

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR KING EIDER HOMES**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for King Eider Homes ("First Amendment") is made and executed the 27 day of December, 2011, by TOO BUDS, LLC a Wyoming limited liability company, hereinafter referred to as "Declarant", to become effective on the date of recordation in the Office of the County Clerk of Teton County, Wyoming.

Whereas, Declarant is the owner of Lots 37-58, and the common area Lot, of Walden Pond, Phase B, a subdivision of Teton County, Wyoming, according to that plat recorded December 18, 1990 as Plat No. 711 (the "Property" or "Lots")

Whereas, Declarant caused the Declaration of Covenants, Conditions and Restrictions for King Eider Homes (the "Declaration") to be recorded in the office of the Teton County Clerk in Book 789, Page 785-817 as Document Number 0801460;

Whereas, Section 9.8 of the Declaration allows for amendment thereof at any time by a written instrument recorded in the Office of the Clerk and Recorder of Teton County, Wyoming, dully signed and acknowledged by the Owners of record of not less than two-thirds (2/3) of the lots subject to the Declaration;

Whereas, Declarant is the owner of record of all of the lots subject to the Declaration;

Whereas, Declarant hereby amends the Declaration as follows:

1. The following new paragraph shall be added to the end of the Recitals/Declaration section of the Declaration:

Declarant hereby declares that the Property is subject to the Rafter J Ranch Subdivision Declaration of Covenants , Conditions and Restrictions, originally recorded in the office of the Teton County

RELEASED	✓
INDEXED	✓
ABSTRACTED	✓
SCANNED	✓

GRANTOR TOO BUDS LLC
GRANTEE: THE PUBLIC
Doc 0806961 bk 797 pg 529-531 Filed At 16:51 ON 12/28/11
Sherry L. Daigle Teton County Clerk fees: 26.00
By Tamara Horsley Deputy

Clerk on June 30, 1978 in Book 72 of Photo at pages 384 to 406, and as the same have been amended from time to time ("Rafter J Covenants"). In the event of any conflict between this Declaration and the Rafter J Covenants, the Rafter J Covenants shall control. It is expressly understood that the this Declaration may be more restrictive than the Rafter J Covenants; however, this Declaration cannot lessen or exempt owners from restrictions contained in the Rafter J Covenants. Without attempting to identify all possible conflicts that may exist between this Declaration and the Rafter J Covenants, either expressly or impliedly, it is acknowledged that the building plans for the Lots are subject to review by the Rafter J Design Committee, and that the Lots are subject to dues and assessments levied and collected by both the Rafter J HOA and the Rafter J Improvement and Service District ("ISD").

2. Section 7.2., subsection c, is hereby deleted in its entirety and replaced with the following:

7.2.c. Building Height. The maximum building height of any structures shall not exceed twenty (20) feet, and two-story houses shall not be permitted, except with specific approval of the Rafter J Design Committee. If a bi-level, tri-level, or two-story house is permitted, the same shall be designed so that not more than twenty percent (20%) of the perimeter of the house and attached garage or carport, excluding gable ends, shall exceed a wall height of ten (10) feet, measured from finished grade to fascia. The maximum height of detached garages, carports, or accessory buildings shall not exceed (15) feet. Except as is otherwise provided herein, all heights shall be measured at any cross-section of the structure from finished grade to

+ Too Buds, LLC
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11-12-2018