

**RECORDING REQUESTED BY, AND  
WHEN RECORDED, MAIL TO:**

Garland & Potter, LLC  
PO Box 4310  
Jackson, Wyoming 83001  
Attn: Amy Potter

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**FIRST AMENDMENT TO  
FIRST DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND MAINTENANCE AND ARCHITECTURAL CONTROL FOR  
TETON SADDLEBACK VISTAS  
(CORRECTION TO INSTRUMENT # 173855)**

This FIRST AMENDMENT TO FIRST DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND MAINTENANCE AND ARCHITECTURAL CONTROL FOR TETON SADDLEBACK VISTAS (CORRECTION TO INSTRUMENT # 173855) ("Amendment") is made as of December 11, 2015 by the lot owners in Teton Saddleback Vistas ("Teton Saddleback Vistas") with reference to the following facts as follows:

**RECITALS**

A. There has been established and recorded the First Declaration of Covenants, Conditions, Restrictions and Maintenance and Architectural Control for Teton Saddleback Vistas (Correction to Instrument # 173855) (the "CCRs"), recorded with the Teton County Clerk and Recorder as Instrument # 174673 on February 8, 2006.

B. The lot owners in Teton Saddleback Vistas are desirous of amending certain sections of the CCRs pursuant to the amendment procedures and provisions contained and set forth in the CCRs.

C. Section 11.03 of the Declaration provides that "This Declaration shall be amended only upon the written approval of ninety percent (90%) of the Owners." Section 6.04(b) of the Declaration provides that "Voting rights attributable to ownership of Lots shall not vest until Assessments against those Lots by the Association has commenced."

D. There are 58 dues-paying lots in Teton Saddleback Vistas. The owners of at least 53 of those lots have approved this Amendment, as set forth below.

NOW, THEREFORE, the CCRs are hereby amended as follows:

1. The following is added to the end of Recital A:

Block 1, lots 1&8 and block 2 lot 1 were never rezoned and are subject to all conditions of the CCRs.

2. New Section 1.025 is added between Sections 1.02 and 1.03 as follows:

Section 1.025. "Arena Lot" means Lot 1, Block 2 According to the Plat of Teton Saddleback Vistas Phase I, recorded January 4, 2006, Instrument Number 173852, Records, Teton County, Idaho.

3. The first clause of Section 1.06 is amended and restated in its entirety as follows:

"Common Expenses" means and refers to the common expenses of the Association, as reflected in the Association's annual budget, required to properly perform all duties permitted by law, including but not limited to:

4. The following is added to the end of Section 1.07:

(viii) the Arena Lot; (ix) the Open Space.

5. The following is added to the end of Section 1.10:

, also referred to herein as the "CCRs."

6. The following is added to the end of Section 1.13:

Block 1, lots 1&8 and block 2 lot 1 were never rezoned and are subject to all conditions of the CCRs.

7. The following is added to the end of Section 1.14:

and all amendments thereto. It is noted that the Declarant may have made changes to Teton Saddleback Vistas that are not reflected on the Map and the Map may not be accurate.

8. New Section 1.155 is added between Sections 1.15 and 1.16 as follows:

Section 1.155. "Open Space" means Open Area 1 According to the Plat of Teton Saddleback Vistas Phase I, recorded January 4, 2006, Instrument Number 173852, Records, Teton County, Idaho and Open Areas 5 and 6 According to the Plat of Teton Saddleback Vistas Phase II, Recorded May 1, 2007, Instrument 187154, Records, Teton County, Idaho.

9. The last line of Section 2.02(b) is amended and restated in its entirety as follows:

Any lots that have a canal, canal crossing, and canal culvert shall cooperate with the Canal purveyor so as to permit the Canal Purveyor to exercise all of the Canal Purveyor's rights with respect to such canal.

10. The following is added to the end of Section 3.01:

Block 1, lots 1&8 and block 2 lot 1 were never rezoned and are subject to all conditions of the CCRs.

11. The following is added to the end of the first paragraph of Article IV:

Block 1, lots 1&8 and block 2 lot 1 were never rezoned and are subject to all conditions of the CCRs.

12. The twelfth line in Section 4.01(e) is amended and restated in its entirety as follows:

... exceed five thousand dollars (\$5,000) in lieu thereof, in order to ensure the Owner's timely ...

13. The last three sentences of Section 4.02(a) are amended and restated in their entirety as follows:

A mixture of custom materials and finishes shall be used on the exterior. No pre-fabricated homes shall be allowed to be built other than those of natural log "Log Custom Home" and those shall have a minimum log diameter of 8 inches. Exterior design in each case shall be compatible with the overall scheme and design of Teton Saddleback Vistas. All barn structures shall be harmonious in nature to the main structure and the overall scheme and design of Teton Saddleback Vistas and shall not be pre-fabricated.

14. The following is added to the end of Section 5.06:

Teton Saddleback Vistas has established the following "quiet hours" to promote a quiet, residential environment: 10:00pm to 8:00am Sunday through Thursday and 11:00pm to 9:00am Friday and Saturday.

15. The last line in Section 6.02 is amended and restated in its entirety as follows:

Pursuant to Article II, Section 9 of the Bylaws, the quorum for valid action by the Owners either at a meeting or for a vote that is conducted by written ballot shall be a majority of the Owners.

16. The first clause of the first line of Section 6.07(a) is amended and restated in its entirety as follows:

The purposes of the Association are all purposes permitted by law, including but not limited to purchasing, acquiring, owning and improving real property, and:

17. Section 7.03(b) is amended and restated in its entirety as follows:

(i) Unless approved by the Members in accordance with Section 7.07(a) below, the Association shall not levy Special Assessments in any fiscal year which are in excess of five percent (5%) to one hundred percent (100%) of the Association's budgeted gross expenses for that year. (ii) Unless approved by the Members in accordance with Section 7.07(b) below, the Association shall not levy Special Assessments in any fiscal year which are in excess of one hundred percent (100%) to two hundred percent (200%) of the Association's budgeted gross expenses for that year. (iii) Unless approved by the Members in accordance with Section 7.07(c) below, the Association shall not levy Special Assessments in any fiscal year which are in excess of two hundred percent (200%) of the Association's budgeted gross expenses for that year. The foregoing Member approval requirements shall not apply, however, to any Special Assessment imposed to address any "emergency situation" as defined in Section 7.04 below.

18. The following is added to the end of Section 7.06(c):

Block 1, lots 1&8 and block 2 lot 1 were never rezoned and are subject to all conditions of the CCRs. The Arena Lot and Open Space if owned by the Association are exempt from assessments.

19. Section 7.07 is amended and restated as Sections 7.07(a), 7.07(b) and 7.07(c) in its entirety as follows:

Section 7.07(a). Notice and Procedure for Member Approval Pursuant to Section 7.03(b)(i). In the event that Member Approval is required in connection with any Special Assessment pursuant to Section 7.03(b)(i), the affirmative vote required to approve the increase shall be a majority of Members. The solicitation materials accompanying any ballot to approve Assessments requiring Member approval shall be distributed to all Owners at least ten (10) days prior to the scheduled date of the meeting and shall describe in reasonable detail the purposes for which the Assessment is being proposed, the total amount of the Assessment, and each Owner's allocable share thereof, and the terms of payment if the Assessment is approved (i.e., lump sum or installment payments).

Section 7.07(b). Notice and Procedure for Member Approval Pursuant to Section 7.03(b)(ii). In the event that Member Approval is required in connection with any Special Assessment pursuant to Section 7.03(b)(ii), the affirmative vote required to approve the increase shall be two thirds (2/3) of Members. The solicitation materials accompanying any ballot to approve Assessments requiring Member approval shall be distributed to all Owners at least ten (10) days prior to the scheduled date of the meeting and shall describe in reasonable detail the purposes for which the Assessment is being proposed, the total amount of the Assessment, and each Owner's allocable share thereof, and the terms of payment if the Assessment is approved (i.e., lump sum or installment payments).

