

**SECOND AMENDMENT
TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
ALPINE MEADOWS**

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Alpine Meadows ("Second Amendment") has been approved by the affirmative vote of at least a majority of the Members voting on such amendment at a duly noticed meeting of members.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Alpine Meadows was recorded in the Office of the Lincoln County Clerk on August 23, 2005 at Book 595 of Public Records, Pages 404 to 459 ("First Declaration"), which was subsequently amended and restated in its entirety by the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Alpine Meadows recorded in the Office of the Lincoln County Clerk on October 6, 2006 in Book 636 at Page 132 as Receiving #923138 ("Amended and Restated Declaration").

WHEREAS, a First Amendment to the Amended and Restated Declaration was duly approved by the affirmative vote of at least a majority of the Members voting for such action and recorded in the office of the Lincoln County Clerk on October 21, 2011 in Book 774 at Page 838 as Receiving #961536 (the "First Amendment"); and

WHEREAS, the Amended and Restated Declaration, as amended, applies to the Alpine Meadows Subdivision according to that plat recorded in the office of the Lincoln County Clerk as Plat No. 206-A ("Alpine Meadows Subdivision");

WHEREAS, Paragraph 14.1 of the Amended and Restated Declaration provides that the Amended and Restated Declaration may be amended by the affirmative vote of at least a majority of the Members voting for such action; and

WHEREAS, at least a majority of Members (as the term is defined in the Amended and Restated Declaration) approved this Second Amendment by affirmative vote.

NOW THEREFORE, the Amended and Restated Declaration and First Amendment are hereby amended as follows:

1. Article III – Land Classifications, Section 3.1(a) Single-Family Residential shall be amended to read as follows:

The Single-Family Residential Properties shall consist of not more than 166 lots. Except as provided for in Section 3.1(b) below, Single-Family Residential Properties shall be restricted to Residential Use only and any one single-family residential lot shall not contain more than one single-family dwelling unit and one accessory building. The principal building on each Single-Family Residential Property shall not exceed two stories and a maximum of thirty feet in height. Minor projections such as chimneys may exceed the maximum building height by no more than four feet (34 feet total height). The accessory building, if any, on each Single-Family Residential Property shall be architecturally compatible with the dwelling and shall not exceed a maximum of

fifteen feet in height. All improvements located within each Single-Family Residential Property shall comply with Section 5.1 hereof.

2. Article IV – Use and Conduct, Section 4.8 Fencing and Gates shall be amended to read as follows:

No fence, gate, hedge, or wall shall be erected or maintained, except to screen service areas, dog runs, gardens patios, or other elements directly related to the main structure on a Property. No fence, gate, hedge, or boundary wall shall be erected or maintained on any Property line. Berms and hedges may be allowed for residential lots bordering County Road 100 or the bike path, as well as all business park and commercial lots with prior approval from the Architectural Review Committee. No fence construction of any type shall be permitted in a big game movement and migration corridor as identified by the Wyoming Game & Fish. All fencing shall require the prior written approval of the ARC, at the ARC's sole discretion, shall be in compliance with the Design Guidelines and shall be wildlife friendly.

3. Article IV – Use and Conduct, Section 4.10(a) Vehicle Parking, Storage, Operation and Repair shall be amended to read as follows:

In no case shall more than one (1) recreational vehicle (defined as a motor home, trailer, truck camper on or off a supporting vehicle, boat, snowmobile, all-terrain vehicle, motorbikes/motorcycles, and other similar vehicles) with a maximum length of thirty (30) feet, currently licensed and operable be kept, placed or maintained within the building envelope of any developed single-family residential Lot. Under no condition shall any vehicle be parked or stored in the Road Lots or the Roadway System. Said recreational vehicles are prohibited from being stored with any kind of shrink wrap covering. No abandoned or inoperable vehicles (as defined below) are allowed to be kept, placed or maintained on any single-family residential lot. The Board shall have full power and authority to regulate the parking and storage of cars and any and all motor homes, recreational vehicles, boats, bicycles, motorbikes, trailers and other similar vehicles and equipment. No vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt on any property except within a completely enclosed garage which fully screens the sight and sound of the activity from the surrounding Properties. This restriction shall not prevent the non-commercial washing and polishing of vehicles and boats, together with activities normally incidental thereto.

4. Article IV – Use and Conduct, Section 4.10 (e) Vehicle Parking, Storage, Operation and Repair shall be amended to read as follows:

Motorcycles, and motorized trail bikes, mini-bikes, dirt bikes, all-terrain vehicles, mopeds, go-carts, snowmobiles and similar motorized vehicles properly tagged, licensed, and/ equipped for operation on public roads may be used or operated on the Properties except as such use may be expressly limited in the Master Rules and Regulations.

5. Article V – Architecture and Landscaping, Section 5.3(c) Obligation to Complete Construction shall be amended to read as follows:

Regardless of the type of improvement being constructed on a Property, once construction has commenced, it must be completed within eighteen (18) months from the date construction commenced unless otherwise specified in the notice of approval or unless the ARC grants an extension in writing, which it shall not be obligated to do. Completion of improvements shall mean that a certificate of occupancy has been issued by the local governing body empowered to do so and that the improvements are in a condition suitable for immediate occupancy by the Owner or its Occupant.

6. Article V – Architecture and Landscaping, Section 5.12 Berms shall be amended to read as follows:

Except as expressly provided herein, no berms (which shall include screening by hedges) shall be constructed or maintained on any residential Property unless the ARC, in its sole discretion, approves such construction and maintenance and finds the same to be beneficial between adjacent Residential Properties. Berms and hedges shall be allowed on residential Property, with approval from the ARC, when such the Property is located adjacent to County Road 100 or bike pathways, and when the purpose of the berm or hedge is to screen such Road or pathway. Berms and hedges shall be allowed on business park lots and commercial lots with approval from the ARC. In connection with the foregoing, the Board may request, at the expense of the Owner seeking approval, information relating to the possible impact of the berm on other Residential, Business Park, or Commercial Properties, which information may include appropriate engineering studies.

IN WITNESS WHEREOF, this Second Amendment is executed this 2nd day of December, 2016.

ALPINE MEADOWS PROPERTY OWNERS ASSOCIATION,
A WYOMING NON-PROFIT CORPORATION

Michael T. Halpin
Michael T. Halpin, President

STATE OF WYOMING)
)ss
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this 2nd day of December, 2016 by Michael T. Halpin, President of the Alpine Meadows Property Owners Association.

WITNESS my hand and official seal.

Lisa M. Paddleford
Notary Public
My Commission expires: 9-12-2020



CERTIFICATION

STATE OF WYOMING)
) ss
COUNTY OF TETON)

I, Sean Chapman, being first duly sworn upon oath, depose and say as follows:

- 1. I am the duly elected and acting secretary for the Alpine Meadows Property Owners Association.
2. The foregoing Second Amendment to the Amended and Restated Declaration was duly approved by the affirmative vote of at least a majority of Members voting for such action at the special meeting of the Members of the Alpine Meadows Property Owners Association held on the 2nd day of December, 2016.

Dated this 2nd day of December, 2016.

[Signature]
Sean Chapman

STATE OF WYOMING)
) ss
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this 2nd day of December, 2016 by Sean Chapman, who does verify that the foregoing statements are true and correct to the best of her knowledge.

his (IMP)

WITNESS my hand and official seal.



Lisa M. Paddleford
Notary Public
My Commission expires: 9.12.2020