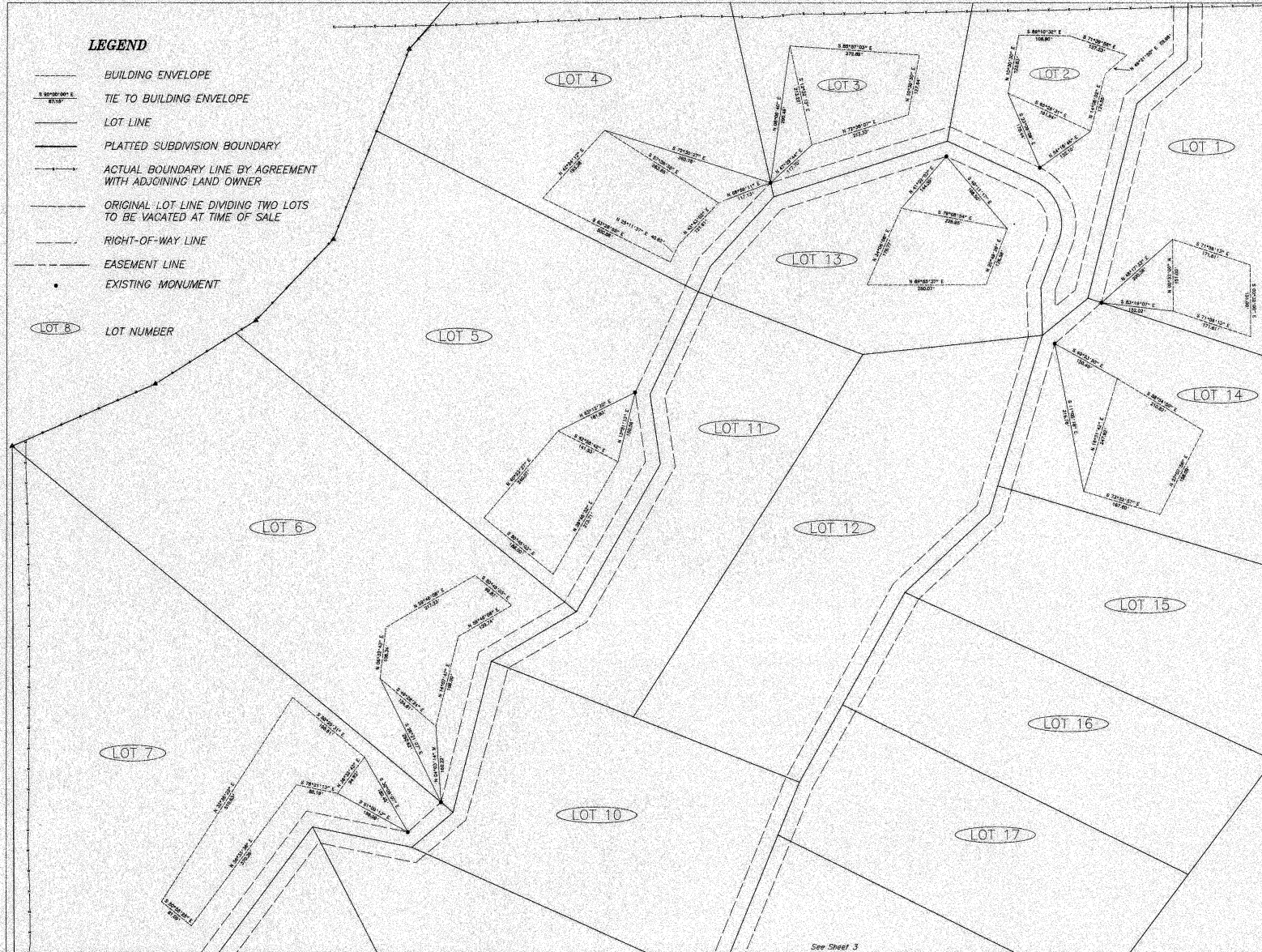


LEGEND

- BUILDING ENVELOPE
- TIE TO BUILDING ENVELOPE
- LOT LINE
- PLATTED SUBDIVISION BOUNDARY
- ACTUAL BOUNDARY LINE BY AGREEMENT WITH ADJOINING LAND OWNER
- ORIGINAL LOT LINE DIVIDING TWO LOTS TO BE VACATED AT TIME OF SALE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- EXISTING MONUMENT
- LOT # LOT NUMBER



Scale 1" = 100'

This map is an abstract of Plat No. 410, Gros Ventre North Subdivision and Plat No. 623, Gros Ventre North Subdivision, Second Filing, approved by the Teton County Board of County Commissioners. In case of discrepancies between this map and the above mentioned plats, said plats control.

