

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WEBSTER LAPLANT HOMESTEAD**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Webster Laplant Homestead is made, declared and adopted by the undersigned, being two-thirds or more of the Owners of the Property described in Exhibit A attached hereto (collectively referred to as "Declarant"), effective upon the date of recordation in the Teton County Clerk's Office.

**1. RECITALS.** The lots described in Exhibit A (the "Property") are subject to those covenants, conditions and restrictions of record in Book 407 of Photo, pages 569-577 and Book 407 of Photo, pages 1089-1098 in the Teton County Clerk's Office (the "Prior Webster Laplant Covenants"). The Prior Webster Laplant Covenants state and provide that the owners of two-thirds or more of the property subject to the covenants have the right to amend the Prior Webster Laplant Covenants. This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Webster Laplant Homestead is adopted, declared and recorded to supercede and replace the Prior Webster Laplant Covenants.

**2. DECLARATION.** Declarant hereby declares that the Property described in Exhibit "A" attached hereto, and any part thereof, shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following Covenants, Conditions, and Restrictions, which are sometimes referred to hereafter as the "Covenants". The Covenants shall run with the property and any lot thereof, and shall be binding upon all parties having or acquiring any legal or equitable interest in or title to the Property or any part thereof, and shall inure to the benefit of every owner of any part of the Property, and shall also be enforceable as equitable servitudes.

**3. DEFINITIONS.** The following terms and phrases used in these Covenants shall be defined as follows:

A. "Board" shall mean the board of directors of the Webster Laplant Homestead Association, Inc., the nonprofit corporation established to administer and enforce the terms and conditions of this Declaration, as set forth in Paragraph 4 hereof.

B. "Owner" shall mean the record owner of a Lot, including a contract purchaser, but excluding anyone having an interest in a Lot as security for the performance of an obligation, unless and until the holder of such security interest has acquired legal title through foreclosure proceedings or a conveyance in lieu of foreclosure. For the purposes of this Declaration, the Owner of a Lot upon which a condominium has been constructed shall mean all of the condominium unit owners collectively, acting through their condominium association, which shall be one member of the Association

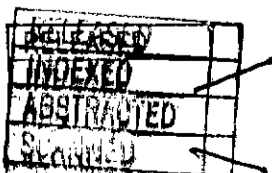
C. "Common Area" shall mean all areas of the Property except those areas on which a building or condominium building is or may be constructed, including but not limited to driveways, parking lots, sidewalks, dumpsters, and landscaped areas.

D. "Limited Common Area" shall mean all areas which are either limited to and reserved for the exclusive use of an Owner or are limited to and reserved for the common use of more than one but fewer than all Owners.

E. A "Lot" shall mean any platted lot within the Property on which a building is or may be constructed.

**4. THE ASSOCIATION.** The Association is the Webster Laplant Homestead Association, Inc., a Wyoming nonprofit corporation (the "Association") established for the purpose of administering and enforcing the provisions of the Declaration of Covenants, Conditions and Restrictions applicable to the Webster Laplant Homestead Subdivision.

A. Membership. Every Owner shall be a member of the Association. Membership in the Association shall be appurtenant to each Lot, and shall not be subject to severance from the ownership of such Lot. There shall be one membership for each Lot, regardless of the number of owners of such Lot.



Declaration of Covenants, Conditions and Restrictions  
Webster Laplant Homestead  
Page 1 of 10

Grantor: WEBSTER LAPLANT HOMESTEAD\*  
Grantee: THE PUBLIC  
Doc 0592461 bk 498 pg 866-878 Filed at 4:29 on 04/08/03  
Sherry L Daigle, Teton County Clerk fees: 62.00  
By MELISSA K SHINKLE Deputy

