



SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
LITTLE HORSE THIEF CANYON SUBDIVISION

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

This instrument ("Second Amendment") is made by not less than seventy percent (70%) of the owners of the lots within Little Horse Thief Canyon Subdivision, hereinafter referred to as "Landowners".

WHEREAS, a Declaration Of Covenants, Conditions, And Restrictions Little Horse Thief Canyon Subdivision instrument (Original Covenants) was recorded on July 25, 1989 on December 16, 1993, in Book 213 of photo, pages 838-854 with the County Clerk Of Teton County, Wyoming; and

WHEREAS, an Amended Declaration Of Covenants, Conditions, And Restrictions Little Horse Thief Canyon Subdivision instrument (Amended Covenants) was recorded on November 13, 1991 in Book 244 of photo, pages 595-606 with the County Clerk Of Teton County, Wyoming; and

WHEREAS, Section 3 of Article VIII of the Amended Covenants provides that they may be amended by not less than seventy percent (70%) of the lot owners in Little Horse Thief Canyon Subdivision; and

WHEREAS, the owners desire to amend the covenants to allow Parcel A be annexed into the subdivision, to allow corrals, barns, and horses allowed on the property subject to particular conditions, and to change the building codes within the covenants to the same as that required under the Teton County Comprehensive Plan.

NOW THEREFORE, the lot owners hereby declare that all of the lots within the Little Horse Thief Canyon Subdivision 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, the 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.

Grantor: LITTLE HORSE THIEF CANYON*
Grantee: THE PUBLIC
Doc 0628659 bk 558 pg 617-619 Filed at 2:40 on 07/19/06
Sherry L Daigle, Teton County Clerk fees: 25.00
By MARY D ANTROBUS Deputy

1. Section 2 of Article I of the Amended Covenants is amended by adding the following paragraph, namely;

Parcel A shown on Plat Nos 366 and 716 may be annexed to the Little Horse Thief Canyon Subdivision as two "standalone" single family residential lots which will be subject to all restrictions applicable to other residential Subdivision lots (assessments, architectural standards, single family residential usage, etc.) and will be entitled to all benefits applicable to other residential subdivision lots (including roadway and utility easements shown on said Plat), subject to platting required by Teton County planning authorities, all at the sole expense of the parcel A owners (including costs for any water well, water line and roadway improvements required by Teton County as part of this platting and annexation). Said annexation will become effective on recordation of the applicable plat with the Clerk of Teton County, Wyoming.

2. Section 5(D), Horse Corrals & Barns, of Article II of the Amended Covenants is hereby deleted in its entirety and replaced with the following, namely;

The maximum size of a corral on any lot will be 3.5% of the area of the lot with a maximum of 10,000 square feet on any one lot. Barn size will be limited to a maximum footprint of a 2,400 square feet, with a maximum roof height of 24 feet. Corral and/or barn construction shall require prior written approval of the Site And Design Committee.

3. Section 3 of Article I is amended to provide that notwithstanding anything contained within the covenants, the maximum building height shall only be limited by that contained within the Teton County Comprehensive Plan and approval by the Site and Design Committee.

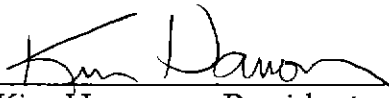
4. Section 4, Roofs, of Article II is deleted in its entirety and replaced with the following:

The maximum pitch of roofs shall be in accordance with the Teton County Comprehensive Plan. All primary roofs shall have a minimum overhang of two (2) feet. Solar collectors shall not be considered as roofs.

5. All terms and conditions set forth in the original covenants and amended covenants not in conflict herewith are deemed to survive and be of full force and effect.

6. The originals of the owners who have signed this Second Amendment are on file with the homeowner's association.

IN WITNESS WHEREOF, This Second Amendment is executed this 16TH day of July, 2004 by the President of the Little Horse Thief Canyon Owner's Association.

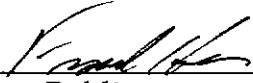


Kim Harrower, President

STATE OF WYOMING)
)
COUNTY OF TETON)

The foregoing instrument was subscribed and sworn to before me this 16TH day of July, 2004 by Kim Harrower, the President of Little Horse Thief Canyon Owner's Association who does verify that the foregoing instrument was signed by not less than 70% of the owners of lots in Little Horse Thief Canyon Subdivision.

WITNESS my hand and official seal.



Notary Public
My Commission expires: 8-1-04

