

FIRST AMENDMENT
to the
CONDOMINIUM DECLARATION
for the
THE GROVE

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FOR THE
GROVE CONDOMINIUMS**

This FIRST AMENDMENT to the CONDOMINIUM DECLARATION FOR THE GROVE CONDOMINIUMS (“Amendment”) is made this ____ day of July, 2016, by JACKSON TETON COUNTY HOUSING AUTHORITY, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. §15-10-116, as amended (the “Declarant”)

WHEREAS, on May 23, 2016, the Declarant filed that certain Condominium Declaration for The Grove in the office of the Teton County Clerk, Teton County, Wyoming, at Book 920, Pages 624-667 (the “Declaration”);

WHEREAS, pursuant to Article XIII, until conveyance of all of the Units to Owners unaffiliated with Declarant, Declarant retained the right to unilaterally amend the Declaration (in part or in its entirety) for any purpose;

WHEREAS, as of the date of this Amendment, Declarant has not conveyed any of the Units to Owners unaffiliated with Declarant;

WHEREAS, the Declarant desires to amend the Declaration as set forth herein.

NOW THEREFORE, pursuant to the powers reserved to Declarant under the Declaration, Declarant hereby amends the Declaration as follows:

1. The entirety of Section 3.36, Unit or Condominium Unit is hereby deleted in its entirety and replaced with the following:

Section 3.36 Unit or Condominium Unit. “Unit” or “Condominium Unit” means those certain individual air space units, as designated and delineated on the Condominium Plat. Each Unit shall consist of that part of the Building as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and window frames, doors and door frames, and trim, as shown and numbered on the Condominium Plat. The Unit shall include all lath or furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of its finished surfaces. All other portions of the walls, floors or ceilings (including common walls to separate Units) shall be a part of the Common Elements. In addition, each Unit shall include the following:

- (i) all spaces, nonbearing interior partitions and all other fixtures and improvements

within the boundaries of the Unit; (ii) all outlets, lines and ducts of utility service lines, including but not limited to power, light, gas, hot and cold water, air handling ducts, heating and waste disposal, within the boundaries of the Unit and serving that specific unit; (iii) all heating, hot water and air conditioning apparatus exclusively serving the Unit; and (iv) all cabinets, appliances, countertops, plumbing fixtures and light fixtures. The interior surfaces of a perimeter window or door means such surfaces at the points at which they are located when such windows or doors are closed; the physical windows and doors themselves are part of the Common Elements as herein defined.

2. The entirety of Section 8.2 Management, Control and Maintenance of the Common Elements is hereby deleted in its entirety and replaced with the following:

8.2 Management, Control and Maintenance of the Common Elements The Association, subject to the rights and duties of the Owners set forth herein, shall be responsible for the exclusive management, control, maintenance, repair and replacement of the Common Elements (including without limitation all siding, windows, doors, and roofs, and LCE – Carport) and all improvements thereon, and shall keep the same in good, clean, safe, sanitary and attractive condition, order and repair consistent with or exceeding the Community-Wide Standard. The cost of such management, control, maintenance, repair and replacement by the Association shall be paid by the members of the Association as Regular Assessments, Special Assessments or Specific Assessments as provided herein. Such maintenance and repair shall include landscaping services, including mowing of the GCE if necessary (but not mowing of LCE-Y), snow removal and the like.

3. The entirety of Section 9.2 Regular Assessments is hereby deleted in its entirety and replaced with the following:

9.2 Regular Assessments. The regular assessments against all Units within the Property (the “Regular Assessments”) shall be based upon advance estimates of cash requirements of the Association to provide for the payment of all costs and expenses arising out of or connected with the following: (i) the administration and/or management of the Property; (ii) the maintenance and operation (including without limitation road maintenance, snow removal and landscape services, equipment and materials), repair and replacement, and insuring of the Common Elements; (iii) taxes and special assessments from governmental or quasi-governmental entities or agencies unless and until Units are separately assessed; (iv) premiums for all insurance which the Association is required or permitted to maintain hereunder; (v) wages of and other costs associated with Association managers, employees or contractors; (vi) legal, audit and accounting fees; (vii) amounts necessary to eliminate any deficit remaining from a previous period; (viii) creation of a reasonable reserve fund for periodic maintenance, repair and replacement of the Common Elements and for future capital expenditures; (ix) all costs associated with the Annual Meeting; (x) any

other operating, administrative and management costs, expenses and liabilities which may be incurred by the Association for the benefit of all of the Owners or by reason of this Declaration or pursuant to the affirmative vote of the members of the Association pursuant to this Declaration or the Bylaws; and (xi) the Reserve Fund (as defined below). All of the foregoing shall be referred to herein as the "Common Expenses", which Common Expenses shall be assessed to the Owners in the following three general categories.

4. Except as modified by this Amendment, the Declaration shall remain in full force and effect. Capitalized terms not defined herein shall have the meaning as set forth in the Declaration. References to section numbers refer to section numbers contained in the Declaration, unless otherwise noted to the contrary.

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the day and year first above written.

JACKSON TETON COUNTY HOUSING AUTHORITY:

Stacy A. Stoker, Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the ____ day of July, 2016, the foregoing instrument was acknowledged before me by Stacy A. Stoker, as the Housing Manager of the Jackson Teton County Housing Authority.

Witness my hand and official seal.

(Seal)

Notary Public