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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

for

**PINE GLADES TOWNHOME PHASE ONE
ADDITION
TO THE
TOWN OF JACKSON**

GRANTOR: PINE GLADES DEVELOPMENT LLC
GRANTEE: THE PUBLIC
Doc 0868649 bk 878 pg 949-993 Filed At 09:34 ON 10/08/14
Sherry L. Daigle Teton County Clerk fees: 165.00
By Mary D Antrobus Deputy

Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Pine Glades Townhome Phase One Addition to the Town of Jackson

Pine Glades Development, LLC (hereinafter referred to as "Declarant") established that certain Declaration of Covenants, Conditions and Restrictions for Pine Glades Townhomes Phase One Addition to the Town of Jackson in the Office of the Clerk in Teton County, Wyoming in Book 750 of Photo, Pages 282 to 320, on February 9, 2010, which was subsequently amended and supplemented by that certain First Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Pine Glades Townhomes Phase One Addition to the Town of Jackson to include the Spruce Condominiums Addition to the Town of Jackson in the Office of the Clerk in Teton County, Wyoming in Book 756 of Photo, Pages 182 to 195, on May 10, 2010, and that certain Second Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Pine Glades Townhomes Phase One Addition to the Town of Jackson to include the Spruce Condominiums Addition to the Town of Jackson in the Office of the Clerk in Teton County, Wyoming in Book 760 of Photo, Pages 143 to 145A, on July 8, 2010, and that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for Pine Glades Townhomes Phase One Addition to the Town of Jackson in the Office of the Clerk in Teton County, Wyoming in Book 828 of Photo, Pages 174 to 181, on December 11, 2012 (collectively, the "Original Declaration"). In Section 11.1 of the Original Declaration, Declarant reserved the right to unilaterally amend and/or modify any of the provisions of the Original Declaration until the conveyance of 75% of the Properties to an Owner unaffiliated with Declarant. Pursuant to such reserved power, Declarant, on this 7th day of October, 2014, hereby unilaterally amends and restates the Original Declaration by deleting the Original Declaration in its entirety and substituting therefor the following:

This AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PINE GLADES TOWNHOME PHASE ONE ADDITION TO THE TOWN OF JACKSON (this "Declaration") is made this 7th day of October, 2014, by Pine Glades Development, LLC, a Wyoming limited liability company (the "Declarant").

PART ONE: INTRODUCTION TO THE COMMUNITY

Declarant, as the developer of the Pine Glades Townhome Phase One Addition to the Town of Jackson, has established this Declaration to provide a governance structure and a flexible system of standards and procedures for the overall development, administration, maintenance and preservation of the Pine Glades Townhome Phase One Addition to the Town of Jackson.

ARTICLE I – CREATION OF THE COMMUNITY

1.1 Purpose and Intent. The Declarant, as the developer of the real property known as the Pine Glades Phase One Addition to the Town of Jackson according to that certain final plat recorded in the Office of the Teton County Clerk on February 9, 2010 as Plat No. 1285, the Spruce Condominiums Addition to the Town of Jackson according to that certain final plat recorded in the Office of the Teton County Clerk on May 10, 2010 as Plat No. 1297 and the Spruce Townhomes Addition to the Town of Jackson according to that certain final plat recorded in the Office of the Teton County Clerk the same date hereof (collectively, the "Property" or "Properties"), intends by the recording of this Declaration to create a general plan of development for Properties. This Declaration provides for the overall development, administration, maintenance and preservation of the real property now or hereafter comprising the Properties and any additional property that is made a part of the Properties in the future by filing one or more Supplemental Declarations in the Public Records. An integral part of the development plan is the creation of the Pine

Glades Homeowners Association, an association comprised of all owners of the Properties and any additional property that is made a part of the Properties in the future by filing one or more Supplemental Declarations in the Public Records, to own, operate and/or maintain various common areas and community improvements and to administer and enforce this Declaration and the other Governing Documents referred to in this Declaration.

1.2 Binding Effect. All Properties and any additional property that is made a part of the Properties in the future by filing one or more Supplemental Declarations in the Public Records, shall be owned, conveyed and used subject to all of the provisions of this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all Persons having any right, title or interest in any portion of the Properties, their heirs, successors, successors-in-title, and assigns. This Declaration shall be enforceable in perpetuity by the Declarant, as long as Declarant owns any Residential Properties within the Properties, and/or the Board.

1.3 Governing Documents. The Governing Documents create a general plan of development for the Properties that may be supplemented as set forth herein. In the event of a conflict between or among the Governing Documents and any such additional covenants or restrictions, the more restrictive shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Properties from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. The Association may, but shall not be required to, enforce any such covenants, restrictions or other instruments. All provisions of the Governing Documents shall apply to all Owners as well as their respective family members, tenants, guests and invitees. If any provision of this Declaration is determined by judgment or court order to be invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications.

ARTICLE II – DEFINITIONS

The terms used in the Governing Documents shall generally be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms shall be defined as set forth below.

2.1 Architectural Review Committee or ARC. The Architectural Review Committee as defined in Section 4.2.

2.2 Association. The Pine Glades Homeowners Association, a Wyoming nonprofit corporation, its successors or assigns. The “Articles” shall refer to those Articles of Incorporation of the Association, as they may be amended from time to time. The “Bylaws” shall refer to those Bylaws adopted by the Association, as they may be amended from time to time.

2.3 Base Assessment. Assessments levied on all Residential Properties subject to assessment under Article VIII to fund Common Expenses, as determined in accordance with Section 8.1.

2.4 Board of Directors or Board. The body responsible to the Members for operations of the Association, selected as provided in the Bylaws and generally serving the same role as a board of directors under Wyoming corporate law. The Board of Directors may also be referred to as the “Board”.

2.5 Condominium Unit or Unit. “Condominium Unit” or “Unit” shall mean those certain individual air spaces as designated and delineated on the Condominium Plat. Each Condominium Unit shall consist of that part of the building as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and window frames, doors and door frames, and trim, and the interior surfaces of built-in fireplaces, if any, as shown and numbered on the Condominium Plat. Each Condominium Unit shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring

and any other materials constituting any part of its finished surfaces and the exterior surfaces so described. All other portions of the walls, floors or ceilings shall be a part of the Condominium General Common Elements. In addition, each Condominium Unit shall include the following: (a) all spaces, nonbearing interior partitions and all other fixtures and improvements within the boundaries of the Condominium Unit; (b) all outlets, lines and ducts of utility service lines, including but not limited to power, light, gas, hot and cold water, heating and waste disposal, within the boundaries of the Condominium Unit; and (c) all heating and hot water apparatus exclusively serving the Condominium Unit. The interior surfaces of a perimeter window or door means at the points at which such surfaces are located when such windows or doors are closed; the physical windows and doors themselves are part of the Condominium General Common Element as herein defined. This Declaration provides a means for ownership in fee simple of separate interests in the Condominium Unit together with an undivided fee simple interest in the Condominium Common Elements, as those terms are herein defined.

2.6 Condominium Common Elements. Shall mean an entire Condominium Project excepting the Condominium Units. Each Owner of a Condominium Unit shall own an undivided interest in the Condominium Common Elements as a tenant in common with all the other Owners of Condominium Units within its Condominium Project, and, except as otherwise limited in this Declaration, shall have the right to use the Condominium Common Elements for all purposes incident to the use and occupancy of his Condominium Unit which right shall be appurtenant to the Condominium Unit.

2.7 Condominium Plat. Shall mean the Final Plat of the Spruce Condominiums Addition to the Town of Jackson as recorded in the Office of the Teton County Clerk on May 10, 2010 as Plat No. 1297.

2.8 Condominium General Common Elements. Shall mean the entire Condominium Project excepting all Condominium Units and Condominium Limited Common Elements as shown on the Condominium Plat. Without limiting the generality of the foregoing, the Condominium General Common Elements shall include (i) all pipes, ducts, flues, chutes, conduits, wires and other utility installations to (but not at) the outlets; and (ii) such component parts of walls, floors, ceilings, and other structures and installations as are outside of the Condominium Unit boundaries as delineated or described on the Condominium Plat.

2.9 Condominium Declaration. Shall mean the condominium declaration provision set forth in Article XII of this Declaration applicable to the Condominium Units of this development.

2.10 Condominium Limited Common Elements. Condominium Limited Common Elements means those portions of the Condominium General Common Elements as described by Wyoming Statute § 34-20-103 for the exclusive use of one or more but fewer than all of the Condominium Units, and any limited common elements specifically allocated to Condominium Units as shown on the Condominium Plat, including but not limited to the Condominium Limited Common Elements-Parking, Condominium Limited Common Elements-Storage and Condominium Limited Common Elements- Decking.

2.11 Condominium Limited Common Elements – Decking. “Condominium Limited Common Elements – Decking” means those Condominium Limited Common Elements for the exclusive use of one or more Condominium Unit(s) for decking as designated by the Declarant herein and/or as designated on the Condominium Plat and/or in one or more separately recorded instruments. Condominium Limited Common Elements – Decking may also be referred to herein and on the Condominium Plat as “Limited Common Elements – Decking”, “LCE – Decking”, “LCE – D” or “Decking Limited Common Elements”.

2.12 Condominium Limited Common Elements – Storage. “Condominium Limited

Common Elements – Storage” means those Condominium Limited Common Elements for the exclusive use of one or more Condominium Unit(s) as storage as designated by the Declarant herein, on a Condominium Plat and/or in one or more separately recorded instruments. Condominium Limited Common Elements – Storage may also be referred to herein and on a Plat as “Limited Common Element – Storage”, “LCE – Storage”, “LCE – S” or “Storage Limited Common Elements”.

2.13 Condominium Project. The real property and all improvements set forth on the Condominium Plat.

2.14 Common Elements. “Common Elements” shall mean those areas designated as Common Area, General Common Elements, Common Elements and Limited Common Elements on the Plat, in the aggregate, or a portion thereof, and all other real and personal property, including easements for access and utilities, which the Association owns, leases or in which it otherwise holds, or acquires in the future, possessory or use rights for the common use and enjoyment of the Owners.

2.15 Common Expenses. The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of the Residential Properties, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.

2.16 Community-Wide Standard. The standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard shall be established initially by the Declarant and may be more specifically defined in the Master Rules and Regulations, and in Board resolutions.

2.17 Declarant. Pine Glades Development, LLC, a Wyoming limited liability company, and/or its successors or assigns.

2.18 General Common Elements. “General Common Elements” shall mean the Roadway and those other portions of the Common Elements not designated as Limited Common Elements herein and/or on the Plat. General Common Elements may be referred to herein and on the Final Plat as “General Common Element” or “GCE”.

2.19 Governing Documents. A collective term referring to this Declaration and any amendments thereto, any Supplemental Declaration(s), the Bylaws, the Articles and the Master Rules and Regulations, if any, and as they may be amended.

2.20 Limited Common Expense. A Common Expense that does not benefit all Lots, such as those expenses incurred with respect to the Limited Common Elements.

2.21 Limited Common Elements. “Limited Common Elements” means those portions of the Common Elements as designated on the Plat for the exclusive use of one or more but fewer than all of the Lots. Limited Common Elements may be referred to herein or on the Plat as “Limited Common Element” or “LCE”.

2.22 Limited Common Elements – Decking. “Limited Common Elements – Decking” means those Limited Common Elements for the exclusive use of one or more Lot(s) for decking as designated on the Plat and/or in one or more separately recorded instruments. Limited Common Elements – Decking may also be referred to herein and on the Plat as “Limited Common Element – Decking”, “LCE – Decking”, “LCE – D” or “Decking Limited Common Elements”.

2.23 Limited Common Elements – Driveway. “Limited Common Elements – Driveway” means those Limited Common Elements for the exclusive use of one or more Lot(s) for use as a driveway

as designated on the Plat and/or in one or more separately recorded instruments. Limited Common Elements – Driveway may also be referred to herein and on the Plat as “Limited Common Element – Driveway”, “LCE – Driveway”, “LCE – DR” or “Driveway Limited Common Elements”.

2.24 Limited Common Elements – Parking. “Limited Common Elements – Parking” means those Limited Common Elements for the exclusive use of one or more Lot(s) for parking as designated by the Declarant herein and/or as designated on the Plat and/or in one or more separately recorded instruments and upon which driveways or parking spaces as shown on the Plat. Limited Common Elements – Parking may also be referred to herein and on the Plat as “Limited Common Element – Parking”, “LCE – Parking”, “LCE – P” or “Parking Limited Common Elements”.

2.25 Lot. Shall be any Lot as shown on any Plat within the Properties, along with any other properties annexed into the Association pursuant to a Supplemental Declaration and defined as “Lots” in such Supplemental Declaration. Such Lots shall be referred to collectively as “Lots”.

2.26 Master Rules and Regulations. The Master Rules and Regulations are the Master Rules and Regulations adopted by the Board, if any, pursuant to Section 3.2 hereof.

2.27 Member. A Person subject to membership in the Association pursuant to Section 6.2.

2.28 Mortgage. A mortgage, a deed to secure debt, or any other form of security instrument affecting title to any Residential Property or all or any portion of the Properties. “Mortgagee” shall refer to a beneficiary of a deed of trust or holder of a Mortgage.

2.29 Neighborhood. “Neighborhood” shall mean a group of Residential Properties designated as a separate Neighborhood, pursuant to Section 6.4 hereof or otherwise, for purposes of sharing benefits or services from the Association which are not provided to all Residential Properties within the Properties. A Neighborhood may be comprised of more than one housing type and may include noncontiguous parcels of property.

2.30 Neighborhood Assessments. “Neighborhood Assessments” shall mean those assessments levied against the Properties in a particular Neighborhood(s) to fund Neighborhood Expenses, as described in Section 8.2.

2.31 Neighborhood Committee. “Neighborhood Committee” shall mean the committee of the Association charged with administering the affairs of a specific Neighborhood and advising the Association regarding such neighborhood.

2.32 Neighborhood Expenses. “Neighborhood Expenses” shall mean the actual and estimated expenses which the Association incurs or expects to incur for the benefit of Owners of Properties within a particular Neighborhood(s), which may include a reasonable reserve for capital repairs and replacements and a reasonable administrative charge, as may specifically be authorized pursuant to this Declaration or in the Supplemental Declaration(s) applicable to such Neighborhood(s).

2.33 Owner or Owners. One or more Persons who hold the record title to any Residential Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

2.34 Person. A natural person, a corporation, a partnership, a trustee, or any other legal entity.

2.35 Pine Glades Townhome Phase One Plat. Shall mean the Final Plat of the Pine Glades Townhomes Phase One Addition to the Town of Jackson as recorded in the Office of the Teton County Clerk on February 9, 2010 as Plat No. 1285.

2.36 Plat or Final Plat. Shall refer collectively to the Condominium Plat, the Pine Glades Townhomes Phase One Plat, the Spruce Townhomes Plat and/or any other Final Plat of the Pine Glades Townhomes Phase One Addition to the Town of Jackson as recorded in the Public Records.

2.37 Public Records. The official records of the Clerk of Teton County, Wyoming.

2.38 Residential Property or Residential Properties. Shall mean the real property collectively designated as a Unit and/or Lot within the Properties; provided, however, that any Lot and/or property designated as Common Elements shall not be included within the definition of "Residential Properties". "Residential Property" shall individually mean a Lot (except for a Lot and/or property designated as Common Elements) or a Condominium Unit.

2.39 Roadways or Roadway. The Roadways shall consist of those roadway and sidewalk easements located within the Common Elements as shown on any Plat and those roadway easements located on Lots A through E and Lots 1 through 14 as designated on the Pine Glades Townhomes Phase One Plat, including but not limited to the Three-Dimensional Access Easement Across Lots 1 through 14 and Lots A through E as shown and described on the Pine Glades Townhomes Phase One Plat.

2.40 Special Assessment. Assessments levied in accordance with Section 8.4.

2.41 Specific Assessment. Assessments levied in accordance with Section 8.5.

2.42 Spruce Townhomes Plat. Shall mean the Final Plat of the Spruce Townhomes Addition to the Town of Jackson as recorded in the Office of the Teton County Clerk the same date hereof.

2.43 Supplemental Declaration. An instrument filed in the Public Records pursuant to Article IX that imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

2.44 Townhome. Shall mean the residential structure located on any Lot. A "Townhome" may also be referred to herein as a "Townhouse" and such terms may be used interchangeably.

2.45 Visitor Parking Areas. Those parking areas located in the Common Elements that are designated as GCE-Visitor Parking and/or Visitor Parking Areas on any Plat or in this Declaration or any amendment or supplement thereto.

PART TWO: CREATION AND MAINTENANCE OF COMMUNITY STANDARDS

ARTICLE III – USE AND CONDUCT

3.1 Framework for Regulation. The Governing Documents establish, as part of the general plan of development for the Properties, a framework of affirmative and negative covenants, easements and restrictions which govern the Properties. However, within that framework, the Board and the Members must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends and technology that inevitably will affect the Properties, its Owners and residents. Toward that end, this Article establishes procedures for modifying and expanding the initial Master Rules and Regulations.

3.2 Rule Making Authority.

(a) The initial Master Rules and Regulations shall be adopted by the Board. Subject to the terms of this Article and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may modify, cancel, limit, create exceptions to, or expand the Master Rules and Regulations. The Board shall send notice by mail to all Owners concerning any such proposed action at least five (5) business days prior to the Board meeting at which time such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

Such action shall become effective after compliance with Section 3.2(c) below unless disapproved at a meeting of the Members by more than fifty percent (50%) of the total votes entitled to vote on the matter. The Board shall have no obligation to call a meeting of the Members to consider disapproval except upon receipt of a petition of the Members as required for special meetings in the Bylaws. Upon such petition of the Members prior to the effective date of any Board action under this Section 3.2(a), the proposed action shall not become effective until after such meeting is held, and then is subject to the outcome of such meeting.

(b) Alternatively, the Members, at an Association meeting duly called for such purpose, may adopt rules which modify, cancel, limit, create exceptions to, or expand the Master Rules and Regulations by a vote of more than fifty percent (50%) of the total votes entitled to vote on the matter pursuant to the Bylaws of the Association.

(c) At least thirty (30) days prior to the effective date of any action taken under subsections (a) or (b) of this Section, the Board shall send a copy of the new rule or explanation of any changes to the Master Rules and Regulations to each Owner specifying the effective date. The Association shall provide, at no additional charge, a copy of the Master Rules and Regulations then in effect to any requesting Member or Mortgagee.

3.3 Owners' Acknowledgment and Notice to Purchasers. All Owners are given notice that use of their Residential Property is limited by the Master Rules and Regulations as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a deed for their Residential Property, acknowledges and agrees that the use and enjoyment and marketability of his or her Residential Property can be affected by this Declaration and the other Governing Documents and that the Master Rules and Regulations may change from time to time. All purchasers are on notice that changes may have been adopted by the Association that are not recorded in the Public Records. Copies of the current Master Rules and Regulations or any other Governing Documents may be obtained from the Association, or if no Association has yet been formed, from the Declarant.

3.4 No Mining, Excavating or Drilling. The Properties shall not be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing geothermal resources, oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel, sand, top soil, or earth, except as is customary during construction of additional phases of the development. Nothing contained herein shall be construed to limit the rights of the owner of a mineral interest severed from the surface of any portion of the Properties prior to the recording of this Declaration and nothing herein shall prevent the Declarant or an Owner from moving dirt, gravel rocks and other soils necessary for the development and/or landscaping of their respective properties.

3.5 Protection of Owners and Others. No rule shall be adopted in violation of the following provisions, except as may be specifically set forth in this Declaration (either initially or by amendment):

(a) **Equal Treatment.** Similarly situated Owners shall be treated similarly by the Board and the Association.

(b) **Displays.** The rights of Owners to display religious and holiday signs, symbols, and decorations inside structures of the kinds normally displayed in dwellings located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions with respect to displays visible from outside the dwelling. Such restrictions may be contained in the Declaration and in the Master Rules and Regulations. No rules shall regulate the content of political signs; however, rules may regulate the time, place and manner of posting such signs (including design criteria).

(c) **Household Composition.** No rule shall interfere with the freedom of Owners to determine the composition of their households.

(d) **Activities Within Dwellings.** No rule shall interfere with the activities carried on within the confines of dwellings, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Residential Properties, as applicable, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance as reasonably determined by the Board.

(e) **Insurance Rates.** Nothing shall be done or kept on the Properties that would increase the rate of insurance or cause the cancellation of insurance on any Residential Property or any of the improvements located thereon or the Common Elements without prior written approval of the Board.

(f) **Allocation of Burdens and Benefits.** No rule shall alter the allocation of financial burdens among the various Residential Property, as applicable, to the detriment of any Owner over that Owner's objection expressed in writing to the Association. This provision does not affect the right to increase the amount of assessments as provided by Article VIII.

(g) **Abridging Existing Rights.** If any rule would otherwise require Owners to dispose of personal property which they maintained in or on a Residential Property prior to the effective date of such rule, or to vacate a Residential Property in which they resided prior to the effective date of such rule, and such property was maintained or such occupancy was in compliance with this Declaration and all rules previously in force, such rule shall not apply to any such Owners without their written consent.

(h) **Rights to Develop.** No rule or action by the Association or Board shall impede the Declarant's right to develop the Properties or any property annexed into the regime of the Properties as provided for herein.

The limitations in subsections (a) through (h) of this Section 3.5 shall only limit rulemaking authority exercised under Section 3.2; they shall not apply to amendments to this Declaration adopted in accordance with Article XI.

3.6 Domestic Animals. Each Condominium Unit shall only be entitled to a maximum of no more than one Household Pet. All other Residential Properties shall be entitled to a maximum of no more than a total of two Household Pets. The term Household Pet(s) means generally recognized Household Pets such as dogs, cats, birds, rodents, and non-poisonous reptiles. Household Pets may not be kept for any commercial purpose and may not cause an unreasonable amount of noise, odor, or do not

otherwise become a nuisance to other Owners. All Owners, occupants or guests with Household Pets shall keep the animals leashed, restrained or controlled at all times so they do not cause a nuisance to others and do not harass or endanger wildlife, other Household Pets or people. All Household Pets shall be fed indoors or, if fed outdoors shall be fed in a manner as not to become a wildlife attractor. "Nuisance" means any noisy animal, any vicious animal, any non-domestic household pet, or any animal which chews, tears, digs in or scratches, litters or soils, destroys, or in any other manner injures clothing, garbage containers, gardens, flower beds, lawns, trees, shrubbery, or any other property within the Properties. Excessive, continued, or untimely barking, molesting passersby, chasing vehicles, habitually attacking other animals, trespassing upon private property in such a manner as to damage property shall also be deemed a nuisance. "Noisy Animal" means any animal which habitually, constantly, or frequently disturbs the sleep, peace, or quiet of any person. The Board shall have, and is hereby given, the right and authority to determine in its sole discretion that Household Pets are being kept for commercial purposes, or are otherwise a Noisy Animal or a Nuisance, or that a Owner is otherwise in violation of this Section, and to take such action or actions as it deems reasonably necessary to remedy the violation. Without limiting the generality of the foregoing, the Association may require the owner or custodian of a dog that barks or howls excessively, or of a Household Pet with other offensive habits, to confine such animal indoors. Further, the Association may require an Owner, at its own expense, to remove a pet determined by the Association to be a Noisy Animal or a Nuisance pet and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the Residential Property and remove the Noisy Animal or Nuisance; it being understood that any such action shall not be deemed a trespass and that the Association may assess a penalty of \$500.00 per animal plus the costs of impoundment. On the third violation, the Association may assess a penalty of \$1000.00 per animal plus the costs of impoundment, the Noisy Animal or Nuisance shall be removed from the Properties and the Association has the right, in its sole discretion, to terminate the right of an Owner to keep Household Pets on the Properties. No Owner of any animal or animals impounded shall have the right to bring any action against the Association or any member thereof, for the impoundment of such animal(s).

No Household Pet shall be restrained by leash, cord, chain, rope, or other attachment fixed to any vehicle, post, tree, or other structure or object within the Properties thereby allowing such animal to become a nuisance or interfere with pedestrian or vehicular traffic in and around any public area within the Properties. Contractors, sub-contractors and any other person providing services to a Residential Property may not bring Household Pets onto the Properties.

The Owner of a Residential Property where a Household Pet is kept, as well as the legal owner of such pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the pet, and for any clean-up of driveways, walkways, Common Elements or Residential Properties necessitated by such Household Pet. All animals not considered to be a domestic Household Pet, including, but not limited to pigs, poultry, fowl, wild animals, cattle, sheep and goats, are prohibited from being maintained or cared for on the Properties or in a Residential Property thereof. Litters of puppies or kittens may remain on the Properties for no more than 90 days, after which time the limit of 2 Household Pets per Residential Property shall prevail.

Declarant hereby declares that there shall be a strict leash policy in place for Owners of Lots within the Spruce Townhomes Neighborhood, and their guests and invitees, within the Properties. Upon a second violation within the Properties during a calendar year of Section 3.6's rule against unleashed Household Pets by an Owner of a Lot within the Spruce Townhomes Neighborhood, and/or its guests and/or invitees, such Owner shall be subject to penalties which can be imposed at the sole discretion of the Board and/or the Declarant, including but not limited to fines and/or the permanent revocation and termination of such Owner's right to keep any Household Pets within the Properties. Evidence of any violation of Section 3.6 may be received in any form (photograph or otherwise) from any source (neighboring Owner(s) or otherwise). The Association and the Declarant hereby reserve the right to file a Supplemental Declaration to memorialize of record the permanent termination/revocation of the right of an Owner of any Lot within

the Spruce Townhomes Neighborhood to keep Household Pets within the Properties after the second violation of the rule against unleashed Household Pets during a calendar year by an Owner of a Lot within the Spruce Townhomes Neighborhood, and/or its guests and/or invitees.

3.7 Wildlife. In accordance with any Teton County Wildlife feeding ordinance, no elk, deer, moose, bear, or other big game animals shall be fed hay or any other food, manufactured or otherwise, within the Properties in order to prevent migrating animals from interrupting their migrations to winter range and to prevent such animals from becoming habituated to unnatural food sources. Similarly, no bird feeders or other means of feeding or attracting wildlife shall be permitted within the Properties. An Owner shall not and shall not permit guests and/or any pets to harass or chase wildlife anywhere on the Properties. **See also the restrictions set forth in Sections 3.6 with the intent of protecting wildlife.**

3.8 Vehicle Parking, Storage, Operation and Repair.

(a) **An Owner is only permitted to have the amount of Permitted Vehicles within the Properties that can be parked within such Owner's garage and designated LCE-Parking. PARKING IS STRICTLY PROHIBITED WITHIN THE ROADWAY AND GENERAL COMMON ELEMENTS EXCEPT FOR VISITOR PARKING AREAS.** "Permitted Vehicles" shall mean all passenger automobiles and one ton or smaller pick-up trucks. Only Permitted Vehicles may be parked outside of garages within the Properties.

(b) No boats, trailers, buses, motor homes, campers (on or off road supporting vehicles), snowmobiles, go carts, recreational vehicles, golf carts, industrial or commercial vehicles (both cabs or trailers), abandoned or inoperable vehicles (as defined below), or any other similar vehicles (collectively, the "Prohibited Vehicles") shall be parked or stored in or upon the LCE-Parking and Visitor Parking Areas, and no vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt on any LCE-Parking, Visitor Parking Areas or within any Roadways.

(c) Notwithstanding the foregoing, Prohibited Vehicles may be temporarily parked on LCE-Parking, Visitor Parking Areas or on the Roadways in the following circumstances: (i) for emergency purposes; or (ii) during construction of future phases of the Condominium Project, industrial or commercial vehicles and construction trailers may be permitted provided that such vehicles shall park within those Lots that are subject to such construction, shall only be permitted for the time required to accomplish such purpose and shall be in compliance with the Master Rules and Regulations in effect at the time of construction.

(d) The Board shall have full power and authority to regulate the parking and storage of Permitted Vehicles, and to regulate the use of the Roadways by imposing and enforcing speed limits and other restrictions. An "abandoned or inoperable vehicle" shall mean any motorized vehicle which does not display a current valid motor vehicle license and registration tag or which does not have an operable propulsion system within the vehicle. In the event that the Board shall determine that a vehicle is abandoned or inoperable, or is otherwise in violation of the provisions of this Section, a written notice of violation describing said vehicle shall be personally delivered to the vehicle owner (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner cannot be reasonably ascertained), and if the offending vehicle is not removed within twelve (12) hours thereafter, the Board shall have the right to remove and store the offending vehicle, or cause the vehicle to be removed and stored, at the sole expense of the Owner. Notwithstanding the foregoing, if an abandoned or inoperable vehicle is located within the Roadways or any entrance or exit thereto, the Board or its agent(s) shall have the right to immediately remove and store the offending vehicle or cause the vehicle to be removed and stored, at the sole expense of the Owner.

(e) Delivery vans, moving trucks, shuttle buses, taxis and similar delivery vehicles shall not be parked or stopped at any time or for any duration on the Roadways, including the portions of the Roadways located beneath the Townhomes.

(f) No parking is permitted in the LCE-Driveway areas located within the Spruce Townhomes Neighborhood.

(g) **Visitor Parking Areas shall be used for short term parking of the vehicles of guests and invitees of Owners and Owners shall be prohibited from using Visitor Parking Areas for any other use.** The Visitor Parking Areas may be further regulated by the Master Rules and Regulations.

3.9 Garbage Storage. Garbage set out for pick up shall be stored in approved wildlife-proof dumpsters or containers, shall not be set out in a manner that allows persons, vehicles, animals, or weather to scatter such garbage among the Properties and shall be maintained so as not to be visible from neighboring property. The collection and disposal of garbage and trash shall be in strict compliance with such rules as may be adopted by the Board, which may provide for common collection points.

3.10 Nuisance. No noxious or offensive activity shall be carried on upon the Properties or any Residential Property within the Properties, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners or occupants in their enjoyment of their Residential Properties, or in their enjoyment of the Common Elements. In determining whether there has been a violation of this paragraph, recognition must be given to the premise that Owners, by virtue of their interest and participation in the Properties, are entitled to the reasonable enjoyment of the natural benefits and surroundings of the Properties. Without limiting the foregoing, no horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Properties and improvements located thereon, shall be placed or used upon any Residential Property.

3.11 Signs. No signs whatsoever, including, but without limitation, commercial, political and similar, visible from neighboring property, shall be erected or maintained upon any Residential Property, except:

(a) Standardized residential identification signs of a combined total face area of one (1) square foot or less for each residence.

(b) During the time of construction of any Townhome or other improvement, job identification signs having a maximum face area of six (6) square feet per sign and of a type usually employed by contractors, subcontractors and tradesmen.

(c) Not more than one "for sale" or "for rent" sign having a maximum face area of three (3) square feet, provided that if at the time of any such desired use the Association is providing such "for sale" or "for rent" signs for the use of Owners, the sign provided by the Association shall be used.

(d) Those signs protected by law as set forth in Section 3.5.

3.12 Hunting; Fireworks. No hunting or discharge of firearms shall be permitted on any portion of the Properties. No discharge of firecrackers and other fireworks shall be permitted on any portion of the Properties; provided, however, the Board shall have no obligation to take action to prevent or stop such discharge.

3.13 Storage of Firewood; Exterior Fires. The cutting and the storage of firewood and flammable materials by an Owner is prohibited anywhere on the Properties. There shall be no exterior fires whatsoever except gas barbecue fires contained within gas barbecue receptacles but in no event may charcoal grills, outdoor chimneys (or chimineas) or fire pits be permitted on the Properties. Only LPG tanks connected to gas grills are allowed. The outdoor storage of all other combustibles and LP Gas containers not connected to gas grills will be prohibited. The burning of trash, organic matter, or miscellaneous debris shall be prohibited on the Properties.

3.14 Garages. Garage doors must be kept closed at all times when not immediately in use. Automatic garage door closers, which automatically close open garage doors after being opened for five (5) minutes, shall not be tampered with by an Owner or invitee of an Owner. The following items are prohibited from being stored within a garage on the Properties: paint, highly flammable materials and any item that attracts vermin or produces an odor.

3.15 Restrictions Regarding Exteriors. The following items are specifically prohibited from being attached to, stored and/or erected in any manner on the LCE-Decking, LCE-Driveway, LCE-Parking, the General Common Elements and/or the exterior of any building or Lot within the Properties: plastic flower/plant containers, sunshades, bicycles or any other recreational device (including kayaks, ski equipment or playground equipment), trash containers, decorative flags and/or banners, prayer flags, string lighting, screens, outside clothing lines or other outside clothes drying or airing facilities, children's toys and/or equipment or any similar items. For each violation of this Section 3.15, the Association may assess a penalty of \$200.00 per violation in addition to all other remedies set forth in Section 7.4.

3.16 Tree Removal. Native trees and timber shall not be removed from the Properties, except as may be deemed necessary by the Board for insect prevention or fire fuels mitigation. Any such permitted removal shall be performed by the Association in accordance with any applicable governmental rules and regulations. Any Owner that violates this Section 3.16 shall be liable to the Association, in addition to any other remedies available at law and in equity, for the following fines: (i) a fine for the cost of the purchase, installation and continued maintenance (for that time period commencing upon initial planting to that date that the replacement tree is deemed by the Association, in its sole discretion, to be able to survive) of a comparable size replacement tree, as determined in the absolute discretion of the Board; and (ii) an additional penalty fine of \$10,000.00. Items (i) and (ii) above shall be assessed as a Specific Assessment against such Residential Property owned by the Owner in violation of this Section 3.16.

ARTICLE IV – DESIGN GUIDELINES

4.1 General. It is the intent of this Declaration that during the construction of all improvements within the Properties that care be exercised to keep all disturbance of the natural landscape to an absolute minimum. No structure shall be placed, erected, or installed upon any Lot, and no improvements (including staking, clearing, excavation, grading and other site work, exterior alterations of existing improvements, and planting or removal of landscaping materials) shall take place except in compliance with this Article, the Town of Jackson Land Development Regulations and the Final Development Permit approved by the Town of Jackson for development of the Properties (the "Final Development Permit"). Any Owner may remodel, paint or redecorate the interior of a Residential Property without approval. All plans and specifications for each structure within the Properties shall be subject to review as provided herein. This Article shall not apply to the development activities of the Declarant in accordance with the Plat and this Declaration. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.

4.2 Architectural Review.

(a) **Architectural Review Committee.** Declarant shall appoint the three (3) original members of the ARC and all replacements as long as Declarant owns any of the Residential Properties within the Properties or any of the lands subject to annexation to this Declaration. Thereafter, all of the members of the ARC shall be appointed by the Board. The members of the ARC shall each serve a three (3) year term.

(b) **Fees; Assistance.** The ARC may establish and charge reasonable fees to reimburse the ARC for review of applications hereunder and may require such fees to be paid in full prior to review of any application pursuant to this Article. The ARC may employ architects, engineers, or other persons as deemed necessary to perform the review. The ARC shall include the reasonable compensation of such persons, if any, in the fee charged by the ARC to the applying Owner.

4.3 Guidelines and Procedures.

(a) **Design Guidelines.** This Article is intended to provide guidance to Owners, Builders and/or Architects regarding matters of particular concern to the ARC in considering applications hereunder. Approval pursuant to this Article shall be in the sole and absolute discretion of the ARC. The Declarant shall have sole and full authority to amend this Article as long as it owns any portion of the Properties, notwithstanding the reviewing authority of the ARC, unless Declarant delegates the power to amend to the ARC. Upon termination or delegation of the Declarant's right to amend, the ARC shall have the authority to amend this Article with the consent of the Board. Any amendments to this Article shall not require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to this Article, and such amendments may remove requirements previously imposed or otherwise make this Article less restrictive.

(b) **Procedures.** Prior to commencing any work within the scope of this Article ("Work"), an Owner shall submit to the ARC an application for approval of the proposed Work in such form as this Article or the ARC may specify, along with any fees required for review. Such application shall include plans and specifications in compliance with this Article showing square footage, building heights, site layout, grading, structural design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, and other features of proposed construction, as applicable ("Plans"). The ARC may require the submission of such additional information as may be reasonably necessary to consider any application. The Plans shall be in such form and shall contain such information as may be reasonably required pursuant to this Article. In reviewing each submission, the ARC may consider any factors it deems relevant, including without limitation, harmony of external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

The ARC shall, within thirty (30) days after receipt of a completed application and all required information, respond in writing to the applicant at the address specified in the application. The response may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The ARC may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections. If the ARC fails to respond in writing within thirty (30) days of submission, approval shall be deemed to have been given, with the exception of any development proposed that is not in compliance with the Final Development Permit, which will be deemed automatically disapproved and denied. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with this Article unless a variance has been granted pursuant to Section 4.5. Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the U.S. Postal Service. Personal delivery of such

written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

Until expiration of the Declarant's rights under Article IX, the ARC shall notify the Declarant in writing within three (3) business days after the ARC has approved any applications relating to proposed Work within the scope of matters delegated to the ARC by the Declarant. The notice shall be accompanied by a copy of the application and any additional information which the Declarant may require. The Declarant shall have ten (10) days after receipt of such notice to veto any such actions, in its sole discretion, by written notice to the ARC and the applicant.

(c) **Obligation to Complete Construction.** If construction does not commence within two (2) years after the date of approval of Plans, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to reapply for approval before commencing the proposed Work. Once construction has commenced (which commencement shall be measured from the breaking of ground on the Lot), it must be completed within twenty-four (24) months from the date construction commenced unless otherwise specified in the notice of approval or unless the ARC grants an extension in writing. The ARC shall not be obligated to grant any extension but shall not unreasonably withhold such extension if construction of the improvement(s) is diligently pursued. Completion of improvements shall mean that a certificate of occupancy has been issued by the local governing body empowered to do so and that they are in a condition suitable for immediate occupancy by the Owner or its occupant. In the event construction is not complete within the time provided for herein, including any extensions approved by the ARC, the Owner shall be subject to a late completion penalty of One Hundred Dollars (\$100.00) per day until construction is complete. Such penalty shall be assessed to such violating Owner as a Specific Assessment.

4.4 No Waiver of Future Approvals. Each Owner acknowledges that the persons reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of this Article, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the ARC may refuse to approve similar proposals in the future. Approval of applications or Plans for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, Plans, or other matters subsequently or additionally submitted for approval.

4.5 Variances from ARC Guidelines. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless approved in writing by the ARC; (b) be contrary to this Declaration; or (c) estop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

4.6 Limitation of Liability. The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Properties but shall not create any duty to any Person. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and the ARC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements or compliance with plans and specifications, nor for ensuring that all dwellings are of comparable quality, value or size or of similar design. Neither the Declarant, the Association, the Board, any committee, nor member of any of the foregoing shall be held

liable for soil conditions, drainage or other general site work, or for any defects in plans revised or approved hereunder, or for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Residential Property. In all matters, the ARC and all persons comprising the ARC shall be defended and indemnified by the Association as provided in Section 7.6.

4.7 Certificate of Compliance. Any Owner may request that the ARC issue a certificate of architectural compliance certifying that there are no known violations of this Article. The Association shall either grant or deny such request within thirty (30) days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificate. Issuance of such a certificate shall estop the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

4.8 Standard of Construction. All improvements to the Properties made by the Declarant have been or will be constructed in accordance with all applicable city, county, state and federal building codes. Declarant does not warrant that its improvements to the Properties exceed, in any manner, the minimum building standards required by applicable county, state and federal laws.

4.9 Enforcement. Any structure, improvement or landscaping placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Declarant, the ARC or the Board, Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming Work. Should an Owner fail to remove and restore as required, the Declarant, the Association or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with interest at the maximum rate then allowed by law, may be assessed against the benefited Residential Property and collected as a Specific Assessment. All approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved Work and all Work previously approved with respect to the same Residential Property, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved Work, the Declarant or the Association shall be authorized, after notice to the Owner of the Residential Property and an opportunity to be heard in accordance with the Bylaws, to enter upon the Residential Property and remove or complete any incomplete Work and to assess all costs incurred against the Residential Property and the Owner thereof as a Specific Assessment. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article may be excluded from the Properties, subject to the notice and hearing procedures contained in the Bylaws. In such event, neither the Declarant, the Association its officers, or directors shall be held liable to any Person for exercising the rights granted by this Section. In addition to the foregoing, the Association and the Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ARC.

4.10 Development and Use Restrictions. All development of the Properties shall conform to the following requirements:

(a) **Town of Jackson Land Use Regulations.** Conformity with the Final Development Permit and with any and all applicable land use regulations of the Town of Jackson shall be required, in addition to the requirements of this Declaration.

(b) **Authorized Use.** Only residential use shall be permitted in each Residential Property, together with the keeping of Household Pets subject to the limitations set forth herein and in the Town of Jackson LDRs.

(c) **Building Design.**

(1) All improvements shall be constructed in accordance with the Final Development Permit for the Pine Glades Planned Unit Development.

(2) The maximum building height of any building or improvement shall not exceed those heights approved by the Town of Jackson as part of the Final Development Permit for the Pine Glades Planned Unit Development.

(3) Except for the conversion of units on Lot G, all improvements shall be of new construction.

(4) Exterior colors and finishes shall be subdued. Color samples on pieces of all exterior materials and roofing materials shall be submitted to the ARC for approval. All buildings initially will have similar (consistent) materials and finishes, the selection of which will be controlled by the Declarant.

(5) Exterior materials shall be new material except for architectural detailing which may utilize used materials. Under no circumstance shall an exposed portion of any exterior wall or roof of any building be of plastic, exposed cinder, or other lightweight aggregate block, or plywood.

(6) Roofs shall be of asphalt or fiberglass shingles and forest green color.

(7) Concrete foundations shall not have an exposed surface visible from any other Residential Property which exceeds a height of 8" above finished grade, unless approved by the ARC. Stone or wood veneers are an acceptable option for covering exposed concrete.

(8) Lighting fixtures shall not cause a nuisance to any adjacent Residential Property. Exterior lighting fixtures shall be downcast ninety (90) degree cut off fixtures. Lights that are cast upwards toward walls or trees shall not be allowed on any site. All interior lights shall be designed to avoid emission of glare or unreasonable brightness from any window, door or other opening in the building. Exterior lighting, except downcast walkway and driveway lighting not more than three (3) feet above ground, shall not be used for extended period, shall not be left on overnight, and shall not be used unless the site is occupied.

(9) No fencing shall be permitted except for privacy fencing in between the LCE-Decking in those areas designated by Declarant by Supplemental Declaration or within the Master Rules and Regulations and provided that all privacy fencing is approved by the ARC prior to its installation and is in conformance with the fence specifications designated by Supplemental Declaration or by the Master Rules and Regulations.

(10) Each Townhome shall include a garage with a minimum of two (2) indoor parking spaces.

4.11 Utilities. Electrical, gas, and telephone utility lines will be installed underground. Above ground utility installations are prohibited except for appurtenances necessary to access, operate and maintain the underground utilities. In any case in which utilities or appurtenances to such utilities are installed above ground, the ARC shall determine what design and/or landscaping measures shall be taken to mitigate the visual impact of such above ground utilities or appurtenances on the Properties. The Town of Jackson shall own and maintain the following: (i) the water main (10" pipe within the utility tunnel), the fire hydrants and associated 6" fire hydrant supply lines; and (ii) the sewer main (8" pipe within utility tunnel), manholes, manhole lids, sewer main cleanouts and associated concrete collars. All other water and sewer infrastructure within the Properties shall be owned and maintained by the Association.

4.12 Temporary Structures Prohibited; Awnings. Temporary structures, such as trailers, tepees, yurts, tents, tree houses, shacks or other similar buildings are prohibited on the Properties; provided, however, that the provisions of this Section shall not apply to temporary construction shelters maintained during, and used exclusively in connection with, the construction of any work or improvements permitted

by this Declaration and provided that no person shall reside in or live in such temporary construction shelters or facilities unless application is made therefore and approved by the ARC. No awnings shall be erected, placed or attached to any Townhome or building within the Properties without the prior written consent of the ARC.

4.13 Satellite Dishes. Only one satellite dish per building shall be permitted. Each satellite dish must be visually shielded from adjacent Residential Properties with size, location and shielding approved by the ARC before such satellite dish is installed.

4.14 Noxious Weeds and Exotic Plant Species. Sources of all sod, seed and landscaping materials shall not contain noxious weeds or exotic species disfavored by the Teton County Weed and Pest Department. The Association shall adopt and enforce a program in cooperation with the Teton County Weed and Pest Department to eradicate noxious weeds present or occurring on the Properties.

4.15 Townhome Party Walls.

(a) **Easement.** A mutual easement is hereby established, declared and granted for each common wall constructed between Townhomes and those other improvements constructed on each Lot for mutual support of such common walls. Each such common wall is hereby declared to be a party wall, and the Owners of adjacent Townhomes shall have the right to use it jointly. The Owner of a Townhome shall have an easement on that part of the foundation, stem-walls, supporting wall structure and roofing of the improvements of such Owner as are situated adjacent to the common boundary between such Owner and the contiguous Townhome Owner for the purpose of structural support, repair and maintenance of the same, and including reasonable access through the other Owner's Townhome for the repair, restoration, restoration or replacement of such building components constituting the party wall and situated on said common boundary. No Townhome Owner shall construct, or permit or allow the construction or continuation of, any openings in the party wall of any nature whatsoever without the consent of the adjacent Townhome Owner, except only as permitted for repair, maintenance, restoration or replacement of improvements as herein provided.

(b) **Maintenance.** Repair, restoration and replacement of any part of party wall improvements of a Townhome caused by the willful act or negligence of the adjoining Townhome Owner or its guests, agents, invitees or licensees, shall be the responsibility of and performed by such other Townhome Owner at its sole cost and expense. Repair and maintenance of party wall coverings (including sheetrock, paneling, fireboard and the like) due to ordinary wear and tear or damage or destruction by Acts of God or the elements, shall be the responsibility of the Townhome Owner where such wall coverings are situated, at such Owner's cost. Repair, maintenance, replacement and restoration of all other parts and components of party wall improvements, including concrete, structural framing, roof material and insulation, shall, unless caused by the willful act or negligence of one Townhome Owner or his guests, agents, invitees or licensees, be performed by the Association and shall be assessed as a Specific Assessment allocated equally among Owners of affected Lots. The Association is hereby licensed by each Townhome Owner to enter upon such Townhome Owner's premises during reasonable hours and after reasonable notice to make necessary or proper repairs, maintenance, restoration or replacement of party wall improvements.

4.16 Stormwater System; Utility Tunnel and Roadways. The stormwater system, the utility tunnel and Roadways shall be private and shall be maintained by the Association as provided for in Article VII of this Declaration.

ARTICLE V – MAINTENANCE AND REPAIR BY OWNERS

5.1 Maintenance by Owners. Each Owner shall remove all snow, leaves and debris from the porches, patios and balconies located within each Owner's Residential Property. If any Owner fails to maintain, repair and/or replace the items that it is obligated to maintain, repair and replace, the Declarant and/or the Association shall be authorized, after providing notice to the Owner of such failure and an opportunity to be heard in accordance with procedures adopted by the Board, to enter upon the Residential Property to cure such failure and to assess all costs incurred against the Residential Property and the Owner thereof as a Specific Assessment.

5.2 Lighting within Three-Dimensional Access Easements. Each Owner shall timely pay all electricity bills to ensure that all lighting set forth within those portions of the Roadways shown as the Three-Dimensional Access Easements Across Lots 1-14 & A-E on the Pine Glades Townhome Phase One Plat remains operable to ensure safety throughout such portions of the Roadways. If any Owner fails to pay its electricity bills and the lighting within those portions of the Roadways shown as the Three-Dimensional Access Easements Across Lots 1-14 & A-E on the Pine Glades Townhome Phase One Plat is disconnected, the Declarant and/or the Association shall be authorized, after providing 24 hours notice to the Owner of such failure, to pay such electricity bills to reinstate the lighting and/or enter upon the Residential Property to cure such failure and may assess all such paid electricity bills and/or other costs incurred against the Residential Property and the Owner thereof to cure such failure as a Specific Assessment.

PART THREE: COMMUNITY GOVERNANCE AND ADMINISTRATION

ARTICLE VI – THE ASSOCIATION AND ITS MEMBERS

6.1 Function of Association. The Association shall be responsible for assessing the assessments and shall be responsible for the management, maintenance and operation of the Common Elements and the Condominium Common Elements. The Association also shall be the primary entity responsible for enforcement of the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Wyoming.

6.2 Membership. Every Owner of a Residential Property, by virtue of their purchase of a Residential Property or the acceptance of a deed therefore, shall be a Member of the Association. There shall be only one membership per Residential Property. If a Residential Property is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 6.3(a), and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association except where such privileges may be restricted by the Master Rules and Regulations.

6.3 Voting. The Association shall have one class of membership. Members shall have one equal vote for each Residential Property in which they hold the interest required for membership under Section 6.2. All votes shall be cast as provided in Section 6.3(a).

(a) **Exercise of Voting Rights.** The vote for each Residential Property owned by a Member shall be exercised by the Owner of the Residential Property. In any situation where there is more than one Owner of such Residential Property, the vote for such Residential Property shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to

the vote being taken. Absent such advice, the Residential Property's vote shall be suspended if more than one Person seeks to exercise it in a conflicting manner.

(b) **Commencement of Voting Rights.** Voting rights as to each Residential Property shall vest upon the commencement of assessment obligations for such Residential Property.

Only Owners of Residential Properties that comprise each Neighborhood may vote on matters regarding Neighborhood Expenses attributable to each such Neighborhood. Notwithstanding the foregoing, no action may be taken by any Neighborhood that would be contrary to or in violation of the Community-Wide Standard.

6.4 Creation of Neighborhoods. There shall be four Neighborhoods within the Properties as follows:

a. **Pine Glades Drive Neighborhood.** The Pine Glades Drive Neighborhood shall consist of Lots 1-14 as shown on the Pine Glades Townhomes Phase One Plat.

b. **Jessica Lane Neighborhood.** The Jessica Lane Neighborhood shall consist of Lots A-E as shown on the Pine Glades Townhomes Phase One Plat.

c. **Spruce Condominium Unit Neighborhood.** The Spruce Condominium Unit Neighborhood shall consist of the Condominium Units located within the Condominium Plat.

d. **Spruce Townhomes Neighborhood.** The Spruce Townhomes Neighborhood shall consist of Lots 1, 2, 3, 4, 5, 6 and 7 of the Spruce Townhomes Plat.

Declarant hereby reserves the right to add additional Neighborhoods and/or to combine Neighborhoods.

6.5 Association Board of Directors. The Association shall have not less than three (3) nor more than seven (7) directors as provided in the Bylaws. The number of directors may be changed as provided in the Bylaws. The initial Board and replacements shall be appointed by the Declarant as provided in the Bylaws until the expiration of the Declarant rights as provided in Section 9.12. At all times while the Declarant owns any real property set forth on the Final Plat, one of the members of the Board shall be a representative of the Declarant. The Directors shall serve as provided in the Bylaws.

6.6 Neighborhood Committees. There shall be a Neighborhood Committee for each of the Neighborhoods in the Association. Each committee shall be comprised of not less than three (3) committee-members. Each committee member shall be a Member in good standing and an Owner of a Residential Property in the Neighborhood on which committee they serve. The chairperson of each committee shall be a duly-elected member of the Board. The committee-members shall serve as provided in the Bylaws.

ARTICLE VII - ASSOCIATION POWERS AND RESPONSIBILITIES

7.1 Acceptance and Control of Association Property.

(a) The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property.

(b) The Declarant and its designees may convey real or personal property to the Association and the Association shall accept such property.

7.2 Maintenance.

(a) Maintenance Applicable To All Neighborhoods.

(i) The Association shall maintain, repair and replace the stormwater drainage system up to the connection point to the Town of Jackson utility main. The Town of Jackson shall maintain, repair and replace the water system and the sewer system up to the connection point pursuant to Section 4.11. For purposes of this section, "connection point" shall mean the location of the water and sewer service lateral intersect with the utility mains within the utility tunnel. Other utility providers shall maintain, repair and replace the other utility services, including but not limited to, cable and other systems for sending and receiving data and/or other electronic signals, security systems, telephone systems and other similar systems up to the connection point of each Residential Property. The costs associated with the maintenance, repair and replacement of the stormwater drainage system shall be a Common Expense. The costs associated with the maintenance and/or repairs to the utility infrastructure owned by the Town of Jackson shall be at the sole expense of the Town of Jackson. The Town of Jackson shall not be responsible for any surface repairs associated with the curbs, roadway asphalt, heating systems, gutters, sidewalks, retaining walls (except for those repair and expense obligations for retaining walls set forth in that certain Right-Of-Way, Utility and Snow Storage Easement Agreement recorded in the Public Records the same date hereof) and other features.

(ii) The Association, acting through the Board, shall be obligated to maintain the landscaping and the irrigation system located within the Properties. The costs associated with the maintenance, repair and replacement of the landscaping and irrigation system located within the Properties shall be a Common Expense.

(iii) The Association shall maintain, repair and replace the sidewalks that are adjacent to the Roadways within the Common Elements, including but not limited to the removal of snow and debris located on the sidewalks and on the fire hydrants so that the sidewalks are usable by the public on a continuous basis and the fire hydrants can be easily accessed by the Town of Jackson. The costs associated with the removal of snow and debris located on the sidewalks and on the fire hydrants and with the maintenance, repair and replacement of the sidewalks that are adjacent to the Roadways within the Common Elements shall be a Common Expense.

(b) Maintenance of Pine Glades Drive Neighborhood and Jessica Lane Neighborhood.

(i) The Association shall maintain, repair and replace the Roadways, the Visitor Parking Areas, retaining walls and driveways within the Common Elements, and such expenses associated with such maintenance, repair and replacement shall be a Neighborhood Expense solely allocated to the Pine Glades Drive Neighborhood (assessed equally to all Lots within such Neighborhood) until the date that the Town of Jackson issues a Certificate of Occupancy to Declarant, or its successors or assigns, for a Townhome located within the Jessica Lane Neighborhood. Upon the occurrence of the foregoing, the expenses associated with the maintenance, repair and replacement of the Roadways, the LCE-Driveway, the Visitor Parking Areas, retaining walls and driveways shall be allocated equally upon all Lots located within both the Pine Glades Drive Neighborhood and the Jessica Lane Neighborhood that have received a Certificate of Occupancy from the Town of Jackson for improvements located thereon.

(ii) The Association shall maintain, replace and repair the exteriors of each Townhome that is completed within the Pine Glades Drive Neighborhood and the Jessica Lane Neighborhood,

including but not limited to the patios, the exterior doors and windows, the foundations, the balconies, the roofing and chimneys and the garage doors, in accordance with the Community-Wide Standard. Such expenses shall be Neighborhood Expenses assessed specifically against the Lots within such Neighborhood that are subject to such work in proportion to the benefit received or to be received.

(iii) The Association shall maintain and repair the Visitor Parking Areas, LCE-Driveways, LCE-Parking and LCE-Decking assigned and designated to Lots within the Pine Glades Drive Neighborhood and the Jessica Lane Neighborhood. Such expenses shall be Neighborhood Expenses assessed specifically against the Lots with completed Townhomes located thereon to which the LCE is assigned. If the LCE is jointly assigned to several Lots with completed townhomes located thereon, such expense shall be prorated equally amongst such Lots.

(iv) The Association shall maintain and repair that certain lighting set forth within those portions of the Roadways shown as the Three-Dimensional Access Easements Across Lots 1-14 & A-E on the Pine Glades Townhomes Phase One Plat. Such expenses shall be Neighborhood Expenses assessed specifically against the Lots within such Neighborhood with completed Townhomes located thereon prorated equally amongst such Lots that are subject to such work.

(v) The Association shall maintain, repair and replace the utility tunnel infrastructure owned by the Association (including, but not limited to, the performance of structural repair, the repair of water leaks in the tunnel infrastructure and the repair and replacement of the insulation, the heating system, the access ways and the ventilation system) and the exterior stairwells on the Properties that lead to the access doors of the utility tunnel, including, but not limited to the removal of snow and debris so that the Town of Jackson and other applicable utility providers have continuous and unobstructed access to the utility tunnel. The foregoing costs shall be allocated to the Pine Glades Drive Neighborhood and the Jessica Lane Neighborhood on a pro-rata basis based upon the number of Lots within each Neighborhood relative to the total number of Lots within the Pine Glades Drive Neighborhood and the Jessica Lane Neighborhood. Such expenses allocated to each Neighborhood shall be a Neighborhood Expense assessed equally to all Lots within each such Neighborhood. For purpose of this Section 7.2(b), a "completed Townhome" shall mean that one or both of the following has occurred: (i) the issuance of a Certificate of Occupancy by the Town of Jackson for such Townhome; and/or (ii) the purchase of insurance for such Townhome to be administrated by the Association pursuant to Section 7.3(a)(iv).

(c) Maintenance of Spruce Condominium Unit Neighborhood.

(i) The Association, acting through the Board, shall be obligated to maintain, repair and replace the Condominium Limited Common Elements located within the Spruce Condominium Unit Neighborhood, including but not limited to, those exterior doors of the LCE-Storage and the decking of the LCE-Decking, and shall be obligated to maintain, repair and replace the LCE-Parking assigned and designated to specific Condominium Units, and such costs associated therewith shall be a Neighborhood Expense allocated to the Spruce Condominium Unit Neighborhood.

(ii) The Association, acting through the Board, shall be obligated to maintain the Condominium General Common Elements located within the Spruce Condominium Unit Neighborhood, including but not limited to, the maintenance, repair and replacement of the exterior of the Condominium building in accordance with the Community Wide Standard and such costs associated therewith shall be a Neighborhood Expense allocated to the Spruce Condominium Unit Neighborhood.

(d) Maintenance of Spruce Townhomes Neighborhood.

(i) Garbage Collection. The Association shall be obligated to maintain a contract for weekly service of garbage collection by a sanitation or garbage collection company for each Lot within the Spruce Townhomes Neighborhood. Once garbage collection has occurred each week, each Owner is required to return its trash receptacle to such Owner's garage (the interior of the garage, not the exterior) within twenty-four (24) hours of such collection. By accepting a deed to a Lot within the Spruce Townhomes Neighborhood, each Owner hereby acknowledges the foregoing obligation and agrees that the liability for expenses associated with garbage collection shall be subject to assessment for payment pursuant to Article VIII hereof. This Section 7.2(d) of the Declaration may not be amended without the prior written approval of Declarant.

(ii) The Association shall maintain, replace and repair the exteriors of each Townhome within the Spruce Townhomes Neighborhood, including but not limited to the patios, the exterior doors and windows, the foundations, the balconies, the roofing and chimneys and the garage doors, in accordance with the Community-Wide Standard. Such expenses shall be Neighborhood Expenses assessed specifically against the Lots within such Neighborhood that are subject to such work in proportion to the benefit received or to be received.

(iii) The Association shall maintain and repair the Visitor Parking Areas, LCE-Driveways, LCE-Parking and LCE-Decking assigned and designated to Lots within the Spruce Townhome Neighborhood. Such expenses shall be Neighborhood Expenses assessed specifically against the Lots with completed Townhomes located thereon to which the LCE is assigned. If the LCE is jointly assigned to several Lots with completed townhomes located thereon, such expense shall be prorated equally amongst such Lots.

Notwithstanding the foregoing designations, if the Board reasonably determines that the maintenance, repair or replacement is necessitated by the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such maintenance, repair or replacement against such Owner(s) and their Residential Property as a Specific Assessment.

7.3 Insurance.

(a) Required Coverages. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements within the Common Elements to the extent that the Association has assumed responsibility in the event of a casualty, regardless of ownership. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement costs of the insured improvements under current building ordinance and codes;

(ii) Commercial general liability insurance on the Common Elements, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary and any umbrella coverage) shall have a limit of at

least one million dollars (\$1,000,000.00) per occurrence with respect to bodily injury, personal injury, and property damage; provided, should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such additional coverages or limits. If the policy does not contain "severability of interest" in its terms, the Association shall acquire an endorsement to preclude the insurer's denial of an Owner's claim because of negligent acts of the Association or of other Owners;

(iii) Such additional insurance as the Board, in its best business judgment, determines advisable.

(iv) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for the Townhomes and all structural and supporting improvements associated with the Townhomes, but not the contents thereof. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement costs of the insured improvements under current building ordinance and codes. The Declarant shall be named as an additional insured on all policies of insurance covering direct physical loss to any Townhome. Premiums for all insurance on the Townhomes under this Section shall be assessed as a Neighborhood Expense against only the Lots with completed Townhomes located thereon and shall be prorated equally amongst such Lots within each Neighborhood.

(v) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all Condominium Units and insurable improvements within each Condominium Project. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement costs of the insured improvements (including all Condominium Units) under current building ordinance and codes. The Declarant shall be named as an additional insured on all policies of insurance covering direct physical loss to any Condominium Unit. Premiums for all insurance on the Condominium Units under this Section shall be assessed against the Owners of the Condominium Units as a Neighborhood Expense the cost of which shall be divided pro-rata among the Owners of such Neighborhood according to those percentages set forth on **Exhibit "A"**.

Premiums for all insurance on the Common Elements shall be assessed by the Board as a Common Expense.

(b) **Policy Requirements.** All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured.

The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.3(a). In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Residential Properties as a Specific Assessment.

All insurance coverage obtained by the Board shall:

(i) Be written with a company authorized to do business in the State of Wyoming;

parties;

(ii) Be written in the name of the Association as trustee for the benefited

(iii) Not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

(iv) Contain an inflation guard endorsement;

(v) Include an agreed amount endorsement if the policy contains a co-insurance clause;

(vi) Provide a waiver of subrogation under the policy against any Owner or household member of an Owner;

(vii) Include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;

(viii) Include an endorsement precluding cancellation, invalidation, or condition to recovery under the policy on account of any act or omission of any one or more individual Owners, unless such Owner is acting within the scope of its authority on behalf of the Association;

(ix) Provide that the policy will be primary, even if an Owner has other insurance that covers the same loss.

In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide:

(i) A waiver of subrogation as to any claims against the Association's Board, officers, employees, and its manager, its attorneys, the Owners and their tenants, servants, agents, and guests;

(ii) A waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(iii) An endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(iv) An endorsement requiring at least thirty (30) days prior written notice to the Association and to all Mortgagees and Guarantors of Residential Properties of any cancellation, substantial modification, or non-renewal; and

(v) A provision vesting in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any related to the loss.

(c) **Restoring Damaged Improvements.** In the event of damage to or destruction of property that the Association is obligated to insure, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring

the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Damaged improvements on the property shall be repaired or reconstructed unless at least seventy-five percent (75%) of Members decide within sixty (60) days after the loss not to repair or reconstruct. If either the insurance proceeds or estimates of the loss, or both, are not available to the Association within such sixty (60) day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Elements shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements, then the insurance proceeds shall be paid to the Owners (first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner) as their interests are determined (for Lots based upon equal allocations and for Condominium Units, if any, based upon the square footage size of each Condominium Unit) and the insurance proceeds available. All mortgages, liens and other charges against the Residential Properties shall be paid out of the insurance proceeds before any proceeds are released to an Owner(s).

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by the Association for the benefit of its Members or the Owners of Residential Properties, as appropriate, and placed in a capital improvements account.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 7.3(a).

Policies secured on behalf of a Neighborhood shall be for the benefit of the Owners within the Neighborhood and their Mortgagees, as their interest may appear.

7.4 Compliance and Enforcement. The Association and every Owner and occupant of a Residential Property shall comply with the Governing Documents. The Board may impose sanctions against Owners for violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth in the Bylaws. Such sanctions may include, without limitation:

(a) Imposing reasonable monetary fines. In the event that any occupant, guest or invitee of a Residential Property violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; provided however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board;

(b) Suspending an Owner's right to vote;

(c) Suspending any Person's right to use any Common Elements within the Properties; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Residential Property;

(d) Suspending any services provided by the Association to an Owner or the Owner's Residential Property if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association;

(e) Exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;

(f) Requiring an Owner, as its own expense, to remove any structure or improvements on such Owner's Residential Property in violation of Article III and IV and to restore the Residential Property to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

(g) Without liability to any Person, precluding any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of Article IV from continuing or performing any further activities in the Properties; and

(h) Levying Specific Assessments to cover costs incurred by the Association to bring a Residential Property into compliance with Governing Documents.

In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in the Bylaws:

(a) Exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); and

(b) Bringing suit at law or in equity to enjoin any violation or to recover monetary damages to both.

In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, the Association may record a notice of violation in the Public Records or perform such maintenance responsibilities and assess all costs incurred by the Association against the Residential Property and the Owner thereof as a Specific Assessment. Except in an emergency situation, the Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action. If a Neighborhood Committee fails to perform its maintenance responsibilities, the Association may perform such maintenance and assess the costs as a Specific Assessment against all property within such Neighborhood. Except in an emergency situation, the Association shall provide the Owner or Neighborhood Committee reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

All remedies set forth in the Governing Document shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action.

The Association shall not be obligated to take any action if the Board reasonably determines that the Association's position is not strong enough to justify taking such action. Such a decision shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or estop the Association from enforcing any other covenant, restriction or rule.

The Association, by contract or other agreement, may enforce applicable city and county ordinances, if applicable, and permit the Town of Jackson to enforce ordinances within the Properties for the benefit of the Association and its Members.

7.5 Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents, or by law, all rights and powers of the Association may be exercised by the Board or delegated to a Neighborhood Committee or the ARC or other committee of the Association without a vote of the membership.

7.6 Indemnification of Officers, Directors and Others. The Association shall indemnify every officer, director, and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement or any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under Wyoming law or the Bylaws.

7.7 Maintenance of Association Standing. The Association shall be obligated to maintain itself in good standing with the Wyoming Secretary of State and any other governmental entities having jurisdiction over the activities or existence of the Association.

7.8 Powers of the Association Relating to Neighborhoods. The Association shall have the power to veto any action taken or contemplated to be taken by any Neighborhood Committee which the Board reasonably determines to be adverse to the interests of the Association or its Members or inconsistent with the Community-Wide Standard. The Association also shall have the power to require specific action to be taken by any Neighborhood Committee in connection with its obligations and responsibilities, such as requiring specific maintenance or repairs or aesthetic changes to be effectuated and requiring that a proposed budget include certain items and that expenditures be made therefore.

A Neighborhood Committee shall take appropriate action required by the Association in a written notice within the reasonable time frame set by the Association in the notice. If the Neighborhood Committee fails to comply, the Association shall have the right to effect such action on behalf of the Neighborhood Committee and levy Specific Assessments to cover the costs, as well as an administrative charge and sanctions.

ARTICLE VIII – ASSOCIATION FINANCES

8.1 Budgeting and Allocating Common Expenses; Base Assessments. At least thirty (30) days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund pursuant to Section 8.3. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Residential Properties, and the amount to be generated through the levy of Base Assessments, Special Assessments and Specific Assessments against each.

The Association is hereby authorized to levy Base Assessments against all Residential Properties subject to assessment under Section 8.7 to fund the Common Expenses. The liability for Common Expenses described herein shall be allocated based on a fraction, the numerator of which shall be one and the denominator of which shall be the number of Residential Properties then existing on the Properties. Notwithstanding the foregoing, the two Condominium Units located within the Spruce Condominiums Addition to the Town of Jackson shall each only be assessed as ½ of one Residential Property for purposes of calculating Base Assessments.

The Board shall send a copy of the final budget, together with notice of the amount of the Base Assessment to be levied pursuant to such budget, to each Owner not less than thirty (30) nor more than sixty (60) days prior to the effective date of such budget. Such budget and assessment shall automatically become effective unless subject to the limitation on increases of assessments provided for in Section 8.6.

Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

The Board may revise the budget and adjust the Base Assessment from time to time during the year, subject to the notice requirements and the limitations on increases of assessments provided for in Section 8.6.

8.2 Budgeting and Allocating Neighborhood Expenses. At least thirty (30) days before the beginning of each fiscal year, the Board shall prepare a separate budget covering the estimated Neighborhood Expenses for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. Each such budget shall include any costs for additional services or a higher level of services which the Owners in such Neighborhood have approved pursuant to Section 6.4 and any contribution to be made to a reserve fund pursuant to Section 8.3. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Residential Properties, and the amount required to be generated through the levy of Neighborhood and Special Assessments against the Residential Properties in such Neighborhood.

The Association is hereby authorized to levy Neighborhood Assessments equally against all Residential Properties which are subject to assessment under Section 8.7 to fund Neighborhood Expenses; provided, if so specified in the applicable Supplemental Declaration or if so directed by petition signed by a majority of the Owners within the Neighborhood, any portion of the assessment intended for exterior maintenance of structures, insurance on structures, or replacement reserves which pertain to particular structures shall be levied on each of the benefited Residential Properties in proportion to the benefit received.

The Board shall cause a copy of the Neighborhood budget and notice of amount of the Neighborhood Assessment for the coming year to be delivered to each Owner in the Neighborhood not less than thirty (30) nor more than sixty (60) days prior to the beginning of the fiscal year; provided, however, if the Neighborhood Assessment is increased from previous year's Neighborhood Assessment, the Board shall send notice of the increase by the first class mail to the Owners not less than thirty (30) nor more than sixty (60) days prior to the increased Neighborhood Assessment becoming due. Such Neighborhood budget and Neighborhood Assessment shall automatically become effective unless subject to the limitation on increases of assessments provided for in Section 8.6.

Failure of the Members to approve a Neighborhood Assessment or failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Neighborhood Assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

The Board may revise the budget for any Neighborhood and the amount of any Neighborhood Assessment from time to time during the year, subject to the notice requirements and the limitations on increases of assessments provided for in Section 8.6.

8.3 Budgeting for Reserves. The Board shall prepare and review at least annually a reserve budget for the Common Elements, the Condominium Common Elements and other assets of the Association and for each Neighborhood for which the Association maintains capital items as a Neighborhood Expense. The budgets shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall include in the Common Expense budget adopted pursuant to Section 8.1 or the Neighborhood Expense budgets adopted pursuant to Section 8.2, as appropriate, a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect both to amount and timing by annual contributions over the budget period.

8.4 Special Assessments. In addition to other authorized assessments, the Association may, subject to the limitations of Section 8.6, levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied: (i) against the entire membership if such Special Assessment is for Common Expenses; or (ii) against an individual Residential Property or Neighborhood if such Special Assessment is for an unbudgeted expense relating to less than all of the Properties. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall provide notice of the Special Assessment by first class mail to the Owners not less than thirty (30) nor more than sixty (60) days prior to the Special Assessment becoming due.

8.5 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Residential Property as follows:

- (a) To cover costs incurred in bringing a nonconforming Residential Property into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of a nonconforming Residential Property, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the nonconforming Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying any Specific Assessment under this Section; and
- (b) To cover the cost of providing services to a Residential Property, including but not limited to snow removal on LCE-Decking and the electrical cost of providing heat pump services to a Residential Property. Specific Assessments may be levied in advance.

8.6 Limitation on Increases of Assessments. Notwithstanding any provision to the contrary, and except for assessment increases necessary for emergency situations or to reimburse the Association pursuant to Sections 8.4, the Board may not impose a Base Assessment or Neighborhood Assessment that is more than twenty percent (20%) greater than each of those assessments for the immediately preceding fiscal year, nor impose a Special Assessment which in the aggregate exceeds twenty percent (20%) of the budgeted Common Expenses for the current fiscal year, without a majority vote of a quorum of the Members who are subject to the applicable assessment at a meeting of the Association, or action without meeting by written ballot in lieu thereof signed by all of the Members of the Association.

Notwithstanding the foregoing, unless increases are attributable to actual costs for insurance required by Section 7.3 of this Declaration, the Board may not impose a Neighborhood Assessment for the Spruce Condominium Unit Neighborhood and/or the Spruce Townhomes Neighborhood that is more than five percent (5%) greater than such assessment for the immediately preceding fiscal year without a majority

vote of a quorum of the Members who are subject to the applicable assessment at a meeting of the Association, or action without meeting by written ballot in lieu thereof signed by all of the Members of the Association.

For purposes of this Section, "quorum" means more than fifty percent (50%) of the total voting power of the Association subject to the applicable assessment. For purposes of this Section, the term "Base Assessment" shall be deemed to include the amount assessed against each Residential Property for the year immediately preceding the year for which the assessment is to be increased.

An emergency situation justifying a Special Assessment may be, but shall not be limited to, any one of the following:

- (a) An extraordinary expense required by an order of a court;
- (b) An extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible where a threat to personal safety on the Properties is discovered; or
- (c) An extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible which expense could not have been reasonably foreseen by the Board in preparing and distributing the budget as provided for in Section 8.1. However, prior to the imposition or collection of such an assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. Such resolution shall be distributed to the Members with the notice of such assessment.

8.7 Authority to Assess Owners; Date of Commencement of Assessments; Time of Payment. The Declarant hereby establishes that the Association is authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. Subject to Sections 8.1 and 8.8, the obligation to pay the assessments provided for herein shall commence as to all Residential Properties on the first day of the month following the first conveyance of a Residential Property to an Owner not affiliated with the Declarant. The first annual assessment shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Residential Property. Any assessments collected but not spent prior to the Association incurring expenses shall be placed into the Association's reserve account for maintenance, repair and replacement of the Common Elements and any other common amenities.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Residential Property and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, annual assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his or her Residential Property, the Board may require the outstanding balance on all assessments to be paid in full immediately.

8.8 Personal Obligation.

(a) Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a rate of eighteen percent (18%) per annum or such other rate as the Board may establish, subject to the limitations

of Wyoming law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Residential Property until paid in full. Upon a transfer of title to a Residential Property, the grantee shall not be personally liable for any assessments and other charges due at the time of conveyance unless expressly assumed by him/her, but such transferred Residential Property shall remain subject to any liens imposed upon it pursuant to Section 8.9 herein.

Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner may exempt himself from liability for assessments by non-use of the Common Elements, by abandonment of his Residential Property, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Association shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

(b) **Declarant's Obligations for Assessments.** The Declarant is subject to the payment of assessments against Residential Properties that it owns.

8.9 Lien for Assessments. Each Owner, by his or her acceptance of a deed to a Residential Property, hereby vests in the Association and its agents the right and power to bring all appropriate actions against such Owner personally for the collection as a debt of any unpaid and delinquent billings for Base Assessments, Special Assessments, Specific Assessments, Neighborhood Assessments, interest, late fees, enforcement costs and other charges owing by such Owner in accordance with the terms hereof. Additionally, in order to secure payment of any billings for Base Assessments, as well as Special Assessments and Specific Assessments, interest, late fees, enforcement costs and other charges due hereunder, Declarant hereby retains, and each Owner by his or her acceptance of a deed to a Residential Property, hereby grants the Association and its agents a lien for such Base Assessments, Neighborhood Assessments, as well as Special Assessments and Specific Assessments, interest, late fees, enforcement costs and other charges for which such Owner is responsible under the terms hereof. The Board, acting on behalf of the Association, is authorized to record a notice of any unpaid amounts secured by such lien in the Public Records, which shall include a description of the applicable Residential Property and the name of the Owner thereof and the basis for the amount of the lien. Said lien shall be enforceable by the Association or its agents through all appropriate methods available under applicable Wyoming law for the enforcement of such liens, including without limitation, non-judicial foreclosure, and the Declarant and each such Owner hereby expressly grant to the Association a power of sale in connection with said lien. The Association may designate a trustee in writing from time to time to post or cause to be posted the required notices and to conduct such foreclosure sale. The trustee may be changed at any time and from time to time by an instrument in writing and signed by the President or a Vice President of the Association and attested by the Secretary or any Assistant Secretary of the Association and filed for record in the Public Records. The Association may bid for the Residential Property at the foreclosure sale and acquire, hold, lease, mortgage and convey the Residential Property. While a Residential Property is owned by the

Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Residential Property shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Residential Property had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same. The sale or transfer of any Residential Property shall not affect the assessment lien or relieve such Residential Property from the lien for any subsequent assessments. Notwithstanding the foregoing, any first Mortgagee that obtains title to a Residential Property after the sale or transfer of any Residential Property pursuant to foreclosure (or deed in lieu of foreclosure) shall not be subject to any lien amounts that represent more than 6 months of unpaid charges relating to the Residential Property (including assessments and costs related to the collection of the unpaid dues) in question that arose prior to such sale or transfer. Any unpaid assessments associated with the foregoing (those lien amounts that represent more than 6 months of unpaid charges) shall be deemed to be Common Expenses collectible from Owners of all Residential Properties and the lien shall be extinguished with respect to such lien amounts that represent more than 6 months of unpaid charges.

Notwithstanding the foregoing, after any such foreclosure or deed in lieu of foreclosure, such Residential Property shall remain subject to this Declaration and the new Owner of such Residential Property shall thereafter be personally liable for all charges of the type described above which relate to such Residential Property which become due after such new Owner acquires title to said Residential Property by foreclosure or by acceptance of a deed in lieu of foreclosure. Except as otherwise provided above as to holders of first Mortgages that obtain title to a Residential Property after the sale or transfer of any Residential Property pursuant to foreclosure (or deed in lieu of foreclosure) or by applicable law, no sale or transfer of any Residential Property shall: (a) relieve any Owner thereof from personal liability for any of such unpaid charges attributable to the applicable Residential Property which become due prior to the date of such sale or transfer; or (b) satisfy or extinguish the above-described lien in respect of such unpaid charges.

PART FOUR: COMMUNITY DEVELOPMENT

ARTICLE IX – ADDITIONAL RIGHTS RESERVED TO DECLARANT

9.1 Expansion by the Declarant. Until the Declarant has sold 100% of the Properties subject to this Declaration, the Declarant may annex additional properties into the regime of this Declaration provided such property is contiguous to the Properties. Such annexation shall be accomplished by filing a Supplemental Declaration in the Public Records describing the property to be annexed and specifically subjecting it to the terms of this Declaration. Such Supplemental Declaration shall not require the consent of Members, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

9.2 Additional Covenants and Easements. The Declarant may subject any portion of the Properties to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through the various Assessments as provided for herein. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration.

9.3 Effect of Filing Supplemental Declarations. Any Supplemental Declaration filed pursuant to this Article shall be effective upon recording in the Public Records unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Declaration.

9.4 **Budget Considerations.** As additional properties are annexed to the Properties pursuant to this Article IX, the budget of the Association may be affected, as well as assessment obligations of the Owners as a result thereof.

9.5 **Right to Add Condominium Units to this Declaration.** Declarant hereby reserves the right to add twelve individual airspace units and condominium common elements to be located on Lot G and Lot F to this Declaration by filing a Supplemental Declaration in the Public Records. Such Supplemental Declaration shall amend the definitions, the provisions and the exhibits of this Declaration as necessary for the orderly development of the Properties.

9.6 **Right to Approve Additional Covenants.** So long as Declarant owns any property subject to this Declaration, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

9.7 **Right to Approve Changes in Community Standards.** No amendment to or modification of any Master Rules and Regulations shall be effective without prior notice to and the written approval of Declarant so long as the Declarant owns property subject to this Declaration.

9.8 **Right to Appoint Members of Board.** The Declarant shall have the right to appoint the initial members (for staggered terms of one, two and three year periods) of the Board of Directors of the Association and of any committee of the Board, including but not limited to the Neighborhoods Committees and the Architectural Review Committee, except as otherwise provided in the Bylaws. At all times while the Declarant owns any of the Properties subject to this Declaration or subject to annexation to this Declaration as provided herein, one of the members of the Board shall be a representative of the Declarant.

9.9 **Right to Delay Commencement of Association, Meetings or Assessments.** The Declarant hereby reserves the right to delay the filing of the Articles for the Association, creation of Bylaws and Master Rules and Regulations, or to delay the commencement of Association meetings or to delay implementation of Association assessments as required hereunder and in the Bylaws. In the event that the Declarant elects to delay the creation of the association, the rights, but not the obligations, of the Association created by this Declaration are hereby assigned to the Declarant until such time as the Association is created.

9.10 **Right to Amend Plat.** Declarant hereby reserves the right to amend the Plat to provide for the orderly development of the Properties as determined by the Declarant. By accepting a deed for their Residential Property, an Owner acknowledges the Declarant's rights set forth in this Section 9.10 and expressly consents thereto.

9.11 **Right to Replat Lots; Right to Assign LCE.** The Declarant hereby reserves the right for itself and for the future Owners of Lots to vacate and replat such lots into condominium units and/or lots in conformance with the Final Development Permit as follows:

<u>Lot Number/Letter</u>	<u># of Units/Lots</u>
A	2 Lots
B	3 Lots
C	3 Lots
D	2 Lots
E	3 Lots

F
G

Up to 10 Units/Lots
2 Units

By accepting a deed to a Residential Property, an Owner acknowledges the Declarant's and the Owner's rights set forth in this Section 9.11, and expressly consents hereto to any such vacation and replat of such lots and hereby grants a power of attorney to the Declarant and/or to the Owner(s) of such lots for purposes of acknowledging consent to any such vacation and replat of such lots and for the completion of any other action required by the Town of Jackson for the vacation and replat of such lots. Concurrent with the vacation and replat of the foregoing lots, a Supplemental Declaration shall be filed in the Office of the Clerk of Teton County, Wyoming to annex the additional lots and/or units into this Declaration and to designate the common area lot(s), general common elements and limited common elements. The common area lot(s) shall be conveyed to the Association by warranty deed concurrently upon filing the replat of any lot. Declarant hereby reserves the right to assign portions of Common Elements (including, but not limited to, LCE-Parking) to Residential Properties as appurtenant Limited Common Elements (individually or collectively) either by designation on a future plat or by filing a Supplemental Declaration in the Office of the Clerk of Teton County, Wyoming. The Board reserves the right to reassign parking spaces among Residential Properties by filing Supplemental Declarations if Federal Law or State Law necessitates such reassignment to accommodate an Owner.

9.12 Termination of Rights. The rights contained in this Article shall not terminate until the Declarant, or any individual Declarant, is no longer a record owner of any real property subject to this Declaration unless Declarant elects to terminate such reservations at an earlier date. Declarant may from time to time relinquish and surrender one or more but less than all of the reserved rights, in which event the unrelinquished reserved rights shall remain fully valid and effective for the remainder of the term thereof.

PART FIVE: PROPERTY RIGHTS WITHIN THE COMMUNITY

The nature of living in a community requires the creation of special property rights and provisions to address the needs and responsibilities of the Owners, the Declarant, the Association, and others within or adjacent to the community.

ARTICLE X – EASEMENTS

10.1 Easements in Common Elements. The Declarant grants to each Owner of a Residential Property a non-exclusive right and easement of use (subject to the rights of other Owners, Members and the Association), access and enjoyment in and to the General Common Elements. The Declarant grants to each Owner (subject to the rules, regulations, and restrictions contained in the Governing Documents) an exclusive right and easement of use, access, and enjoyment in and to the Limited Common Elements that are appurtenant to the Residential Property owned by such Owner, which shall include without limitation the decking and parking areas. Such exclusive right and easement of use, access, and enjoyment in the Limited Common Elements shall not be severable from the Residential Property to which it is appurtenant.

The foregoing grants shall be subject to:

- (a) The restrictions, rules and regulations set forth in the Governing Documents and any other applicable covenants;
- (b) Any restrictions or limitation contained in any deed and/or easement agreement conveying such property and/or easement over such property to an Owner Association; and

(c) The right of the Board to adopt rules regulating the use and enjoyment of the area of the Common Elements.

(d) The right of the Board to suspend the right of an Owner to use the Common Elements (i) for any period during which any charge or assessment against such Owner's Residential Property remains delinquent, and (ii) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation of the Governing Documents after notice and a hearing pursuant to the Bylaws.

Any Owner may extend his or her right of use and enjoyment of the Common Elements to the members of his or her family, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Residential Property, subject to the terms and conditions of this Declaration, shall be deemed to have assigned all such rights to the lessee of such Residential Property for the period of the lease.

10.2 Easements for Utilities and Infrastructure.

(a) All dedications, limitations, restrictions and reservations of easements, including those for drainage, prepared and recorded by Declarant are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth in this Declaration.

(b) The Declarant hereby grants to the Association and each Owner of a Residential Property, and, so long as the Declarant owns any real property subject to this Declaration, reserves for itself, and reserves the right to grant to the Town of Jackson, utility providers, the Association and all Owners perpetual non-exclusive utilities easements in, under, over and across the Roadways and in those areas as described on the Plat for the purpose of:

(i) Installing utilities, including without limitation, water and sewer systems, cable and other systems for sending and receiving data and/or other electronic signals; security and similar systems; roads and walkways; drainage systems and signage; to serve the Properties;

(ii) Inspecting, maintaining, repairing and replacing such utilities and infrastructure to serve the Properties; and

(iii) Access to read utility meters.

(c) All work associated with the exercise of the easements described in subsections (a) and (b) of this Section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements not unreasonably interfere with the use of any Residential Property and, except in an emergency, entry onto any Residential Property shall be made only after reasonable notice to the Owner or occupant.

10.3 Easements for Maintenance, Emergency and Enforcement. The Declarant grants to the Association easements over Properties as necessary to enable the Association to fulfill its maintenance responsibilities under Section 7.2. The Association shall also have the right, but not the obligation, to enter upon any Residential Property, but not to enter any structure thereon, for maintenance, emergency, security, and safety reasons and to inspect for the purpose of ensuring compliance with the Governing Documents and to enforce the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties.

Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. The Declarant hereby grants to the Association, perpetual exclusive snow storage easements in, under, over and across each Lot and the snow storage areas set forth on the Plat, if any, for the purpose of orderly removal and storage by the Association of snow from the Roadways and sidewalks located within the Common Elements and Lots.

10.4 Easements for Cross-Drainage; Stormwater Drainage System is Private. The stormwater drainage system installed by the Declarant and maintained, repaired and replaced by the Association shall be a private system owned by the Association. Every Lot shall be burdened with easements for natural drainage of storm water runoff from other portions of the Properties; provided, no Person shall alter the natural drainage on any Lot to increase materially the drainage of storm water onto adjacent portions of the Properties without the consent of the Owner(s) of the affected Lot and the Board.

10.5 Easement for Emergency Vehicles. The Properties are hereby burdened with an easement allowing all policemen, firemen, ambulance personnel, and similar emergency personnel entry to perform their duties, including the enforcement of traffic regulations.

10.6 Easement for Encroachments. If any part of the Common Elements encroaches or shall hereinafter encroach upon a Residential Property, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Residential Property encroaches or shall hereafter encroach upon the Common Elements, or upon an adjoining Residential Property, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Elements or the Residential Properties. Encroachments referred to herein are limited to encroachments caused by engineering errors, settling, rising, or shifting of the earth, or by changes in position caused by construction, repair or reconstruction or any part thereof in accordance with the original plans and any encroachment due to building overhang or projection.

10.7 Owner's Right to Ingress and Egress and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Elements necessary for access to its Residential Property, and shall have the right to the horizontal and lateral support of its Residential Property, and such rights shall be appurtenant to and pass with the title to each Residential Property.

10.8 Title to Roadways; Use of Roadways; Roadways are Private. Title to those portions of the Roadways within the Common Elements as described on the Plat and in this Declaration, shall be conveyed by Declarant to the Association to be used for private road purposes. Each Owner and occupant and each of their guests or invitees are hereby granted a non-exclusive perpetual easement and right-of-way to use the Roadways, for private road purposes, including vehicular and pedestrian ingress, egress, access to and from their Residential Property; provided, however, that such pedestrian and vehicular easements hereby granted within those portions of the Roadways shown and detailed on the Plat as Three Dimensional Access Easement Across Lots 1-14 & A-E are limited horizontally and vertically to the existing grade and the underside of the Townhome structure as set forth on the Plat. Declarant hereby reserves the right to grant additional easements over and across the Roadways to utility providers and governmental entities. The Association shall have the right to control vehicular circulation through the Properties by such means as establishing speed limits, by installing speed bumps or by any other means reasonably adopted by the Association.

ARTICLE XI – AMENDMENT OF DECLARATION; MISCELLANEOUS

11.1 By Declarant. In addition to specific amendment rights granted elsewhere in this Declaration, until the conveyance of 75% of the Properties to an Owner unaffiliated with Declarant,

Declarant may unilaterally amend or repeal this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration if such amendment is necessary to (i) bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage on the Residential Properties; (iii) enable any institutional or Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guaranty mortgage loans on the Residential Properties; or (iv) to satisfy the requirements of any local, state or federal governmental agency; provided, however, that any such amendment shall not adversely affect the title to any Residential Property unless the Owner thereof shall consent in writing. Notwithstanding the foregoing reserved amendment rights of Declarant, Declarant shall obtain written consent of mortgagees that represent at least 51% of the votes of Owners that are subject to mortgages if the subject amendment is materially adverse to such mortgagees; provided, however, that if such Mortgagees fail to respond to any written proposal for an amendment within 60 days after receipt of proper notice of the proposal (delivered by certified mail or registered mail with a return receipt requested), such approval shall be deemed implied as of the date of expiration of such 60 day period.

11.2 By Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of at least sixty-six percent (66%) of the Members. Notwithstanding the foregoing, the Members shall obtain written consent of mortgagees that represent at least 51% of the votes of Owners that are subject to mortgages if the subject amendment is materially adverse to such mortgagees; provided, however, that if such Mortgagees fail to respond to any written proposal for an amendment within 60 days after receipt of proper notice of the proposal (delivered by certified mail or registered mail with a return receipt requested), such approval shall be deemed implied as of the date of expiration of such 60 day period.

11.3 Validity and Effective Date. No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant. If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. Any amendment shall become effective upon recording in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within thirty (30) days of its recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

11.4 Registration of Mailing Address; Notice; Implied Approval of Mortgagees and Guarantors. Each Owner shall register his/her mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the Association Bylaws. All notices or demands intended to be served to a Mortgagee or guarantor of a recorded mortgage shall be given by registered or certified mail, postage prepaid, return receipt requested. Any notice referred to in this Section to an Owner or the Association shall be deemed given when deposited in the United States mail in the form provided for in this Section. Any notice referred to in this Section to a Mortgagee or guarantor of a mortgage of record shall be deemed given when such entity or person receives such notice; provided, however, that if such Mortgagees or guarantors fail to respond to any written request within 60 days after receipt of proper notice of the request (delivered by certified mail or registered mail with a return receipt requested), such approval shall be deemed implied as of the date of expiration of such 60 day period.

11.5 No Waiver. The failure of the Board or its agents to insist, in one or more instances, upon the strict performance of any of the conditions, covenants, conditions or restrictions of this Declaration, or

to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Board or its agent of the payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Board.

11.6 Construction. All of said covenants, conditions and restrictions contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants or restrictions, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant or restriction, or any part thereof, shall be thereby affected or impaired; and the Declarant, grantor and grantee, their heirs, successors and assigns, shall be bound by each article, section, subsection, sentence, clause and phrase of this Declaration irrespective of the fact that any article, section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason becomes unenforceable.

11.7 Mechanics Lien Rights. No labor performed or services or materials furnished with the consent of or at the request of an Owner of a Residential Property or his/her agent or her/his contractor or subcontractor shall be the basis for the filing of a lien against the Residential Property of any other Owner of a Residential Property, or against any part thereof, or against any other property of any other Owner of a Residential Property, unless such other Owner of a Residential Property has expressly consented to or requested the performance of such labor or furnishing of such materials or services. Such express consent shall be deemed to have been given by the Owner of any Residential Property in the case of emergency repairs thereto. Labor performed or services of materials furnished for the Properties or any portion thereof, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner of a Residential Property. Any Owner may remove his/her Residential Property from a lien against two or more Residential Property or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to her/his Residential Property.

11.8 Construction by Declarant. Nothing in this Declaration, or any action taken by the Association, shall limit the right of Declarant to complete construction of improvements to the Properties owned by Declarant or to alter the foregoing, or to construct such additional improvements as Declarant deems advisable prior to completion and sale of the entire Properties. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Properties such structures and displays as may be reasonably necessary for the conduct of its business of completing the work and disposing of the same by sale, lease, or otherwise. This Declaration shall not limit, nor shall any action of the Association limit, the right of Declarant at any time prior to the sale of all Residential Properties by Declarant to establish on the Properties additional easements, reservations and rights of way to itself, to utility companies, or to others as may from time to time be necessary to the proper development and disposal of the Properties.

ARTICLE XII – CONDOMINIUM DECLARATION

12.1 Estates of an Owner. The Condominium Project is hereby divided into Condominium Units, each consisting of a separate interest in a Condominium Unit and an undivided interest in common in the Condominium Common Elements in accordance with the Condominium Plat which sets forth the Condominium Common Elements appurtenant to each Condominium Unit. The percentage of ownership interest in the Condominium Common Elements which is to be allocated to each Condominium for purposes of taxes, assessments and other charges under Wyoming Statute § 34-20-104(a) and for purposes of liability shall be the same as set forth on **Exhibit "A"** attached hereto and incorporated herein. Such undivided interests in the Condominium Common Elements are hereby declared to be appurtenant to the respective

Condominium Unit.

12.2 Title. Title to a Condominium Unit may be held or owned by an entity and in any manner in which title to any other real property may be held or owned in the State of Wyoming.

12.3 Inseparability. No part of a Condominium Unit or of the legal rights comprising ownership of a Condominium Unit may be separated from any other part thereof during the period of Condominium Unit ownership prescribed herein, so that each Condominium Unit and the undivided interest in the Condominium Common Elements shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Condominium Unit. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Condominium Unit shall be presumed to be a gift, devise, request, transfer, encumbrance, or conveyance, respectively, of the entire Condominium Unit, together with all appurtenant rights created by law or by this Declaration.

12.4 Partition Not Permitted. The Condominium Common Elements shall be owned in common by all owners of Condominium Units and no owner may bring any action for partition thereof.

12.5 Owner's Right to Condominium General Common Elements and Condominium Limited Common Elements. Subject to the limitations contained in this Declaration, each Owner of a Condominium Unit shall have the nonexclusive right to use and enjoy the Condominium General Common Elements shown on the Condominium Plat and defined herein. Each Owner shall have the exclusive right to use and enjoy the Condominium Limited Common Elements designated to such Owner on the Condominium Plat.

12.6 Taxes and Assessments. Each Owner of a Condominium Unit shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium Unit. If any taxes or special district or other assessments may, in the opinion of the Association, become a lien on the Condominium Project or any part thereof, the Association shall pay the same and assess the same to the Owner or Owners responsible therefore. Each Owner shall pay the taxes or assessments assessed against her/his Condominium Unit, or interest therein, or his/her interest in the Condominium Common Elements or any part of any or all of the foregoing. Each Owner shall pay all taxes, rates, impositions, and assessments levied against the Condominium Project or any part of the Condominium Common Elements in proportion to her/his interest in the Condominium Common Elements, such payment to be made to the Association at least thirty (30) days prior to the delinquency of such tax or assessment. Each such unpaid tax or assessment shall bear interest at eighteen percent (18%) per annum from and after the time the same becomes payable by each Owner and shall be secured by the lien created by Section 8.9 hereof. Notwithstanding the foregoing, taxes, assessments, or other charges attributable to the Condominium Common Elements shall be apportioned among the Owners of Condominium Units as provided in this Declaration.

12.7 Owner's Rights with Respect to Interiors. Except as provided in this Declaration, each Owner shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise maintain, refinish, and decorate the interior surfaces of the walls, ceilings, floors, doors and clean the exterior and interior surfaces of the windows, all of which form the boundaries of his/her Condominium Unit and all walls, ceilings, floors, and doors within such boundaries.

12.8 Declarant's Right Incident To Construction. Declarant, and persons it shall select, shall have the right to ingress and egress over, upon, and across the Condominium Common Elements, the right to store materials thereon and to make such other use thereof as may be reasonably necessary incident to complete development of the Condominium Project.

12.9 Obsolescence of Condominium Project.

(a) **Adoption of a Plan.** Owners representing an aggregate of three-fourths or more of the voting rights of the Condominium Unit Owners may agree that the Condominium Project is obsolete and adopt a written plan for the renewal and reconstruction provided such Owners also obtain written consent for such obsolescence and plan from mortgagees who represent at least 51% of the votes of the Condominium Unit Owners that are subject to mortgages of record. Written notice of adoption of such a plan shall be given to all Owners and Mortgagees. Such plan shall be recorded in the records of the Clerk of Teton County, Wyoming.

(b) **Payment for Renewal and Reconstruction.** The expense of renewal or reconstruction shall be payable by all of the Owners as assessments against their respective Condominium Units. These assessments shall be levied in advance pursuant to this Declaration and shall be allocated and collected as provided for the allocation of the Condominium Common Elements as shown on **Exhibit "A"**. Further levies may be made in like manner if the amounts collected prove insufficient to complete the renewal and reconstruction.

(c) **Sale of Obsolete Condominium Units.** The Owners representing an aggregate of three-fourths or more of the total voting rights of the Condominium Unit Owners may agree that the Condominium Units are obsolete and that the Condominium Project should be sold. Such an agreement must have the additional approval of mortgagees who represent at least 51% of the votes of the Condominium Owners that are subject to mortgages of record at the time such agreement is made. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association the Condominium Project shall be sold by the Association as attorney-in-fact for all of the Owners free and clear of the provisions contained in this Declaration, the Condominium Plat and the Association Bylaws. The sale proceeds shall be apportioned among the Owners of the Condominium Units in proportion to their interest in the Condominium Common Elements as set forth in **Exhibit "A"** hereto, and such apportioned proceeds shall be paid into separate accounts, each such account representing one Condominium Unit. Each such account shall remain in the name of the Association, and shall be further identified by the Condominium Unit designation and the name of the Owner of the Condominium Unit. From each separate account the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner.

(d) **Distribution of Excess.** In the event amounts collected are in excess of the amounts required for renewal and reconstruction, the excess shall be returned to the Owners by the Association by a distribution to each Owner (first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner) in an amount proportionate to the respective amount collected from each such Owner.

12.10 Condemnation of Condominium Project.

(a) **Consequences of Condemnation.** If, at any time or times during the continuance of the condominium ownership pursuant to this Declaration, all or any part of the Condominium Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

(b) **Proceeds.** All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Association.

(c) **Complete Taking.** In the event that the entire Condominium Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners (first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner) of Condominium Units in proportion to their ownership of Condominium General Common Elements as provided in **Exhibit "A"** hereto, provided that if a standard different from the value of the Condominium Project as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree, or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in the preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner of the Condominium Units is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable, first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner.

(d) **Partial Taking.** In the event that less than the entire Condominium Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each Owner of a Condominium Unit shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Owners of the Condominium Units as follows: (a) the total amount allocated to taking of or injury to the Condominium Common Elements shall be apportioned among Owners according to their ownership of Condominium Common Elements as provided in **Exhibit "A"** hereto, (b) the total amount allocated to severance damages shall be apportioned to those Condominium Units which were not taken or condemned, (c) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within her/his own Condominium Unit shall be apportioned to the particular Condominium Unit involved, and (d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made in the same manner provided above in Subsection (c), first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner.

(e) **Reorganization.** In the event a partial taking results in the taking of a complete Condominium Unit, if appropriate in the determination of the Board, the Owner thereof automatically shall cease to be a member of the Association. Thereafter, the Board shall reallocate the Ownership, voting rights, and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners of remaining Condominium Units for amendment of this Declaration as provided in this Declaration.

(f) **Reconstruction and Repair.** Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified above.

(g) **Limitations in Action of Owners Association.** Notwithstanding any other provisions in this Article and except as provided by statute, in case of condemnation or substantial loss to the Condominium Units and/or Condominium Common Elements, unless at least three-fourths of Owners of the individual Condominium Units have given their prior written approval and unless the additional approval of mortgagees who represent at least 51% of the votes of the Condominium Unit Owners that are

subject to mortgages of record at such time have given their prior written approval, the Association may not:

- (1) By act or omission seek to abandon or terminate the Condominium Project;
- (2) Change the pro rata interest or obligations of any Condominium Unit in order to levy assessments or charges, allocate distribution of hazard insurance proceeds or condemnation awards or determine the pro rata share of ownership of each Unit in the Condominium Common Elements;
- (3) Partition or subdivide any Condominium Unit;
- (4) Seek to abandon, partition, subdivide, encumber, sell or transfer the Condominium Common Elements by act or omission; or
- (5) Use hazard insurance proceeds for losses to any Condominium Project property (whether Condominium Units or Condominium Common Elements) for other than the repair, replacement or reconstruction of the Condominium Project property.

11.11 Rights of Mortgagees and Guarantors of Condominium Units. Within at least thirty days of the Association obtaining actual knowledge of the following, the Association shall send written notification to all Mortgagees and Guarantors of a mortgage of record of the following events:

- (a) Any condemnation or casualty loss that affects either a material portion of the Condominium Project or the Condominium Unit that secures a mortgage;
- (b) Any 60 day delinquency in the payment of assessments or charges owed by the Owner of a Condominium Unit on which such Mortgagee or Guarantor holds a mortgage;
- (c) A lapse, cancellation or material modification of any insurance policy maintained by the Association upon which the Association; and
- (d) Any proposed action that requires the consent of a specified percentage of Mortgagees.

ARTICLE XIII ASSIGNMENT AND DESIGNATION OF LIMITED COMMON ELEMENTS AND VISITOR PARKING AREAS

13.1 LCE-Parking Assigned to Condominium Units. Declarant hereby assigns and designates LCE-Parking located within the Common Elements to the specific Condominium Units as specifically shown and described on the Spruce Townhomes Plat.

13.2 LCE-Parking, LCE-Driveway and LCE-Decking Assigned to Lots within Spruce Townhomes Plat. Declarant hereby assigns and designates LCE-Parking, LCE-Driveway and LCE-Decking located within the Common Elements to Lots 1 to 7 of the Spruce Townhomes Plat as specifically shown and described on the Spruce Townhomes Plat.

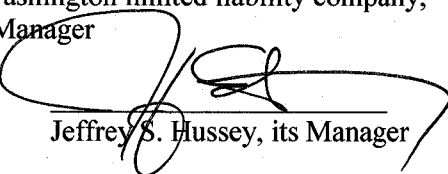
13.2 Visitor Parking Areas Assigned to Spruce Townhomes Neighborhood. Declarant hereby assigns and designates Visitor Parking Areas located within the Common Elements to the Spruce Townhomes Neighborhood as specifically shown and described on the Spruce Townhomes Plat.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amended and Restated Declaration of Covenants, Conditions and Restrictions as of the date and year first written above.

“Declarant”

**Pine Glades Development, LLC,
a Wyoming limited liability company**

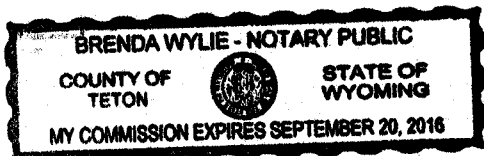
By: Fluid Capital, LLC,
a Washington limited liability company,
its Manager

By: 
Jeffrey S. Hussey, its Manager

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Jeffrey S. Hussey, as Manager of Fluid Capital, LLC, a Washington limited liability company, as Manager of Pine Glades Development, LLC, a Wyoming limited liability company, this 18th day of September, 2014.

Witness my hand and official seal.



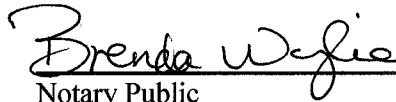

Notary Public
My commission expires: 9/20/16

EXHIBIT "A"
TO DECLARATION

Spruce Condominiums
Condominium Common Elements Ownership

Unit	Ownership Percentage of Condominium Common Elements
1-1	50%
1-2	50%