

**CORRECTIVE  
SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR ELK RUN TOWNHOUSES  
IN  
JACKSON HOLE, WYOMING**

|            |  |
|------------|--|
| RELEASED   |  |
| INDEXED    |  |
| ABSTRACTED |  |
| SCANNED    |  |

This instrument ("Second Amendment") is made by a majority of the owners of the lots within Elk Run Townhouses, hereinafter referred to as "Landowners".

WHEREAS, Elk Run Limited Liability Company, a Wyoming limited liability company as Declarant, was the developer of certain real property in Teton County, Wyoming, platted as a subdivision known as Elk Run Townhouses Subdivision, as Plat No. 792; and

WHEREAS, Declarant executed and recorded in the public records of Teton County, Wyoming, on December 16, 1993, in Book 281 of photo, pages 971-991, a certain Declaration Of Covenants, Conditions And Restrictions For Elk Run Townhouses In Jackson Hole (Covenants); and

WHEREAS, the Landowners also executed and recorded in the public records of Teton County, Wyoming, on November 10, 1998 in Book 364, pages 1005-1007, a certain First Amendment To Declaration Of Covenants, Conditions And Restrictions For Elk Run Townhouses In Jackson Hole (First Amendment); and

WHEREAS, Paragraph 29 of the Covenants provides that they may be amended by the Declarant and a majority of the lot owners in Elk Run Townhouses; and

WHEREAS, the Declarant no longer legally exists as an entity with the Wyoming Secretary of State; and

WHEREAS, the Landowners have signed a separate instrument authorizing the Elk Run Townhouses Owner's Association to amend portions of paragraphs 12, 19, and 31;

NOW THEREFORE, the Landowners hereby declare that all of the units within the Elk Run Townhouses shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following provisions, covenants, conditions and restrictions, all of which are for the purpose of preserving and maintaining the natural character and value of the property. The original Covenants, First Amendment, and this Second Amendment shall run with the property and any lot thereof, and shall be binding on all parties having or acquiring any legal or equitable interest in or to the property, and shall inure to the benefit of all of the owners of the property or any part thereof.

1. Paragraph 12 a. Keeping outside clean and sightly is hereby deleted in its entirety and replaced with the following:

Grantor: ELK RUN TOWNHOUSES OWNERS\*

Grantee: THE PUBLIC

Doc 0566505 bk 456 pg 920-923 Filed at 3:58 on 04/22/02

Sherry L Daigle, Teton County Clerk fees: 38.50

By MARY D ANTROBUS Deputy

The owners shall not place or store anything within the common areas without the prior written consent of the Management Committee or its designee except in a facility specifically designated or approved for such storage. All owners shall keep their residences and their lots in a reasonably clean, safe, sightly and tidy condition. No clotheslines will be permitted. Any tires, lawn mowers, garden equipment, children's toys and other similar items must be sorted and screened from public view when not in use. Refuse, garbage, and trash shall be screened from view at all times or other than a specified regular time period for garbage pick-up. The parking of recreational vehicles, boats, trailers and inoperative vehicles is prohibited in parking areas, garages, and other common areas. The Management Committee shall have full power and authority to regulate the parking and storage of cars and any other and all bicycles, motorcycles 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 fines and other penalties for violations of such regulations as established by duly enacted Rules And Regulations.

2. Paragraph 12 e. Animals is hereby deleted in its entirety and replaced with the following:

Owners shall not permit animals of any kind to be raised, bred or kept in their lot, except that up to 2 dogs and 2 cats are permitted for each unit, and other small pets kept inside are permitted on a reasonable basis, all subject to Rules And Regulations adopted by the Management Committee from time to time. Any animals permitted to be kept on the property at any time shall be restrained and controlled at all times so that they do not cause a nuisance to other owners and do not harass or endanger wildlife.

