

# DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

for

## THE BAR-B-BAR RANCH

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

Grantor: BBB ACQUISITION LLC  
Grantee: THE PUBLIC  
Doc #668517 bk 615 pg 341-392 Filed at 12:35 on 01/19/06  
Sherry L Daigle, Teton County Clerk fees: 162.00  
By MELISSA K SHINKLE Deputy

Upon recording, please return to:  
**Ranck & Schwartz**  
20 East Simpson Avenue  
P.O. Box 3890  
Jackson, WY 83001

## Declaration of Covenants, Conditions and Restrictions

for

### The Bar-B-Bar Ranch

This DECLARATION OF COVENANTS, CONDITIONS, and RESTRICTIONS is made this 19<sup>th</sup> day of January, 2006, by BBB Acquisition, LLC, a Wyoming limited liability company (the "Founder").

#### PART ONE: INTRODUCTION TO THE COMMUNITY

*BBB Acquisition, LLC, as the developer of The Bar-B-Bar Ranch has established this Declaration to provide a governance structure and a flexible system of standards and procedures for the overall development, administration, maintenance and preservation of The Bar-B-Bar Ranch.*

#### ARTICLE I – CREATION OF THE COMMUNITY

**1.1 Purpose and Intent.** The Founder, as the owner of the real property described on **Exhibit A** attached hereto and made a part hereof by this reference intends by the recording of this Declaration to create a general plan of development for the residential neighborhood known as The Bar-B-Bar Ranch. This Declaration provides for the overall development, administration, maintenance and preservation of the real property now or hereafter comprising The Bar-B-Bar Ranch. An integral part of the development plan is the creation of The Bar-B-Bar Ranch Homeowners Association, an association comprised of all owners of The Bar-B-Bar Ranch, to own, operate and/or maintain various common areas and community improvements and to administer and enforce this Declaration and the other Governing Documents referred to in this Declaration.

**1.2 Binding Effect.** All property described on **Exhibit A** hereto and any additional property that is made a part of The Bar-B-Bar Ranch in the future by filing one or more Supplemental Declarations in the Public Records, shall be owned, conveyed and used subject to all of the provisions of this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all Persons having any right, title or interest in any portion of the Properties, their heirs, successors, successors-in-title, and assigns. This Declaration shall be enforceable in perpetuity by the Association, any Owner, and the Founder, but only for so long as it owns 80% of the Ranches and their respective legal representatives, heirs, successors, and assigns.

**1.3 Governing Documents.** The Governing Documents create a general plan of development for The Bar-B-Bar Ranch that may be supplemented as set forth herein. In the event of a conflict between or among the Governing Documents and any such additional

covenants or restrictions, the Governing Documents shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Properties from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. The Association may, but shall not be required to, enforce any such covenants, restrictions or other instruments.

All provisions of the Governing Documents shall apply to all Owners as well as their respective family members, tenants, guests and invitees.

If any provision of this Declaration is determined by judgment or court order to be invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications.

## ARTICLE II – DEFINITIONS

The terms used in the Governing Documents shall generally be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms shall be defined as set forth below.

**2.1 Architectural Review Committee or ARC.** The Architectural Review Committee as defined in Section 4.2.

**2.2 Association.** The Bar-B-Bar Ranch Homeowners Association, a Wyoming nonprofit corporation, its successors or assigns.

**2.3 Base Assessment.** Assessments levied on all Ranches subject to assessment under Article VIII to fund Common Expenses, as determined in accordance with Section 8.1.

**2.4 Board of Directors or Board.** The body responsible to the Members for operations of the Association, selected as set forth herein and generally serving the same role as a board of directors under Wyoming corporate law. The Board of Directors may also be referred to as the “Board”.

**2.5 Building Envelope.** The contiguous portion of a Ranch designated as the Building Envelope for such Ranch in the attached Exhibit B in accordance with Section 4.10(d) hereof, upon which all Structures otherwise permitted to be constructed upon such Ranch must be located (except for those specific improvements of the type described herein which are allowed outside of a Building Envelope). A Building Envelope can be altered in accordance with Section 4.10(e) without amendment of Exhibit B.

**2.6 Common Area.** All real and personal property, including easements other than those associated with the Roadway System, which the Association owns, leases or in which it otherwise holds, or acquires in the future, possessory or use rights for the common use and enjoyment of the Owners.

**2.7 Common Expenses.** The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of the Ranches including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.

**2.8 Community-Wide Standard.** The standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard shall be established initially by the Founder and may be more specifically defined in the Design Guidelines and in Board resolutions.

**2.9 Design Guidelines.** The architectural, design and construction guidelines and review procedures adopted pursuant to Article IV, as they may be amended.

**2.10 Founder.** BBB Acquisition, LLC, a Wyoming limited liability company, or any successor or assign who takes title to any portion of the Properties for the purpose of development and/or sale and who is expressly designated as the Founder in a recorded instrument executed by the immediately preceding Founder.

**2.11 Governing Documents.** A collective term referring to this Declaration and any applicable Supplemental Declaration, the Bylaws or the Articles of the Association, and the Design Guidelines.

**2.12 Map Showing Ranches of Bar-B-Bar.** That Map Showing Ranches of Bar-B-Bar showing The Bar-B-Bar Ranch recorded in the Public Records, and attached hereto as **Exhibit B.** The Map Showing Ranches of Bar-B-Bar includes the Properties and proposes a development of the Properties into eighteen single-family home sites, but subject to the provisions of Section 2.17 which could result in nineteen, or more with the approvals contemplated in Section 2.17, single-family homesites.

**2.13 Member.** A Person subject to membership in the Association pursuant to Section 6 2

**2.14 Mortgage.** A mortgage, a deed to secure debt, or any other form of security instrument affecting title to any Ranch or all or any portion of the Properties. "Mortgagee" shall refer to a beneficiary of a deed of trust or holder of a Mortgage.

**2.15 Owner or Owners.** One or more Persons who hold the record title to any Ranch or Ranches, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Ranch is sold under a recorded contract of sale, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.

**2.16 Person.** A natural person, a corporation, a limited liability company, a limited partnership, a registered limited liability partnership, a general partnership, a joint stock company, a joint venture, an association, a company, a trust, a bank, a trust company, a land trust, a business trust or any other legal entity.

**2.17 Properties.** The real property shown on the Map Showing Ranches of Bar-B-Bar and described on **Exhibit A** attached hereto and incorporated herein by this reference, together with such additional property as is subjected to this Declaration in accordance with Article IX. Each of the Supplemental Declarations which subject additional property to the Declaration shall provide a legal description of the real property and any Common Area included therein. If the Founder or an affiliate of the Founder purchases the property referenced on the Map Showing Ranches of Bar-B-Bar as the Moulton Homestead, the Founder may also cause that property to be included in and covered by this Declaration. The Owners, by an 80% vote, may cause any other property to be included in and covered by this Declaration.

**2.18 Public Records.** The official records of the Clerk of Teton County, Wyoming

**2.19 Ranch.** Shall be any single family residential Ranch described on the Map Showing Ranches of Bar-B-Bar as recorded in the Public Records. Such Ranches shall be referred to collectively as "Ranches".

**2.20 River Ranches.** Ranches 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 9 and 10 and the Moulton Homestead, if it becomes part of this Declaration pursuant to Section 2.17.

**2.21 Meadow Ranches.** Ranches 6A, 6B, 7A, 7B, 8A and 8B as shown on the Map Showing Ranches of Bar-B-Bar. The Founder reserves the right to reconfigure the Meadow Ranches provided that there shall not be more than 6 Meadow Ranches of not less than 35 acres each.

**2.22 Roadway System.** The roadway system shall consist of the roads within the Ranches as shown on the Map Showing Ranches of Bar-B-Bar, and as more particularly described in the attached **Exhibit C**, on which the Owners have easements for access and utilities for benefit of their Ranches and the Association has the obligation of maintenance as provided herein.

**2.23 Special Assessment.** Assessments levied in accordance with Section 8.3.

**2.24 Specific Assessment.** Assessments levied in accordance with Section 8.4.

**2.25 Structure or Structures.** An authorized structure or structures pursuant to Article IV.

**2.26 Supplemental Declaration.** An instrument filed in the Public Records pursuant to Article IX that subjects additional property to this Declaration, designates Neighborhoods, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

**2.27 Water Enhancements.** The improvements to existing streams and wetlands and the creation of ponds and other water features as shown on the Map Showing Ranches of Bar-B-Bar

**PART TWO: CREATION AND MAINTENANCE OF COMMUNITY STANDARDS**

**ARTICLE III – USE AND CONDUCT**

**3.1 Framework for Regulation.** The Governing Documents establish, as part of the general plan of development for the Properties, a framework of affirmative and negative covenants, easements and restrictions which govern the Properties. However, within that framework, the Board and the Members must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends and technology that inevitably will affect The Bar-B-Bar Ranch, its Owners and residents. Toward that end, this Article establishes procedures for modifying and expanding this Declaration.

**3.2 Rule Making Authority.**

(a) Subject to the terms of this Article and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may modify, cancel, limit, create exceptions to, or expand the guidelines and policies set forth herein. The Board shall send notice by mail to all Owners and specifically describing any such proposed action at least thirty (30) business days prior to date of Board meeting specified in the notice at which such action is to be considered. Such action shall become effective but only if approved by 80% of the Members.

**3.3 Owners' Acknowledgment and Notice to Purchasers.** All Owners are given notice that use of their Ranch is limited by this Declaration as it may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a deed for his or her Ranch, acknowledges and agrees that the use and enjoyment and marketability of his or her Ranch can be affected by this Declaration and that this Declaration may change from time to time. All purchasers of Ranches are on notice that changes may have been adopted by the Association that are not recorded in the Public Records.

**3.4 No Further Subdivision.** No Ranch shall be subject to further division or subdivision except as set forth in Section 2.21. No Ranch shall be combined in any manner except that (i) two or more contiguous parcels comprising a single Ranch, if owned by the same Owner, may be combined as one Ranch and (ii) two or more contiguous Ranches, if owned by the same Owner, may be combined as one Ranch. All Ranches must be a minimum of Thirty-Five (35) acres in size.

**3.5 No Mining, Excavating or Drilling.** The Properties shall not be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing geothermal resources, oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel, sand, top soil, or earth. Nothing contained herein shall be construed to limit the rights of the owner of a mineral interest severed from the surface of any portion of the Properties prior to the recording of this

Declaration and nothing herein shall prevent the Founder or an Owner from moving dirt, gravel rocks and other soils necessary for the development of their respective properties.

**3.6 Protection of Owners and Others.** No rule shall be adopted in violation of the following provisions, except as may be specifically set forth in this Declaration (either initially or by amendment).

(a) **Equal Treatment.** Similarly situated Owners shall be treated similarly by the Board and the Association.

(b) **Displays.** The rights of Owners to display political, religious and holiday signs, symbols, and decorations inside structures on their Ranches of the kinds normally displayed in dwellings located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions with respect to displays visible from outside the dwelling. Such restrictions may be contained in the Design Guidelines.

(c) **Household Compositions.** No rule shall interfere with the freedom of Owners to determine the composition of their households.

(d) **Activities Within Dwellings.** No rule shall interfere with the activities carried on within the confines of dwellings, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Ranches, that generate excessive noise or traffic, that create unsightly conditions visible outside from another Ranch, or that create an unreasonable source of annoyance as reasonably determined by the Board.

(e) **Insurance Rates.** Nothing shall be done or kept on the Properties that would increase the rate of insurance or cause the cancellation of insurance on any Ranch or any of the improvements located upon any Ranch or the Common Area without prior written approval of the Board.

(f) **Allocation of Burdens and Benefits.** No rule shall alter the allocation of financial burdens among the various Ranches to the detriment of any Owner over that Owner's objection expressed in writing to the Association. This provision does not affect the right to increase the amount of assessments as provided by Article VIII.

(g) **Alienations.** No rule shall prohibit or impair leasing or transfer of any Ranch, or require consent of the Association or Board for leasing or transfer of any Ranch.

(h) **Abriding Existing Rights.** If any rule would otherwise require Owners to dispose of personal property which they maintained in or on the Ranch prior to the effective date of such rule, or to vacate a Ranch in which they resided prior to the effective date of such rule, and such property was maintained or such occupancy was in compliance with this

Declaration and all rules previously in force, such rule shall not apply to any such Owners without their written consent.

(i) **Rights to Develop.** No rule or action by the Association or Board shall impede the Founder's right to develop the Properties or any property annexed into the regime of the Properties as provided for herein in accordance with the standards, terms and conditions of this Declaration and the Map Showing Ranches of Bar-B-Bar.