B. Voting. Each member shall have one vote to cast upon any matter to be decided by a vote of the members for each Lot owned. If there is more than one person or entity owning a Lot, the vote of such member shall be cast as determined by the owners of such Lot. In the event of any dispute among joint owners of a Lot, the Board shall have the right to disqualify such member from voting on an issue unless or until the joint owners of such Lot have reached agreement as to such member's vote and have provided the Board with a written copy of such agreement. Notwithstanding the foregoing, until the total number of Lots approved for Lot 23 in the Sketch Plan for the Webster Laplant Homestead development approved by the Town of Jackson (approved by the Town Council of the Town of Jackson on August 19, 1996, an administrative amendment thereto having been approved by the Town of Jackson staff in November, 1996, the first page of which includes a notation of approval by the Town of Jackson Planning Department dated March 6, 1997), have been platted and sold, Jackson Hole Mountain Resort or its successor in ownership of any portion of the Webster Laplant Homestead development which contains unplatted lots, shall have a number of votes equal to the number of unplatted lots set forth in the Sketch Plan. This provision shall apply to all matters decided by vote of the members and/or Owners, including, but not limited to, the election of directors of the Association, the approval of special assessments, amendment of these Covenants and variances from the requirements of these Covenants. In addition, until the total number of Lots approved for Lot 23 in the Sketch Plan for the Webster Laplant Homestead development have been platted and sold, Jackson Hole Mountain Resort or its successor in ownership of any portion of the Webster Laplant Homestead development shall have the right to approve or disapprove all directors appointed by the members, and shall also have the right to approve or disapprove any amendments by the Directors and/or the Architectural Committee to the Architectural and Landscaping Guidelines dated April 1<sup>st</sup> 2003 wj

C. Authority of Board. The Board shall have full power and authority to manage the business and affairs of the Association, as more fully set forth in the articles of incorporation (the "Articles") and bylaws ("Bylaws") of the Association, and to enforce the provisions of this Declaration.

D. Meetings. The members of the Association and the Board shall hold annual meetings as set forth in the Bylaws. At each annual meeting, directors shall be elected to fill all such meetings, including notices thereof, quorums, and provisions for voting in person or by proxy shall be set forth in the Bylaws.

**5. ASSOCIATION BOARD OF DIRECTORS.** The Board shall consist of three (3) persons, 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 staggered, with one each for 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 a quorum present at a meeting of the members. Membership in the Association is required for membership on the Board. A Board member shall be subject to removal by a two-thirds majority vote of a quorum at a meeting of the members of the Association. Whenever a vacancy occurs on the Board prior to an annual meeting, and subject to Paragraph 4b above, the remaining Board members shall fill the vacancy by appointment and the appointed Board member shall serve until the next annual meeting of the Association.

A. Authority and Duties. Pursuant to the powers and authority vested in it by Wyoming statutes and by the Articles and Bylaws of the Association, the Board shall be responsible for the enforcement and administration of the requirements of this Declaration, and shall be responsible for the management of the business, property and affairs of the Association. In the exercise of its authority, the Board may adopt rules and regulations, consistent with this Declaration, governing the use and development of the Property.

B. Meetings. The Board shall call and conduct the annual meeting of members, at which time expiring terms or vacant directors' positions shall be filled, and such other business shall be conducted as brought before the meeting by the Board, Architectural Review Committee or the members, and shall meet from time to time as necessary to administer and enforce this Declaration, as provided in the Articles and Bylaws.

C. Common Services.

1. Obligations of Association. The Board shall contract and pay for taxes, liability insurance, snow removal, landscaping maintenance (including replacement), lawn services, and other periodic maintenance services for the Common Areas within the Property (the "Common Services"). The Board shall prepare an annual budget estimate, and submit annual statements to each Owner based upon its estimate. Billings for Common Services shall be paid by Owners within thirty (30) days of the billing date. All Common Services shall be borne by Owners in proportion to the fraction of which the total floor area (not including decks and balconies) of building(s) on the Owner's Lot(s) is the numerator and the total floor area of buildings on all Lots is the denominator. In the event that the estimate of the Board exceeds the actual Common Services costs, each Owner shall be credited its proportionate share of the amount of excess against the following year's estimate. In the event that the estimate of the Board is less than the actual cost of Common Services, the Board shall send billings to each Owner in accordance with the proportionate shares set forth in this paragraph after the Board's funds for Common Services have been expended, with an estimate for Common Services for the remainder of the year based upon the actual expenses incurred by the Board. Additional billings shall be paid by Owners within thirty (30) days of the billing date.

