

AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CLUSTERS HOMEOWNER'S ASSOCIATION

This instrument ("Amendment") is made by at least seventy-five percent (75%) of the Owners of Lots within the Clusters Townhouse Additions to the Town of Jackson per Plats #s 198, 199, 210, 225, 300, 301 and 302, collectively referred to as "Owners."

WHEREAS, this Amendment governs the real property described in attachments A (Cluster One), B (Cluster Two), C (Cluster Three), D (Cluster Four), E (Cluster Five) and F (Cluster Six) hereto (hereinafter the "Properties" or "Property");

WHEREAS, there is recorded in the public records of Teton County, Wyoming, the following Covenants, and Amendments to Covenants, affecting the Properties (collectively, the "Prior Covenants"), namely:

Declaration of Covenants, Conditions and Restrictions for Cluster One. Book 10 of photo, pp. 143-150, Doc. No. 115547;

Declaration of Covenants, Conditions and Restrictions for Cluster Two. Book 13 of photo, pp. 304-309, Doc. No. 119019;

Declaration of Covenants, Conditions and Restrictions for Cluster Three. Book 24 of photo, pp. 374-379, Doc. No. 130512;

Amended Declaration of Covenants, Conditions and Restrictions for Clusters Four, Five and Six. Book 53 of photo, pp. 582-617, Doc. No. 165543;

Amended Declaration of Covenants, Conditions and Restrictions for Clusters One, Two and Three. Book 54 of photo, pp. 463-480, Doc. No. 166343;

Amendment to Declaration of Covenants, Conditions and Restrictions for Clusters Homeowner's Association. Book 417, pp. 848-858, Doc. No. 0537095;

Corrective First Amendment to Declaration of Covenants, Conditions, And Restrictions for Clusters Homeowner's Association. Book 419, pp. 242-244, Doc. No. 0538568.

WHEREAS, although the Prior Covenants affecting each Clusters plats are largely consistent, there are some differences between the documents comprising the Prior Covenants, and those differences have created some confusion and inconsistency in the management of the Clusters, and the Owners have determined that it is prudent to consolidate the various Covenants into a single document for ease of management and enforcement of the Covenants over the entire Property; and

WHEREAS the Covenants are outdated in some respects and in need of certain new provisions to meet the needs of the Owners who have expressed sentiments to amend the Covenants accordingly;

NOW THEREFORE, the Owners hereby declare that all of the Prior Covenants are hereby revoked in their entirety, superseded, and replaced by these Covenants, Conditions and Restrictions ("Covenants") and all of the Properties described above shall be held, sold and conveyed subject to the following Covenants, which are for the purpose of protecting the value and desirability of the Properties, and which shall run with, the real property and be binding on all parties having any right, title or interest in the Properties, 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 CLUSTER HOMES ASSOCIATION, INC, a Wyoming non-profit corporation located in Jackson, Wyoming, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entitles, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in Attachments A, B, C, D, E and F, and such other property annexed in the future by the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners as shown on Plats

198 (Cluster 1), 199 (Cluster 2), 210 (Cluster 2 amended), 225 (Cluster 3), 300 (Cluster 4), 301 (Cluster 5), 302 (Cluster 6), except those areas designated as Dwelling Unit, Special Use-Garage, Special Use-Yard and Patio as designated on such plats recorded at the Teton County Clerk's Office of Land Records.

Section 5. "Lot" shall mean and refer to the Dwelling Units and Patio Fee Areas shown on the Plats.

Section 6. "Member" shall mean and refer to members of the Association. An Owner is automatically a Member of the Association.

Section 7. "By-Laws" shall mean that document published by the Association entitled "Second Amended By-Laws of Cluster Homes Association, Inc.", and any amendments thereto.

Section 8. "Rules And Regulations" shall mean that document adopted and published by the Board of Directors of the Association entitled "Rules And Regulations of Cluster Homes Association, Inc.", and any amendments thereto.

Section 9. "Notice" shall mean a writing which may include hand delivery, U.S. Mail, expedited courier, fax, or e-mail.

Article II – Property Rights

Section 1. Owners' 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 facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the facilities by an Owner for any period during which any assessment against his or her 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 grant utility easements 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 reasonably determined by the Board in Section 3 below;
- (e) the right of individual Owners to the exclusive use of special use areas as shown on the Plats;
- (f) only the following businesses or professions shall be permitted: those where an Owner or Tenant operates a self-employed business or works

for another company or person on a contract or employee basis, provided that the same is done wholly inside of the Dwelling Unit, no employees regularly work in the unit, no clients or customers regularly visit the unit, no commercial deliveries other than UPS, Fed Ex, and the like are made to the unit, no advertising is made upon the Lot or unit and the activity does not create a nuisance as solely determined by the Board of Directors. Additionally, Owners may conduct activities in the home, or garage, such as painting, sculpting, writing, playing a musical instrument, and similar cultural activities; even if such activities bring remuneration to the person or persons participating therein provided such uses do not create a nuisance to adjoining Lot Owners.

- (g) Motor vehicles are prohibited from the Common Area except once the sprinklers have been turned off and the ground is frozen for wood delivery, construction, and at other times of year with Board permission.
- (h) The Board may designate a storage area and charge reasonable fees for its use.
- (i) Each Owner is entitled to one garbage can which the Association shall provide as well as one overflow can per the garbage storage area.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his or her right of enjoyment to the Common Area and facilities to the Members of his or her immediate family or tenants, who reside on the Property.

Section 3. Parking Rights. Ownership of each Lot shall entitle the owner or owners thereof to the exclusive use of two (2) assigned automobile parking spaces and their assigned garage stall¹ as reasonably determined by the unanimous vote of all five Board members made at a special meeting called for the purpose of assigning parking spaces. All owners shall be given notice of any such special meeting. Board assignments shall be made on a reasonable basis considering the convenience of owners, proximity of spaces, alignment of parking area, size of vehicles, the limited number of spaces and the like. Parking spots shall be reserved for automobiles and motorcycles except that an Owner may park a trailer or recreational vehicle in their assigned spot for up to 72 hours. Owners are required to move their vehicles for snow removal as directed by the Board and the Rules and Regulations.

¹Unit 26 does not have a garage stall

Section 4. Special Use-Yards. Ownership of each Lot which contains a Special Use-Yard as shown on the Plat shall entitle that Owner to the exclusive right to

landscape and beautify the Special Use-Yard. For those Cluster units without Special Use-Yards (Clusters 3, 4, 5, and 6), the Board may designate such space per a written License Agreement a reasonable amount of space for those owners.

For each Special Use-Yard, whether designated on the Plat or by the Board, each Owner shall be entitled to a 3' x 5' stoop; replacement or modification subject to architectural review. Each Owner shall be responsible for the maintenance of improvements to their respective Special Use-Yards as well as any damages resulting to adjacent Units arising out of their use of their Special Use Yards.

Section 5. Patio Fee Area. Patio Fee Areas are set forth on the Plats and each Owner shall be entitled to build a deck or patio or have the exclusive right to beautify or landscape in such area. All improvements shall be subject to architectural review. Patio Fee Area improvements that extend past a neighboring Unit's basement window shall not exceed the elevation of the bottom of the window frame without written approval of the basement window Owner. Owners are responsible for keeping the Patio Fee Area in a condition and appearance that does not materially detract from the Common Area and is in harmony of external design. Under deck storage shall be limited to firewood; however, other items may be allowed but must be screened in a way that is harmonious with the surrounding architecture.

Section 6. Special Use-Garages. Garage interiors from the studs in, including doors are the responsibility of the Owner; doors are subject to architectural review. Garage exteriors are the responsibility of the Association.

Article III - Membership and Voting Rights

Section 1. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Lot ownership.

Section 2. Members are 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.

Article IV –Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner, by acceptance of a deed, whether or not it shall be stated in such deed, is deemed party to this covenant and agrees to pay to the Association: (1) annual Assessments or charges, (2) Special Assessments for capital improvements, (3) Individual Assessments for damages caused by an Owner, his/her guests,

tenants, and invitees (collectively "Assessments"), and (4) all monetary fines assessed by the Board of Directors in accordance with adopted Rules And Regulations. All Assessments together with interest, costs, fines, and reasonable attorney's fees as set forth below ("Costs"), shall be a charge on the land and a continuing lien upon the property assessed. Each Assessment and Costs shall also be the personal obligation of the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent Assessments and Costs shall not pass to successors in title unless expressly assumed in writing by the successor; however, the Assessment amount shall attach to the real property regardless of whether or not a lien is filed with the County Clerk.

Section 2. Purpose of Assessments. The Assessments shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the exterior of the buildings situated upon the Properties.

