

Courtesy of



SUPPLEMENT  
TO  
RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SUPPLEMENT is made as of the 31st day of December, 1985, by SPRING CREEK RANCH COMPANY, a California limited partnership ("Declarant"), of Jackson, Wyoming, for itself, its successors, guarantees and assigns.

WHEREAS, Declarant is the owner of certain real property known as Spring Creek Ranch in Teton County, Wyoming; and

WHEREAS, Declarant subjected said real property to a Declaration of Covenants, Conditions and Restrictions dated July 7, 1981, recorded September 16, 1981 in Book 116 of Photo, pages 481-544 of Records in the Office of the Teton County Clerk (the "Prior Declaration"), which Prior Declaration has been amended and restated in its entirety by a Restated Declaration of Covenants, Conditions and Restrictions of Spring Creek Ranch dated August 5, 1983, recorded August 11, 1983 in Book 143 of Photo, pages 1 to 85 in the Office of the Teton County Clerk, as amended by instrument recorded September 6, 1985 in Book 170 of Photo, pages 679 to 702 (the "Restated Declaration"); and

WHEREAS, a portion of Spring Creek Ranch has been donated to the Jackson Hole Land Trust, a Wyoming non-profit corporation; and

WHEREAS, Declarant now desires to supplement the Restated Declaration to clarify the rights of owners of property at Spring Creek Ranch, their guests and visitors, including the public to use said portion of Spring Creek Ranch;

NOW THEREFORE, Declarant hereby supplements the Restated Declaration as hereinafter provided and hereby declares that all of the Property (as delivered in the Restated Declaration) is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the limitations, covenants, conditions, restrictions, reservations, liens and charges provided in the Restated Declaration as hereby supplemented.

1. Section 1, Owners' Easement of Enjoyment (Project Common Area), of Article IV, RIGHTS IN PROJECT COMMON AREA AND SITE COMMON AREAS, shall be supplemented by adding the following new subsection (e) at the end of said section:

Notwithstanding the foregoing, neither Declarant, its successors and assigns, nor Owners, their guests, tenants and invitees, shall have access to, use and enjoyment of and ingress and egress through all or any portion of the Spring Creek Ranch property described on Exhibit A to this Supplement except as expressly provided by written easement or by written license or permission of the Owner of such property.

2. Section 16, Project Common Area, of Article I DEFINITIONS, is hereby supplemented to exclude from the definition of "Project Common Area" those portions of Lot 1 described on Exhibit A to this Supplement.

RECORDED	
COMPARED	
INDEXED	✓
ABSTRACTED	✓

Recorded 3-10 19 87 at 9:35 A M
in Book 187 of Photo Page 306-316
No. 271327 \$24.75
V. Jolynn Coonce County Clerk
by Ann Fisher Dep.

IN WITNESS WHEREOF, SPRING CREEK RANCH COMPANY, as Declarant, has executed this Supplemental Declaration as of the date set forth above.

SPRING CREEK RANCH COMPANY

By: THE SOMERSET COMPANY, an

Arizona limited partnership,  
Managing General Partner of  
Spring Creek Ranch Company

By: [Signature]  
General Partner

By: [Signature]  
General Partner

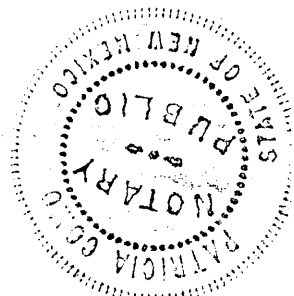
By: SOMERSET WYOMING PROPERTIES

LIMITED PARTNERSHIP, a  
Managing General Partner of  
Spring Creek Ranch Company

By: [Signature]  
Managing General Partner

By: [Signature]  
Managing General Partner

For Thomas H. Childers  
WITNESS my hand and official seal.  
[Signature]  
(Notary Public)  
My commission expires March 18, 1987



The undersigned join in this Supplement to the extent required to subject their interest in the property described on Exhibit A to all of the terms and conditions hereof.