2. Right of Owner to Undertake Association Obligations and to Offset Expenses. In the event that the Association fails to provide any Common Services in accordance with the standards set forth hereafter, or to pay taxes, insurance costs, or utility expenses, any Owner shall have the right to give written notice of such deficiency to the Association. If the deficiency is not corrected within 30 days after receipt of written notice, or, if such correction takes longer than 30 days, if the correction is not commenced within the 30 day period after notice and diligently pursued to completion, any Owner shall have the right to pay such taxes, insurance costs, or utility expenses or to contract for and complete such maintenance or repair and shall have the right to offset the actual and reasonable cost thereof against any dues or assessments owing to the Association, or, alternatively, shall have the right to recover all such costs from the Association and reasonable attorneys fees.

The standards applicable to the maintenance and repair of improvements and the maintenance and replacement of landscaping located on Common Area are:

- a) All landscaping areas, dumpster facilities, parking facilities, roads and utility installations shall be maintained in a safe, clean and functional status;
- b) All landscaping, including but not limited to lawns and shrubs, shall be watered, fed and otherwise tended so that it is in a healthy and viable condition during growing seasons.

A rule of reasonableness shall be applied in determining whether the standards set forth above have been complied with.

D. Special Assessments. On the approval of 3/4ths of the Owners, the Board shall have the authority to make special assessments to meet unusual or emergency conditions that have arisen with regard to the access facilities or utilities which service the Property. Special assessments shall be allocated to the Owners in accordance with the formula set forth for Common Services, and shall be payable within thirty (30) days of the billing date.

E. Limitation of Liability. No member of the Board shall be liable to any party for any action or inaction with respect to any provision of this Declaration, provided that such Board member has acted in good faith. No member of the Board shall have any personal liability in contract to an Owner or any other person or entity under any agreement or transaction entered into by a Board member on behalf of the Association pursuant to authority granted to the Board in the Bylaws.

**6. ARCHITECTURAL CONTROL.** No building, fence, wall, or other structure, landscaping or other improvement shall be commenced, constructed, erected, demolished, altered on the exterior, moved onto or maintained on any Lot within the Property, until the plans and specifications therefor have been submitted to and approved in writing by the Architectural Review Committee. The Board of the Association shall have the authority to appoint, remove and replace the members of the Architectural Review Committee and to adopt rules and

procedures to be followed by that Committee, including, among other things, frequency of meetings, voting requirements, duties and authority. The Architectural Review Committee, if appointed by the Board, or the Board acting as the Architectural Review Committee, if no Architectural Review Committee has been appointed, shall have the authority to adopt and amend architectural, design and landscaping guidelines consistent with this Declaration, and review and approve or disapprove all plans and specifications for improvements.

A. Duplicate sets of plans and specifications for any Lot improvement or alteration, including landscaping, shall be submitted to the Architectural Review Committee.

B. The Architectural Review Committee shall review the plans and specifications within fourteen (14) days from the submission thereof, and determine if the proposed use, development and plans and specifications conform to the requirements of this Declaration and the guidelines, rules and regulations adopted pursuant to it. So long as such plans and specifications comply with the Declaration and the guidelines in effect, such plans and specifications shall be approved. If the Architectural Review Committee fails to review the plans and specifications within fourteen (14) days from the submission thereof, and inform the Owner of the committee's decision regarding approval or disapproval, plans as submitted shall be deemed to have been automatically approved, provided, however, that all development must conform to applicable requirements of the approved Sketch Plan for the Webster Laplant Homestead on file with the Town of Jackson, and any development which does not so conform shall be deemed automatically disapproved and denied. The Architectural Review Committee shall retain one set of plans and specifications. Decisions of the Architectural Review Committee shall be final and binding.

No member of the Architectural Review Committee shall be liable to any party for any action or inaction with respect to any provision of this Declaration, provided that such committee member has acted in good faith. No member of the committee shall have any personal liability in contract to an Owner or any other person or entity under any agreement or transaction entered into by a committee member on behalf of the Association pursuant to authority granted to the Committee by the Board.

**7. DEVELOPMENT AND USE RESTRICTIONS.** All development and use of lots shall conform to the following requirements:

A. Provisions in Addition to Town of Jackson Regulations. Conformity with any and all applicable land use and development regulations of the Town of Jackson shall be required, in addition to the requirements of this Declaration and to the guidelines, rules and regulations adopted pursuant to it. In case of any conflict, the more stringent requirements shall govern.

B. Authorized Use. Only residential use shall be permitted, together with home occupation or similar uses permitted by the Town of Jackson. Dormitories are not permitted.

