Approval by the DEW Committee does not constitute or imply compliance with such codes and ordinances.

(d) Building Height. No building shall exceed twenty-eight (28) feet.

(e) Floor Space. There will be a minimum size of 1,100 square feet in the individual dwellings.

(f) Materials - Exterior Surfaces. Exterior surfaces will be generally of natural materials. Wood siding, fieldstone or river rock are obvious choices. Foundation walls will be finished via color and materials to blend with the upper walls of the dwelling.

(g) Color. The color of external materials will be generally subdued to blend with the colors of the natural landscape. Earth tones, generally muted, are recommended, although occasionally accent colors used judiciously and with restraint may be permitted.

(h) Roofs. Roofs will be of cedar shake, or other material approved by the DEW Committee. Roofs shall be of varying heights and articulation to create a sense of interest from above and below, creating a varying play of light, shadow with a minimum of reflectively.

(i) Site Grading and Drainage. Site grading may be required to varying degrees on the Lots. All cuts in excess of five (5) feet shall be retained by timber, stone, or concrete retaining walls and subject to final approval by the DEW Committee. Cuts less than five (5) feet may be sloped back at no greater than a 2:1 pitch, stabilized and re vegetated so that no erosion occurs. Site drainage and grading will be done with minimum disruption to the Lot and shall not drain to adjoining Lots, nor cause a condition that could lead to soil erosion on street embankments, easements, or any Property outside Indian Trails. Driveway culverts, if required, must be approved by the DEW Committee prior to installation by the Owner.

(j) Paved Areas. Hard-surfaced private driveways and parking areas shall be required, with a "chip/seal" surface preferred. Materials used to create special paving patterns are subject to DEW Committee approval.

(k) Foundation Walls. Foundation walls, where exposed, shall be finished in a color or materials to blend with the upper walls of the dwelling.

(l) Exterior Mechanical Equipment. All exterior mechanical equipment shall be either incorporated into the overall form of the dwelling or be permanently enclosed by a material approved by the DEW Committee.

(m) Garage Doors. Visual impact of garage doors should be minimized by such measures as, but not limited to, siting of the dwelling, protective overhangs and/or projections, covering of garage doors to match the house siding in materials, color, direction to which siding is applied, and landscaping.

(n) Fireplaces. Proximity of trees to fireplace flues should be carefully considered so that trees and branches are not subjected to excessive heat and so that fire hazards are not created. Spark arrestors shall be installed over all flues.

(o) Accessory Structures. Accessory Structures shall be architecturally compatible with the dwelling. Dog runs or enclosures for other pets must be architecturally compatible with the dwelling, subject to approval by the DEW Committee, along with all other restrictions set forth in Section 7.3.

7.4: Site Design.

(a) Building Location. Construction shall be limited to the designated building envelope and subject to the set-back requirements for each Lot as set forth in attached Exhibit A, except for driveways, landscaping and underground utilities. Building envelopes and set back requirements shall be adjusted according to Exhibit A for those sites combined for use by a church and be subject to approval by the DEW Committee as part of the Site Plan for combined church Lots.

(b) Driveways. Each individual Lot Owner shall provide a hard surface driveway, of preferably a "chip/seal" material, unless otherwise approved by the Site Committee. The minimum width of each driveway shall be ten (10) feet and the maximum width shall be twenty-four (24) feet. No driveway shall be constructed to allow any Lot direct access onto South Park County Road No. 22-1 or Tribal Trail Road.

(d) Parking: Garages. No on-street parking shall be allowed at Indian Trails unless the Owner receives a temporary use permit from the Board. The Owner shall be responsible for the on-site parking of two (2) cars within the building envelope. All residences shall provide an enclosed garage for a minimum of one (1) car. If those Lots designated above are combined for use as Church sites, those Lots shall be specifically exempted from this requirement and subject to the terms and conditions set forth in the approved combined Lot site plan approved by the DEW Committee and the conditions relating to parking structures set forth in paragraph 7.6, below.

(e) Fences. In order to preserve the natural and open appearance of Indian Trails, a fence may be permitted by the DEW Committee so long as it is designed to appear as a single element connected or visually related with the principle Structure and such fence does not exceed four feet (4'). All fences shall be within the building envelope and fences along Lot lines shall not be allowed.

(f) Lighting. Exterior lighting shall be downcast by design, subdued and incorporate a light source which is not visible from adjoining dwellings, roads, or off-premises

locations. In all cases, exterior lights shall be detailed in the final plan submitted for review to the DEW Committee and shall be subject to the prior approval of the DEW Committee at its sole discretion.

(g) House Numbers. Each Principal Residence may have a street number which is visible from an adjacent road, but does not exceed a total of two (2) square feet in overall size.

(h) Firewood Storage. Firewood intended as fuel in fireplaces or wood-burning stoves will be stored in closed Structures designed for that purpose, and incorporated inside or adjacent to the dwelling within the building envelope.

(i) Radio or Television Antennae and Satellite Dishes. External antennae and satellite dishes will be prohibited unless approved by the DEW Committee.

