

SECOND
AMENDED AND RESTATED
DECLARATION
of
COVENANTS, CONDITIONS, AND RESTRICTIONS
for the
BAR Y ESTATES SUBDIVISION

Grantor: BAR Y ESTATES ASSOCIATION
Grantee: THE PUBLIC
Doc 0554494 bk 438 pg 1-14 Filed at 4:15 on 10/24/01
Sherry L Daigle, Teton County Clerk fees: 41.30
By KIMBERLEE JANSEN Deputy

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| RECORDED | <input checked="" type="checkbox"/> |

October 24, 2001
Jackson Hole, Wyoming

SECOND AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for the
BAR Y ESTATES SUBDIVISION

This is a Declaration of Covenants, Conditions and Restrictions regulating and controlling the use of the following described real property, to-wit:

Part of the W/2 of Section 30, T41N, R116W, Teton County, Wyoming, described as follows:

BEGINNING at the W1/4 corner of said Section 30, where found a 2" galvanized steel pipe with brass cap inscribed "S.25 S.30 1/4 1963", thence S00°-10'E, the base bearing for this survey, 1660.18 feet along the west line of said Section 30 to an intersection with the north right-of-way line of State Highway 22; thence S69°-41.8'E, 1445.82 feet along said north right-of-way line to a point; thence N15°-47.9'W, 341.76 feet to a point; thence N05°-59.1'E, 212.08 feet to a point; thence N09° 47.3'W, 140.23 feet to a point; thence N05°-37.8'E, 313.66 feet to a point; thence N13°-29.6'W, 397.19 feet to a point; thence N14°-52.1'W, 236.30 feet to a point; thence N07°-40.5'E, 213.53 feet to a point; thence N29°-40.9'E, 247.16 feet to a point; thence N25°-19.3'E, 145.44 feet to an intersection with the south line of the NW/4 of said Section 30, N89°-58.3'E, 1356.61 feet from the said west 1/4 corner; thence N25°-18.7'E, 41.40 feet to a point; thence N20°-06.2'E, 587.22 feet to a point; thence N24°-01.8'E, 242.37 feet to a point; thence N27°-16.2'E, 587.88 feet to an intersection with the north line of the S/2 NW/4 of said Section 30; thence S89°-36.8'W, 1941.46 feet along said north line to the northwest corner of the said S/2 NW/4; thence S00°07.3'W, 1320.39 feet along the west line of said Section 30 to the point of beginning;

ENCOMPASSING an area of 103.82 acres, more or less, hereinafter referred to as the "Area".

The above-described real property has been duly platted as "Bar Y Estates Subdivision", the Plat thereof being heretofore filed in the Office of the County Clerk and Ex-Officio Register of Deeds for Teton County, Wyoming, in Book 1 of Maps Page 10. The original Declarants made the following Declaration of Covenants, Conditions and Restrictions, as amended in this Second Restated Declaration, as to limitations, restrictions and uses to which that property may put, hereby specifying that said Declarations shall constitute covenants to run with all the land as provided by the law and shall be binding upon all parties and all persons claiming under them and for the benefit of and limitation upon all future owners thereof, this Declaration being designated for the purpose of keeping and maintaining the use and development of the land desirable and for the purpose of protecting

the value and desirability of the real property therein and to provide for the maintenance of common properties contained therein.

1. **USE AND BUILDINGS.** All lots within the Area shall be used exclusively for residential purposes and no structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot within the Area other than any combination of the following:

- A. One single-family main dwelling house;
- B. One single-family guest house;
- C. One garage for each such house;
- D. One utility building for the purpose of storage of items incidental to residential use.

2. **SIZE OF BUILDING.** The main dwelling house referred to in Paragraph 1(A) above shall contain no less than 1,500 square feet of enclosed living space. The guest house referred to in Paragraph 1(B) above shall contain no more square feet of enclosed living space than is permitted by the Teton County Land development regulations in effect at the time.

3. **BUILDINGS - MAXIMUM HEIGHT.** No building shall exceed twenty-seven (27) feet in height measured at any cross section of the building from original grade to the highest point of the building not including chimneys or other minor projections.

4. **BUILDINGS - ARCHITECTURE, DESIGN AND MATERIALS.** All buildings shall be designed in a character in keeping with the landscape, style and architecture of the Area. All improvements shall be of new construction. Pre-built, pre-fabricated, component or modular construction shall be permitted only upon specific approval of the Site Committee. The exterior of all buildings shall be of wood, stone, stucco, brick, plaster or other suitable material to be specifically approved by the Site Committee. The exterior roof of all buildings shall be of cedar shake or slate or other suitable material to be specifically approved by the Site Committee. All exterior materials, finishes, decorations and colors shall require specific approval of the Site Committee, it being the intent of this Declaration of Restrictive Covenants that the buildings within the area blend with the natural surrounding landscape. Notwithstanding the foregoing, however, under no circumstances shall the exterior wall of any building be of plastic, metal or exposed cinder or other lightweight aggregate block. The construction of active or passive solar systems and other energy efficient designs or systems are encouraged uses, although said systems and designs must have prior approval by the Site Committee to reflect the intent of these covenants.

5. **BUILDINGS - COMPLETION.** The exterior of all houses and other permitted structures must be completed within twelve (12) months after the commencement of construction except where such completion is impossible or would result in undue hardship to the owner or builder due to strikes, fires, national emergency or natural calamities, and, in that event, diligently pursued, none the less to either completion or removal of the structure from the premises. The main dwelling shall be constructed prior to any other structures, as described in paragraph 1 (B, C & D) above. Any significant casualty damage will be repaired within a reasonable time set by the Site Committee.

6. **LANDSCAPING.** It is the intent of this Declaration of Restrictive Covenants, in the construction of all improvements within the Area, that care be exercised not to unduly disturb the natural landscaping thereof, and within six (6) months after the construction or removal of any such improvements (or next growing season, if later), the landscaping on the unimproved part of the property disturbed or destroyed during construction shall be restored by the planting of grasses, trees or shrubbery of appropriate character and type. Native trees and timber shall not be removed from any lot within the Area except as may be deemed necessary by the Site Committee for the construction of authorized buildings and improvements.

7. **SETBACKS AND BUILDING LOCATION.** No building shall be erected or permitted to remain on any lot less than seventy (70) feet from the front lot line or twenty-five (25) feet from a side or rear lot line. The location of all buildings within any and all lots shall be subject to the specific approval of the Site Committee and the said Committee reserves the absolute right to control the site location of all such buildings.

8. **COMMERCIAL ACTIVITIES PROHIBITED.** Except that the main dwelling house and guest house on any lot may be rented for single-family residential purposes, but not separately (unless permitted by current Teton County regulations), no businesses, professions or commercial activities except of artists, artisans and craftsman shall be permitted on any lot within the Area; provided, however, that the noise from any such artists, artisan or craftsman cannot be heard from a neighboring lot; and, provided further, however, that no such artists, artisan or craftsman shall advertise any product or work of art for sale to the public from within the Area.

9. **EXCAVATION AND MINING.** No excavation for stone, sand, gravel or earth may be made on any lot, except for such excavation as may be necessary in connection with the erection of a permitted building thereon. No oil drilling, oil development operations, quarrying or mining operations of any kind shall be permitted within the Area.

10. **PROHIBITED STRUCTURES.** No trailer home, mobile home, tent, camper, basement, garage, outbuilding or any other structure of a temporary or mobile nature, shall be used as a place of residence or habitation, either temporarily or permanently.

No house trailer, camper trailer, tent, shack or other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any lot except as the same may be customarily employed by contractors or owners for and during the construction of improvements thereon or unless shielded from view by adjacent property owners either by fence or placement in a permitted building. The term "trailer home" or "mobile home" as used herein shall mean any building or structure with wheels an/or axles and any vehicle, used at any time, or so constructed so as to permit its being used for the transport thereof upon the public streets or highways and constructed in a manner as to permit occupancy thereof as a dwelling or sleeping place for one or more persons, and shall also mean any such building, structure or vehicle, whether or not wheels and/or axle have been removed, after such building, structure or vehicle has been placed either temporarily or permanently upon a foundation. Exceptions are small structures used as children's playhouses and except tents or campers or travel trailers used by vacationing guests for periods of time not to exceed two (2) weeks.

11. **FENCES.** The use of fences within the Area shall be limited to the following:

- (1) To enclose any lot or area on which horses are permitted to be kept and maintained;
- (2) To screen surface areas, patios, swimming pools or other elements directly related to the main structure on the lot;
- (3) As otherwise may be specifically approved by the Site Committee, it being the intent of this Declaration of Restrictive Covenants to maintain the quality of open space within the Area.

