

**RESTRICTIVE COVENANTS**

These Restrictive Covenants ("Covenants") are made effective this 19th day of September, 1997 by Countryside 1, LLC, a Wyoming limited liability company ("Declarant"). The Covenants set forth herein bind, touch and concern certain real property located in Teton County, Wyoming, which property is more particularly described in Exhibit A attached hereto and by this reference made a part hereof ("Tract 10"), and have been created in order to protect the views of the owner of Tract 9 (as hereinafter defined). (described in Exhibit B)

Declarant, as the owner of Tract 9 and Tract 10 has executed these Covenants in order to preserve the views of the Southern Range of the Teton Mountains, specifically the Southern portion of the Wilson Face, for the benefit of Tract 9 and future owners thereof.

For ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant covenants and agrees as follows:

1. Definitions. As used herein, the following terms used in these Covenants shall be defined as follows:

"CC&R's" means the Declaration of Covenants, Conditions and Restrictions for Crescent "H" Ranch Parcels dated June 25, 1997 by Countryside I, LLC, recorded with the Teton County Clerk on June 25, 1997, as Document No. 0442302, at Book 336, Page 477-534.

"Declarant" means Countryside 1, LLC, a Wyoming limited liability company, and its successors and assigns.

"Tract 9" means that certain tract and parcel of real property located contiguous and adjacent to Tract 10 which is more particularly described in Exhibit B attached hereto and by this reference made a part hereof.

"Tract 10" shall have the meaning set forth in the first paragraph of these Covenants.

"View Corridor" means that portion of Tract 10 running approximately 250 feet deep inside of Tract 10 along the entire common border between Tract 9 and Tract 10, all as more particularly described in Exhibit C attached hereto and by this reference made a part hereof.

2. Covenants. Declarant, as the fee owner of Tract 10, shall not, in each case without first obtaining the prior written consent and approval of the owner of Tract 9:

- (a) make a request under the CC&R's to alter or relocate, or otherwise consent or agree to any alteration or relocation of, the Building Envelope (as defined in the CC&R's) which is located on Tract 10, if such relocation shall cause any portion of such Building Envelope to be located within the View Corridor;
- (b) construct any structures, buildings or outbuildings on Tract 10 in the View Corridor; or

RELEASED	
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ABSTRACTED	
SCANNED	

PIN# 22-10-17-04-100 002

Grantor: COUNTRYSIDE 1, LLC  
Grantee: THE PUBLIC  
Doc 0448401 bk 340 pg 843-847 Filed at 1:11 on 09/19/97  
V Jolyon Coonce, Teton County Clerk fees: 14.00  
By JULIE HODGES Deputy

- (c) plant any trees, plants or shrubbery which, when fully mature, typically grow to exceed a height of fifteen (15) feet, within the View Corridor, or otherwise raise the elevation of the land within the View Corridor and flora upon it higher than a level which is fifteen (15) feet above the present level.

Such consent and approval shall not to be unreasonably withheld, conditioned or delayed, if and so long as the requested alteration or relocation of the Building Envelope, the proposed construction of Improvements or proposed planting of trees, plants or shrubbery cannot, under any reasonably foreseeable circumstances, obstruct the views of the owner of Tract 9.

3. Declaration. Declarant hereby declares that Tract 10 shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the Covenants set forth herein, which Covenants shall run with the land comprising Tracts 9 and 10 in perpetuity, and shall be binding upon all parties having or acquiring any legal or equitable interest in or title thereto, and shall inure to the benefit of Tract 9 and the owner of Tract 9, his or her heirs, successors and assigns.

4. Natural Growth. While nothing herein contained shall require the owner of the Tract 10 to remove, destroy or prune any trees, plants and shrubbery presently located in the View Corridor or trees, plants and shrubbery that hereafter grow in the View Corridor in its natural state, if and to the extent reasonably requested by the owner of Tract 9 from time to time, the owner of Tract 10 shall, at the sole cost and expense of the owner of Tract 9, retain the services of a certified or licensed arborist or tree service to trim any excess growth and prune any trees located within the View Corridor to the extent reasonably required in order to preserve the views of the South Wilson faces of the Teton Range from Tract 9, in which event the owner of Tract 9 shall provide such assurances as shall be reasonably required from the owner of Tract 10 to cover the costs and expenses associated therewith.