(j) Exterior Clothes Lines. Outside clothes-drying lines will be prohibited unless adequately screened.

(k) Air Conditioning Units. All such units must be adequately screened.

Section 7.5 Landscaping.

(a) General Character. Landscaping shall be considered an important element in every site plan. Plans for landscaping shall be incorporated into the site and construction plans submitted to the DEW Committee for review and approval. In every case, landscaping shall be completed no later than nine (9) months following completion of the residence on any Lot.

(b) Required Landscaping. Each Lot Owner shall plant the following number, size and type of trees on each Lot, which shall be planted by the Owner at the time of the completion of the residence on the Lot or sooner unless specifically exempted by the DEW Committee as part of their site plan approval :

<u>Aspen</u>		<u>Golden Willow</u>		<u>Spruce or Lodgepole Pine</u>	
<u>number</u>	<u>size</u>	<u>number</u>	<u>size</u>	<u>number</u>	<u>size</u>
2	2-2 1/2" min cal.	2	2 1/2" min cal	2	6'-8' tall
2	1 1/2-2"min. cal.	2	1 1/2"-2"min. cal	1	5'-6' tall
				1	3'-4' tall

(c) Plant List. A list of desirable and undesirable plants shall be supplied to the Owner. Under no circumstances will undesirable plants be planted by the Owner. A plant that does not exist on either list may be used only after review by the DEW Committee.

(d) Irrigation. The Owner is responsible for the installation and maintenance of an automatic drip irrigation system or other drip irrigation system which provides adequate water for the lot. Lawns must be watered by a sufficient turf-type system which maintains the lawn area.

(e) Snow Storage. Provision for snow storage must be made for on each Lot by the Owner.

(f) Property Maintenance. The landscapes on each Lot shall be maintained in a healthy and vigorous condition by each Owner. Required maintenance shall include, but not be limited to, necessary irrigation to control fire danger, weeds and other steps recommended by the Board to maintain the natural landscape of the Lot.

7.6 General Standards for Lots combined for Church Use. All standards and restrictions set forth in Sections 7.2 and 7.5, above, shall apply to Lots combined for church use unless specifically exempted. In addition, the following restrictions shall apply if such Lots are combined for use by a church.

(a) Time of Use. All activities on the Lots shall be limited to the hours of 6:00 a.m. to 10:00 p.m. Other periods of use shall be subject to approval by the Board of Directors of the Association.

(b) Parking Lots. All parking areas constructed on combined Lots shall be subject to DEW Committee approval of the area design and landscaping. In addition, all parking areas constructed on Lots 59, 60, 61, 62 and 63 shall be subject to the limitations set forth in paragraph 7.6(e), below.

(c) Floor Space. There will be a maximum size of 8,500 square feet for any church unless a larger size is approved by the DEW Committee as part of the church lot site plan review.

Any auxiliary buildings shall be no larger than 2,000 square feet unless approved by the DEW Committee.

(d) Site Plan. Prior to any construction on combined Lots for church use, the Owner of the Lots shall submit a complete site plan to the DEW Committee which includes all proposed structures planned for current construction and future construction. All development shall conform with the site plan submitted for the Lots.

(e) Set-Back Limits. Lots 59, 60, 61, 62 and 63 are subject to a 150 foot set-back as set forth on the Plat. Parking areas may be constructed up to 75 feet into the set-back area if appropriate landscaping is also provided by the Owner and approved by the DEW Committee. In no case shall the Owners of combined Lots 59 and 60 or combined Lots 61, 62 and 63 construct a parking area within the 150 foot set back which is larger than .5 acres total per combined church lots.

ARTICLE VIII **RESIDENTIAL AREA USE RESTRICTIONS**

Section 8.1. Each Lot, except those Lots which are combined for use by a church as labeled on the Plat, shall be used exclusively for residential purposes, and no more than one (1) family (including its household staff and transient guests) shall occupy each residence; provided, however, that nothing in this paragraph shall be deemed to prevent:

(a) Any artist, artisan, businessman, or craftsman from pursuing his artistic calling or business upon the Lot or dwelling unit, provided that such individual also uses 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 of art for sale to the public upon such Lot or dwelling unit;

(b) The leasing of any Lot from time to time by the Owner thereof, subject, however, to all of the restrictions as may be adopted from time to time by the Association; or

(c) The rental of the Principal Residence to groups for a period of 30 days or more to families, subject to such further restrictions, rules or regulations as may be approved by the Board.

Section 8.2. Each 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.

Section 8.3. 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, or in their enjoyment of Common Areas. 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.

Section 8.4. 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:

- (a) Such signs as may be required by legal proceedings.
- (b) Standardized residential identification signs of a combined total face area of two (2) square feet or less for each residence, and signs used in connection with facilities of a directory, informational or instructional nature.
- (c) Signs for those lots combined for use by churches which are approved by the DEW Committee as part of the church site plan.

