

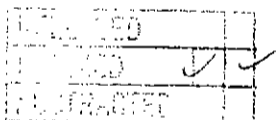
SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TETON SAGE

This Second Amended and Restated 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 as of the 1st day of March, 1993, by the Owners of Lots 1 through 11 of Teton Sage, in accordance with the plat filed for record on the 2nd day of June, 1992, in Teton County, Wyoming, as Plat No. 752, 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.

The Restated Declaration of Covenants, conditions and Restrictions dated as of May 11, 1992 and recorded in Book 252 of Photo, pages 1026 to 1041 is hereby amended pursuant to and in accordance with Article IX, Section 3 thereof and this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions shall wholly replace and supersede said Restated Declaration.

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

Grantor: MITCHELL, JAMES ET AL
Grantee: THE PUBLIC
Doc 354655 bk 272 pg 0435-0457 Filed at 2:03 on 06/28/93
V Jolynn Coonce, Teton County Clerk fees: 50.00
By CLAIRE K ABRAMS Deputy



ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean Teton Sage 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 in Article II hereof.

Section 3. "Common Roads" shall mean the private roadways within the Property which provide access to individual Lot 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 for utility lines located in the rights-of-way of such roads.

Section 5. "Declarant" shall mean and refer to Dean K. Bark and Gros Ventre Cattle Company, his/its successors and assigns.

Section 6. "Development" shall mean any alteration of the natural land surface, and all buildings, structures or other site improvements placed on the land to accommodate the use of a Lot.

Section 7. "Lot" shall mean a single-family residential Lot of land described above and shown upon that certain recorded subdivision plat of the Property filed by the Declarant in the Office of the Teton County Clerk as Plat No. 752.

Section 8. "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 9. "Principal Residence" shall mean the single family residential Structure, constructed on any Lot of the Property, which is the principal use of such Lot, and to which other authorized structures on such Lot are accessory.

Section 10. "Property" shall mean and refer to that certain real property known as the Teton Sage, in accordance with the Plat filed for record on the 2nd day of June, 1992, in Teton County, Wyoming, as Plat No. 752, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 11. "Shared Access Road" shall mean that portion of Sagebrush Drive which is a private road and lies between the Grand Teton National Park Boundary and the west boundary line of the Property.

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

Section 13. "Teton Sage" shall mean and refer to the subdivision or development known as Teton Sage, recorded with the Clerk of Teton County, as Plat No. 752.

ARTICLE II THE ASSOCIATION

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

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

ARTICLE III 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, the Board of Directors or officer 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 by-laws. 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 by a majority vote of the members. All Board members need not be residents of Teton County, Wyoming, unless provided by the Bylaws.

Until January 1, 2000, or until 75% of the lots have been sold and title transferred to owners, whichever occurs first, 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 to at any time 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 as set forth in the Articles of Incorporation and the Bylaws of the Association as they may be amended from time to time.

Section 5. 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 Owner 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;

B. Shall have no personal liability in contract to an Owner or other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such;

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;

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 capacity as such.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to have consented to be subject to these Covenants and agrees to pay to the Association:

- A. Annual assessments or charges; and
- B. 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, to include road maintenance and utility line maintenance, common landscape buffers, bridges, waterways, Association employees' wages, mailing costs and other related expenses incurred on behalf of the Association.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Roads, including fixtures and personal property related thereof, 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, if an Improvement District is established for Sagebrush Drive for the construction of roadway improvement and pedestrian bike paths, Teton Sage Owner's Association shall have the right to levy assessments to pay the subdivisions pro rata share of said improvements with no need to ask consent of the homeowners.

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 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 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 basis.

Section 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 due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment 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 abandonment of his Lot.

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 purchase contract. Sale or transfer of any Lot shall not affect the assessment lien.

ARTICLE V ARCHITECTURAL STANDARDS

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

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 Site Committee shall be:

Ronald D. Saypol
Bruce Hawtin
Robert W. Graham

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 rules and regulations, to be known as "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 Teton Sage Covenants.

