

**Instrument # 279033**

TETON COUNTY, IDAHO  
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KIM KEELEY Fee: \$22.00  
Ex-Officio Recorder Deputy, Kim Keeley  
Index to: DECLARATION OF COVENANTS

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
IRON WOOD, TETON COUNTY IDAHO**

This THIRD AMENDMENT is made as of the 21st day of November 2022, by Ironwood 2021, LLC, an Idaho limited liability company (the "New Declarant") under a Declarant Assignment (allowable under Section 6 of the CC&R's), which was dated 1<sup>st</sup> day of October 2021, and conveying all rights, title, and interest from Declarant IRONWOOD LAND, L.L.C., a Utah Limited liability company to Ironwood 2021, LLC.

**RECITALS**

- A. A Declaration of Covenants, Conditions and Restrictions for Iron Wood, Teton County, Idaho was recorded March 6, 2007, as Instrument No. 185576 with the Recorder of Teton County, Idaho (the "Original Declaration").
- B. An amendment to the Declaration was recorded on June 26, 2007, as Instrument No. 188967 with the Recorder of Teton County, Idaho, known as "Amendment 1".
- C. A second amendment known as "Amendment 2 and Supplemental Declaration" was recorded on March 11, 2008, as Instrument No. 196034 with the Recorder of Teton County, Idaho.
- D. Article XV of the Declaration permits the Declaration to be amended by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying that such amendment has been approved by the vote or written consent of owners who own at least two-thirds (2/3) of the Lots and such amendment shall be effective upon its recordation with the Teton County, Idaho Recorder.
- E. In accordance with the requirements thereof, more than 2/3 of the owners have consented and do hereby amend the Declaration as set forth in this "Third Amendment".

NOW, THEREFORE, the Declaration, as amended, shall hereby be modified as set forth below, and all other covenants, codes, restrictions, sections, and articles to remain in place.

- 1. **Section 5 of Article VI** of the Declaration as stated on pages 11-12 of the "Original Declaration" and as stated on pages 4-5 in "Amendment 1" is modified and amended in its entirety to provide as follows:

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,  
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- 1. **Section 5 of Article VI** of the Declaration as stated on pages 11-12 of the "Original Declaration" and as stated on pages 4-5 in "Amendment 1" is modified and amended in its entirety to provide as follows:

**Section 5. Use as Residences Only.** Except as provided below, the Lots may only be occupied and used for residential purposes, and for such incidental purposes as may be approved by the Management Committee. Each Lot shall be occupied in a manner consistent with all Association rules and regulations. Provided, however, notwithstanding anything in such rules and regulations to the contrary, Owners may rent the residences on the Lots to third parties and the usage of the residences by such third party tenants shall be considered as occupancy and used for residential purposes, and such usage by tenants under rental agreements with Owners for a minimum rental term of three (3) months shall not be deemed a violation of the covenants, conditions and restrictions set forth herein, or any rules and regulations of the Association. Rentals of the Lots for a term of three months or less ~~is not allowed~~ shall be permitted subject to the nightly rental standards listed below:

1. A Nightly Rental Registration must be submitted to, and approved by the Management Committee annually, with an accompanying fee of \$500/annually to be paid to property manager for their time to review the registration, and oversee the rules below are being met.. The registration must include the following:
  - a. Proof of a business registration and/or permit from Teton County (only if required by Teton County) for the operation of a nightly rental.
  - b. The name of the rental property's contact person or manager, email address and phone number.
  - c. A check payable to Passaro Leasing, LLC in the amount of \$500.00 per lot owner annually.
2. All parking for guests, visitors and tenants of the nightly rental shall be provided for on an improved parking surface (concrete driveway, and / or garage).
3. Nightly rentals of temporary structures, RV's, camper trailers, or outdoor camping are not permitted on a vacant lot or improved Lot. However, the builder may use a lot to house workers in a camper or RV while they are under construction of a Lot as long as the builder has received written permission from the management committee.
4. Nightly rentals shall contain no more than four (4) people per bedroom. Total maximum occupancy of the nightly rental shall be based on the number of bedrooms time four (4).
5. No special events in conjunction with a nightly rental shall be held that include additional guests beyond those registered guests staying at the nightly rental.
6. Guests shall observe quiet hours between the hours of 10 p.m. and 8 a.m.
7. All trash must be stored in trash receptacles. No trash in plastic bags may be placed outside of a trash receptacle.
8. No guests shall be permitted to have pets, such as dogs, or other animals, stay with them on site at the nightly rental.
9. A copy of these standards shall be provided to all guests and tenants of properties used as a nightly rental.

Any violation of these nightly rental standards and procedures may result in a revocation of a Nightly Rental Registration by the Management Committee.

No structural improvements shall be constructed, placed or maintained on or under any Lot, except one (1) single family residence, garage facilities and related underground utilities, storage units, all in compliance with the design guidelines of the Management Committee.

No Lot shall be used for the conduct of any home occupation, trade, business or professional activity; provided, however, that a home occupation, or trade or professional activity may be carried on within a residence so long as all of the following conditions are satisfied:

- (i) the Lot is used primarily for single- family residential use;
- (ii) the Lot Owner first applies for, and obtains, any required approval, permit, conditional use permit, and/or any other approval or permit necessary from any applicable federal, state, county or local municipality or agency;
- (iii) the Lot Owner first applies in writing to, and obtains, the written approval of the Management Committee for such use; and
- (iv) that there exists no meaningful external evidence of any such trade, professional or administrative occupation carried on in the residence on any such Lot.

Once construction of a dwelling is commenced (building permit issued), the dwelling must be completed within ~~twelve (12)~~ twenty-four (24) months. The Owner shall be assessed by the Association which is payable to the Association in the amount of \$200.00 per month for each month beyond the initial ~~twelve~~ (12) twenty-four (24) months after construction of a dwelling is commenced (date the building permit was issued) that the dwelling is not completed.

Notwithstanding the foregoing, the Management Committee may, in its discretion, after request by an Owner, allow an Owner of a Lot to place additional detached structures upon the Lot that the Management Committee determines to be architecturally and aesthetically compatible with the dwelling on the Lot.

**Section 6 of Article I** of the Declaration set forth on page 2 of the Declaration, and Item 6 in the Amendment 1 dated June 15<sup>th</sup> 2007 and recorded June 26, 2007 shall be modified and amended in their entirety to provide as follows:

“Declarant” shall mean Ironwood 2021, LLC an Idaho limited liability company, and its successors and assigns.

**ARTICLE XV AMENDMENTS.** set forth on page 22 of the “Original Declaration” is modified and amended in its entirety to provide as follows:

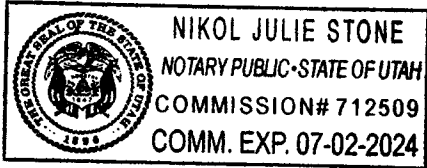
The provisions of this Declaration, other than this Article, may be amended by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying that such amendment has been approved by the vote or written consent of owners who own at least two-thirds (b) of the Lots and such an amendment shall be effective upon its recordation with the Teton County, Idaho, Recorder. Notwithstanding the foregoing, during the first ~~seven (7) years~~ twenty-five (25) years following the recordation of this Declaration, this Declaration may be modified, amended and changed by the Declarant without the need of necessity of the consent of the then-owners of the Property which is subject to this Declaration.

IN WITNESS WHEREOF, the Declarant and property owners have executed this Amendment to be effective as of the date of recording in the Teton County, Idaho Recorder’s Office.

**Declarant:**  
Ironwood 2021, LLC an Idaho limited liability company

*BBA*

By: Bird Homes, LLC its Manager by Brian Bird its Authorized Agent.



Iron Wood Homeowners Association:

*BBA*

By: Brian Bird its Declarant

STATE OF Utah )  
 )ss.  
County of Utah )

On the 14 day of December, 2022, before me the undersigned, a notary public in and for said State, personally appeared Brian Bird, known and identified to me to be the authorized agent in the limited liability company of Ironwood 2021, LLC, and the authorized agent who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such authorized agent executed the same in said limited liability company name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

*Nikol Julie Stone*

Notary Public for Utah  
Residing at Riverton  
My Commission expires: 7.2.24

(seal)

STATE OF \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

*see attached*

On the \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me the undersigned, a notary public in and for said State, personally appeared \_\_\_\_\_, known and identified to me to be the President of Ironwood Homeowners Association, who subscribed said name to the foregoing instrument, and acknowledged to me that such president executed the same in said Ironwood Homeowners Association name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

(seal)

STATE OF Utah )  
 )ss.  
County of Utah )

On the 14<sup>th</sup> day of December, 2022, before me the undersigned, a notary public in and for said State, personally appeared Brian Bird, known and identified to me to be the President of Ironwood Homeowners Association, who subscribed said name to the foregoing instrument, and acknowledged to me that such president executed the same in said Ironwood Homeowners Association name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

  
\_\_\_\_\_  
Notary Public for Utah  
Residing at Riverton  
My Commission expires: 7-2-24

(seal)