Section 7.07(c). Notice and Procedure for Member Approval Pursuant to Section 7.03(b)(iii). In the event that Member Approval is required in connection with any Special Assessment pursuant to Section 7.03(b)(iii), the affirmative vote required to approve the increase shall be seventy five percent (75%) of Members. The solicitation materials accompanying any ballot to approve Assessments requiring Member approval shall be distributed to all Owners at least ten (10) days prior to the scheduled date of the meeting and shall describe in reasonable detail the purposes for which the Assessment is being proposed, the total amount of the Assessment, and each Owner's allocable share thereof, and the terms of payment if the Assessment is approved (i.e., lump sum or installment payments).

20. In the eighth line of Section 7.08(b)(i), the word "California" shall be changed to "Idaho."

21. The following phrases shall be deleted from the fourth through sixth lines of Section 7.08(b)(ii): "(Code of Civil Procedure §725(a), et seq.)," "in accordance with Civil Code §1367(e)," and "or in Section 726(a) of the Code of Civil Procedure."

22. Section 10.04(a) is amended and restated in its entirety as follows:

The Association shall have all rights permitted by law, including but not limited to the right to enforce the obligation of Owners to pay assessments pursuant to Article VII, above, and to enforce the provisions of Article III (architectural review and approval), Article IV (minimum construction standards) and Article V (Uses Prohibited and Permitted). The decision of whether it is appropriate or necessary for the Association to take enforcement or disciplinary action in any particular instance is one which shall be made in the sole discretion of the Association's Board.

23. Section 11.02 is amended and restated in its entirety as follows:

Notices provided for in this Declaration and the Guidelines shall be in writing and shall be deemed sufficiently given when delivered personally, emailed or deposited in the United States Mail, postage prepaid, addressed to an Owner at the last address such Owner designates to the Association for notices, or in the event of no such designation, at such Owner's last known address, or if there be none, at the address of the Owner's Lot. Notices to the Association shall be addressed to the address designated by the Association by written notice to all Owners.

24. The first line of Section 11.03 is amended and restated in its entirety as follows:

This Declaration shall be amended only upon the written approval of two thirds (2/3) of the Owners entitled to vote.

The last line of Section 11.03 is amended and restated in its entirety as follows:

At the time of circulation of any petition or ballot to approve an amendment to this Declaration each owner shall receive a complete copy of the text of the proposed amendment,



This Declaration shall be amended only upon the written approval of two thirds (2/3) of the Owners entitled to vote.

The last line of Section 11.03 is amended and restated in its entirety as follows:

At the time of circulation of any petition or ballot to approve an amendment to this Declaration each owner shall receive a complete copy of the text of the proposed amendment, together with a brief explanation of the purpose or objective of the amendment if such purpose or objective is not readily apparent from the text of the proposal.

25. The following is added to the end of Section 11.06:

Block 1, lots 1&8 and block 2 lot 1 were never rezoned and are subject to all conditions of the CCRs.

26. Except as expressly provided in this Amendment, the CCRs shall continue in full force and effect, unmodified hereby.

IN WITNESS WHEREOF, The President and Secretary of the Teton Saddleback Vistas Homeowners' Association hereby certify that this Amendment has been approved by 90% of Teton Saddleback Vistas Owners as required by Section 11.03 of the CCRs.

President, Teton Saddleback Vistas  
Homeowners Association

Secretary, Teton Saddleback Vistas  
Homeowners Association

Patricia M. Wuthrich

STATE OF Florida )

)

COUNTY OF Collier )

This instrument was acknowledged before me on the 3 day of 12, 2015 by  
Lois Lovett

WITNESS my hand and official seal.



Notary Public

Name: Lois A. Lovett