The limitations in subsections (a) through (i) of this Section 3.5 shall only limit rulemaking authority exercised under Section 3.2; they shall not apply to amendments to this Declaration adopted in accordance with Article XIII.

**3.7 Domestic Animals.** No animals, including pigs, poultry, fowl, wild animals, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on the Properties or any Ranch that is a part thereof, except for horses, which may be kept pursuant to Section 3.13, and such other animals for non-commercial purposes as may be allowed by the Association.

Notwithstanding the foregoing, each Ranch shall be entitled to a reasonable number of Household Pets (the term "Household Pets" means generally recognized Household Pets such as dogs, cats, fish, birds, rodents, and non-poisonous reptiles), so long as such pets are not kept for commercial purpose, are not kept in unreasonable numbers, do not cause an unreasonable amount of noise or odor, and do not otherwise become a nuisance to other Owners. Such reasonable number shall be determined according to this Declaration, as amended from time to time. All Owners or Occupants with household pets shall keep the animals controlled on the Owner's Ranch at all times so they do not cause a nuisance to others and do not harass or endanger wildlife.

The Owner of a Ranch where a Household Pet is kept, as well as the legal owner of the pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the pet, and for any clean-up of roads or other Ranches necessitated by such pet.

The Association may require an Owner, at his or her own expense, to remove a pet determined by the Association to be a nuisance pet and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the Ranch and remove the nuisance pet and any such action shall not be deemed a trespass, and the cost therefor shall be levied against the offending Owner as a Specific Assessment.

**3.8 Vehicle Parking, Storage, Operation and Repair.**

(a) No boats, trailers, buses, motor homes, campers (on or off supporting vehicles), motorcycles, snowmobiles, recreational vehicles, golf carts, trucks, industrial or commercial vehicles (both cabs or trailers), abandoned or inoperable vehicles (as defined below), or any other similar vehicles (excepting passenger vehicles and one-ton or smaller pick-up



trucks) shall be parked or stored in or upon the Roadway System, the Ranch driveways, or any other location within the Properties except within enclosed structures approved in advance by the ARC, and no vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt on any Ranch except within a completely enclosed garage which fully screens the sight and sound of the activity from the surrounding Ranches. This restriction shall not prevent the non-commercial washing and polishing of automobiles, other vehicles and boats, and the same may be parked for such purposes in any location not visible from any other Ranch, the Roadway System or any Common Areas.

(b) Notwithstanding the foregoing, vehicles may be temporarily parked on driveways of Ranches for loading, delivery or emergency purposes, but only for the time required to accomplish such purpose, and as necessary for the construction or maintenance of improvements within the Properties upon compliance with the Design Guidelines and any conditions imposed by the ARC. In addition, guests and invitees of Owners may temporarily park their vehicles on Ranch driveways for the duration of their visit, provided such time period does not exceed a reasonable time as determined in the sole and absolute discretion of the Board or the ARC.

(c) An "abandoned or inoperable vehicle" shall mean any motorized vehicle which does not display a current motor vehicle license or which has not been driven under its own propulsion for a period of two (2) weeks or longer (excepting otherwise permitted vehicles parked by Ranch Owners or Occupants on their Ranch driveways while on vacation or during a period of illness), or which does not have an operable propulsion system within the vehicle.

(d) In the event that the Board or the ARC shall determine that a vehicle is abandoned or inoperable, or is otherwise in violation of the provisions of this Section 3.10, a written notice of violation describing said vehicle shall be personally delivered to the vehicle owner (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner cannot be reasonably ascertained), and if the offending vehicle is not removed within seventy-two (72) hours thereafter, the Board or ARC (as the case may be) shall have the right to remove and store the offending vehicle, or cause the vehicle to be removed and stored, at the sole expense of the Owner of the Ranch on which the vehicle is located and to enter upon an Owner's Ranch for such purpose, all without liability on the part of the Board or ARC. Any expense incurred by the Board or the ARC pursuant to this Section may be levied against such Owner as a Specific Assessment.

(e) Motorcycles, and motorized trail bikes, mini-bikes, dirt bikes, all-terrain vehicles, mopeds, go-carts and similar motorized vehicles licensed for operation on public roads may be used or operated on the Properties only in accordance with this Declaration.

**3.9 Garbage Storage.** Garbage set out for pick up shall be stored in bear proof dumpsters or containers as defined and described in the Design Guidelines.

**3.10 Nuisance.** No noxious or offensive activity shall be carried on upon the Properties or any Ranch within the Properties, 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 or occupants in their enjoyment of their Ranches, or in their enjoyment of the Common Area. Without limiting the foregoing, no horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Properties and improvements, or vehicles, located thereon, shall be placed or used upon any Ranch.

**3.11 Common Area.** Use of all other services and amenities on the Properties, including, but not limited to the Common Area, if any, shall be managed by the Association.

**3.12 Sewage Disposal.** Each residential structure shall be connected to a private sewage disposal system constructed and located entirely within the boundaries of the applicable Ranch at the sole expense of the Owner thereof, and such sewage disposal system shall conform to all applicable standards of the Teton County, Wyoming, the State of Wyoming, or any other regulatory agency.

**3.13 Horses; Other Livestock.** The Owners of Ranches may keep a reasonable number of horses on such Ranches, such reasonable number to be determined in accordance with this Declaration as amended from time to time.

**3.14 Pesticides and Biocides.** There shall be no use of pesticides or biocides, including but not limited to insecticides, fungicides, rodenticids and herbicides, except for use in accordance with applicable laws.

**3.15 No Dumping.** There shall be no storage or dumping of trash, garbage or other unsightly or offensive material, hazardous substance, or toxic waste nor any placement of underground storage tanks other than propane tanks in, on or under the Properties.

**3.16 No Pollution.** There shall be no pollution of surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies. No activities shall be conducted on the Properties that would be detrimental to water purity.

**3.17 Limitation of Activities that Alter Natural Water Levels or Flows.** No activities shall be conducted on the Properties that could materially alter the natural water levels or flows in or over the Properties other than the Water Enhancements and such other improvements and enhancements as may be made by governmental authority of competent jurisdiction or as shall be approved by the Board.

**3.18 No Impairment of Water Resources.** There shall be no alteration of natural water courses, lakes, ponds, marshes or any other water bodies on the Properties other than in connection with the Water Enhancements or such other improvements and enhancements as may be made by governmental authority of competent jurisdiction or as may be approved by the Board.

**3.19 No Commercial Crop Production.** No Person may till or cultivate the soil for commercial crop production on the Properties. Owners shall have the right on their own Ranches to provide wildlife habitat and to raise garden crops for domestic consumption.

**3.20 Noise.** No person shall cause any unreasonably loud noise (except for security devices) anywhere on the Property, nor shall any person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Property.

**3.21 No Trade or Business.** No Trade or Business of any kind may be conducted in or from any Ranch except that an Owner or occupant of a Ranch may conduct such business activity within the Ranch so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Building Envelope; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons coming on to the Ranch who do not reside in the Properties, and (d) the business activity is consistent with the residential character of the Properties.

**3.22 Motorized Transportation Within the Ranches.** Four-wheel all terrain vehicles and snowmobiles may be used by any Owner solely within the Owner's Ranch, and solely for transportation purposes. Four-wheel all terrain vehicles and snowmobiles shall not be used for purely sporting purposes, or in such a way as to create a nuisance to the Owners of other Ranches. Four-wheel all terrain vehicles and snowmobiles may be used on the pedestrian path solely to gain access to the river, but may not be used on the dike except to gain access to the boat ramp.

**3.23 Limitation of Activities.** No Owner of any Ranch shall have the right to enter, cross, or use the property of any other Ranch except for the pedestrian easement shown on the Map Showing Ranches of Bar-B-Bar, utility easements as described herein and on the Map Showing Ranches of Bar-B-Bar, and common ingress and egress easements also set forth on the Map Showing Ranches of Bar-B-Bar. Notwithstanding the foregoing, all Owners and their guests shall have the right to traverse the full length of the dike even though owned by other Owners, provided that such access shall not be conducted in such a manner as to create a nuisance to other Owners. All Owners shall have the right to access the dike via the pedestrian easement shown on the Map Showing Ranches of Bar-B-Bar. It is understood and agreed that even though this easement is 20 feet wide, the actual trail shall be no greater than five (5) feet wide at any one point.

**3.24 Firearms; Hunting.** No Owner or any occupant shall hunt or discharge firearms on any portion of the Property.

#### ARTICLE IV – ARCHITECTURE AND LANDSCAPING

**4.1 General.** No structure shall be placed, erected, or installed upon any Ranch, and no improvements (including staking, clearing, excavation, grading and other site work, exterior alterations of existing improvements, and planting or removal of landscaping materials) shall take place except in compliance with this Article, the Design Guidelines promulgated pursuant to Section 4.3 and the Teton County Land Development Regulations.

Any Owner may remodel, paint or redecorate the interior of structures on his Ranch without approval. However, modifications to the interior of patios, and similar portions of a Ranch visible from outside the structures on the Ranch shall be subject to approval. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

This Article shall not apply to the development activities of the Founder undertaken in accordance with the Map Showing Ranches of Bar-B-Bar and this Declaration.

This Article may not be amended without the Founder's written consent so long as the Founder owns any land subject to this Declaration or subject to annexation to this Declaration.

#### **4.2 Architectural Review.**

(a) **Architectural Review Committee.** The Founder shall appoint all three (3) of the original members of the ARC and all replacements as long as the Founder owns at least 80% of the Ranches within the Properties. Thereafter, all of the members of the ARC shall be appointed by the Board.

(b) **Fees; Assistance.** The ARC will charge the applying Owner reasonable fees to reimburse the ARC for review of applications hereunder and may require such fees to be paid in full prior to review of any application pursuant to the Design Guidelines. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers or other professionals. The Association may employ architects, engineers, or other persons as deemed necessary to perform the review. The Board shall include the compensation of such persons, if any, in the fee charged by the ARC to the applying Owner.

#### **4.3 Guidelines and Procedures.**

(a) **Design Guidelines.** The Founder shall prepare the initial Design Guidelines, which may contain general provisions applicable to all of the Ranches. The Design Guidelines are intended to provide guidance to Owners, Builders and/or Architects regarding matters of particular concern to the ARC in considering applications hereunder. Approval pursuant to the Design Guidelines shall be in the sole and absolute discretion of the ARC.

The Founder shall have sole and full authority to amend the Design Guidelines as long as it owns at least 80% of the Ranches within the Properties, notwithstanding the reviewing authority of the ARC, unless the Founder delegates the power to amend to the ARC. Upon termination or delegation of the Founder's right to amend, the ARC shall have the authority to amend the Design Guidelines with the unanimous consent of the Board. Any amendments to the Design Guidelines shall not require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Design Guidelines less restrictive.

The ARC shall make the Design Guidelines available to Owners, builders and/or architects who seek to engage in development or construction within the Properties. At the Founder's discretion, such Design Guidelines may be recorded in the Public Records, in which event the recorded version, as it may be amended from time to time shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

(b) **Procedures.** Prior to submitting a formal application for any work within the scope of this Article ("Work"), Owners are encouraged at their earliest possible convenience to provide the ARC with an informal and preliminary description of the proposed Work to be completed. Such preliminary submissions shall not be required by the ARC for approval of Work, but are requested to allow the ARC to informally identify issues that would prevent a formal application from being approved. Preliminary submissions shall not require inclusion of any particular plans, specification, or designs. The ARC shall, within fifteen (15) days after receipt of an informal submission, respond in writing to the applicant Owner indicating any issues identified by the ARC in such submission that would prevent or delay a formal application from being approved.

In order to receive formal consideration from the ARC, an Owner shall submit to the ARC a formal application for approval of the proposed Work in such form as the Design Guidelines or the ARC may specify, along with any fees required for review. Such application shall include plans and specifications showing square footage, building heights, site layout, grading, structural design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, and other features of proposed construction, as applicable ("Plans"). The Design Guidelines and the ARC may require the submission of such additional information as may be reasonably necessary to consider any application. The Plans shall be in such form and shall contain such information as may be reasonably required pursuant to the Design Guidelines.

In reviewing each submission, the ARC may consider any factors it deems relevant, including without limitation, harmony of external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements. However, it is the intention of the Founder and the ARC is encouraged not to limit designs by reputable architects, especially if such structures are not visible from any other Ranch.

The ARC shall, within thirty (30) days after receipt of a completed formal application and all required information, respond in writing to the applicant at the address specified in the application. The response may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The ARC shall specify the reasons for any objections and/or offer suggestions for curing any objections.

