

FIRST AMENDED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GOLF CREEK RANCH

Adopted this 17 day of August, 2020

THIS FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GOLF CREEK RANCH (the "First Amended Declaration" or the "Covenants") is adopted by the Owners of seventy-five percent (75%) or more of the Lots within the Golf Creek Ranch Subdivision ("Golf Creek Ranch"), to be effective as of the date of recordation in the Office of the Teton County, Wyoming Clerk. This Amended Declaration supersedes and replaces in its entirety that Declaration of Covenants, Conditions and Restrictions of Golf Creek Ranches Subdivision for Golf Creek Ranch recorded in the Office of the Teton County, Wyoming Clerk on December 5, 1978 at Book 79, Page 297 (the "Original Declaration"). The signed Owner Consents adopting this First Amended Declaration are included in the "Certification of Adoption" recorded contemporaneously herewith.

RECITALS

WHEREAS Golf Creek Ranch consists of four (4) clusters of townhomes: Golf Creek Ranch Group I – Clustered Houses ("Golf Creek Ranch Group I") as shown on Plat No 368 recorded in the Office of the Teton County, Wyoming Clerk on February 23, 1979; Golf Creek Ranch Group II – Clustered Houses ("Golf Creek Ranch Group II") as shown on Plat No. 359 recorded in the Office of the Teton County, Wyoming Clerk on December 5, 1977; Golf Creek Ranch Group III – Clustered Houses ("Golf Creek Ranch Group III") as shown on Plat No. 378 recorded in the Office of the Teton County, Wyoming Clerk on June 29, 1979; and Golf Creek Ranch Group IV – Clustered Houses ("Golf Creek Ranch Group IV") as shown on Plat No. 386 recorded in the Office of the Teton County, Wyoming Clerk on August 20, 1979. Plats 368, 359, 378 and 386 are hereinafter collectively referred to as the "Golf Creek Ranch Plats" or the "Plats").

WHEREAS the Original Declaration was recorded in the Office of the Teton County, Wyoming Clerk on December 5, 1978 at Book 79, Page 297 to govern Golf Creek Ranch – Group II.

WHEREAS Golf Creek Ranch Group I was made subject to the Original Declaration pursuant to that Supplementary Declaration of Covenants, Conditions and Restrictions for Group I – Clustered Houses, recorded in the Office of the Teton County, Wyoming Clerk on May 21, 1979 at Book 85, Page 449.

WHEREAS Golf Creek Ranch Group III was made subject to the Original Declaration pursuant to that Supplementary Declaration of Covenants, Conditions and Restrictions for Group III – Clustered Houses, recorded in the Office of the Teton County, Wyoming Clerk on July 9, 1979 at Book 88, Page 123.

WHEREAS Golf Creek Ranch Group IV was made subject to the Original Declaration pursuant to that Supplementary Declaration of Covenants, Conditions and Restrictions for Group IV – Clustered Houses, recorded in the Office of the Teton County, Wyoming Clerk on August 28, 1979 at Book 90, Page 294.

WHEREAS Article VIII, Section 3 of the Original Declaration states: "This Declaration may be amended during the first twenty (20) year period by an instrument signed by owners representing not less than ninety percent (90%) of the units, and thereafter by an instrument signed by owners representing not less than seventy-five percent (75%) of the units."

WHEREAS as demonstrated by the signed "Consent of Owner" forms attached to the Certification of Adoption recorded contemporaneously herewith, this First Amended Declaration was approved by an affirmative vote of the record Owners of seventy-five percent (75%) or more of the units in Golf Creek Ranch, and this First Amended Declaration shall be recorded against title to the Lots, pursuant to the terms and conditions set forth herein.

NOW THEREFORE, the undersigned, representing at least seventy-five percent (75%) of the Owners of the units in the Golf Creek Ranch Subdivision, hereby adopts this First Amended Declaration as set forth herein. The Golf Creek Ranch Property, and all parts thereof, shall be owned, held, sold, conveyed, leased, used, and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of Golf Creek Ranch. These Covenants shall run with the real property and be binding on all parties having any right, title, or interest in the described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I – DEFINITIONS

Section 1. "Association" shall mean and refer to the Golf Creek Ranch Homeowner's Association, a Wyoming nonprofit corporation, its successors and assigns.

Section 2. "Board" shall mean the Board of Directors of the Association.

Section 3. "Bylaws" shall mean and refer to the Bylaws of the Association and any amendment thereto.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, as shown on the Golf Creek Ranch Plats. The Common Area includes all portions of the Property that are not an individual Unit or an assigned garage space. Each Lot has an undivided interest in the Common Area.

Section 5. "Common Services" shall mean all services on the Common Areas, services on the exteriors of the buildings within Golf Creek Ranch, and other services performed by the Association as set forth herein.

Section 6. "Lot" shall mean and refer to each individual numbered Lot set forth on the Golf Creek Ranch Plats. A Lot shall consist of the Dwelling Unit, the decks, and the assigned garage space for each Unit. The Common Area is not considered a Lot.

Section 7. "Member" shall mean and refer to the Owner of each Lot, but does not include persons or entities that hold an interest merely as security for the performance of an

obligation. If a Lot is owned by more than one person or entity, all co-Owners shall share the privileges of membership.

Section 8. "Owner" shall mean and refer to the record Owner of a Lot whether one or more persons or entities, of a fee simple title to any Lot, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Property" shall mean and refer to all of the property shown on the Golf Creek Ranch Plats, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 10. "Rules and Regulations" shall mean those rules and regulations adopted by the Board of Directors, as may be modified from time to time.

Section 11. "Tenant" shall mean a person or person renting a Unit from an Owner.

Section 12. "Dwelling Unit" or "Unit" has the same meaning as the term "Lot" as identified above.

ARTICLE II – PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Property, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association;

(b) the right of individual owners to the exclusive use of parking spaces and garage stalls as further provided in this Article, and in Article III of these Covenants;

(c) the right of the Association to install or repair underground utilities as the Association deems reasonable;

(d) the right of the Association to limit the caretaker's unit upon the Common Area for the exclusive use of the Association's caretaker; and

(e) the Bylaws of the Association and all Rules and Regulations promulgated by the Board.

Section 2. Limitation to Residential Use. Each Lot is intended to be used for residential purposes. No business or profession of any nature shall be conducted on any Lot, and no building or structure shall be used or adapted for business or professional purposes, provided, however, that these prohibitions shall not preclude home offices or businesses that do not involve other persons coming onto the Property or cultural activities in the home, such as painting,

sculpturing, writing, music, art and craft work, and similar cultural activities; even if such activities may bring remuneration to the person or persons participating therein. No home office or business as described herein may create any odor or noise that causes a nuisance to adjoining Owners, nor shall any home office or business be used to maintain inventory intended for distribution. Any business activities on a Lot must comply with all Teton County zoning requirements.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his/her right of enjoyment to the Common Area and facilities to the members of his/her family, his/her tenants, or contract purchasers who reside on the Property.

Section 4. Parking Rights. Ownership of each Lot entitles the Owner thereof to the exclusive use of not more than one (1) outdoor automobile parking space, as designated by the Association and one (1) garage stall as designated on the Plats, subject to the restrictions set forth in Article III, Section 5 below.

ARTICLE III – DEVELOPMENT AND USE OF THE PROPERTY

Section 1. Livestock; Pets. No livestock is allowed on the Property. No more than two (2) household pets shall be kept or maintained on any Lot occupied by any Owner, except as provided herein. No pets may be kept on any Lot occupied by a Tenant. Dogs must be kept on a leash or in close, voice control at all times while outside of a Unit so as not to cause a nuisance to neighboring Owners or Tenants. Dogs shall not run at large or harass or endanger wildlife. Dog owners must promptly clean up all dog waste, and Owners will be billed by the Association for all such clean-up costs incurred.

Section 2. Noxious or Offensive Activities. No noxious or offensive activity shall be permitted on any Lot. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare for any adjacent Lot Owner. No unreasonably loud or annoying noises, or noxious or offensive odors shall be emitted in a manner that causes a nuisance to the Property or neighboring properties. Owners shall not conduct any activities that interfere with the use of the golf course and shall not trespass upon the golf course property.

Section 3. Wildlife Protection. It is well established that wildlife species may live on or wander through portions of the Property during various times of the year. Feeding of wildlife, is prohibited.

Section 4. Trash. All garbage and trash shall be placed and kept in waterproof containers and placed in the trash shed. No loose trash is allowed in the trash sheds.

Section 5. Parking and Garages. Each Unit is assigned one (1) garage space on the Plats. Garages each have one (1) stall, with the exception of the garage for Lot 44, which is wide enough to maintain two stalls. In addition, each Unit is assigned one (1) outdoor parking space. Parking in the outdoor spaces is limited to vehicles. No ATVs, Recreational Vehicles, snowmachines, campers, boats, or trailers are allowed to be parked in the outside spaces on the Property, unless a specific area has been designated by the Association, and then only in

accordance with any rules or regulations for the parking area. Campers or RVs can be brought to the Property on a temporary basis for not more than one (1) day for loading or unloading. No Owner shall keep on the Property more than the number of vehicles for which it has garage and outdoor parking space. It is each Owner's obligation to ensure that Tenants abide by parking regulations.

Section 6. Common Area. No Owner may place any furniture or structure (including bike racks, tents, and hammocks) within the Common Area, nor may any Owner landscape or plant within the Common Area without approval from the Board.

Section 7. Satellite Dishes. Satellite dishes shall be no larger than thirty-nine (39) inches in diameter, must be placed in an unobtrusive location, and may not be installed in, on or over the Common Area. Installation of satellite dishes must be approved by the Association, provided the Board shall abide by all FCC regulations with respect to installation and use, including that there shall be no unreasonable delay in preventing subscribers from receiving a signal. For safety purposes, a professional installer must install the satellite dish. Any damage resulting from the installation of a satellite dish shall be the sole obligation of the Owner and the Association shall not be liable in any manner.

Section 8. Exterior Window Coverings; Air Conditioning Units. No shades, awnings, or window coverings are allowed on the exterior of any Unit. Exterior air conditioning units are prohibited.

Section 9. Propane/Flammable Substances; Fire Pits. No propane or other flammable or dangerous substance, other than fuel used for gas grills or barbeques may be stored anywhere on the Property, including within the Units. No fire pits are allowed.

Section 10. Short-Term Rentals. Pursuant to Section 6.1.5.C.2 of the current Teton County Land Development Regulations (the "LDRs"), the Units on the Property are located within the "Lodging Overlay" and therefore are permitted to be rented on a short-term basis (less than thirty-one (31) days at a time). The findings in the LDRs pertaining to the establishment of the Lodging Overlay state, "[a]s a resort and residential community, a balance must be maintained between the amount of lodging available to visitors and concomitant visitor and resident services. The balance between these uses is necessary if the community is to retain its resident population and its attraction to visitors....The purpose of the Lodging Overlay is to provide lands which are appropriate for lodging uses, and to ensure that a balance is maintained between the amount of lodging uses and other visitor and resident-oriented uses and services." LDR Section 6.1.5.A.2.

In furtherance of the goals stated in the LDRs, to maintain the quality, value, and desirability of the Property, and to ensure that the above-described easement of enjoyment for all Owners is maintained, the following restrictions apply to all Units used for short-term rentals:

(a) The Owner shall provide the Board or its designee contact information (name, telephone number, email) for a person or Property Management business in Teton County, Wyoming that is available to respond to any problem or emergency that arises.

(b) Short-term rentals shall be for a minimum of four (4) consecutive nights.

(c) All Lease Agreements for short-term rentals must include the Rules and Regulations for Golf Creek Ranch which set forth the regulations of the Association related to parking, noise, trash, nuisance, and other matters which impact the Owners and Tenants of Golf Creek Ranch. The Golf Creek Ranch Rules and Regulations must be signed by all Tenants prior to arrival. While the Property Manager will attempt to address violations with Tenants directly, Owners are ultimately responsible for Tenant violations and shall promptly remit any fines accrued as a result of said violations.

Section 11. Signs. No signs, notices or advertisements shall be placed in any window, on the exterior or any Unit or in the Common Area.

Section 12. Extended Vacancies. Owners shall notify the Property Manager when a Unit will be vacant for more than two (2) weeks so that water can be turned off. At the Owner's request, water will be left on so long as the Owner confirms that the Unit has a system in place to regulate the Unit's temperature to prevent pipes from freezing. If an Owner fails to provide such notice, or if an Owner requests that water be left on, the Owner may be liable for any damage caused by the failure to shut off the water, including but not limited to: burst pipes, frozen pipes, and leaks.

Section 13. Landscaping. Owners are responsible for the planting and landscaping around their Unit, and for maintaining such landscaping in good condition. Owners are prohibited from landscaping within the Common Area without written approval from the Board.

Section 14. Tree Cutting. No tree cutting is allowed on the Property without written approval from the Board.

Section 15. Pond and Creek. Wading, fishing, and swimming in the pond or creek in Golf Creek Ranch are prohibited. It is the duty of Owners to undertake the necessary supervision of children and dogs to ensure that no wading or swimming occurs, and to take appropriate action to avoid the risk of drowning. All Owners agree for themselves and their family members that they have assumed the risks of, and forever waive and release any claims they may have against the Association and its respective members, officers, employees, successors and assigns, which in any way arise out of any hazard to life, limb, or property arising out of the pond and creek on the Property.

Section 16. Property Boundaries. The Property's southern boundary is adjacent to the Jackson Hole Golf and Tennis Club Golf Course. Owners must respect this property boundary at all times and not trespass. Owners whose Lots lie along the southern boundary of the Property must ensure that all personal property and landscaping is located only within the Owner's Lot and must advise Tenants of the same.

ARTICLE IV – MEMBERSHIP IN THE ASSOCIATION; VOTING RIGHTS

Section 1. General. The Association is a Wyoming nonprofit corporation governed by the Board of Directors which shall be elected in accordance with the Bylaws. The Board shall administer and enforce the provisions of this First Amended Declaration.

Section 2. Membership; Voting. Membership in the Association shall be appurtenant to each Lot and shall not be subject to severance from any Lot. Each Lot shall have one (1) vote to be cast upon any matter to be decided by a vote. If there is more than one (1) person or entity owning a Lot, the vote of such Lot shall be cast as determined by the Owners of such Lot. In the event of any disagreement among joint Owners, the Board shall have the right to disqualify such Lot from voting on an issue unless or until the joint Owners of such Lot have reached agreement regarding the vote.

Section 3. Meetings. The Board shall conduct an annual meeting of Members, and may conduct additional Member meetings as deemed necessary. All matters pertaining to meetings, including conduct of meetings, notices thereof, quorums, and provisions for voting in person or by proxy, shall be conducted in accordance with the Bylaws.

Section 4. Authority and Duties of the Board. Pursuant to the powers and authority vested in it by Wyoming law, and in accordance with the Articles of Incorporation and Bylaws of the Association, the Board shall have the full power and authority to manage the business and affairs of the Association, including adopting budgets for Common Services and regular and special assessments, and adopting Rules and Regulations consistent with these Covenants and the Bylaws. The Board shall be responsible for the enforcement and administration of this First Amended Declaration, and other covenants for which the Board is legally responsible. The Board has the authority to contract with a property management company, and/or contractors to provide any services related to the Property.

Section 5. Limitation of Liability. No member of the Board shall be liable to any party for any action or inaction with respect to any provision of these Covenants, provided that such Board member has acted in good faith. No member of the Board shall have any personal liability in contract to a Lot Owner or any other person or entity under any agreement or transaction entered into by a Board member on behalf of the Association.

ARTICLE V – COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner by acceptance of a deed for any Lot owned, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) annual assessments or charges;
- (b) special assessments for capital improvements; and

(c) all monetary fines assessed by the Board of Directors; such assessments to be established and collected as hereinafter provided.

The annual and special assessments and fines, together with interest, costs, fines, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to (i) promote the recreation, health, safety, and welfare of the Owners; (ii) for the improvements and maintenance of the Common Area and the exteriors of the buildings situated upon the Property; (iii) for the administration and operation of the Association; (iv) for enforcement of this First Amended Declaration as deemed necessary by the Board; and (v) to ensure that the Association maintains adequate reserves for repairs and capital improvements.

In addition, said assessments shall be utilized to provide insurance as follows:

(a) the Association shall insure, or cause to be insured, all structures and building on the Property for their full insurable replacement cost in the event of fire, vandalism, or other causes, including extended coverage;

(b) the Association will insure any Association-owned personal property for its full insurable value;

(c) the Association will carry liability insurance, in an amount determined by the Board of Directors, covering bodily injury, property damage, personal injury, non-owned auto liability and comprehensive general liability;

(d) the Association shall carry a blanket bond to cover all directors and officers and employees in an amount determined by the Board;

(e) the Association shall carry Directors' and Officers' liability insurance in an amount deemed appropriate by the Board; and

(f) the Association may carry any other insurance it deems desirable, however, **Owners are responsible for insuring the following, for which no coverage will be provided by the Association:**

- (i) Improvements and betterments added to the Unit since the original sale;
- (ii) Owners' personal property;
- (iii) Owners' living expenses if Unit were to become uninhabitable due to damage or destruction; and
- (iv) Owners' personal liability for accidents occurring in any Unit.

Section 3. Maximum Annual Assessment.

(a) The maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Members.

(b) The maximum annual assessment may be increased more than ten percent (10%) above the maximum assessment for the previous year by a vote of two-thirds (2/3) of the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized in Article V, Section 3 above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the exterior of the Units or the Common Area, provided that any such assessment shall have the assent of two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3(b) and 4. Written notice of any meeting called for the purpose of taking any action authorized under Article V, Section 3(b) or 4 shall be sent to all Members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. A Member who attends a meeting via telephone or videoconferencing, as described in Article IV, Section 3 is deemed present at the meeting for the purpose of voting and establishing a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Annual Assessment Due Dates. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment or fine not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessment and fines provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI – ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition, change or alteration to any structure be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing by the Board, or by an architectural committee composed of three (3) or more representatives appointed by the Board. All proposals shall be evaluated against these Covenants and as to harmony of the external design and location of the proposed addition, change or alteration in relation to surrounding structures and topography. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII – PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the townhomes upon the Property and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who, by his negligent or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Mediation. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the parties shall first seek to resolve the dispute by mediation, with each party paying its own fees. If mediation is not successful in resolving the dispute, the parties may proceed to arbitration or to have the matter heard in a court of competent jurisdiction in Teton County, Wyoming.

ARTICLE VIII – MAINTENANCE OBLIGATIONS OF THE ASSOCIATION AND THE OWNERS

Section 1. Maintenance to be Performed by the Association. In addition to maintenance upon the Common Area, the Association shall, primarily for purposes of maintaining the appearance and value of the building improvements, provide exterior maintenance upon each Lot subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, periodic power washing/staining of wooden decks, and maintenance and repair of utilities. The Association shall also maintain the exteriors of all garages, including garage doors and the electric garage door equipment so long as damage or need for repair is not caused by the Owner's misuse or negligence. Interior maintenance or repairs required as a result of water damage from a roof leak will be paid for by the Association. Repair of anything that would otherwise be the obligation of the Owner that is caused by the action of the Association or its designees shall be paid for by the Association.

Section 2. Maintenance to be Performed by Owners. Exterior maintenance for the buildings that is the obligation of the Owners includes: windows or other glass surfaces, screens, foundations, and deck/porch repair or replacement. Maintenance of the entirety of the interior of each Unit is the responsibility of the Owner. In the event that the need for maintenance or repair of the Common Area of the exterior of a building that would otherwise be paid for by the Association is caused through the willful or negligent act of an Owner, his/her family, guests, Tenant, or invitees, said damage shall be repaired promptly at the Owner's sole expense, upon consultation with the Property Manager or Board. If repair is not completed within thirty (30) days, or such other timeframe agreed upon by the Owner and the Association, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject. Owners shall immediately report any known damage or required maintenance or repair to the Association.

ARTICLE IX – GENERAL PROVISIONS

Section 1. Enforcement.

(a) The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this First Amended Declaration, the Bylaws, or the Rules and Regulations. Every Owner hereby consents to the entry of an injunction against him or her,

and his or her Tenants or guests, to terminate and restrain any violation of these Covenants. Any violation of these Covenants or the Rules and Regulations by a Tenant is the responsibility of the Owner.

(b) Any Owner who violates these Covenants, or otherwise uses or allows a Lot to be used or developed or neglected in violation of these Covenants further agrees to pay all costs incurred by the Board or other Owners in enforcement, including reasonable attorney's fees, costs, and expenses.