C. Floor Area/Parking Spaces Allowable for Each Lot. Each Lot of the Property shall have a maximum floor area (as defined by the approved Sketch Plan for the Webster Laplant Homestead on file with the Town of Jackson) and a number of designated parking spaces for Owners, tenants and guests, as designated on Exhibit B attached hereto and made a part hereof as amended in the Final (Intermediate) Development Plan for Phase IV of the Webster Laplant Homestead PUD and Final Plat for the Webster Laplant Homestead Fourth Addition to the Town of Jackson approved by the Jackson Town Council on April 3, 2000.

D. Occupancy Limitations. The following occupancy limitations shall apply to each and every unit ("Unit") in a building constructed on a Lot on the Property:

- 1) Not more than two individuals shall occupy a one room (studio) Unit;
- 2) Not more than two adults without children, or two adults and one child, shall occupy a one bedroom Unit;
- 3) Not more than two adults without children, or two adults and two children, shall occupy a two bedroom Unit;

4) Not more than three adults without children, or two adults and not more than four children, shall occupy a three bedroom Unit;

5) In Units of more than three bedrooms, there shall be not more than one additional adult or two children per additional bedroom.

Guests may remain in a Unit no more than two weeks in any six month period and only with the Owner or lessee present.

E. Prohibited Uses. No commercial, industrial or other nonresidential use whatsoever shall be permitted on any Lot except for home occupation type uses permitted by the Town of Jackson on residential lots.

1) Operation of motorized or non-motorized vehicles is prohibited on walkways, lawns, and landscaped areas. Operation of snow machines and other off-road vehicles is prohibited anywhere on the Property.

2) Repairing of vehicles is not permitted nor is changing of motor oil or similar maintenance.

3) No thermometers, bird feeders, plant containers, or other apparatus may be erected on an exterior surface of a building without written permission of the Association.

F. Parking, Roadways And Storage. The Association shall have full power and authority to establish and maintain rules and regulations for the parking lots and roadways within the Property. Rules and regulations for parking lots and roadways within the Property may include, among other things, speed limits, limitations on the number of parking spaces which may be used by the Units in a building on a Lot, and prohibitions against the parking and storage of motor homes, recreational vehicles, boats, motorcycles, snowmobiles, trailers and other similar vehicles and equipment.

1) No vehicles incapable of movement under its own power or otherwise not in current use may be parked on the Property nor may vehicles leaking oil or other fluids.

2) No boats, trailers, motor homes, snow machines or similar equipment may be stored on the Property.

3) Bicycles and similar non-motorized conveyances must be stored either in outside racks provided by the Association or within a Unit.

4) Grills and similar cooking equipment can be used only on lawns or balconies (not walkways) and must be stored within Units.

5) Gasoline and similar highly inflammable materials may not be stored on the Property nor placed in refuse containers.

G. Pets. No dogs (whether owned by residents or guests) shall be allowed on the Property. House pets normally kept and maintained indoors, such as birds, fish and cats, may be kept in any unit constructed on a Lot provided that they are kept and maintained so as not to cause a nuisance for any other Owner or tenant.

H. Condition of Lots. The exterior of buildings shall be maintained in a clean and sightly condition at all times, except during periods of construction or improvement. No refuse, garbage, trash, furniture, tires, or similar materials may be stored in Common or Limited Common Areas including decks, balconies, and walkways. All household trash shall be placed in plastic bags and placed in dumpsters or other bulk refuse containers provided by the Association.

I. Firearms/Fireworks. No firearms shall be discharged on the Property, and no fireworks or firecrackers shall be kept, stored or discharged on the Property.

J. Signs. No signs shall be placed or displayed within any Lot of the Property without the prior written consent of the Architectural Review Committee. All signs shall conform to the requirements of the Town of Jackson.

K. Landscaping. Each Owner shall be responsible for the planning and installation of exterior landscaping, sidewalks and ground lighting on such Owner's Lot(s) except those portions of the landscaping, sidewalks and ground lighting within parking areas and areas between streets and sidewalks which are the installation responsibility of Jackson Home Mountain Resort. A landscaping plan shall be prepared by the Owner and submitted to the Architectural Review Committee for approval. The landscaping plan shall be prepared in accordance with the design guidelines prepared by the Architectural Review Committee. The Association shall be responsible for the care and maintenance and replacement of landscaping, sidewalks and ground lighting installed in accordance with an approved landscaping plan. Owners will grant easements to the Association to permit maintenance of such improvements within Lots.