Section 3. Maximum Annual Assessment. There shall a limit on the maximum annual Assessment amount levied by the Board which shall be limited to the lesser of a 5% increase per year or the Wyoming Cost of Living Index Annual Inflation Rates for the Northwest Region as published by the State of Wyoming Department of Administration and Division of Economic Analysis for the two quarters preceding the date on which an increase is considered.

At least thirty (30) days prior to the annual meeting of Owners, the Board shall deliver the proposed Budget to all Owners as well as the proposed monthly Assessments for the next year. Unless fifty-one percent (51%) of the Owners in attendance reject the Budget, the Budget shall be approved. In the event that the proposed Budget is rejected, the Budget last approved by the Owners shall be continued until such time as the Owners approve a subsequent Budget proposed by the Board.

Section 4. Special Assessments. The Association may levy a Special Assessment to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within the Common Area, including fixtures and personal property, provided that such Assessment shall be approved by two-thirds (2/3) of the Members in attendance, in person or by proxy, at a meeting duly called for this purpose. Special assessment may be amortized for up to a twelve-year period, provided that the capital improvement work commences within one year of the initial vote approving the Special Assessment. Upon the sale or transfer of any Lot, that

unit's pro-rata share of the outstanding balance of the special assessment still owed shall be paid in full at closing or transfer.

Section 5. Individual Assessments. Individual Assessments may be levied against less than all the Owners for expenses related to that Owner or those Owners' property. Individual Assessments may be levied to remedy any violation of these CC&R's, subject to prior notice and at least 60 days opportunity to cure; excepting that if such violation cannot be remedied during winter months, a reasonable time to cure shall be afforded.

Section 6. Notice and Quorum to Approve Assessments. All Members shall be sent notice of any meeting called to approve an Assessment between 30 and 60 days prior to the meeting. Meetings to approve Assessments (excepting individual Assessments which the Board may approve by a majority vote) require a 60% quorum of the Members. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be 30%. A special proxy form shall be made available with the notice of the meeting for Assessment for any Owner to designate another individual for the subsequent meeting in the event that such Owners cannot attend the subsequent meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis. Notwithstanding the above, Unit 26, which does not have a garage, shall be assessed 85% of the uniform rate for all Annual and Special Assessments.

Section 8. Establishment of Assessment Due Dates. No Assessment shall be due until at least 30 days after approval. Written notice of the annual Assessment shall be sent to every Owner. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a nominal charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid.

Section 9. 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 18 percent per annum. The Association shall consider suing the Owner once the amounts due exceed \$1,500, or foreclose a lien against the property. The Board shall bring a lawsuit against an Owner if the amounts due exceed \$3,000. No Owner may

waive or otherwise escape liability for the Assessments by non-use of the Common Area or abandonment of his/her Lot.

Section 10. Subordination of the Lien to Mortgages. Liens of Assessment and Costs are subordinate to the lien of any mortgage recorded prior to the lien. Sale or transfer of any Lot shall not affect the assessment lien unless extinguished in foreclosure.

Section 11. Foreclosure. In the event of foreclosure by a mortgagee of a mortgage recorded prior to an Association lien, the purchaser at a foreclosure sale shall be liable for Assessments accrued from the date of the sheriff's sale.

Article V – Architectural Control

Section 1. Prior Non-Conforming Improvements. All improvements existing as of the date of the recordation of these Covenants shall be deemed prior non-conforming improvements. In the event of any dispute, the onus shall be on the Owner to prove to the Association that such improvement existed prior to this declaration being recorded. Such improvements shall be allowed to remain as-built. If an Owner wants to make material alterations to such improvements, they must do so in compliance with these Covenants.

Section 2. Approval of Exterior Improvements. No improvement shall be constructed or reconstructed until the plans and specifications are approved in writing. In order to obtain approval for any improvements, owners must submit those plans to the Board showing the nature, kind, shape, height, materials, and location. The Board shall determine if the proposal is in harmony of external design and location in relation to surrounding structures. The Board shall notify the Owners in the affected Cluster of the improvements proposed to solicit comment on the proposed improvements and shall receive comments for (3) three weeks after notification. The Board may designate an architectural committee composed of three (3) or more Owners appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted, approval will not be required and the Owner will be deemed to have fully complied with this Article.

