

**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
JOHN DODGE HOMESTEAD SUBDIVISION, FOURTH
FIFTH AND SIXTH FILINGS**



This is an Amended and Restated Declaration of Covenants, Conditions and Restrictions regulating and controlling the use and development of real Property, made effective this 6 day of SEPTEMBER, 1996 by the Owners in the John Dodge Homestead Subdivision, Fourth, Fifth and Sixth Filings, whose signatures are attached hereto and made a part hereof, Declarants.

1. **Purpose.** Declarants are the Owners of lots in the John Dodge Homestead Subdivision, Fourth, Fifth and Sixth Filings, according to the plats thereof recorded in the Office of County Clerk of Teton County, Wyoming. All of the lots within the Fourth, Fifth and Sixth Filings of the John Dodge Homestead Subdivision, constitute the "Property". A Declaration of Covenants, Conditions and Restrictions for John Dodge Homestead Subdivision, Fourth Filing, was recorded in Book 201 Photo, pages 465-476 in the Teton County Clerk's Office. A Declaration of Covenants, Conditions and Restrictions for John Dodge Homestead Subdivision, Fifth Filing, was recorded in Book 212 of Photo on pages 569-582 in the Teton County Clerk's Office. The Declaration of Covenants, Conditions and Restrictions for John Dodge Homestead Subdivision, Sixth Filing, was recorded in Book 201 Photo, pages 465-476 in the Teton County Clerk's Office. In accordance with the provisions in said declarations providing for the amendment thereof, the Declarants are adopting this declaration for the purpose of establishing one declaration of covenants which shall govern the use and development of lots in the Fourth, Fifth and Sixth Filings, and making certain

changes which shall be applicable to all lots within these filings. Declarants have executed this Amended and Restated Declaration for such purposes, to be recorded in the Office of County Clerk of Teton County, Wyoming, and to be legally effective and binding upon all of the Owners of lots within the John Dodge Homestead Subdivision, Fourth, Fifth and Sixth Filings. Declarants adopt the following Amended and Restated Declaration of Covenants, Conditions and Restrictions to preserve and maintain the natural character, setting and value of the Property, for the benefit of all Owners of the Property or any portion thereof.

2. **Declaration.** Declarants hereby declare that the Property, and any part or lot thereof, shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following Amended and Restated Covenants, Conditions, and Restrictions, which are sometimes referred to hereafter as the "Covenants". The Covenants shall run with the Property and any lot thereof, and shall be binding upon all parties having or acquiring any legal or equitable interest in or title to the Property or any part thereof, and shall inure to the benefit of every Owner of any part of the Property.

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

a. "Board" shall mean the board of directors of the Association, the nonprofit corporation established to administer and enforce the terms and conditions of this Declaration, as set forth in paragraph 6 hereof.

b. "Common roads" shall mean the private roadways within the Property which provides access to individual lot lines.

c. "Common services" shall mean the roadway maintenance and snow removal services for the common roads and shared access road, and utility line maintenance and repair services for utility lines located in the rights-of-way of such roads.

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

e. "Owner" shall mean the record Owner of a lot, including a contract purchaser, but excluding anyone having an interest in a lot as security for the performance of an obligation.

f. "Principal residence" shall mean the single family residential structure, constructed on any lot of the Property, which is the principal use of such lot, and to which other authorized structures on such lot are accessory

g. "Property" shall mean the all of the Lots in the 4th, 5th and 6th filings of the John Dodge Homestead Subdivision.

h. "Shared access roads" shall mean the private roadways which provide access from the Teton Village highway to the boundary lines of the Property.

i. "Structure" shall mean anything built or placed on the ground.

j. "Building envelope" shall mean the portion of a lot, which is a contiguous area as identified on the subdivision plat of the Property upon which all buildings, barn and corral facilities, and outbuildings are constructed.

4. **The Association.** The Association is the Wyoming nonprofit corporation established for the purpose of administering and enforcing the provisions of this Declaration.

a. Membership. Every Owner shall be a member of the Association. Membership in the Association shall be appurtenant to each lot, and shall not be subject to severance from the Ownership of such lot. Each Ownership shall constitute one member.

b. Voting. Each member shall have one vote to cast upon any matter to be decided by a vote of the members. If there is more than one person or entity

owning a lot, the vote of such member shall be cast as determined by the Owners of such lot. In the event of any dispute among joint Owners of a lot, the board shall have the right to disqualify such member from voting on an issue unless or until the joint Owners of such lot have reached agreement as to such member's vote.

c. Authority of Board. The Board shall have full power and authority to manage the business and affairs of the Association, as more fully set forth in the articles of incorporation and bylaws of the Association, and to enforce the provisions of this Declaration, and the covenants of any other subdivisions which become members of the Association.

d. Meetings. The members of the Association and the Board shall hold annual meetings as set forth in the bylaws of the Association. Additional regular or special meetings of the members and/or the board may be held in accordance with the provisions of the bylaws of the Association. All matters pertaining to all such meetings, including notices thereof, quorums, and provisions for voting in person or by proxy shall be set forth in the bylaws of the Association.

5. **Building Permit Required.** No building, structure, road, fence, or improvement of any kind shall be erected, place, altered, added to, reconstructed or permitted to remain on any lot, and no construction activities or removal of trees or other vegetation shall be commenced until a building permit has been issued therefor by the board. No building permit shall be issued unless the improvement activities and/or structures fully conform to the provisions of this Declaration and the Building and Design Guidelines adopted by the Board pursuant to the provisions hereof.

a. Duplicate sets of plans and specifications for any lot improvement or alteration, including tree removal, shall be submitted to the Board. The plans shall include a plot plan indicating the location of the building envelope on the lot and the location of the proposed development or improvements within the building envelope. All plans for any building or structure must be signed by an AIA architect. Sufficient information shall be submitted to demonstrate

compliance with all of the requirements of these Covenants. A fee of One Hundred Dollars (\$100.00) shall be paid to the Board for the processing and review of all authorized structures within the building envelope.

b. The Board shall review the plans and specifications within thirty (30) days from the submission thereof, and determine if the proposed use or development conforms to the requirements of these Covenants. If the Board fails to review the plans and specifications within thirty (30) days from the submission thereof, and inform the Owner of the committee's decision regarding approval or disapproval, plans as submitted shall be deemed to have been automatically approved, provided, however, that any development proposed outside the boundaries of the building envelope as designated on the subdivision plat shall be deemed automatically disapproved and denied. The Board shall retain one set of plans and specifications.