L. Noxious or Offensive Activities. No noxious or offensive activity shall be permitted on any Lot. No light shall be emitted from or on any Lot which is unreasonably bright or causes unreasonable glare for any adjacent Owner or tenant. No unreasonably loud or annoying noises, or noxious or offensive odors shall be emitted beyond the Lot lines of any Lot.

M. Utilities. Trunk water, sewer, electric, telephone, and television utilities shall be provided by Webster Laplant Homestead LLC. All utility connections from trunk lines to buildings shall be underground and shall be installed at the Owner's expense. Connection and all other Town of Jackson fees shall be the responsibility of the Owner. All utilities installed or located within Common Areas shall be maintained, repaired and replaced by the Association.

N. Construction and Landscaping. All construction shall be completed within eighteen months from the date of commencement of construction, unless the Board in its discretion and for good cause approves an extension. Landscaping, installation of ground lighting and construction of sidewalks shall be completed within sixty days of the first snow-free period after construction is completed. All construction and landscaping shall conform to the requirements of the Association as set forth in design guidelines adopted by the Architectural Review Committee.

**8. VIOLATIONS-ENFORCEMENT-LIENS-COSTS.** The limitations and requirements for land use and development set forth in this Declaration shall be enforceable by the Association or by any Owner of a Lot. Every Owner of a Lot and every owner of a condominium unit constructed on a Lot hereby consents to the entry of an injunction against him or her or his or her tenants or guests, to terminate and restrain any violation of this Declaration. Any Owner or condominium unit owner who uses or allows such Owner's Lot or condominium unit or any improvement thereon to be used in violation of this Declaration further agrees to pay all costs incurred by the Association or Owner or condominium unit owner in enforcing this Declaration, including reasonable attorney's fees. Each Owner or condominium unit owner who uses or allows such Owner's Lot or condominium unit or any improvement thereon to be used in violation hereof agrees to pay a violation charge as determined by the Board. The Association shall have a lien against each Lot or condominium unit and the improvements thereon to secure the payment of any billing for Common Services, approved special assessments or any violation charge due to the Association from the owner of such property which is not paid within the time provided by this Declaration, plus interest from the date of demand for payment at the rate of ten percent (10%) per annum. The Association is authorized to record a notice of lien in the office of the County Clerk of Teton County, Wyoming, which shall include a description of the Lot or condominium unit and the name of the owner thereof and the basis for and the amount of the lien. A copy of the notice of lien as filed in the County Clerk's office shall be sent to the owner by certified or registered mail. Any lien may be foreclosed in the manner provided for foreclosures of mortgages by the statutes of the State of Wyoming. Alternatively, the Association shall have the right to initiate civil proceedings as allowed by Wyoming law to collect any delinquent amount owed under the Declaration. In addition to the principal of any such amount, the Association shall be entitled to the payment of all costs incurred in the establishment or enforcement of any lien, and/or the costs involved in any civil proceeding, including filing costs and attorney's fees. Notwithstanding the foregoing, the Association agrees (i) that the lien granted to the Association shall be subordinate to the lien of any recorded first mortgage against any Lot in right and payment, and (ii) that no action to

foreclosure a lien authorized by this section shall be commenced by the Association without the prior written consent of the holder of the first mortgage encumbering such Lot.

**9. AMENDMENT.** This Declaration may be amended with the written consent of three-fourths (3/4ths) of the Owners of the Property, except for the provisions of paragraph 7C pertaining to parking and floor areas, the amendment of which shall also require the written consent of the Town Council of the Town of Jackson, Wyoming, and except for the provisions of Paragraph 7B pertaining to authorized use, the amendment of which shall require the unanimous consent of all Owners. Notwithstanding the foregoing, with regard to Lot 23, Jackson Hole Mountain Resort or its successor in ownership of such property shall have the right to change the permitted use of such property with the written consent of the Town Council of the Town of Jackson. Any amendment so approved shall become effective upon its recordation in the office of County Clerk of Teton County, Wyoming. Notwithstanding the foregoing, until Lot 23 is fully developed, this Declaration cannot be amended without the written approval of the owner of Lot 23 or any undeveloped portion thereof.

