

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
WOODSIDE SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions regulating and controlling the use and development of certain real property as hereinafter described is made to be effective this 8th day of July, 1996, by Woodside Partners, a Wyoming General Partnership, hereinafter referred to as "Declarant", the Owner or beneficial Owner of Lots 1 through 8, of the Woodside Subdivision in accordance with the plat filed for record on the 16 day of JULY, 1996, in Teton County, Wyoming, as Plat No. 876, and which shall hereinafter be referred to as the "Property". The Property contains significant wildlife habitat and is of high scenic and natural value, and Declarant is adopting the following Covenants, Conditions and Restrictions to preserve and maintain the natural character and value of the Property for the benefit of all Owners of the Property or any part thereof.

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

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to the Woodside Owners Association, a Wyoming Non-Profit Corporation, and its successors and assigns.

Section 2. "Board" shall mean the Board of Directors of the Association, the non-profit corporation established to administer and enforce the terms and conditions of this Declaration as set forth herein.

Section 3. "Common Roads" shall mean the private roadways within the Property which provide access to individual Lot lines and described as Lot 8.

Section 4. "Common Services" shall mean the roadway improvements, maintenance and snow removal services for the Common Roads; utility line maintenance and repair services, if any, for utility lines located in the rights-of-way of such roads; irrigation ditch maintenance and wildlife and ecological

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resources protection and enhancement; and payment of taxes for Lot 8.

Section 5. "Declarant" shall mean and refer to Woodside Partners, a Wyoming General Partnership consisting of Jeffrey L. Walker, Cassandra M. Walker and Paul M. Ginsburg, as Co-Trustees of the Walker Children's Trust U/T/A dated December 29, 1982, and Jeffrey L. Walker, individually.

Section 6. "Development" shall mean any alteration of the natural land surface, and all buildings, Structures or other site improvements on the Property.

Section 7. "Lot" shall mean and refer to any of the single family residential plots of land described above and shown upon that certain recorded subdivision plat of the Property filed by the Declarant in the Office of the Teton County Clerk.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract buyers and Owners of a beneficial interest, but excluding those having such interest merely as security for the performance of an obligation.

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

Section 10. "Property" shall mean and refer to that certain real property known as the Woodside Subdivision, in accordance with the Plat filed for record on the 16 day of JULY, 1996, in Teton County, Wyoming, as Plat No. 876, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 11. "Site Committee" shall mean the Board when acting as the Site Committee as provided by Article VI of these Covenants.

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

Section 13. "Woodside Subdivision" shall mean and refer to the subdivision or development known as Woodside Subdivision.

ARTICLE II - PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Roads which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable assessments for the use and maintenance of the Common Roads as hereinafter set forth.

(b) The right of the Association to establish rules and regulations, including speed limits, for the use of the Common Roads and to impose reasonable sanctions for violations of published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Roads to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Lot Owners agreeing to such dedication or transfer has been recorded. Section 2. Delegation of the Right of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the Common Roads and facilities to the members of his family, his tenants or contract purchasers who reside on the Property.

ARTICLE III
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

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

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

ARTICLE IV
STATUS OF OWNERS; BOARD OF DIRECTORS

Section 1. Legal Status. The Owners do not constitute an association or entity of any kind, and the sole legal entity created hereunder is the Association. The name of the Association shall be the name in which contracts shall be entered into, title to Property shall be acquired, held, dealt in and disposed of, bank accounts shall be opened and suit shall be brought and defended by the Association, through the Board of Directors or officers thereof on behalf of and as agents for the Owners in the manner specified in this Declaration, the charter, the Bylaws or by applicable law.

Section 2. Management of Association and Property. The management and maintenance of the Property and the business, Property and affairs of the Association shall be managed by a Board of Directors as provided in this Declaration and its

articles and bylaws. All agreements and determinations with respect to the Property lawfully made or entered into by the Board of Directors shall be binding upon all of the Owners and their successors and assigns.

Section 3. Board of Directors of the Association. The Board of Directors (the "Board") of the Association shall consist of three (3) members, or such additional number as may be approved by the members in accordance with the Articles and Bylaws. The term of a member shall be three (3) years, except that the terms of the members of the initial Board shall be one, two and three years. Thereafter, all members shall serve for a term of three (3) years. The Board shall be elected by a majority vote of the members.

