

GRANTOR: GROS VENTRE NORTH ASSOCIATION

GRANTEE: THE PUBLIC

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By Carla Douglas Deputy Clerk

**FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GROS VENTRE  
NORTH SUBDIVISION**

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GROS VENTRE NORTH SUBDIVISION (the "First Amendment") is adopted and approved by not less than seventy-five percent (75%) of Lot Owners in the Gros Ventre North Association, a Wyoming nonprofit corporation (the "Association"), to be effective upon the date of recordation in the Office of the Teton County, Wyoming Clerk.

**RECITALS**

WHEREAS the Gros Ventre North Subdivision consists of the following real property: (i) those properties platted as the "Gros Ventre North Subdivision" on Plat No. 410 recorded in the Office of the Teton County, Wyoming Clerk on June 3, 1980; (ii) those properties platted as the "Gros Ventre North Subdivision Second Filing" on Plat No. 623 as recorded in the Office of the Teton County, Wyoming Clerk on April 7, 1987; and (iii) those properties platted as the "Gros Ventre North Subdivision Third Filing" on Plat No. 691, as recorded in the Office of the Teton County, Wyoming Clerk on July 10, 1990 (collectively the "Subdivision");

WHEREAS an Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Gros Ventre North Subdivision was recorded in the Office of the Teton County, Wyoming Clerk on March 6, 2002 in Book 452, pages 754-769, Document No. 0563433 (the "Amended and Restated Covenants");

WHEREAS the Amended and Restated Covenants amended and restated all previous Declarations for Gros Ventre North in their entirety;

WHEREAS Section 32 of the Amended and Restated Covenants provides that the Covenants may be amended by the Owners entitled to cast seventy-five percent (75%) of the votes in the Association;

WHEREAS the owners of lots within the Subdivision desire to amend the Amended and Restated Covenants for the following purposes:

- (i) To better protect the neighborhood community character and desirability of the real property contained within the Subdivision, and to ensure continued adherence to the intended use of the properties within the Subdivision for single-family use by clarifying that the Lots and structures within the Subdivision are intended for single-family, residential use only and only uses consistent with single-family, residential use are allowed.
- (ii) To allow notices to be sent to Owners electronically, as well as to allow electronic voting on a digital platform approved by the Board.

- (iii) To clarify and further detail the manner in which violations of the Amended and Restated Covenants and any amendment thereto can be enforced.

NOW, THEREFORE, the Owners entitled to cast no less than seventy-five percent (75%) of the votes in the Association hereby declare that all of the properties within the Subdivision shall be owned, sold, conveyed, encumbered, leased, used, occupied, and developed subject to the Amended and Restated Covenants, along with the following provisions, covenants, conditions, and restrictions which shall run with the properties within the Subdivision and shall be binding on all Owners.

**Section 1 of the Amended and Restated Covenants, "USE AND BUILDINGS" is hereby deleted in its entirety and replaced with the following:**

- 1. USE AND BUILDINGS.** All lots within the Area shall be used exclusively for residential purposes and no structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot within the Area other than any combination of the following:

- One single-family main dwelling house
- One single-family guest house
- One garage for each such house
- One utility building for the purpose of storage of items incidental to residential use.

The Subdivision is a single-family, residential development, and each residential Lot shall be used only for single-family residential purposes. Any time-sharing or fractional use arrangement, or other similar arrangement whereby the right to exclusive use of the Lot is allocated, scheduled, or alternated among unrelated parties on a fixed or floating time schedule for separate or repeating time intervals, whether by written, recorded, agreement or otherwise, is expressly prohibited.

**Section 28.D(c) "DUTIES AND POWERS OF THE ASSOCIATION, Authority of the Board" shall be amended to add a new subsection 2.D(c)(xi) which shall read as follows:**

**28.D.c.xi:** Notice required under the Bylaws, the First Amendment, and the Amended and Restated Covenants and or any amendments may be sent to Owners electronically so long as the system for delivery of electronic notices is approved by the Board, and the Owner has consented to the acceptance of electronic notices. Owners may also submit their votes or proxies by electronic means, using a digital platform duly approved by the Board, which system must include appropriate safeguards to ensure that each electronic vote or proxy is properly authenticated; that each lot Owner has only voted once, or submitted only one proxy; and that all the electronic votes are properly counted. Owners who do not desire to receive notices or vote electronically will retain the option to receive written notices and to vote in person or by proxy at a meeting, or via written ballot or consent.

**Section 34, "ENFORCEMENT", is hereby added to the Amended and Restated Covenants, and shall read as follows:**

**34. ENFORCEMENT.**

- A. The Association and every Owner shall have the right to enforce, pursuant to this Amended and Restated Declaration, or by any proceeding at law or in equity, all of the provisions of this Amended and Restated Declaration or any duly promulgated Rules and Regulations.
- B. Any Owner who violates the rules, restrictions, conditions, or covenants contained in this Amended and Restated Declaration, the Bylaws, the Rules and Regulations, or any amendment thereto shall pay all reasonable costs, expenses, and attorney's fees incurred by the Association or other Owners in enforcing such matters.
- C. Enforcement for failure to pay any assessment shall be in accordance with Section 28.C of the Amended and Restated Covenants.
- D. In accordance with Section 28.D(c)(ix) of the Amended and Restated Declaration, the Board shall have the right to levy reasonable monetary fines for the violation of any of the provisions of this Amended and Restated Declaration or the Rules and Regulations. 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.
- E. All remedies set forth in this Amended and Restated Declaration shall be cumulative, and shall not preclude the use of any other remedies available at law or in equity. Any legal action related to these Amended and Restated Declaration, the Bylaws, or the Rules and Regulations shall be governed by Wyoming law, and shall be filed only in a Teton County, Wyoming state court of competent jurisdiction
- F. Failure by the Association or by any Owner to enforce or demand strict performance of any term of this Amended and Restated Declaration or the Rules and Regulations shall in no event constitute a waiver of the right to do so thereafter. A waiver of any such right shall only be pursuant to an instrument in writing signed by the party to be charged with such waiver, and shall be limited to the particular covenant, condition, restriction, rule, or regulation which is expressly set forth as having been waived in such writing.

IN WITNESS WHEREOF, the Association, having obtained the written consent of not less than seventy five percent (75%) of lot owners withing the Subdivision, which consents are maintained in the Offices of the Association, has executed this First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions.

Dated this 29 day of July, 2022.

Gros Ventre North Association, a Wyoming non-profit corporation:

David T. Lawrence  
President, President

STATE OF Wyoming )  
COUNTY OF Teton )

The foregoing instrument was acknowledged before me this 29 day of July, 2022 by David T. Lawrence as President of the Gros Ventre North Association.

WITNESS my hand and official seal.

WENDY MEYRING  
Notary Public - State of Wyoming  
Commission ID # 151063  
My Commission Expires  
May 19, 2028

Wendy Meyring  
Notary Public  
My Commission expires: