

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF RIVA RIDGE TRACTS**

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 19 day of December, 1996, by Betty I. Lucas, as Personal Representative of the Estate of Phillips W. Lucas, deceased, Russell C. Lucas, James F. Lucas, Lynda E. Lucas and Leeann K. Lucas, hereinafter referred to collectively as "Declarant", the Owner or beneficial Owner of Tracts A through G, of Riva Ridge Tracts, in Teton County, Wyoming, all as more fully described on Exhibits "A" through "G" attached hereto and by this reference made a part hereof and which shall hereinafter be referred to as the "Property." The Property contains significant wildlife habitat and is of high scenic and natural value, and Declarant is adopting the following Covenants, Conditions and Restrictions to preserve and maintain the natural character and value of the Property for the benefit of all Owners of the Property or any part thereof.

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 Property and be binding on all parties having any right, title or interest in the 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 Riva Ridge 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 forth herein.

Section 3. "Common Roads" shall mean the private roadways within the Property which provide access to individual Tract lines.

Section 4. "Common Services" shall mean the roadway maintenance and snow removal services for the Common Roads and Shared Access Road, and utility line maintenance and repair services, if any, for utility lines located in the rights-of-way of such roads.

Grantor: LUCAS, BETTY I PERSONAL REP\*  
Grantee: THE PUBLIC  
Doc #431658 bk 329 pg 244-277 Filed at 4:01 on 12/28/96  
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By SHERRY LYNN DAIGLE Deputy

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Section 5. "Declarant" shall mean and refer to Betty I. Lucas, as Personal Representative of the Estate of Phillips W. Lucas, deceased, Russell C. Lucas, James F. Lucas, Lynda E. Lucas and Leeann K. Lucas.

Section 6. "Development" shall mean any alteration of the natural land surface, and all buildings, Structures or other site improvements on the Property.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Tract, 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 8. "Principal Residence" shall mean the single family residential Structure, constructed on any Tract of the Property, which is the principal use of such Tract, and to which other authorized Structures on such Tract are accessory.

Section 9. "Property" shall mean and refer to that certain real property known as Riva Ridge Tracts described on Exhibits "A" through "G" attached hereto and by this reference made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 10. "Shared Access Road" shall mean the private roadway known as the "Lucas Ranch Road" which provides access from the Spring Gulch County Road to the boundary lines of the Property.

Section 11. "Structure" shall mean anything built or placed on the ground, excluding fences.

Section 12. "Tract" shall mean and refer to any of the single family residential Tracts of land described on Exhibits "A" through "G" attached hereto.

## **ARTICLE II - PROPERTY RIGHTS**

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Roads which shall be appurtenant to and shall pass with the title to every Tract, subject to the following provisions:

(a) The right of the Association to charge reasonable assessments for the use and maintenance of the Common Roads as hereinafter set forth.

(b) The right of the Association to establish rules and regulations, including speed limits, for the use of the Common Roads and to impose reasonable sanctions for violations of published rules and regulations.

Section 2. Delegation of the Association of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the Common Roads and facilities to the

members of his family, his tenants or contract purchasers who reside on the Property.

**ARTICLE III**  
**ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

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

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

**ARTICLE IV**  
**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, 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 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, except that the terms of the members of the initial Board shall be one, two and three years. Thereafter, all members shall serve for a term of three (3) years. The Board shall be elected and may be removed by a majority vote of the members.

Until four (4) of the seven (7) Tracts have been sold and title transferred to Owners, 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. By express written declaration, Declarant shall have the option, at any time, to turn over to the Association the total responsibility for electing and removing members of the Board.

Section 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.

Section 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:

(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 V** **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Tract (with the exception of unsold Tracts retained by Declarant) 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; and

(2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

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 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, the Shared Access Road, and Common Driveway serving two residences, to include road maintenance and utility line maintenance, landscape maintenance, if any, Association employees' wages, mailing costs and other related expenses incurred on behalf of the Association.

Section 3. 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 a capital improvement including the Common Roads, Shared Access Road, and Common Driveways, 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.

Section 5. 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 five (5) 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 three (3). No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Tracts and may be collected on a monthly basis or such other basis as established by the Board. Tracts owned by the Declarant shall not be assessed or required to pay assessments until the earlier of sale by either a deed or contract, or two (2) years from the date of this Declaration.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Tracts subject to assessment on the first day of the month following the conveyance of the first Tract. The first annual assessment for Tracts 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 Tract 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 Tract have been paid.

Section 8. 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 Roads or abandonment of his Tract.

Section 9. 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 vendor's interest in an installment land contract. Sale or transfer of any Tract shall not affect the assessment lien.

## **ARTICLE VI - ARCHITECTURAL STANDARDS**

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.

Section 2. Initial Site Committee. The members of the initial Site Committee shall be Betty I. Lucas, David K. Larson, and Peter Peterson.

Section 3. Site Committee: Duties. It shall be the duty of the Site Committee to consider and act upon such proposals for 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 Association.

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 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 Tract 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 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 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 Tract of said Owner, that as of the date thereof either (a) all improvements or other work made or done upon or within said Tract by the Owner, or otherwise, comply with the Covenants, 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, 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 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 the Property, 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 VII - 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 Tract.

### Section 2. Design Character.

(a) All improvements shall be of new construction. Pre-built, component, or modular construction shall not be permitted.

(b) 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.

(c) 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 Tract. A guest house, barn, garage facilities and associated outbuildings, may be permitted if of similar design character to the Principal Residence.