Until 75% of the Lots have been sold and title transferred to Owners, the Declarant reserves the right to appoint and remove all members of the Board and to exercise the powers and responsibilities otherwise assigned by the Declaration to the Association. By express written declaration, Declarant shall have the option, at any time, to turn over to the Association the total responsibility for electing and removing members of the Board.

Section 4. Authority and Duties. The duties and obligations of the Board and rules governing the conduct of the Association shall be set forth in the Articles of Incorporation and the Bylaws of the Association as they may be amended from time to time.

Section 5. Limited Liability of Board of Directors, etc.. Members of the Board and their officers, assistant officers, agents and employees acting in good faith on behalf of the Association:

(1) shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith;

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

(3) shall have no personal liability in tort to any Owner or any person or entity, except for their own willful misconduct or bad faith;

(4) shall have no personal liability arising out of the use, misuse or condition of the Property which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot (with the exception of unsold Lots retained by Declarant) by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to have consented to be subject to these covenants and agrees to pay to the Association:

- (1) Annual assessments or charges; and
- (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the entity or person who was the Owner of such Property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property and for the provision of Common Services and the improvement and maintenance of the Common Roads, to include road maintenance, snow removal and utility line maintenance, landscape maintenance, if any, Association employees' wages, mailing costs and other related expenses incurred on behalf of the Association.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy , in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement including the Common Roads and Shared Access Road, including fixtures and personal Property related thereto, provided that any such assessment shall have the assent of one-half (1/2) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual or semi-annual basis. Lots owned by the Declarant shall not be assessed or required to pay assessments until sold by either a deed or contract.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots subject to assessment on the first day of the month following the conveyance of the first Lot. The first annual assessment for Lots purchased thereafter shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Roads or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage or vendor's interest in an

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

ARTICLE VI - ARCHITECTURAL STANDARDS

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

(a) The site committee shall consist of the Board of Directors of the Association for their respective terms of office.

Section 2. Initial Site Committee. The members of the initial site committee shall be Jeffrey L. Walker, Cassandra Walker and James McLaughlin.

Section 3. Site Committee; Duties. It shall be the duty of the site committee to consider and act upon such proposals for plans submitted to it from time to time, to adopt site committee rules pursuant to Section 5 of this Article, and to perform such other duties from time to time delegated to it by the Association.

Section 4. Site Committee; Meetings; Action; Expenses. The site committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of any two (2) members shall constitute an act by the site committee unless the unanimous decision of its members is otherwise required by the Woodside Subdivision Covenants. The site committee shall keep and maintain a record of all action from time to time taken by the site committee at such meetings or otherwise. Unless authorized by the Association, the members of the site committee shall not receive any compensation for services rendered. All members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any site committee function.

Section 5. Site Committee Rules. The site committee may, from time to time, and in its sole discretion, adopt, amend and repeal by unanimous vote, rules and regulations, to be known as "Site Committee Rules". A copy of the site committee rules, as they may from time to time be adopted, amended or repealed, certified by any member of the site committee, shall be available for each Lot Owner requesting the same from any member of the site committee, and shall have the same force and effect as if they were a part of the Woodside Subdivision Covenants. The site committee may record the same if deemed necessary.

Section 6. Non-Waiver. The approval by the site committee of any plans, drawings or specifications for any work done or proposed, or in connection with any other matter requiring the approval of the site committee under the Woodside Subdivision Covenants, shall not be deemed to constitute a waiver of any

right to withhold approval as to any similar plan, drawing, specification or matter whenever subsequently or additionally submitted for approval.

Section 7. Estoppel Certificate. Within thirty (30) days after written demand therefor is delivered to the site committee by any Owner, and upon payment therewith to the Association of a reasonable fee from time to time to be fixed by the Association, the design committee shall record an estoppel certificate executed by any two (2) of its members, certifying with respect to any Lot of said Owner, that as of the date thereof either (a) all improvements or other work made or done upon or with said Lot by the Owner, or otherwise, comply with the Woodside Subdivision Covenants, or (b) such improvements and/or work do not comply, in which event the certificate shall also (1) identify the non-complying improvements and/or work, and (2) set forth with particularity the cause or causes for such noncompliance. Any purchaser from the Owner, or mortgagee or other encumbrance shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, Declarants and all Owners and such purchaser, mortgagee or other encumbrance.