In the event that the ARC fails to respond in writing within thirty (30) days of the submission of a formal application, approval shall be deemed to have been given, with the exception of any development proposed outside of the boundaries of the Building Envelope,

which will be deemed automatically disapproved and denied. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted pursuant to Section 4.5. Notice shall be deemed to have been given two (2) business days after the envelope containing the response is deposited with the U.S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

Until expiration of the Founder's rights under this Article, the ARC shall notify the Founder in writing within three (3) business days after the ARC has approved or disapproved any applications relating to proposed Work within the scope of matters delegated to the ARC by the Founder. The notice shall be accompanied by a copy of the application and any additional information which the Founder may require. The Founder shall have ten (10) days after receipt of such notice to override any such actions, in its sole discretion, by written notice to the ARC and the applicant.

If construction does not commence on a project for which Plans have been approved within two (2) years after the date of approval, such approval or unless the ARC grants an extension in writing (which extensions shall not be unreasonably withheld), such approval shall be deemed withdrawn, and it shall be necessary for the Owner to reapply for approval before commencing the proposed Work.

The ARC may, by resolution, exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

(c) **Obligation to Complete Construction.** Regardless of the type of improvement being constructed on a Ranch, once construction has commenced (which commencement shall be measured from the breaking of ground on the Ranch), it must be completed within twenty-four (24) months from the date construction commenced unless otherwise specified in the notice of approval or unless the ARC grants an extension in writing. The ARC shall not be obligated to grant any extension but shall not unreasonably withhold such extension if construction of the improvement(s) is being diligently pursued. Completion of improvements shall mean that a certificate of occupancy has been issued by the local governing body empowered to do so and that they are in a condition suitable for immediate occupancy by the Owner or its occupant. In the event construction is not complete within the time provided for herein, including any extensions approved by the ARC, starting thirty (30) days after written notice of such Owner's violation of this Section 4.3, the Owner shall be subject to a late completion penalty until construction is complete of One Hundred Dollars (\$100) per day for each of the first thirty (30) days after such written notice, Five Hundred Dollars (\$500) per day for each of the next thirty (30) days after such written notice and One Thousand Five Hundred Dollars (\$1,500) per day for each day thereafter, elapsed before completion of construction or complete removal of the partially completed improvements. Such penalty shall be assessed to such violating Owner as a Specific Assessment.

**4.4 No Waiver of Future Approvals.** Each Owner acknowledges that the persons reviewing applications under this Article will change from time to time and that opinions on

aesthetic matters, as well as interpretation and application of the Design Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the ARC may refuse to approve similar proposals in the future. Approval of applications or Plans for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, Plans, or other matters subsequently or additionally submitted for approval.

**4.5 Variances.** The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless approved in writing by the ARC, (b) be contrary to this Declaration, or (c) estop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not necessarily be considered a hardship warranting a variance.

**4.6 Limitation of Liability.** The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Properties but shall not create any duty to any Person. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and the ARC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements or compliance with plans and specifications, nor for ensuring that all dwellings are of comparable quality, value or size or of similar design. Neither the Founder, the Association, the Board, any committee, nor member of any of the foregoing shall be held liable for soil conditions, drainage or other general site work, for the approval or disapproval of any plans, designs or specifications, whether or not defective, or for any defects in plans revised or approved hereunder, or for any injury, damages, or loss arising out of the manner or quality of approved construction or modifications to any Ranch. In all matters, the ARC and all persons comprising the ARC shall be defended and indemnified by the Association as provided in Section 7.7.

**4.7 Certificate of Compliance.** Any Owner may request that the ARC issue a certificate of architectural compliance certifying that there are no known violations of this Article or the Design Guidelines. The Association shall either grant or deny such request within thirty (30) days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificate. Issuance of such a certificate shall estop the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

**4.8 Standard of Construction.** All improvements to the Properties made by the Founder have been or will be constructed in accordance with all applicable city, county, state and federal building codes. Founder does not warrant that its improvements to the Properties exceed,

in any manner, the minimum building standards required by applicable county, state and federal laws.

**4.9 Enforcement.** Any structure, improvement or landscaping placed or made in violation of this Article or the Design Guidelines shall be deemed to be nonconforming. Upon written request from the Founder, so long as its rights have not expired or terminated under this Article, the ARC or the Board, the Owner of the Ranch with the nonconforming structure, improvement or landscaping shall, at his or her own cost and expense, remove such structure, improvement, or landscaping and restore the property to substantially the same condition as existed prior to the nonconforming Work. Should an Owner fail to remove and restore as required, the Founder, so long as its rights have not expired or terminated under this Article, the Association or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with interest at the maximum rate then allowed by law, may be assessed against the benefited Ranch and collected as a Specific Assessment.

All approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved Work and all Work previously approved with respect to the same Ranch, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved Work, the Founder or the Association shall be authorized, after notice to the Owner of the Ranch and an opportunity to be heard in accordance with the Bylaws, to enter upon the Ranch and remove or complete any incomplete Work and to assess all costs incurred against the Ranch and the Owner thereof as a Specific Assessment.

Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines may be excluded from the Properties, subject to the notice and hearing procedures contained in the Bylaws. In such event, neither the Founder, the Association, its officers, nor directors shall be held liable to any Person for exercising the rights granted by this Section.

In addition to the foregoing, the Association and the Founder, so long as its rights have not expired or terminated under this Article, shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ARC.

**4.10 Development and Use Restrictions.** All development of the Properties shall conform to the following requirements:

(a) **Provisions in Addition to County Land Use Regulations.** Conformity with any and all applicable land use regulations of Teton County shall be required in addition to the requirements of this Declaration.

(b) **Authorized Use.** Only single-family residential use shall be permitted, together with the keeping of domestic household pets and horses subject to the limitations set



forth herein. Notwithstanding the foregoing or any provision to the contrary contained herein, the Founder shall have the right to conduct sales and marketing activities from the house currently located on Ranch 2, and from any future permanent building erected primarily as a single-family residence on property owned by the Founder within the Properties, provided, however, that no external signage shall be allowed.

(c) **Authorized Structures.** No building or structure shall be constructed on any Ranch, except one single family residence, one guest house, garage or storage structures, barns, paddocks, or similar structures, not to exceed a total of four (4) structures on any one Ranch. No helipad, landing strip or other similar structure for the takeoff or landing of any type of aircraft shall be permitted on any Ranch.

(d) **Building Envelope.** All Structures and other authorized improvements shall be constructed within a Building Envelope, except for structures specifically allowed herein, including, without limitation, driveways, fences, gates and utilities.

(e) **Changes to Building Envelope.** Current Teton County Regulations require an environmental analysis of all development in the "Natural Resource Overlay". All building and development must be approved by the Teton County Planning Department (the "Department") and nothing herein or in **Exhibit B** confers upon any Owner the right to build other than in accordance with the County Regulations. In the event that the proposed Building Envelopes shown on **Exhibit B** (i) are not acceptable to the Department or (ii) the Owner, despite using his best efforts, cannot obtain the legal right to build thereon, the ARC shall allow the Building Envelope to be moved, but only to the minimum extent necessary to comply with the directions of the Department or other legal requirements in order to allow the Owner to construct a dwelling as contemplated herein. In addition, the Building Envelopes shown on **Exhibit B** may be altered by the ARC if (i) the Board and all contiguous Owners consent to the alteration, or (ii) 80% of the Owners consent to the alteration.

**4.11 Construction.** No pre-fabricated or modular structures shall be permitted on any Ranch without approval of the ARC. Previously put to use materials designed for architectural detailing on the outside of structures may be permitted by the ARC, in the ARC's sole discretion

**4.12 Height, Size and Floor Area Limitations.** Building height, size and floor area limitations shall be as determined by the Land Development Regulations of Teton County, Wyoming and the Design Guidelines, whichever is more restrictive, provided that the main residence shall be a minimum size of 4,000 square feet of habitable living space, unless otherwise approved by the ARC.

**4.13 Utilities.** Electrical and telephone utility lines and pipes and pumps serving the Water Enhancements will be installed by Founder as shown on the Map Showing Ranches of Bar-B-Bar. Connections from improvements on Ranches to the underground utility lines shall be completed at the Owners' expense, and shall be constructed underground. Above ground utility installations are prohibited except for appurtenances necessary to access, operate and maintain the underground utilities. Any propane tank installed on a Ranch by an Owner shall be buried underground. Notwithstanding the foregoing or any other provision contained herein to the

contrary, above-ground utilities shall be permitted, in the sole and absolute discretion of the ARC, when it is impossible or impractical to install such utilities underground. In any case in which utilities or appurtenances to such utilities are installed above ground, the ARC shall determine what design and/or landscaping measures shall be taken to mitigate the visual impact of such above ground utilities or appurtenances on the Properties.

**4.14 Temporary Structures Prohibited.** No temporary structures, such as trailers, tents, shacks or other similar buildings shall be permitted on any Ranch, except during construction or as authorized by the Board or ARC.

**4.15 Satellite Dishes.** Except as otherwise approved by the ARC, A 24" or smaller diameter satellite dish shall be permitted on any Ranch, provided that such satellite dish must be visually shielded from adjacent Ranches with shielding approved by the ARC before such satellite dish is installed.

**4.16 Berms.** No berms shall be constructed or maintained on any Ranch unless the ARC, in its sole discretion approves such construction and maintenance and finds the same to be beneficial between adjacent Ranches. In connection with the foregoing, the Board may request, at the expense of the Owner seeking approval, information relating to the possible impact of the berm on other Ranches, which information may include appropriate engineering studies. An elevated leach field required by regulatory authorities shall not be considered to be a berm provided it is approved by the ARC.

**4.17 Improvement Outside the Building Envelope.** Notwithstanding any provision herein to the contrary, the Board may allow development outside of the Building Envelope on a Ranch for the purposes of improving wetlands and/or wildlife habitat, or for other similar purposes.

## ARTICLE V – MAINTENANCE AND REPAIR

**5.1 Maintenance of Ranches.** Each Owner shall maintain his or her Ranch and any and all improvements thereon, including any waterways, ponds, or other improvements, and any and all landscaping situated on the Ranch in a manner consistent with the Governing Documents, the Community-Wide Standard and all applicable covenants. If an Owner does not maintain his or her Ranch to the appropriate standards, the Association shall have the right to perform such maintenance on the Owner's behalf and the costs of such maintenance shall be assessed to the Owner as a Specific Assessment.

**5.2 Maintenance of Vacant Properties.** Each Owner of a Ranch that is unimproved is responsible for maintaining such unimproved Ranch in a garbage-free and nuisance-free condition. Such required maintenance may include other steps recommended by the Board or the ARC to maintain the natural landscape of the Ranch in a manner consistent with the Governing Documents, the Community-Wide Standard and all applicable covenants. If an Owner does not maintain his or her unimproved Ranch to the appropriate standards, the Association shall have the right to perform such maintenance on the Owner's behalf and the cost of such maintenance shall be assessed to the Owner as a Specific Assessment.

**5.3 Wildfire Mitigation and Healthy Forest Program.** The Board may adopt a wildfire fuels reduction and wildfire mitigation program that, if adopted, shall be reviewed by the Teton County Fire Marshall no less than every five (5) years. The Board may also adopt and review and update annually a program in cooperation with the United States Department of Forestry and a qualified entomologist to reduce insect infestation in trees on the Properties. Notwithstanding anything herein to the contrary, no plan or any updates referenced in this Section 5.3 shall be adopted or effective as to any Owner without the consent of the Owner or Owners directly affected by such plan, except that if 80% of the Owners consent to such a plan or plans, it or they shall be applicable to all Ranches. The Board shall provide a copy of the written program and annual updates to the Owners whose Ranches are impacted by the mitigation efforts. Such Owners shall have thirty (30) days to review the program or updates and to cast their vote on such plan or updates. Each Owner shall be obligated to remove wildfire fuels and insect-infested trees from such Owner's Ranch pursuant to the written program within ninety (90) days of the approval of the program. In the event an Owner does not perform his or her obligation pursuant to the program in a timely fashion, the Association shall perform such mitigation efforts, the cost of which shall be assessed to the Owner as a Specific Assessment. Each Owner of a Ranch shall take title to his or her Ranch subject to an easement in favor of the Association to come onto his or her Ranch for purposes of removing wildfire fuels or insect-infested trees in accordance with the program referred to in this Section. Notwithstanding the foregoing, the Association, the Board, and the individual Members shall not be liable for the failure to prepare, implement or enforce the program.

### **PART THREE: COMMUNITY GOVERNANCE AND ADMINISTRATION**

#### **ARTICLE VI – THE ASSOCIATION AND ITS MEMBERS**

**6.1 Function of Association.** The Association shall be the entity responsible for management, maintenance, operation and control of the Roadway Systems and Common Area. The Association also shall be the primary entity responsible for enforcement of the Governing Documents. The Association shall not be responsible for the management, maintenance, operation, or control of any ponds now situated or to be created on the Properties and the Owner of the Ranch upon which such pond is located shall be responsible therefore. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Wyoming.

