

**Second Amendment to
Declaration of Covenants, Conditions and Restrictions
for
The Homesteads at Teton Village**

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This SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE HOMESTEADS AT TETON VILLAGE (this "Amendment") is made this 28th day of June, 2016, by Crystal Springs Ranch Inc., a Wyoming corporation ("CSR").

WITNESSETH:

WHEREAS, on November 5, 2012, Declarant filed that certain Declaration of Covenants, Conditions and Restrictions for The Homesteads at Teton Village in the Office of the Clerk in Teton County, Wyoming in Book 824 of Photo, Pages 799 to 832, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for The Homesteads at Teton Village recorded in the Office of the Clerk in Teton County, Wyoming the same date hereof (collectively, the "Declaration");

WHEREAS, pursuant to Article XII, Section 12.1 of the Declaration, the Declarant reserved the unilateral authority to amend or repeal the Declaration for any purpose until the conveyance of all of the real property set forth on the Final Plat of the Homesteads at Teton Village recorded in the Office of the Teton County Clerk, Wyoming on November 5, 2012 as Plat No. 1323 (the "Plat") to an Owner unaffiliated with the Declarant;

WHEREAS, as of the date hereof, Declarant has not conveyed all of the real property set forth on the Final Plat to an Owner unaffiliated with Declarant; and

WHEREAS, Declarant desires to amend the Declaration as set forth herein.

NOW, THEREFORE, pursuant to the powers reserved to the Declarant under the Declaration, the Declarant hereby amends the Declaration as follows:

1. **Association Board of Directors.** The section referenced at the end of the third sentence of Article VI, Section 6.5 shall be amended to reference Section 9.12(a) instead of Section 9.14(a).

2. **Lots.** The definition of "Lots" set forth in Article II, Section 2.13 is hereby deleted in its entirety and replaced with the following:

*2.13 **"Lot".** Those lots designated on the Final Plat as a Lots 1 through 13, and all lots annexed hereto in the future pursuant to Article 9 of this Declaration.*

3. **Rule Making Authority.** The last sentence of Article III, Section 3.2(a) is hereby deleted in its entirety.

4. **Authority of Board; Acceptance and Control of the Association Property.** Article VII, Section 7.1(b) is hereby deleted and replaced with the following:

The Association, through action of its Board, may acquire, hold, operate and dispose of tangible and intangible personal property and real property; however, no conveyance by the Association of any real

GRANTOR: CRYSTAL SPRINGS RANCH INC
GRANTEE: THE PUBLIC
Doc 0908011 bk 923 pg 401-403 Filed At 10:57 ON 06/28/16
Sherry L. Daigle Teton County Clerk fees: 22.00
By Mary Smith Deputy

property or easements therein shall deprive any Lot of vehicular access to and from Crystal Springs Road or access to utilities necessary for construction and occupancy of a dwelling on such Lot. So long as the Declarant owns any portion of the Properties or owns any property adjacent to the Properties, the Declarant may grant, convey, or dedicate to the Association fee title, easements, or other interests in any such property which it owns; provided, upon Declarant's written request, the Association shall release its interest in or reconvey to Declarant any easement or other portion of the Common Area which does not contain permanent structures other than signage, if the Declarant originally granted, dedicated, or conveyed such easement or other portion of the Common Area to the Association at no charge and the Declarant deems it necessary or desirable for the development and sale of any portion of the Properties.

5. **Easements for Maintenance, Snow Storage, Emergency and Enforcement.** The last sentence of Section 10.3 is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

The Declarant hereby grants to the Association a perpetual non-exclusive snow storage easement in, under, over and across those portions of individual Lots not developed by Declarant as Roadways, parkways, driveways, sidewalks and/or permanent structures other than signage that lie within five (5) feet of any Roadway constructed on the Common Area, for the purpose of orderly removal and storage by the Association of snow from the Roadways, parkways, driveways and sidewalks located within the General Common Elements.

6. **Right to Annexation and Replat Phase 3 Lot; Right to Assign LCE; Right to Grant Future Easements Across Properties.** The following is hereby added to the end of Section 9.9:

The Declarant hereby reserves the right to modify and/or vacate any snow storage and utility easements described within this Declaration and/or within the Plat as it deems necessary or convenient to the development of any portion of the real property described on the Final Plat, provided that such modification or vacation does not deny access or utilities to any Lot owned by a Person other than Declarant.

7. Except as expressly amended by this Amendment, the Declaration is and remains in full force and effect, unchanged. Capitalized terms not defined herein shall be construed in accordance with their definitions set forth in the Declaration. References to section numbers refer to section numbers contained in the Declaration, unless otherwise expressly delineated to the contrary. This Amendment may be executed in counterparts.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment on the date and year first written above.

CRYSTAL SPRINGS RANCH INC.,
a Wyoming Corporation

By: John L. Resor
John L. Resor,
its President

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

Subscribed and sworn to before me by John L. Resor, acting as President of Crystal Springs Ranch Inc., a Wyoming Corporation, this 28th day of June, 2016.

Witness my hand and official seal.
Brenda Wylie
Notary Public
My Commission Expires: September 20, 2016