6. Development and Use Restrictions. All development and use 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 these covenants. In case of any conflict, the more stringent requirements shall govern.

b. Authorized Use. Only single-family residential use shall be permitted, together with the keeping of domestic pets and livestock as set forth hereafter.

c. Prohibited Uses. No lot within the Property shall be subject to division or subdivision. No commercial, industrial or other non single-family residential use whatsoever shall be permitted on any lot, including, by way of example, but not limited to, the rental of a guest house separate from a principal residence. The principal residence on a lot may be rented for thirty (30) days or longer. Such rentals shall not constitute a prohibited commercial use and shall be permitted under these Covenants.

d. Authorized Structures. On lots less than five acres in size the following buildings and structures shall be permitted: one single family residence, one guest house, garage facilities and associated outbuildings, not to exceed a total of four buildings or structures. On lots five acres in size or larger, the following buildings and structures shall be permitted: one single family residence, one

guest house, garage facilities, barn and corral facilities and associated outbuildings, not to exceed a total of four buildings or structures.

e. Building Envelope. All buildings, outbuildings, and other authorized improvements shall be constructed within the building envelope, that contiguous portion of each lot identified on the subdivision plat of the Property. No improvement or development shall be permitted on any lot outside of the building envelope except for access driveways, utility installations, residence identification signs, bridges, and the addition of indigenous trees and shrubs, all as approved in writing by the Board.

f. Construction. No used materials except for architectural detailing, no pre-cut, prefabricated or modular structures of any kind shall be permitted on the outside of the main residential building, guest house, or garage on any lot. Used materials may be permitted, in the discretion of the Board, in the construction or any permitted barn or other outbuilding. The roofs of all structures shall be constructed of shake shingles or similar materials approved by the Board. All construction shall be completed within eighteen (18) months from the commencement date of construction, unless the Board approves an extension for good cause, not to exceed six (6) months in length.

g. Height Limitations, Floor Area Limitations. No building shall be greater than thirty (30) feet in height. Building height shall be measured from finished grade to the highest point of the roof or any chimney, cupola, antenna or other structure or attachment constituting the highest point of the roof. Fill which is not necessary to achieve positive drainage or slope stabilization, or which (as determined by the Board) has no other legitimate purpose than to raise finished grade in order to meet maximum height limitations, shall not be considered finished grade. On lots less than five (5) acres in size, the principal residential structure, exclusive of the garage, shall have a minimum floor area of 1,800 square feet and a maximum floor area of 5,000 square feet. On lots five (5) acres or greater in size, the principal residential structure, exclusive of the garage, shall have a minimum floor area of 2,500 square feet and a maximum floor area of 8,000 square feet. Any guest house shall have a maximum floor area of 1,000 square feet.

h. Authorized-Prohibited Fences. No boundary fences around the exterior lot lines of any lot, or around the perimeter of any building envelope shall be permitted. The following are the only fences permitted on any lot, which shall be within the building envelope:

- (1) a corral on lots greater than five (5) acres in size, enclosing an area

no greater than one (1) acre in size, the permitted size of which and construction type shall be approved by the Board;

(2) On garden plots approved as to size by the board, a garden fence not greater than three (3) feet in height of materials approved by the Board;

(3) fences around tennis courts or swimming pools, the permitted size of which and construction type shall be approved by the Board;

(4) a dog run, the size, construction and location of which shall be approved by the Board;

i. Utilities. Electrical and telephone utility lines have been installed underground in the shared access roads and common roads rights-of-way. Connections from lots within the Property to the underground utility lines shall be completed at the Owners' expense, and shall be underground.

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

k. Maintenance. Each lot and all improvements thereon shall be maintained in a clean, safe and sightly condition. Boats, tractors, vehicles of Owners or other long term occupants, campers whether or not on a truck, snow removal equipment, and garden or maintenance equipment shall be kept at all times, except when in actual use, within an enclosed structure. Refuse, garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials, scraps, refuse or trash shall be kept, stored or allowed to accumulate on any lot.

l. Pets. No livestock or pets shall be kept or maintained on any lot except as provided herein. Any animals or livestock permitted to be kept on a lot shall be restrained and controlled at all times so that they do not cause a nuisance to neighboring Owners, and so that the presence or activity of any such pets or livestock does not harass or endanger wildlife. Cats or other domestic animals which are normally kept and maintained indoors shall be permitted on any lot. No horses shall be kept or maintained on any lot less than five (5) acres in size. The presence of a horse on any lot for more than eighteen (18) hours shall constitute keeping or maintaining a horse on such lot in violation of these

Covenants. On any lot five (5) acres or greater in size, not more than two (2) horses shall be permitted, provided that such horses shall be kept or maintained within the approved barn and corral facilities, at all times except when such horses are being ridden or used in recreational activities. Not more than two (2) dogs may be kept on any lot, provided, however, that a litter of puppies born to a dog owned by a Owner may be kept or maintained upon any lot for a period not to exceed four (4) months, provided that said puppies are maintained and restrained in accordance with the provisions of these Covenants. No Owner shall permit any contractor or subcontractor employed by the Owner, or any employee of a contractor or subcontractor, or any other agent or employee of the Owner to bring, keep or maintain any dog or dogs on any Owner's lot. Notwithstanding the foregoing, an Owner may permit a resident caretaker employed by the Owner to keep a dog on the Owner's lot, provided that any such dog shall be considered to be one of the two permitted dogs on such lot. If any dog or dogs are caught or identified chasing or otherwise harassing livestock, wildlife or people, the Board shall have the authority to have such animal or animals impounded at any available location, and shall assess a penalty against the Owner of such animal or animals of not more than Fifty Dollars (\$50.00) plus all costs of impoundment. If any such animal or animals are caught or identified chasing or harassing wildlife, livestock or people on a second occasion, the Board shall have the authority to have such animal or animals impounded or destroyed, the determination of disposition being in the sole discretion of the Board. In the event that such animal or animals are not destroyed, the board shall assess a penalty of not more than One Hundred Dollars (\$100.00) per animal, plus costs of impoundment. No Owner of any animal or animals impounded or destroyed for chasing or harassing livestock, wildlife or people shall have the right of action against the Board or any member thereof, for the impoundment or destruction of any such animal or animals.

