

**AMENDMENT TO
SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
INDIAN SPRINGS RANCH SUBDIVISION**

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

This Amendment is made by Members of the Association owning at least two-thirds of the Sites of the Indian Springs Ranch Subdivision, hereinafter referred to as "Owners", to that Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Indian Springs Ranch Subdivision (hereinafter, the "CC&Rs") recorded on December 23, 2005 in Book 613, pages 149-178 in the office of the Teton County Clerk in Jackson, Wyoming.

All terms in capital letters in this Amendment shall have the same definitions as in the CC&Rs.

1) Section 5.h of the CC&Rs is deleted in its entirety and is replaced with the following:

"h. Height Limitations, Floor Area Limitations. No building shall be greater than thirty (30) feet in height, unless a lower height is otherwise noted on Exhibit B annexed hereto and incorporated herein, in which case, the maximum height shall be the height set forth on Exhibit B. The height of a structure shall be measured vertically at any cross section of the building from the original grade, or from the finished grade of a grading plan approved by the DEW Committee, excepting minor swales, depressions or other irregularities occurring within the footprint of the building, as determined by the DEW Committee, to the high point of the building at the cross section. The Principal Residence shall have a minimum total floor area of 1,500 square feet on all floors, a maximum single floor area of 6,000 square feet on any floor, and a total maximum floor area of 8,500 square feet on all floors. Any garage, guest house or other accessory building shall have a maximum total floor area on all floors of 1,200 square feet. Floor area shall be defined as any area within a building or structure that is fully enclosed. Specific design and environmental restrictions, performance standards, and other construction limitations on specific Sites are described in Exhibit B."

2) Section 15 of the CC&Rs is deleted in its entirety and is replaced with the following:

"15A. AMENDMENTS. These Covenants may be amended by the written consent of the Members of the Association owning two-thirds of the Sites, except:

GRANTOR: INDIAN SPRINGS RANCH HOMEOWNERS*
 GRANTEE: THE PUBLIC
 Doc 0743637 bk 714 pg 636-641 Filed At 15:46 ON 12/17/08
 Sherry L. Dalgie Teton County Clerk fees. 84.00
 By Michele Fairhurst Deputy

a. Any amendment of Paragraph 5, entitled "Development and Use Restrictions," shall also require the approval of the Teton County Commissioners.

b. Any amendment of Paragraph 15.A, entitled "Amendments," shall also require the approval of the Teton County Commissioners.

c. Any amendment of Paragraph 11, entitled "Ranch Headquarters 60," which changes the authorized uses of RH60 West, or which increases the number of permitted structures on RH60, shall also require the written approval of the record owner of RH 60 West.

"15.B VARIANCES. No variance shall be allowed from any provision of these CC&Rs except as set forth below, namely:

a. All variance requests must be made in writing and presented to the DEW Committee along with the applicant's plans in accordance with Paragraph 4 of these CC&Rs. The DEW Committee shall give written notice to all adjacent owners within 1,000 feet of the proposed construction Site per Paragraph 4b along with any variances requested by the applicant, and inviting said adjacent owners to submit comments in writing to the DEW Committee within thirty (30) days.

b. Following the thirty day comment period, the Board in their reasonable discretion may approve or disapprove the requested variance.. If more than one variance is requested, the Board shall approve or disapprove each variance separately.

c. If the Board disapproves a variance request, the applicant may submit a request for approval of the variance to the Members of the Association. If Members of the Association owning at least two-thirds of the Sites approve the requested variance within ninety (90) days of the date of the Board's disapproval, then the variance shall be deemed approved. If such two-thirds vote is not secured, then the variance shall be deemed disapproved.

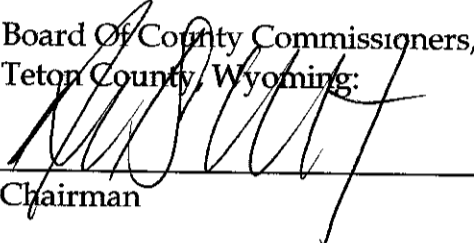
d. The owner/applicant must exhaust all the variance procedures as set forth above prior to filing a lawsuit against the Board, DEW Committee, the Association or any individual members of any of the foregoing.

e. Notwithstanding anything contained within these CC&Rs, neither the Board nor the DEW Committee has any authority to grant a variance except as set forth above. Any Owner who wishes to seek a variance from these CC&Rs

CONSENT TO COVENANT AMENDMENT

The undersigned, on behalf of the Board of County Commissioners of Teton County, does hereby approve the foregoing Amendment to Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Indian Springs Ranch Subdivision, as is required to amend said document

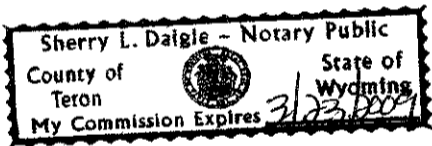
DATED this 16 day of December, 2008.

Board Of County Commissioners,
Teton County, Wyoming:

Chairman

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this 16 day of December, 2008 by Andy Schwartz who does verify that the foregoing instrument is signed in the name of, on behalf of, and by authority of the Board of County Commissioners of Teton County, Wyoming.

WITNESS my hand and official seal.



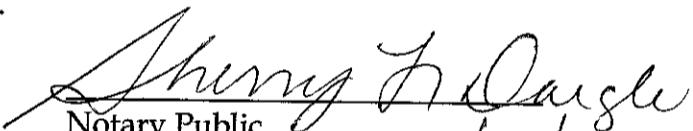

Notary Public
My Commission Expires: 3/23/09

EXHIBIT B

<u>SITE #</u>	<u>MAXIMUM PRINCIPAL RESIDENCE HEIGHT</u>	<u>MAXIMUM GARAGE OR ACCESSORY STRUCTURE HEIGHT</u>	<u>MAXIMUM GUESTHOUSE HEIGHT</u>
1	30'	19'	19'
2	19'	19'	19'
3	30'	19'	19'
4	30'	19'	19'
5	30'	19'	19'
6	30'	19'	19'
7	30'	19'	19'
8	30'	19'	19'
9	19'	19'	19'
10	19'	19'	19'
11	19'	19'	19'
12	19'	19'	19'
13	19'	19'	19'
14	30'	19'	19'
15	30'	19'	19'
16	19'	19'	19'
17	19'	19'	19'
18	30'	19'	19'
19	30'	19'	19'
20	30'	19'	19'
21	30'	19'	19'
22	30'	19'	19'
23	30'	19'	19'
24	30'	19'	19'
25	30'	19'	19'
26	30'	19'	19'
27	30'	19'	19'
28	30'	19'	19'
29	30'	19'	19'
30	30'	19'	19'
31	30'	19'	19'
32	30'	19'	19'
33	19'	19'	19'
34	19'	19'	19'
35	30'	19'	19'
36	30'	25'	19'
37	30'	25'	19'
38	30'	25'	19'
39	30'	19'	19'
40	30'	19'	19'

<u>SITE #</u>	<u>MAXIMUM PRINCIPAL RESIDENCE HEIGHT</u>	<u>MAXIMUM GARAGE OR ACCESSORY STRUCTURE HEIGHT</u>	<u>MAXIMUM GUESTHOUSE HEIGHT</u>
41	30'	19'	19'
58	30'	19'	19'
62	30'	19'	19'
63	30'	19'	19'
64	30'	19'	19'
65	30'	19'	19'
66	30'	19'	19'

Note The height of a structure shall be measured vertically at any cross section of the building from the original grade, or from the finished grade of a grading plan approved by the DEW Committee, excepting minor swales, depressions or other irregularities occurring within the footprint of the building, as determined by the DEW Committee, to the high point of the building at the cross section