Section 8.5. 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 Structure, work or improvement, subject to the prior consent of the DEW Committee. No person shall reside in or live in such temporary construction shelters or facilities unless application is made therefore and approved by the DEW Committee.

Section 8.6. No trailer of any kind, truck camper, boat or any other recreational vehicle shall be kept, placed or maintained within the building envelope of any Lot unless

currently licensed. In no case shall more than one (1) recreational vehicle currently licensed be maintained on any Lot.

Section 8.7. No accessory Structures, buildings, garages or sheds shall be constructed, placed or maintained upon any Lot prior to the construction of the residence; provided, however, that the provisions of this subparagraph shall not apply to temporary construction shelters.

Section 8.8. 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 Board. The maintenance of accumulated waste plant materials is prohibited except in an appropriate composting container approved by the DEW Committee.

Section 8.9. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles therefore 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.

Section 8.10. An Owner shall not permit designated parking spaces to be used for purposes other than to park vehicles. 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, trailers and other similar vehicles and equipment as noted in Section 8.6, above, 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.

Section 8.11. No outdoor toilets shall be permitted, except during construction.

Section 8.12. The Common Roads on the Property shall be a public streets and shall be maintained by the Town of Jackson.

Section 8.13. No mining or other mineral extraction or Development activities shall be permitted on any Lot, including the removal of gravel or topsoil.

Section 8.14. Lot Owners shall take all actions necessary to control noxious weeds as defined by the Teton County Weed and Pest Control Board, the Town of Jackson 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 DEW 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.

Section 8.15. Owners shall not obstruct Common Area Lots. Owners shall not place or store anything within the Common Areas.

Section 8.16. The discharge of firearms, firecrackers or fireworks is forbidden.

Section 8.17. No snowmobile, motorcycle, or other similar device shall be operated on any Lot for recreational purposes. Snowmobiles, motorcycles or similar vehicles may be used for temporary 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.

Section 8.18. It is recognized by the Declarant and the purchases or Owner of any Lot within the Property, that wildlife species 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 wildlife on the Property and to minimize the adverse effects of Development on wildlife.

(a) 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 necessary for the clearing and preparation of the building site for the purposes of constructing authorized Structures, roads, or landscaping plan thereon;

(b) 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 which shall be adjacent to the Principal Residence;

- (c) No hunting or shooting of guns shall be allowed on any Lot.

Section 8.19. There shall be no agricultural activities carried on any Lot including but not limited to the raising of livestock. This shall not prohibit personal gardens on any Lot.

ARTICLE IX
GENERAL PROVISIONS

Section 9.1: Consolidating Lots and Church Sites. Two (2) or more contiguous Lots within the Property may be combined, provided notice of intention to consolidate such Lots is filed with the DEW Committee and the Board approves the combination of the Lots. Upon the approval of the Board of such combination of Lots, such consolidated Lots may thereafter be treated as one (1) building site, and such site shall be subject to this Declaration as set forth. No Lot within the Property shall be split, divided or subdivided.

Section 9.2: Conveyance of Common Area; Reservation of Easements and Rights-of-Way; Reclassification of Land Area. Declarant shall transfer and convey to the Association and the Association shall accept, all of its right, title and interest to all of the real property designated as "Common Area" as identified on the attached Plat. Conveyance to the Association will occur after completion of said improvements. Such Common Area is subject to any or all of the following exceptions, liens, encumbrances and easements:

- (a) The lien of real property taxes and assessments not delinquent;
- (b) Such easements and rights-of-way on, over or under all or any part thereof as may be reserved to Declarant or granted to any Owner or participating facility for the use thereof in accordance with the provisions hereof;
- (c) Such easements and rights-of-way on, over, across or under all or any part thereof as are hereby reserved to Declarant or which may be granted by Declarant to or for the benefit of the United States of America, the State of Wyoming, or the Town of Jackson, any other political subdivision or public organization, or any utility corporation, any participating facility, any project, or any Lot, for the purpose of constructing, erecting, operating and maintaining utilities thereon, therein and thereunder, at that time or at any time in the future;

(d) The obligations imposed, directly or indirectly by virtue of any statute, law, ordinance, resolution or regulation of the United States of America, the State of Wyoming, Teton County, the Town of Jackson or any other political subdivision or public organization having jurisdiction over such Property, or by virtue of any organization or body politic created pursuant to any such statute, law, ordinance or regulation; and

(e) Any other lien, encumbrance or defect of title of any kind whatsoever which does not materially and actually prejudice the Owners and guests in their use and enjoyment of the Property.

Section 9.3 Assignment of Powers. Any and all of the rights and powers vested in Declarant pursuant hereto or otherwise 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 9.4. Condemnation on Common Area. If at any time, or from time to time, all or any portion of Common Area, or any interest therein, be taken for any public or quasi-public use, under any statute, by right of eminent domain or by private purchase in lieu of eminent domain, the entire award in condemnation shall be paid to the Association and deposited into either the operating fund or another

Section 9.5. Notices: Documents: Delivery. Any notice or other document permitted or required by the Declaration shall be delivered either personally or by registered mail. If delivery is made by registered mail, it should be deemed to have been delivered twenty-four (24) hours after a copy of the same has been deposited in the United States Mail, postage prepaid, addressed as follows:

If to the Association, the Board or DEW Committee:

Indian Trails Homeowners
Association, Inc.
P.O. Box 291
Jackson, WY 83001;

If to the Declarant:

Indian Trails Limited Partnership
P.O. Box 291
Jackson, WY 83001

provided, however, that any such address may be changed from time to time by the Association, Board, DEW Committee, or by Declarant by notice in writing to the Owners.

Section 9.6. General Maintenance; Association versus Owner Responsibility. The maintenance, alteration, replacement and/or repair of the Common Area Lots shall be the responsibility of the Association. The maintenance, repair and replacement of all improvements on each Lot, including without limitation private driveways, and private water lines, shall be the responsibility of the Owner of such Lot and not the Association, except as otherwise expressly set forth herein.

ARTICLE X
ENFORCEMENT,
DURATION AND AMENDMENT

Section 10.1. Enforcement. The Association, or any Owner, shall have the right to enforce, by an 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, 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 shall in no event be deemed a waiver of the right to do so thereafter.

Section 10.2. Duration of Restrictions. All of the covenants, conditions and restrictions set forth in the Declaration shall continue and remain in full force and effect at all times against the 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 it shall be automatically extended for successive periods of twenty (20) years.

Section 10.3. Amendment. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than two-thirds (2/3rds) of the Lot Owners, and thereafter by an instrument signed by not less than fifty percent (50%) of the Lot Owners, which instrument must be recorded in the Office of the County Clerk of Teton County, Wyoming. The Declarant or its assigns, shall have the right, during such time as it owns not less than twenty-five percent (25%) of the Lots, excluding Common Area Lots, to change or modify the Declaration, and all Lots within Indian Trails, including those previously sold shall be subject to such changes. Such amendments shall be duly executed by the Declarant and filed of record in the Office of the County Clerk of Teton County, Wyoming.

Section 10.4. Annexation. Additional residential property and Common Area may be annexed to the Property by Declarant at any time, provided only that all of such additional Property and Owners shall be subject to the Declaration.

Section 10.5. Violation Constitutes Nuisance. Every act or omission, whereby any restriction, condition or covenant in this Declaration, is violated in whole or in part, is declared to be and shall constitute a nuisance and may be abated by Declarant or its successors in interest and/or by any Lot Owner; and such remedies shall be deemed cumulative and not exclusive.

Section 10.6. 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 or 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 Declarant, grantor and grantee, their heirs, successors 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 10.7. No Waiver. The failure of the Association, the Board or its agents to insist, in one or more instances, upon the strict performance of any of these 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 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 10.8. Variances. The DEW 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, or to grant variances in regard to the requirements for the purpose of enhancing views, utilizing a Lot to better advantage, preventing the removal of trees, and enhancing the placement of improvements on the Lot, provided this may be done in conformity with the intent and purpose thereof, and also provided in every instance that such grants or adjustments shall not be materially detrimental or injurious to other property or improvements on the Property. Any variances or adjustments of these conditions, covenants and restrictions granted by the DEW 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 covenants, conditions and restrictions.

Dated this 14th day of December 1994.

Declarant:

Indian Trails Limited Partnership

By: Indian Trails, Inc., General Partner

G.T. Halpin

By: G. T. Halpin, President

Attest:

Deborah L. Lowham

It's Secretary

State of VIRGINIA)

)

County of FARFAX)

The foregoing instruments was acknowledged before me by G. T. Halpin and Deborah Lowham, President and Secretary, respectively of Indian Trails, Inc., a Wyoming corporation, this 14th day of December, 1994.

Witness my hand and official seal.