Section 4. Site Committee - Meetings, Action, Expenses. The Site Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of any two (2) members shall constitute an act by the Site Committee unless the unanimous decision of its members is otherwise required by the Teton Sage Covenants. The Site Committee shall keep and maintain a

record of all action taken by the Site Committee at such meetings or otherwise, from time to time. 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 at its sole discretion, adopt, amend and repeal by unanimous vote, the 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 to each Lot Owner requesting the same from any member of the Site Committee, and shall have the same force and effect as if they were a part of the Teton Sage 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 Teton Sage Covenants, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification or matter whenever subsequently or additionally submitted for approval.

Section 7. Estoppel Certificate. Within thirty (30) days after written demand therefor is delivered to the Site Committee by any Owner, and upon payment therewith to the Association of a reasonable fee from time to time to be fixed by the Association, the Site Committee shall record an estoppel certificate executed by any two (2) of its members, certifying with respect to any Lot of said Owner that as of the date thereof either: (1) all improvements or other work made or done upon or with said Lot by the Owner, or otherwise, comply with the Teton Sage Covenants; or (2) such improvements and/or work do not comply, in which event the certificate shall also: (a) identify the noncomplying improvements and/or work; and (b) 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, Declarant and all Owners and such purchaser, mortgagee or other encumbrancer.

Section 8. Site Committee - Liability. Neither the Site Committee nor any member thereof shall be liable to the Association or to any Owner or project committee for any damage, loss or prejudice suffered or claimed on account of (1) the approval of any plans, drawings and specifications, whether or not defective; (2) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; (3) the development, or manner of development, of any property within Teton Sage; or (4) the execution and filing of an estoppel certificate pursuant to Section 7 of this Article, whether or not the facts therein are correct; provided, however, that such member has, with the actual knowledge possessed by him, acted in good faith. Without in any way limiting the generality of the foregoing, the Site Committee, or any member thereof, may, but is not required to, consult with or hear the Association or any Owner with respect to any plans, drawings or specifications, or any other proposal submitted to the Site Committee.

ARTICLE VI
DESIGN STANDARD

Section 1. General Standards. The following standards and Restrictions are applicable to the construction, remodeling, alteration and exterior refinishing or any and all improvements and site preparation upon each Lot, and shall be reflected in the Site Committee Rules.

Section 2. Design Character.

A. All improvements shall be of new construction. Prebuilt, component, or modular construction shall not be permitted.

B. Exterior materials shall be new material, except for architectural detailing, which may utilize used materials, provided, however, that used materials may be approved for barns and other outbuildings.

C. Exterior finishes shall be semi-transparent or heavy bodied stains, or pigmented or clear non-glossy preservatives. Glossy painted finishes shall not be permitted. All exposed metals shall have a dull colored finish, or shall be flat color anodized or painted.

D. Exterior colors shall be subdued. Color samples, on pieces of all exterior materials and roofing materials to be used, shall be submitted to the Site Committee for approval.

Section 3. Building Design.

A. Not more than one single-family residence shall be constructed on any residential site. A detached guest house, garage facilities and associated outbuildings, not to exceed a total of three structures, may be permitted if of similar design character to the Principal Residence.

B. The floor area of any single family residence shall be not less than 2,500 square feet, nor more than 6,000 square feet, exclusive of a garage, carport or unenclosed porches or decks. Each principal Residential Structure shall have as a minimum an attached or detached two-car garage. Guest houses shall comply with the requirements of the Teton County Comprehensive Plan as it shall exist from time to time. With Site Committee approval, a variance may be granted to permit not more than 8,000 square feet in the residence, if the Site Committee in its sole discretion, determines that it will not be detrimental to the subdivision aesthetics.

C. The maximum building height of any Structure shall not exceed 22 feet provided, however, that the Design Committee may grant a variance to allow a height of 25 feet, as provided herein. Such variance may be allowed considering the location of the structure within the subdivision and its affect on the other residences constructed or to be constructed. Two story dwellings shall not be permitted and no variance shall be considered which would allow such a structure. 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 not be excluded in determining the maximum height. If the chimneys are designed to become a significant feature of the residence, they shall be limited to twenty-two (22) feet in height, unless a variance is granted as provided herein.