5. Amendment. These Covenants may be amended only with the written consent of the owner of both Tract 9 and Tract 10.

6. Duration. The Covenants set forth herein shall continue and remain in full force and effect at all times as a benefit to Tract 9 and as a burden on that portion of Tract 10 described herein as the View Corridor in perpetuity, and the owners and purchasers of any portion thereof, subject to the right of amendment as set forth in Paragraph 5 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 the owners of both Tract 9 and Tract 10 otherwise agree in writing.

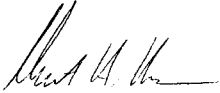
7. Severability. Any decision by a court of competent jurisdiction invalidating any part or paragraph of these Covenants shall be limited to the part or paragraph affected by the decision of the court, and the remaining paragraphs and the Covenants therein shall remain in full force and effect.

8. Construction. This instrument shall be construed in accordance with the laws of the State of Wyoming.

9. Specific Performance. Declarant acknowledges and agrees that damages will not provide an adequate remedy to the owner of Tract 9 in the event of a breach of the covenants herein contained by the owner of Tract 10. Accordingly, the owner of Tract 9 shall be entitled to injunctive or equitable relief (including an action in specific performance) to enforce the covenants and obligations of the owner of Tract 10 which are set forth herein.

IN WITNESS WHEREOF, Declarant has executed these Covenants effective the 19th day of September, 1997.

COUNTRYSIDE 1, LLC



Christopher H. Hawks, attorney-in-fact  
for Countryside 1, LLC, pursuant to instrument  
recorded in Book 337 of Photo at Pages 836-847

STATE OF WYOMING            )  
  )  
COUNTRY OF TETON            )

The foregoing Restrictive Covenants were acknowledged before me by Christopher H. Hawks as Attorney in Fact for Countryside I, LLC this 19th day of September, 1997.

WITNESS my hand and official seal.



  
Notary Public

EXHIBIT A

Legal Description  
Crescent H Ranch  
Tract 10  
35.00 Acres

That part of the S $\frac{1}{2}$ NE $\frac{1}{4}$  and N $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 4, T40N, R117W, 6th P.M. Teton County, Wyoming further described as follows:

**BEGINNING** at a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS3831" which bears N 29° 13' 43" E, 3981.42 feet from the southeast corner of said Section 4 which is marked by a 2 1/2" diameter steel pipe with brass cap inscribed "Bureau of Land Management" and appropriate details;

**THENCE** S 71° 40' 02" E, 921.33 feet to a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS3831";

**THENCE** S 45° 40' 02" E, 891.34 feet to a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS3831";

**THENCE** S 00° 40' 02" E, 282.39 feet to a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS3831";

**THENCE** S 64° 18' 37" W, 502.92 feet to a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS3831";

**THENCE** S 89° 19' 58" W, 899.16 feet to a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS3831";

**THENCE** N 13° 07' 09" W, 285.70 feet to a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS3831";

**THENCE** N 13° 07' 09" W, 393.86 feet to a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS3831";

**THENCE** N 00° 40' 02" W, 761.76 feet to the POINT OF BEGINNING

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 35.00 acres more or less.

All in accordance with a Map of Survey to be recorded in said Office titled "Crescent H Ranch".

EXHIBIT B

Legal Description  
Crescent H Ranch  
Tract 9  
35.00 Acres

That part of the SE $\frac{1}{4}$  of Section 4, T40N, R117W, 6th P.M. Teton County, Wyoming further described as follows:

BEGINNING at a point on the south line of said Section 4 marked by a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS3831" which bears N 89°53'01"E, 367.15 feet from the S1/4 corner of said Section 4 which is marked by a 2 1/2" diameter steel pipe with brass cap inscribed "PAUL N. SCHERBEL RLS 164" and appropriate details;

THENCE N 00°07'14"W, 650.00 feet to a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS3831";

THENCE N 29°13'30"E, 1002.61 feet to a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS3831";

THENCE N 00°40'02"W, 530.61 feet to a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS3831";

THENCE N 89°19'58"E, 899.16 feet to a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS3831";

THENCE S 20°33'25"W, 443.45 feet to a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS3831";

THENCE S 34°40'53"W, 728.62 feet to a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS3831";

THENCE S 00°07'14"E, 1050.00 feet to a 5/8 inch diameter 24 inch long steel rebar with a plastic cap stamped "PIERSON LAND SURVEYS PLS3831";

THENCE S 89°53'02"W, 812.97 feet to the POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 35.00 acres more or less.

All in accordance with a Map of Survey to be recorded in said Office titled "Crescent H Ranch".