**6.2 Membership.** Every Owner of a Ranch shall be a Member of the Association. There shall be only one membership per Ranch. If a Ranch is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 6.3(a), and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner or trustee thereof, or by the individual designated from time to time by the Owner in a

written instrument provided to the Secretary of the Association except where such privileges may be restricted by this Declaration, as amended.

**6.3 Voting.** The Association shall have one class of membership. Members shall have one equal vote for each Ranch in which they hold the interest required for membership under Section 6.2. All votes shall be cast as provided in Section 6.3(a). In the event any River Ranch shall be subdivided as contemplated in Section 8.1, or in the event any Meadow Ranch is subdivided as contemplated in Section 8.1, each Owner shall be deemed a Member of the Association, and shall have one (1) equal vote for each such subdivided Ranch. When this Declaration requires the consent or vote of "80% of the Members," or "80% of the Owners," or "80% of the Ranches within the Properties" or words to like effect for a certain action, the consent of 13 is required if there are a total of 16 Ranches subject to this Declaration, the consent of 14 is required if there are a total of 17 Ranches subject to this Declaration, and the consent of 15 is required if there are a total of 18 Ranches subject to this Declaration, and if there are more than 18 Ranches subject to this Declaration, the consent of the total number of Ranches less three shall be required. For purposes of determining who are Owners or Members of this section, such Members or Owners shall include Ranch Owners as well as persons who are under contract with the Founder to purchase a Ranch.

(a) **Exercise of Voting Rights.** The vote for each Ranch owned by a Member shall be exercised by the Owner of the Ranch. In any situation where there is more than one Owner of such Ranch, the vote for such Ranch shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Ranch's vote shall be suspended if more than one Person seeks to exercise it in a conflicting manner.

(b) **Commencement of Voting Rights.** Voting rights as to each Ranch shall vest upon the commencement of assessment obligations for such Ranch.

## ARTICLE VII – ASSOCIATION POWERS AND RESPONSIBILITIES

### 7.1 Acceptance and Control of Association Property.

(a) The Association, through action of its Board, may acquire, hold, and dispose of real property and tangible and intangible personal property.

(b) The Founder and its designees may convey real or personal property to the Association.

**7.2 Completion of Improvements.** The Founder shall be obligated to complete the Roadway System and the Water Enhancement as such systems are provided herein.

**7.3 Maintenance of Common Area and Roadway System.**

(a) The Association shall maintain, in accordance with the Community-Wide Standard, the Common Area, the Roadway System and easements, along with such portions of additional property included within the Common Area as may be dictated by this Declaration, any Supplemental Declaration, or any contract or agreement for maintenance thereof entered into by the Association.

(b) The Association may maintain other property that it does not own if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. The Association shall not be liable for any damage or injury occurring on or arising out of the condition of, property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

(c) The Association shall own and maintain the facilities and equipment within the Common Area, if any, and the Roadway System in continuous operation, except for any periods necessary, as determined in the sole discretion of the Board, to perform required maintenance or repairs, unless one hundred percent (100%) of the Members in the Association agree in writing to discontinue such operation.

(d) Notwithstanding the foregoing, the Common Area and the Roadway System shall not be reduced by amendment of this Declaration or any other means except with the prior written approval of the Founder as long as the Founder owns any property described on **Exhibit A** of this Declaration or that may become subject to this Declaration pursuant to Section 9.1

(e) The costs associated with maintenance, repair and replacement of the Common Area and any improvements thereon, and the Roadway System shall be a Common Expense; provided, the Association may assess the Meadow Ranch Owners and the River Ranch Owners differently for such costs depending upon the provision of services to each such group of Ranches and may seek reimbursement from the Owner(s) of, or other Person responsible for, certain portions of the Common Area and the Roadway System pursuant to this Declaration, and other recorded covenants, or agreements with the owner(s) thereof.

**7.4 Insurance.**

(a) **Required Coverages.** The Association, acting through its Board or its duly authorized agent, shall obtain such insurance as the Board, in its best business judgment, determines advisable. Premiums for all insurance on the Common Area shall be assessed by the Board as a Common Expense.

**7.5 Compliance and Enforcement.**

(a) The Association and every Owner and occupant of a Ranch shall comply with the Governing Documents. The Board may impose sanctions against Owners for violation

of the Governing Documents after notice and a hearing in accordance with the procedures set forth in the Bylaws. Such sanctions may include, without limitation:

(i) Imposing reasonable monetary fines (which shall not, except in the case of nonpayment of assessments, constitute a lien upon the violator's Ranch). In the event that any occupant, guest or invitee of a Ranch violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; provided however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board;

(ii) Suspending an Owner's right to vote;

(iii) Exercising self-help or taking any action to abate any violation of the Governing Documents; and

(iv) Levying Specific Assessments to cover costs incurred by the Association to bring a Ranch into compliance with the Governing Documents.

(b) In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in the Bylaws:

(i) Exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); and

(ii) Bringing suit at law or in equity to enjoin any violation or to recover monetary damages to both.

(c) In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, the Association may record a notice of violation in the Public Records or perform such maintenance responsibilities and assess all costs incurred by the Association against the Ranch and the Owner as a Specific Assessment. Except in an emergency situation, the Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

(d) All remedies set forth in the Governing Document shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action. The Association shall not be obligated to take any action if the Board reasonably determines that the Association's position is not strong enough to justify taking such action. Such a decision shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or estop the Association from enforcing any other covenant, restriction or rule.

(e) The Association, by contract or other agreement, may enforce applicable city and county ordinances, if applicable, and permit Teton County, Wyoming to enforce ordinances within the Properties for the benefit of the Association and its Members.

**7.6 Implied Rights; Board Authority.** The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

**7.7 Indemnification of Officers, Directors and Others.** The Association shall indemnify the Founder, The Jackson State Bank & Trust, for so long as it retains its current mortgage granted by the Founder covering the unsold portions of the Property, and Max C Chapman, Jr., for so long as he retains his current mortgage against the Property, and its officers, owners and agents, and every officer, director, and committee member against all damages and expenses, including attorneys' fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement or any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under Wyoming law or the Bylaws.

**7.8 Enhancement of Safety.** The Association may, but shall not be obligated to, provide for a security patrol within the Properties, and the Association may, but shall not be obligated to, maintain or support certain other activities within the Properties designed to enhance the safety of the Properties. Neither the Association nor the Founder shall in any way be considered insurers or guarantors of security within the Properties, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any patrol, systems, or measures, including any mechanism or system for limiting access to the Properties, cannot be compromised or circumvented, nor that any such patrol, systems, or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the patrol or system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants of its Ranch that the Association, its Board and committees, and the Founder are not insurers of safety and that each Person using the Properties assumes all risks of personal injury, death, and loss or damage to property, including Ranches and the contents of Ranches, resulting from acts of third parties.

**7.9 Provision of Services.** The Association shall be authorized but not obligated to enter into and terminate, in the Board's discretion, contracts or agreements with other entities, including Founder, to provide services to and facilities for the Members of the Association and their guests, lessees and invitees and to charge use and consumption fees for such services and facilities. By way of example, some services which might be offered include concierge services, property management services, landscape maintenance, pest control, caretaker, transportation, utilities maintenance, boarding of horses, and similar services. The Association may also enter into lease agreements with the Founder for the lease of a caretaker residence and other facilities for the benefit of the Association.

**7.10 Maintenance of Association Standing.** The Association shall be obligated to maintain itself in good standing with the Wyoming Secretary of State and any other governmental entities having jurisdiction over the activities or existence of the Association.

**7.11 Estoppel Certificate.** Upon request of any mortgagee or Owner and upon payment in full of all Assessments and other charges permitted by this Declaration that are due to the Association, the Association shall execute and deliver to such mortgagee or Owner an estoppel certificate. Such certificate shall be in recordable form and shall note the payment of the outstanding Assessments and charges and that the Association is estopped from the enforcement of its lien with respect to Assessment and charges becoming due and payable prior to the date of the certificate. The Association may charge a reasonable fee for the preparation of such certificate.

## ARTICLE VIII – ASSOCIATION FINANCES

**8.1 Budgeting and Allocating Common Expenses.** At least sixty (60) days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses, including any and all expenses associated with the enhancement of safety and the provision of services as set forth in Sections 7.8 and 7.9, for the coming year, including any contributions to be made to a reserve fund pursuant to Section 8.2. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Ranches, and the amount to be generated through the levy of Base Assessments, Special Assessments and Specific Assessments against each.

The Association is hereby authorized to levy Base Assessments against all Ranches subject to assessment under Section 8.6 to fund the Common Expenses. In determining the Base Assessment rate per Ranch, the Board may consider any assessment income expected to be generated from any additional Ranches reasonably anticipated becoming subject to assessment during the fiscal year. In addition, the Board may assess the “Meadow Ranches” differently than the “River Ranches” based on the difference in the provision of services to the like-situated Ranches, including certain maintenance by the Association of common streams adjacent to or situated on the River Ranches. Notwithstanding the foregoing, the Meadow Ranches shall be assessed substantially similarly for Common Expenses assessed to such Ranches as a group, and the River Ranches shall be assessed substantially similarly for Common Expenses assessed to such Ranches as a group. In the event that any River Ranch 6 is subdivided as provided in Section 2.21 to allow development of an additional Ranch (which shall be designated as, for example, Ranch 6-A and 6-B, each such additional Ranch shall be deemed a separate Ranch and the Owner of such additional Ranch shall be a member of the Association and it shall be subject to this Declaration. In the event any Meadow Ranch combines to form an additional Ranch or Ranches, they shall be designated Ranches 11 and, if necessary, Ranch 12. In either or both cases, each such additional Ranch shall be deemed a separate Ranch and the Owner of such additional Ranch shall be a member of the Association, and it shall be subject to this declaration



The Founder may, but shall not be obligated to, reduce the Base Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by Founder under Section 8 7(b)) which may be either a contribution or an advance against future assessments due from the Founder, in the Founder's discretion. Any such subsidy shall be disclosed as a line item in the income portion of the budget. The payment of such subsidy in any year shall not obligate the Founder to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and the Founder.

The Board shall send a copy of the final budget, together with notice of the amount of the Base Assessment to be levied pursuant to such budget, to each Owner not less than thirty (30) nor more than sixty (60) days prior to the effective date of such budget. Such budget and assessment shall automatically become effective unless it exceeds the limitation on increases of assessments provided for in Section 8.5.

Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver modification or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

The Board may revise the budget and adjust the Base Assessment from time to time during the year, subject to the notice requirements and the limitations on increases of assessments provided for in Section 8.5.

**8.2 Budgeting for Reserves.** The Board shall prepare and review at least annually a reserve budget for the Common Area and the Roadway System. The budget shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall include in the Common Expense budget adopted pursuant to Section 8.1, a capital contribution paid by Owners to fund reserves in an amount sufficient to meet the projected need with respect both to amount and timing by annual contributions over the budget period.

**8.3 Special Assessments.** In addition to other authorized assessments, the Association may, subject to the limitations of Section 8.5, levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against the entire membership, if such Special Assessment is for Common Expenses or against an individual Ranch or Ranches if such Special Assessment is for an unbudgeted expense relating to less than all of the Ranches. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall provide notice by first class mail to the Owner(s) of the Ranch(s) subject to the Special Assessment not less than thirty (30) nor more than sixty (60) days prior to the Special Assessment becoming due.

**8.4 Specific Assessments.** The Association shall have the power to levy Specific Assessments against a particular Ranch as follows:

(a) To cover the costs, including overhead and administrative costs, of providing services to a Ranch upon request of an Owner pursuant to any menu of special services which may be offered by the Association (which might include items identified in Section 7.9) Specific Assessments for special services may be levied in advance of the provision of the requested service; and

(b) To cover costs incurred in bringing a nonconforming Ranch into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of a nonconforming Ranch, their agents, contractors, employees, licensees, invitees or guests; provided, the Board shall give the nonconforming Ranch Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying any Specific Assessment under this subsection (b).

**8.5 Limitation on Increases of Assessments.** Notwithstanding any provision to the contrary, and except for assessment increases necessary for emergency situations or to reimburse the Association pursuant to Sections 8.4(a) or (b) the Board may not impose a Base Assessment that is more than twenty percent (20%) greater than each of those assessments for the immediately preceding fiscal year, nor impose a Special Assessment which in the aggregate exceeds five percent (5%) of the budgeted Common Expenses for the current fiscal year, without a majority vote of a quorum of the Members who are subject to the applicable assessment at a meeting of the Association, or action without meeting by written ballot in lieu thereof signed by all of the Members of the Association.

For purposes of this Section, "quorum" means more than fifty percent (50%) of the total voting power of the Association subject to the applicable assessment. For purposes of this Section, the term "Base Assessment" shall be deemed to include the amount assessed against each Ranch plus a pro rata allocation of any amounts the Association received through any subsidy or maintenance agreement, if any, in effect for the year immediately preceding the year for which the assessment is to be increased.

An emergency situation justifying a Special Assessment may be, but shall not be limited to, any one of the following:

- (a) An extraordinary expense required by an order of a court;
- (b) An extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible where a threat to personal safety on the Properties is discovered; or
- (c) An extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible which expense could not have been reasonably foreseen by the Board in preparing and distributing the budget as provided for in Section 8.1. However, prior to the imposition or collection of such an assessment, the Board

shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. Such resolution shall be distributed to the Members with the notice of such assessment. In no event shall such resolution become effective against the Founder so long as the Founder owns at least 80% of the Ranches within the Properties unless the Founder consents in writing by executing any such resolution.

**8.6 Authority to Assess Owners; Date of Commencement of Assessments; Time of Payment.** The Founder hereby establishes that the Association is authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. Subject to Sections 8.1, 8.7 and 10.10, the obligation to pay the assessments provided for herein shall commence as to all Ranches on the first day of the month following the first conveyance of a Ranch to an Owner not affiliated with the Founder. The first annual assessment shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Ranch.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Ranch and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, annual assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his or her Ranch, the Board may require the outstanding balance on all assessments to be paid in full immediately.

**8.7 Personal Obligation.**

(a) Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a rate of eighteen percent (18%) per annum or such other rate as the Board may establish, subject to the limitations of Wyoming law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Ranch until paid in full. Upon a transfer of title to a Ranch, the grantee shall not be personally liable for any assessments and other charges due at the time of conveyance unless expressly assumed by him or her, but such transferred Ranch shall remain subject to any liens imposed upon it pursuant to Section 8.8 herein. No first Mortgagee who obtains title to a Ranch by exercising the remedies provided in its Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver modification or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner may exempt himself or herself from liability for assessments by non-use of the Common Area or the Roadway System, by abandonment of his or her Ranch, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Association shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

(b) **Founder's Obligations for Assessments.** The Founder is subject to the payment of assessments against Ranches that it owns.

**8.8 Lien for Assessments.** Each Owner, by his or her acceptance of a deed to a Ranch, hereby vests in the Association and its agents the right and power to bring all appropriate actions against such Owner personally for the collection as a debt of any unpaid and delinquent billings for Base Assessments, Common Assessments, Special Assessments, Specific Assessments, interest, late fees, enforcement costs and other charges owing by such Owner in accordance with the terms hereof. Additionally, in order to secure payment of any billings for Base Assessments, Common Assessments, Special Assessments and Specific Assessments, as well as interest, late fees, enforcement costs and other charges due hereunder, Founder hereby retains, so long as Founder owner owns at least eighty percent (80%) of the Ranches within the Properties, and each Owner by his or her acceptance of a deed to a Ranch, hereby grants the Association and its agents a lien for such Base Assessments, Common Assessments, as well as Special Assessments and Specific Assessments, interest, late fees, enforcement costs and other charges for which such Owner is responsible under the terms hereof. The Board, acting on behalf of the Association, is authorized to record a notice of any unpaid amounts secured by such lien in the Public Records, which shall include a description of the applicable Ranch and the name of the Owner thereof and the basis for the amount of the lien. Said lien shall be enforceable by the Association or its agents through all appropriate methods available under applicable Wyoming law for the enforcement of such liens, including without limitation, non-judicial foreclosure, and the Founder and each such Owner hereby expressly grant to the Association a power of sale in connection with said lien. The Association may designate a trustee in writing from time to time to post or cause to be posted the required notices and to conduct such foreclosure sale. The trustee may be changed at any time and from time to time by an instrument in writing and signed by the President or a Vice President of the Association and attested by the Secretary or any Assistant Secretary of the Association and filed for record in the Public Records. The lien herein retained and granted is and shall be expressly subordinate in all respects to any Mortgage predating the charge in question (as evidenced by the recording date of a notice of unpaid assessments in the Public Records). Any holder of a Mortgage that predates the date of the charge in question and who acquires title to a Ranch through foreclosure of its

Mortgage or acceptance of a deed in lieu of foreclosure thereunder, shall not be liable for the unpaid portion of any such charges relating to the Ranch in question that arose prior to such acquisition. Additionally, after any such foreclosure or deed in lieu of foreclosure, such Ranch shall remain subject to this Declaration and the above-described lien and the new Owner of such Ranch shall thereafter be personally liable for all charges of the type described above which relate to such Ranch and which become due after such new Owner acquires title to said Ranch by foreclosure or by acceptance of a deed in lieu of foreclosure. Except as otherwise provided above as to holders of Mortgages or by applicable law, no sale or transfer of any Ranch shall: (a) relieve any Owner thereof from personal liability for any of such unpaid charges attributable to the applicable Ranch which become due prior to the date of such sale or transfer; or (b) satisfy or extinguish the above-described lien in respect of such unpaid charges.

#### **PART FOUR: COMMUNITY DEVELOPMENT**

##### **ARTICLE IX – EXPANSION OF THE COMMUNITY**

**9.1 Expansion by the Founder.** Founder may not, without the unanimous approval of all Owners, subject to the provisions of this Declaration, add additional property, except as described in Section 2.17 hereof.

**9.2 Additional Covenants and Easements.** Except with the unanimous consent of the Owners or as otherwise provided in Section 2.17, the Founder may not subject any portion of the Properties to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through the various Assessments as provided for herein. The Founder may, so long as it owns at least eighty percent (80%) of the Ranches within the Properties, without consent of the Owners, file amendments to this Declaration to (i) better identify existing easements and may cause such easements to be moved by up to twenty (20) feet, so long as such relocation does not negatively impact any Ranch, (ii) correct any manifest typographical or clerical errors, or (iii) make other minor modifications which do not negatively impact any Ranch.

##### **ARTICLE X – ADDITIONAL RIGHTS RESERVED TO FOUNDER**

**10.1 Marketing and Sales Activities.** The Founder may maintain and carry out upon any of the Properties owned by Founder such facilities and activities as, in the sole opinion of the Founder, may be reasonably required, convenient or incidental to the sale of Ranches, including, but not limited to, signs, and other forms of advertising. The Founder and authorized invitees shall have easements for access over the Ranches for this limited purpose.

Founder shall have the right to conduct sales and marketing activities from the house currently located on Ranch 2, and from any future permanent building erected primarily as a single-family residence on property owned by the Founder within the Properties, provided, however, that no external signage shall be allowed. Founder shall also have the right to conduct marketing and sales activities on portions of the Properties that it owns.

**10.2 Right to Develop.** The Founder and its employees, agents and designees shall have a right of access and use and an easement over and upon all of the Common Area, if any, and the Roadway System for the purpose of making, constructing and installing improvements to such areas as it deems appropriate in its sole discretion. Founder agrees that it or the Person exercising such easement shall be responsible for any damage caused to such areas as a result of the exercise of the easement.

**10.3 Right to Approve Additional Covenants.** For so long as the Founder owns property subject to this Declaration, no Person shall record any declaration of covenants, conditions and restrictions, declaration of condominium or similar instrument affecting any portion of the Properties without the Founder's review and written consent except that an Owner may grant without Founder's consent a conservation easement affecting any portion of the Properties he/she/it owns. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Founder and recorded in the Public Records.

**10.4 Right to Approve Changes in Community Standards.** No amendment to or modification of the Design Guidelines shall be effective without prior notice to and the written approval of the Founder so long as the Founder owns at least eighty percent (80%) of the Ranches within the Properties subject to this Declaration.

**10.5 Right to Transfer or Assign Founder Rights.** Any or all of the special rights and obligations of the Founder set forth in this Declaration may be transferred in whole or in part to other Persons; provided, the transfer shall not reduce an obligation or enlarge a right beyond that which the Founder has under this Declaration. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Founder and duly recorded in the Public Records. The foregoing sentence shall not preclude the Founder from permitting other Persons to exercise, on a one-time or limited basis, any right reserved to Founder in this Declaration where Founder does not intend to transfer such right in its entirety, and in such case it shall not be necessary to record any written assignment unless necessary to evidence Founder's consent to such exercise.

**10.6 Exclusive Rights to Use Name of Development.** No Person shall use the name "Bar-B-Bar" or any derivative of such name in any printed or promotional material without the Founder's prior written consent. This exclusive reservation of right to the Founder shall not apply to limit: (i) Owners, who may use the name "Bar-B-Bar" in printed or promotional matter where such term is used solely to specify that particular property is located within The Bar-B-Bar Ranch; and (ii) the Association, which shall be entitled to use the words "Bar-B-Bar" in its name.

**10.7 Special Districts.** The Founder, so long as it owns at least eighty percent (80%) of the Ranches within the Properties, hereby reserves the right to create any assessment, water, road or any other type of special district which, in its sole opinion, is beneficial to the Properties. The Association and each and every Owner, by accepting a deed to a Ranch, agrees to cooperate with the Founder in creating and implementing such district. Nothing in this Section shall create an obligation on the Founder to create or implement such districts.

**10.8 Right to Appoint Members of Board and Architectural Review Committee**

The Founder, so long as it owns eighty percent (80%) of the Ranches within the Properties, shall have the right to appoint the initial members of the Board of Directors of the Association and the initial members of any committee of the Board, including but not limited to the Architectural Review Committee, except as otherwise provided in the Bylaws.

**10.9 Right to Delay Commencement of Association Meetings or Assessments.**

The Founder, so long as it owns eighty percent (80%) of the Ranches within the Properties, hereby reserves the right to delay the commencement of Association meetings or to delay implementation of Association assessments as required hereunder and in the Bylaws.

**10.10 Termination of Rights.**

Except as otherwise specifically provided for in this Declaration, when Founder no longer owns eighty percent (80%) of the Ranches within the Properties, the rights contained in this Article shall terminate unless Founder elects to terminate such reservations at an earlier date. The Founder may from time to time relinquish and surrender one or more but less than all of the reserved rights, in which event the unrelinquished reserved rights shall remain fully valid and effective for the remainder of the term thereof.

**PART FIVE: PROPERTY RIGHTS WITHIN THE COMMUNITY**

**ARTICLE XI – EASEMENTS**

**11.1 Easements in Common Area.**

The Founder grants to each Owner a non-exclusive right and easement of use (subject to the rights of other Owners, Members and the Association), access, and enjoyment in and to the Common Area, if any, subject to:

- (a) The Governing Documents and any other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) The rules adopted by the Board as supplemented and amended from time to time, regulating the use and enjoyment of the Common Area;
- (d) The right of the Board to suspend the right of an Owner to use the Common Area (i) for any period during which any charge or assessment against such Owner's Ranch remains delinquent, and (ii) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation of the Governing Documents after notice and a hearing pursuant to the Bylaws.

Any Owner may extend his or her right of use and enjoyment of the Common Area to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Ranch shall be deemed to have assigned all such rights to the lessee of such Ranch for the period of the lease.

**11.2 Easements for Utilities.**

(a) All dedications, limitations, restrictions and reservations of easements, including those for drainage, shown on the Map Showing Ranches of Bar-B-Bar or any other final map of the Properties prepared and recorded by the Founder are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth in this Declaration.

(b) The Founder hereby grants to the Association and, so long as the Founder owns any property described on **Exhibit A** of this Declaration or annexed hereto pursuant to Article IX of this Declaration, reserves for itself, and reserves the right to grant to utility providers and the Association, perpetual non-exclusive utilities easements located as described on **Exhibit B**, attached hereto and incorporated herein by this reference, along with the limited right to relocate such easements within twenty (20) feet of the location described on **Exhibit B** to the extent reasonably necessary, for the purpose of:

(i) Installing utilities and infrastructure to serve only the Properties, including without limitation cable and other systems for sending and receiving data and/or other electronic signals, security and similar systems, walkways, pathways and trails and drainage systems and signage;

(ii) Inspecting, maintaining, repairing and replacing such utilities and infrastructure to serve the Properties; and

(iii) Access to read utility meters.

(c) All work associated with the exercise of the easements described in subsection (b) of this Section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures on any Ranch, nor shall it unreasonably interfere with or negatively impact the use of any Ranch and, except in an emergency, entry onto any Ranch shall be made only after reasonable notice to the Owner or occupant.