D. Roofs shall have a minimum pitch of four feet to twelve feet (1:3). All primary roofs shall have a minimum overhang of two feet. Solar collectors shall not be considered to be roofs. Roofs shall be shake shingles, slate or other non-metallic materials approved by the Site Committee.

E. 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.

F. Solar collectors may be of any construction, materials or pitch required for efficient operation, but they shall not be placed on a 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 envelopes for each residential lot shall be determined by the Board of Directors of the Teton Sage Owners Association. No Structure may be constructed or placed outside of the building envelope with the exception of necessary and approved driveway and access structures. Building envelopes may be relocated only with the approval of the Board and the Owners of immediately adjacent Lots.

B. Finish grading on all buildings shall assure drainage of surface water from the buildings and avoid concentrating runoff onto adjacent properties. A minimum fall of six inches in ten feet (6"/10') shall be provided at the perimeter of all buildings, and one inch in ten feet (1"/10') for impervious surfaces. The entire site shall have positive drainage to ditches or rights-of-way and shall utilize swales as required.

C. Landscaping shall be required for each Lot (subject to the limitations set forth in Article VII, Section 3.U.1) and shall be regularly maintained. In the event any land owner shall fail to maintain the required landscaping, the Board shall have the right to provide the required maintenance and assess the costs thereof to the property owner as an additional assessment subject to becoming a lien. A landscape plan shall be provided to the Site Committee, along with architectural drawings, and will be part of the review process.

D. Fencing shall comply with the following requirement:

1. No boundary fences around the exterior Lot lines of any Lot, or around the perimeter of any building envelope shall be permitted, except as approved by the Site Committee to protect subdivision from adjacent livestock, when the adjacent lands are used for ranching or agricultural purposes. The following are the only fences permitted on any Lot, which shall be within the building envelope.

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

- (ii) Fences around swimming pools are permitted, provided that the size and construction type shall have been approved by the Board; and

(iii) A dog run shall be permitted, provided that the size, construction and location shall have been approved by the Site Committee.

(iv) If adjacent lands are used for ranching, the Association would construct a fence for the subdivision boundary. Any fence that would be constructed would be in conformance with Wyoming Game and Fish Department Standards as stated in the "Fencing for Wildlife Access" document dated May, 1988, on file with the administrator of planning services of Teton County, Wyoming.

E. Exterior lighting fixtures shall not cause glare to any adjacent Lot.

F. Utilities shall be installed underground. No antenna or satellite dish shall be installed on any Structure or Lot so that it is visible from any other Lot and there shall be no visible roof antenna.

ARTICLE VII
LAND CLASSIFICATIONS, USES AND RESTRICTIVE
COVENANTS

Section 1. Land Classifications. All land within Teton Sage has been classified as Residential.

Section 2. General Restrictions. The following general restrictions shall apply to all land:

A. Building Permit Required. No building, Structure, sign, fence or improvement of any kind shall be erected, placed or permitted to remain on any Structure, Lot or tract, and no excavation or other work which in any way alters any Lot from its natural or improved state existing on the date such Lot was first conveyed in fee by Declarant to an Owner, shall be erected, placed, done or permitted to remain on any Structure, Lot or tract until the plans, specifications, and exterior material samples and color selections therefor and landscape plan have been approved in writing and a building permit has been issued by the Site Committee. Plans for buildings or the refinishing or improvement of the same shall include scaled floor plans, exterior elevations indicating height, a list of exterior materials, a site plan and landscape plan. Plans and elevations shall clearly show all external features and materials for all structures. They shall show garages, porches, decks, stoops, chimneys, vents, doors and windows, trim and special architectural features. Site plans shall show the elevations of finished floors and existing and finished grades, existing trees or shrubs, and shall show the entire site and the location of all rights-of-way, easements, buildings, decks, driveways, parking areas, fences and utilities. The landscape plan shall show tree and shrub plantings, lawn areas, berms, areas to be irrigated and other features. Specifications shall describe all exterior finishes.

B. The sum of Two Hundred Dollars (\$200.00) payable to the order of the Association for each residential Lot 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. Five (5) 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, or 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. Uses, Restrictions.

A. Each residential Lot shall be used exclusively for residential purposes, and no more than one family (including its servants and transient guests) shall occupy such residence; provided, however, that nothing in this subparagraph shall be deemed to prevent:

1. Construction of guest houses in accordance with these Covenants;

2. Any artists, artisan or craftsman from pursuing his artistic calling upon the Lot or dwelling unit owned by such artisan if such artist, artisan or craftsman also used such Lot or dwelling unit for residential purposes, is self-employed and has no employees working on such Lot or in such dwelling unit, and does not advertise any product or work or art for sale to the public upon such Lot or dwelling unit;

3. The leasing of any Lot from time to time by the Owner thereof, subject, however, to all of the Restrictions as may be adopted from time to time by the Association;

4. The rental of the Principal Residence to groups on a week-to-week or longer basis, subject to such further Restrictions, rules or regulations as may be approved by the Board of the Association.

B. Each residential Lot and any and all improvements from time to time located thereon shall be maintained by the Owner thereof in good conditions 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 permitted on any Lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of their Lots. In determining whether there has been a violation of this paragraph, recognition must be given to the premise that Owners, by virtue of their interest and participation in Teton Sage, are entitled to the reasonable enjoyment of the natural benefits and surroundings of Teton Sage. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Lots and improvements located thereon, shall be placed or used upon any Lot.

D. No domestic animals or fowl shall be maintained on any Lot other than not more than two generally recognized house or yard pets, provided, however, that such animals shall at all times be restrained or leashed and provided further that 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. Horses shall not be permitted to be kept or maintained on any Lot. 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 fifty dollars (\$50.00) 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 in the sole discretion of the Board. In the event that such animal or animals are not destroyed, the Board shall assess a penalty of not more than one hundred dollars (\$100.00) 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 the right of action against the Board or any member thereof, for the impoundment or destruction of any such animal or animals.

E. No signs whatsoever, including, but without limitation, commercial, political and similar signs, visible from neighboring property, shall be erected or maintained upon any Lot, except:

1. Such signs as may be required by legal proceedings;
2. Standardized residential identification signs of a combined total face area of three square feet (3 sq.ft.) 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 square feet (6 sq.ft.) 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 square feet (3 sq.ft.) 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.

F. No house trailer, mobile home, tent, teepee or similar facility or structure shall be kept, placed or maintained upon any Lot at any time; provided, however, that the provisions of this subparagraph shall not apply to temporary construction shelters maintained during, and used exclusively in connection with, the construction of any work or improvement permitted by these covenants. No person shall reside in or live in such temporary construction shelters or facilities unless application is made therefor and approved by the Site Committee.

G. No trailer of any kind, truck camper, boat or snowmachine shall be kept, placed or maintained upon any Lot in such a manner that such trailer, truck camper or boat is visible from neighboring property or unless the same is housed and not visible from neighboring property, or approved as a temporary construction of facility as provided above.

H. No guest houses, accessory structures, buildings, garages or sheds shall be constructed, placed or maintained upon any Lot prior to the construction of the main Structure of the residence; provided, however, that the provisions of this subparagraph shall not apply to temporary construction shelters used exclusively in connection with the construction of the main Structure.

I. 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 such garbage and trash shall be in strict compliance with such rules as may be adopted by the Association, which may provide for common collection points. The maintenance of accumulated waste plant materials is prohibited. The cost of garbage and trash collection shall be in accordance with the billing of the collector, paid by each Owner as a part of the annual assessment.

J. 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 Lots or other Lots located within the subdivision, unless approved by the Site Committee.

K. There shall be no exterior fires whatsoever, except barbecue fires contained within receptacles therefor and such fires as may from time to time be permitted by the Association rules. The burning of trash, organic matter, or miscellaneous debris shall be prohibited whether in the open or in trash burning receptacles, except where approved and authorized by the Association rules.

L. An Owner shall not permit designated parking spaces to be used for the 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, motorcycles, trailers and other similar vehicles and equipment, and to regulate the use of roadways by imposing and enforcing speed limits and other restrictions, all with full power and authority to impose and enforce (by special assessments hereunder or otherwise) fines and other penalties for violations of such regulations.

M. Each residential building shall be connected to a private water supply system and such system shall conform to all applicable standards of the State of Wyoming, Teton County or any other regulatory agency.

N. Each residential building shall be connected to a private sewage disposal system at the owners' sole expense, the sewage disposal system shall conform to all applicable standards of the State of Wyoming, Teton County or other regulatory agency. No outdoor toilets shall be permitted, except for during a six (6) month period during construction.

O. The Common Roads on the Property shall be private roads at all times, and each Lot Owner shall be responsible for an equal portion of the snow removal and maintenance costs for said roads. Bushes and shrubs shall be cleared and large trees limbed within the road and highway rights-of-way to improve sight distance, with related costs being common costs.

P. No mining or other mineral extraction or development activities shall be permitted on any Lot, including the removal of gravel; provided that excavation for landscape and construction purposes may be permitted with the prior written approval of the Board.

Q. Lot Owners shall take all actions necessary to control noxious weeds as defined by the Teton County Weed and Pest Control Board and/or the Board. Because the timing for effective control of noxious weeds is very critical, if a Lot Owner fails to respond immediately to a written request for weed control from the Site Committee, the Board shall have the right to contract for such control services and the company so contracted shall have the right to enter upon any such Lot to treat noxious weeds without any liability for trespass. In the event that the Board provides for noxious weed treatment as described herein, the Owner of a Lot

treated for noxious weed control shall pay all costs incurred by the Board. Neither the Board, nor the contractor, shall be responsible for damage caused by such entry or treatment, unless the contractor is grossly negligent.

R. There is an irrigation ditch and laterals of the ditch located on the Property. The irrigation ditches are identified on the Subdivision Plat of the Property. It is essential to keep these ditches flowing freely, to avoid flooding problems caused by blockage. The Owner of any Lot upon which any irrigation ditches are located shall not take any action to plug or impede the flow of such ditches. If possible, the Owner of any such Lot shall clean out any debris which collects in the ditches located on such Lot. Any such Lot Owner shall promptly notify the Board of any animals such as beaver who are plugging ditches so that the Site Committee can take necessary control actions. No pesticides or other noxious or dangerous chemicals shall be put into or allowed to enter irrigation ditches or waterways.

1. The Declarant has elected to retain the water rights associated with the Cyclone Ditch held under State of Wyoming Permit No. 2241 on the Property and pass a proportionate share of those water rights to each Lot Owner with the purchase of the Lot. In order to provide for the orderly use of the water and maintenance of this ditch and appurtenant facilities, the chairman of the Board (or, in his/her absence, any member of the Board) shall act as a Water Steward. The Water Steward shall work with the Lot owners concerning their use of the water and act as spokesman for the Lot Owners in dealing with other land owners outside of the Property, concerning the "use" of the water flowing through the Cyclone Ditch; and any "disputes" either between Lot Owners or between Lot Owners and other property owners outside of the subdivision involving the quantity of water being used, diversion methods or any other matter relating to the use of the water shall be resolved by the Water Steward as he/she deems to be in the best interest of all parties, provided any decision shall be consistent with state water law, if relevant. All Lot Owners eligible to use the water from the Cyclone Ditch shall be responsible for paying their proportionate share of the costs of maintaining the Cyclone Ditch and appurtenant facilities, within and outside of the Property. The Water Steward shall determine from time to time, in conjunction with other water users, the amount necessary to maintain and/or repair the Cyclone Ditch and appurtenant facilities. The proportionate amount due from each Lot Owner shall be billed to the Lot Owner along with other Common Service charges for the subdivision.

2. Flood irrigation methods shall not be employed on lots once residential usage occurs to avoid potential conflicts with the function of septic drain fields.

S. The discharge of firearms, firecrackers or fireworks is forbidden without the prior express written consent of the Board.

T. 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 access to and from residential structures, with the prior written approval of the Board. The approval of the Board for access use may be terminated if such vehicles are not strictly limited to access use.

U. It is recognized by the Declarant and the purchasers or Owner of any Lot within the Property, that many wildlife species live or migrate through the Property during

various times of year. The following limitations on use and development are intended, in addition to all the other requirements of these Covenants, to protect, preserve and maintain the existing wildlife habitat on the Property and to minimize the adverse effects of development on wildlife habitat:

1. No Owner of any Lot shall remove or alter or allow others to remove or alter any of the existing vegetation thereon, except as is absolutely necessary for the clearing and preparation of the building envelope for the purpose of constructing authorized structures of roads thereon;

2. Dogs and other domestic animals shall be controlled and restrained at all times, and shall not be allowed to run at large on any portion of any Lot, except within an enclosed improvement area;

3. No hunting or shooting of guns shall be allowed on any Lot.

V. No structure shall be erected in the ditches or ponds which would penetrate or damage the lining placed therein to contain the water.

ARTICLE VIII **GENERAL PROVISIONS**

Section 1. Lot Splitting; Consolidation.

A. Two or more contiguous Lots within Teton Sage may be combined, provided notice of intention to consolidate such Lots is filed with the Site Committee. Such consolidated Lots may thereafter be treated as one building site, and such site may be subjected to these restrictions the same as a single Lot, except for the purpose of levying and collecting assessments. The Site Committee will consider the authorization of guest houses on two or more consolidated Lots.

B. No residential Lot within Teton Sage shall be split or divided or subdivided, unless such Lot as split is then consolidated with a contiguous Lot, and unless the resulting area to be built upon shall be larger than one Lot.

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

Section 3. Notices; Documents; Delivery. Any notice or other document permitted or required by the Teton Sage Covenants to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to be delivered twenty-four (24) hours after a copy of the same has been deposited in the U.S. Mail, postage prepaid, addressed as follows:

If to the Association or to the Site Committee, at P.O. Box 1027, Jackson, Wyoming 83001;

If to an Owner, then to any Lot within Teton Sage owned by the Owner;

If to Declarant, at P.O. Box 1027, Jackson, Wyoming 83001; provided, however, that 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 member.

Section 4. General Maintenance. The Board, as part of its responsibility, shall maintain, repair and provide for snow removal and maintenance activities on all Common Roads. The maintenance, repair and replacement of all improvements on each Lot shall be the responsibility of the Owner of such Lot and not the Board, except as otherwise expressly set forth below.

Section 5. Access; Certain Additional Improvements. The Board or manager shall have the irrevocable right to have access to each Lot from time to time during reasonable hours as may be necessary for making emergency repairs necessary to prevent damage to a Lot, although there shall be no affirmative duty to do so.

The Declarant reserves full rights, but not the obligation, to conduct landscaping activities on the Property, and to implement additional improvements (including without limitation fencing, pathways, signs, outdoor lighting and maintenance sheds) on the Property in the future with the consent or other authorization of the Association, the Board or the Owners, which shall not be unreasonably withheld.

ARTICLE IX **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, unless not less than sixty percent (60%) of the Owners file a declaration of termination.

Section 3. Amendment. This declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, which instrument must be recorded in the Office of the County Clerk of Teton County, Wyoming. The provisions of Article VII, Section 3P, Section 3Q and Section 3R, shall not be amended without consent of the County Commissioners of Teton County, Wyoming.

Section 4. Annexation. Additional residential Property 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 Lot 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 Covenants, Conditions or Restrictions, or any part thereof, is invalid, or for any reason becomes unenforceable, no other Covenant, Condition or Restriction, or any part thereof, shall be thereby affected or impaired; and the Declarant, grantor and grantee, their heirs, successors and assigns, shall be bound by each Article, Section, subsection, paragraph, sentence, clause and phrase of this Declaration, regardless 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 be not 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. 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 VI, Section 4A, 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 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. With respect to movement of building envelopes, approval shall be required from both the Site Committee and contiguous Lot Owners. Any variances from the provisions of Article VII, Section 3P, Section 3Q, and Section 3R, shall also require the approval of the Board of County Commissioners of Teton County. Any variances or adjustments of these Conditions, Covenants 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.

