

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

RELEASED	<input type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>
ABSTRACTED	<input checked="" type="checkbox"/>
SCANNED	<input checked="" type="checkbox"/>

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
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Sherry L Dalgle, Teton County Clerk fees: 36.50
By KIMBERLEE JANSEN 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.

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.

