

**Second Amendment to Amended and Restated Declaration of Covenants, Conditions and
Restrictions
for Shooting Star Ranch Subdivision
(Amends Instrument #260258)**

Instrument # 276923
TETON COUNTY, IDAHO
07-22-2022 15:32:00 No. of Pages: 3
Recorded for: BEARD ST. CLAIR GAFFNEY PA
KIM KEELEY Fee: \$16.00
Ex-Officio Recorder Deputy, Kim Keeley
Index to: AMMENDMENT

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATE COVENANTS, CONDITIONS and RESTRICTIONS for SHOOTING STAR RANCH SUBDIVISION (this “Amendment”) shall be effective upon the date of recording. This Amendment amends the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Shooting Star Ranch Subdivision recorded in Teton County, Idaho on June 4, 2020 as Instrument #260258, which was previously amended by that certain First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded in Teton County, Idaho on June 9, 2021 as Instrument #268935 (the “Declaration”).

I. AMENDMENTS

A) AMENDMENT TO SECTION 10(K) REGARDING EXTENSIONS OF THE DEADLINE TO COMPLETE CONSTRUCTION.

The last two sentences of Section 10(L) of the Declaration will be amended to read as follows:

“All construction shall be completed within one (1) year from the commencement of Development after having received the required approval from the Design Review Committee and a Building Permit from Teton County. The Board may for good cause approve up to two (2) extensions of the deadline to complete construction, not to exceed six (6) months in length each.”

B) AMENDMENT TO SECTION 7(F) REGARDING ANIMALS IN THE SUBDIVISION.

Section 7(F) regarding dogs, horses, and fines will be amended to read as follows:

“7(F). No animals shall be kept or maintained on any Lot except as provided in this Declaration. Any animals permitted to be kept on a Lot shall be restrained and controlled at all times so that they do not cause a nuisance to neighboring Lot Owners, and so that the presence of activity of any such pets or livestock does not harass or endanger wildlife or people. Lot Owners may walk their dogs on subdivision roads provided they carry with them at all times a fixed length leash for their dog to be used when approaching another person(s), or person(s) with a dog(s). When an Owner and his dog are alone on the subdivision roads, dogs may be unleashed provided they are not allowed onto private lots adjacent to the road and are kept close enough to the Owner to attach a leash when encountering other walkers. All dogs must be restrained at the side of the road when a car is passing. No dogs exhibiting aggressive behavior are allowed on subdivision roads, leashed, or unleashed. Aggressive behavior includes but is not limited to growling, lunging at people and cars, chasing cars, excessive barking, or any behavior that causes others to fear attack by the animal. Excessive and continual barking by an animal while restrained on their Owner’s lot that interferes with other Lot Owner’s enjoyment of their lot or their enjoyment of the road shall constitute a nuisance under this Rule and is prohibited. Cats or other

domestic animals, which are normally kept and maintained indoors, shall be permitted on any Lot. No horses or pack animals are allowed on an Owner's Lot. No more than three (3) dogs may be kept on any Lot, provided however, that a litter of puppies born to a dog owned by a Lot Owner may be kept or maintained upon any Lot for a period not to exceed six (6) months, provided that the puppies are maintained and restrained in accordance with the provisions of this Declaration. At no time are dogs allowed to roam on their Owner's Lot, or beyond their Lot, unrestrained and uncontrolled or to chase or otherwise harass other animals, livestock, wildlife, or people. As to the rules governing animals in this paragraph, the Board shall have the authority to fine a Lot Owner per a fine schedule adopted by the Board in accordance with the provisions contained in Section 8.B of the CCRs. Any more than six (6) fines and the Owner must permanently remove their animal from their lot."

C) AMENDMENT TO SECTION 7(N)(ii) REGARDING ANIMALS ON LOTS.

The reference to "horses" will be removed from Section 7(N)(ii) of the Declaration, and that section will read as follows:

"7(N)(ii) Dogs, and other domestic animals shall be controlled and restrained at all times, and shall not be allowed to run at large on any portion of any Lot, except within an enclosed improvement area;"

D) AMENDMENT TO SECTION 8(B) REGARDING FINES.

The following sentence will be added to Section 8.B of the Declaration:

"In the event that an Owner fails to remediate any violation of these Covenants within 30 days after the date on which the Board conducts a hearing and assesses a fine relative to such violation, an additional fine will be assessed for each subsequent day such violation continues until such time as the violation is remediated to the satisfaction of the Board."

[certification page to follow]

II. CERTIFICATION

We, the undersigned, the duly elected and acting President and Secretary of the Association, do hereby certify that the foregoing First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Shooting Star Ranch Subdivision have been approved by the Board and at least two-thirds (2/3) of the Owners.

Executed this 20th day of July 2022.

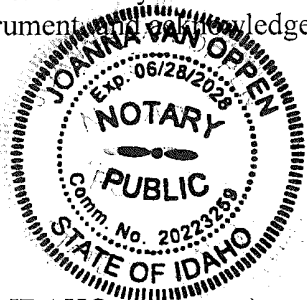
JEFF CARTER
[Signature], President

KATHRYN M. GRIFFITH
[Signature], Secretary

STATE OF IDAHO)
) ss.
COUNTY OF TETON)

On this 20th of JULY, in the year of 2022, before me JOANNA VAN OPPEN, personally appeared KATHRYN M. GRIFFITH, 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 that he (she) (they) executed the same.

[Seal]

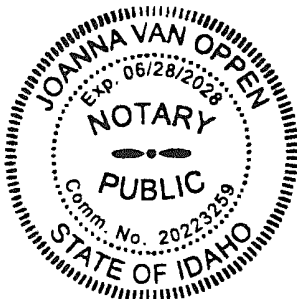


[Signature]
Notary Public
My Commission Expires on 6/28/2028

STATE OF IDAHO)
) ss.
COUNTY OF TETON)

On this 22nd of JULY, in the year of 2022, before me JOANNA VAN OPPEN, personally appeared JEFF CARTER, 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 that he (she) (they) executed the same.

[Seal]



[Signature]
Notary Public
My Commission Expires on 6/28/2028