In no event shall wire fences or fences with metal posts be constructed, placed or allowed to remain on any lot within the Area.

12. **SIGNS AND LIGHTS.** No signs or any character shall be placed or maintained on any lot within the Area except; a sign identifying the owner or occupant of a lot, which sign shall not exceed three (3) square feet; and, a sign advertising the premises for sale or rent or open for inspection, which sign shall not exceed six (6) square feet. Any exterior light must be so arranged so that the source of illumination cannot be seen from neighboring properties and so as to reflect the light away from neighboring properties and away from the vision of passing motorists.

13. **ANIMALS.** No animals or fowl of any kind shall be kept or maintained within the Area except for the following:

- (1) Household pets, but not more than two (2) dogs per lot;

(2) Horses, but only in the following areas:

(a) Lots No. 2 and 3, and then no more than two (2) horses per lot;

(b) Lots No. 1 and 7 and then no more than three (3) horses per lot.

14. **ROADS AND PARKING.** It is hereby declared, understood and agreed that the roads within the Area are deeded common land and shall be subject to the control of the Homeowners Association, except that such roads and related charges will under the control of the Bar Y Estates Improvements and Service District so long as that District is in existence. No vehicle, whether motorized or otherwise, shall be parked on the roads within the Area at any time. Except for standard-size motor cars, vans and pick-up trucks, no vehicle or recreational vehicle of any kind, including trucks, buses, tractors, campers, house trailers, boats, snowmobiles and trailers of any kind shall be placed, parked or maintained on any lot within the Area unless the same is shielded from view from other lots within the Area.

15. **NUISANCES PROHIBITED.** No noxious or offensive activity shall be conducted on any lot in the Area, nor shall anything be done or cause to be done which may be or become an annoyance or nuisance to any neighboring property.

16. **UTILITIES AND SERVICES.** All utility and service lines, including but not limited to electric, radio, television, telephone, water and sewer lines, shall be placed beneath the ground. Except neatly stacked firewood, all above ground fuel storage shall be concealed from the view of persons off the lot on which such storage is located.

17. **ANTENNAS.** No exposed television, radio or other communication antenna shall be erected, placed or permitted to remain on any lot with the Area so that it is visible from any other lot.

18. **WASTE AND TRASH DISPOSAL.** The burning of trash or refuse on any lot is prohibited except by special permit to be granted by the Site Committee. Garbage containers shall not be allowed to remain in open view at any time except on the day of collection thereof. No trash, brush piles, rubbish, junk, inoperative vehicles of any kind or other unsightly items of property or waste shall be collected, placed or permitted to remain on any lot within the Area. The owner or occupant within the Area shall do all things necessary or desirable to keep the same in a neat condition and in good appearance. In the event that any such owner or occupant shall permit any such trash, brush piles, rubbish, junk, inoperative vehicles of any kind or other unsightly items of property to remain on any lot then, and in each such instance, the Site Committee may enter or cause to be entered upon the lot and may remove or cause to be removed the same therefrom or otherwise cause

compliance herewith and such owner or occupant shall be liable to the Site Committee for the full cost of such removal or other compliance and such entry shall not be deemed to be a trespass upon the lot and the decision of the Site Committee shall be conclusive as to whether the entry was necessary; provided, however, that notice of any violation thereof shall have been given to the owner or occupant in writing not less than five (5) days prior to any such entry.

19. **UTILITY EASEMENT.** An easement has been granted and reserved for the benefit of the Area, across land within the Area, as designated on the above-mentioned Plat, to provide for the installation and maintenance of water, sewer, power and other utilities.

20. **COMBINATION AND SUBDIVISION.** No lot or lots shall be combined or subdivided in any manner except that two (2) contiguous lots, if owned by the same record owner, may be combined as one (1) lot, or the center lot of three (3) contiguous lots may be subdivided in order to enlarge the two (2) remaining lots. Each combined lot shall be treated as one (1) lot for the purposes of applying the Covenants and Restrictions herein contained except for the provisions hereinafter referred to relating to assessments wherein each combined lot shall be considered to consist of a number of lots or portions thereof contained therein and the record owner or owners of any such combined lot shall, in writing to be recorded in the Office of the County Clerk of Teton County, elect to have the Covenants and Restrictions so applied.

