



# 9

**AFTER RECORDING RETURN TO:**

**HAWKS & ASSOCIATES, L.C.  
P.O. BOX 4430  
JACKSON, WYOMING 83001**

Cross - Reference to Amended and Restated Declaration of Covenants, Conditions, and Restrictions for 3 Creek Ranch Tracts, Estate Lots and Cabin Lots recorded on April 16, 2004 in the Office of the Teton County Clerk in Book 547 of Photo at Pages 926 to 1000; and First and Second Amendments thereto recorded in Book 551 of Photo at Pages 399 to 404 and Book 574 of Photo at pages 1 to 36, respectively.

\_\_\_\_\_  
ABOVE SPACE FOR RECORDER'S USE

**SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE 3 CREEK RANCH SUBDIVISION 2ND AND 3RD FILINGS**

THIS SUPPLEMENTAL DECLARATION is made this 12 day of September, 2005, by The Ranches at Jackson Hole, LLC, a Delaware limited liability company (hereinafter, with its successors and assigns, referred to as "Founder").

**WITNESSETH**

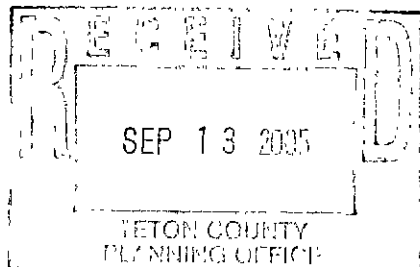
WHEREAS, on April 16, 2004, Founder filed that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for 3 Creek Ranch, Ranch Tracts, Estate Lots and Cabin Lots in the Office of the Teton County Clerk in Book 547 of Photo at Pages 926 to 1000; and subsequently filed First and Second Amendments thereto recorded in Book 551 of Photo at Pages 399 to 404 and Book 574 of Photo at pages 1 to 36, respectively (the "Declaration"); and

WHEREAS, pursuant to the terms of Article 9, Section 9.3 and Article 10, Section 10.11 of the Declaration, Founder may replat property subject to the Declaration and subject such property to the terms of this Supplemental Declaration and impose additional covenants and easements on such property; and

WHEREAS, Founder has vacated and replatted the lands underlying certain lots, Lots 50 through 52, 124 through 130, 17 through 20 and 29 through 31 of the original 3 Creek Ranch Subdivision, of record in the Office of the Clerk of Teton County, Wyoming as Plat 1108, (the "Replatted Lands"); and

WHEREAS, the Replatted Lands have been reconfigured and are redescribed as follows as the "Replatted Lots":

Grantor: RANCHES AT JACKSON HOLE LLC  
Grantee: THE PUBLIC  
Doc 0659449 bk 602 pg 201-205 Filed at 2:10 on 09/14/05  
Sherry L Dalgle, Teton County Clerk fees: 43.00  
By MARY SMITH Deputy



**Lots 50 through 52 and 124 through 130 of said Plat 1108 have been replatted as Lots 141 through 149 by Plat 1136, 3 Creek Ranch Subdivision 2nd Filing, recorded in the Office of the Clerk of Teton County Wyoming on October 7, 2004 in Book 2 of Maps at Page 67, and Lots 17 through 20 and 29 through 31 of said Plat 1108 are being replatted as Lots 150 through 156 by the Plat of 3 Creek Ranch Subdivision 3rd Filing to be recorded in said Office contemporaneously with this Supplemental Declaration; and**

WHEREAS, the Replatted Lands are included in the property made subject to the Declaration; and

WHEREAS, Founder is the owner of the Replatted Lands or pursuant to the powers reserved to the Founder in the Declaration, the Founder has the authority to establish this Supplemental Declaration and to record it in the Land Records of Teton County, Wyoming; and

WHEREAS, Founder desires to submit the Replatted Lots to the terms of this Supplemental Declaration;

NOW, THEREFORE, pursuant to the powers retained by Founder under the Declaration, Founder hereby subjects the Replatted Lots, hereinafter referred to as the Property, to the provisions of this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon the 3 Creek Ranch Homeowners Association, Inc., a Wyoming non-profit corporation (the "Association"), and its Members, in accordance with the terms hereof and of the Declaration.

#### **ARTICLE I** **Definitions**

The definitions set forth in Article II of the Declaration are incorporated herein by reference.

1.1 Plat or Plats. For purposes of this Supplemental Declaration, references to the "Plat" shall be deemed references to the Plats identified in Article II hereof.

1.2 Property. For purposes of this Supplemental Declaration, the "Property" shall be the real property identified on the Plats.

#### **ARTICLE II** **Lot Number Designations**

The Replatted Lots are more specifically described as Lot Numbers 141 through 149, as shown on the Plat for the 3 Creek Ranch Subdivision, 2<sup>nd</sup> Filing, recorded in the office of the Clerk of Teton County, Wyoming on October 7, 2004 in Book 2 of Maps at Page 67 and

Lot Numbers 150 through 156, as shown on the Plat for the 3 Creek Ranch Subdivision, 3<sup>rd</sup> Filing, recorded contemporaneously with this Supplemental Declaration.

**ARTICLE III**  
**Landscaping Height Restrictions**

Lots 152, 154, 155, and 156 of 3 Creek Ranch Subdivision 3<sup>rd</sup> Filing, according to that plat to be recorded in said Office contemporaneously with this Supplemental Declaration, and certain parts of Lots 35, 36, and 37 of 3 Creek Ranch Subdivision, of record in said Office as Plat 1108, are hereby made subject to landscaping height restrictions as defined and described on the 2<sup>nd</sup> Amended & Restated 3 Creek Ranch Building Envelope Map Showing Estate and Cabin Lot Building Envelopes and Height Restricted Lot Areas within 3 Creek Ranch Subdivision and 3 Creek Ranch 2<sup>nd</sup> & 3<sup>rd</sup> Filings (the "Building Envelope Map"), to be filed in the Office of the Clerk of Teton County, Wyoming contemporaneously with the recordation of this Supplemental Declaration. Specific landscaping height restrictions affecting the Property are detailed on the Building Envelope Map. Additional landscaping and other restrictions affecting the Property are defined and described in the Declaration.

**ARTICLE IV**  
**Additional Covenants and Easements**

The Property is subject to additional easements established on the Plat for 3 Creek Ranch Subdivision 2<sup>nd</sup> Filing and the Plat for 3 Creek Ranch Subdivision 3<sup>rd</sup> Filing, recorded or to be recorded in the Office of the Teton County Clerk.

**ARTICLE V**  
**Amendments**

5.1. Amendment. This Supplemental Declaration may be amended only as follows:

(a) Amendment by Founder. Founder may unilaterally amend this Declaration during as provided for in the Declaration. Additionally, notwithstanding any contrary provision contained in this Supplemental Declaration, Founder may unilaterally amend this Supplemental Declaration and/or the Plat to correct any clerical, typographical or technical errors, and may amend this Supplemental Declaration to comply with the requirements, standards or guidelines of recognized secondary mortgage markets, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association or the Federal National Mortgage Association.

(b) Amendment by Members. This Supplemental Declaration may be amended by the Members as provided for in the Declaration.

(c) Consent of Founder. During the period of the rights reserved to Founder in Article X of the Declaration, no amendment may remove, revoke or modify any right or privilege of Founder without the written consent of Founder.

(d) Consent of Owner. Any amendment of this Supplemental Declaration made in conformity with this Declaration shall be conclusively presumed to have

received the consent of each Owner. No contract between the Owner and a third party will affect the validity of such amendment.

(e) Effective Date; Change in Conditions. Any amendment shall become effective upon Recording, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within one year of its Recording or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Supplemental Declaration.

**ARTICLE VI**  
**Term**

6.1 Term. This Supplemental Declaration shall be effective for the term of the Declaration and may only be terminated as provided for in the Declaration.

**IN WITNESS WHEREOF, the undersigned Founder has executed this Declaration**  
this 12 day of September 2005.

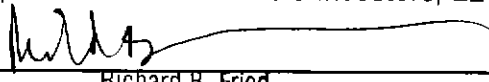
**FOUNDER:**

**THE RANCHES AT JACKSON HOLE, LLC,**  
a Delaware limited liability company


By: JACKSON RANCH ASSOCIATES, LLC,  
a Delaware limited liability company,  
Sole Member, The Ranches at Jackson Hole, LLC

By: FARALLON JACKSON HOLE INVESTORS, LLC,  
a Delaware limited liability company,  
Manager, Jackson Ranch Associates, LLC

By: FARALLON CAPITAL MANAGEMENT, L.L.C.,  
a Delaware limited liability company,  
Manager, Farallon Jackson Hole Investors, LLC

By:   
Name: Richard B. Fried  
Title: Managing Member

By: GREENFIELD JACKSON, LLC,  
a Delaware limited liability company,  
Manager, Jackson Ranch Associates, LLC

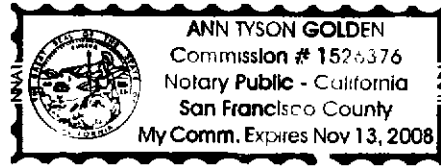
By:   
Name: Barry P. Marcus  
Title: Senior Vice President

STATE OF California )  
COUNTY OF San Francisco )ss

On this 12 day of September, 2005, before me personally appeared Richard B. Fried, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on this instrument, the entities upon behalf of which the person acted executed this instrument.

WITNESS my hand and official seal.

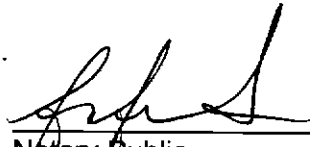
  
\_\_\_\_\_  
Notary Public  
My commission expires:



STATE OF Connecticut )  
COUNTY OF Fairfield )ss

On this 6th day of September, 2005, before me personally appeared Barry P. Marcus, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on this instrument, the entities upon behalf of which the person acted executed this instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public  
My commission expires:

**JENNIFER L. SKAWINSKI**  
Notary Public  
Fairfield Cty. CT  
My Commission Expires 5-31-08