MAP OF
BUILDING ENVELOPES
GROS VENTRE NORTH
SUBDIVISION

See Sheet 3

208

DECLARATION OF RESTRICTIONS
(BUILDING ENVELOPES, GROS VENTRE NORTH SUBDIVISION)

THIS DECLARATION OF RESTRICTIONS made this 12th day of Dec, 1989, by the undersigned lot owners, hereinafter referred to as "Declarants".

WHEREAS Declarants own lots (the "Lots") in the Gros Ventre North Subdivision, a Subdivision of record in Teton County, according to Plat No. 410 recorded June 3, 1980 and in the Gros Ventre North Subdivision, Second Filing, according to Plat No. 623 recorded April 7, 1987. Said Lots are identified next to the signatures hereon of the Declarants.

WHEREAS the Amended and Restated Declaration of Covenants, Conditions and Restrictions (the "Covenants") for the Gros Ventre North Subdivision provides that building envelopes may be identified for Lots in the subdivision in any Declaration of Restrictions. All buildings, outbuildings or other authorized improvements shall be constructed within such building envelopes, if any. No above-ground improvements or developments shall be permitted on any lot outside of any defined building envelope except for access driveways, utility installations and bridges. The location of all buildings within any and all Lots, including the location within any building envelope, shall be subject to the specific approval of the Site Committee as provided in said Covenants, so that buildings are placed so that they do not detract from the primitive atmosphere of the area, so that they avoid critical wildlife areas, and so that they are placed to minimize scenic intrusion and to avoid intruding on the views from residential structures elsewhere in the area.

WHEREAS, Declarants desire to provide such building envelopes.

NOW THEREFORE, Declarants hereby declare that the Lots shall be held, transferred and conveyed, used, sold and conveyed, leased and occupied subject to the Covenants, and to the Restrictions hereinafter set forth which shall be construed as part of the Covenants and which are expressly and exclusively for the use and benefit of said real property and of each and every person or entity who now or in the future owns any portion or portions of said real property.

1. Building envelopes and height restrictions are hereby established for the Lots. Said envelopes and restrictions are as described on that certain Map filed with the Clerk of Teton County contemporaneously herewith as Map no. p.63. For Lots 36-39, 41 and 42, 43 and 45, 46 and 47, 49 and 50, 51 and 52, 53 and 54, building envelopes are provided for each lot provided that

RELEASED	
INDEXED	<input checked="" type="checkbox"/>
ABSTRACTED	<input checked="" type="checkbox"/>

1

Recorded	10-18	19 89	at	10:15 A M
In Book	216	of Photo	Page	1003-1011
No.	291603			\$20.00 pd
V. Jolynn Coonce				County Clerk
by <u>Brian Rude</u>				Dep.

Declarant may sell such lots in combination and in such event, vacate internal lot lines. Alternative building envelopes are provided on said Map for lots sold in combination, which envelopes become effective upon the filing of a declaration of combination and vacation of internal lot lines.

2. All construction on said Lots shall be in conformity with such envelopes and restrictions as provided in the Covenants.
3. A building envelope may be amended at the request of the affected lot owner. Such amendment is subject to the consent of the owners of lots contiguous to the lot whose building envelope is proposed to be amended and is subject to the approval of the Board of the Association (as defined in the Covenants).
4. In the event that any lot owner violates the provisions hereof, the Board of the Association (as defined in the Covenants) shall have the right to enforce the provisions hereof, including but not limited to the right to restrain violations hereof, and the Board shall be entitled to recover all costs incurred as a result of such violations, including reasonable attorneys fees, whether suit is brought or not.

