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AMENDMENT TO RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR
SOUTHEAST FORTY TOWNHOUSES

This instrument ("First Amendment") is made by not less than 75% of the Owners within the Southeast Forty Townhouses Subdivision in Jackson, Teton County, Wyoming.

WHEREAS, the developer executed and recorded in the public records of Teton County, Wyoming, on August 8, 1980 in Book 102, pages 78-92, a certain Declaration Of Covenants, Conditions And Restrictions for Southeast Forty Townhouses in Jackson, Teton County, Wyoming; and

WHEREAS the developer later executed and recorded in the public records of Teton County, Wyoming, on January 14, 2004 in Book 538, pages 450-458 a certain Restated Declaration Of Covenants, Conditions And Restrictions for Southeast Forty Townhouses in Jackson, Teton County, Wyoming; ("Covenants") which superseded and replaced in their entirety the original 1980 covenant filing cited above; and

WHEREAS, Section 3 of Article VIII of the Covenants provides that the same may be amended, by the written consent of the 75% of the Owners; and

WHEREAS, the Southeast Forty Townhouses Association (HOA) and the Owners desire to amend the Covenants to provide amongst other things for setting forth owner responsibility for certain maintenance and repairs and HOA responsibility for certain maintenance and repairs;

GRANTOR: SOUTHEAST FORTY TOWNHOUSES*
GRANTEE: THE PUBLIC
Doc 0959546 Filed At 15:52 ON 11/01/18
Sherry L. Daigle Teton County Clerk fees: 95.00
By Mary D Antrobus Deputy

NOW THEREFORE, the Southeast Forty Townhouses Association and not less than 75% of the Owners hereby declare that all of the Southeast Forty Townhouses Lots shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following provisions, covenants, conditions and restrictions, all of which are for the purpose of preserving and maintaining the natural character and value of the Lots. The Covenants and this Amendment shall run with the Lots and shall be binding on all parties having or acquiring any legal or equitable interest in or to the Lots, and shall inure to the benefit of all of the owners of the Lots or any part thereof.

Section 1. Common Area of Article VII, Exterior Maintenance, is deleted in its entirety and replaced with the following:

Section 1. Common Area. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Unit owners. The Common Area to be owned by the Association at the time of the conveyance.

2) Section 2. Lots of Article VII, Exterior Maintenance, is deleted in its entirety and replaced with the following:

Section 2. Lots.

A) Association Responsibilities: (1) The Association shall cause or provide exterior maintenance upon each Lot as follows: repair, replacement and care of roofs, exterior surfaces and other exterior improvements. Such exterior maintenance shall not include glass surfaces nor the exterior of the garage doors.

(2) The Association shall maintain and repair the exterior of the chimneys and provide routine chimney sweeping.

(3) The Association shall provide maintenance of gutters as more particularly described in subsection (6) of Owner Responsibilities below.

B) Owner Responsibilities: (1) Owners shall be solely responsible for painting and staining the exterior of their unit, the color of which must be approved in writing by the Association. In the event an Owner fails to paint or stain their unit in accordance with the schedule promulgated by the Board, the Association may cause the same to be painted and/or stained, the cost of which shall be included as an assessment charged to the Owner along with an appropriate fine to also be charged as an assessment. In accordance with Section 5, Rules And Regulations, of Article VIII, General Restrictions, of the Covenants, the Board may enact Rules & Regulations regarding painting and staining of the units.

(2) Owners shall be solely responsible for maintenance of the interior of their respective unit including the garage.

(3) Owners shall be solely responsible for the exterior of their respective garage door as well as all glass surfaces.

(4) Owners shall be solely responsible for maintenance and repair of their foundation. Any foundation shared by an adjacent unit shall be jointly maintained and repaired in accordance with Article VI, Party Walls.

(5) Decks: Owners shall be solely responsible for the installation, replacement, repair, and maintenance of their respective deck.

(6) Gutters: Owners shall be solely responsible for installation and replacement of any gutters. Once properly installed at the Association's approval, the Association shall provide maintenance thereafter at its expense. Should a gutter need to be replaced, the Owner shall pay the cost thereof.

(7) In accordance with Section 5, Rules And Regulations, of Article VIII, General Restrictions, of the Covenants, the Board may enact Rules & Regulations delegating HOA/Owner responsibilities not otherwise covered in the Covenants or this Amendment.

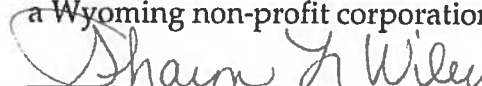
3) Section 3 of Article VIII, Amendment, is deleted in its entirety and replaced with the following:

The Covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of the original Declaration, recorded August 8, 1980, after which they shall be automatically extended for successive periods of then (10) years. This Declaration may be amended only by an instrument signed in person or electronically by not less than seventy-five percent (75%) of the Owners or their respective legally appointed and duly authorized guardian, conservator, executor or administrator. Any such Amendment shall be signed by the President of the Association and filed with the Teton County Clerk.

4) All terms and conditions contained within the original Covenants not in conflict herewith are deemed to survive and be of full force and effect.

IN WITNESS WHEREOF, This Amendment To Restated Declaration Of Southeast Forty Townhouses Covenants, Conditions And Restrictions is executed this 10/29/18 day of ~~November~~, 2018 by the President of the Southeast Forty Townhouses Association who does state that the foregoing instrument is signed by not less than 75% of the Owners whose signatures are attached hereto.

Southeast Forty Townhouses Association,
a Wyoming non-profit corporation:


Sharon Wiley, President

STATE OF WYOMING)
)
COUNTY OF TETON)