--Signature Pages Attached--

LOT 2:

Elliott E. Blinderman
Elliott E. Blinderman, as
Trustee for the Blinderman
Revocable Trust dated April
11, 1991

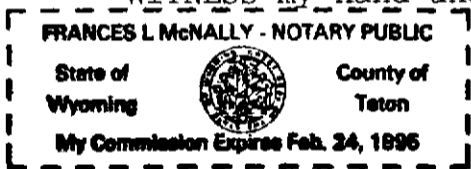
Barbara S. Blinderman
Barbara S. Blinderman, as
Trustee for the Blinderman
Revocable Trust dated April
11, 1991

Address: 1758 Clear View Drive
Beverly Hills, CA
90210

STATE OF Wyoming)
COUNTY OF Teton) ss.

The foregoing instrument was acknowledged before me by
Elliott E. Blinderman and Barbara S. Blinderman as Trustees
for the Blinderman Revocable Trust dated April 11, 1991, this
19th day of May, 1993.

WITNESS my hand and official seal.



Frances L. McNally
Notary Public

My Commission Expires: Feb. 24, 1995

This signature page is attached to and a part of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Teton Sage.

LOTS 3, 4, 5, 6 & 10:

TETON CAPITAL LIMITED
LIABILITY COMPANY, a Wyoming
limited liability company,

BY: [Signature]
its Manager

Address: P. O. Box 1027
Jackson, WY 83001

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by
Ronald D. Sauer as Manager of Teton Capital Limited
Liability Company, a Wyoming limited liability company, this
18th day of June, 1993.

~~WITNESS my hand and~~ official seal.

FRANCES L. McNALLY - NOTARY PUBLIC

State of
Wyoming



County of
Teton

My Commission Expires Feb. 24, 1995

[Signature]
Notary Public

My Commission Expires: Feb. 24, 1995

This signature page is attached to and a part of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Teton Sage.

LOTS 7 & 8:

Alvrone Sater
Alvrone Sater, Trustee of the
Alvrone Sater Trust created
under the Will of I. Rudman,
Deceased

Leonard Rifkin

Address: P. O. Box 2509
Evansville, IN
47714-0509

STATE OF INDIANA)
) ss.
COUNTY OF VANDERBURGH)

The foregoing instrument was acknowledged before me by
Alvrone Sater, Trustee of the Alvrone Sater Trust created
under the Will of I. Rudman, Deceased, this 27th day of
April, 1993.



WITNESS my hand and official seal.

Patty J. Williams
Notary Public

My Commission Expires:

My Commission Expires: 1994

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by
Leonard Rifkin this _____ day of _____, 1993.

WITNESS my hand and official seal.

Notary Public

My Commission Expires:

This signature page is attached to and a part of the Second
Amended and Restated Declaration of Covenants, Conditions and
Restrictions for Teton Sage.

LOT 9:

Michael S. Watts
Michael S. Watts

Madeline E. Watts
Madeline E. Watts

Address: 6827 Boulder Creek Lane
Riverside, CA 92506

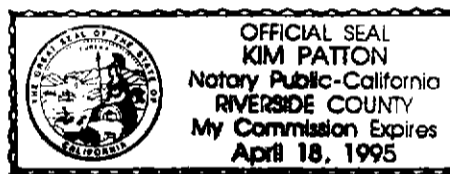
STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

The foregoing instrument was acknowledged before me by
Michael S. Watts and Madeline E. Watts this 28th day of
APRIL, 1993.

WITNESS my hand and official seal.

Kim Patton
Notary Public

My Commission Expires: 4-18-95



This signature page is attached to and a part of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Teton Sage.

LOT 11:

[Signature]
Robert R. Vignaroli

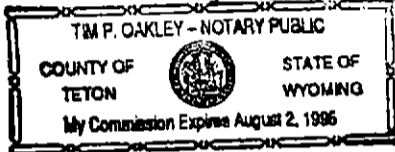
[Signature]
Sandra J. Vignaroli

Address: P. O. Box 2830
Jackson, WY 83001

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Robert R. Vignaroli and Sandra J. Vignaroli this 25 day of June, 1993.

WITNESS my hand and official seal.



[Signature]
Notary Public

My Commission Expires:

This signature page is attached to and a part of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Teton Sage.