Article VI – Party Walls

Section 1. General Rules of Law to Apply. Each wall 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. Additionally, with respect to any deck or improvement which abuts an adjacent Lot the rules of party walls shall apply.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners whose Lots abut the party wall.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner whose Lot abuts the wall may restore it. The cost of restoration thereof shall be shared by the Owners of the adjoining Lot(s). However, any such Owners have the right 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 provision of this Article, an Owner who by his or her negligent or willful act causes the party wall to be damaged shall bear the whole cost of repair or replacement of the wall and furnishing the necessary protection against such damage.

Section 5. Right to Contribution Runs with Land. The rights and responsibilities under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising under the provisions of this Article, the matter shall first be submitted to the Board. In the event that the Board resolution is not satisfactory to the parties involved, the matter shall be subject to binding arbitration. In the event that the parties involved cannot agree on an arbitrator, they shall request the Wyoming State Bar to provide a list of five potential arbitrators and each party shall rank them in an order of one to five in order of preference. The individual receiving the lowest ranking shall be the arbitrator and shall have discretion as to how the arbitration shall be conducted.

Article VII – Exterior Maintenance

Section 1. Association Responsibility. In addition to maintenance of the Common Area, the Association shall, provide exterior maintenance upon each Lot as follows: paint, repair, reshingle and care for roofs, heat tape, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces or foundations. Any change of doors, windows, and other fenestrations

shall require written approval of the Board with recommendation from the architectural review committee. The Board at its discretion may install gutters, downspouts, and heat tape which shall become the Board's responsibility to maintain and the Board shall be responsible for the maintenance of those gutters, heat tape, and downspouts which have been installed by owners with prior written approval from the Board.

Section 2. Owner Responsibility. Owners shall be responsible for maintenance and repair of windows, window casings, skylights, doors, and door frames, decks, and other improvements in the Patio Fee Area and the Association shall not be liable for repair or maintenance of the same. Furthermore, while not related, Owners are responsible to clean up after their pets.

Section 3. Owner Liability. Should an Owner not properly maintain their respective windows, window casings, skylights, doors, door frames, decks, and other improvements in the Patio Fee Area; following reasonable notice, the Association may perform such maintenance or repairs and the Costs shall be an Individual Assessment and become a part of the assessment to which such Lot is subject.

Section 4. Common Area Repairs and Maintenance. No Owner may repair or maintain, or cause the Common Area to be repaired or maintained without the express written permission of the Association.

Article VIII – General Provisions

Section 1. By-Laws. The Association shall have the right to impose all provisions of the By-laws.

Section 2. Rules and Regulations. The Board of Directors of the Association may adopt Rules and Regulations limited to determining fees for use and fines for violations covered in these Covenants. These rules shall be adopted in the following manner: the Board shall provide notice of such rules to the Owners with the notice of the annual meeting or any special meeting. Subject to the foregoing restrictions, the Rules shall be deemed enacted unless a majority of the quorum present at such meeting objects. Owners are obligated to inform tenants and visitors of the Rules and Regulations.

Section 3. Violations-Enforcement-Costs. The Association or any Owner may take judicial action against any Owner to enforce compliance with these Covenants including the Rules and Regulations or to obtain damages for

noncompliance. The prevailing party in such action shall be entitled to recover its Costs, including reasonable attorney's fees.

Section 4. Indemnification. The Costs to the Association shall include all costs to indemnify the officers and Board of Directors of the Association, their agents, successors and assigns, from all claims, suits, action, or damages arising from any personal injury, loss of life and/or damage to property sustained on or about the Property, or arising out of the enforcement of these Covenants. The indemnification is valid only if the Board of Directors acted in good faith and did not violate their statutorily mandated duties.

Section 5. Notification of Transfer of Ownership. Within five business days of the transfer of title of any Lot, the transferring Owner shall notify the Board of Directors in writing. The notice shall provide (i) the name of the transferee and transferor, (ii) the Lot transferred, (iii) the transferee's contact information, and (iv) the date of the transfer.

Section 6. Joint and Several Liability. In the case of joint ownership of a Lot, each of the Owners shall be jointly and severally liable for the liabilities and obligations imposed by these Covenants.

Section 7 Approvals And Variances. The Board is authorized to grant variances from these CC&Rs in cases of special circumstances, practical difficulties not the fault of an Owner, or unnecessary hardship not caused by an Owner; provided, however, that no such variance shall have a material adverse effect on any other Lots or Property in the Clusters and any such variance shall be in accordance with the purposes and intent of these Covenants and all such variances shall be the smallest deviation from these CC&Rs to achieve the desired effect sought by the variance.

