



FIRST AMENDMENT

OF

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

BUFFALO HEAD DEVELOPMENT

THIS FIRST AMENDMENT, to the Declaration of Covenants, Conditions and Restrictions for Buffalo Head Development, by the undersigned Owners of Lots/Units within the Buffalo Head Development, is made for themselves, their heirs, successors in interest, grantees and assigns;

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Buffalo Head Development, (hereinafter referred to as "Declaration of Covenants"), has heretofore been filed of record in the Office of the Teton County Clerk, Teton County, Wyoming, on October 28, 1980, in Book 105 of Photo, pages 31 to 46; and

WHEREAS, Article XIV - General Provisions, Section 4. Amendment of the Declaration of Covenants provides for the amendment thereof by recording an instrument signed by ninety percent (90%) of the Lot Owners; and

WHEREAS, the undersigned Lot Owners desire to amend certain portions of the Declaration of Covenants.

NOW THEREFORE, the signatures hereto hereby declare that all of the Properties within the Buffalo Head Townhouses, according to that Plat recorded in the Office of the Teton County Clerk on October 22, 1980, as Plat No. 427 shall be held, sold and conveyed subject to this First Amendment of Declaration of Covenants, Conditions and Restrictions, which is for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, grantees and assigns, and shall inure to the benefit of each owner thereof.

1. ARTICLE VII - ANIMALS of the Declaration of Covenants is hereby deleted and repealed in its entirety.

2. There is hereby added to the Declaration of Covenants by this First Amendment a new ARTICLE VII - ANIMALS to read as follows:

Recorded 6-14 19 82 at 9:20 o'clock A.M.
in Book 126 of Photo Page 404-406
No. 234982
by V. Jolynn Coonce \$8.00 pd
Den. County Clerk

No domestic animals or fowl shall be maintained on any lot/unit other than not more than one generally recognized house or yard pet, provided, however, that such animals shall at all times be restrained or leashed, and subject to such limitations as may from time to time be set forth in the Bylaws of the Association, which may reduce the allowable number, restrict the type of pet, or require that such pets be confined indoors. Those owners of animals desiring to have more than one pet as provided above, may be allowed additional pets upon approval of the Board of Directors of the Homeowners Association. Any approval granted shall be entirely discretionary on the part of the Board of Directors; however, if such approval is granted, in addition to any other conditions that may be placed on the approval, the Board shall require the owner of the additional pet(s) to pay to the Homeowners Association One Hundred Dollars (\$100.00) per month per additional pet. Neither barn yard animals nor ferae naturae (wild by nature) animals of any type shall be permitted to be kept or maintained. Upon any violation of these provisions or Rules and Regulations established by the Board of Directors of the Association or other nuisance happening involving an animal belonging to an owner, lessee or guest, the Board shall have the right to have the animal(s) impounded and assess a penalty against the owner of such animal(s) of not more than One Hundred Fifty Dollars (\$150.00) plus cost of impoundment, or demand immediate removal of the animal(s) from the Properties. No owner of any animal(s) impounded shall have any right of action against the Association, any member thereof or any individual enforcing these Covenants, for the impoundment of such animal(s). In lieu of impounding or ordering the removal of said animal(s) the Board of Directors, if appropriate, may in their sole discretion impose a fine of One Hundred Fifty Dollars (\$150.00) per month per animal, on the owner of said animal(s) for each month the violation continues. The terms of this Article dealing with the reduction in the number of animals permitted on the Properties as a matter of right, the payment of One Hundred Dollars (\$100.00) per month per additional animal and the potential fine of One Hundred Fifty Dollars (\$150.00) for additional animals in violation of this

Article shall not pertain to any owner or lessee occupying a Lot/Unit on the date of recording of this First Amendment, regardless of the number of animals owned; however, after the date of recording hereof, any owner or lessee with one or no pets and any new owner or lessee occupying a Lot/Unit shall be subject to this Article.

This First Amendment of the Declaration of Covenants shall become effective upon its recordation in the Office of the Teton County Clerk, Teton County, Wyoming, provided that at least 90% (11) of the record Lot/Unit owners execute either this First Amendment or a separate Consent and Joinder agreeing to this First Amendment, which such Consent and Joinder shall be attached hereto and be made a part hereof.

Dated this 5 day of April, 1982.

Lot/Unit

Owner

Number

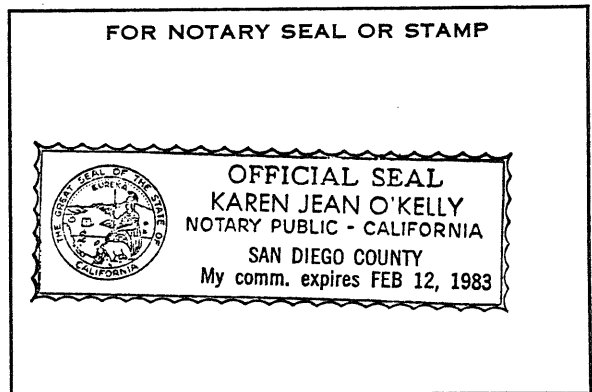
Helen L. Smith # 7

STATE OF CALIFORNIA }
COUNTY OF San Diego } SS.

On April 5, 1982 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared **Helen L. Smith**

_____, known to me
to be the person whose name is subscribed to the
within instrument and acknowledged that she executed the
same.

Karen Jean O'Kelly



Misc.-166 (G.S.) Ack. Individual (Rev. 9-68) Staple