IN WITNESS WHEREOF, Declarants have executed this Declaration of Restrictions the day and year first above written.

MH101389.3

Lot Nos.

Lots 1-4, Plat 410

Owner

HOBACK CORPORATION,
a Wyoming corporation

By:

Harold R. Frank, President
Harold R. Frank, President

HAROLD R. FRANK TRUST
under agreement dated 9-2-70

By:

Harold R. Frank, Trustee
Harold R. Frank, Trustee

STATE OF CALIFORNIA)
) SS
COUNTY OF SANTA BARBARA)

The foregoing instrument was acknowledged before me by Harold R. Frank as President of Hoback Corporation, a Wyoming corporation, this 12th day of OCTOBER, 1989.

WITNESS my hand and official seal.

My commission expires: July 2, 1990.

Harold R. Frank
Notary Public



STATE OF CALIFORNIA)
COUNTY OF ~~FRON~~ SANTA BARBARA) SS

The foregoing instrument was acknowledged before me by Harold R. Frank as Trustee, Harold R. Frank Trust, this 12th day of OCTOBER, 1989.

WITNESS my hand and official seal.

My commission expires: July 2, 1990.

Eli...
Notary Public



Lot Nos

Lots 5-7, 13, 14,
19, 24-27, 29,
32, 34-39,
Plat 410

Owner

WEST JACKSON PROPERTIES,
a general partnership,
By its General Partner

SOMERSET WYOMING PROPERTIES
LIMITED PARTNERSHIP,
a Wyoming limited partnership
By its General Partner

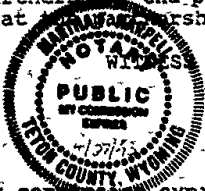
By: Michael Hammer
Michael Hammer,
Its General Partner

By: Wycap Corporation, a
Delaware corporation,
Its General Partner

By: Michael Hammer
Its President

STATE OF WYOMING)
COUNTY OF TETON) SS

On this 15th day of July, 1976, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL HAMMER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed the within instrument as a General Partner of Somerset Wyoming Properties Limited Partnership, a Wyoming limited partnership, the partnership therein named, and acknowledged to me that the partnership executed it.



WITNESSE my hand and official seal.

Michael Hammer
Notary Public

My commission expires: 1/27/78

STATE OF WYOMING -)
) SS
COUNTY OF LATAH)

On this 18th day of April, 1942, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL HAMMER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed the within instrument as President of Wycap Corporation, a Delaware corporation, as General Partner of Somerset Wyoming Properties Limited Partnership, a Wyoming limited partnership, the partnership therein named, and acknowledged to me that the partnership executed it.



and official seal.

Michael F. Hambley
Notary Public

My commission expires: 4/27/43

Lot Nos.

Owner

Lots 40-43, 45-54,
56-57, 64,
Plat 410,

SOMERSET WYOMING PROPERTIES LIMITED
PARTNERSHIP, a Wyoming limited
partnership
By its General Partner

Lot 70, Plat 623

By:

Michael Hammer
Michael Hammer,
Its General Partner

By:

Wycap Corporation, a Delaware
corporation,
Its General Partner

By:

Michael Hammer
Its President

STATE OF _____)
COUNTY OF _____) SS

On this 15 day of July, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL HAMMER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed the within instrument as a General Partner of Somerset Wyoming Properties Limited Partnership, a Wyoming limited partnership, the partnership therein named, and acknowledged to me that the partnership executed it.

Witness my hand and official seal.



Martha F. Howell
Notary Public

My commission expires: July 15, 1987

STATE OF WYOMING)
COUNTY OF TETON) SS

On this 10th day of April, 1977, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL HAMMER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed the within instrument as President of Wycap Corporation, a Delaware corporation, as General Partner of Somerset Wyoming Properties Limited Partnership, a Wyoming limited partnership, the partnership therein named, and acknowledged to me that the partnership executed it.



hand and official seal.

Michael Hammer
Notary Public

My commission expires: 1-1-78