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

n. Signs. No signs or advertising devices shall be erected or maintained on any lot, except an unlighted sign, not greater than 4 square feet in area, which identifies the Owner. An unlighted sign may be placed outside the building envelope at a site approved by the Board.

o. Water Systems. Each residential building shall be connected to a private water supply system at the sole expense of the Owner, and such system shall

conform to all applicable standards of the State of Wyoming, Teton County or any other regulatory agency.

p. Sewage Disposal. Each residential building shall be connected to a private sewage disposal system at the Owners' sole expense, and such sewage disposal system shall conform to all applicable standards of the State of Wyoming, Teton County or other regulatory agency. No outdoor toilets shall be permitted, except for a twelve (12) month period during construction.

q. Common Roads. The common roads on the Property shall be private roads at all times, and each Owner shall be responsible for an equal portion of the snow removal and maintenance costs for said roads.

r. Shared Access Roads. The shared access roads providing access to the Property shall be private roads, and each Owner shall be responsible for a proportionate share of the snow removal and maintenance costs for the shared access roads. Snow removal and maintenance costs on the shared access roads shall be divided with Owners of other Property to which access is provided by said roads, in accordance with the determinations of the Board.

s. Snowmobiles and Motorcycles Prohibited. No snowmobile, motorcycle, or other similar device shall be operated on any lot for recreational purposes.

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

t. Wildlife Protection. It is recognized by the Declarants and the purchasers or Owners of any lot within the Property, that many wildlife species live on or migrate through the Property during various times of year. The following limitations on use and development are intended, in addition to all the other requirements of these covenants, to protect, preserve and maintain the existing wild life habitat on the Property and to minimize the adverse effects of development on wildlife habitat:

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

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

boundaries of the Owner's lot.

(3) No hunting or shooting of guns shall be allowed on any lot.

(4) No artificial feeding of moose, elk, deer and/or waterfowl shall be allowed on any lot.

u. Mineral Activities Prohibited. No mining or other mineral extraction or development activities shall be permitted on any lot, including the removal of gravel; provided that excavation for landscape purposes may be permitted with the prior written approval of the Board.

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

w. Irrigation Ditches. There are two (2) irrigation ditches which are located on the Property. The irrigation ditches are identified on the subdivision plat of the Property. It is essential to keep these ditches flowing freely, to avoid flooding problems caused by blockage. The Owner of any lot upon which any irrigation ditch is located shall not take any action to plug or impede the flow of such ditch. If possible, the Owner of any such lot shall clean out any debris which collects in the ditch located on such lot. Any such Owner shall promptly notify the Board of any animals such as beaver who are plugging a ditch so that the Board can take necessary control actions.

x. Access to Snake River Levees. As set forth on the plats of the Fourth and Fifth filings of the Property, the east 125 feet of the Snake River levee on the Property is subject to an easement in favor of the Association. The Board shall have the right to grant an access license to the Snake River levee system for non-motorized recreational use to each Owner in any filing of the John Dodge Homestead Subdivision. Access is only allowed across the three easements established on the recorded subdivision plats of the Fourth and Fifth filings. Such access shall be limited to the levee system from the waterline to the western edge of the top of the dike system. The recreational use permitted

under such license shall be limited to walking, skiing, horseback riding and bicycle use. Any guest of a Owner using the Snake River levee system must be accompanied by the Owner. The Board shall have the right to grant a renter of a lot a license for access to the Snake River levees during the period of tenancy. The Board shall have the right to suspend or terminate the use license of any Owner or permitted renter who uses the levees for any use other than those specifically permitted hereunder.

y. Use of Riparian Lands and Deeded Lands Within the Snake River Levees. The riparian lands adjacent to lots located along the Snake River and deeded lands which are located within the Snake River levee system shall be limited to recreational pedestrian, cross country skiing, horseback riding and fishing uses. No hunting, mining, commercial, industrial or other use shall be permitted. The riparian lands are subject to a recreational easement in favor of the United States.

z. Irrigation Headgate and Levee Maintenance Access. Declarants and/or the Board shall have the right to grant an access easement to irrigation ditch users for maintenance and use of headgates, and to Teton County, Wyoming for levee maintenance, improvement and repair. This limited access easement shall be located over Thistle and Stonecrop roads, and the west and north sides of Lot 47. These users shall not be required to pay any maintenance or snow removal costs pertaining to the common or shared access roads.

aa. Right to Construct Temporary Access Fences. Declarants and the Board shall have the right to construct temporary fencing and gating to prevent public access to the Snake River levee system across roadways within the Property.

bb. Satellite Dishes. A satellite dish shall be permitted on any lot, provided that any satellite dish must be visually shielded from adjacent lots with shielding approved by the Board of Directors before such satellite dish is installed.

cc. Use of Open Space lot. Any lot of the Property which is designated as an Open Space lot, and which is owned by the Association, shall be used by Owners and permitted renters only for non-motorized access to the Snake River levee system under licenses granted by the Association, which shall be subject to suspension or termination in accordance with paragraph 6x of this Declaration.

dd. Regulation and Control of Common and Shared Access Roads. In addition to the provisions of this paragraph and any other applicable provision in this Declaration, the Board shall have the right to control the use of the common and

shared access roads within the Property, including but not limited to:

i) The placement of road control signs will be adjacent to common and shared access roads.

ii) In compliance with Teton County fire ordinance, no parking shall be permitted on cul de sacs. Because this provision affects public safety in order to provide for emergency fire equipment staging or turnaround, the Board or any member thereof shall have the right to have any vehicle parked on a cul de sac towed away at Owner's expense.

iii) Assessing an Owner who violates any posted speed limit, or any other road control rule or regulation adopted by the Board and noticed to Owners, a penalty of not less than Fifty Dollars (\$50.00) or more than One Hundred Dollars (\$100.00) as determined by the Board.

iv) All Owners agree that any person visiting such Owner's lot who violates posted speed limits shall be considered to be a trespasser and not an invited guest or employee of such Owner, and may thereafter be prohibited from entering the Property.

v) The installation of speed bumps or dips or other speed control devices or structures will be located at such locations as determined by the Board.