Section 8. Severability. Invalidation of any portion 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 9. Conflicts of Interest. A Board Member or committee Member shall recuse himself or herself from any vote or discussion on any item before such Board in which they or their family (family shall include parent; sibling; child by blood, adoption, or marriage; spouse; grandparent or grandchild; in-laws) have a direct or indirect financial interest.

Section 10. Headings. Headings are for informational purposes only.

Section 11. Amendment. This Declaration may be amended by an instrument signed and acknowledged by Owners representing not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded with the Teton County Clerk.

Article IX – Lots Subject to Declaration, By-Laws, Rules and Regulations.

The Declaration shall run with and bind the land, and bind all present and future Lot Owners, tenants, mortgagees and occupants of Units. Such individuals and entities shall comply with this Declaration, the By-Laws and Rules and Regulations, as amended. These Covenants shall run with the land and shall bind any persons having an interest in such Lot as though such provisions were included in each and every deed or conveyance or lease thereof.

Article X Annexation.

Additional property may be annexed by the Board so long as such additional property is contiguous to the existing Property and provided that such annexed property shall be subject to these Declarations.

The Association anticipates that the southern half of the “Horn strip” bordering the north side of Clusters 4 and 6, legally described below, will be annexed in the near future.

Part of the NE¹/₄SE¹/₄, of Section 32, T41N, R116W, 6th P.M., Teton County, Wyoming described as follows:

A 30 foot wide strip of land bounded on the north by the southerly lines of Tracts ZZ and YY as depicted on Map T-32A;

Bounded on the east by the west line of Cluster 2, Plat No. 210;

Bounded on the south by the north lines of Cluster 4, Plat No. 300 and Cluster 6, Plat No. 302; and

Bounded on the west by the east right-of-way line of Powderhorn Lane as described in Book 18 of Photo, page 789.

Attachment A- Legal Description of Cluster One Addition to the Town of Jackson

All of that part of the NE 1/4 SE 1/4 of Section 32, T41N, R116W within the incorporated limits of the Town of Jackson, Teton County, Wyoming being part of that tract of record in the Office of the Clerk of Teton County in Book 14 of Deeds on page 125, described as follows:

Commencing at the east one-quarter corner of said Section 32 where found a 2" galvanized steel pipe 30" long with brass cap inscribed "T41N R116W1/4S32/S33 1956", thence N89°-21'W, 416.0 feet along the north line of the said NE1/4SE1/4 to a point, thence S00°-09.5'W, parallel to the east line of said Section 32, 657.0 feet to the place of beginning on the west line of the Jackson Hole Meadows Addition to the Town of Jackson of record in the said Office in Book 15 of Deeds on page 91, thence continuing S00°-09.5'W, 180.0 feet to a point identical with the southwest corner of said tract and on the north right-of-way line of Scott Lane of record in said Office in Book 10 of Miscellaneous Records on page 580, thence N89°-50.5'W, 190.0 feet along said right-of-way line, thence N00°-09.5'E, 180.0 feet parallel to the east line, thence S89°-50.5'E, 190.0 feet parallel to the south line to the place of beginning, the point marked by a steel T-shaped stake 24" long with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164" encompassing an area of 0.785 acre, more or less.

According to that plat of the Cluster One Addition, recorded September 27, 1971, as Plat No. 198, in the Office of the Teton County Clerk, State of Wyoming.

Attachment B- Legal Description for Cluster Two Addition to the Town of Jackson

All of that part of the NE1/4SE1/4 of Section 32, T41N, R116W, within the incorporated limits of the Town of Jackson, Teton County, Wyoming being part of that tract of record in the Office of the Clerk of Teton County in Book 14 of Deeds on page 125, described as follows:

Commencing at the east one-quarter corner of said Section 32 where found a 2" galvanized steel pipe 30" long with brass cap inscribed "T41N R116W1/4 S32/S33 1956", thence N89°- 21'W, 416.0 feet along the north line of the said NE1/4SE1/4 to a point; thence S00°-09.5'W, parallel to the east line of said Section 32, 417.2 feet to a point identical with the northwest corner of the Jackson Hole Meadows Addition to the Town of Jackson, thence continuing S00°-09.5'W,

