

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

**FIRST AMENDMENT TO THE SECOND AMENDMENT AND COMPLETE  
RESTATEMENT OF THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
LOTS 1 THROUGH 87 OF SHOOTING STAR FIRST FILING, A SUBDIVISION OF  
TETON COUNTY, WYOMING**

CRYSTAL SPRINGS RANCH INC., a Wyoming corporation, and/or its successors or assigns (the "Declarant") previously recorded that certain Second Amendment and Complete Restatement of the Declaration of Covenants, Conditions and Restrictions for Lots 1 through 87 of Shooting Star First Filing, a Subdivision of Teton County, Wyoming recorded with the County Clerk's Office of Teton County, Wyoming on October 22, 2013 in Book 856 of Photo at Pages 1085 – 1143 (the "Second Amended and Restated Declaration" or the "Covenants"). This First Amendment to the Second Amendment and Complete Restatement of the Declaration of Covenants, Conditions and Restrictions for Lots 1 through 87 of Shooting Star First Filing, a Subdivision of Teton County, Wyoming (this "Amendment") shall be effective as of the date of recording of this instrument in the Office of the Teton County Clerk, Wyoming (the "Effective Date").

WHEREAS, Section 12 of the Second Amended and Restated Declaration provides that the Second Amended and Restated Declaration may only be amended as follows: (i) with the written consent of 55% or more of the Owners; (ii) until December 31, 2033, with the written consent of the Declarant; (iii) with respect to any amendment to Sections 7(b) and (c), with the approval of the Board of County Commissioners; and (iv) with respect to any amendment to Section 7(h), with the written consent of Declarant; and

WHEREAS, Section 5.2 of the Design Guidelines (attached as Exhibit A to the Covenants) provides that the Design Guidelines may be amended at any time by the unanimous vote of the Design Review Committee, provided however, no amendment before December 31, 2033, shall be effective unless approved by Declarant or its appointed representative.

NOW, THEREFORE, pursuant to Section 12 of the Second Amended and Restated Declaration and the authority created by the collection of the requisite written consents of 55% or more of the Owners, which consents are attached hereto and incorporated herein, Declarant hereby amends the Second Amended and Restated Declaration, and pursuant to Section 5.2 of the Design Guidelines, the Design Review Committee and the Declarant hereby amend the Design Guidelines, as follows:

*First Amendment to Second Amendment and Complete Restatement of  
Declaration of CC&Rs for Shooting Star First Filing*

GRANTOR: CRYSTAL SPRINGS RANCH INC

GRANTEE: THE PUBLIC

Doc 0881907 bk 895 pg 286-308 Filed At 12:43 ON 05/15/15

Sherry L. Daigle Teton County Clerk fees: 163.00

By Mary D. Antrobus Deputy

1. Amendments. The Second Amended and Restated Declaration is hereby amended as follows:

A. Section 7(d) is hereby amended as follows:

- (i) A new second sentence is hereby added to Section 7(d) which reads as follows: "Notwithstanding the foregoing, if two or more adjacent Lots are owned by the same Owner with a completed Principal Residence on one of the Lots, Structures with less than 3,000 square feet of habitable space may be permitted on the adjacent unimproved Lot with the consent of the Board and Declarant, as long as the new Structures match the architectural style and exterior finishes of the Principal Residence."

B. The Floor Area Limitations table set forth in Section 7(h) is hereby amended as follows:

- (i) Lot 73 of the First Filing is hereby allowed 8,000 square feet for its "Habitable Square Footage Cap" and 10,000 square feet for its "Total Square Footage Cap".
- (ii) Lot 104 of the Fifth Filing is hereby allowed 7,000 square feet for its "Habitable Square Footage Cap" and 8,850 square feet for its "Total Square Footage Cap".

C. The second sentence of Section 7(t) which reads "Lots 3, 4, 5, 6, and 7 are required to take access off of Coyote Creek Road." is hereby deleted in its entirety.

D. A new sentence is hereby added at the end of Section 7(dd) which reads as follows: "No golf course access is allowed from any Lot during the winter months of November through April."

E. Section 7(ee) is hereby deleted in its entirety and the following is hereby inserted in lieu thereof: "All outdoor furniture shall be of wood or metal construction, excepting upholstery. If of metal construction, the metal shall be a dull color, like black or grey, and shall be non-reflective."

F. A new Section 7(dd) is hereby created which reads as follows:

*First Amendment to Second Amendment and Complete Restatement of  
Declaration of CC&Rs for Shooting Star First Filing*

“(dd) Window Treatments. All window treatments that are visible from the exterior of any Structure shall be black or dark earth tone colors.”

G. The Design Guidelines (attached as Exhibit A to the Covenants) are hereby amended as follows:

- (i) The fifth sentence of Section 3.2.5 is hereby deleted in its entirety and the following sentence is inserted as the fifth sentence of Section 3.2.5 in lieu thereof: “No individual septic tanks, leachfield systems or domestic wells are permitted except for a septic tank or pump storage tank necessary for a sewage lift station.”
- (ii) A new subsection (3) is hereby added to Section 3.2.11 as follows:  
“(3) For Lots 10-12, 20-22, 25-30, 33, 77, 79, 81, 83, 85, 88, 89, 90, and 91, solar panels/collectors of any kind are not allowed.”
- (iii) The first sentence of the second paragraph of Section 4.1 is hereby deleted in its entirety and the following sentence is inserted in lieu thereof: “The Design Review Committee shall consist of at least five but no more than seven members.”
- (iv) The following sentence shall be added at the end of Section 4.3: “Upon approval by at least three members of the Design Review Committee, an applicant may submit directly for Design Development Review without first going through Schematic Design Review if such members believe that the applicant has sufficient information required for the Design Development Review.”
- (v) The third sentence of the second paragraph of Section 4.4.3 is hereby deleted in its entirety and the following sentence is inserted in lieu thereof: “This fence shall be of green fabric mesh and six feet in height.”

2. All initially capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Covenants. Except as modified by this Amendment, the Covenants shall remain in full force and effect. This Amendment

shall run with the real property subject to the Covenants and be binding against all owners and future owners of any of the Lots.

[Signature Page Follows]



CONSENT

The undersigned, being the owner of Lots 3 through 6, 54, 63, 64, 72 through 78, 80, 82, 84, 85, 87 of Shooting Star First Filing according to that plat recorded in the Office of the Teton County Clerk on August 8, 2007 as Plat No. 1210, and Lots 93 through 105 of Shooting Star Fifth Filing according to that plat recorded in the Office of the Teton County Clerk on January 7, 2014 as Plat No. 1335, which lots are a re-plat of Lots 57 through 69 of said Shooting Star First Filing, being thirty-two (32) of eighty-seven (87) lots or 35.2% of the total lots of said Shooting Star First Filing, as partially vacated and re-platted, hereby authorizes, consents to and adopts the First Amendment to the Second Amendment and Complete Restatement of the Declaration of Covenants, Conditions and Restrictions for Lots 1 Through 87 of Shooting Star First Filing, a Subdivision of Teton County, Wyoming to which this Consent is attached.

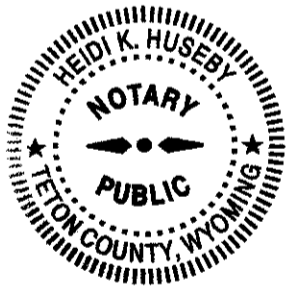
**Crystal Springs Ranch Inc.,**  
a Wyoming corporation

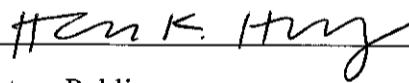
By:   
John L. Resor, President

STATE OF WYOMING                    )  
  )ss  
COUNTY OF TETON                    )

The foregoing instrument was acknowledged before me by John L. Resor, in his capacity as President of Crystal Springs Ranch Inc., a Wyoming corporation, on this 29 day of April, 2015.

WITNESS my hand and official seal.



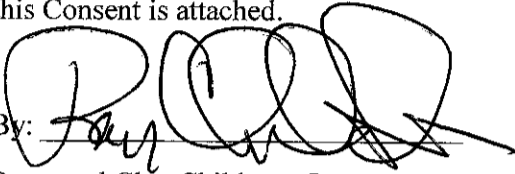


Notary Public

My commission expires: 7/11/17

CONSENT

The undersigned, being the owner of Lot 86 of Shooting Star First Filing according to that plat recorded in the Office of the Teton County Clerk on August 8, 2007 as Plat No. 1210, being one (1) of eighty-seven (87) lots or 1.1% of the total lots of said Shooting Star First Filing, hereby authorizes, consents to and adopts the First Amendment to the Second Amendment and Complete Restatement of the Declaration of Covenants, Conditions and Restrictions for Lots 1 Through 87 of Shooting Star First Filing, a Subdivision of Teton County, Wyoming to which this Consent is attached.

By: 

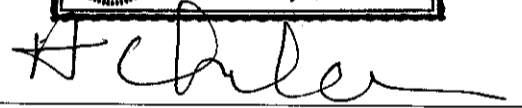
Raymond Clay Childress, Jr., Trustee of the Childress Family Investment Trust dated July 23, 2010, and any amendments thereto

STATE OF TEXAS )  
 )ss  
COUNTY OF HARRIS )

The foregoing instrument was acknowledged before me by Raymond Clay Childress, Jr., Trustee of the Childress Family Investment Trust dated July 23, 2010, and any amendments thereto, on this 29 day of APRIL, 2015.

WITNESS my hand and official seal.





Notary Public

My commission expires: 02.03.2018

CONSENT

The undersigned, being the owner of Lot 30 of Shooting Star First Filing according to that plat recorded in the Office of the Teton County Clerk on August 8, 2007 as Plat No. 1210, being one (1) of eighty-seven (87) lots or 1.1% of the total lots of said Shooting Star First Filing, as partially vacated and replatted, hereby authorizes, consents to and adopts the First Amendment to the Second Amendment and Complete Restatement of the Declaration of Covenants, Conditions and Restrictions for Lots 1 Through 87 of Shooting Star First Filing, a Subdivision of Teton County, Wyoming to which this Consent is attached.

By: Gina Pate Pierce

Gina Pate Pierce, Trustee of the  
Gina Pate Pierce Revocable Trust Agreement  
dated May 14, 2008, and any amendments thereto

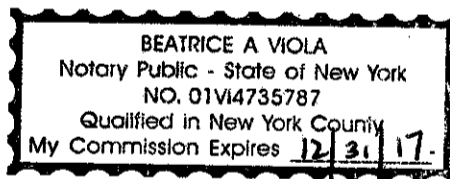
STATE OF New York )  
 )ss  
COUNTY OF New York )

The foregoing instrument was acknowledged before me by Gina Pate Pierce, Trustee of the Gina Pate Pierce Revocable Trust Agreement dated May 14, 2008, and any amendments thereto, on this 15th day of April, 2015.

WITNESS my hand and official seal.

Beatrice A Viola  
Notary Public

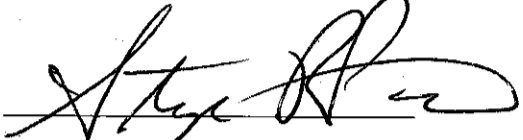
My commission expires:





CONSENT

The undersigned, being the owner of Lot 29 of Shooting Star First Filing according to that plat recorded in the Office of the Teton County Clerk on August 8, 2007 as Plat No. 1210, being one (1) of eighty-seven (87) lots or 1.1% of the total lots of said Shooting Star First Filing, as partially vacated and replatted, hereby authorizes, consents to and adopts the First Amendment to the Second Amendment and Complete Restatement of the Declaration of Covenants, Conditions and Restrictions for Lots 1 Through 87 of Shooting Star First Filing, a Subdivision of Teton County, Wyoming to which this Consent is attached.

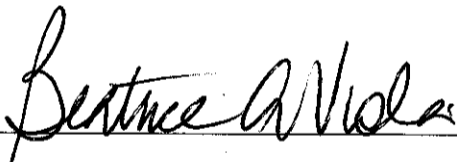
By: 

Stephen R. Pierce, Trustee of the  
Stephen R. Pierce Revocable Trust Agreement  
dated May 14, 2008, and any amendments thereto

STATE OF New York )  
 )ss  
COUNTY OF New York )

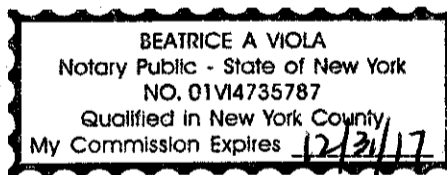
The foregoing instrument was acknowledged before me by Stephen R. Pierce, Trustee of the Stephen R. Pierce Revocable Trust Agreement dated May 14, 2008, and any amendments thereto, on this 15th day of April, 2015.

WITNESS my hand and official seal.



Notary Public

My commission expires:



CONSENT

The undersigned, being the owner of Lot 42 and 50 of Shooting Star First Filing according to that plat recorded in the Office of the Teton County Clerk on August 8, 2007 as Plat No. 1210, being two (2) of eighty-seven (87) lots or 2.2% of the total lots of said Shooting Star First Filing, as partially vacated and re-platted, hereby authorizes, consents to and adopts the First Amendment to the Second Amendment and Complete Restatement of the Declaration of Covenants, Conditions and Restrictions for Lots 1 Through 87 of Shooting Star First Filing, a Subdivision of Teton County, Wyoming to which this Consent is attached.

By: Richard T. Santulli  
Richard T. Santulli, Trustee of the  
Richard T. Santulli Revocable Trust,  
dated October 7, 2005, and any amendments thereto

STATE OF NEW JERSEY )  
 )ss  
COUNTY OF BERGEN )

The foregoing instrument was acknowledged before me by RICHARD T. SANTULLI, Trustee  
on this 13TH day of APRIL, 2015.

WITNESS my hand and official seal.

Deborah J Hatkins

Notary Public

My commission expires:

**DEBORAH J HATKINS**  
ID # 2389310  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires September 9, 2019

CONSENT

The undersigned, being the owner of Lot 92 of Shooting Star Fifth Filing according to that plat recorded in the Office of the Teton County Clerk on January 7, 2014 as Plat No. 1335, which lot is a re-plat of Lot 94 of said Shooting Star First Filing, being one (1) of eighty-seven (87) lots or 1.1% of the total lots of said Shooting Star First Filing, as partially vacated and re-platted, hereby authorizes, consents to and adopts the First Amendment to the Second Amendment and Complete Restatement of the Declaration of Covenants, Conditions and Restrictions for Lots 1 Through 87 of Shooting Star First Filing, a Subdivision of Teton County, Wyoming to which this Consent is attached.

By: [Signature]  
Lee Lipscomb

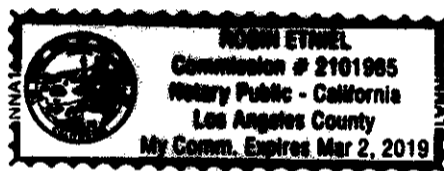
By: [Signature]  
Robin Lipscomb

STATE OF California )  
 )ss

COUNTY OF Los Angeles )

Lee Lipscomb and Robin Lipscomb LLB  
Robin Ethiel, Notary Public, on

The foregoing instrument was acknowledged before me by this 08 day of April, 2015.



WITNESS my hand and official seal.

[Signature]  
Notary Public

My commission expires: 03/02/2019







CONSENT

The undersigned, being the owner of Lot 14, 18 and 19 of Shooting Star First Filing according to that plat recorded in the Office of the Teton County Clerk on August 8, 2007 as Plat No. 1210, being three (3) of eighty-seven (87) lots or 3.3% of the total lots of said Shooting Star First Filing, as partially vacated and re-platted, hereby authorizes, consents to and adopts the First Amendment to the Second Amendment and Complete Restatement of the Declaration of Covenants, Conditions and Restrictions for Lots 1 Through 87 of Shooting Star First Filing, a Subdivision of Teton County, Wyoming to which this Consent is attached.

By: Matthew T. Goodwin

Matthew T. Goodwin, Trustee of the  
Matthew T. Goodwin Revocable Trust Agreement  
dated May 27, 2009, and any amendments thereto

STATE OF Virginia )  
 )ss  
City  
COUNTY OF Richmond )

The foregoing instrument was acknowledged before me by Matthew T. Goodwin, Trustee of the Matthew T. Goodwin Revocable Trust Agreement dated May 27, 2009, and any amendments thereto, on this 8<sup>th</sup> day of April, 2015.

WITNESS my hand and official seal.



Maria B. Clarke

Notary Public

My commission expires: 5/31/2017 wib





**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange )

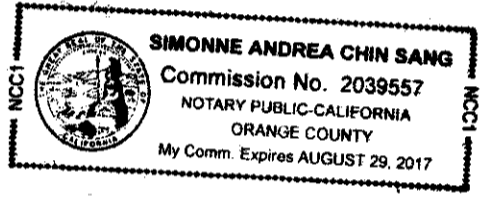
On April 8th, 2015 before me, Simonne Andrea Chin Sang  
(insert name and title of the officer)

personally appeared Jared L. Pobre and Stacy Ann Pobre  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

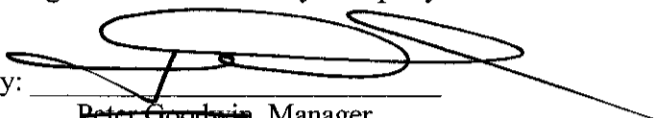
Signature Simonne Andrea Chin Sang (Seal)



CONSENT

The undersigned, being the owner of Lot 8 of Shooting Star First Filing according to that plat recorded in the Office of the Teton County Clerk on August, 8 2007 as Plat No. 1210, being one (1) of eighty-seven (87) lots or 1.1% of the total lots of said Shooting Star First Filing, hereby authorizes, consents to and adopts the Third Amendment of the Declaration of Covenants, Conditions and Restrictions for Lots 1 Through 87 of the Shooting Star First Filing, to which this Consent is attached.

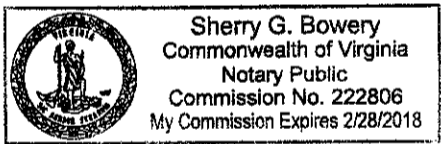
PG Shooting Star, LLC,  
a Virginia limited liability company

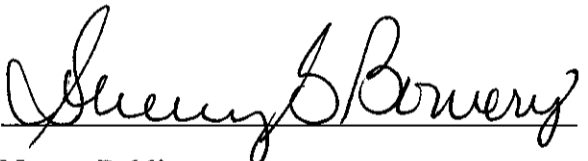
By:   
Peter Goodwin, Manager  
*James Jones*

STATE OF *Virginia* )  
 )ss  
*City*  
COUNTY OF *Richmond* )

The foregoing instrument was acknowledged before me by *James Jones, Manager* <sup>*h/b*</sup> on this *9th* day of *April*, 2015.

WITNESS my hand and official seal.



  
Notary Public  
My commission expires: *2/28/2018*

CONSENT

The undersigned, being the owner of Lot 88 and 89 of Shooting Star Third Filing according to that plat recorded in the Office of the Teton County Clerk on June 18, 2010 as Plat No. 1300, which lots are a re-plat of Lots 23 and 24 of said Shooting Star First Filing, being two (2) of eighty-seven (87) lots or 2.2% of the total lots of said Shooting Star First Filing, as partially vacated and re-platted, hereby authorizes, consents to and adopts the First Amendment to the Second Amendment and Complete Restatement of the Declaration of Covenants, Conditions and Restrictions for Lots 1 Through 87 of Shooting Star First Filing, a Subdivision of Teton County, Wyoming to which this Consent is attached.

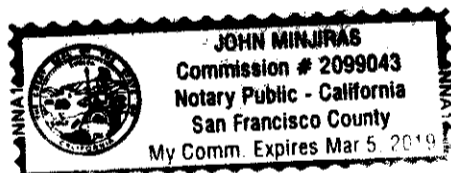
By: [Signature]  
John K. Hurley

By: [Signature]  
Kamilla B. Hurley

STATE OF CALIFORNIA )  
 )ss  
COUNTY OF SAN FRANCISCO )

The foregoing instrument was acknowledged before me by John K. Hurley, Hurley, <sup>Kamilla B</sup> on this 17 day of APRIL, 2015.

WITNESS my hand and official seal.



[Signature]  
Notary Public

My commission expires: 03/05/2019



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of SAN FRANCISCO )

On 4/17/15 before me, JOHN MINJIRAS - Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared JOHN K HURLEY, KAMILIA B HURLEY  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature John Minjiras  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document** CONSENT  
Title or Type of Document: \_\_\_\_\_ Document Date: 4/17/15  
Number of Pages: 1 Signer(s) Other Than Named Above: \_\_\_\_\_

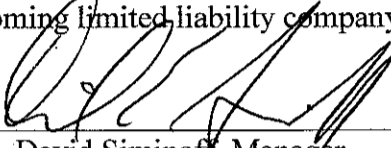
**Capacity(ies) Claimed by Signer(s)**  
Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

CONSENT

The undersigned, being the owner of Lot 33 of Shooting Star First Filing according to that plat recorded in the Office of the Teton County Clerk on August 8, 2007 as Plat No. 1210, being one (1) of eighty-seven (87) lots or 1.1% of the total lots of said Shooting Star First Filing, as partially vacated and re-platted, hereby authorizes, consents to and adopts the First Amendment to the Second Amendment and Complete Restatement of the Declaration of Covenants, Conditions and Restrictions for Lots 1 Through 87 of Shooting Star First Filing, a Subdivision of Teton County, Wyoming to which this Consent is attached.

The Dude & Sweetie, LLC  
a Wyoming limited liability company

By:   
David Siminoff, Manager

STATE OF California )

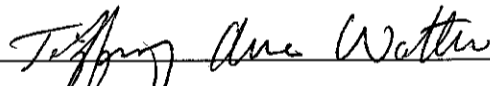
)ss

COUNTY OF Santa Clara )

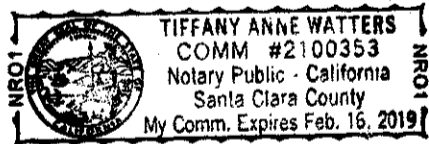
The foregoing instrument was acknowledged before me by David Siminoff, manager <sup>h/b</sup>, on this 17 day of April, 2015.

WITNESS my hand and official seal.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

  
Notary Public

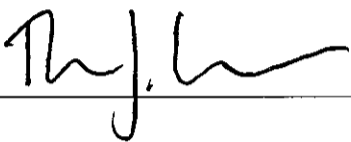
My commission expires:



CONSENT

The undersigned, being the owner of Lot 90 and 91 of Shooting Star Fourth Filing according to that plat recorded in the Office of the Teton County Clerk on April 16, 2013 as Plat No. 1328, which lots are a re-plat of Lots 31 and 32 of said Shooting Star First Filing, being two (2) of eighty-seven (87) lots or 2.2% of the total lots of said Shooting Star First Filing, as partially vacated and re-platted, hereby authorizes, consents to and adopts the First Amendment to the Second Amendment and Complete Restatement of the Declaration of Covenants, Conditions and Restrictions for Lots 1 Through 87 of Shooting Star First Filing, a Subdivision of Teton County, Wyoming to which this Consent is attached.

SH Lot 32, LLC  
a Wyoming limited liability company

By: 

STATE OF \_\_\_\_\_ )

)ss

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public

My commission expires:

*\* Please view certificate attached. \**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**  
**CIVIL CODE § 1189**

State of California

County of San Mateo }

On 2015 before me, Jessica Atneyel, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Thomas Laffont  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Jessica Atneyel  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: First Amendment to Second Amendment Document Date: 4/3/2015  
& Complete Restatement of Declaration of CCERs for Shooting Star First Filing

Number of Pages: 8 (including this) Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Thomas Laffont

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: owner

Signer Is Representing: N/A

Signer's Name: N/A

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_