21. **WATER SYSTEMS.** Other than the common water system for the Area, no water well or other independent water supply work shall be constructed or maintained on any lot and each lot shall be subject to a fee hook up to said common water system and to monthly charges for water service as provided by the Homeowners Association, except that the common water system and related charges will be under the control of the West Gros Ventre Butte Water District so long as that District is in existence.

22. **ROADWAY AND EASEMENT.** It is hereby specified, understood and agreed that the roadway designated on the Subdivision Plat hereinbefore referred to shall be deemed land for the common and mutual use of all lot owners within the Subdivision. An easement is hereby granted under and through such roadway for the purpose of installing and maintaining water, electrical, television and telephone and other utility and service lines.

23. **BUILDING PERMIT.** No improvement of any kind, including but not limited to, buildings, structures, signs and fences shall be erected, placed or permitted to remain on any lot, nor shall the exterior of any improvement be reconstructed, enlarged, modified, altered or remodeled unless and until written approval therefor in the form of a Building Permit shall be granted by the Site Committee.

No Building Permit or other approval for any such improvement shall be granted by

the Site Committee unless and until the site plans, design plans, building plans and specifications therefor have been submitted for approval to and approved by the Site Committee. The Site Committee may require written specification of material used and other information as deemed necessary to ensure compliance of these covenants.

In the event the Site Committee neither approves nor disapproves such plans within thirty (30) days from the submission thereof, written approval in the form of a Building Permit shall be deemed to have been granted.

The construction, reconstruction, alteration or remodeling of any such improvement as designated above shall comply with the following standard codes and official amendments thereto:

Uniform Building Code, current edition;
National Plumbing Code, current edition;
National Electrical Code, current edition;
National Fire Protective Association International, current edition

and which such State of Wyoming building and safety codes as may be applicable to the Area.

24. **SITE COMMITTEE - COMPOSITION AND TERM.** The Site Committee shall consist of three (3) members elected annually by the lot owners at the annual meeting. All members will serve for a one (1) year term. The Committee may adopt rules and regulations as deemed necessary to the performance of their responsibilities. Changes or amendments may be made to enable the Committee to function smoothly and execute the duties as herein described, such rules or bylaws shall be available to all owners upon request. The Committee may appoint from time to time a representative or representatives to carry out ministerial acts of the Committee.

25. **SITE COMMITTEE - AUTHORITY.** The Site Committee shall have the following authority:

- (1) To grant approvals and authorizations as may herein be required;
- (2) To enforce the terms and conditions hereof by appropriate action, including legal action;
- (3) To establish procedure for the review and approval of plans and specifications as hereinabove required and for the issuance of building permits therefor;

- (4) To establish and charge reasonable plan review fees and building permit fees;
- (5) To grant variances where it can be shown that strict compliance with the requirements herein contained would result in unnecessary hardships to the variance applicant because of topography, lot shape, physical formations, ground conditions, existing nearby structures and other such non-self-inflicted condition, and when any such variance would not be injurious to the rest of the Area. Any variance granted shall be no more than a minimum easing of the requirements contained herein. The Committee may have greater latitude in granting variances for the construction of energy conserving systems and designs, as stated in Paragraph 4 above.
- (6) Any member of the Committee may go onto the owner's land at any time prior to completion of construction or prior to occupancy (whichever comes first) to inspect the development to insure compliance with these covenants.
- (7) Neither the Site Committee nor any member thereof shall be liable to any party for any action or inaction with respect to any provision of these covenants, provided that said Committee or members thereof has acted in good faith. All members of the Site Committee shall be indemnified and held harmless by the property owners from liability, damages and expenses for any decision or action they may make while acting within the scope and course of their duties.
- (8) The Site Committee may act only upon the affirmative vote of a majority of members thereof and any such act shall constitute an act of the entire Committee.

26. **HOMEOWNERS ASSOCIATION.** A non-profit Homeowners Association has been created. The owners of the lots shall be the members of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. The rights, duties, assessments and other obligations of the Homeowners Association shall be governed by these Covenants and by the Certificate of Incorporation and Bylaws of such Association. The Association shall be governed by its Board of Directors, consisting of three (3) individuals elected annually by the members, and shall have all of the powers set forth in the Articles of Incorporation, together with its general powers as a non-profit corporation, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Articles, bylaws and these Restrictions, and to do any and all lawful things which may be authorized, required or permitted to be done by the

Association.

27. **LIEN OF ASSESSMENTS.** In order to properly operate, manage and maintain the Area for the benefit of all lot owners, the Association, by and through the Board, shall have the authority to levy assessments and each lot owner, by acceptance of a deed, shall be deemed to have granted a lien to the Association to secure payment of the assessments on the terms set forth herein. The assessments, together with interest, costs and reasonable attorneys' fees, shall constitute a lien against the applicable lot senior to any other liens or encumbrances against the lot and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the entity or person(s) who was the owner of such lot at the time when the assessment became due and payable. The Board will have the authority to enforce fines for violations of this Declaration, and enforce such fines as assessments against the applicable lot(s). Copies of rules and fine schedules, and amendments, will be mailed to lot owners when adopted by the Board.

The Board will prepare an annual budget estimate for common services and the administration of the Association and will fix the amount of the annual assessments based upon its estimate. The budget estimate may include a reserve for future contingencies. Such annual budget should be prepared and approved by the Board at least thirty days in advance of each annual assessment period. The Board may increase the actual assessments periodically to meet emergency needs such as heavier than expected snowplowing costs. It is understood that the Association may collect road assessments and transfer the funds to the Road District.

In addition to the assessments authorized above, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, provided that any such special assessment must be approved by the vote of two-thirds of a quorum of lot owners at a meeting called for such purpose on notice specifying the proposed special assessment, given to lot owners at least 30 days prior to the meeting. A quorum means the owners of at least 10 lots.

Assessments will be fixed at a uniform rate for all lots. Assessments may be charged monthly, quarterly or annually in the discretion of the Board.

The Board, upon request by an owner or mortgagee, and for a reasonable charge, shall furnish a certificate setting forth whether the assessments on a specified lot have been paid. Any assessment not paid within thirty (30) days after the due date therefor shall bear interest from the due date at the rate of fifteen percent per annum and the Board may assess a late charge as well. The Board may bring an action on behalf of the Association against the owner and any other person obligated to pay the same or may foreclose the lien against the

lot. No public record notice of the lien shall be required to perfect its priority. The priority of the lien shall be as of the recording date of the Declaration. The Board may record a notice of lien in the office of the County Clerk of Teton County, Wyoming, which shall include description of the lot(s) and the name of the owner thereof and the basis for the amount of the lien. Any lien may be foreclosed in the manner provided for foreclosures of mortgages by the statutes of the State of Wyoming.

28. **ASSESSMENTS.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents within the Area and in particular, for the improvement and maintenance of services, utilities, roads and facilities devoted to this purpose and related to the use and enjoyment of the common properties and of the homes situated within the Area, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement, maintenance and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

29. **DISSOLUTION.** In the event that the Association as a corporate entity is dissolved, a non-profit, unincorporated association shall forthwith and without further action or notice be formed and succeed to all rights and obligations of the Association hereunder. Said unincorporated association shall be known as BAR Y ESTATES SUBDIVISION LANDOWNERS ASSOCIATION, and its affairs shall be governed by the laws of the State of Wyoming and, to the extent not inconsistent therewith, by the Articles and Bylaws, respectfully, as if they were created for the purpose of governing the affairs of an unincorporated association.

30. **VIOLATIONS-ENFORCEMENT-COSTS.** The restrictions and requirements set forth in this Declaration shall be enforceable by the Board, or by any owner of a lot within the Area. Every owner of a lot within the Area hereby consents to the entry of an injunction against him or her or his or her tenants or guests, to terminate and restrain any violation of this Declaration. Any lot owner who uses or allows his or her lot to be used or developed in violation of this Declaration further agrees to pay all cost incurred by the Board in enforcing this Declaration, including reasonable attorneys' fees. The Board shall have a lien against each lot and the improvements thereon to secure the payment of any billing for such costs and fees.

31. **INDEMNIFICATION.** The costs to the Association of indemnifying its members of the Site Committee and the Board shall include all costs and expenses whatsoever incurred in the pursuance of their duties, obligations and functions hereunder and in any legal defense of such actions (including, without limitation, counsel fees and costs at all levels of any trial or proceedings, costs of investigation and discovery, and recovery, etc.), as more fully provided in the by-laws of the Association.

32. **VOTING.** When a vote of the owners is required or permitted on any matter, each owner will be entitled to exercise that number of votes which his or her interest in the BAR Y SUBDIVISION bears to the total interest of all other owners in the Subdivision as a lot-by-lot basis.

33. **AMENDMENT.** The Covenants and Conditions hereof may be amended, modified or repealed at any time by the consent of the then record owners of seventy-five percent (75%) or more of the lots in the subdivision.

34. **NO IMPLIED WAIVER.** The failure of the Site Committee or owners to object to an owner's or other party's failure to comply with the covenants and restrictions contained herein (including rules adopted) now or hereafter promulgated shall in no event be deemed a waiver by any of the above parties of the right to object to same and to seek compliance therewith in accordance with the provisions of this document.

35. **DURATION OF COVENANTS.** All of the covenants, conditions and restrictions set forth herein shall continue and remain in full force and effect for a period of twenty-five (25) years and are subject to automatic extensions for successive periods of ten (10) years unless revoked by the owners of 75% or more of the lots in the subdivision.

36. **BINDING EFFECT.** The covenants herein contained shall run with the land and shall be binding upon the BAR Y ESTATES SUBDIVISION, and upon its successors and assigns, as to any and all of the properties in the Area contained, and are imposed upon the Area as an obligation and charge against all the land and properties therein situate, for the benefit of the Area and those persons and parties who shall thereafter succeed to or otherwise acquire title to or interest in any part thereof.

37. **VALIDITY.** In the event that any one or more of the provisions, covenants, conditions or restrictions or any part thereof herein set forth shall be held by any Court of competent jurisdiction to be null and void, all remaining provisions, covenants, conditions and restrictions herein set forth shall be continued unimpaired and in full force and effect.

38. **REVOCAION OF PREVIOUS COVENANTS.** By the filing of this Second Amended Declaration of Covenants, Conditions and Restrictions for the BAR Y ESTATES SUBDIVISION, all other covenants for the BAR Y ESTATES SUBDIVISION previously filed are hereby revoked and deemed to be replaced in their entirety by this document.

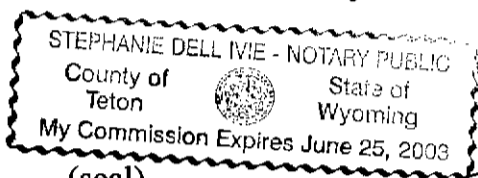
IN WITNESS WHEREOF, this Second Amended Declaration of Covenants, Conditions and Restrictions for the BAR Y ESTATES SUBDIVISION is executed this 24th day of October, 2001.

Jean Louise Thieme
Secretary of Bar Y Estates Association
Jean Louise Thieme

STATE OF Wyoming)
COUNTY OF Teton) ss.

The foregoing instrument was acknowledged before me by Jean Louise Thieme, this 24 day of October, 2001.

WITNESS my hand and official seal.



Stephanie Dell Ivie
Notary Public

(seal)

My commission expires: June 25, 2003

SECRETARY'S CERTIFICATE --
Adoption of Second Amended and Restated Declaration

The undersigned Secretary of the BAR Y ESTATES ASSOCIATION, a Wyoming nonprofit corporation, hereby certifies as follows:

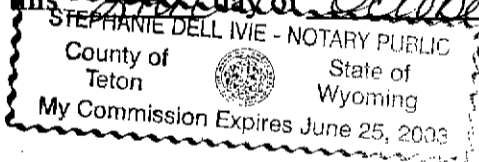
1. I am the Secretary of said Association and am duly acting as such.
2. The Second Amended and Restated Declaration attached hereto replaces in its entirety the First Amended Declaration of Covenants, Conditions and Restrictions for the Bar Y Estates Subdivision recorded with the Clerk of Teton County, Wyoming on September 13, 1982 in Book 129 of Photo, pages 220-247, and any other prior amendments thereto.
3. The recordation of the attached Second Amended and Restated Declaration has been duly authorized by the requisite number of record owners of the subject property.

IN WITNESS WHEREOF, I have duly executed and delivered this instrument effective as of 24th October, 2001.

Jean Louise Thiemo
Secretary Jean Louise Thiemo

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged, subscribed and sworn to before me by Jean Louise Thiemo, duly acting as Secretary of Bar Y Estates Association, on the 24th day of October, 2001.



Stephanie Dell Irie
Notary Public

(seal)
My commission expires: June 25 2003