7. Board of Directors of the Association. The Board of Directors of the Association shall consist of five (5) members, or such additional number as may be approved by the members in accordance with the articles and bylaws. The term of a member shall be three (3) years. The Board shall be elected by a majority vote of the members. Membership in the Association is not required for membership on the Board. All Board members shall be residents of Teton County, Wyoming. All Owners, through the purchase of their lot, agree to serve on the Board.

a. Authority and Duties. Pursuant to the powers and authority vested in it by Wyoming statute and by the articles of incorporation and bylaws of the Association, the Board shall be responsible for the enforcement and

administration of the requirements of these Covenants and shall issue building permits, contract for and supervise common services, enforce the development and use regulations and take all other actions necessary to administer and enforce these Covenants.

b. Meetings. The Board shall call and conduct the annual meeting of Owners, at which time expiring or vacant directors' terms shall be filled, and such other business shall be conducted as brought before the meeting by the Board or the Owners, and shall meet from time to time as necessary to administer and enforce these Covenants, as provided in the articles and bylaws.

c. Annual Budget for Common Services and Other Board and Owner Expenses. The Board shall contract for and provide for snow removal and periodic maintenance services on the common roads and shared access roads, and other Association expenses as provided hereafter. The Board shall prepare an annual budget estimate for the Association's anticipated annual expenses, including snow removal, road maintenance, fencing, gates, insurance, and other miscellaneous expenses, which shall be approved by the Owners at the annual Owners' meeting. The Board shall submit annual statements to each Owner based upon its budget. Billings for annual statements shall be payable by Owners within thirty (30) days of the billing date. Each Owner will be responsible and billed for a pro-rata share of the approved annual budget. In the event that the estimate of the Board exceeds the actual common services costs, each Owner shall be credited in the amount of excess against the following year's estimate. In the event that the approved budget is less than the actual cost of common services, the Board shall send billings to each Owner with an estimate of each Owner's pro-rata share of the anticipated expenses for the remainder of the year. Additional billings shall be paid by Owners within thirty (30) days of the billing date.

d. Special Assessments. On the approval of 38 of the Owners the Board shall have the authority to establish special assessments to meet unusual or emergency conditions that have arisen with regard to the access facilities or utilities which service the Property, or to provide for capital improvements to the common or shared access roads. Special assessments to meet unusual or emergency conditions shall be allocated in accordance with the formula set forth for common services, and shall be payable within thirty (30) days of the billing date. Special assessments for capital improvements shall be allocated shall be in accordance with the formula set forth for common services and shall be payable in accordance with the payment terms adopted by the Owners when the special assessment is approved.

e. Design Guidelines. The Board shall have the authority to adopt design guidelines to carry out the purpose and intent of this Declaration, to protect the Property values of Owners and to insure that incompatible development does not occur. All lot use and development shall conform to any design guidelines adopted by the Board, in addition to the provisions of this Declaration. Any Owner who is notified of a violation of the design guidelines and fails or refuses to correct such violation within such time as specified by the Board in its notice of violation, shall be subject to having the construction project halted and shut down until the violation has been corrected to the reasonable satisfaction of the Board. The violating Owner consents and stipulates to the entry of an injunction to immediately halt work and to correct such violation, and further agrees to pay all costs and legal expenses incurred by the Board in connection therewith.

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

8. Violations-Enforcement-Liens-Costs. The limitations and requirements for land use and development set forth in these Covenants shall be enforceable by the Declarant under the Prior Declaration, G. Bland Hoke, Jr., or by the Board, or by any Owner of a lot within the Property. In addition, the Board of County Commissioners of Teton County, Wyoming, shall have the authority to enforce those portions of these restrictive Covenants which establish building envelopes and limit all development on any lot, except for access roadways and utilities, to the building envelopes on such lot, and the Board of County Commissioners shall also have the authority to enforce the provisions of paragraph 6l and 6t pertaining to dogs kept or maintained on any lot within the subdivision, and the Board of County Commissioners shall also have the authority to enforce the provisions of paragraph 6h pertaining to authorized and

prohibited fences. Every Owner of a lot within the Property hereby consents to the entry of an injunction against him or her or his or her tenants or guests, to terminate and restrain any violation of these Covenants. Any Owner who uses or allows his or her lot to be used or developed in violation of these Covenants further agrees to pay all costs incurred by the Board or the Declarants or other Owner in enforcing these Covenants, including reasonable attorney's fees. The Board shall have a lien against each lot and the improvements thereon to secure the payment of any billing for common services, special assessment, or penalty due to the Board from the Owner of such Property which is not paid within the time provided by these Covenants, plus interest from the date of demand for payment at the rate of ten percent (10%). The Board is authorized to record a notice of lien in the office of the County Clerk of Teton County, Wyoming, which shall include a description of the Property and the name of the Owner thereof and the basis for the amount of the lien. A copy of the notice of lien as filed in the County Clerk's office shall be sent to the Owner by certified or registered mail. Any lien may be foreclosed in the manner provided for foreclosures of mortgages by the statutes of the State of Wyoming. In addition to the principal amount of the lien plus interest, the Board shall be entitled to the payment of all costs incurred in the establishment or enforcement of any lien, including filing costs and attorney's fees.

9. **Annexation of Properties into Association.** The First, Second and Third Filings of the John Dodge Homestead Subdivision, and the Homestead Subdivision are

located in close proximity to the Property. The Board shall have the right, upon written request by Owners of the First and/or Second and/or Third Filings of the John Dodge Homestead Subdivision, and/or the Owners of the Homestead Subdivision, and/or Owners of future filings of the John Dodge Homestead Subdivision, and appropriate amendment of the covenants pertaining to such subdivision, to provide for covenant administration and enforcement through the Association, to annex such properties into the Association and to make the Owners of such properties members of the Association. In the event of such annexation, the Board shall administer and enforce the declaration of covenants applicable to the Property annexed.

10. Amendment-Variance. These Covenants may be amended to the written consent of 38 of the Owners of the Property, except for the provisions of paragraphs 6e, 6h, 6i and 6t, the amendment of which shall also require the written consent of the Board of County Commissioners of Teton County. A variance shall be allowed from the requirements of these Covenants, upon approval of 38 or more of the Owners of the Property after recommendation of approval from the Board, provided that any variance from the provisions of paragraphs 6e, 6h, 6i and 6t shall also require the approval of the Board of County Commissioners of Teton County.