(c) The Association shall have a lien against each Lot and the improvements thereon to secure the payment of any billing for regular assessments, special assessments, fines, charges, or penalties, or other sums due and payable by any Owner to the Association under this First Amended Declaration, which is not paid within the time provided by these Covenants, plus interest from the date of demand for payment at the rate of eighteen percent (18%) per annum. The Board is authorized to record a notice of lien in the Office of the Teton County, Wyoming Clerk which shall include a description of the Lot and the name of the Owner thereof and the basis for the amount of the lien. Any lien may be foreclosed in the manner provided for foreclosures of mortgages by the laws of the State of Wyoming, including by advertisement and sale. In addition to the principal amount of the lien plus interest, the Board shall be entitled to the payment of all costs incurred in the establishment or enforcement of any lien, including costs, expenses, and attorney's fees, as herein provided. Alternatively, the Board shall have the right to initiate civil proceedings as allowed by Wyoming law to collect any delinquent assessment, billing for Common Services and/or penalty, or to enforce any of the covenants, conditions or restrictions contained herein.

(d) In accordance with the Bylaws, the Board shall have the right to levy reasonable monetary fines for the violation of any of the provisions of this First Amended Declaration or the Rules and Regulations. Imposition of fines shall be in accordance with the procedures set forth in a "Fine Policy," and the amount of each fine shall be set pursuant to a "Fine Schedule" both of which shall be adopted by the Board in accordance with the Bylaws. Unpaid fines, along with any costs and fees associated with collection and reasonable attorney's fees incurred by the Board in the collection of said fines shall constitute a lien on the Owner's Lot and shall be enforced, collected, and otherwise treated in accordance with Article V of this First Amended Declaration. The issuance of a fine does not preclude further legal action by the Board if the fine is not paid, or if the violation is ongoing or resumes. Any fine issued to a Tenant is the responsibility of the Owner.

(e) Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of the covenants or restrictions contained in this First Amended Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Duration of Covenants/Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall be automatically extended for successive

periods of ten (10) years. This Declaration may be amended by the affirmative, written vote of Owners representing no less than seventy-five percent (75%) of the Units. Any amendment must be recorded in the Office of the Teton County, Wyoming Clerk.

Section 4. Annexation.

Additional residential property and Common Area may be annexed to the properties with the consent of two-thirds (2/3) of the Owners.

**ARTICLE X – LOTS SUBJECT TO DECLARATION,
BYLAWS, RULES AND REGULATIONS**

All present and future Lot Owners, Tenants, mortgagees and occupants of Units where applicable, shall be subject to and shall comply with the provisions of this First Amended Declaration, the Bylaws as they may be amended from time to time, and to any Rules and Regulations which may be adopted by the Association. The acceptance of a deed or conveyance or the entering into a lease or the entering into occupancy of a Lot shall constitute agreement that the provisions of this First Amended Declaration, the Bylaws, and the Rules and Regulations which may be adopted by the Association and as they may be amended or supplemented from time to time, are accepted and ratified by such Lot Owner, Tenant, occupant, or mortgagee and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

IN WITNESS WHEREOF, upon confirming that Owners of seventy-five percent (75%) or more of the Lots within the Golf Creek Ranch Subdivision have executed a Consent approving the The annual meeting and other meetings may be conducted in-person, or via telephone or videoconference, provided that all persons participating in the meeting (whether in-person or electronically) can communicate with each other contemporaneously. Where a meeting is held in-person, a telephone and/or videoconference option shall be provided to allow Owners who so desire to participate and vote remotely. First Amended and Restated Declaration of Covenants, Conditions, and Restriction for Golf Creek Ranch, the Association has adopted this First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Golf Creek Ranch to be effective as of the date of recordation in the Office of the Teton County, Wyoming Clerk.

SIGNATURE ON FOLLOWING PAGE

Dated this 17th day of AUGUST, 2020

Golf Creek Ranch Homeowner's Association, a
Wyoming nonprofit corporation

By: Patricia A. Green
Its: President

STATE OF WYOMING)
)
COUNTY OF TETON) SS

On this 17th day of August, 2020, the foregoing First Amended Declaration of Covenants, Conditions and Restrictions was acknowledged before me by Patricia A. Green, President of the Golf Creek Ranch Homeowner's Association.

WITNESS my hand and official Seal.



By: Karin M. Larson
Notary Public

My Commission Expires: 8.22.2024