

**FIRST AMENDMENT  
TO THE  
DECLARATION OF THE CEDARWOODS OF JACKSON HOLE TOWNHOMES**

This First Amendment to the Declaration of the Cedarwoods of Jackson Hole Townhomes has been approved to by the affirmative vote of at least two-thirds (2/3) of the votes of Unit Owners in the Association.

WHEREAS, the Declaration of the Cedarwoods of Jackson Hole Townhomes was recorded in the Office of the Teton County Clerk, Teton County, Wyoming on February 12, 1981 at Book 108, Pages 635-669 ("Declaration").

WHEREAS, the Declaration applies to The Cedarwoods of Jackson Hole Townhomes according to those plats recorded in the Office of the Teton County Clerk, Teton County, Wyoming as Plat Nos. 435 and 508 ("The Cedarwoods");

WHEREAS, Article VII of the Declaration provides that it may be amended by the affirmative vote of at least two-thirds (2/3) of the votes of Unit Owners in the Association; and

WHEREAS, at least two-thirds (2/3) of the votes of Unit Owners (as the term is defined in the Amended and Restated Declaration) in the Association approved this First Amendment.

NOW THEREFORE, the Amended and Restated Declaration is hereby amended as follows:

1. In recognition of the fact that The Cedarwoods of Jackson Hole Townhomes are, in fact, condominiums, the title of the Declaration shall be revised to read:

DECLARATION OF CONDOMINIUM OF THE CEDARWOODS OF  
JACKSON HOLE TOWNHOMES.

2. Article I, Section 1, Association, shall be deleted in its entirety and replaced with the following:

"Association" shall mean and refer to The Cedarwoods of Jackson Hole Homeowners' Association, a Wyoming nonprofit corporation, and its successor and assigns."

3. Article I, Section 2, Property or "Properties", shall be deleted in its entirety and replaced with the following:

"Property" or "Properties" shall mean and refer to certain real property that has been platted as "The Cedarwoods of Jackson Hole Townhomes according those to plats recorded in the Office of the Teton County Clerk, Teton County, Wyoming as Plat Nos. 435 and 508 (sometimes referred to as the "Phase I Map" and "Phase II Map," respectively), together with such additions and improvements thereto as may hereafter be conveyed or brought within the ownership or jurisdiction of the Owners and the Association. The term "Phase I Property" shall refer to that portion of the Property as reflected on Plat No. 435; and term "Phase II Property" shall refer to that portion of the Property reflected on Plat No. 508.

4. The second sentence of Article I, Section 3, "General Common Elements" or "Common Areas", is hereby deleted in its entirety.

5. Article I, Section 9, Management Committee, is hereby revised to read as follows:

"Management Committee" shall mean the Board of Directors of the Association.

6. The following new Section 10 shall be added to Article I:

Section 10. "Bylaws" shall mean the bylaws of the Association attached hereto as Appendix A, as they may be amended from time to time without need for recording an amendment to this Declaration, and as they may be reasonable deemed to apply to the Association, a Wyoming nonprofit corporation.

7. The following new Section 11 shall be added to Article I:

Section 11. "Rules," "house rules" and "rules and regulations" shall mean the rules and regulations adopted by the Management Committee pursuant to authority under Article VIII, Section 3.A of this Declaration.

8. The last sentence of Article II, Section 2, Voting, is hereby revised to read follows:

Thus, there shall be a maximum of thirty-two (32) votes in the Association.

9. The second sentence of Article II, Percentages of Undivided Interest in Common Areas and Facilities, is hereby deleted in its entirety.

10. Article IV, Section 2, Share of Common Expenses, is hereby revised to read follows:

Share of Common Expenses. Each Unit Owner shall be liable for a proportionate share of the common expenses, such share being the same as the percentage of undivided interest in the Common Area and facilities appurtenant to the Unit owned by the Unit Owner as set forth herein.