11. Duration of Covenants. All of the Covenants, Conditions and Restrictions set forth herein shall continue and remain in full force and effect at all times against the Property and the Owners and purchasers of any portion thereof, subject to the right of amendment as set forth in paragraph 10 hereof. If required by law, these

Covenants shall be deemed to remain in full force and effect for twenty (20) year periods, and shall be automatically renewed for additional consecutive twenty (20) year periods unless all of the Owners of the Property subject to these Covenants otherwise agree in writing.

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

13. **Acceptance of Covenants.** Every Owner or purchaser of a lot within the Property shall be bound by and subject to all of the provisions of this Declaration, and every Owner or purchaser through his or her purchase or Ownership expressly accepts and consents to the operation and enforcement of all of the provisions of this Declaration.

14. **Execution of Covenants.** This Declaration may be executed in counterparts, and original signature pages may be detached from counterparts hereof and attached to a single counterpart of this Declaration for recordation purposes. A single counterpart with attached signature pages shall have the same force and effect as a single document which was originally signed by all parties whose signature pages are attached.

IN WITNESS WHEREOF, Declarants have executed this Amended and Restated Declaration upon the date of recordation thereof in the Teton County Clerk's Office.



**Execution page for Amendment and Restatement of
Declaration of Covenants, Conditions and Restrictions,
John Dodge Homestead Subdivision
Fourth, Fifth and Sixth Filings**

Owner(s) of Lot 31

Hunter Clark Scott

STATE OF Wyo.)
) ss.
COUNTY OF TERRA)

The foregoing Amended and Restated Declaration was acknowledged before me by HUNTER C SCOTT and n/a., Owner(s) of Lot 31, this 14 day of August, 1996.

[Signature]
Notary Public

My Commission expires:
Dec 21, 1996



Execution page for Amendment and Restatement of
Declaration of Covenants, Conditions and Restrictions,
John Dodge Homestead Subdivision
Fourth, Fifth and Sixth Filings

Owner(s) of Lot 32

Michael Gelbin

Gayle E. Gelbin

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

The foregoing Amended and Restated Declaration was acknowledged before
me by Michael Gelbin and Gayle E. Gelbin, Owner(s) of
Lot 32, this 29~~th~~ day of July, 1996.

Pamela J. Terry
Notary Public

My Commission expires:



Execution page for Amendment and Restatement of
Declaration of Covenants, Conditions and Restrictions,
John Dodge Homestead Subdivision
Fourth, Fifth and Sixth Filings

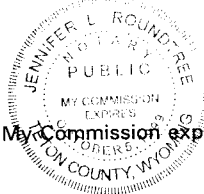
Owner(s) of Lot 33

Lizabeth

July 15, 1996

STATE OF Wyoming
COUNTY OF TETON) ss.

The foregoing Amended and Restated Declaration was acknowledged before
me by LIBETH BEIK and _____, Owner(s) of
Lot 33, this 15th day of JULY, 1996.



My Commission expires: 10/5/99

Jennifer L. Roundtree
Notary Public

Execution page for Amendment and Restatment of
Declaration of Covenants, Conditions and Restrictions,
John Dodge Homestead Subdivision
Fourth, Fifth and Sixth Filings

Owner(s) of Lot 34

[Signature]
NOT RECORDED

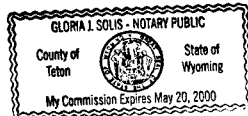
[Signature]
NOT RECORDED

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing Amended and Restated Declaration was acknowledged before
me by KAREN V RENNER and GENE RENNER, Owner(s) of
Lot 34, this 31ST day of JULY, 1996.

[Signature]
Notary Public GLORIA J SOLIS

My Commission expires: 05/20/00



Execution page for Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions, John Dodge Homestead Subdivision Fourth, Fifth and Sixth Filings

Owner(s) of Lot 35

Thomas O'Mulliner
Anne A. Miller

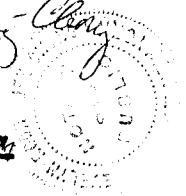
STATE OF New York)
) ss.
COUNTY OF New York

The foregoing Amended and Restated Declaration was acknowledged before me by Thomas O. Mulliner and Anne A. Miller, Owner(s) of Lot 35, this 19th day of July, 1996.

Evelyn Rodriguez Chong
Notary Public

My Commission expires:

EVELYN RODRIGUEZ CHONG
Notary Public, State of New York
No 41 5010506
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 29, 1997



Execution page for Amendment and Restatement of
Declaration of Covenants, Conditions and Restrictions,
John Dodge Homestead Subdivision
Fourth, Fifth and Sixth Filings

Owner(s) of Lot 36

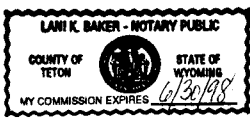
John C. Gilmore 7/27/96
Martha J. Gilmore 7/23/96

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

The foregoing Amended and Restated Declaration was acknowledged before
me by John C. Gilmore and John C. Gilmore, Owner(s) of
Lot 36, this 23rd day of July, 1996.

Lani K. Baker-Matthews
Notary Public

My Commission expires: 6/30/98



Execution page for Amendment and Restatment of
Declaration of Covenants, Conditions and Restrictions,
John Dodge Homestead Subdivision
Fourth, Fifth and Sixth Filings

Owner(s) of Lot 40

Daniels Family trust

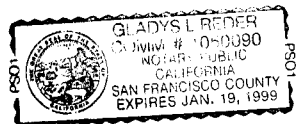
Anna Marie Daniels

STATE OF California)
) ss.
COUNTY OF San Francisco

The foregoing Amended and Restated Declaration was acknowledged before
me by Anna Marie Daniels and _____, Owner(s) of
Lot 40, this 12 day of July, 1996.

Gladys L. Ruder
Notary Public

My Commission expires: January 19, 1999



Execution page for Amendment and Restatement of
Declaration of Covenants, Conditions and Restrictions,
John Dodge Homestead Subdivision
Fourth, Fifth and Sixth Filings

Owner(s) of Lot 41

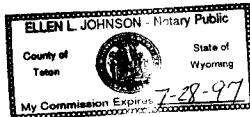
[Signature] 7-10-96
[Signature]

STATE OF Wyoming) ss.
COUNTY OF Teton)

The foregoing Amended and Restated Declaration was acknowledged before
me by Rebecca Frisbie and Thomas J. Frisbie, Owner(s) of
Lot 41, this 10th day of July, 1996.

[Signature]
Notary Public

My Commission expires:



Execution page for Amendment and Restatement of
Declaration of Covenants, Conditions and Restrictions,
John Dodge Homestead Subdivision
Fourth, Fifth and Sixth Filings

Owner(s) of Lot 43

Barbara Traubert

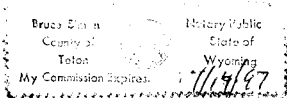
S B Traubert

STATE OF Wyo.)
COUNTY OF Teton) ss.

The foregoing Amended and Restated Declaration was acknowledged before
me by Barbara Traubert and S B Traubert, Owner(s) of
Lot 43, this 30th day of July, 1996.

[Signature]
Notary Public

My Commission expires:



**Execution page for Amendment and Restatement of
Declaration of Covenants, Conditions and Restrictions,
John Dodge Homestead Subdivision
Fourth, Fifth and Sixth Filings**

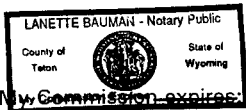
Owner(s) of Lot 44

Barry L. Culbertson

Theila L. Smith

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

The foregoing Amended and Restated Declaration was acknowledged before me by Barry L. Culbertson and Theila L. Smith, Owner(s) of Lot 44, this 29 day of July, 1996.



My Commission expires: 8-12-97

Lanette Bauman
Notary Public

Execution page for Amendment and Restatement of
Declaration of Covenants, Conditions and Restrictions,
John Dodge Homestead Subdivision
Fourth, Fifth and Sixth Filings

Owner(s) of Lot 15

Ross Harman

STATE OF WY)
COUNTY OF Teton) ss.

The foregoing Amended and Restated Declaration was acknowledged before
me by Roderick Cushman and _____, Owner(s) of
Lot 45, this 15th day of July, 1996.



Verena W. Cushman
Notary Public

Execution page for Amendment and Restatement of
Declaration of Covenants, Conditions and Restrictions,
John Dodge Homestead Subdivision
Fourth, Fifth and Sixth Filings

Owner(s) of Lot 46

Wilbert Woodson, et al
7/5/96

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

The foregoing Amended and Restated Declaration was acknowledged before
me by Wilbert Woodson and _____, Owner(s) of
Lot 46, this 5th day of July, 1996.

Charles J. Mildren
Notary Public
Charles J. Mildren

My Commission expires: April 22, 2000



**Execution page for Amendment and Restatement of
Declaration of Covenants, Conditions and Restrictions,
John Dodge Homestead Subdivision
Fourth, Fifth and Sixth Filings**

Owner(s) of Lot 47

Robert W. Ewing, Jr.
Linda J. Ewing

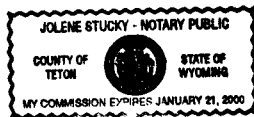
STATE OF Wyoming)
) ss.
COUNTY OF Teton)

The foregoing Amended and Restated Declaration was acknowledged before me by Robert W. Ewing, Jr. and Linda J. Ewing, Owner(s) of Lot 47, this 8th day of July, 1996.

Jolene Stucky
Notary Public

My Commission expires:

1/21/2000



Execution page for Amendment and Restatement of
Declaration of Covenants, Conditions and Restrictions,
John Dodge Homestead Subdivision
Fourth, Fifth and Sixth Filings

Owner(s) of Lot 48

Beth Marie Graham

Kenneth J. Graham

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND

The foregoing Amended and Restated Declaration was acknowledged before
me by Beth Marie Graham and Kenneth J. Graham, Owner(s) of
Lot 48, this 28th day of AUGUST, 1996.

Notary Public
JEROME JAY ALLEN
Notary Public, Oakland County, MI
My Commission Expires June 6, 2000

My Commission expires:

Execution page for Amendment and Restatement of
Declaration of Covenants, Conditions and Restrictions,
John Dodge Homestead Subdivision
Fourth, Fifth and Sixth Filings

Owner(s) of Lot 50
at

Charles E. Donnelly 8-5-96

Susanne F. Donnelly
Susanne F. Donnelly 8-5-96

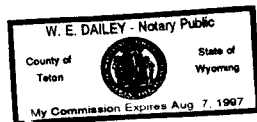
STATE OF Wyoming, ss.
COUNTY OF Teton

The foregoing Amended and Restated Declaration was acknowledged before me by Charles E. Donnelly* and Susanne F. Donnelly, Owner(s) of Lot 50, this 5th day of August, 1996.

*who made his mark.

W E Dailey
Notary Public

My Commission expires: 8/7/97



Execution page for Amendment and Restatement of
Declaration of Covenants, Conditions and Restrictions,
John Dodge Homestead Subdivision
Fourth, Fifth and Sixth Filings

Owner(s) of Lot 52

Jean H. Hyland
William S. Hazan

STATE OF PENNSYLVANIA)
) ss.
COUNTY OF PHILADELPHIA

The foregoing Amended and Restated Declaration was acknowledged before
me by Jean H. Hyland and William S. Hazan, Owner(s) of
Lot 52, this 18th day of July, 1996.

Joann D. Hazan
Notary Public

My Commission expires:

NOTARIAL SEAL
JOANN D. HAZAN, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Dec. 7, 1999

Execution page for Amendment and Restatement of
Declaration of Covenants, Conditions and Restrictions,
John Dodge Homestead Subdivision
Fourth, Fifth and Sixth Filings

Owner(s) of Lot 54

Peter McGanney

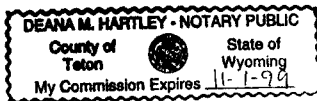
7/8/96

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing Amended and Restated Declaration was acknowledged before
me by PETER MCGANNEY and _____, Owner(s) of
Lot 54, this 8TH day of July, 1996.

Deana M. Hartley
Notary Public

My Commission expires:



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 7/12/96 before me, Michelle Ann Goulet, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Charles D Miller and Carolyn Miller
Name(s) of Signer(s)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Michelle Ann Goulet
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

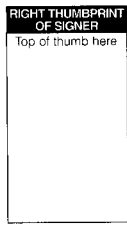
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

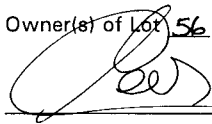
- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Execution page for Amendment and Restatement of
Declaration of Covenants, Conditions and Restrictions,
John Dodge Homestead Subdivision
Fourth, Fifth and Sixth Filings

Owner(s) of Lot 56



STATE OF Connecticut
) ss. Fairfield
COUNTY OF Fairfield

The foregoing Amended and Restated Declaration was acknowledged before
me by Alberto Cerretti and _____, Owner(s) of
Lot _____, this 5th day of July, 1996.

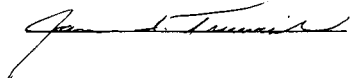
Barbara L. Shoup
Notary Public

My Commission expires: 8/31/99



Execution page for Amendment and Restatement of
Declaration of Covenants, Conditions and Restrictions,
John Dodge Homestead Subdivision
Fourth, Fifth and Sixth Filings

Owner(s) of Lot 57



Frances D. Trisweiler

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Amended and Restated Declaration was acknowledged before
me by _____ and _____, Owner(s) of
Lot _____, this _____ day of _____, 1996.

Notary Public

My Commission expires:

State of California
County of Alameda

On 7/29/96 before me, Sandra J. Phillips, Notary Public, personally appeared

FRANCES D. TRIERWEILER AND
JAMES R. TRIERWEILER

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Sandra J. Phillips
Sandra J. Phillips



OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
 CORPORATE OFFICER(S)

TITLE(S)

- PARTNER(S) LIMITED

- GENERAL

- ATTORNEY-IN-FACT

- TRUSTEE

- GUARDIAN/CONSERVATOR

- OTHER _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT THE RIGHT

ALTHOUGH THE DATA REQUESTED HERE IS NOT REQUIRED BY LAW, IT COULD PREVENT FRAUDULENT REATTACHMENT OF THIS FORM.

OPTIONAL SECTION

TITLE OR TYPE OF DOCUMENT AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, JOHN DODGE HOMESITE

NUMBER OF PAGES 18

DATE OF DOCUMENT 7/29/96

Execution page for Amendment and Restatement of
Declaration of Covenants, Conditions and Restrictions,
John Dodge Homestead Subdivision
Fourth, Fifth and Sixth Filings

Owner(s) of Lot 59

L. E. Simmons

STATE OF Wyoming)
COUNTY OF Teton) ss.

The foregoing Amended and Restated Declaration was acknowledged before
me by L. E. Simmons and _____, Owner(s) of
Lot 59, this 22 day of July, 1996.



[Signature]
Notary Public

Execution page for Amendment and Restatement of
Declaration of Covenants, Conditions and Restrictions,
John Dodge Homestead Subdivision
Fourth, Fifth and Sixth Filings

Owner(s) of Lot 62

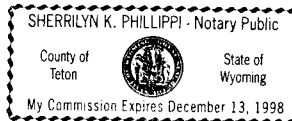
[Signature]

STATE OF Wyoming
COUNTY OF Teton

The foregoing Amended and Restated Declaration was acknowledged before
me by ROBERT HOWARD SMITH and N/A, Owner(s) of
Lot 62, this 22nd day of August, 1996.

Sherrilyn K. Phillippi
Notary Public

My Commission expires: 12-13-98



Execution page for Amendment and Restatement of
Declaration of Covenants, Conditions and Restrictions,
John Dodge Homestead Subdivision
Fourth, Fifth and Sixth Filings

Owner(s) of Lot 69

Patricia P. Bardsley

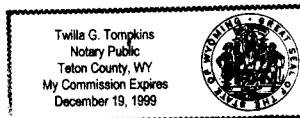
July 22, 1996

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing Amended and Restated Declaration was acknowledged before
me by PATRICIA P. BARDSLEY and N/A, Owner(s) of
Lot 69, this 22ND day of JULY, 1996.

Twilla G. Tompkins
Notary Public

My Commission expires:



Execution page for Amendment and Restatement of
Declaration of Covenants, Conditions and Restrictions,
John Dodge Homestead Subdivision
Fourth, Fifth and Sixth Filings

Owner(s) of Lot 70

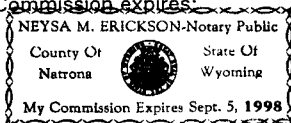
Carole A. Nunn
15 July 1996

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing Amended and Restated Declaration was acknowledged before
me by Carole A. Nunn and -, Owner(s) of
Lot 70, this 16th day of July, 1996.

neysa m. erickson
Notary Public

My Commission expires:



**Execution page for Amendment and Restatement of
Declaration of Covenants, Conditions and Restrictions,
John Dodge Homestead Subdivision
Fourth, Fifth and Sixth Filings**

Owner(s) of Lot 72

[Signature]

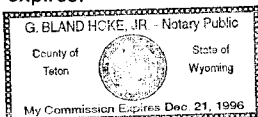
[Signature]

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

The foregoing Amended and Restated Declaration was acknowledged before me by CHARLES WEISS and WENDY WEISS, Owner(s) of Lot 72, this 26th day of AUGUST, 1996.

[Signature]
Notary Public

My Commission expires:



Execution page for Amendment and Restatement of
Declaration of Covenants, Conditions and Restrictions,
John Dodge Homestead Subdivision
Fourth, Fifth and Sixth Filings

Owner(s) of Lot 73

[Signature]

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

The foregoing Amended and Restated Declaration was acknowledged before me by Thomas M. Falvey and _____, Owner(s) of Lot 73, this 16 day of July, 1996.



Alair H. Christensen
Notary Public

My Commission expires: 2/21/2000

Execution page for Amendment and Restatement of
Declaration of Covenants, Conditions and Restrictions,
John Dodge Homestead Subdivision
Fourth, Fifth and Sixth Filings

Owner(s) of Lot (s) 74 & 75

John Haseltine
John Haseltine

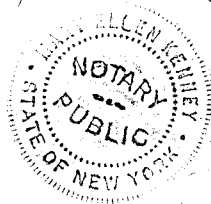
STATE OF NEW YORK)
) ss.
COUNTY OF QUEENS)

The foregoing Amended and Restated Declaration was acknowledged before
me by JOHN HASSETTINE and JOHN HASSETTINE, Owner(s) of
Lot 74 & 75 this 30th day of July, 1996.

Mary Ellen Kenrey
Notary Public

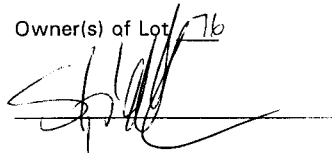
My Commission expires:

MARY ELLEN KENREY
Notary Public, State of New York
No. 41-4807540
Qualified in Queens County
Commission Expires Nov. 30, 1996



Execution page for Amendment and Restatement of
Declaration of Covenants, Conditions and Restrictions,
John Dodge Homestead Subdivision
Fourth, Fifth and Sixth Filings

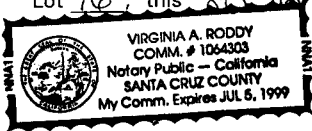
Owner(s) of Lot 76



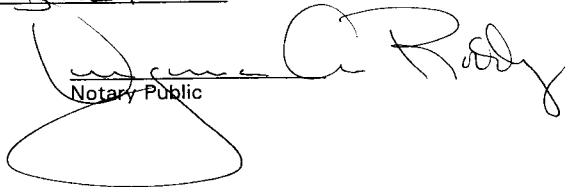
July 8, 1996

STATE OF CALIFORNIA
COUNTY OF Santa Cruz) ss.

The foregoing Amended and Restated Declaration was acknowledged before
me by Stephen J. Luczo and _____, Owner(s) of
Lot 76, this 8th day of JULY, 1996.



My Commission expires:


Notary Public

Execution page for Amendment and Restatement of
Declaration of Covenants, Conditions and Restrictions,
John Dodge Homestead Subdivision
Fourth, Fifth and Sixth Filings

Owner(s) of Lot 77

Paul M. Braun

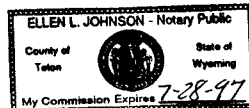
Aug 26, 1996

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

The foregoing Amended and Restated Declaration was acknowledged before
me by Paul M. Braun and _____, Owner(s) of
Lot 77, this 26th day of August, 1996.

Ellen L. Johnson
Notary Public

My Commission expires:



Execution page for Amendment and Restatement of
Declaration of Covenants, Conditions and Restrictions,
John Dodge Homestead Subdivision
Fourth, Fifth and Sixth Filings

Owner(s) of Lot 78

Patricia Chapman

STATE OF IL)
) ss.
COUNTY OF COOK)

The foregoing Amended and Restated Declaration was acknowledged before
me by Patricia CHAPMAN and _____, Owner(s) of
Lot 78, this 16th day of July, 1996.

Sandra L Zeman
Notary Public

My Commission expires:



**Execution page for Amendment and Restatement of
Declaration of Covenants, Conditions and Restrictions,
John Dodge Homestead Subdivision
Fourth, Fifth and Sixth Filings**

Owner(s) of Lot 79

Mary Alice Bradley

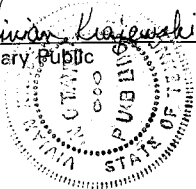
T. M. Bradley

STATE OF Tennessee)
) ss.
COUNTY OF Wilson)

The foregoing Amended and Restated Declaration was acknowledged before
me by Mary Alice Bradley and Tim Bradley, Owner(s) of
Lot 79, this 25th day of July, 1996.

Vivian Krajewski
Notary Public

My Commission expires: 9/14/98



Execution page for Amendment and Restatement of
Declaration of Covenants, Conditions and Restrictions,
John Dodge Homestead Subdivision
Fourth, Fifth and Sixth Filings

Owner(s) of Lot 82

Jim Verdone 8/30/96

PRESIDENT, S&LX CORP.

STATE OF Wyoming)
) ss.
COUNTY OF Leton)

The foregoing Amended and Restated Declaration was acknowledged before
me by Jim Verdone as and president of S&LX Corp. Owner(s) of
Lot 82 this 30th day of August, 1996.



Caroline P. Kruse
Notary Public

My Commission expires: 5/12/98

Execution page for Amendment and Restatement of
Declaration of Covenants, Conditions and Restrictions,
John Dodge Homestead Subdivision
Fourth, Fifth and Sixth Filings

Owner(s) of Lot 83

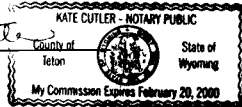
S.A. Assets, LLC

By: [Signature]

STATE OF Wyoming) ss.
COUNTY OF Teton

The foregoing Amended and Restated Declaration was acknowledged before
me by Donald C. Alford and _____, Owner(s) of
Lot 83, this 13th day of August, 1996.

Kate Cutler
Notary Public



My Commission expires: Feb 20, 2000

Execution page for Amendment and Restatement of
Declaration of Covenants, Conditions and Restrictions,
John Dodge Homestead Subdivision
Fourth, Fifth and Sixth Filings

Owner(s) of Lot 83

S.A. ASS-TS, LLC

By: James P. Smith

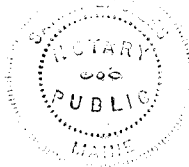
STATE OF Maine)
COUNTY OF Lincoln) ss.

The foregoing Amended and Restated Declaration was acknowledged before
me by James P. Smith and _____, Owner(s) of
Lot 83, this 7th day of August, 1996.

Sarah E. Giles
Notary Public

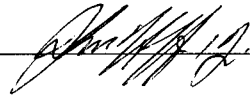
My Commission expires:

SARAH E. GILES, Notary Public
My Commission Expires March 3, 1998



Execution page for Amendment and Restatement of Declaration of Covenants, Conditions and Restrictions, John Dodge Homestead Subdivision Fourth, Fifth and Sixth Filings

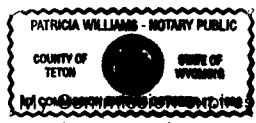
Owner(s) of Lot 84




Mercedes A. Huff

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

The foregoing Amended and Restated Declaration was acknowledged before me by John Huff, Jr. and Mercedes A. Huff, Owner(s) of Lot 84, this 16 day of July, 1996.





Notary Public

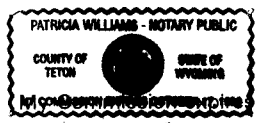
Execution page for Amendment and Restatement of
Declaration of Covenants, Conditions and Restrictions,
John Dodge Homestead Subdivision
Fourth, Fifth and Sixth Filings

Owner(s) of Lot 84

[Signature]
Mercedes A. Huff

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

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me by John Huff, Jr. and Mercedes A. Huff, Owner(s) of
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[Signature]
Notary Public