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**AFTER RECORDING RETURN TO:**

**HAWKS & ASSOCIATES, L.C.**  
**P O BOX 4430**  
**JACKSON, WYOMING 83001**

Grantor: JACKSON HOLE GOLF AND TENNIS\*  
Grantee: THE PUBLIC  
Doc 0654270 bk 594 pg 872-876 Filed at 12:42 on 07/07/05  
Sherry L Dalgie, Teton County Clerk fees: 22.00  
By MARY D ANTROBUS Deputy

Cross - Reference to Declaration of Covenants, Conditions, and Restrictions for the Cabins at Jackson Hole Golf and Tennis Club recorded on May 24, 2005 in the Office of the Teton County Clerk in Book 589 of Photo at Pages 634 to 703.

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ABOVE SPACE FOR RECORDER'S USE

**SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE CABINS AT JACKSON HOLE GOLF AND TENNIS CLUB**

THIS SUPPLEMENTAL DECLARATION is made this 30<sup>th</sup> day of June, 2005, by the Jackson Hole Golf and Tennis Club, a Wyoming corporation (hereinafter, with its successors and assigns, referred to as "Founder").

**WITNESSETH**

WHEREAS, on May 24, 2005, Founder filed that certain Declaration of Covenants, Conditions, and Restrictions for the Cabins at Jackson Hole Golf and Tennis Club (the "Declaration") which was recorded as Instrument No. 0650491 in the Public Records of Teton County, Wyoming in Book 589 of Photo at Pages 634 to 703; and

WHEREAS, pursuant to the terms of Article IV, Section 4.1(b) of the Declaration, Founder may submit certain additional property described on Exhibit "C" of the Declaration to the terms of the Declaration and impose additional covenants and easements on such property; and

WHEREAS, the property described on Exhibit "A" attached hereto (the "Additional Lands") is a portion of that property described on Exhibit "C" to the Declaration; and

WHEREAS, Founder is the owner of the Additional Lands; and

WHEREAS, Founder desires to submit the Additional Lands to the terms of the Declaration;

NOW, THEREFORE, pursuant to the powers retained by Founder under the Declaration, Founder hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with

the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon the Cabins at Jackson Hole Golf and Tennis Club Homeowners Association, Inc., a Wyoming non-profit corporation (the "Association"), and its Members, in accordance with the terms of the Declaration.

**ARTICLE I**  
**Definitions**

The definitions set forth in Article I of the Declaration are incorporated herein by reference.

1.1 Plat. For purposes of this Supplemental Declaration, references to the "Plat" shall be deemed references to the Plat identified in Article II hereof.

1.2 Property. For purposes of this Supplemental Declaration, the "Property" shall be the real property identified on the Plat, with the exception of Lot 24A as described on the Plat

1.3 Roadway Easement. Access to the Property shall be via Spring Gulch County Road as shown on the Plat.

**ARTICLE II**  
**Lot Number Designations**

The Additional Lands shall be assigned Lot Numbers 13 to 23 (Residential Townhouse Lots) and C (Common Area Lot), as shown on the Plat of the Cabins at Jackson Hole Golf and Tennis Club, Second Filing, to be recorded in the office of the Clerk of Teton County, Wyoming contemporaneously with this Supplemental Declaration (the "Plat").

**ARTICLE III**  
**Additional Covenants and Easements**

The Property is subject to additional easements established on the Plat and easements as shown on Plat No. 1086, recorded in the Office of the Teton County Clerk.

**ARTICLE IV**  
**Amendments**

4.1. Amendment. This Supplemental Declaration may be amended only as follows:

(a) Amendment by Founder. Founder may unilaterally amend this Declaration during the Development Period in the exercise of its Development Rights. Additionally, notwithstanding any contrary provision contained in this Supplemental Declaration, Founder may unilaterally amend this Supplemental Declaration and/or the Plat to correct any clerical, typographical or technical errors, and may amend this Supplemental Declaration to comply with the requirements, standards or guidelines of recognized secondary mortgage markets, the Department of Housing and Urban Development, the Federal Housing

Administration, the Veterans Administration, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association or the Federal National Mortgage Association.

(b) Amendment by Members. This Supplemental Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of Members representing more than 67% of the total votes in the Association and, if such amendment occurs during the Development Period, with the consent of Founder; *provided, however*, that any amendment that may change the uses to which any Cabin is restricted, create or increase Special Founder Rights, increase the number of Cabins, or change the boundaries of any Lot, with the exception of Lot 24A, or the voting rights or Assessment allocation of any Cabin in the absence of a vote or agreement of Members representing at least 67% of the total votes in the Association and, if such amendment occurs during the Development Period, with the consent of Founder. Notwithstanding the above, the percentage of votes necessary to amend a specific clause of this Supplemental Declaration shall not be less than the prescribed percentage of affirmative votes required for action to be taken under such clause. Amendments to this Supplemental Declaration shall be prepared, executed, Recorded and certified by the President or Vice President of the Association. Notwithstanding the provisions of this Section, no amendment to this Supplemental Declaration shall allow uses or Improvements not permitted by the applicable zoning.

(c) Consent of Founder. During the Development Period, no amendment may remove, revoke or modify any right or privilege of Founder without the written consent of Founder.

(d) Consent of Owner. Any amendment of this Supplemental Declaration made in conformity with this Declaration shall be conclusively presumed to have received the consent of each Owner. No contract between the Owner and a third party will affect the validity of such amendment.

(e) Effective Date; Change in Conditions. Any amendment shall become effective upon Recording, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within one year of its Recording 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 Supplemental Declaration.

## **ARTICLE V**

### **Duration and Termination**

5.1 Perpetual Duration. Unless terminated as provided in Section 16.2(b) the Declaration shall have perpetual duration.

5.2 Termination. This Supplemental Declaration may not be terminated within 30 years of the date of Recording without the consent of all the Owners and, during the Founder Control Period, the consent of Founder. Thereafter, it may be terminated only by an instrument signed by Owners who represent at least 67% of the votes in the Association. Any termination instrument shall be Recorded. Nothing in this Section shall be construed to permit termination of any easement created in the Declaration without the consent of the holder of such easement.

IN WITNESS WHEREOF, the undersigned Founder has executed this Declaration this 30<sup>th</sup> day of June, 2005.

FOUNDER:

JACKSON HOLE GOLF AND TENNIS CLUB, INC., a Wyoming corporation

No Seal

By: *John Rutter*  
Name: John Rutter  
SVP/COO  
President

STATE OF Wyoming )  
COUNTY OF Teton ) ss.

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of June, 2005, by John Rutter as President of Jackson Hole Golf and Tennis Club, Inc., a Wyoming corporation.

Witness my hand and official seal.

My commission expires:  
November 30, 2008

*Francesca Paolucci-Rice*  
Notary Public



**EXHIBIT "A"**

**Additional Lands**

Townhouse Lots 13 through 23 and Common Area Lot C, specifically excluding Lot 24A, of The Cabins at Jackson Hole Golf and Tennis Club Second Filing, a townhouse subdivision to be recorded in the Office of the Teton County, Clerk, Teton County, Wyoming, contemporaneously with the Supplemental Declaration to which this Exhibit is attached. The Cabins at Jackson Hole Golf and Tennis Club Second Filing being a "replat" of Lot 44 of The Resort at Jackson Hole Golf and Tennis Club of record in said Office as Plat 1086.