FIRST WYOMING BANK, N.A. --  
JACKSON HOLE, a national banking  
association

By:   
Craig D. Miller

By:   
Lenny Roehrkas

COLUMBIA SAVINGS AND LOAN  
ASSOCIATION, a California  
Corporation

By: \_\_\_\_\_  
Senior Vice President

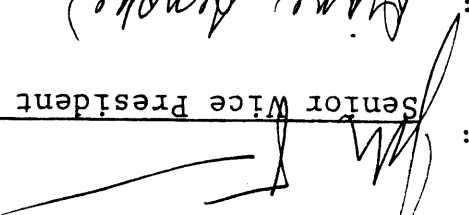
By: \_\_\_\_\_  
Assistant Secretary

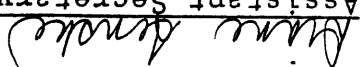
The undersigned join in this Supplement to the extent required to subject their interest in the property described on Exhibit A to all of the terms and conditions hereof.

FIRST WYOMING BANK, N.A. --  
JACKSON HOLE, a national banking  
association

By: \_\_\_\_\_  
By: \_\_\_\_\_

COLUMBIA SAVINGS AND LOAN  
ASSOCIATION, a California  
Corporation

By:  \_\_\_\_\_  
Senior Vice President

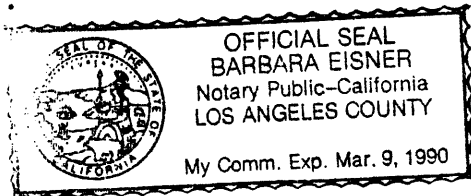
By:  \_\_\_\_\_  
Assistant Secretary

STATE OF California )  
 ) ss.  
COUNTY OF Los Angeles )

On December 5, 1986 before me, the undersigned, a Notary Public for said State, personally appeared Samuel G. Zupis personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as general partner of The Somerset Company, the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

Signature Barbara Eisner  
Notary Public

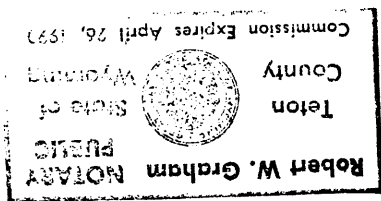


STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, the undersigned, a Notary Public for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as general partner of The Somerset Company, the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Notary Public

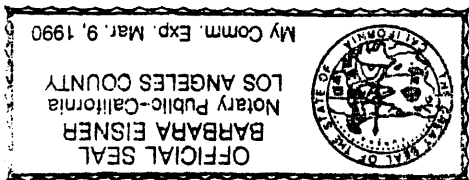


Signature [Handwritten Signature]  
 Notary Public  
 Commission Expires April 26 1990

WITNESS my hand and official seal.

On March 9 1987 before me, the undersigned, a Notary Public for said State, personally appeared William L. Johnson personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as a General Partner of Somerset Wyoming Properties Limited Partnership, the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

STATE OF Wyoming  
 COUNTY OF Teton  
 )  
 ) ss.  
 )



Signature [Handwritten Signature]  
 Notary Public

WITNESS my hand and official seal.

On December 5, 1986 before me, the undersigned, a Notary Public for said State, personally appeared David A. Taylor personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as a General Partner of Somerset Wyoming Properties Limited Partnership, the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

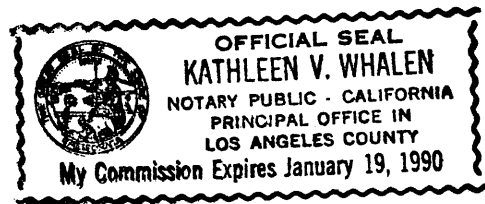
STATE OF California  
 COUNTY OF Los Angeles  
 )  
 ) ss.  
 )

STATE OF California )  
 ) ss.  
COUNTY OF Los Angeles )

On March 2, 1987 before me, the undersigned, a Notary Public for said State, personally appeared Joseph Forman and Diane M. Senske, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Senior Vice President and Assistant Secretary, respectively, on behalf of Columbia Savings and Loan Association, the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature *Kat V. C.*  
Notary Public





Description

To-wit:—

Those parts of Lots 1 and 3 of Spring Creek Ranch, a subdivision of Teton County, Wyoming of record in the Office of the Clerk of Teton County, Wyoming as Plat No. 501, described as follows:

BEGINNING at the southeast corner of said Lot 3 which is an angle point along the boundary of said Lot 1;

thence  $N66^{\circ}-30'-05''W$ , 426.36 feet along the boundary line common to said Lots 1 and 3;

thence  $N70^{\circ}-46'-08''W$ , 1149.65 feet along said boundary line to an intersection with the east right-of-way line of East Butte Road as shown on said Plat;

thence northerly along said right-of-way line through the following courses;

proceeding from said intersection  $S83^{\circ}-32'-07''W$  70.00 feet to a point of curvature with a radius of 602.96 feet and a radial line bearing  $S83^{\circ}-32'-07''W$ ;

thence northwesterly, 225.02 feet along the arc of said curve, concave to the west, through a central angle of  $21^{\circ}-22'-57''$  to the end of said curve;

thence  $N27^{\circ}-50'-50''W$ , 24.35 feet to the beginning of a curve, concave to the east, with a radius of 230.44 feet;

thence northeasterly, 204.12 feet along the arc of said curve, through a central angle of  $50^{\circ}-45'-08''$ , to the end of said curve;

thence  $N22^{\circ}-54'-18''E$ , 12.93 feet to the beginning of a curve, concave to the west, with a radius of 209.04 feet;

thence northwesterly, 243.20 feet along the arc of said curve, through a central angle of  $66^{\circ}-39'-29''$ , to the end of said curve;

thence  $N43^{\circ}-45'-11''W$ , 3.65 feet to the beginning of a curve, concave to the northeast, with a radius of 106.42 feet;

thence northerly, 75.43 feet along the arc of said curve, through a central angle of  $40^{\circ}-36'-33''$  to the end of said curve;

thence N03°-08'-41"W, 0.57 feet to the beginning of a curve,  
concave to the southeast, with a radius of 100.22 feet;  
thence northerly and easterly, 133.08 feet along the arc of  
said curve, through a central angle of 76°-05'-04", to the end of said  
curve;  
thence N72°-56'-24"E, 1.68 feet to the beginning of a curve,  
concave to the south, with a radius of 129.16 feet;  
thence easterly, 74.02 feet along the arc of said curve, through a  
central angle of 32°-50'-08", to the end of said curve, identical with a  
corner of a tract of land conveyed to Northwestern Resorts Associates in  
a Warranty Deed of record in said Office in Book 162 of Photo on pages  
725 to 732;  
thence leaving said east right-of-way line S27°-58'-51"E, 1017.99  
feet along the boundary of said tract to the south corner of said tract;  
thence N24°-46'-31"E, 1573.47 feet along the southeasterly boundary  
of said tract;  
thence S65°-13'-29"E, 130.00 feet along said boundary;  
thence N24°-46'-31"E, 1934.78 feet along said boundary;  
thence S74°-33'-13"E, 254.27 feet to an intersection with the line  
common to said Lots 1 and 3;  
thence N15°-26'-47"E, 353.79 feet along said common line;  
thence N25°-18'-46"E, 409.30 feet along said common line;  
thence N05°-33'-11"E, 361.70 feet along said common line;  
thence N15°-19'-17"E, 160.89 feet along said common line to a point  
on the boundary of said Northwestern Resort Associates tract;  
thence continuing N15°-19'-17"E, 61.46 feet along said common line,  
identical with said tract boundary;  
thence leaving said line common to Lots 1 and 3 and continuing  
along said tract boundary, East, 350.43 feet to an intersection with the  
east line of Lot 1;  
thence leaving said tract boundary S00°-18'-25"W, 255.67 feet along  
said east line;  
thence S00°-40'-12"E, 1329.08 feet along said east line;

thence S00°-39'-14"E, 1322.57 feet along said east line;

thence S00°-02'-00"E, 1333.65 feet along said east line;

thence S00°-02'-00"E, 592.78 feet along said east line;

thence leaving said east line S89°-58'-00"W, 1499.57 feet to the

Corner of Beginning;

ENCLOSING an area of 170.78 acres, more or less;

SUBJECT TO all easements, dedications, covenants and restrictions  
of record;

all in accordance with said subdivision plat of Spring Creek Ranch.