**STRICT DOG CONTROL WILL BE ENFORCED. STRICT DOG CONTROL IS ESSENTIAL TO THE QUALITY OF THE PROJECT.** Owners only will be permitted 2 dogs and 2 cats or one dog and one cat per unit. No renters shall be permitted to have any dogs or cats or other outdoor animals. Any animals permitted to be kept on the property at any time shall be restricted and controlled at all times, so that they do not cause a nuisance to the other owners and do not harass or endanger wildlife. All pet owners will be responsible for all pet clean up. Fines may be assessed to pet owners for violations.

3. Paragraph 12g. Architectural Control is hereby deleted in its entirety and replaced with the following:

Except as otherwise expressly provided herein, no building, fence, wall, driveway, deck, excavation or other improvement of any kind shall be commenced, erected or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made (including without limitation any closing in of a porch or balcony) by any owner until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Management Committee, as to harmony of external design and location in relation to the surrounding structures and topography and in relationship to the quality and appearance of the project.

**No hot tubs are permitted anywhere on the premises.**

4. There is hereby created a new sub-paragraph 12 i., Satellite Dishes, to read as follows:

Satellite dishes will be permitted under the following conditions:

- (1) Dishes will be no larger than twenty four inches (24") in diameter.
- (2) All owners must submit a proposal to the Management Committee for approval of installation. The owner and the Management Committee shall abide by FCC regulations.
- (3) A professional installer must install the satellite dish.

5. Paragraph 19, Compensation is hereby deleted in its entirety and replaced with the following:

Members of the Management Committee are entitled to a fifty percent (50%) reduction in their monthly assessments during the time of their service.

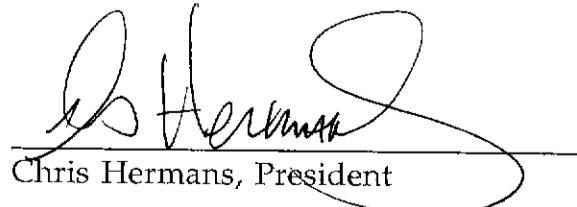
6. Paragraph 31, Assessments is hereby deleted in its entirety and replaced with the following:

Share of Common Expenses: Each owner of a unit shall be responsible for an equal proportionate share of all General Common Expenses. Such "General Common Expenses" included but not limited to the following services obtained by the Association: road maintenance, landscaping, installation and maintenance of utility line maintenance, landscaping, installation and maintenance of walkways, common area facilities installation and maintenance, and a portion of the cost of administration, landscaping and improvement of the property (including accounting, legal, equipment, personnel and overhead) and all expenses of the Association for insurance, maintenance, repair, operation, landscaping, improvement management and administration. Such General Common Expenses shall be the responsibility of all owners and shall be shared by all owners on an equal basis wherein each unit shall be assessed equally.

7. The originals of the Landowners who have signed this amendment are on file with the homeowner's association.

This Corrective Second Amendment is made to correct an error in that Second Amendment To Declaration Of Covenants, Conditions And Restrictions For Elk Run Townhouses In Jackson, Wyoming filed in the office of the Teton County Clerk on August 23, 2001 in Book 432 of Photo, pages 703-705 as Instrument No. 0550030, to correct a scrivener's error wherein an omission was made in Paragraph 12g of the covenants. The omitted portion being corrected herein is set forth above in Paragraph 12g in bold type.

IN WITNESS WHEREOF, This Corrective Second Amendment is executed this 22<sup>nd</sup> day of April, 2002 by the President of the Elk Run Townhouses Owner's Association.



Chris Hermans, President

STATE OF WYOMING      )  
                            )  
COUNTY OF TETON      )

The foregoing instrument was subscribed and sworn to before me this 22nd day of April, 2002 by Chris Hermans, the President of Elk Run Townhouses Owner's Association who does verify that the foregoing instrument was signed by a majority of the owners of Units in the Elk Run Townhouses.

WITNESS my hand and official seal.



  
\_\_\_\_\_  
Notary Public  
My Commission expires: 8-1-04