

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RAFTER J RANCH SUBDIVISION

Pursuant to the authority granted by Article XII, Section 3 of the Amendments To Declaration Of Covenants, Conditions And Restrictions for the Rafter J Ranch Subdivision recorded in the Office of the County Clerk and Ex-Officio Register of Deeds for Teton County, Wyoming on January 13, 1981 in Book 107 of Photo at pages 579 to 589, the owners of not less than sixty-five percent (65%) of all of the lots, in number, contained within the Rafter J Ranch Subdivision (The Subdivision), hereby declare that all of the lots and common area of The Subdivision, according to the plat thereof filed in the Office of the County Clerk and the Ex-Officio Register of Deeds for Teton County, Wyoming on January 6, 1978 as Plat No. 330, shall be held, sold and conveyed, subject to the following additional easements, restrictions, covenants and conditions, which shall be both a burden and a benefit to all of the property in The Subdivision, which shall be binding on all parties having any right, title or interest in The Subdivision or any part thereof, their heirs, successors and assigns, which are made for the purposes of protecting the value and desirability of the real property and the improvements located thereon and of clarifying and amplifying the provisions of the original covenants, first amendment, and second amendment, and which shall be effective upon the recording hereof.

Except for those provisions of the original covenants, first amendment, and second amendment which are herein specifically altered, and amended or repealed, all of the provisions contained within the Declaration Of Covenants, Conditions And Restrictions for the Rafter J Ranch Subdivision filed on June 30, 1978 in Book 72 of Photo, pages 384 to 406 (original covenants) and Amendments To Declaration of Covenants, Conditions And Restrictions for the Rafter J Ranch Subdivision filed on January 13, 1981 in Book 107 of Photo, pages 579 to 589 (first amendment) and Amendments to Declaration of Covenants, Conditions And Restrictions for the Rafter J Ranch Subdivision filed on June 18, 1996 in Book 321 of Photo, pages 551-555 (second amendment) shall remain in full force and effect.

AMENDMENT I

The provisions contained in **ARTICLE VII, LAND CLASSIFICATIONS, USE AND RESTRICTIVE COVENANTS, Section 3(a) 1 RESIDENTIAL AND MULTIPLE DWELLING AREA; USES: RESTRICTIONS,** are deleted in their entirety and replaced with the following:

- (1) Any person from pursuing home based business activities including but not limited to consulting, accounting, bookkeeping, house cleaning, contracting, tutoring, private lessons, telemarketing, babysitting, child care, financial management, architectural or drafting work, or catering on a residential lot or multiple dwelling lot, provided that (i) the lot is used primarily as a residence by such person, (ii) there is no public advertising of such business location, (iii) there are no employees working on such lot, (iv) such activities are in compliance with all applicable Government rules and regulations, and (v) the Board of Directors retains full authority to limit or curtail such business activities on a lot if the Board determines that they create an unreasonable nuisance in the neighborhood due to noise or traffic or other factors.

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

AMENDMENT II

The provisions contained in **ARTICLE VI, DESIGN STANDARDS, Section 3(c) BUILDING DESIGN** are deleted in their entirety and replaced with the following:

The maximum building height of any structures shall not exceed twenty(20) feet, and two-story houses shall not be permitted, except with specific approval of the Design Committee. If a bi-level, tri-level or two-story house is permitted, the same shall be designed so that not more than twenty percent (20%) of the perimeter of the house and attached garage or carport, excluding gable ends, shall exceed a wall height of ten(10) feet, measured from finished grade to fascia. The maximum height of detached garages, carports or accessory buildings shall not exceed fifteen(15) feet. Except as is otherwise provided herein, all heights shall be measured at any cross-section of the structure from finished grade to the highest point of the structure immediately above. For the purposes of this Section, the elevation of finished grade shall not be more than two(2) feet above existing grade. Minor projections such as chimneys or other structures not enclosing habitable space shall not be subject to the maximum height restrictions, but solar collectors shall be subject to maximum height restrictions.

Grantor: RAFTER J HOMEOWNERS ASSOC

Grantee: THE PUBLIC

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V Jolynn Coonce, Teton County Clerk fees: 254.50

By JULIE HODGES Deputy

AMENDMENT III

The provisions of ARTICLE XII, ENFORCEMENT, DURATION AND AMENDMENT, Section 3, AMENDMENT are deleted in their entirety and replaced with the following:

AMENDMENT. This declaration may be amended by an instrument signed by not less than sixty-five percent(65%) of the lot owners, which instrument must be recorded in the Office of the County Clerk of Teton County, Wyoming. While the instrument must be recorded, it is not necessary that the owner's signatures be recorded. The Association shall permanently keep the original owner's signatures in its files. All lots within the Rafter J Ranch Subdivision including those previously sold, shall be subject to such changes. For the purpose of this Section, the multiple dwelling lots shall be considered to be 168 separate lots.

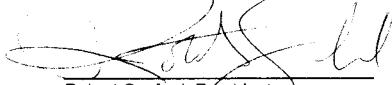
Proposed amendments to this declaration shall conform with the following list of rules:

- (a) Only Rafter J lot owners are allowed to propose amendments.
- (b) To initiate an amendment, the party proposing the change must obtain signatures of support from owners of not less than 50 individual Rafter J lots.
- (c) The proposed amendment, accompanied by the supporting signatures shall be presented to the Board of Directors for vote mailing and verification.
- (d) The Board of Directors may submit the amendment proposal to legal counsel for review. Illegal amendment proposals will not be acted upon.
- (e) The Board of Directors shall send out, receive, count, and verify the votes for properly submitted, legal amendment proposals, regardless of whether the Board favors the proposal.
- (f) Amendments proposals failing to receive the required number of supporting votes within 180 days of the initial mailing shall expire and votes received after expiration will not be counted.
- (g) The party requesting the amendment shall pay all mailing, copying, and legal costs associated with the proposed amendment.
- (h) Should a proposed amendment die from losing the vote or failing to obtain the minimum number of supporting votes, the issue shall not be eligible for another vote for one year, and it must be accompanied by current signatures.

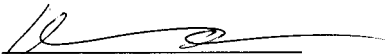
All of the foregoing amendments were approved in writing and signed before a notary public by the owners of not less than sixty-five percent (65%) of all the lots in the Rafter J Ranch Subdivision. The original signatures of those lot owners who approved this third amendment are on file at the business office of the Rafter J Ranch Homeowner's Association.

DATED this 30 day of January, 1998

RAFTER J RANCH HOMEOWNER'S ASSOCIATION,
a Wyoming non-profit corporation;


Robert Sanford, President

ATTEST:



Don B. Martin, Secretary

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Robert Sanford and Don B. Martin, and to me known to be the persons who executed the foregoing as President and Secretary, respectively, of Rafter J Ranch Homeowner's Association, a Wyoming non-profit corporation, and acknowledged before me that they executed the foregoing as such officers in the name of and for and on behalf of the said Rafter J Ranch Homeowner's Association and by authority of its Board of Directors, this 30 day of January, 1998

Witness my hand and official seal.




Notary Public
My Commission Expires: 12/31/00