

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

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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.

There is hereby added a new sub-paragraphs f. to Paragraph 15.B VARIANCES, to read as follows:

f. Grandfathered Variances: Any variance previously granted by the declarant, the developer, the Board of the Indian Springs Ranch Homeowners Association, Inc., a Board member, or the Design, Environment and Wildlife (DEW) Committee, and which variance was implemented by the owner, shall be considered "grandfathered" provided the owner submit a copy of the variance to the Indian Springs Ranch DEW Committee. Thereafter the DEW Committee shall file the variance in the land records of the Teton County Clerk in Jackson, Wyoming, at which time the variance shall run with the real property for which the variance was granted. A properly grandfathered variance shall supersede any conflicting language in prior covenant filings.

(1) Addition, Remodel, or Reconstruction: Any new addition, remodel, or reconstruction to be made for which a variance is grandfathered as set forth in sub-paragraph f. above, shall be submitted in accordance with sub-paragraphs a., b., and c. of Paragraph 15.B, VARIANCES. The Board shall approve such variance if it comports with the grandfathered variance and is otherwise harmonious with the main structure and other improvements on the property and is otherwise in compliance with all covenants, HOA/DEW Committee rules and regulations, and County regulations.

(2) Replacement of Structure: If a structure is substantially razed or removed, the variance previously granted, whether grandfathered or not, shall expire and the Owner shall be required to comply with the Covenants as if the variance had never been granted.

GRANTOR: INDIAN SPRINGS RANCH HOMEOWNERS*
GRANTEE: THE PUBLIC
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Sherry L. Daigle Teton County Clerk fees: 60.00
By Mary Smith Deputy

(3) Lot 17 Exception: This provision (Sub-paragraph 15.B f.) shall not apply to the Covenant amendment for Lot 17 pertaining to the building height and building envelope, filed in the office of the Teton County Clerk on July 22, 2013 in Book 849, pages 250-254. All covenants, conditions, and restrictions of the Indian Springs Covenants not in conflict herewith shall be applicable to Lot 17.

(4) Remaining Covenants Applicable. Nothing herein (Sub-paragraph 15.B f.) shall otherwise exempt an owner from the building and design requirements of the Covenants, DEW Committee, or the DEW Committee Rules & Regulations, which shall otherwise remain applicable to all development not grandfathered or exempted above.

(5) Expiration of Variance. Any variance previously granted by the declarant, the developer, the Board of the Indian Springs Ranch Homeowners Association, Inc., a Board member, or the Design, Environment and Wildlife (DEW) Committee, which variance was never implemented by the owner or which is not filed with the DEW Committee shall expire and not be extended to any addition, remodel, reconstruction, or new construction.

There is hereby added a new Paragraph 15.C Lot 69 **Building Envelope**, to read as follows:

A revised building envelope for Lot 69 (formerly Lot 32) was previously approved by neighboring owners and ratified by the Board as reflected by that Affidavit Affecting Title recorded with the Teton County, Wyoming Clerk's Office on May 15, 2013 in Book 843, Page 661-664 as Document 0835698. Though not in the form of a variance, the building envelope for Lot 69 shall be considered "grandfathered" and shall run with Lot 69, namely; the building envelope for Lot 69 of Indian Springs Ranch shall be that area depicted on Indian Springs Ranch Third Filing Plat No. 1126 as filed in the office of the Teton County Clerk on August 2, 2004, such that the building envelope reflected on the original plat filing 757 for that lot is not applicable. All covenants, conditions, and restrictions of the Indian Springs Covenants not in conflict herewith shall be applicable to Lot 69.

IN WITNESS WHEREOF, the Association has executed this Amendment to the
CC&Rs effective as of the 4 day of MARCH, 2014.

Indian Springs Ranch Homeowners Association,
Inc.

R. J. Caldwell
Royce Caldwell, President

STATE OF Texas)
) ss.
COUNTY OF Berard)

The foregoing instrument was acknowledged before me this 4th day of March, 2014 by Royce Caldwell, President of Indian Springs Ranch Homeowners Association, Inc., who does verify that the foregoing Amendment was approved in writing by Members of the Association owning at least two-thirds of the sites.

Witness my hand and official seal.

Elizabeth Marie Lawrence
Notary Public
My Commission expires: 11/09/2017



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 1 day of April, 2014.

ATTEST: Sherry L. Daigle
Sherry L. Daigle
Teton County Clerk

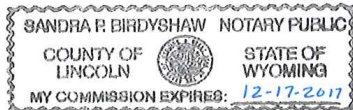


Board Of County Commissioners,
Teton County, Wyoming:
Hank Phibbs
Chairman

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this 1st day of April, 2014 by Hank Phibbs, Chairman 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.



Sandra P. Birdyshaw
Notary Public
My Commission Expires: 12-17-2017