30.0 feet along the west line of the said Addition to the center of Smith Lane and the point of beginning,
thence continuing $S00^{\circ}-09.5'W$, 30.0 feet along the said west line to a point;
thence continuing $S00^{\circ}-09.5'W$, 179.8 feet along the west line to the northeast corner of that tract of land of record in the said Office in Book 9 of Photo on page 464; thence $N85.5'W$, 190.0 feet along the north line of the said tract;
thence $N00^{\circ}-09.5'E$ 209.8 feet parallel to the east line of said Section 32;
thence $S89^{\circ}-51.5'E$, 190.0 feet to the point of beginning; each point being marked by a steel T-shaped stake with brass cap inscribed "SURVEY POINT DO NOT DISTURB RLS164"; encompassing an area of 0.915 acres, more or less reserving unto the grantors and their assigns the right to ingress and egress across said lands to each unit; all in accordance with the map prepared and filed for record in said Office.

According to the plat of the Cluster Two Addition recorded September 27, 1971, as Plat No. 199 in the Office of the Teton County Clerk, State of Wyoming.

Attachment C – Legal Description for Cluster Three Addition To the Town of Jackson

A portion of the NE1/4SE1/4 of Section 32, T41N, R116W, Teton County, Wyoming, described as follows:

Beginning at a point $N89^{\circ}21'W$. 606 feet and $S00^{\circ}09.5'W$. 837 feet from the one-quarter corner common to Sections 32 and 33; thence $N89^{\circ}50.5'W$. 190 feet; thence $N00^{\circ}09.5'E$. 180 feet; thence $S89^{\circ}50.5'E$. 190 feet; thence $S00^{\circ}09.5'W$. 180 feet to the point of beginning, together with and singular the tenements, hereditaments, appurtenances, and improvements thereon belonging, reserving unto the grantors and their assigns the right to ingress and egress across said lands to each unit; all in accordance with the map prepared and filed for record in said Office.

According to that plat of Cluster Three Addition, recorded April 24, 1973, as Plat No. 225 in the Office of the Teton County Clerk, State of Wyoming.

Attachment D- Legal Description for Cluster Four Addition to the Town of Jackson

To-wit:--

That part of the NE1/4SE1/4 of Section 32, T41N, R116W, within the incorporated limits of the Town of Jackson, Teton County, Wyoming being part of that tract of record in the Office of the Clerk of Teton County in Book 14 of Deeds on page 125, described as follows:

Commencing at the east one-quarter corner of said Section 32 where found a 2" galvanized steel pipe 30" long with brass cap inscribed "T41N R116W 1/4 S32/S33"; thence N89°-21'W, 466.0 feet along the north line of said NE1/4SE1/4 to a point; thence S00°-09.5'W, 477.2 feet parallel to the east line of said Section 32 to the northwest corner of Jackson Hole Meadows Addition to the Town of Jackson; thence N89°-51.5'W, 380.0 feet to the POINT OF BEGINNING; thence S00°-09.5'W, 179.8 feet parallel to said east line to the northwest corner of Cluster Three Addition to the Town of Jackson of record in the said Office as Plat No. 225; thence S89°-50.5'E, 190.0 feet along the north line of said Cluster Three Addition to the northwest corner of Cluster One Addition to the Town of Jackson of record in the said Office as Plat No. 198; thence N00°-09.5'E, 179.9 feet along the west line of Cluster Two Addition – Amended to the Town of Jackson of record in the said Office as Plat No. 210 to the northwest corner; thence N89°-51.5'W, 190.0 feet to the POINT OF BEGINNING; ENCOMPASSING an area of 0.784 acre, more or less; each point and corner marked by a steel T-shaped stake 24" long with metal cap inscribed "SURVEY POINT DO NOT DISTURB RLS164"; RESERVING unto the grantors and their assigns the right to ingress and egress across said lands to each unit; And it is further certified that this description is intended to supplant that tract of record in said Office in Book 31 of Photo on page 360; all in accordance with the J.G. Scott and James R. Simon Subdivision Planning Map Cluster Four Addition Revised on 29 November, 1976.