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

ARTICLE VII - DESIGN STANDARDS

Section 1. General Standards. The following standards and restrictions are applicable to the construction, remodeling, alteration and exterior refinishing of any and all improvements and site preparation upon each Lot. The intent of the Declarant in establishing these covenants is to create and maintain a rural recreational and residential area with an atmosphere and charm

entirely compatible with the natural environment, and further to provide every practical and legal means to safeguard and protect the interests of all Owners and the stability of this Development. In considering applications, the Site Committee will regard compatibility with site characteristics as the primary and foremost design objective. The Development shall not dominate its surroundings, but rather should be subservient to them. The total mood should be predominance of wood in the structures to assure harmony with the colors and textures of the natural environment.

Section 2. Design Character.

(a) All improvements shall be of new construction. Pre-built, component, or modular construction shall not be permitted.

(b) Exterior materials shall be new material except for architectural detailing which may utilize used materials provided that used materials may be approved for barns and other outbuildings.

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

(d) Exterior colors shall be subdued. Color samples, on pieces of all exterior materials and roofing materials to be used, shall be submitted to the site committee for approval.

Section 3. Building Design

(a) Not more than one single family residence shall be constructed on any residential site. A detached guest house, garage facilities and associated outbuildings, not to exceed a total of three (3) Structures, may be permitted if of similar design character to the Principal Residence.

(b) The minimum floor area of any single family residence shall be not less than 5,000 square feet, exclusive of a garage, carport or un-enclosed porches or decks. Each principal residential Structure shall have as a minimum an attached or detached two-car garage.

(c) The maximum building height of any Structure shall not exceed 30 feet. All heights shall be measured at any cross section of the Structure from undisturbed original grade to the highest point of the Structure immediately above. Minor projections such as chimneys or other Structures not enclosing habitable space, shall be excluded in determining the maximum height.

(d) Roofs shall have a minimum pitch of four feet in twelve feet. All primary roofs shall have a minimum overhang of two feet. Roofs shall be shake shingles, or slate.

(e) Exposed foundations of concrete or masonry construction shall not have an exposed surface which exceeds a height of 8" above finished grade, unless approved by the site committee.

(f) Solar collectors may be of any construction, materials or pitch required for efficient operation, but they shall not be placed on any Structure in a manner which causes objectionable glare to any neighboring residence. Solar collectors shall be integrated into the Structure of a residence, garage, carport or accessory building and shall not be free-standing. Solar collectors shall be permitted only upon specific approval of the site committee.

Section 4. Site Design.

(a) Building Envelope. In order to provide for wildlife habitat and for the purpose of conserving wetland values and avoiding disturbances and impacts to wetlands, building envelopes have been designated for each of the Lots and are as shown on the final development plan for Woodside Subdivision on file with the Teton County Planning Office and the Woodside Owners Association. No Structure of any kind shall be constructed outside of the building envelopes as designated on the development plan for those Lots and all setbacks designated on the development plan shall be complied with. Amendments to building envelopes subsequent to the conveyance of a Lot by the Declarant may be accomplished by recording a document amending the building envelope which shall have the approval of the Owner of the Lot in which the building envelope is to be modified, as well as adjacent Lot Owners and the Site Committee, and shall comply with applicable approval standards and procedures of Teton County. With the exception of habitat enhancements, no improvement or development shall be permitted on any site outside of the Building Envelope except access driveways, utility installations and bridges.

(b) Finish grading on all buildings shall assure drainage of surface water from the buildings and avoid concentrating runoff onto adjacent properties. For a distance of ten feet a minimum fall of six inches in ten feet shall be provided at the perimeter of all buildings which have impervious surfaces and one inch in ten feet for impervious surfaces.

(c) Fencing shall comply with the following requirements:

(1) No boundary fences around the exterior Lot lines of any Lot, or around the perimeter of any building site shall be permitted. The following are the only fences permitted on any Lot, which shall be within the building envelope:

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

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

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

(d) Exterior lighting fixtures shall be downcast 90 degree cut off fixtures. Lights cast upwards towards walls or trees shall not be allowed on any Site. All interior lights shall be designed to avoid emission of glare or unreasonable brightness from any window, door, or other opening in the building. Exterior lighting, except downcast walkway and driveway lighting not more than three (3) feet above ground, shall not be used for extended periods, shall not be left on overnight, and shall not be used unless the Site is occupied. All building plans shall include specifications for both the interior and exterior lighting plans and shall be subject to approval by the Site Committee in its sole discretion.

(e) Utilities shall be installed underground. No antenna or satellite dish shall be installed on any Structure or not so that it is visible from any other Lot and there shall be no visible roof antenna.

(f) Wildlife habitat enhancement projects shall be accomplished within the guidelines and recommendations set forth in the Wildlife Assessment for the property, a copy of which is available from the Site Committee and, in addition, shall be subject to the review and approval of the Site Committee.

(g) Solid fuel burning appliances shall comply fully with the applicable regulations of Teton County and any other entity having jurisdiction at the time of issuance of a building permit or other applicable permit for such device.

ARTICLE VIII
LAND CLASSIFICATIONS, USES AND RESTRICTIVE COVENANTS

Section 1. Land Classifications. All land within the Property has been classified into the following areas:

- (a) Residential; and
- (b) Common Roadways.

Section 2. General Restrictions. The following general restrictions shall apply to all land, regardless of classification:

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

(b) The sum of One Hundred Dollars (\$100.00) for each residential Lot shall be submitted, along with the proposed building, site or alteration plans to the design committee to cover the expenses of reviewing said plans. Said amount may be increased from time to time by the site committee rules.

(c) Two copies of any proposed plans and related data shall be furnished to the site committee, one of which may be retained by the site committee for its records. Any approval given by the site committee shall not constitute a

warranty, express or implied, of compliance with any applicable building or safety codes or for any other purposes other than the authority for the person submitting the plan to commence construction.

Section 3. Residential Area; Uses; Restrictions.

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

(1) Construction of guest houses in accordance with these Covenants.

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

(3) The leasing of any Lot from time to time by the Owner thereof for periods in excess of thirty (30) days only, subject, however, to all of the restrictions as may be adopted from time to time by the Association.

(b) Each residential Lot, and any and all improvements from time to time located thereon, shall be maintained by the Owner thereof in good condition and repair, and in such manner as not to create a fire hazard, all at such Owner's sole cost and expense.

(c) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of their Lots, or in their enjoyment of common areas. All storage of toxic materials shall be limited and storage areas so constructed as to prevent any leakage or discharge of such materials into the Snake River or any of its tributaries, including underground aquifers. The use and disposal of hazardous materials must follow all federal and state requirements. Hazardous materials must not be disposed of on-site. In determining whether there has been a violation of this paragraph recognition must be given to the premise that Owners, by virtue of their interest and participation in Woodside Subdivision are entitled to the reasonable enjoyment of the natural benefits and surroundings of Woodside Subdivision.

Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Lots and improvements located thereon, shall be placed or used upon any Lot.

(d) No domestic animals or fowl shall be maintained on any Lot other than not more than two generally recognized house or yard pets, provided, however, that such animals shall at all times be restrained or leashed and provided further that subject to the provisions of subparagraphs (a) and (c) above, and subject to such limitations as may from time to time be set forth in the Bylaws of the Association, which may reduce the allowable number, restrict the type of pet, or require that such pets be confined indoors. Pets shall be fed indoors or, if fed outdoors, shall be fed in a manner as not to become a wildlife attractor. If any animals are caught or identified chasing or otherwise harassing livestock, wildlife, people, vehicles or bicycles, 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 Two Hundred Fifty Dollars (\$250.00) plus all costs of impoundment. If any such animal or animals are caught or identified chasing or harassing wildlife, livestock, people, vehicles or bicycles on a second occasion, the Board shall have the authority to have such animal or animals impounded or destroyed, the determination of disposition being the sole discretion of the Board. In the event that such animal or animals are not destroyed, the Board shall assess a penalty of Five Hundred Dollars (\$500.00) per animal, plus costs of impoundment. On a third violation, in addition to the foregoing penalties, the offending animal or animals shall be removed from the subdivision. 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. In addition, violation of these restrictions on a third occasion may result in the termination of the right to keep pets on the property in the sole discretion of the Board.

(e) No signs whatsoever, including but without limitation, commercial, political and similar signs, visible from neighboring Property, shall be erected or maintained upon any Lot, except:

(1) Such signs as may be required by legal proceedings;

(2) Standardized residential identification signs of a combined total face area of three (3) square feet or less for each residence, and signs used in connection with facilities of a directory, informational or instructional nature, subject to County sign regulations;

(3) During the time of construction of any residence or other improvement, job identification signs having a maximum face area of six (6) square feet per sign and of the type usually employed by contractors, subcontractors and tradesmen;

(4) Not more than one "for sale" or "for rent" sign having a maximum face area of three (3) square feet, provided that if at the time of any such desired use the Association is providing such signs for the use of Owners such signs shall be used; and

(5) Such residential identification signs to be placed in common areas associated with each living unit area, as the homeowners within that area determine appropriate and feasible, and as are in conformance with the regulations of Teton County.

(f) No house trailer, mobile home, tent, teepee or similar facility or Structure shall be kept, placed or maintained upon any Lot at any time; provided, however, that the provisions of this subparagraph shall not apply to children's tents, tee-pees or play Structures, or to temporary construction shelters maintained during, and used exclusively in connection with, the construction of any work or improvement permitted by these covenants. No person shall reside in or live in such temporary construction shelters or facilities unless application is made therefor and approved by the site committee, and as provided for by County regulations and after appropriate County permits are obtained.

(g) No trailer of any kind, truck camper or boat shall be kept, placed or maintained upon any Lot in such a manner that such trailer, truck camper or boat is visible from neighboring Property, unless the same is approved as a temporary construction facility as provided above.

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

which may be constructed in advance of the primary residence and occupied for no more than 2 years prior to completion of the primary residence.

(i) All garbage and trash shall be placed and kept in covered (bear-proof) containers which shall be maintained so as not to be visible from neighboring Lots or become an attractant to wildlife. The collection and disposal of garbage and trash shall be in strict compliance with such rules as may be adopted by the Association, which may provide for common collection points and for routines and procedures to minimize conflicts with bears. The maintenance of accumulated waste plant materials is prohibited. The cost of garbage and trash collection shall be paid by each Owner, in accordance with the billing of the collector.

(j) Outside clothes lines or other outside clothes drying or airing facilities shall be maintained exclusively within a fenced service yard and shall not be visible from neighboring Lots or any other Lots located within the subdivision, unless approved by the site committee.

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

(l) An Owner shall not permit designated parking spaces to be used for purposes other than to park vehicles. The Board shall have full power and authority to regulate the parking and storage of cars and any and all motor homes, recreational vehicles, boats, bicycles, motorbikes, motorcycles, trailers and other similar vehicles and equipment, and to regulate the use of roadways by imposing and enforcing speed limits and other restrictions, all with full power and authority to impose and enforce (by special assessments hereunder or otherwise) fines and other penalties for violations of such regulations.

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

(n) No mining or other mineral extraction or Development activities shall be permitted on any Lot, including the removal of gravel; provided that excavation for construction, wildlife enhancement or landscape purposes may be permitted with the prior written approval of the Site Committee. The filling, excavating, dredging, mining, drilling or removing of topsoil, sand, gravel, rock, minerals, or other materials, or other changes of the topography is discouraged, except where absolutely necessary or associated with approved wildlife habitat enhancement plans.

(o) Lot Owners shall take all actions necessary to control noxious weeds as defined by the Teton County Weed and Pest Control Board and/or the Board. Because the timing for effective control of noxious weeds is very critical, if a Lot Owner fails to respond immediately to a written request for weed control from the site committee, the Board shall have the right to contract for such control services and the company so contracted shall have the right to enter upon any such Lot to treat noxious weeds without any liability for trespass. In the event that the Board provides for noxious weed treatment as described herein, the Owner of a Lot treated for noxious weed control shall pay all costs incurred by the Board. Noxious weed treatment shall be strictly limited to herbicides approved by the Teton County Weed and Pest Control Board. Under no circumstance, however, shall materials or methods be utilized to control noxious weeds which would endanger wildlife or sensitive wetland habitat on the Property or adjacent lands.

(p) There are 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 Lot Owner shall promptly notify the Board of any animals such as beaver who are plugging a ditch so that the site committee can take necessary control actions. No pesticides or other noxious or dangerous chemicals shall be put into or allowed to enter irrigation ditches or waterways.

(1) Irrigation Water. The Declarant has elected to retain the water rights associated with the Cyclone

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

(q) Owners shall not obstruct or park on Common Roadways. Owners shall not place, park or store anything within the Common Roadways without the prior written consent of the Board or its designee, except in a facility specifically designated or approved for such storage.

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

(s) No snowmobile, motorcycle, or any 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) The use of chemical herbicides and pesticides are discouraged except for controlling noxious or exotic terrestrial weeds or pests. Application of state-approved herbicides should be done responsibly by persons appropriately licensed and trained. A Teton County Weed and Pest representative should be consulted before applying chemicals in sensitive areas.

(u) It is recognized by the Declarant and the purchasers or Owner of any Lot within the Property, that many wildlife species live on or migrate through the Property during various times of the year. The following limitations on use and Development are intended, in addition to all other requirements of these Covenants, to protect, preserve and maintain the existing wildlife habitat on the Property and to minimize the adverse effects of Development on wildlife habitat:

(1) No Owner of any Lot shall remove or alter or allow others to remove or alter any of the existing vegetation thereon, except as is absolutely necessary for the clearing and preparation of that portion of the building envelope necessary for the purposes of constructing authorized Structures or roads thereon, and particular attention shall be given to the protection of trees identified by the Site Committee after consultation with the Wyoming Game & Fish Department as important to raptor species as perching and nesting sites.

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

(3) No hunting or shooting of guns or discharge of explosives shall be allowed on any Lot.

(4) While no raptor nests are currently known to exist on the Property, all Owners are requested to immediately report locations of active raptor nests to a member of the Site Committee who shall report the information to the Wyoming Game & Fish Department. No active raptor nests shall be approached during the nesting season.

(5) The Owner of every Lot, as well as guests and invitees, shall comply with all State and Federal laws prohibiting the harassment, injury or killing of any wildlife species on the Property comprising the Subdivision to which these Covenants are applicable.

(6) No elk or other big game animals shall be fed hay or any other food on the Property in order to prevent migrating animals from interrupting their migration to winter feeding grounds and to prevent such animals from becoming habituated to unnatural food sources. In addition, all new planting of shrubs and trees shall be limited to those species which are not unduly palatable to browsing animal species. The Site Committee will provide a list in consultation with the Wyoming Game & Fish Department of species of trees and shrubs which may be unduly palatable to browsing animals and, accordingly, may be prohibited.

(7) Introduction into the wild of any non-native animal species which might compete with or harm native species and result in their decline is prohibited. This includes domestic waterfowl in common or private aquatic areas because they have been proven to be very aggressive towards native waterfowl species.

(8) All residents must familiarize themselves with the Wildlife Assessment for the Property, a copy of which is available from the Board.

ARTICLE IX - GENERAL PROVISIONS

Section 1. Lot Splitting; Consolidation. Two or more contiguous Lots within the Property may be combined, provided notice of intention to consolidate such Lots is filed with the site committee. Such consolidated Lots may thereafter be treated as one building site, and such site may be subjected to these restrictions the same as a single Lot except for the purpose of levying and collecting assessments.

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

Section 3. Condemnation of Common Area. If at any time, or from time to time, all or any portion of common roadways, or any interest therein, shall be taken for any public or quasi-public use, under any statute, by right of eminent domain or by private purchase in lieu of eminent domain, the entire award in condemnation shall be paid to the Association and deposited into either the operating fund or the Development fund as the Association may, in its sole discretion, determine. No Owner shall be entitled to any portion of such award and no Owner shall

be entitled to participate as a party, or otherwise, in any proceeding relating to such condemnation, such right or participation being herein reserved exclusively to the Association which shall, in its name alone, represent the interests of all Owners; provided, however, that the portion of any award relating to improvements which constitute a private recreation facility shall be divided equally among the Owners who, at the time of such taking, are permitted users of such facility.

Section 4. Notices; Documents; Delivery. Any notice or other document permitted or required by the Woodside Subdivision Covenants shall be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows: If to the Association or to the site committee, at c/o James McLaughlin, P. O. Box 479, Sun Valley, Idaho 83353; if to an Owner, then at any Lot within Woodside Subdivision owned by the Owner; if to Declarant, at c/o James McLaughlin, P. O. Box 479, Sun Valley, Idaho 83353; provided, however, that any such address may be changed from time to time by an Owner, by the site committee, or by Declarant by notice in writing, delivered to Association member.

Section 5. General Maintenance. The maintenance, alteration, replacement and/or repair of the Common Roads and Shared Access Road shall be the responsibility of the Board. The Board, as part of its responsibility, shall maintain, repair and provide for snow removal and maintenance activities on all roadways. The maintenance, repair and replacement of all improvements on each Lot shall be the responsibility of the Owner of such Lot and not the Board, except as otherwise expressly set forth below.

Section 6. Access; Certain Additional Improvements. The Board or manager shall have the irrevocable right to have access to each Lot from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Roadways.

ARTICLE X
ENFORCEMENT, DURATION AND AMENDMENT

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to

enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Duration of Restrictions. All of the covenants, conditions and restrictions set forth in these covenants shall continue and remain in full force and effect at all times against said Property and the Owners thereof, subject to the right of amendment or modification provided for in this Article, for a term of twenty (20) years, after which time they shall be automatically extended for successive periods of twenty (20) years.

Section 3. Amendment. This declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, which instrument must be recorded in the Office of the County Clerk of Teton County, Wyoming. The Declarants shall have the right, during such time as it owns not less than thirty-five percent (35%) of the Lots, in number, to change or modify these covenants, and all Lots within the Woodside Subdivision including those previously sold shall be subject to such changes. Such amendments shall be duly executed by the Declarant and placed of record in the Office of the County Clerk of Teton County, Wyoming. The provisions of Article VII, Sections 4(c) and (d), Article VIII, Section 3, Article IX and Article X, shall not be amended without consent of the Board of County Commissioners of Teton County, Wyoming.

Section 4. Annexation. Additional residential Property and common area may be annexed to the Property by Declarant at any time, provided only that all of such additional Property and Property Owners shall be subject to these Covenants.

Section 5. Violation Constitutes Nuisance. Every act or omission, whereby any restriction, condition or covenant in this Declaration set forth, if violated in whole or in part, is declared to be and shall constitute a nuisance and may be abated by Declarants or their successors in interest and/or by any Lot Owner; and such remedies shall be deemed cumulative and not exclusive.

Section 6. Construction and Validity of Restrictions. All of said covenants, conditions and restrictions contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants of reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant or reservation, or any part thereof, shall be thereby affected or impaired; and the Declarants, grantor and grantee, their heirs, successors and assigns, shall be bound by each Article, Section,

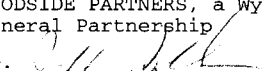
subsection, paragraph, sentence, clause and phrase of this Declaration irrespective of the fact that any Article, section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason becomes unenforceable.


Section 7. No Waiver. The failure of the Board or its agents to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Board or its agent of the payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Board.

Section 8. Variances. The site committee may allow reasonable variances and adjustments of the foregoing covenants, conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the covenants contained herein. With respect to movement of building envelopes, approval shall be required from the Site Committee, contiguous Lot Owners and Teton County. Any variances from the provision of Article VII, Sections 4(c) and (d), Article VIII, Section 3, Article IX and Article X, shall also require the approval of the Board of County Commissioners of Teton County. Any variances or adjustments of these conditions, covenants and restrictions granted by the design committee, or any acquiescence or failure to enforce any violation of the conditions and restrictions herein, shall not be deemed to be a waiver of any of the conditions and restrictions in any other instance.

DATED this 8th day July, 1996.

WOODSIDE PARTNERS, a Wyoming
General Partnership

BY: 
Jeffrey L. Walker, General
Partner

BY: 
Cassandra M. Walker, General
Partner

THE WALKER CHILDREN'S TRUST, U/T/A
dated December 29, 1982, as
General Partner

BY: *Jeffrey L. Walker*
Jeffrey L. Walker, Co-Trustee

BY: *Cassandra M. Walker*
Cassandra M. Walker, Co-Trustee

STATE OF Wyoming)
COUNTY OF Teton) ss.

The foregoing instrument was acknowledged before me by
Jeffrey L. Walker and Cassandra M. Walker, individually and as
Co-Trustees of the Walker Children's Trust, this 8th day of
July, 1996.

Witness my hand and official seal.

Francesca Pasucci-Rice
Notary Public

My Commission Expires:

