



# Jackson Hole Title & Escrow

1  
1

10

11

RECEIVED  
BY [unclear]  
ADDRESS  
[unclear]

Enclosed  
to Book  
of

1  
1

GOLF CREEK RANCH SUBDIVISION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by CORBETT/ASSOCIATES, a Wyoming corporation with offices in Jackson, Wyoming, hereinafter referred to as "Declarant"

WITNESSETH

WHEREAS, Declarant is the owner of certain property in the County of Teton, State of Wyoming described as

A portion of Lot #39, Section III of the Jackson Hole Golf and Tennis Estates, Third Filing, Teton County, Wyoming, according to that plat filed January 7, 1975, as Plat No. 257, as is more particularly described on the annexed sheet marked Exhibit "A" and by this reference made a part hereof

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties 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 GOLF CREEK CLUB, Jackson, Wyoming, its successors and assigns



lot in the aforescribed property

Section 8 "By-laws" shall mean and refer to the By-laws of the Association

ARTICLE II - PROPERTY RIGHTS

Section 1 Owner's Easements of Enjoyment Every owner shall have a right and easement of enjoyment in and to the Common Area 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 charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area,

(b) the right of the Association to suspend the voting rights and right to use of the recreation facilities by an owner for any period during which any assessment against his lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations,

(c) 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,

(d) the right of individual owners to the exclusive use of parking spaces and garage stalls as provided in this article,

(e) no business or profession of any nature shall be conducted on any lot and no building or structure intended for or adapted to business or professional purposes, provided, however, that these prohibitions shall not preclude cultural

activities in the home such as painting, carpentry,  
writing, music or other creative or similar cultural  
activities, even if such activities are performed  
to the perception of persons, or if such activities are included  
such as the use of a television set, a radio, a record  
player, a stereo system, a telephone, a computer, and  
other electronic equipment, and all other activities

and all other activities which are not prohibited by the  
rules and regulations of the Association and all rules  
and regulations of the Association and all rules and regulations

Section 2 Delegation of Authority. A member may delegate  
his authority to exercise his right of enjoyment to  
the members of his family who reside on the property  
his wife, children, or other persons who reside on the property.  
Section 3 Parking. The ownership of each lot  
shall include the right of the owner to the exclusive  
use of one or more automobile parking spaces and (1)  
and the Declarant shall permanently assign parking  
spaces and stalls to each lot according to the designations  
shown on the plat for the properties.

### ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

Section 1 Every owner of a lot which is subject to  
assessment shall be a member of the Association. Membership  
shall be appurtenant to and may not be separated from ownership  
to any lot which is subject to assessment.

Section 2 The Association shall have two classes of  
voting membership.

Class A Class A members shall be all owners with  
the exception of the Declarant and shall be entitled to one

vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B Class B member shall be the Declarant and shall be entitled to a number of votes equal to that number arrived at by subtracting from the number twenty-five (25) the number of lots owned by all other members. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equals twenty-two or

(b) on January 1st, 1982

#### ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1 Creation of the Lien and Personal Obligation of Assessments The Declarant, for each lot owned with the Properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, and 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 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 shall be for a definite period and reasonable amount and the person assessed shall be obligated to pay the same when due. The person who operates the property when he is engaged in such operations shall be liable for any damage to the property or to the contents thereof which may be caused by fire, theft or other cause. Furthermore, the Association shall cause to be procured for each unit a policy of fire and theft insurance for the benefit of the resident in the property and to the improvement and maintenance of the common areas and the contents of the units. In addition, said insurance shall be in the amount and on the terms as follows:

- (i) the Association shall insure each unit for the full insurable value of the contents and replacement cost in the event of fire, theft and extended coverage;
- (ii) the Association will insure any Association owned personal property for its full insurable value;
- (iii) 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;
- (iv) the Association shall carry a blanket bond to cover all directors and officers and employees.

in an amount determined by the Board,

(v) The Association shall carry directors and officers liability insurance with at least \$500,000 00, calculated on a claims-made basis

(vi) the Association may carry any other insurance it deems desirable

Note, however, that individual owners shall be responsible for insuring

(i) Improvements and betterments added to the unit since the original sale

(ii) His own personal property

(iii) His additional living expense,

(iv) His personal liability for accidents occurring in his unit

Section 3    Maximum Annual Assessment    Until January

1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be \$ 480.00 per lot

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of each



subsequent meeting shall be held more than 60 days following the preceding meeting

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 Date of Commencement of Annual Assessments  
Due Dates The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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 six percent (6%) per annum. The Association may bring an action at law 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 lot.



which is built as a part of the original construction of the homes upon the properties 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 Other 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



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 these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect

Section 3    Amendment    The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. 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. Any amendment must be recorded

Section 4    Annexation

(a) Additional land within the area of Lot #39 of Section III of the Jackson Hole Golf and Tennis Estates, Third Filing, Teton County, Wyoming, may be annexed by the Declarant without the consent of members within five years of the date of this instrument by recording with the Teton County Clerk a Supplementary Declaration describing the property so annexed, provided that the annexation is in accord with the general plan heretofore established by Declarant.

(b) After five years from the date of this instrument,

addi . . . . .

anne . . . . .

12 . . . . .

IN WITNESS WHEREOF the undersigned being the Declarant

herein has hereunto caused his instrument to be executed

this \_\_\_\_\_ day of \_\_\_\_\_ 1976

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF the undersigned being the Declarant

herein has hereunto caused his instrument to be executed

this \_\_\_\_\_ day of \_\_\_\_\_ 1976

CORBETT ASSOCIATES INCORPORATED  
Declarant

(Corporate Seal)

By John W. Corbett  
Its President

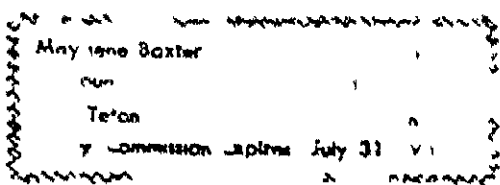
Address

Secretary

STATE OF WYOMING )  
 ) ss  
COUNTY OF TETON )

On this 31<sup>st</sup> day of Oct, 1978, before me personally appeared Robert W Corbett to me personally known, who, being by me duly sworn, did say that he is the President of CORBETT/ASSOCIATES Architects and Planners and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Robert W Corbett acknowledged said instrument to be the free act and deed of said corporation

Given under my hand and seal the date first above written



Maylene Baxter  
Notary Public

(Seal)

My commission expires 7/31/79