**10. VARIANCE.** A variance shall be allowed from the requirements of this Declaration, upon approval of two-thirds or more of the Owners of the Property, provided that any variance from the provisions of paragraph 7C shall also require the approval of the Town Council of the Town of Jackson, Wyoming.

**11. DURATION OF COVENANTS.** All of the Covenants, Conditions and Restrictions set forth herein shall continue and remain in full force and effect at all times against the Property and the owners and purchasers of any portion thereof, subject to the right of amendment as set forth in paragraph 9 hereof. If required by law, this Declaration shall be deemed to remain in full force and effect for twenty (20) year periods, and shall be automatically renewed for additional consecutive twenty (20) year periods unless two-thirds or more of all of the Owners of the Property otherwise agree in a written instrument which is recorded in the Teton County Clerk's Office.

**12. SEVERABILITY.** Any decision by a court of competent jurisdiction invalidating any part or paragraph of this Declaration shall be limited to the part or paragraph affected by the decision of the court, and the remaining paragraphs and the Covenants, Conditions and Restrictions therein shall remain in full force and effect.

**13. ACCEPTANCE OF COVENANTS.** Every Owner, purchaser, tenant and occupant of a Lot shall be bound by and subject to all of the provisions of this Declaration, and every Owner or purchaser through such owner's purchase or ownership expressly accepts and consents to the operation and enforcement of all of the provisions of this Declaration.

**14. JACKSON HOLE MOUNTAIN RESORT'S RESERVED RIGHT TO AMEND.** The Planned Unit Development (PUD) for which a Sketch Plan was approved by the Town of Jackson on November 19, 1996 shall be undertaken in phases. Jackson Hole Mountain Resort or its successor in ownership of any portion of the Webster Laplant Homestead which contains unplatted lots reserves the right in its sole discretion until such time as all Lots are sold, to amend the PUD, from time to time, to conform the same to the actual location of constructed improvements, and to establish, vacate, and relocate lots, easements, access road easements, and on-site parking areas. Jackson Hole Mountain Resort's or its successor's right to establish, vacate and relocate lots, easements, access road easements, and on-site parking areas does not apply to platted Lots or to parking spaces appurtenant to such platted Lots.

IN WITNESS WHEREOF, Declarant has executed this Declaration effective the 1<sup>st</sup> day of April, 2003.

Webster Laplant Homestead I LLC, a Wyoming Limited Liability Company

**For:**

Lot 2 of the Webster Laplant Homestead, First Addition to the Town of Jackson, Teton County, Wyoming according to that plat recorded January 5, 1998, as Plat No. 919 in the Teton County Clerk's Office

**And**

Lot 13 of the Webster Laplant Homestead, Fourth

Addition to the Town of Jackson, Teton County, Wyoming according to that plat recorded May 2, 2000, as Plat No. 983 in the Teton County Clerk's Office

Date: 4/1/03

By: W. W. Thulin  
Walter W. Thulin, Manager *Walter W. Thulin*

Date: 4/1/03

By: Edward K. Thulin by his attorney in fact  
Edward K. Thulin, Manager *Walter W. Thulin*

Date: 4/1/03

By: Joshua K. Thulin by his attorney in fact  
Joshua K. Thulin, Manager *Walter W. Thulin*

Webster Laplant Homestead Two LLC, a Wyoming Limited Liability Company

**For:**  
Lot 5 of the Webster Laplant Homestead, Second Addition to the Town of Jackson, Teton County, Wyoming according to that plat recorded October 2, 1998, as Plat No. 936 in the Teton County Clerk's Office

**And**  
Lot 17 of the Webster Laplant Homestead, Fifth Addition to Town of Jackson, Teton County, Wyoming according to that plat recorded July 27, 2001, as Plat No. 1022 in the Teton County Clerk's Office

Date: 4/1/03

By: W. W. Thulin  
Walter W. Thulin, Manager *Walter W. Thulin*

Date: 4/1/03

By: Edward K. Thulin by his attorney in fact  
Edward K. Thulin, Manager *Walter W. Thulin*

Date: 4/1/03

By: Joshua K. Thulin by his attorney in fact  
Joshua K. Thulin, Manager *Walter W. Thulin*

Webster Laplant Homestead 3 LLC, a Wyoming Limited Liability Company

**For:**  
Lots 12, 14, and 15 of the Webster Laplant Homestead, Fourth Addition to the Town of Jackson, Teton County, Wyoming according to that plat recorded May 2, 2000, as Plat No. 983 in the Teton County Clerk's Office

Date: 4/1/03

By: W. W. Thulin  
Walter W. Thulin, Manager *Walter W. Thulin*

Date: 4/1/03

By: Edward K. Thulin by his attorney in fact  
Edward K. Thulin, Manager *Walter W. Thulin*

Date: 4/1/03

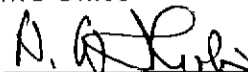
By: Joshua K. Thulin by his attorney in fact  
Joshua K. Thulin, Manager *Walter W. Thulin*

Webster Laplant Homestead 4 LLC, a Wyoming Limited Liability Company

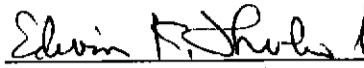
**For:**

Lot 19 of the Webster Laplant Homestead, Fifth Addition to the Town of Jackson, Teton County, Wyoming according to that plat recorded July 27, 2001, as Plat No. 1022 in the Teton County Clerk's Office


Date: 4/1/03

By:   
Walter W. Thulin, Manager *Walter W. Thulin*

Date: 4/1/03

By:  by his attorney in fact,  
Edward K. Thulin, Manager *Walter W. Thulin*

Date: 4/1/03


By:  by his attorney in fact,  
Joshua K. Thulin, Manager *Walter W. Thulin*

Webster Laplant Homestead 5 LLC, a Wyoming Limited Liability Company

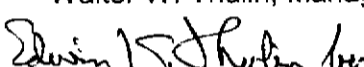
**For:**

Lots 18 and 20 of the Webster Laplant Homestead, Fifth Addition to Town of Jackson, Teton County, Wyoming according to that plat recorded July 27, 2001, as Plat No. 1022 in the Teton County Clerk's Office


Date: 4/1/03

By:   
Walter W. Thulin, Manager *Walter W. Thulin*

Date: 4/1/03

By:  by his attorney in fact,  
Edward K. Thulin, Manager *Walter W. Thulin*

Date: 4/1/03

By:  by his attorney in fact,  
Joshua K. Thulin, Manager *Walter W. Thulin*

Employee Housing Solutions, Inc., a Wyoming corporation

**For:**

Lot 21 of the Webster Laplant Homestead, Fifth Addition to the Town of Jackson, Teton County, Wyoming according to that plat recorded July 27, 2001, as Plat No. 1022 in the Teton County Clerk's Office

Date: \_\_\_\_\_

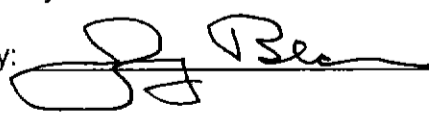
By: \_\_\_\_\_

Jackson Hole Mountain Resort Corporation, a Wyoming corporation

**For:**

Lot 23 of the Webster Laplant Homestead, Fifth Addition to the Town of Jackson, Teton County, Wyoming according to that plat recorded July 27, 2001, as Plat No. 1022 in the Teton County Clerk's Office

Date: 4/1/03

By: 

STATE OF WYOMING )

22

STATE OF WYOMING ) ss.  
COUNTY OF TETON )

On this 1st day of April, 2003, before me personally appeared Walter W. Thulin, to me personally known, who, being by me duly sworn, did say he is one of the three Managers of Webster Laplant Homestead 1 LLC, Webster Laplant Homestead Two LLC, Webster Laplant Homestead 3 LLC, Webster Laplant Homestead 4 LLC, and Webster Laplant Homestead 5 LLC, all Wyoming Limited Liability Companies, that the foregoing instrument was signed on behalf of said limited liability companies by the authority of their operating agreements, and that he signs the document as attorney in fact for the other two managers of said limited liability companies, and that the foregoing instrument is the free act and deed of these limited liability companies.

Witness my hand and official seal.

Deborah C. Kislung  
Notary Public  
DEBORAH C. KISLUNG - NOTARY PUBLIC  
COUNTY OF TETON STATE OF WYOMING  
MY COMMISSION EXPIRES MAY 25, 2003

My Commission expires: 5-25-03  
STATE OF WYOMING )  
COUNTY OF TETON ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2003, before me personally appeared \_\_\_\_\_, to me personally know, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of Employee Housing Solutions, Inc., a Wyoming corporation and that the foregoing instrument was signed on behalf of said corporation by the authority of its Board of Directors, and that the foregoing is the free act and deed of the corporation.

Witness my hand and official seal

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

My Commission expires:

STATE OF WYOMING )  
COUNTY OF TETON ) ss.

On this 1st day of April, 2003, before me personally appeared Jerry Blann, to me personally known, who, being duly sworn, did say that he/she is the President of Jackson Hole Mountain Resort Corporation, a Wyoming corporation and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and that the foregoing instrument is the free act and deed of the corporation.

Witness my hand and official seal  
CATHRYN L. BRODIE - NOTARY PUBLIC  
County of Teton State of Wyoming  
My Commission Expires Nov. 24, 2005

Cathy Brodie  
Notary Public

My commission expires:  
11-24-05

A:\WLH CCrs final draft.doc March 21, 2003

## EXHIBIT A

Lot 2 of the Webster Laplant Homestead, First Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded on January 5, 1998 as Plat No. 919 in the Teton County Clerk's Office.

Lot 5 of the Webster Laplant Homestead, Second Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded October 7, 1998, as Plat No. 936 in the Teton County Clerk's Office.

Lots 12, 13, 14, and 15 of the Webster Laplant Homestead, Fourth Addition to the Town of Jackson, Teton County, Wyoming according to that plat recorded May 2, 2000, as Plat No. 983 in the Teton County Clerk's Office.

Lots 17, 18, 19, 20, 21 and 23 of the Webster Laplant Homestead, Fifth Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded July 27, 2001, as Plat No. 1022 in the Teton County Clerk's Office.

Units 116 - 131 of the Webster Laplant Homestead Condominiums First Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on August 17, 2001 as Plat No. 1024, and further defined and described in the Declaration of Condominium recorded for said property.

Parcel Identification Numbers for Exhibit A

Lot 2	22-41-16-32-4-33-002
Lot 5	22-41-16-32-4-34-001
Lot 12	22-41-16-32-4-37-002
Lot 13	22-41-16-32-4-37-003
Lot 14	22-41-16-32-4-37-004
Lot 15	22-41-16-32-4-37-005
Lot 17	22-41-16-32-4-38-002
Lot 18	22-41-16-32-4-38-001
Lot 19	22-41-16-32-4-38-003
Lot 20	22-41-16-32-4-38-006
Lot 21	22-41-16-32-4-38-005
Lot 23	22-41-16-32-4-38-007
Unit 116	22-41-16-32-4-39-001
Unit 117	22-41-16-32-4-39-002
Unit 118	22-41-16-32-4-39-003
Unit 119	22-41-16-32-4-39-004
Unit 120	22-41-16-32-4-39-005
Unit 121	22-41-16-32-4-39-006
Unit 122	22-41-16-32-4-39-007
Unit 123	22-41-16-32-4-39-008
Unit 124	22-41-16-32-4-39-009
Unit 125	22-41-16-32-4-39-010
Unit 126	22-41-16-32-4-39-011
Unit 127	22-41-16-32-4-39-012
Unit 128	22-41-16-32-4-39-013
Unit 129	22-41-16-32-4-39-014
Unit 130	22-41-16-32-4-39-015
Unit 131	22-41-16-32-4-39-016

EXHIBIT B

WEBSTER LAPLANT HOMESTEAD  
FLOOR AREA AND PARKING ALLOCATIONS  
FILE: WLHCC&RD

LOT NUMBER*	MAXIMUM FLOOR AREA (SQUARE FEET)	PARKING SPACES ALLOCATED
1	4170	10
2	15460	38
3	13612	34
4	13924	34
5	9945	25
6	15966	39
7A	7747	
7B	6196	
TOTAL	13943	34
8A	7609	
8B	12175	
TOTAL	19784	49
9	11926	30
10	17050	42
TOTAL	135780	335

\* NOTE: THESE LOT NUMBERS REFER TO THE SKETCH PLAN APPROVED BY ADMINISTRATIVE AMENDMENT MARCH 6, 1997.