11. Article IV, Section 4, Rental Upon Foreclosure, is hereby deleted in its entirety and replaced with the following:

Section 4. Remedies of the Association for Non-Payment. The Association may bring an action at law against the Unit Owner personally obligated to pay the same, or foreclose the lien against the Unit involved. Unless specifically agreed in writing, liability for payment of assessments shall be joint and several against any and all persons and/or entities holding or claiming an ownership interest in the Unit concerned. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his/her Unit. Owner shall be responsible for all costs of collections, including attorney's fees.

12. Article V, Section 11, Compliance with Rules and Regulations, is hereby revised to read follows:

A Unit Owner shall not violate any of the rules and regulations for the use of Units, Common Area and facilities or Limited Common Areas and facilities adopted by the Management Committee and furnished in writing to the Unit Owners.

13. Article V, Section 13, Declarant's Use During Construction and Sale, is hereby deleted in its entirety.

14. Article VI, Agent for Service of Process, is hereby deleted in its entirety.

15. The title of Article VIII, Association of Unit Owners; Management Committee, is hereby revised to read: "Association; Management Committee".

16. Article VIII, Section 1, "Name of Association and Legal Status", is hereby deleted in its entirety and replaced with the following:

Section 1. Legal Status. The Owners do not constitute an association or entity of any kind, and the sole legal entity charged with duties outlined below in this Article VIII shall be the Association. The name of the Association shall be the name in which contracts shall be entered into, title to property shall be acquired, held, dealt in and disposed of, bank accounts shall be opened and suit shall be brought and defended on behalf of and as agent for the Owners in the manner specified in this Declaration, its Articles of Incorporation, its Bylaws, or applicable law.

17. The first paragraph of Article VIII, Section 3, Powers and Duties of Management Committee, is hereby revised to read as follows:

The Management Committee shall have all of the power, duties and responsibilities which are now or may hereafter be provided by the Wyoming Nonprofit Corporation Act (W.S. 17-19-101 et seq.) as it may be amended from time to time, this Declaration and the Bylaws, including but not limited to the following:

18. [Article IX, Section 2: does the board wish to amended this section to require that removal of snow from decks be considered part of “maintenance” which, if not completed by the owner, can be completed by the Association at the expense of the owner?]

19. The following new section 9 shall be added to Article X:

Section 9. Directors and Officers Coverage. The Management Committee may obtain and continue in effect directors and officers liability coverage with policy limits deemed prudent by the Management Committee.

20. Article XIV, Section 2, Leases Allowed, is hereby revised to read as follows:

Units shall be leased only for residential purposes.

21. Article XX, Enforcement, shall be deleted in its entirety and replaced with the following:

## ARTICLE XX

### Enforcement

Section 1. Enforcement. 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 Declaration. 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. Violation Constitutes Nuisance. Every act or omission, whereby any covenant, condition or restriction in this Declaration set forth, if violated in whole or in part, is declared to be and shall constitute a nuisance and may be abated by the Association or their successors in interest and/or by any Unit Owner; and such remedies shall be deemed cumulative and not exclusive.

Section 3. Fines; Costs of Enforcement. The Management Committee may propose a schedule of reasonable fines for violations of this Declaration or for rules and regulations for approval by a majority of the members present either in person or by proxy at an annual or special meeting. The presence or proxies of one-third (1/3) of Unit Owners shall constitute a quorum for the purpose of approving a fine schedule. Once such fine schedule is approved, any Unit Owner who violates this Declaration agrees to pay such fine according to the approved fine schedule. Any Unit Owner further agrees to pay all costs incurred by the Association or any Owner in enforcing this Declaration, including but not limited to collection costs and reasonable attorneys' fees whether or not suit is actually filed.

Section 4. Construction and Validity of Restrictions. 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 anyone 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 Declarants, grantor and grantee, their heirs, successors and assigns shall be bound by each Article, Section, subsection, paragraph, 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.

Section 5. No Waiver. The failure of the Management Committee or its agents to insist, in one or more instances, upon the strict performance of any of the terms, 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

Management Committee 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 Management Committee of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Management Committee.

IN WITNESS WHEREOF, this First Amendment is executed this 5<sup>th</sup> day of May, 2017.

The Management Committee of The Cedarwoods of Jackson Hole Homeowners' Association, an unincorporated association:

[Separate signature pages follow.]