

**AMENDMENT TO
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
RAFTER J RANCH SUBDIVISION**

This Amendment to the Declaration of Covenants, Conditions and Restrictions for the Rafter J Ranch Subdivision (“Amendment”) is made effective as of the date that this Amendment is recorded in the Teton County, Wyoming Clerk’s Office.

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Rafter J Ranch Subdivision was recorded in the Office of the Teton County Clerk on June 30, 1978 in Book 72 of Photo, Pages 384-406 (the “Original Covenants”), and was thereafter amended by a:

1. First Amendment recorded January 13, 1981 in Book 107 at Pages 579-589 as Document 0220159; and
2. Second Amendment recorded June 18, 1996 in Book 321 of Photo at Pages 551-555 as Document 0419196; and
3. Third Amendment recorded February 2, 1998 in Book 348 at pages 636-637 as Document 0457186; and
4. Fourth Amendment recorded on May 3, 2000 in Book 398, pages 91-92 as Document No. 0514459; and
5. Fifth Amendment recorded on March 20, 2019 as Document No. 0966015.

The foregoing described Original Covenants and all amendments are collectively referred to in this Amendment as the “Covenants;”

WHEREAS, the Covenants apply to all lots and tracts identified on the following plats, all of which are located within the Rafter J Ranch Subdivision:

1. Rafter J Ranch Subdivision, Plat Nos. 330, 526, 611 and 681;
2. Southeast Forty Townhouses, Plat Nos. 415 and 425;
3. Northeast Forty Townhouses, Plat Nos. 431, 502 and 525;
4. The Cedarwoods of Jackson Hole Townhomes, Plat Nos. 435 and 508;
5. End of Trail Twin Homes, Plat Nos. 534, 545 and 555; and
6. Walden Pond Twin Homes, Plat Nos. 549, 711 and 1317.

WHEREAS, on November 7, 2024, the Wyoming Supreme Court issued its decision in *Rafter J Ranch Homeowners Association v. Stage Stop, Inc.*, Case No. S-24-050 (the “Wyoming Supreme Court Opinion”), and thereby determined that, under the Covenants that existed as of the time of the Court’s opinion, certain proposed apartment uses by Lot 333’s current owner, Stage Stop, Inc.,

did not violate the Covenants insofar as such use fell within the meaning of permissible “commercial use” under the Covenants then in effect;

WHEREAS, the Wyoming Supreme Court Opinion further clarified that, under the Covenants in effect as of the time of the Court’s opinion, lots classified as “commercial” are subject to the general limitations in Article VII, Section 2 but are not subject to residential use restrictions under Article VII, Section 3;

WHEREAS, the Wyoming Supreme Court declined to consider subdivision-wide density limitations contained in a recorded “Master Plan” because, among other things, that document was not referred to or incorporated in the Covenants;

WHEREAS, the following amendments to the Covenants are proposed to (i) extend certain use restrictions otherwise applicable to residential lots (including within “multifamily” areas) to Commercial Lots and Miscellaneous Lots; (ii) allow for unit-based assessments to be levied on Commercial Lots and Miscellaneous Lots to the extent such lots are utilized for Dwelling Units; and (iii) to incorporate specific subdivision-wide density limitations under the original and recorded Master Plan to limit future development in recognition of subdivision capacity;

WHEREAS, none of the amendments described in this instrument are intended nor shall they be deemed to disallow Stage Stop, Inc.’s particular apartment use of Lot 333 as specifically and affirmatively deemed lawful by the Wyoming Supreme Court Opinion;

WHEREAS, Article XII of the Covenants provides that the Covenants “may be amended by an instrument signed by not less that sixty-five percent (65%) of the lot owners, which instrument must be recorded in the Office of the County Clerk of Teton County, Wyoming. While the instrument must be recorded, it is not necessary that the owners’ signatures be recorded”; and

WHEREAS, at least sixty-five percent (65%) of the lot owners within the Rafter J Ranch Subdivision have adopted the amendments to the Covenants described herein through their signatures approving such amendments kept by the Association in its files:

NOW THEREFORE, the Covenants are hereby amended as follows:

ARTICLE I - DEFINITIONS is hereby amended to add the following Sections 9 and 10:

Section 9. “Dwelling Unit” shall mean and refer to (i) each single-family residence (inclusive of any “detached guest suite” as defined in Article VI, Section 3 of the Covenants) on each residential lot, and each townhome unit and each residential condominium unit as may exist or otherwise be allowed by these Covenants within areas classified as Residential or Multiple Dwelling/multifamily, and (ii) any Accessory Residential Unit (defined below) which may exist or otherwise be allowed by these Covenants within areas classified as Commercial or Miscellaneous consistent with all other provisions of these Covenants. Other types of residential structures not specified hereinabove are not included within the definition of Dwelling Unit and are not allowed except for those “commercial apartments” specifically addressed and affirmatively deemed lawful by the Wyoming Supreme Court Opinion on Lot 333, which apartments shall be considered Dwelling Units.

Section 10. “Accessory Residential Unit” shall mean and refer to any residential unit located on land classified as Commercial or those select Miscellaneous lots identified in Article VIII which is accessory to or otherwise supportive of an existing commercial or other authorized use and is not (and is prohibited from being) separately owned from the land on which the building is located. Unless otherwise expressly and affirmatively allowed by these Covenants, only one (1) Accessory Residential Unit may exist or otherwise be allowed on lots classified as Commercial or those select Miscellaneous lots identified in Article VIII. Accessory Residential Units are expressly prohibited on lots classified as Residential or Multiple Dwelling/multifamily.

ARTICLE II - Section 1. PROPERTY RIGHTS, Subparagraph (c) is deleted in its entirety and replaced with the following:

“(c) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by at least two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded.”

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS, Section 3. MAXIMUM ANNUAL ASSESSMENT is deleted in its entirety and replaced with the following:

“Section 3. MAXIMUM ANNUAL ASSESSMENT.

Section 3.1. Base Annual Assessment. For each land classification area, the base annual assessments are hereby set at the following amounts as of the date of this Amendment, which amounts shall only be subject to increase under Section 3.2:

Residential (as of date of this Amendment): \$634.92 per year;

Multiple Dwelling (as of date of this Amendment): \$634.92 per year per Dwelling Unit;

Commercial & Miscellaneous (as of date of this Amendment): \$715.68 per year, plus \$634.92 per year per Dwelling Unit on the lot.

Section 3.2. Increases to Base Annual Assessments.

(a) The base annual assessments may be increased each year by not more than five percent (5%) or by the Cost of Living Index increase, whichever is greater. Any annual increase greater than stated in the prior sentence will require a vote of at least two-thirds (2/3) of the members agreeing to the increase; unless the maximum annual assessment is otherwise amended under Article XII, Section 3 of these Covenants.”

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS, Section 4 - SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS is deleted in its entirety and replaced with the following:

“Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition

to the annual assessments authorized above, the association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of one-half (1/2) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.”

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS, Section 5 - NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4 is deleted in its entirety and replaced with the following:

“Section 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.”

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS, Section 6 - UNIFORM RATE OF ASSESSMENT is deleted in its entirety and replaced with the following:

“Section 6. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all lots within each land classification, each such land classification to be considered separately, and may be collected on a monthly basis.”

ARTICLE VI - DESIGN STANDARDS is hereby amended to add the following Section 5:

Section 5. SUBDIVISION-WIDE RESIDENTIAL DENSITY LIMITATION. Per the 1977 Master Plan attached to the *Certificate of Developer* recorded in the Teton County Clerk’s Office on October 17, 1977 in Book 63, Pages 101 – 110 as Document No. 175709, the Rafter J Ranch is limited to a maximum density of no more than 495 total Dwelling Units (the “Density Limit”). This Density Limit is hereby ratified and adopted by this Amendment to expressly prohibit the future construction, remodeling, or alteration of any lot to create new Dwelling Units that would exceed the Density Limit; provided that (i) all existing Dwelling Units as of the date of this Amendment are deemed grandfathered with respect to the Density Limit; and (ii) the 495 total Dwelling Unit limitation shall also not apply to disallow (a) the use of Lot 333 by Stage Stop, Inc. as specifically considered and affirmatively deemed lawful by the Wyoming Supreme Court Opinion; or (b) Accessory Residential Units authorized by this Amendment on lots classified as Commercial or Miscellaneous.

ARTICLE VIII - ADDITIONAL COVENANTS – MISCELLANEOUS AREAS is hereby amended to add the following Section 2 and Section 2.1:

Section 2. MISCELLANEOUS AREAS. The following lots are classified as

Miscellaneous and may be used for the following specified purposes:

(a) Lot 330 (Church Area), may be used for the construction, maintenance, and use for church or religious purposes, including the erection of such church buildings or facilities as may be necessary or incidental thereto, including recreational and education uses directly associated with church purposes, and one (1) Accessory Residential Unit in the form of a parsonage, which has already been constructed as of the date of this Amendment.

(b) Lot 331 (Public Facility Area), may be used for public facilities, including but not limited to, school or educational purposes, fire or police protection facilities, public office buildings, and related facilities and incidental buildings and improvements which may be necessary or desirable for a public facility, including one (1) accessory residential unit, which has not been constructed as of the date of this Amendment.

(c) Lot 332 (Conveyed to the homeowners association), may be used for such purposes and future uses as the Board deems appropriate; provided however that no Dwelling Units or Commercial Uses shall be permitted on Lot 332.

(d) Lot 335 (R.V. Storage), shall be used for the construction, maintenance, and use of a facility for the storage of items not suitable for storage in the residential and multiple family dwelling area including the storage of boats, recreational vehicles, trailers, campers, and other items. Such buildings, fences, security containers, or the like may be erected and maintained on said Lot 335. No Dwelling Units are permitted on Lot 335.

(e) Tract 2A (Created pursuant to Plat 526 recorded November 16, 1982 in the Teton County, Wyoming Clerk's Office), may be used for professional offices, and one (1) accessory residential unit, subject to these covenants and such restrictions as may be contained in deeds, leases, or other instruments of conveyance.

(f) Rafter J HOA Administrative Office at 2951 Big Trail Drive, having Parcel Identification Number of 22-40-16-08-3-02-005

Section 2.1. APPLICATION OF RESIDENTIAL PROVISIONS OF ARTICLE VII "LAND CLASSIFICATIONS, USE AND RESTRICTIVE COVENANTS", SECTION 3 TO MISCELLANEOUS LOTS. The provisions of ARTICLE VII "LAND CLASSIFICATIONS, USE AND RESTRICTIVE COVENANTS" Section 3 entitled "RESIDENTIAL AND MULTIPLE DWELLING AREA: USES: RESTRICTIONS" shall apply to all Miscellaneous Lots.

ARTICLE IX - ADDITIONAL COVENANTS - COMMERCIAL is hereby amended to add the following Section 1, Section 2, Section 3, and Section 4:

ARTICLE IX

COMMERCIAL AREA

Section 1. USE OF COMMERCIAL AREA. Subject to these covenants and such restrictions as may be contained in deeds, leases, or other instruments of conveyance, Lots 333, 336, and 337 are designated as commercial areas, and may be used for local commercial purposes

that benefit the Rafter J community, plus one (1) residential unit accessory to such purpose. Dwelling Units are otherwise disallowed on Commercial Lots except for those “commercial apartments” specifically addressed and affirmatively deemed lawful by the Wyoming Supreme Court Opinion on Lot 333.

Section 2. IDENTIFICATION OF COMMERCIAL AREA. As of the date of this Amendment, Lots 333, 336, and 337 are the only Commercial Lots in the Rafter J Ranch Subdivision, and will each hereafter be referred to as a “Commercial Lot” and collectively as the “Commercial Area.” The history of the Commercial Lots is as follows:

- Lots 333 and 334 were designated as “local commercial” lots on Plat No. 330 recorded January 6, 1978 in the Teton County, Wyoming Clerk’s Office, and described as “Commercial Lots” in the Original Covenants.
- Lot 334 was further subdivided in 1989 via the filing of Plat 681 on December 19, 1989, recorded January 6, 1978 in the Teton County, Wyoming Clerk’s Office; which vacated Lot 334 and created current Lots 336 and 337.

Section 3. REAFFIRMATION THAT PROVISIONS OF ARTICLE VII “LAND CLASSIFICATIONS. USE AND RESTRICTIVE COVENANTS”, SECTION 2 APPLY TO COMMERCIAL LOTS. The provisions of Article VII, Section 2, entitled “GENERAL RESTRICTIONS” subparagraphs (a) through (i) already apply to Commercial Lots in the Rafter J Ranch Subdivision and shall continue to apply to any Commercial Lot irrespective of use.

Section 4. APPLICATION OF RESIDENTIAL PROVISIONS OF ARTICLE VII “LAND CLASSIFICATIONS. USE AND RESTRICTIVE COVENANTS”, SECTION 3 TO COMMERCIAL LOTS. The provisions of ARTICLE VII “LAND CLASSIFICATIONS. USE AND RESTRICTIVE COVENANTS” Section 3 entitled “RESIDENTIAL AND MULTIPLE DWELLING AREA: USES: RESTRICTIONS” shall apply to all Commercial Lots

ARTICLE XII - ENFORCEMENT, DURATION, AND AMENDMENT Section 4. ANNEXATION is deleted in its entirety and replaced with the following:

“Section 4. ANNEXATION. Additional residential property and common area may be annexed to the properties in accordance with the provisions of Section 2(b) of Article X or with the consent of one-half (1/2) of the membership.”

EXHIBITS “A” “B” AND “C” to the Covenants are deleted in their entirety and replaced with new Exhibits “A” “B” and “C” attached to this Amendment.

[END OF AMENDMENTS]

WHEREFORE All of the foregoing amendments were approved in writing by the owners of not less than sixty five percent (65%) of all the lots in the Rafter J Ranch Subdivision. The original signatures of those lot owners who approved this amendment are on file at the business office of the Rafter J Ranch Homeowners Association.

Rafter J Ranch Homeowners Association, Inc.,

a Wyoming non-profit corporation

By: _____
Tracy Baiotto, its president

STATE OF WYOMING)
)
COUNTY OF TETON)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 2025 by Tracy Baiotto as President of Rafter J Ranch Homeowner's Association, Inc.

WITNESS my hand and official seal.

[Seal]

Notary Public
My commission expires: _____

EXHIBIT "A"

COMMON AREA

Parcel: 22-40-16-18-1-21-001

Parcel: 22-40-16-17-2-00-002

EXHIBIT “B”

FUTURE DEVELOPABLE PROPERTY

DELETED BECAUSE NO SUCH DESIGNATED LAND EXISTS AS OF THE DATE OF
THIS AMENDMENT.

EXHIBIT “C”
LAND CLASSIFICATIONS

The lots within the Rafter J Ranch Subdivision have been classified in accordance with Article VIII, Section 1, as follows:

<u>CLASSIFICATION</u>	<u>LOT NUMBER(S)</u>
Residential	1 through 324
Multiple Dwelling	325 through 329
Commercial Area	Lots 333, 336 and 337
Miscellaneous:	
Church Use	Lots 330A and 330B
Public Facility Use	Lot 331
Currently an Undetermined Use	Lot 332
Rafter-J Lot Owners Storage Use	Lot 335
Professional Offices	Tract 2A
Rafter J HOA Administrative Office	Parcel: 22-40-16-08-3-02-005 at 2951 Big Trail Drive
Common Area / Open Space	Parcel: 22-40-16-18-1-21-001 Parcel: 22-40-16-17-2-00-002