**11.3 Easements for Maintenance, Emergency and Enforcement.** The Founder grants to the Association easements over the Common Area and the Roadway System as necessary to enable the Association to fulfill its maintenance responsibilities under Section 7.3. The Association shall also have the right, but not the obligation, to enter upon any Ranch, but not to enter any structure thereon, for emergency, security, and safety reasons and to inspect for the purpose of ensuring compliance with and to enforce the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.



**11.4 Easements for Cross-Drainage.** Every Ranch shall be burdened with easements for natural drainage of storm water runoff from other portions of the Properties; provided, no Person shall alter the natural drainage on any Ranch to increase materially the drainage of storm water onto adjacent portions of the Properties without the consent of the Owner(s) of the affected Ranch and the Board.

**11.5 Easement for Emergency Vehicles.** The Properties are hereby burdened with an easement allowing all policemen, firemen, ambulance personnel, and similar emergency personnel entry to perform their duties, including the enforcement of traffic regulations.

**11.6 Title to and Use of Roadway System.** Title to the portion of the Roadway System that is contained within the boundaries of a Ranch (the "Burdened Ranch") shall be retained by the Owner of the Burdened Ranch and shall be subject to the provisions of this Declaration. Title to the portion of the Roadway System that is not contained within the boundaries of a Ranch shall be retained by the Owner of the property on which such portion of the Roadway System is located and shall be subject to the provisions of this Declaration. Each Owner and occupant and each of his or her guests or invitees shall have a non-exclusive easement and right-of-way to use the Roadway System for vehicular and pedestrian ingress, egress and access to and from their Ranch and for private road purposes.

The Association shall have the right to control vehicular circulation through the Properties by such means as establishing speed limits, by installing speed bumps or by any other means reasonably adopted by the Association.

**11.7 Recreational Easements.** All Owners and their guests may use the pedestrian easement shown on the Map Showing Ranches of Bar-B-Bar to access and traverse the dike, provided that such access shall not be conducted in such a manner as to create a nuisance to other Owners. No Owner shall be entitled under the recreational easement or otherwise to fish the commonly maintained streams on any other Owner's Ranch. Motorized vehicles may be used within the easement for the sole purpose of maintaining the easement area. Motorized vehicles of any kind are otherwise prohibited in the easement area.

The location of the recreational easements provided in this Section may be changed by amendment of this Declaration. Notwithstanding the foregoing, before presenting a change of recreational easement location to a vote of the Association, the Board shall obtain the written consent of the Owner of any Ranch burdened by such recreational easement if the location of the recreational easement will change within the boundary of that Owner's Ranch.

## **PART SIX: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY**

### **ARTICLE XII – DISPUTE RESOLUTION AND LIMITATION ON LITIGATION**

**12.1 Consents for Association Litigation.** Except as provided in this Section, the Association shall not commence a judicial or administrative proceeding without the approval of a

majority of a quorum of the Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the Governing Documents (including, without limitation, the foreclosure of liens); (b) the collection of assessments; or (c) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

**12.2 Alternative Method for Resolving Disputes.** The Founder, the Association, its officers, directors, and committee members, if any, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the Properties, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances or disputes arising from or in connection with these covenants shall be resolved using the procedures set forth in Section 12.3 in lieu of filing suit in any court.

**12.3 Mandatory Procedures.**

(a) **Request for Resolution.** Any Bound Party having a Claim ("Claimant" against any other Bound Party ("Respondent") (collectively, the "Parties") shall notify each Respondent in writing (the "Request for Resolution"), stating plainly and concisely:

1. The nature of the Claim, including the Persons involved and Respondent;
2. The legal and/or factual basis of the Claim;
3. Claimant's proposed remedy; and
4. That Respondent must respond to the Request for Resolution within thirty (30) days of its receipt or it will be deemed to have been rejected.

(b) **Arbitration.** If the parties have not resolved the Claim within the time set forth in the Request for Resolution, Claimant may assert the Claim in arbitration in Teton County, Wyoming, such arbitration to be conducted by any arbitrator agreeable to the parties, or, in the absence of such an agreement, by the American Arbitration Association. The arbitration shall be final, binding and non-appealable, and the award resulting therefrom may be enforced through any court of competent jurisdiction. Each Bound Party hereby waives his or her right to a jury trial and right to seek redress for any Claim in a court of law.

**12.4 Allocation of Costs of Resolving Claims.**

(a) Subject to Section 12.4(b), each Party shall bear its own costs, including attorneys' fees, and each Party shall share equally all charges rendered by the arbitrator(s).

(b) The arbitrator(s) may, as part of any award, assign costs and attorneys' fees to Claimant or Respondent(s).

### ARTICLE XIII – AMENDMENT OF DECLARATION

**13.1 By the Founder.** In addition to specific amendment rights granted elsewhere in this Declaration, the Founder may unilaterally amend this Declaration if such amendment is necessary to (i) bring any provision into compliance with any applicable governmental statute, rule, regulation or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage on the Ranches; (iii) enable any institutional or Federal National Mortgage Association or Federal Home Loan Mortgage Corporation to make, purchase, insure or guaranty mortgage loans on the Ranches or (iv) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to or use of any Ranch unless the Owner thereof shall consent in writing.

**13.2 By Members.** Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of at least eighty percent (80%) of the Members.

No provision of this Declaration that requires action by the Board of Commissioners for Teton County, Wyoming may be amended without prior written approval of the Board of Commissioners for Teton County, Wyoming. Sections 4.10(d) and 5.3 of this Declaration may not be amended without prior written approval of the Board of Commissioners for Teton County, Wyoming.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

**13.3 Validity and Effective Date.** Except as specifically provided for elsewhere in the Declaration, no amendment may remove, revoke, or modify any right or privilege of the Founder without the written consent of the Founder.

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within ninety (90) days of its recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

**13.4 Subordination by Current Mortgage Holders.** The undersigned Jackson State Bank & Trust ("JSB") and Max C. Chapman, Jr. ("Chapman") currently hold mortgage

interests in the Properties, and they hereby subordinate their interests to the interests and rights of the Owners and the Founder granted and conveyed by this Declaration. For so long as JSB and Chapman retain their current mortgages against the Property, this Declaration may not be amended without their written consent, which may not be unreasonably withheld. Once the mortgage interests described herein have been released, neither JSB nor Chapman shall have any rights with respect to the Properties, including any rights with respect to this Declaration.

IN WITNESS WHEREOF, the undersigned Founder has executed this Declaration the date and year first written above.

BBB ACQUISITION, LLC, a Wyoming limited liability company,

By: Mercer Reynolds  
Name: MERCER REYNOLDS III  
Title: Managing Member

THE JACKSON STATE BANK & TRUST

By: [Signature]  
Name: CHRISTOPHER P. SANDVIK  
Title: SENIOR VICE PRESIDENT

Max C. Chapman, Jr.  
MAX C. CHAPMAN, JR.

STATE OF OHIO                    )  
  ) ss.  
COUNTY OF HAMILTON        )

On <sup>January</sup> 17th, 2006, before me, <sup>BAN</sup> Barbara A. McMillin, Notary Public, personally appeared Mercer Reynolds, III, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that



CONSENT

The undersigned Linger Longer West, LLC, Owner of Ranches 9 and 10, hereby consents to the application of this Declaration to such Ranches.

LINGER LONGER WEST, LLC, a  
Wyoming limited liability company,

By: Mercer Reynolds  
Name: MERCER REYNOLDS, III  
Title: Managing Member

STATE OF OHIO )  
 ) ss.  
COUNTY OF HAMILTON )

On <sup>January</sup> 17th, 2006, before me, <sup>Sam</sup> Barbara A. McMillan, Notary Public, personally appeared Mercer Reynolds, III, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument, the person or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Barbara A. McMillan  
Notary Public  
My commission expires: 6-25-06

269198 21



BARBARA A. McMILLAN  
Notary Public, State of Ohio  
My Commission Expires 06-25-06



EXHIBIT A

DESCRIPTION  
OF CHAPMAN UPLAND AND RIPARIAN  
PROPERTY BOUNDARY

TO WIT:

A PARCEL OF LAND being located in parts of the S ½ of the N ½, SE ¼ and the SW ¼ of Section 21, including part of Lot 2, and Lots 3 and 4 of said Section 21, and the NW ¼ of the NE ¼ and the N ½ of the NW ¼ of Section 28, including Lot 1 of said Section 28, Township 42 North, Range 116 West of the Sixth Principal Meridian, Teton County, Wyoming;

said parcel is more particularly described as follows:

BEGINNING at the point for center north one-sixteenth section corner of said Section 28, identical with the north corner common to Lots 4 and 5, Teton Cascades subdivision recorded as Plat No. 685, witnessed by a steel reinforcement rod 5/8 inches diameter with an aluminum cap 2 ins. diameter inscribed: PE&LS 2612, which bears S 0° 47' 33" E, 1.92 feet from the true point, found this survey;

thence N 89° 24' 25" E on the E and W centerline of the northeast one-quarter of said Section 28, identical with the north boundary of said Teton Cascades, 426.27 feet to a point marking the SE corner of this parcel identical with the southwest corner of Bar-B-Bar Meadows subdivision recorded as Plat No. 763, monumented with a steel reinforcement rod 5/8 inches diameter with a yellow plastic cap inscribed PLS 3831, found this survey;

thence leaving said E-W centerline along the east boundary of this parcel identical with the west boundary of said Bar-B-Bar Meadows subdivision through the following record courses N 19° 14' 43" E, 264.61 feet to a point;

thence N 10° 57' 09" W, 471.38 feet to a point;

thence N 16° 08' 33" E, 335.35 feet to a point;

thence N 13° 34' 56" E, 256.08 feet to a to a steel reinforcement rod 5/8 inches diameter with an aluminum cap 1-½ ins. diameter inscribed: PE&LS 2612, found this survey;

thence N 28° 57' 52" E, 56.09 feet to a to a steel reinforcement rod 5/8 inches diameter with an aluminum cap 1-½ ins. diameter inscribed: PE&LS 2612, found this survey;

thence N 29° 05' 01" E, 230.69 feet to a to a point,

thence N 17° 13' 19" E, 384.55 feet to a steel reinforcement rod 5/8 inches diameter with an aluminum cap 1-½ ins. diameter inscribed: PE&LS 2612, found this survey;

thence N 11° 02' 08" E, 172.96 feet to a point located on the south boundary of Parcel B of the George D. and Abbey M. O'Neill Tracts recorded as Map No. T-428D, monumented with a steel reinforcement rod 5/8 inches diameter with an aluminum cap 1-½ ins. diameter inscribed: PE&LS 2612, found this survey;

thence S 89° 38' 27" W, along said south boundary 39.24 feet to the southwest corner of Tract B of said George D. and Abbey M. O'Neill Tracts, monumented with a steel reinforcement rod 5/8 inches diameter with an aluminum cap 1-½ ins. diameter inscribed: PE&LS 2612, found this survey;

thence along the west boundary of said Tracts N 17° 06' 57" W, 133.07 feet to a point;

thence continuing along said west boundary of said Tracts N 1° 27' 17" E, 131.00 feet to a point;

thence N 17° 01' 22" E, 68.48 feet to a steel reinforcement rod 5/8 inches diameter with an aluminum cap 1-½ ins. diameter inscribed: PE&LS 2612, found this survey;

thence N 42° 15' 38" E, 92.34 feet to a steel reinforcement rod 5/8 inches diameter found this survey;

thence N 31° 11' 59" E, 86.96 feet to a steel reinforcement rod 5/8 inches diameter found this survey;

thence N 20° 01' 55" E, 109.07 feet to a point;

thence N 26° 21' 16" E, 134.55 feet to a steel reinforcement rod 5/8 inches diameter with an aluminum cap 1-½ ins. diameter inscribed: PE&LS 2612, found this survey;

thence N 10° 31' 25" E, 120.18 feet to a steel reinforcement rod 5/8 inches diameter with an aluminum cap 1-½ ins. diameter inscribed: PE&LS 2612, found this survey;

thence N 3° 46' 36" W, 124.70 feet to a steel reinforcement rod 5/8 inches diameter with an aluminum cap 1-½ ins. diameter inscribed: PE&LS 2612, found this survey;

thence N 13° 06' 50" W, 136.88 feet to a steel reinforcement rod 5/8 inches diameter with an aluminum cap 1-½ ins. diameter inscribed: PE&LS 2612, found this survey;

thence N 38° 45' 51" E, 145.51 feet to a steel reinforcement rod 5/8 inches diameter with an aluminum cap 1-½ ins. diameter inscribed: PE&LS 2612, found this survey;

thence N 23° 30' 06" E, 149.46 feet to a steel reinforcement rod 5/8 inches diameter with an aluminum cap 1-½ ins. diameter inscribed: PE&LS 2612, found this survey;