(b) The maximum building height of any Structure shall not exceed 30 feet. 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, but not including solar collectors, shall be excluded in determining the maximum height.

(c) Roofs shall have a minimum pitch of four feet in twelve feet. All primary roofs shall have a minimum overhang of two feet. Solar collectors shall not be considered to be roofs.

(d) 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.

(e) Solar collectors may be of any construction, materials or pitch required for efficient operation, but they shall not be placed on any Structure in a manner which causes objectionable glare to any neighboring residence. Solar collectors shall be integrated into the Structure of a residence, garage, carport or accessory building and shall not be free-standing. Solar collectors shall be permitted only upon specific approval of the Site Committee.

### Section 4. Site Design.

(a) Building Envelope. In order to provide for the maximum privacy and in order to maintain views from the principal residences on each of the Tracts without buildings or other structures in the foreground, building envelopes are hereby established for each of the Tracts. Each of the Tracts comprising the Property contains a principal residence building site which has been approved by Teton County as being in conformance with the skylining and scenic resource overlay regulations of Teton County. These building sites have not been approved by Teton County for actual construction, however, each building site has been examined and an environmental assessment prepared and submitted to Teton County and the recommendations set forth in the environmental assessment must be followed in gaining specific approval of a building site from Teton County. The

designated building sites for each of the individual Tracts comprising the Property are as described on Exhibit "H" attached hereto and by this reference made a part hereof. Building envelopes for each of the Tracts, with the exception of Tract G, shall consist of a contiguous four-acre parcel of any shape or configuration determined by the Owner of each of the Tracts and which building envelope shall contain within it the designated building site. The building envelope for Tract G shall consist of a contiguous ten (10) acre parcel of any shape or configuration determined by the Owner of the Tract and which building envelope shall contain within it the designated building site. In configuring the building envelope for each Tract, the designated building site shall not be relocated without the approval of the Site Committee after compliance with all of the requirements set forth hereinafter for relocation of building envelopes. No structure of any kind, with the exception of allowable signs or entry markers, driveways and fences authorized by the Site Committee for enclosing horse pastures, shall be constructed outside of the building envelopes. The location of building envelopes shall be submitted with the site plan upon submission of building plans for approval for construction. No structure may be so constructed or placed within a building envelope so that it is visible from any principal residence site as designated on Exhibit "H", or from any principal residence site relocated pursuant to the provisions of these Covenants, Conditions and Restrictions. The Common Roads shall not be utilized to provide access to the site of any residence or other structure which is proposed for construction on any building site on property adjacent to the west of Tract G which structure would be visible from the designated building site for Tract G.

(b) Fencing shall comply with the following requirements:

(1) No boundary fences around the exterior Tract lines of any Tract, or around the perimeter of any building envelope shall be permitted, with the exception of boundary fences separating the Property from adjacent Owners which may be constructed by those adjacent Owners or by Tract Owners. The following are the only other fences permitted on any Tract:

(i) Privacy fences shall be permitted immediately adjacent and contiguous to Structures, provided that the construction and location shall have been approved by the Board;

(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 enclosures shall be permitted for the enclosure and maintenance of horses. Prior to the construction of any horse enclosures, the Owner of any Tract for which horse enclosures are proposed shall submit a grazing plan to the Site Committee setting forth the number of horses to be maintained and the steps to be taken which may include multiple enclosures to prevent over-grazing of any portion of the Tract. Corrals, being defined as horse enclosures in which no grazing is provided, shall be maintained only completely within the approved building envelope.

(v) All fences constructed outside of building envelopes shall comply with Wyoming Game and Fish Department fence type and construction recommendations in order to insure the minimum impediment to wildlife movements or migration.

(c) Exterior lighting fixtures shall not cause glare to any adjacent Tract.

(d) Utilities shall be installed underground. No antenna or satellite dish shall be installed on any Structure or otherwise so that it is visible from any other Tract and there shall be no visible roof antenna.

#### ARTICLE VIII

#### LAND CLASSIFICATIONS, USES AND RESTRICTIVE COVENANTS

Section 1. Land Classifications. All land within the Property has been classified into the following areas:

- (a) Residential; and
- (b) Common Roadways.

Section 2. General Restrictions. The following general restrictions shall apply to all land, regardless of classification:

(a) No building, Structure, sign, fence, refinishing or improvement of any kind shall be erected, placed or permitted to remain on any Structure or Tract, and no excavation or other work which in any way alters any Tract from its natural or improved state existing on the date such Tract was first conveyed in fee by Declarants to an Owner

shall be erected, placed, done or permitted to remain on any Structure or Tract until the plans, specifications and exterior material samples and color selections therefor have been approved in writing and a building permit has been issued by the Site Committee. Plans for buildings or for the refinishing or improvement of the same shall include scaled floor plans, exterior elevations indicating height, a list of exterior materials and a site 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 general areas of 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.

(b) The sum of One Hundred Dollars (\$100.00) for each residential Tract shall be submitted, along with the proposed building, site or alteration plans to the Site Committee to cover the expenses of reviewing said plans. Said amount may be increased from time to time by the Site Committee rules.

(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 3. Residential Area; Uses; Restrictions.

(a) Each residential Tract 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 Tract or dwelling unit owned by such artisan if such artist, artisan or craftsman also used such Tract or dwelling unit for residential purposes, is self-employed and has no employees working on such Tract or in such dwelling unit, and does not advertise any product or work or art

for sale to the public upon such Tract or dwelling unit;

(3) The leasing of any Tract 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.

(b) Each residential Tract, 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 Tract, 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 Tracts.

(d) Domestic animals or fowl may be maintained on any Tract, including generally recognized house or yard pets, 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. Pets shall be fed indoors or, if fed outdoors, shall be fed in a manner as not to become a wildlife attractor. 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 on 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 may assess a penalty of not more than Two Hundred Dollars (\$200.00) 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 any right of action against the Board or any member thereof, for the impoundment or destruction of any such animal or animals.

(e) Horses may be kept upon any Tract, provided that the boarding or keeping of transient horses may not occur

except within building envelopes, and further provided that all horses shall be veterinary certified to be free of communicable and dangerous equine diseases, ailments or conditions.

(f) No signs whatsoever, including but without limitation, commercial, political and similar signs, visible from neighboring Property, shall be erected or maintained upon any Tract, except:

(1) Constitutionally protected signs and 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; and

(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.

(g) No house trailer, mobile home, tent, teepee or similar facility or Structure shall be kept, placed or maintained upon any Tract at any time; provided, however, that the provisions of this subparagraph shall not apply to children's tents, tee-pees or play Structures, or 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, and no person shall reside in any trailer, R.V., tent or tee-pee, except for guests of the Owner of a permanent residence on the Tract for periods of two (2) weeks or less.

(h) All trailers, truck campers, R.V.s, boats or snowmachines shall be kept, placed or maintained inside Structures or in locations which are screened by fencing or

landscape plans from view from adjacent Properties and common roadways.

(i) No accessory Structures, buildings, garages or sheds shall be constructed, placed or maintained upon any Tract 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, to a barn for which construction may commence contemporaneously with the primary residence, or to the guest house which may be constructed in advance of the primary residence and occupied for no more than 2 years prior to completion of the primary residence.

(j) The construction of the principal residence on a site shall be completed within eighteen (18) months from the date of commencement of construction, and other permitted structures shall be completed within one (1) year from the date of commencement of construction, unless the completion date is extended by the Board for good cause.

(k) All garbage and trash shall be placed and kept in covered (bear-proof) containers which shall be maintained so as not to be visible from neighboring Tracts or become an attractant to wildlife. 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 and for routines and procedures to minimize conflicts with bears or other wildlife. 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.

(l) Outside clothes lines or other outside clothes drying or airing facilities shall be maintained exclusively within a fenced service yard and shall not be visible from neighboring Tracts or any other Tracts located within the subdivision, unless approved by the Site Committee.

(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 Common Roads and all driveways serving more than one residence up to the point they enter the parcel which they serve 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) The Shared Access Road, the Common Roads on the Property, and driveways service two residences shall be private roads at all times, and each Tract Owner shall be responsible for an equal portion of the snow removal and maintenance costs for said roads and driveways. Bushes and shrubs shall be cleared and large trees limbed within the road rights-of-way to improve sight distance, with related costs being common costs.

(o) No on-site mining or other mineral extraction or Development activities shall be permitted on any Tract, including the removal of gravel; provided that excavation for construction, wildlife enhancement or landscape purposes may be permitted with the prior written approval of the Board. This restriction shall not prohibit the recovery of gas or oil through non-surface entry methods, such as slant drilling, conducted off the Property on sites not visible from the Property, or pooling or unitizing.

(p) Tract 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 Tract 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 Tract 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 Tract treated for noxious weed control shall pay all costs incurred by the Board.

(q) Owners shall not obstruct roadways or common driveways. Owners shall not place or store anything within the roadways or common driveways without the prior written consent of the Board or its designee, except in a facility specifically designated or approved for such storage.

(r) It is recognized by the Declarant and the purchasers or Owner of any Tract within the Property, that many wildlife species live on or migrate through the Property during various times of the 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 Tract 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 that portion of the building envelope necessary for the purposes of constructing authorized Structures or roads thereon, and particular attention shall be given to the protection of trees identified by the Site Committee after consultation with the Wyoming Game & Fish Department as important to raptor species as perching and nesting sites.

(2) Dogs and other domestic animals shall be controlled at all times, and shall not be allowed to run at large.

(3) The Owner of every Tract, 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.

(4) 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.

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

Section 1. Tract Splitting; Boundary Adjustments. No Tract may be divided or subdivided in any manner and not more than one (1) single family residence shall be permitted on any Tract. Boundaries between contiguous Tracts may be adjusted by agreement between contiguous Tract Owners, provided that the resulting tracts shall be in full compliance with all applicable state and Teton County land development or subdivision regulations.

Section 2. Assignment of Powers. Any and all of the rights and powers vested in Declarant pursuant to the Covenants may be delegated, transferred, assigned, conveyed or released by Declarants to the Association, and the Association shall accept the same, effective upon the recording by the Declarants of a notice of such delegation, transfer, assignment, conveyance or release.

Section 3. Condemnation of Common Area. If at any time, or from time to time, all or any portion of the Common Roadway, or any interest therein, shall 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 the Development fund as the Association may, in its sole discretion, determine. No Owner shall be entitled to any portion of such award and no Owner shall be entitled to participate as a party, or otherwise, in any proceeding relating to such condemnation, such right or participation being herein reserved exclusively to the Association which shall, in its name alone, represent the interests of all Owners.

Section 4. Notices; Documents; Delivery. Any notice or other document permitted or required by the Covenants shall 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 O, Jackson, Wyoming 83001; if to an Owner, then at any Tract within the Subdivision owned by the Owner; if to Declarant, at P. O. Box O, Jackson, Wyoming 83001; provided, however, that any such address may be changed from time to time by an Owner, by the Site Committee, or by Declarant by notice in writing, delivered to Association members.

Section 5. General Maintenance. The maintenance, alteration, replacement and/or repair of the Common Roads, Shared Access Road and common driveways shall be the responsibility of the Board. The Board, as part of its responsibility, shall maintain, repair and provide for snow removal and maintenance activities on all roadways. The maintenance, repair and replacement of all other improvements on each Tract shall be the responsibility of the Owner of such Tract and not the Board, except as otherwise expressly set forth below.

Section 6. Access; Certain Additional Improvements. The Board shall have the irrevocable right to have access to each Tract from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Roadways or utilities.

#### **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 not less than eighty-five percent (85%) of the Tract Owners, and thereafter by an instrument signed by not less than seventy percent (70%) of the Tract Owners, which instrument must be recorded in the Office of the County Clerk of Teton County, Wyoming. The Declarants shall have the right, during such time as they own not less than five (5) of the Tracts, in number, to change or modify these covenants, and all Tracts within the Property including those previously sold shall be subject to such changes. Such amendments shall be duly executed by the Declarant and placed of record in the Office of the County Clerk of Teton County, Wyoming.

Section 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 Property Owners shall be subject to these Covenants.

Section 5. Violation Constitutes Nuisance. Every act or omission, whereby any restriction, condition or covenant in this Declaration set forth, is 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 Tract Owner; and such remedies shall be deemed cumulative and not exclusive.

Section 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 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 7. 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 8. Variances; Relocation of Building Envelopes or Sites. The Site 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 contained in Article VIII, Section 3(r), for the purpose of enhancing views, utilizing a Tract to better advantage, preventing the removal of trees, and enhancing the placement of improvements on the Property, provided this may be done in conformity with the intent and purposes thereof, and also provided in every instance that such grants or adjustments shall not be materially detrimental or injurious to other Property or improvements in the neighborhood. Principal residential sites and the building envelopes surrounding them may be relocated with the approval of the Site Committee upon the following conditions:

(1) No portion of a house or principal residence constructed at the approved relocated principal residence site shall be visible from any designated principal residence site on any other Tract of the Property.

(2) The building envelope shall be so located surrounding the relocated principal residence site such that no structures constructed or to be constructed within the building envelope shall be visible from the designated principal residence site of any other Tract.

(3) The Site Committee may, as a condition of approval of relocation, impose additional restrictions on structures within a relocated building envelope or designated site, such as, but not necessarily limited to, size limitations and height restrictions, and such additional conditions or

restrictions shall have the force and effect of all initial provisions of these covenants.

(4) Anything herein contained to the contrary notwithstanding, the Site Committee, by unanimous vote, may waive these requirements if it is shown to the satisfaction of the Site Committee that the restrictions imposed by these covenants do not allow reasonable use of any Tract to the average intensity of surrounding uses (i.e, average building sizes and numbers). In such event, the maximum variance granted shall be the minimum necessary to allow reasonable use of the Tract.

Any variances or adjustments of these Covenants, Conditions and Restrictions granted by the Site 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 19 day ~~November~~ <sup>December</sup> 1996.

Betty I. Lucas, Personal Representative  
Betty I. Lucas, Personal Representative

Russell C. Lucas by Betty I. Lucas  
Russell C. Lucas

James F. Lucas  
James F. Lucas

Lynnda E. Lucas by Betty I. Lucas  
Lynnda E. Lucas

Leeann K. Lucas  
Leeann K. Lucas

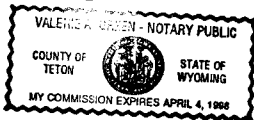
STATE OF WYOMING )  
 ) ss.  
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by Betty I. Lucas, as Personal Representative, this 19th day of December, 1996.

Witness my hand and official seal.

Valerie A. Green  
Notary Public

My Commission Expires:

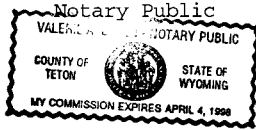


STATE OF Wyoming )  
 ) ss.  
COUNTY OF Teton )

The foregoing instrument was acknowledged before me by Betty I. Lucas as Attorney-in-Fact for Russell C. Lucas this 19th day of December, 1996.

Witness my hand and official seal.

Valerie A. Green



My Commission Expires:

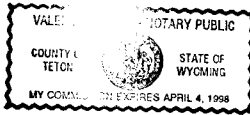
STATE OF WYOMING )  
 ) ss.  
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by James F. Lucas this 19th day of December, 1996.

Witness my hand and official seal.

Valerie A. Green

Notary Public



My Commission Expires:

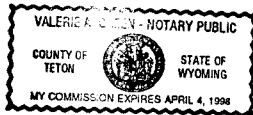
STATE OF WYOMING )  
 ) ss.  
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by Betty I. Lucas as Attorney-in-Fact for Lynda E. Lucas this 19th day of December, 1996.

Witness my hand and official seal.

Valerie A. Green

Notary Public



My Commission Expires:

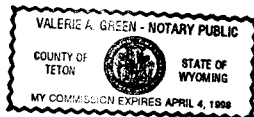
STATE OF WYOMING )  
 ) ss.  
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by Leeann K. Lucas this 19th day of December, 1996.

Witness my hand and official seal.

Valerie A. Green

Notary Public



My Commission Expires:

**EXHIBIT A  
DESCRIPTION OF  
=LUCAS PARCEL A=**

**TO WIT:**

A parcel of land located within the SW1/4NE1/4 and NW1/4SE1/4 of Section 10, T41N, R116W, 6th P.M., Teton County, Wyoming; said parcel being more particularly described as follows:

**BEGINNING** at the northeast corner of said SW1/4NE1/4 of Section 10;

thence along the east line of said SW1/4NE1/4, S01°24'51"E, 1317.67 feet to the northeast corner of said NW1/4SE1/4 of Section 10;

thence along the east line of said NW1/4SE1/4, S01°24'00"E, 1350.60 feet to the southeast corner of said NW1/4SE1/4;

thence along the south line of said NW1/4SE1/4, S87°45'23"W, 1263.69 feet to the southwest corner of said NW1/4SE1/4;

thence N23°46'50"E, 2372.33 feet to a point;

thence N01°24'51"W, 456.22 feet to a point;

thence N70°20'58"E, 267.43 feet to the **CORNER OF BEGINNING**;

**ENCOMPASSING** an area of 40.03 acres, more or less;

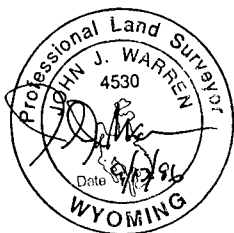
the aforementioned corners each being monumented as described in a Corner Record filed in the Office of the Clerk of Teton County, Wyoming;

the aforementioned points each being monumented by a 5/8 inch diameter steel reinforcing bar with aluminum cap inscribed "**JOHN J. WARREN PLS 4530**";

**TOGETHER WITH** the use and benefit of an access and utility easement described in **EXHIBIT B** attached hereto;

said parcel being **SUBJECT TO** any easements, rights-of-way, covenants, conditions, restrictions, reservations, agreements or encumbrances of sight and/or record;

the **BASIS OF BEARING** being N02°35'48"W along the west line of the SW1/4 of said Section 10.



PIDN: 22-41-16-10-1-00-003

John J. Warren  
Wyoming Professional Land Surveyor No. 4530  
Jorgensen Engineering & Land Surveying P.C.  
Project No. 93006.10 September 13, 1996  
ref. d.93006/d.map/lucas/06 d.wp/parA.wp

**EXHIBIT B**  
**DESCRIPTION OF**  
**=LUCAS PARCEL B=**

**TO WIT:**

A parcel of land located within the SW1/4NE1/4, NW1/4SE1/4, NE1/4SW1/4, and SE1/4NW1/4 of Section 10, T41N, R116W, 6th P.M., Teton County, Wyoming; said parcel being more particularly described as follows:

**BEGINNING** at a point from which the northeast corner of said SW1/4NE1/4 of Section 10 bears N70°20'58"E, 267.43 feet;

thence S01°24'51"E, 456.22 feet to a point;

thence S23°46'50"W, 1601.88 feet to the intersection with the easterly end of the centerline of **UPPER LUCAS ROAD**;

thence along the unmonumented centerline of said **UPPER LUCAS ROAD**, S73°59'55"W, 331.87 feet;

thence along said centerline, S62°05'24"W, 525.29 feet;

thence departing said centerline, N09°47'11"E, 1895.67 feet to a point;

thence N70°20'58"E, 1163.42 feet to the **POINT OF BEGINNING**;

**ENCOMPASSING** an area of 40.03 acres, more or less;

the aforementioned corners each being monumented as described in a Corner Record filed in the Office of the Clerk of Teton County, Wyoming;

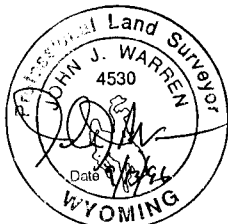
the aforementioned points each being monumented by a 5/8 inch diameter steel reinforcing bar with aluminum cap inscribed "**JOHN J. WARREN PLS 4530**";

**TOGETHER WITH** the use and benefit of an access and utility easement described in **EXHIBIT B** attached hereto;

**RESERVING UNTO THE GRANTORS**, their heirs, successors and assigns the right to grant unto third parties a non-exclusive easement for access and utilities over, under, across and through any portion of said access and utility easement described in said **EXHIBIT B** which lies within said parcel;

said parcel being **SUBJECT TO** any other easements, rights-of-way, covenants, conditions, restrictions, reservations, agreements or encumbrances of sight and/or record;

the **BASIS OF BEARING** being N02°35'48"W along the west line of the SW1/4 of said Section 10.



PIDN: 22-41-16-10-1-00-003

John J. Warren  
Wyoming Professional Land Surveyor No. 4530  
Jorgensen Engineering & Land Surveying P.C.  
Project No. 93006.10 September 13, 1996  
ref. d.93006/d.map/lucas/06 d.wp/parB.wp

**EXHIBIT C**  
**DESCRIPTION OF**  
**=LUCAS PARCEL C=**

**TO WIT:**

FIDN: 22-41-16-10-1-00-003

A parcel of land located within the NW1/4SW1/4, NE1/4SW1/4, and SE1/4NW1/4 of Section 10, T41N, R116W, 6th P.M., Teton County, Wyoming; said parcel being more particularly described as follows:

**BEGINNING** at a point from which the northeast corner of said SW1/4NE1/4 of Section 10 bears N70°20'58"E, 1430.85 feet;

thence S09°47'11"W, 1895.67 feet to the intersection with the unmonumented centerline of **UPPER LUCAS ROAD**;

thence westerly along said centerline through the following courses and distances:

proceeding S71°47'15"W, 289.26 feet to the beginning of a circular curve, concave to the southeast, with a radius of 1295.76 feet;

thence westerly along the arc of said curve, through a central angle of 06°12'46", 140.50 feet to the beginning of a reverse circular curve, concave to the northwest, with a radius of 681.18 feet;

thence westerly along the arc of said curve, through a central angle of 11°47'16", 140.14 feet;

thence S77°21'45"W, 106.25 feet to the beginning of a circular curve, concave to the north, with a radius of 150.00 feet;

thence westerly along the arc of said curve, through a central angle of 33°38'43", 88.08 feet;

thence N68°59'32"W, 56.22 feet to the beginning of a circular curve, concave to the northeast, with a radius of 125.23 feet;

thence northwesterly along the arc of said curve, through a central angle of 62°32'50", 136.71 feet to the beginning of a reverse circular curve, concave to the southwest, with a radius of 125.00 feet;

thence northwesterly along the arc of said curve, through a central angle of 98°25'31", 214.73 feet;

thence S75°07'47"W, 107.98 feet to the westerly end of the centerline of said **UPPER LUCAS ROAD**, being coincident with the southerly end of the centerline of **LUCAS ROAD**;

thence along the unmonumented centerline of said **LUCAS ROAD**, N14°52'13"W, 333.81 feet;

thence departing said centerline, N47°58'13"E, 774.49 feet to a point;

thence N02°29'49"E, 851.48 feet to a point;

thence N88°17'19"E, 459.63 feet to a point;

thence N70°20'58"E, 485.54 feet to the **POINT OF BEGINNING**;

**ENCOMPASSING** an area of 40.65 acres, more or less;

the aforementioned corners each being monumented as described in a Corner Record filed in the Office of the Clerk of Teton County, Wyoming;

the aforementioned points each being monumented by a 5/8 inch diameter steel reinforcing bar with aluminum cap inscribed "JOHN J. WARREN PLS 4530";

**TOGETHER WITH** the use and benefit of an access and utility easement described in **EXHIBIT B** attached hereto;

**RESERVING UNTO THE GRANTORS**, their heirs, successors and assigns the right to grant unto third parties a non-exclusive easement for access and utilities over, under, across and through any portion of said access and utility easement described in said **EXHIBIT B** which lies within said parcel;

said parcel being **SUBJECT TO** any other easements, rights-of-way, covenants, conditions, restrictions, reservations, agreements or encumbrances of sight and/or record;

the **BASIS OF BEARING** being N02°35'48"W along the west line of the SW1/4 of said Section 10.



John J. Warren  
Wyoming Professional Land Surveyor No. 4530  
Jorgensen Engineering & Land Surveying P.C.  
Project No. 93006.10 September 13, 1996  
ref. d.93006/d.map/lucas/06 d.wp/parC.wp

**EXHIBIT D**  
**DESCRIPTION OF**  
**=LUCAS PARCEL D=**

*P10N: 22-41-16-10-1-00-003*  
*22-41-16-15-3-00-011*

**TO WIT:**

A parcel of land located within the W1/2SW1/4, NE1/4SW1/4, and S1/2NW1/4 of Section 10, and within the NW1/4NW1/4 of Section 15, T41N, R116W, 6th P.M., Teton County, Wyoming; said parcel being more particularly described as follows:

**BEGINNING** at the southwest corner of the NW1/4SW1/4 of said Section 10;

thence N36°04'24"E, 549.90 feet to a point;

thence N36°14'18"E, 497.80 feet to a point;

thence N31°10'38"E, 942.98 feet to a point;

thence N27°55'10"E, 489.08 feet to a point;

thence N88°17'19"E, 250.14 feet to a point;

thence S02°29'49"W, 851.48 feet to a point;

thence S47°58'13"W, 774.49 feet to the intersection with the unmonumented centerline of **LUCAS ROAD**;

thence along said centerline, S14°52'13"E, 333.81 feet to the southerly end of said centerline of **LUCAS ROAD**, being coincident with the northerly end of the centerline of **HIDDEN RIDGE DRIVE**;

thence along the unmonumented centerline of said **HIDDEN RIDGE DRIVE** through the following courses and distances:

proceeding S31°47'30"W, 454.67 feet to the beginning of a circular curve, concave to the northwest, with a radius of 150.00 feet;

thence southwesterly along the arc of said curve, through a central angle of 30°09'29", 78.95 feet;

thence S61°56'59"W, 156.03 feet to the beginning of a circular curve, concave to the southeast, with a radius of 200.00 feet;

thence southwesterly along the arc of said curve, through a central angle of 46°34'04", 162.55 feet to the beginning of a reverse circular curve, concave to the northwest, with a radius of 300.23 feet;

thence southwesterly along the arc of said curve, through a central angle of 10°28'20", 54.87 feet;

thence S25°51'15"W, 164.12 feet;

thence S16°36'25"W, 571.97 feet;

thence S08°04'59"W, 252.94 feet to the beginning of a circular curve, concave to the north, with a radius of 75.00 feet;

thence easterly along the arc of said curve, through a central angle of 161°02'26", 210.80 feet;

thence departing said centerline, on a radial bearing, S62°57'27"E, 110.93 feet to the point of intersection with the south line of the SW1/4SW1/4 of said Section 10;

thence S47°47'41"W, 568.73 feet to the point of intersection with the west line of the NW1/4NW1/4 of said Section 15;

thence along said west line, N00°53'39"E, 383.13 feet to the northwest corner of said Section 15;

thence along the west line of the SW1/4SW1/4 of said Section 10, N02°35'48"W, 1329.04 feet to the **CORNER OF BEGINNING**;

**ENCOMPASSING** an area of 40.51 acres, more or less;

the aforementioned corners each being monumented as described in a Corner Record filed in the Office of the Clerk of Teton County, Wyoming;

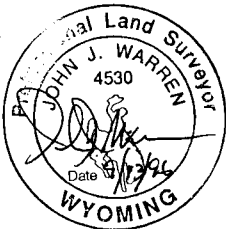
the aforementioned points each being monumented by a 5/8 inch diameter steel reinforcing bar with aluminum cap inscribed "**JOHN J. WARREN PLS 4530**";

**TOGETHER WITH** the use and benefit of an access and utility easement described in **EXHIBIT B** attached hereto;

**RESERVING UNTO THE GRANTORS**, their heirs, successors and assigns the right to grant unto third parties a non-exclusive easement for access and utilities over, under, across and through any portion of said access and utility easement described in said **EXHIBIT B** which lies within said parcel;

said parcel being **SUBJECT TO** any other easements, rights-of-way, covenants, conditions, restrictions, reservations, agreements or encumbrances of sight and/or record;

the **BASIS OF BEARING** being N02°35'48"W along the west line of the SW1/4 of said Section 10.



John J. Warren  
Wyoming Professional Land Surveyor No. 4530  
Jorgensen Engineering & Land Surveying P.C.  
Project No. 93006.10 September 13, 1996  
ref. d.93006/d.map/lucas/06 d.wp/parD.wp

**EXHIBIT E  
DESCRIPTION OF  
=LUCAS PARCEL E=**

*23-41-16-10-1-00-003*

**TO WIT:**

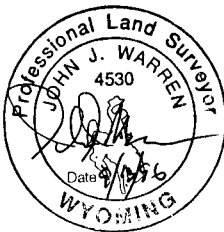
A parcel of land located within the E1/2SW1/4 and NW1/4SE1/4 of Section 10, T41N, R116W, 6th P.M., Teton County, Wyoming; said parcel being more particularly described as follows:

**BEGINNING** at the southeast corner of the SE1/4SW1/4 of said Section 10;  
thence along the south line of said SE1/4SW1/4, N89°53'33"W, 1321.91 feet to the southwest corner of said SE1/4SW1/4;  
thence N45°03'14"E, 962.55 feet to a point;  
thence N37°26'28"W, 1095.17 feet to the intersection with the unmonumented centerline of **UPPER LUCAS ROAD**;  
thence easterly along said centerline through the following courses and distances:  
proceeding S68°59'32"E, 56.22 feet to the beginning of a circular curve, concave to the north, with a radius of 150.00 feet;  
thence easterly along the arc of said curve, through a central angle of 33°38'43", 88.08 feet;  
thence N77°21'45"E, 106.25 feet to the beginning of a circular curve, concave to the northwest, with a radius of 681.18 feet;  
thence easterly along the arc of said curve, through a central angle of 11°47'16", 140.14 feet to the beginning of a reverse circular curve, concave to the southeast, with a radius of 1295.76 feet;  
thence easterly along the arc of said curve, through a central angle of 06°12'46", 140.50 feet;  
thence N71°47'15"E, 289.26 feet;  
thence N62°05'24"E, 525.29 feet;  
thence N73°59'55"E, 331.87 feet to the easterly end of said centerline;  
thence departing said centerline, S23°46'50"W, 770.45 feet to the northeast corner of said SE1/4SW1/4 of Section 10;  
thence along the east line of said SE1/4SW1/4, S02°13'00"E, 1368.03 feet to the **CORNER OF BEGINNING**;  
**ENCOMPASSING** an area of 40.29 acres, more or less;  
the aforementioned corners each being monumented as described in a Corner Record filed in the Office of the Clerk of Teton County, Wyoming;  
the aforementioned points each being monumented by a 5/8 inch diameter steel reinforcing bar with aluminum cap inscribed "**JOHN J. WARREN PLS 4530**";  
**TOGETHER WITH** the use and benefit of an access and utility easement described in **EXHIBIT B** attached hereto;

**RESERVING UNTO THE GRANTORS**, their heirs, successors and assigns the right to grant unto third parties a non-exclusive easement for access and utilities over, under, across and through any portion of said access and utility easement described in said **EXHIBIT B** which lies within said parcel;

said parcel being **SUBJECT TO** any other easements, rights-of-way, covenants, conditions, restrictions, reservations, agreements or encumbrances of sight and/or record;

the **BASIS OF BEARING** being N02°35'48"W along the west line of the SW1/4 of said Section 10.



John J. Warren  
Wyoming Professional Land Surveyor No. 4530  
Jorgensen Engineering & Land Surveying P.C.  
Project No. 93006.10 September 13, 1996  
ref. d.93006/d.map/lucas/06 d.wp/parE.wp

**EXHIBIT F**  
**DESCRIPTION OF**  
**=LUCAS PARCEL F=**

*22-4-16-10-1-00-003*

**TO WIT:**

A parcel of land located within the SW1/4 of Section 10, T41N, R116W, 6th P.M., Teton County, Wyoming; said parcel being more particularly described as follows:

**BEGINNING** at the southeast corner of the SW1/4SW1/4 of said Section 10;

thence along the south line of said SW1/4SW1/4, N89°51'37"W, 907.76 feet to a point;

thence N62°57'27"W, 110.93 feet to the point of intersection with the unmonumented centerline of **HIDDEN RIDGE DRIVE**; said point being the beginning of a circular curve, from which the radius point bears N62°57'27"W, 75.00 feet;

thence along said centerline through the following courses and distances:

proceeding westerly along the arc of said curve, through a central angle of 161°02'26", 210.80 feet;

thence N08°04'59"E, 252.94 feet;

thence N16°36'25"E, 571.97 feet;

thence N25°51'15"E, 164.12 feet to the beginning of a circular curve, concave to the northwest, with a radius of 300.23 feet;

thence northeasterly along the arc of said curve, through a central angle of 10°28'20", 54.87 feet to the beginning of a reverse circular curve, concave to the southeast, with a radius of 200.00 feet;

thence northeasterly along the arc of said curve, through a central angle of 46°34'04", 162.55 feet;

thence N61°56'59"E, 156.03 feet to the beginning of a circular curve, concave to the northwest, with a radius of 150.00 feet;

thence northeasterly along the arc of said curve, through a central angle of 30°09'29", 78.95 feet;

thence N31°47'30"E, 454.67 feet to the northerly end of the centerline of said **HIDDEN RIDGE DRIVE**, coincident with the westerly end of the centerline of **UPPER LUCAS ROAD**;

thence departing said centerline of **HIDDEN RIDGE DRIVE** and proceeding easterly along the unmonumented centerline of said **UPPER LUCAS ROAD** through the following courses and distances:

proceeding N75°07'47"E, 107.98 feet to the beginning of a circular curve, concave to the southwest, with a radius of 125.00 feet;

thence southeasterly along the arc of said curve, through a central angle of 98°25'31", 214.73 feet to the beginning of a reverse circular curve, concave to the northeast, with a radius of 125.23 feet;

thence southeasterly along the arc of said curve, through a central angle of 62°32'50", 136.71 feet;

thence departing said centerline, S37°26'28"E, 1095.17 feet to a point;

thence S45°03'14"W, 962.55 feet to the **CORNER OF BEGINNING**;

**ENCOMPASSING** an area of 46.26 acres, more or less;

the aforementioned corners each being monumented as described in a Corner Record filed in the Office of the Clerk of Teton County, Wyoming;

the aforementioned points each being monumented by a 5/8 inch diameter steel reinforcing bar with aluminum cap inscribed "**JOHN J. WARREN PLS 4530**";

**TOGETHER WITH** the use and benefit of an access and utility easement described in **EXHIBIT B** attached hereto;

**RESERVING UNTO THE GRANTORS**, their heirs, successors and assigns the right to grant unto third parties a non-exclusive easement for access and utilities over, under, across and through any portion of said access and utility easement described in said **EXHIBIT B** which lies within said parcel;

said parcel being **SUBJECT TO** any other easements, rights-of-way, covenants, conditions, restrictions, reservations, agreements or encumbrances of sight and/or record;

the **BASIS OF BEARING** being N02°35'48"W along the west line of the SW1/4 of said Section 10.



John J. Warren  
Wyoming Professional Land Surveyor No. 4530  
Jorgensen Engineering & Land Surveying P.C.  
Project No. 93006.10 September 13, 1996  
ref. d.93006/d.map/lucas/06 d.wp/parF.wp

22-41-16-15-3-00-011  
22-41-16-10-1-00-003

**EXHIBIT G**  
**DESCRIPTION OF**  
**=LUCAS PARCEL G=**

**TO WIT:**

A parcel of land being the NW1/4SW1/4, SW1/4NW1/4 and part of the NW1/4NW1/4 of Section 15, T41N, R116W, 6th P.M., Teton County, Wyoming; said parcel being more particularly described as follows:

**BEGINNING** at the southwest corner of the NW1/4 of said Section 15;  
thence along the west line of the SW1/4NW1/4 of said Section 15, N00°53'18"E, 1329.72 feet to the southwest corner of the NW1/4NW1/4 of said Section 15;

thence along the west line of said NW1/4NW1/4, N00°53'39"E, 946.79 feet to a point;  
thence N47°47'41"E, 568.73 feet to the point of intersection with the north line of said NW1/4NW1/4;

thence along said north line, S89°51'37"E, 907.76 feet to the northeast corner of said NW1/4NW1/4;

thence along the east line of said NW1/4NW1/4, S00°58'52"W, 1312.86 feet to the northeast corner of the SW1/4NW1/4 of said Section 15;

thence along the east line of said SW1/4NW1/4, S00°56'17"W, 1313.25 feet to the northeast corner of the NW1/4SW1/4 of said Section 15;

thence along the east line of said NW1/4SW1/4, S00°28'22"W, 1311.14 feet to the southeast corner of said NW1/4SW1/4;

thence along the south line of said NW1/4SW1/4, S88°51'08"W, 1307.98 feet to the southwest corner of said NW1/4SW1/4;

thence along the west line of said NW1/4SW1/4, N00°05'03"W, 1306.95 feet to the **CORNER OF BEGINNING;**

**ENCOMPASSING** an area of 117.82 acres, more or less;

the aforementioned corners each being monumented as described in a Corner Record filed in the Office of the Clerk of Teton County, Wyoming;

the aforementioned points each being monumented by a 5/8 inch diameter steel reinforcing bar with aluminum cap inscribed "**JOHN J. WARREN PLS 4530**";

**TOGETHER WITH** the use and benefit of an access and utility easement described in **EXHIBIT B** attached hereto;

said parcel being **SUBJECT TO** any easements, rights-of-way, covenants, conditions, restrictions, reservations, agreements or encumbrances of sight and/or record;

the **BASIS OF BEARING** being N02°35'48"W along the west line of the SW1/4 of said Section 10.

John J. Warren  
Wyoming Professional Land Surveyor No. 4530  
Jorgensen Engineering & Land Surveying P.C.  
Project No. 93006.10 September 13, 1996  
ref. d.93006/d.map/lucas/06 d.wp/parG.wp