Elizabeth J. Sargent

My commission expires: March 31, 1998



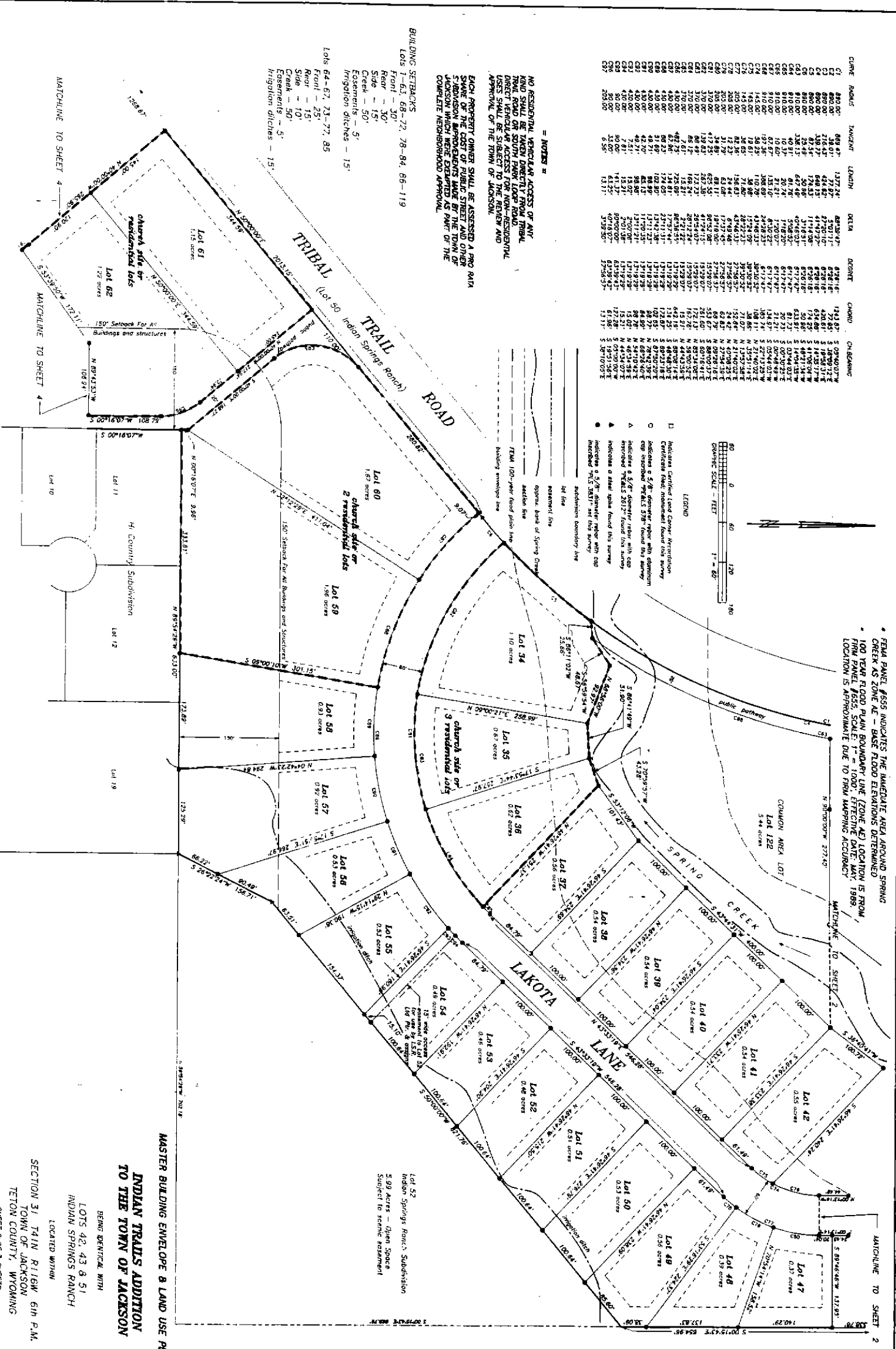
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C2	880.00	216.47	424.82	420.81	62.8718	5.1828317E	5.1828317E
C3	880.00	338.27	646.23	1149.22	62.8718	5.142317W	5.142317W
C4	880.00	338.27	646.23	1149.22	62.8718	5.142317W	5.142317W
C5	880.00	338.27	646.23	1149.22	62.8718	5.142317W	5.142317W
C6	880.00	338.27	646.23	1149.22	62.8718	5.142317W	5.142317W
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C9	880.00	338.27	646.23	1149.22	62.8718	5.142317W	5.142317W
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C11	880.00	338.27	646.23	1149.22	62.8718	5.142317W	5.142317W
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C23	880.00	338.27	646.23	1149.22	62.8718	5.142317W	5.142317W
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C27	880.00	338.27	646.23	1149.22	62.8718	5.142317W	5.142317W
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C30	880.00	338.27	646.23	1149.22	62.8718	5.142317W	5.142317W
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C32	880.00	338.27	646.23	1149.22	62.8718	5.142317W	5.142317W
C33	880.00	338.27	646.23	1149.22	62.8718	5.142317W	5.142317W
C34	880.00	338.27	646.23	1149.22	62.8718	5.142317W	5.142317W
C35	880.00	338.27	646.23	1149.22	62.8718	5.142317W	5.142317W
C36	880.00	338.27	646.23	1149.22	62.8718	5.142317W	5.142317W
C37	880.00	338.27	646.23	1149.22	62.8718	5.142317W	5.142317W
C38	880.00	338.27	646.23	1149.22	62.8718	5.142317W	5.142317W
C39	880.00	338.27	646.23	1149.22	62.8718	5.142317W	5.142317W
C40	880.00	338.27	646.23	1149.22	62.8718	5.142317W	5.142317W
C41	880.00	338.27	646.23	1149.22	62.8718	5.142317W	5.142317W
C42	880.00	338.27	646.23	1149.22	62.8718	5.142317W	5.142317W
C43	880.00	338.27	646.23	1149.22	62.8718	5.142317W	5.142317W
C44	880.00	338.27	646.23	1149.22	62.8718	5.142317W	5.142317W
C45	880.00	338.27	646.23	1149.22	62.8718	5.142317W	5.142317W
C46	880.00	338.27	646.23	1149.22	62.8718	5.142317W	5.142317W
C47	880.00	338.27	646.23	1149.22	62.8718	5.142317W	5.142317W
C48	880.00	338.27	646.23	1149.22	62.8718	5.142317W	5.142317W
C49	880.00	338.27	646.23	1149.22	62.8718	5.142317W	5.142317W
C50	880.00	338.27	646.23	1149.22	62.8718	5.142317W	5.142317W
C51	880.00	338.27	646.23	1149.22	62.8718	5.142317W	5.142317W
C52	880.00	338.27	646.23	1149.22	62.8718	5.142317W	5.142317W
C53	880.00	338.27	646.23	1149.22	62.8718	5.142317W	5.142317W

NO RESIDENTIAL VEHICULAR ACCESS OR ANY ROAD SHALL BE TAKEN DIRECTLY FROM TRIBAL TRAIL ROAD OR SOUTH PARK LOOP ROAD. DIRECT VEHICULAR ACCESS FOR NON-RESIDENTIAL USES SHALL BE SUBJECT TO THE REVIEW AND APPROVAL OF THE TOWN OF JACKSON.

EACH PROPERTY OWNER SHALL BE ASSIGNED A PRO RATA SHARE OF THE COST OF PUBLIC UTILITY AND FIRE DEPARTMENT IMPROVEMENTS MADE AS PART OF THE COMPLETE NEIGHBORHOOD APPROVAL.

BUILDING SETBACKS
 Lots 1-63, 68-72, 78-84, 86-119
 Front - 30'
 Rear - 30'
 Side - 15'
 Creek - 50'
 Easements - 5'
 Irrigation ditches - 15'

Lots 64-67, 73-77, 85
 Front - 25'
 Rear - 10'
 Side - 50'
 Easements - 5'
 Irrigation ditches - 15'



* FEMA PANEL #855 INDICATES THE IMMEDIATE AREA AROUND SPRING CREEK AS ZONE AE - BASE FLOOD ELEVATIONS DETERMINED FROM PANEL #855. SCALE: 1" = 1000'. EFFECTIVE DATE: MAY, 1988. LOCATION IS APPROXIMATE DUE TO FIRM MAPPING ACCURACY.

**MASTER BUILDING ENVELOPE & LAND USE PLAN
 INDIAN TRAILS ADDITION
 TO THE TOWN OF JACKSON**

BEING IDENTICAL WITH
 LOTS 42, 43 & 51
 INDIAN SPRINGS RANCH
 LOCATED WITHIN
 SECTION 31, T4N, R16W, 6th P.M.,
 TOWN OF JACKSON,
 TETON COUNTY, WYOMING
 SHEET 2 OF 3 SHEETS

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

**FIRST AMENDMENTS TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR INDIAN TRAILS ADDITION TO THE TOWN OF JACKSON**

These First Amendments are made by two-thirds (2/3) of the Lot Owners within Indian Trails Addition to the Town of Jackson ("Indian Trails").

WHEREAS, the Indian Trails Limited Partnership, a Wyoming limited partnership, the Owner or beneficial Owners of Lots 1 through 122, executed and recorded in the public records of Teton County, State of Wyoming, on December 16, 1994 in Book of Maps 212 of as Plat No. 330, a certain Declaration of Covenants, Conditions, and Restrictions for Indian Trails Addition to the Town of Jackson ("CC&R's");

WHEREAS, Article X, Section 10.3, Amendment, allows that during the first twenty (20) year period, Lot Owners may amend the CC&R's by a vote of not less than two-thirds (2/3) of the Lot Owners;

NOW THEREFORE, the Lot Owners of Indian Trails hereby declare that the CC&R's are hereby amended as provided below in the First Amendments and all that property that is a part of Indian Trails, which is recorded in the Office of the County Clerk of Teton County, State of Wyoming, and all future additional lands, shall be owned, sold, conveyed, encumbered, leased, used, occupied, and developed subject to the First Amendments provisions, covenants, conditions, and restrictions. The original CC&R's, the First Amendments, and all subsequent amendments shall run with the property and any lot thereof, and shall be binding on all parties having or acquiring any legal or equitable interest in or to the property, and shall inure to the benefit of all of the owners of the property or any part thereof. The First Amendments are as follows:

Grantor: INDIAN TRAILS HOMEOWNERS*
 Grantee: THE PUBLIC
 Doc 0615828 bk 540 pg 401-404 Filed at 2:16 on 02/04/04
 Sherry L Daigle, Teton County Clerk fees: 129.00
 By MARY D ANTROBUS Deputy

1. There is hereby created a new Section 5.4.1, to Article V to be inserted between Section 5.4 and Section 5.5 to read as follows:

Section 5.4.1 Effect of Non-Payment of Assessments; Lien Rights; Remedies of Association. Every Owner shall be deemed to covenant and agree to pay the assessments provided for in this Declaration, and further agrees to the enforcement of such

assessments in the manner, but only the manner provided for in this Declaration.

2. Article V, Section 5.8 is deleted in its entirety and replaced with the following:

Section 5.8 Effect of Nonpayment Assessments: Remedies of the Association: Any assessment which is 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 from the date of delinquency. The Board, its attorney or other authorized representative may, at its option, at any time after such thirty (30) day period, and in addition to any other remedies herein or by law or in equity provided, enforce the obligation to pay assessments in any manner provided by law or in equity, and without limiting the generality of the foregoing, by any or all of the following procedures:

(a) Enforcement by Suit. The Board may cause a suit at law to be commenced and maintained in the name of the Association against any Owner or Owners, or any of them, personally obligated to pay assessments for such delinquent assessments as to which they are personally obligated. Any judgment rendered in any such action shall include the amount of the delinquency, together with the interest thereon at the rate of fifteen percent (15%) per annum from and after the date of delinquency, late charges as provided for by this Declaration, court costs and reasonable attorney's fees in such amount as the Court may award. Suit to recover a money judgment for unpaid assessments shall be maintained by the Board, or its authorized agent, without foreclosing or waiving the lien hereinafter provided for.

(b) Enforcement of Lien. The Board may proceed to record, or cause to be recorded, a notice of assessment with respect to the lot as to which assessments are delinquent. Such notice of assessment shall be recorded in the office of the County Recorder of Teton County and shall set forth all assessments which have become delinquent as of the date of recordation thereof, together with all costs (including reasonable attorney's fees), and all late charges and interest accrued thereon. The notice of assessment shall also set forth a description of the lot with respect to which it is recorded and the name of the record Owner thereof. The notice of assessment shall be signed by any officer of the Association, or by any authorized representative of the Board. Immediately upon recordation of a notice of assessment pursuant to the provisions of this paragraph the amounts set forth in said notice of assessment shall be and become a lien upon the lot described in the notice of assessment, which lien shall also secure all other assessments which shall become a lien upon the lot described in the notice of assessment, which lien shall also secure all other assessments which shall become due and payable with respect to the lot as to which the notice of assessment was recorded following the date of recordation of the notice of assessment together with all costs (including reasonable attorney's fees), and all late charges and interest whether accruing thereon, or accruing on the delinquent assessments set forth in the notice of assessment. The lien so created may thereafter be enforced by sale of the lot as which the lien is created by the Board, its attorney, or other person authorized by the Board to make the sale, such person authorized by the Board to make the sale, such sale to be conducted in accordance with the applicable laws of the State of Wyoming applicable to the exercise of powers of sale in

mortgages and deeds of trust, or in any other manner which may be permitted by law. The Board, or its duly authorized representative, on behalf of the Association shall have the power to bid on and purchase the lot at foreclosure sale and hold, use, lease, encumber and convey the same.

(c) Curing of Default. Upon the timely payment or other satisfaction of all delinquent assessments set forth in the notice of assessment recorded in accordance and all other assessments which have become due and payable with respect to the lot as to which such notice of assessment was recorded following the date of such recordation, together with all costs (including reasonable attorney's fees and costs), and all late charges and interest which have accrued thereon, the Board shall cause to be recorded a further notice stating the satisfaction and release of the lien created by the notice of assessment. The notice of release and satisfaction of the lien created by the notice of assessment shall be executed by any officer of the Association or by any authorized representative of the Board.

(d) Additional Costs Secured by Lien. In the event the lien created is foreclosed judicially by action in court, reasonable attorney's fees and costs and court costs as the Court may award, title search fees, interest at the rate of ten percent (10%) per annum from the date of delinquency, late charges as provided for by this Declaration, and all other costs and expenses shall be allowed to the extent permitted by law.

(e) Notice of Creation of Assessment Lien. Notwithstanding anything contained in this Declaration, no action shall be brought to foreclose any lien created, pursuant to the recordation of a notice of assessment, whether judicially, by power of sale, or otherwise, less than ten (10) days after the date that a copy of the notice of assessment, showing the recording date thereon, is deposited in the United States mail, postage and fees prepaid, addressed to each of the Owners of lots as to which the notice of assessment relates at the address provided for by this Declaration for the giving of notice to an Owner.

3. Article X, Section 10.1 is deleted in its entirety and replaced with the following:

Section 10.1 Enforcement. The limitations and requirements for land use and development set forth in this Declaration shall be enforceable by the Board or by any owner of a lot within the property. 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 this Declaration. Any lot owner who uses or allows his or her lot to be used or developed in violation of this Declaration further agrees to pay all costs incurred by the Board or other lot owners in enforcing these covenants, including reasonable attorney's fees and costs. 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 or fine due to the Board from the owner of such property which is not paid within the time provided by this Declaration, as more specifically set forth in Section 5.8 of this Declaration.

4. All terms and conditions contained within the original covenants not in conflict herewith, are deemed to survive and be of full force and effect.

IN WITNESS WHEREOF, the First Amendments are executed this 4 day of February, 2004, by the President of Indian Trails Homeowners Association, Inc., who has on file in the office of the Association, signatures of not less than two-thirds (2/3) of the Owners consenting to the amendments contained herein.

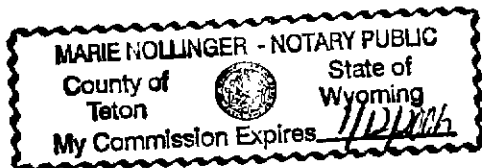
INDIAN TRAILS HOMEOWNERS ASSOCIATION, INC.,
A Wyoming non-profit corporation:

Richard C. Kussy
Richard C. Kussy, Chairman

STATE OF WYOMING)
)
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this 4 day of February 2004, by _____, Richard C. Kussy, Chairman, Indian Trails Homeowners Association, Inc., a Wyoming non-profit corporation.

WITNESS by hand and official seal.



Marie Nollinger
Notary Public
My Commission Expires:

**Second Amendments to Declarations, Conditions and Restrictions for
Indian Trails Addition to the Town of Jackson**

These Second Amendments to Declarations of Covenants, Conditions and Restrictions for Indian Trails Addition to the Town of Jackson ("Second Amendments") are made by two-thirds (2/3) of the Lot Owners within the Indian Trails Addition to the Town of Jackson ("Indian Trails").

WHEREAS, the Indian Trails Limited Partnership, a Wyoming limited partnership, the Owner or beneficial Owners of Lots 1 through 122, executed and recorded in the public records of Teton County, State of Wyoming, on December 16, 1994 in Book of Maps 212 as Plat No. 330, a certain Declaration of Covenants, Conditions, and Restrictions for Indian Trails Addition to the Town of Jackson ("CC&R's");

WHEREAS, a First Amendments to Declarations of Covenants, Conditions, and Restrictions of Indian Trails Addition to the Town of Jackson was duly approved by not less than two-thirds (2/3) of the Lot Owners and recorded in the public records of Teton County, Wyoming on February 4, 2005, as Document 0615828, at Book 540, pages 401-404 (the "First Amendments");

WHEREAS, Article X Section 10.3 of the CC&R's provides that during the first twenty (20) year period, the CC&R's may be amended by a vote of not less than two-thirds (2/3) of the Lot Owners;

NOW THEREFORE, the not less than 2/3 of the Lot Owners of Indian Trails hereby declare that the CC&R's and the First Amendments are hereby amended as provided below, and that all of Indian Trails, and all future additional lands, shall be owned, sold, conveyed, encumbered, leased, used, occupied, and developed subject to the provisions, covenants, conditions, and restrictions contained in the CC&R's, the First Amendments and these Second Amendments.

The CC&R's, the First Amendments, these Second Amendments, and all subsequent amendments shall be appurtenant to and run with the land, and shall be binding on all parties having or acquiring any legal or equitable interest in or to a part of Indian Trails, and shall inure to the benefit of all of the owners of part of Indian Trails or any part thereof.

RELEASED	<input type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>
ABSTRACTED	<input checked="" type="checkbox"/>
SCANNED	<input type="checkbox"/>

GRANTOR: INDIAN TRAILS HOMEOWNERS ASSOCIATION
GRANTEE: THE PUBLIC
Doc #759956 bk 740 pg 174-175 Filed At 15:09 ON 09/18/09
Sherry L. Daigle Teton County Clerk fees: 123.00
By Mary Smith Deputy

The Second Amendments are as follows:

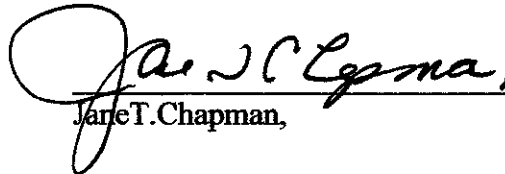
1. Article VII, Section 7.2(a) is deleted in its entirety and replaced with the following:

7.2(a) All structures shall be of on-site, new construction. The use of prefabricated, component, or modular construction is not permitted. All phases of construction must be inspected by a Town of Jackson building inspector

2. All terms and conditions contained within the CC&R's and the First Amendments not in conflict herewith are deemed to survive and be of full force and effect.

IN WITNESS WHEREOF, the Second Amendments are executed this 18 day of Sept, 2009 by the Secretary/Treasurer of Indian Trails Homeowners Association, Inc., who has on file in the office of the Association, signatures of not less than two-thirds (2/3) of the Owners consenting to the amendments contained herein

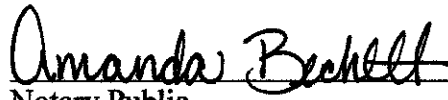
INDIAN TRIALS HOMEOWNERS ASSOCIATION
A Wyoming non-profit corporation:


Jane T. Chapman, Secretary/Treasurer

STATE OF WYOMING)
)
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this 18 day of Sept, 2009 by Jane T. Chapman, Secretary/Treasurer, Indian Trails Homeowners Association, Inc., a Wyoming non-profit corporation.

WITNESS by hand and official seal.


Notary Public
My Commission Expires 3.7.12