thence N 12° 34' 34" E, 211.56 feet to a steel reinforcement rod 5/8 inches diameter with an aluminum cap 1-½ ins. diameter inscribed: PE&LS 2612, found this survey;

thence N 5° 46' 47" W, 140.12 feet to the northwest corner of Tract A of said George D. and Abbey M. O'Neill Tracts identical with the southwest corner of Lot 1 of said Bar-B-Bar Meadows subdivision, monumented with a steel reinforcement rod 5/8 inches diameter with an aluminum cap 1-½ ins. diameter inscribed: PE&LS 2612, found this survey;

thence continuing along the west boundary of said Bar-B-Bar Meadows subdivision through the following courses N 0° 53' 41" W, 70.72 feet to a steel reinforcement rod 5/8 inches diameter with an aluminum cap 1-½ ins. diameter inscribed: PE&LS 2612, found this survey;

thence N 37° 19' 51" E, 129.82 feet to a steel reinforcement rod 5/8 inches diameter with an aluminum cap 1-½ ins. diameter inscribed: PE&LS 2612, found this survey;



thence N 36° 14' 43" E, 237.40 feet to a steel reinforcement rod 5/8 inches diameter with an aluminum cap 1-½ ins. diameter inscribed: PE&LS 2612, found this survey;

thence N 18° 59' 50" E, 82.75 feet to a steel reinforcement rod 5/8 inches diameter with an aluminum cap 1-½ ins. diameter inscribed: PE&LS 2612, found this survey;

thence N 5° 19' 20" W, 150.38 feet to a steel reinforcement rod 5/8 inches diameter with an aluminum cap 1-½ ins. diameter inscribed: PE&LS 2612, found this survey;

thence N 26° 33' 35" E, 225.60 feet to a steel reinforcement rod 5/8 inches diameter with an aluminum cap 1-½ ins. diameter inscribed: PE&LS 2612, found this survey;

thence N 8° 00' 40" E, 194.32 feet to a steel reinforcement rod 5/8 inches diameter with an aluminum cap 1-½ ins. diameter inscribed: PE&LS 2612, found this survey;

thence N 14° 01' 49" E, 179.99 feet to a steel reinforcement rod 5/8 inches diameter with an aluminum cap 1-½ ins. diameter inscribed: PE&LS 2612, found this survey;

thence N 33° 10' 17" E, 118.44 feet to a steel reinforcement rod 5/8 inches diameter with an aluminum cap 1-½ ins. diameter inscribed: PE&LS 2612, found this survey;

thence N 17° 36' 15" E, 215.57 feet to a steel reinforcement rod 5/8 inches diameter with an aluminum cap 1-½ ins. diameter inscribed: PE&LS 2612, found this survey;

thence N 12° 51' 51" E, 110.88 feet to the northeast corner of this parcel identical with the northwest corner of Lot 88 of Bar-B-Bar Meadows, Second Filing, recorded as Plat No. 895, identical with the southwest corner of Lot 1 of Ridge Split subdivision, recorded as Plat No. 1033, monumented with a steel reinforcement rod 5/8 inches diameter with an aluminum cap 1-½ ins. diameter inscribed: PE&LS 2612, found this survey;

thence S 89° 12' 10" W, along the north boundary of this parcel identical with the south boundary of said Ridge Split subdivision, 13.44 feet to a steel reinforcement rod 5/8 inches diameter with an aluminum cap 2 ins. diameter inscribed: LS 3881, found this survey;

thence S 88° 52' 21" W, continuing along said north boundary, identical with the south boundary of said Ridge Split subdivision, 480.24 feet to the southwest corner of Lot 2 of said Ridge Split subdivision, monumented with a steel reinforcement rod 5/8 inches diameter with an aluminum cap 2 ins. diameter inscribed: LS 3881, found this survey, from which the northeast one-sixteenth section corner of Section 21 bears N 0° 40' 26" W, 24.66 feet;

thence S 86° 51' 35" W, leaving said south boundary of said Ridge Split subdivision, along said north boundary described in an (Agreement for Establishment of a Boundary), recorded in Book 262 of photos, pages 664-678, said boundary is shown on Map of Survey Bar-B-Bar Ranch recorded as Map No. T-428B, 0.80 feet to a steel reinforcement rod 5/8 inches diameter with an aluminum cap 2 ins. diameter inscribed LS 3881, found this survey;

thence S 88° 56' 31" W, continuing along said north boundary 1131.75 feet to a point;

thence S 89° 19' 03" W, continuing along said north boundary 380.77 feet to a point;



thence S 89° 09' 57" W, continuing along said north boundary 332.37 feet to a point;

thence S 87° 57' 27" W, continuing along said north boundary 179.43 feet to a point intersecting the Adjusted Meander Line of the left bank of the Snake River, said point being the northwest corner of the upland parcel, from which Angle Point 16 of said adjusted meander line bears N 4° 43' 14" E, 12.74 feet, monumented with an iron post 2-½ inches diameter with a 3 in. brass cap inscribed: US DEPT OF THE INTERIOR CADASTRAL SURVEY AP16 1971, found this survey;

thence S 4° 43' 14" W, continuing along said adjusted meander line of the left bank of the Snake River through Section 21, 299.95 feet to Angle Point 15, monumented with an iron post 2-½ inches diameter with a 3 in. brass cap inscribed: US DEPT OF THE INTERIOR CADASTRAL SURVEY AP15 1971, found this survey;

thence S 23° 58' 55" W, along said adjusted meander through record courses as shown on said Map of Bar-B-Bar Ranch, 689.76 feet to the point for Angle Point 14,

thence S 70° 53' 39" W, 622.92 feet to the point for Angle Point 13;

thence S 26° 27' 37" W, 285.12 feet to the point for Angle Point 12;

thence S 11° 51' 26" E, 653.84 feet to the point for Angle Point 11;

thence S 13° 35' 04" W, 159.43 feet to the point for Angle Point 10;

thence S 57° 31' 56" W, 124.92 feet to the point for Angle Point 9;

thence S 45° 55' 01" W, 91.72 feet to the point for Angle Point 8;

thence S 53° 26' 34" W, 138.15 feet to the point for Angle Point 7;

thence S 81° 11' 10" W, 235.34 feet to the point for Angle Point 6;

thence S 26° 54' 12" W, 91.60 feet to the point for Angle Point 5;

thence S 42° 13' 08" W, 258.33 feet to the point for Angle Point 4;

thence S 9° 24' 02" E, 159.55 feet to the point for Angle Point 3;

thence S 32° 35' 18" E, 388.38 feet to the point for Angle Point 2;

thence S 3° 10' 20" W, 545.56 feet to the point for Angle Point 1;

thence S 3° 00' 35" W, 199.42 feet to the point for the Meander Corner of Sections 21 and 28 on said left bank of the Snake River;

thence S 19° 21' 10" W, along said adjusted meander through Section 28, 248.04 feet to the point for Angle Point 3;

thence S 8° 44' 12" E, 201.13 feet to the point for Angle Point 2;

thence S 24° 48' 49" W, 635.90 feet to the point for Angle Point 1;

thence S 3° 10' 53" W, continuing along said adjusted meander line 321.28 feet to a point intersecting the E and W centerline of the northwest one-quarter of said Section 28, monumented with an iron post 2-½ inches diameter with a 3 in. diameter brass cap inscribed: PAUL N SCHERBEL RLS 164 BIG PINEY WYOMING 1980, said corner being the southwest corner of this upland parcel, found this survey;

thence N 89° 53' 00" E on said E and W centerline of said northeast one-quarter 1254.92 feet to the northwest one-sixteenth section corner of said Section 28 monumented with an iron post 2-½ inches diameter with a 3 in. diameter brass cap inscribed: PAUL N SCHERBEL RLS 164 BIG PINEY WYOMING, found this survey,

thence N 89° 53' 47" E continuing on said E and W centerline of said northeast one-quarter 659.82 feet to the center-east-northwest one-sixty-fourth section corner of said Section 28 monumented with an iron post 2-½ inches diameter with a 3 in diameter brass cap inscribed. PAUL N SCHERBEL RLS 164 BIG PINEY WYOMING, found this survey;

thence S 89° 38' 19" E continuing on said E and W centerline of said northeast one-quarter 661.00 feet to the center-north one-sixteenth section corner of said Section 28 and the **POINT OF BEGINNING**;

said **UPLAND PARCEL CONTAINING 349.36 ACRES** more or less,

**INCLUDING ALL RIPARIAN LANDS** to said described upland parcel as described:

**BEGINNING AT** said point intersecting the Adjusted Meander Line of the left bank of the Snake River, said point being the northwest corner of the upland parcel previously described, from which Angle Point 16 of said adjusted meander line bears N 4° 43' 14" E, 12.74 feet, monumented with an iron post 2-½ inches diameter with a 3 in brass cap inscribed: US DEPT OF THE INTERIOR CADASTRAL SURVEY AP16 1971, found this survey;

thence S 4° 43' 14" W, continuing along said adjusted meander line of the left bank of the Snake River through Section 21, 299.95 feet to Angle Point 15, monumented with an iron post 2-½ inches diameter with a 3 in. brass cap inscribed: US DEPT OF THE INTERIOR CADASTRAL SURVEY AP15 1971, found this survey;

thence S 23° 58' 55" W, along said adjusted meander through record courses as shown on said Map of Bar-B-Bar Ranch, 689.76 feet to the point for Angle Point 14,

thence S 70° 53' 39" W, 622.92 feet to the point for Angle Point 13;

thence S 26° 27' 37" W, 285.12 feet to the point for Angle Point 12;

thence S 11° 51' 26" E, 653.84 feet to the point for Angle Point 11;

thence S 13° 35' 04" W, 159.43 feet to the point for Angle Point 10;

thence S 57° 31' 56" W, 124.92 feet to the point for Angle Point 9;

thence S 45° 55' 01" W, 91.72 feet to the point for Angle Point 8;

thence S 53° 26' 34" W, 138.15 feet to the point for Angle Point 7,

thence S 81° 11' 10" W, 235.34 feet to the point for Angle Point 6;

thence S 26° 54' 12" W, 91.60 feet to the point for Angle Point 5;

thence S 42° 13' 08" W, 258.33 feet to the point for Angle Point 4;

thence S 9° 24' 02" E, 159.55 feet to the point for Angle Point 3;

thence S 32° 35' 18" E, 388.38 feet to the point for Angle Point 2;

thence S 3° 10' 20" W, 545.56 feet to the point for Angle Point 1;

thence S 3° 00' 35" W, 199.42 feet to the point for the Meander Corner of Sections 21 and 28 on said left bank of the Snake River;

thence S 19° 21' 10" W, along said adjusted meander through Section 28, 248.04 feet to the point for Angle Point 3;

thence S 8° 44' 12" E, 201.13 feet to the point for Angle Point 2;

thence S 24° 48' 49" W, 635.90 feet to the point for Angle Point 1;

thence S 3° 10' 53" W, continuing along said adjusted meander line 321.28 feet to a point intersecting the E and W centerline of the northwest one-quarter of said Section 28, monumented with an iron post 2-½ inches diameter with a 3 in. diameter brass cap inscribed: PAUL N SCHERBEL RLS 164 BIG PINEY WYOMING 1980, said corner being the southwest corner of said upland parcel previously described, found this survey;

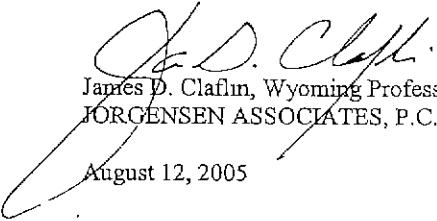
thence northwesterly on a line normal to the thread of said Snake River approximately 2200 feet to the thread of the Snake River as determined by survey in December of 2004;

thence meandering northeasterly along said thread of said Snake River approximately 5450 feet to a point intersecting a line representing a mean bearing of the north boundary of said upland parcel and said thread;

thence N 88° 56' 42" E, on said line representing a mean bearing of the north boundary 2000 feet more or less to the said northwest corner of said upland parcel and the **POINT OF BEGINNING**;

said **RIPARIAN LANDS CONTAINING 225.50 ACRES** more or less;

the **BASIS OF BEARING** for this description is Geodetic, NAD 83 derived from GPS observations;

  
James D. Clafin, Wyoming Professional Land Surveyor No. 5463  
JORGENSEN ASSOCIATES, P.C.

August 12, 2005

**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**FOR THE**  
**MOULTON LOWER BENCH PARCEL**

Portions of the S $\frac{1}{2}$  of Section 16, and the N $\frac{1}{2}$  of Section 21 in T42N, R116W, and the Snake River, Teton County, Wyoming; described as follows:

IN SECTION 16:

The SW $\frac{1}{4}$  of the SE $\frac{1}{4}$

That part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$  EXCEPTING THEREFROM, that parcel conveyed in Warranty Deed recorded in the Office of the Clerk of Teton County, Wyoming in Book 312 of Photo, pages 276-277;

All of Government Lots 6 and 8 and lands within the Snake River between Government Lots 6 and 8 and the thread of the Snake River lying southerly of the south boundary line of that parcel conveyed in Warranty Deed recorded in the Office of the Clerk of Teton County, Wyoming in Book 312 of Photo, pages 276-277;

IN SECTION 21:

The NW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , Government Lot 1, those parts of Government Lot 2, the SW $\frac{1}{4}$ NE $\frac{1}{4}$  and lands within the Snake River between Government Lot 1 and Government Lot 2 and the thread of the Snake River, lying north of the Boundary Agreement Line, recorded in Book 262 of Photo, pages 664-678, Teton County, Wyoming, EXCEPTING THEREFROM those parcels conveyed in Book 547 of Photo, pages 824-841, records for Teton County, Wyoming.

Subject to any and all other easements, restrictions, and/or covenants of record or apparent.

Pin # 22-42-16-16-3-00-001





**EXHIBIT C**

**DESCRIPTION OF  
FOUR INTERCONNECTING STRIPS OF LAND WITHIN  
THE BAR-B-BAR RANCH**

**TO WIT:**

**FOUR STRIPS OF LAND;**

**TWO INTERCONNECTING ONE HUNDRED FOOT (100.00') WIDE STRIPS OF LAND**, which are part of that parcel described in that Quitclaim Deed of record in Book 599 of Photo, pages 1048-1052 in the Office of the Clerk of Teton County, Wyoming;

**STRIP ONE** is located in parts of Government Lot 2, the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$ , and the E  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of Section 21 and parts of the N  $\frac{1}{2}$  of the N $\frac{1}{2}$  of Section 28, Township 42 North, Range 116 West of the Sixth Principal Meridian, Teton County, Wyoming;

**STRIP TWO**, a westerly spur of Strip One, is located in the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 21 and the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 28;

the sidelines of said strips being 50.00 feet on either side of their centerlines;

**THE CENTER LINE OF STRIP ONE, which is not monumented, is more particularly described as follows:**

**COMMENCING AT THE** southeast corner of said parcel, being coincident with the most westerly corner of Lot 85, a road lot, of Bar-B-Bar Meadows, a subdivision of record as Plat No. 763 in said Office; said corner is monumented with a 5/8 inch diameter steel reinforcement rod with yellow plastic cap inscribed "PLS 3831", found this survey;

thence N.19°14'43"E., 115.50 feet along the east boundary of said parcel, coincident with the west boundary of said Bar-B-Bar Meadows to the **POINT OF BEGINNING**;

thence N.70°45'17"W., 101.40 feet to a point;

thence northwesterly 351.74 feet along the arc of a curve to the right having a radius of 500.00 feet, the chord of which bears N.50°36'05"W., 344.54 feet to a point;

thence northwesterly 130.90 feet along the arc of a curve to the left having a radius of 500.00 feet, the chord of which bears N.37°56'52"W., 130.53 feet to a point;

thence N.45°26'52"W., 690.00 feet to a point;

thence northwesterly 87.27 feet along the arc of a curve to the right having a radius of 200.00 feet, the chord of which bears N.32°56'52"W., 86.58 feet to a point;

thence northwesterly 95.99 feet along the arc of a curve to the left having a radius of 100.00 feet, the chord of which bears N.47°56'52"W., 92.35 feet to a point;

thence N.75°26'52"W., 100.00 feet to a point,

**EXHIBIT C**

**DESCRIPTION OF FOUR INTERCONNECTING STRIPS OF LAND WITHIN  
THE BAR-B-BAR RANCH**

Page 1 of 5



thence northwesterly 78.54 feet along the arc of a curve to the right having a radius of 100.00 feet, the chord of which bears N.52°56'52"W., 76.54 feet to a point,

thence N 30°26'52"W., 65.00 feet to a point;

thence northwesterly 39.27 feet along the arc of a curve to the left having a radius of 100.00 feet, the chord of which bears N.41°41'52"W., 39.02 feet to a point

thence N.55°56'52"W., 151.48 feet to a point;

thence northwesterly 231.60 feet along the arc of a curve to the right having a radius of 200.00 feet, the chord of which bears N.19°46'24"W., 218.88 feet **TO A POINT HEREINAFTER TO BE CALLED POINT A**, being the intersection with the centerline of Strip Two to be described below, and which is a westerly spur of Strip One;

thence northeasterly 48.34 feet along the arc of a curve to the left having a radius of 200.00 feet, the chord of which bears N.06°28'36"E., 48.22 feet to a point,

thence N.00°26'52"W., 35.80 feet to a point;

thence northeasterly 261.80 feet along the arc of a curve to the right having a radius of 500.00 feet, the chord of which bears N.14°33'08"E., 258.82 feet to a point,

thence northeasterly 392.70 feet along the arc of a curve to the left having a radius of 500.00 feet, the chord of which bears N.07°03'08"E., 382.68 feet to a point,

thence northeasterly 436.33 feet along the arc of a curve to the right having a radius of 500.00 feet, the chord of which bears N.09°33'08"E., 422.62 feet to a point,

thence northeasterly 436.33 feet along the arc of a curve to the left having a radius of 1000.00 feet, the chord of which bears N.22°03'08"E., 432.88 feet to a point,

thence northeasterly 218.17 feet along the arc of a curve to the right having a radius of 500.00 feet, the chord of which bears N.22°03'08"E., 216.44 feet to a point,

thence northeasterly 697.26 feet along the arc of a curve to the left having a radius of 850.00 feet, the chord of which bears N.11°03'08"E., 677.87 feet to a point,

thence northeasterly 741.76 feet along the arc of a curve to the right having a radius of 500.00 feet, the chord of which bears N 30°03'08"E., 675.59 feet to a point,

thence N.72°33'08"E., 360.00 feet to a point;

thence northeasterly 218.17 feet along the arc of a curve to the left having a radius of 250.00 feet, the chord of which bears N.47°33'08"E., 211.31 feet to a point,

thence N.22°33'08"E., 559.84 feet to the intersection with the north boundary of said parcel, **BEING THE END POINT OF THE CENTERLINE OF STRIP ONE**, and from which the northeast one-sixteenth corner of said Section 21 bears

#### EXHIBIT C

#### DESCRIPTION OF FOUR INTERCONNECTING STRIPS OF LAND WITHIN THE BAR-B-BAR RANCH

Page 2 of 5

N.86°40'54"E., 625.96 feet; said northeast one-sixteenth corner is monumented with a 2½ inch diameter post with 3 inch diameter brass cap inscribed "LS 3831" with other appropriate markings;

the sidelines of Strip One being extended or shortened accordingly: 1.) to terminate at the east boundary of said parcel; 2.) to terminate at the north boundary of said parcel; and 3.) so that adjoining line and curve segments of said sidelines meet;

**THE CENTER LINE OF STRIP TWO, which is not monumented, is more particularly described as follows:**

**BEGINNING AT** the above described Point A;

thence southwesterly 265.82 feet along the arc of a curve to the right having a radius of 200.00 feet, the chord of which bears S.51°28'36"W., 246.68 feet to a point;

thence southwesterly 448.85 feet along the arc of a curve to the left, hereinafter to be referred to as Curve A, having a radius of 500.00 feet, the chord of which bears S.63°50'05"W., 433.93 feet to the intersection with the boundary of a proposed parcel to be created from the parcel described in said Quitclaim Deed, said proposed parcel is commonly referred to as Ranch 1B; said intersection is identical with the most easterly angle point on the boundary of said Ranch 1B parcel, and is **THE END POINT OF THE CENTERLINE OF STRIP TWO,**

the sidelines of Strip Two being extended or shortened accordingly: 1.) to meet the sidelines of Strip One described above; and 2.) so that adjoining curve segments of said sidelines meet;

the northwesterly sideline of said Strip Two extends accordingly to terminate at the boundary of said Ranch 1B parcel;

the segment of the southeasterly sideline of said Strip Two, which is parallel with said Curve A, extends southwesterly for an arc length of 403.97 feet; thence said sideline continues on a tangent bearing, S.38°07'03"W., 143.20 feet to the intersection with the boundary of said Ranch 1B parcel;

**AND**

**TWO INTERCONNECTING SIXTY FOOT (60.00') WIDE STRIPS OF LAND,** hereinafter referred to as Strip Three and Strip Four, which are part of that parcel described in that Special Warranty Deed of record in Book 600 of Photo, pages 865-869 in said Office;

**STRIP THREE**, which interconnects with the above-described Strip One, is located in parts of the W ½ of the NE ¼ of Section 21, Township 42 North, Range 116 West of the Sixth Principal Meridian, Teton County, Wyoming;

**STRIP FOUR**, a northerly spur of Strip Three, is located in the NW ¼ of the NE ¼ of said Section 21;

the sidelines of said strips being 30.00 feet on either side of their centerlines.

**EXHIBIT C**

**DESCRIPTION OF FOUR INTERCONNECTING STRIPS OF LAND WITHIN  
THE BAR-B-BAR RANCH**

Page 3 of 5

**THE CENTER LINE OF STRIP THREE, which is not monumented, is more particularly described as follows:**

**COMMENCING AT THE** southeast corner of said parcel described in Book 600 of Photo, being coincident with the southwest corner of Lot 2, Ridge Split, a subdivision of record as Plat No. 1033 in said Office; said corner is monumented with a 5/8 inch diameter steel reinforcement rod with 2 inch diameter aluminum cap inscribed "LS 3881", found this survey; the northeast one-sixteenth corner of Section 21 bears N.00°40'26"W., 24.66 feet from said corner; said northeast one-sixteenth corner is monumented with a 2-½ inch diameter iron post with 3 inch diameter brass cap inscribed "LS 3831" with other appropriate markings;

thence S.86°51'35"W., 0.80 feet along the south boundary of said parcel of record in Book 600 of Photo, coincident with the north boundary of that parcel described in said Quitclaim Deed, to a point monumented by a 5/8 inch diameter steel reinforcement rod with 2 inch diameter aluminum cap inscribed "LS 3881", found this survey;

thence continuing along said south boundary, S 86°51'35"W., 624.51 feet to the unmonumented **POINT OF BEGINNING**, coincident with the end point of the above-described Strip One;

thence N.22°33'08"E., 117.47 feet to a point,

thence northeasterly 108.01 feet along the arc of a curve to the right having a radius of 100.00 feet, the chord of which bears N.53°29'41"E., 102.84 feet to a point;

thence N.84°26'15"E., 197.76 feet **TO A POINT HEREINAFTER TO BE CALLED POINT B**, being the intersection with the centerline of Strip Four to be described below, and which is a northerly spur of Strip Three;

thence continuing N.84°26'15"E., 133.02 feet to a point;

thence N.81°14'48"E., 167.25 feet to the intersection with the east boundary of said parcel, said east boundary being coincident with the west boundary of said Lot 2 of Ridge Split; said point **BEING THE END POINT OF THE CENTERLINE OF STRIP THREE**, from which said northeast one-sixteenth corner of Section 21 bears S 00°48'07"E., 190.97 feet;

the sidelines of Strip Three being extended or shortened accordingly: 1.) to terminate at the south boundary of said parcel of record in Book 600 of Photo; 2.) to terminate at the east boundary of said parcel of record in Book 600 of Photo; and 3.) so that adjoining line and curve segments of said sidelines meet;

**THE CENTER LINE OF STRIP FOUR, which is not monumented, is more particularly described as follows:**

**BEGINNING AT** the above-described Point B;

thence N.16°10'59"E., 130.00 feet to **THE END POINT OF THE CENTERLINE OF STRIP FOUR;**

the sidelines of Strip Four being extended or shortened accordingly: 1.) to meet the northerly sideline of the above-described Strip Three, and 2.) to terminate at

EXHIBIT C

DESCRIPTION OF FOUR INTERCONNECTING STRIPS OF LAND WITHIN  
THE BAR-B-BAR RANCH

Page 4 of 5

a line that extends both easterly and westerly from said end point on a bearing that is perpendicular with said centerline;

the **BASIS OF BEARING** for this description is Geodetic, NAD 83 derived from GPS observations;

this description is based on a survey performed during the years 2004 and 2005.

JORGENSEN ASSOCIATES, P.C.

Last Revised January 17, 2006  
Prepared By JC/RL/FPR

EXHIBIT C

DESCRIPTION OF FOUR INTERCONNECTING STRIPS OF LAND WITHIN  
THE BAR-B-BAR RANCH

Page 5 of 5