Attachment E- Legal Description for Cluster Five Addition to the Town of Jackson

To-witt:--

That part of the NE1/4SE1/4 of Section 32, T41N, R116W, within the incorporated limits of the Town of Jackson, Teton County, Wyoming, being part of that tract of record in the Office of the Clerk of Teton County in Book 14 of Deeds on page 125, described as follows:

Commencing at the east one-quarter corner of said Section 32 where found a 2" galvanized steel pipe 30" long with brass cap inscribed "T41N R116W

1/4 S32/S33"; thence N89°-21'W, 466.0 feet along the north line of said NE1/4SE1/4 to a point;
thence S00°-09.5'W, 477.2 feet parallel to the east line of said Section 32 to the northwest corner of the Jackson Hole Meadows Addition to the Town of Jackson;
thence N89°-51.5'W, 570.0 feet to a point;
thence S00°-09.5'W, 179.8 feet parallel to the said east line to the POINT OF BEGINNING;
thence continuing S00°-09.5'W, 179.8 feet to a point on the north line of Scott lane of record in said Office in Book 10 of Miscellaneous on page 580;
thence S89°-50.5'E, 190.0 along said north line to the southwest corner of Cluster Three Addition to the Town of Jackson of record in said Office as Plat No. 225;
thence N00°-09.5'E, 179.8 feet along the west line of said Cluster Three Addition to the northwest corner;
thence N89°-50.5'W, 190.0 feet to the POINT OF BEGINNING:
ENCOMPASSING an area of 0.784 acre, more or less;
each point and corner marked by a steel T-shaped stake 24" long with metal cap inscribed "SURVEY POINT DO NOT DISTURB RLS164";
RESERVING unto the grantors and their assigns the right to ingress and egress across said lands to each unit;
and it is further certified that this description is intended to supplant that tract of record in said Office in Book 43 of Photo on page 16;
all in accordance with the J.G. Scott and James R. Simon Subdivision Planning Map revised on 29 November 1976.

Attachment F- Legal Description for Cluster Six to the Town of Jackson

To-wit:--

That part of the NE1/4SE1/4 of Section 32, T41N, R116W, within the incorporated limits of the Town of Jackson, Teton County, Wyoming, being part of that tract of record in the Office of the Clerk of Teton County in Book 14 of Deeds on page 125, described as follows:

COMMENCING at the east one-quarter corner of said Section 32 where found a 2" galvanized steel pipe 30" long with brass cap inscribed "T41N R116W 1/4 S32/S33";
thence N89°-21'W, 466.0 feet along the north line of said NE1/4SE1/4 to a point;
thence S00°-09.5'W, 477.2 feet parallel to the east line of said Section 32 to the northwest corner of Jackson Hole Meadows Addition to the Town of Jackson;
thence N89°-51.5'W, 380.0 feet to the POINT OF BEGINNING;

thence S00°-09.5'W, 179.8 feet parallel to said east line to a point;
thence N89°-50.5'W, 190.0 feet to a point;
thence N00°-09.5'E, 179.8 feet parallel to said east line to a point;
thence S89°-51.5'E, 190.0 feet to the POINT OF BEGINNING;
ENCOMPASSING an area of 0.784 acre, more or less;
each point marked by a steel T-shaped stake 24" long with metal cap inscribed
"SURVEY POINT DO NOT DISTURB RLS164";
RESERVING unto the grantors and their assigns the right to ingress and egress
across said lands to each unit;
and it is further certified that this description is intended to supplant that tract of
record in said Office in Book 47 of Photo on page 53;
all in accordance with the J.G. Scott and James R. Simon Subdivision Planning
Map revised on 29 November 1976.

Certificate of Amendment

I, _____, President of the Clusters Homes Association, Inc., do hereby certify that the foregoing is the Amended Declaration of Covenants, Conditions and Restrictions, and that the same was amended in accordance with the requirements of the Declaration of Covenants, Conditions and Restrictions on file herein, namely by the written signature of consent of not less than 75% of the Owners, and that such signatures are on file with the Association.

Cluster Homes Association, Inc.,
a Wyoming non-profit corporation:

President

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On this _____ day of _____, 2015, before me, the undersigned Notary Public, personally appeared _____ for Cluster Homes Association, Inc., and known to me, or proven by satisfactory evidence, to be a designated agent of the corporation that executed the foregoing and acknowledged said instrument to be the free and voluntary act and deed of the corporation, by authority of Statute, its articles of incorporation or its corporate bylaws, for the uses and purposes therein mentioned, and on oath stated that (s)he is authorized to execute said instrument on behalf of the corporation.

WITNESS my hand and official seal.

Notary Public
My Commission expires: