

**DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
THE CABINS AT GRAND TARGHEE**

**THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR THE CABINS AT GRAND TARGHEE** (this “Declaration” or these “Covenants”) is made this 15<sup>th</sup> day of August, 2025 by GTR Real Estate I, LLC, a Delaware limited liability company (the “Declarant”) and shall be effective upon recordation in the Office of the Teton County, Wyoming Clerk (the “Effective Date”).

**ARTICLE I – PURPOSE AND INTENT; DECLARATION**

**Section 1. Purpose and Intent.** This Declaration is intended to apply to Lots 1 through 13 of Plat No. 1474, “FINAL PLAT OF THE CABINS AT GRAND TARGHEE PHASE I” as recorded in the Office of the Teton County, Wyoming Clerk (the “Property” or “The Cabins at Grand Targhee”).

This Declaration provides for the overall development, administration, maintenance, and preservation of the Property in a cohesive, efficient, well-planned, and economically viable manner that is consistent with the continued development of the Grand Targhee Resort, as defined in Article II, below.

Declarant, as owner of the Property, intends by the recording of this Declaration to create a general plan of development for the first phase of The Cabins at Grand Targhee, which phase shall include eleven (11) Townhome Lots on which individual townhome cabins are being constructed (each a “Cabin Lot” and collectively the “Cabin Lots”). The Property shall also include one (1) Common Area Lot and one (1) Road and Utility Lot for use by all Owners, as further defined below.

In addition to being governed by this Declaration, the Property is also governed by the following, which list is not exhaustive: (i) the Grand Targhee Resort First Amended Master Plan, Planned Unit Development for Planned Resort (PUD-PR) dated February 12, 2019 (the “Amended Master Plan”); (ii) the Teton County Final Development Plan DEV2022-0008 granting approval for the construction and development of twenty-two (22) lodging cabins in the Resort Residential and Accommodation Plan Area of the Grand Targhee Resort (the “Final Development Plan”); (iii) Development Plan DEV2025-0002 amending Teton County Final Development Plan DEV2022-0008; (iv) Administrative Adjustment ADJ2022-0013 granting an exception to certain regulations regarding construction in sloped areas (the “Administrative Adjustment”); and (iv) all other “Governing Documents” defined in Article II below.

**Section 2. Right to Include Additional Properties.** Declarant reserves the right to annex or subject any additional lots or real property, whether or not within the boundary of the Cabins of Grand Targhee, to the terms, conditions, and restrictions of these Covenants, thereby making the Owners of such additional properties Members of the Cabins at Grand Targhee Owners’ Association.

**Section 3. Declaration and Adoption of Covenants.** Declarant hereby declares that the Property shall be owned, sold, conveyed, encumbered, leased, used, occupied, and developed subject to these Covenants. These Covenants shall run with the Property, shall be binding upon all parties having or acquiring any legal or equitable interest in or title to the Property or any part thereof, and shall inure to the benefit of every Owner. Each Owner of a Cabin Lot shall, on behalf of themselves and their heirs, executors, administrators, successors, and assigns, by acceptance of the deed or other conveyance thereof, be conclusively deemed to have consented and agreed to be bound by these Covenants.

The provisions of this Declaration shall run with the Property and all the Cabin Lots and every interest therein or pertaining thereto and are enforceable both under law and as equitable servitudes. The covenants, conditions, and restrictions as set forth in this Declaration shall be enforceable in perpetuity, by the Declarant, the Association, any Owner, and each of their legal representatives, heirs, successors, and assigns, all as more particularly set forth herein.

**Section 4. Property Subject to Governing Documents and Teton County Approvals.** All Development and use of the Property shall conform to the requirements of all Governing Documents and Teton County Approvals, as defined herein, along with any other applicable laws, orders, regulations, and requirements of any governmental agency having jurisdiction. In case of any conflict between any of the aforementioned regulations and documents, the more stringent requirement or restriction shall govern.

**Section 5. Property Included in Grand Targhee Resort District.** The Property is included in the Grand Targhee Resort District, a duly formed Wyoming Resort District (the “Resort District”), which maintains all power and authority provided to it under Wyoming law. By virtue of acceptance of a warranty deed or other instrument conveying title for a Lot, each Owner understands and agrees that the Resort District may provide certain services to Owners, which may include but are not limited to water, sanitation, and related amenities or improvements, and that each Owner may be required to pay fees for such services.

## **ARTICLE II – DEFINITIONS**

**Section 1. “Administrative Adjustment”** means Teton County Administrative Adjustment ADJ2022-0013, allowing development on certain natural slopes up to 36% subject to the conditions of the permit. A copy of ADJ2022-0013 is maintained in the Office of the Teton County, Wyoming Planning and Building Department.

**Section 2 “Amended Master Plan”** means Grand Targhee Resort First Amended Master Plan, Planned Unit Development for Planned Resort (PUD-PR) dated February 12, 2019, as maintained in the office of the Teton County Planning and Building Department.

**Section 3. “Articles of Incorporation”** means the Articles of Incorporation of The Cabins at Grand Targhee Owners’ Association, at such time as the same are filed with the Wyoming Secretary of State.

**Section 4.** “Assessments” means the Regular, Special, or Specific Assessment levied upon Owners pursuant to these Covenants and as defined in Article IX of this Declaration.

**Section 5.** “Association” means The Cabins at Grand Targhee Owners’ Association, a Wyoming nonprofit corporation, as the same is detailed in Article VIII of the Declaration.

**Section 6.** “Board of Directors” or “Board” means the Board of Directors of the Association, appointed or elected in accordance with the Declaration, the Articles, and the Bylaws.

**Section 7.** “Bylaws” means the Bylaws adopted by the Association for the regulation and management of the Association, including any amendments thereto.

**Section 8.** “Cabin” means each Cabin Townhome, and “Cabins” refers to the Cabin Townhomes on the Property.

**Section 9.** “Cabin Lot” or “Lot” means each of Lots 3 through 13 as shown on the Plat, as well as any additional cabin lots made subject to this Declaration in the future.

**Section 10.** “Cabins Rules and Regulations” means the rules and regulations promulgated by the Association for the management, preservation, safety, control, and orderly operation of the Property.

**Section 11.** “Common Area” or “Common Area Lot” means Lot 1 as designated on the Plat. The Common Area Lot is owned by Declarant, to be used for the benefit, common use, and enjoyment of all Owners on a non-exclusive basis.

**Section 12.** “Common Elements” include the Common Area; the Road and Utility Lot; the Cabins Water and Sewer System; all landscaping; and all other parts of the Property designated as Common Elements pursuant to this Declaration.

**Section 13.** “Common Expenses” means the Common Expenses defined in Article VII, Section 3. Common Expenses shall not include costs or expenses that are the responsibility of, or allocated to, individual Owners or the Declarant.

**Section 14.** “Declarant” means GTR Real Estate I, LLC, a Delaware limited liability company, its successors and assigns.

**Section 15.** “Declaration” or “Covenants” means this Declaration of Covenants, Conditions and Restrictions for The Cabins at Grand Targhee, as the same may be amended or supplemented from time to time.

**Section 16.** “Design Guidelines” means any architectural, design or construction standards duly promulgated by the Association, as well as any Design Guidelines promulgated for all areas within Grand Targhee Resort that are applicable to the Property.

**Section 17.** “Design Review Committee” means a committee designated by and serving under the authority and at the discretion of Grand Targhee Resort, LLC or its assignee, with the responsibility of implementing and maintaining architectural and design standards of all areas within Grand Targhee Resort.

**Section 18.** “Development” means any alteration of the natural land surface or vegetation on a Lot, or any construction or placement of any Structure or other improvement on a Lot, as well as associated work on the Common Area or Road and Utility Lot.

**Section 19** “Development Period” means the period of time, commencing on the date of recordation of this Declaration, during which Declarant or Grand Targhee Resort, LLC, either individually or collectively, continues to use, develop, or retain for further development any land contiguous to the Property, provided that this period shall terminate upon Declarant’s recorded notice of such termination or the expiration of ten (10) years, whichever is sooner. During the Development Period, Declarant may relinquish certain of its rights while retaining others. All such relinquishments shall be in writing and recorded in the Office of the Teton County, Wyoming Clerk.

**Section 20.** “Director” means a member of the Board of Directors of the Association.

**Section 21.** “Final Development Plan” means Final Development Plan DEV2022-0008 for the Cabins at Grand Targhee Resort, approving the development of 22 Cabins within the Property, together with AMD2025-\_\_\_\_\_, which amends the original Final Development Plan. The Final Development Plan is maintained in the Office of the Teton County, Wyoming Planning Department,

**Section 22.** “Governing Documents” mean the Articles, Bylaws, Declaration, Plat, Cabins Rules and Regulations, Master Rules and Regulations for the Grand Targhee Resort, and the Design Guidelines, all as may be drafted, amended or supplemented from time to time.

**Section 23.** “Grand Targhee”, “Grand Targhee Resort” or the “Resort” means Lots 1 through 13 as currently platted on the final Plat of The Cabins at Grand Targhee, Plat No. \_\_\_, recorded in the Office of the Teton County, Wyoming Clerk, together with that parcel of land shown on Plat No. 1467, recorded in the Office of the Teton County, Wyoming Clerk on September 17, 2024, as “Remainder of Tract 39, Grand Targhee Resort, LLC”, located in parts of unsurveyed SE1/4 SEC. 11 & SW1/4 SEC 12, TWP.44, RNG.118, PIDN No. 22-44-18-11-4-00-002. “Grand Targhee Resort, LLC” refers to the legal entity that, as of the date of this Declaration, owns the areas of Grand Targhee Resort other than the Property as defined herein and manages and operates Grand Targhee Resort. The term Grand Targhee Resort, LLC includes its successors and assigns.

**Section 24.** “Manager” or “Property Manager” means a person or entity engaged by the Association to perform such duties, powers, or functions of the Association as the Board may authorize from time to time for the efficient management of the Common Elements or the affairs of the Association.

**Section 25.** “Master Rules and Regulations for Grand Targhee” or “Master Regulations” means rules and relations that govern all aspects of the Grand Targhee Resort, including the Property, to ensure consistency of rules, standards, and expectations within the Resort. The Master Rules and Regulations may, at Grand Targhee Resort LLC’s sole discretion, include Design Guidelines.

**Section 26.** “Member” means any Person or entity subject to membership in the Association pursuant to Article VIII, Section 2 of this Declaration.

**Section 27.** “Owner” means any person or entity owning record title to a Lot, including a contract purchaser, but excluding anyone having an interest in a Lot as security for the performance of an obligation, unless such secured person has acquired record title to the Lot pursuant to foreclosure or any proceedings in lieu of foreclosure.

**Section 28.** “Owners’ Permittee(s)” or “Permittee(s)” mean an Owner’s agents, family members, tenants, guests, employees, agents, invitee, property managers, and contractors.

**Section 29.** “Person” means a natural person, a corporation, partnership, limited liability company, trustee, or any other legal entity.

**Section 30.** “Plat” means the final plat for The Cabins at Grand Targhee, Plat No.       , recorded in the Office of the Teton County, Wyoming Clerk.

**Section 31.** “Property” means Lots 1 through 13 of The Cabins at Grand Targhee, as platted on Plat No.        recorded in the Office of the Teton County, Wyoming Clerk.

**Section 32.** “Resort District” means the Grand Targhee Resort District, a duly formed Wyoming Resort District.

**Section 33.** “Roads” means all roads within the Property, as shown on the Plat, which provide access to the Property and to individual Lots. The term “Roadway” includes all driveways that are located on the individual Cabin Lots.

**Section 34.** “Road and Utility Lot” means the Lot on the Plat upon which road(s) and utilities serving the Cabins are located. The Road and Utility Lot shall be owned by Declarant. Declarant may, but is not obligated to, transfer Road and Utility Lot to the Association or to another entity, including a Special District.

**Section 35.** “Rules and Regulations” means both the Cabins Rules and Regulation and the Master Rules and Regulations.

**Section 36.** “Structure” is as defined in the then-current Teton County Land Development Regulations.

**Section 37.** “Teton County Approvals” mean the Amended Master Plan, the Final Development Plan, and the Administrative Adjustment, along with any future Teton County

Permits or approvals that govern any aspect of the Property, or any property annexed herein, as is allowed by the terms of this Declaration.

**Section 38.** **“Utility”** is as defined in the Amended Master Plan.

**Section 39.** **“Water and Sewer System”** means the water supply and distribution system and the wastewater collection and disposal system for the Cabins, including but not limited to: water tanks; a pressure boosting system and the building within which the system is located; water and sewer lines, all water and sewer-line appurtenances; and all other related water and sewer infrastructure and equipment up to the point at which the lines enter a Cabin.

### **ARTICLE III – CABINS TOWNHOMES AND LOTS**

**Section 1.** **Title.** Title to a Cabin Lot may be held individually or in any form of concurrent ownership recognized in the State of Wyoming. For the purposes of this Declaration, there shall be only one Owner for each Lot. If more than one person has ownership of a Lot, all co-owners shall agree between themselves how to share the rights and obligations of such ownership, but all co-owners shall be jointly and severally liable for performance and observance of the duties and obligations of an Owner with respect to the Lot in which they own an interest.

**Section 2.** **Time Shares and Fractional Use Arrangements Prohibited.** No Lot may be owned or operated as a time-sharing or fractional use arrangement, or other similar arrangement whereby the right to exclusive use of the Cabin is allocated, scheduled, or alternated among parties on a fixed or floating time schedule for separate or repeating time intervals, whether by written, recorded, agreement or otherwise.

**Section 3.** **No Partition.** No Owner of a Lot shall be entitled to bring any action for partition or division of any portion of the Property.

**Section 4.** **Subdivision of Lots.** Lots 1 through 13 may not be further subdivided, though nothing herein is intended to prohibit an adjustment of the boundaries of each Lot pursuant to applicable Teton County, Wyoming regulations.

**Section 5.** **Taxes and Assessments.** Each Lot shall be considered a separate parcel of real property and shall be separately taxed and assessed. Taxes levied on each Lot may include, but are not limited to property taxes, Resort District taxes, and other special district taxes as the same may become applicable. The owner of the Common Elements shall be responsible to pay, as a Common Expense, all real estate taxes and other assessments, personal property taxes and all other taxes, duties, charges, fees and payments that are imposed, assessed or levied upon the Common Elements by any governmental or public authority, or arise in connection with the use and management of the Common Elements.

**Section 6.** **Separate Mortgages.** Each Owner shall have the right to mortgage or otherwise encumber its Cabin Lot, however, no Owner shall attempt or have the right to mortgage or otherwise encumber the Common Elements or any part thereof. Any mortgage shall be subordinate to all provisions of this Declaration, and in the event of foreclosure, the provisions of

this Declaration shall be binding upon any Owner whose title is derived through the foreclosure by private power of sale, judicial foreclosure, or otherwise.

**Section 7. Transfer Fees.** The Cabin Lots are subject to a Real Estate Transfer Fee and a Community Services Transfer Fee, as set forth below. These transfer fees are in addition to, and separate and apart from, any Assessment levied pursuant to Article IX of this Declaration. The deed recorded for each Cabin Lot shall contain a notice of the transfer fee required by (i) the Grand Targhee Resort Employee and Affordable Housing Agreement, recorded in the Office of the Teton County, Wyoming Clerk on October 11, 2019 as Document No. 0979048 (the “Housing Agreement”) and (ii) the Community Services Transfer Fee Agreement and Restrictive Covenant recorded in the Office of the Teton County Wyoming Clerk on February 12, 2019 as Document No. 0964541 (the “Community Services Transfer Fee Agreement”). The below transfer fee descriptions are summaries, and each Owner is responsible for adherence to the specific terms and conditions as set forth in the recorded transfer fee agreements.

- (a) Real Estate Transfer Fee.** Pursuant to the Housing Agreement, each Cabin Lot shall be subject to a restrictive covenant requiring the payment of a half percent (0.5 %) real estate transfer fee on the closing of the transfer, sale and resale of residential lots and units within Grand Targhee (excepting the transfer and sale of lots and units by the Declarant), which fees shall be dedicated to the creation of affordable and workforce housing.
- (b) Community Services Transfer Fee.** Pursuant to the Community Services Transfer Fee Agreement, there shall be an initial transfer fee of two percent (2%) on sales of Cabin Lots, and all subsequent sales of Cabin Lots are subject to a transfer fee of one percent (1%) in perpetuity, which collected fees shall be dedicated to conservation of lands and the Teton Creek Corridor Project.

#### **ARTICLE IV - USE AND CONDUCT**

**Section 1. General.** Subject to the provisions of the Governing Documents, each Owner shall have full and complete control and ownership of its Cabin Lot and each Owner and Permittees shall have the right to use and enjoy the same. Use of the Property shall comply with the Governing Documents and the Teton County Approvals.

**Section 2. Occupancy.** Pursuant to the terms of the Amended Master Plan and the Final Development Permit, the Cabins shall be for single-family residential use only, including Short-Term Rentals. All leases for Cabins must be in writing and are subject to approval by the Association. Leases shall confirm the length of rental and shall include any Rules and Regulations to which renters are subject, as well as the consequences for violations of the same.

**Section 3. No Commercial Use.** No Cabin may be used for commercial purposes, as the Cabins are to be used only for single-family residential use, Owner-occupancy and Short-Term Rentals. Short-Term rentals that comply with the Amended Master Plan is not considered commercial use.

**Section 4. Limitation on Owner Construction, Grading and Landscaping.** No Owner may erect, place, alter, add to, reconstruct, or permit to remain on any Lot any Structure other than the Cabin, nor shall any Owner engage in construction activities, grading, or removal of trees or other vegetation on their Lot.

**Section 5. Use of Common Elements.** There shall be no obstruction of the Common Elements. Owners shall not keep or store any item or property on any part of the Common Elements, nor may any Owner alter, construct within, or remove property from the Common Elements without the prior written approval of the Association.

**Section 6. Parking and Storage of Equipment.**

- (a)** Each Cabin will include a one (1) car garage which shall contain space to park a single passenger vehicle or standard sized truck. Each garage will also contain a designated storage area (the “Storage Area”). Garage space on each Lot is intended for the occupant of the Cabins and Owners are not permitted to store a vehicle in the garage during periods when the Cabin is not occupied by the Owner. Owners may store a limited amount of personal equipment in the Storage Area while not in residence, so long as the remainder of the garage remains free and clear for use by the then-current occupant of the Cabin.
- (b)** No cars, motorcycles, trucks, tractors, trailers, campers (whether or not on a truck), motor homes, recreational vehicles, boats, snow removal equipment, garden or maintenance equipment, or similar vehicles and equipment, shall be stored on any Lot except in an enclosed garage on a Lot.
- (c)** Parking on the Roads is specifically prohibited, but additional parking may be allowed in other designated areas of Grand Targhee pursuant to the Master Rules and Regulations.

**Section 7. Snowmobiles, Motorcycles, and Off-Road Vehicles.** Unless otherwise stated in the Master Rules and Regulations, use of snowmobiles, motorcycles, all-terrain vehicles, or other similar, motorized equipment within the Property is prohibited.

**Section 8. Pets and Livestock.** No livestock of any kind may be kept or maintained on the Property. Lot Owners may have one household pet, provided that the Owner shall comply with all applicable Rules and Regulations related to pets on the Property. Renters of Cabins may not have pets.

**Section 9. Outdoor Fires.** Outdoor fires, including charcoal barbecues, are strictly prohibited. Gas grills and gas fire pits may be allowed in designated outdoor areas and shall be operated in accordance with the Rules and Regulations.

**Section 10. Use of United States Forest Service Lands; Prohibition on Construction of Trails.** The Property lies adjacent to lands owned by the United States Forest Service (the “USFS”). These USFS lands and adjacent trails are open to Owners of the Cabins and their

Permittees, provided that all USFS rules, regulations, and restrictions shall be strictly adhered to. This requirement is contained in Section 3.7.C of the Amended Master Plan, and includes but is not limited to, a prohibition on the construction or development of any trails.

**Section 11. Firearms and Fireworks Prohibited.** The discharge of firearms on the Property is prohibited. For the purposes of this section, firearms shall include BB guns, pellet guns, and any other firearms. Fireworks are likewise prohibited.

**Section 12. Feeding of Wildlife.** All feeding of wildlife is prohibited.

**Section 13. Noxious or Offensive Activities.** No noxious or offensive activity, including, but not limited to, unreasonably loud or annoying noises or noxious or offensive odors, is permitted on any Lot or elsewhere on the Property. No light that is unreasonably bright or causes unreasonable glare shall be emitted from any Lot. No Owner shall alter the exterior lighting fixtures on a Cabin without written permission from the Association.

**Section 14. Mineral Activities Prohibited.** No mining or other mineral extraction or development activities shall be permitted on any Lot.

**Section 15. Temporary Structures Prohibited.** No temporary structures, such as trailers, tents, shacks, or other similar structures shall be permitted on any Lot, except during construction or for marketing of any Lot for sale, as may be authorized in writing by the Association.

**Section 16. Maintenance of Lots; Refuse Removal.** Refuse and trash shall be kept at all times in a covered bear-proof container, and any such container shall be kept within an enclosed Structure or, if outside, appropriately screened from view. Clotheslines are prohibited. All Lots shall be kept in an orderly manner so as not to present an unattractive or unkempt appearance, a nuisance, health hazard or danger to other Owners or their Permittees. The Association, through its designated agents, shall have the authority to enter upon any Lot and remove any nuisance or trash in accordance with Article VI, Section 4 of this Declaration.

**Section 17. Signs.** No signs shall be erected or maintained on any Lot or Common Area, except one sign that identifies the Cabin address. This Section does not prohibit traffic signs, or "for sale" signs as may be specifically approved by the Association.

**Section 18. Connection to Electric, Propane, Fiber Optic Cable and other Utilities.** Electric, telephone, fiber optic lines, and data and wire utility lines will be installed underground in the Road and Utility Lot and/or in utility easements. Connections of utilities to each shall be completed as part of the original construction of the Cabins. Thereafter, all utility services shall be paid for by Owners. In the event satellite dish television is supplied there may be a connection charge, and the location and use of satellite dishes shall be approved by the Association and shall comply with all applicable County and Federal regulations.

**Section 19. Water and Sewer Systems.** The Water and Sewer Systems, up to the point where the systems enter each Cabin, will be owned and operated by Grand Targhee Resort, LLC

unless delegated or transferred to Declarant, the Association, or another entity which may include, but is not limited to, the Resort District or a Special District that may be established in the future for such purposes. The Cabins will be connected to water and sewer services during construction and thereafter the Owner will be charged fees necessary to cover the annual operating costs and capital requirements of the Water and Sewer systems. Fees may be based on water/sewer usage and/or a per Lot fee.

**Section 20. Alterations.** Nothing shall be done or kept on any Lot or in or on the Common Elements which will increase the rate of insurance for the Property without the prior written consent of the Association. No Owner shall permit anything to be done or kept on its Lot which will result in the cancellation of said insurance, or which would be in violation of any applicable law, order, regulation, or requirement.

**Section 21. Fencing.** No Owner-installed fencing is allowed on the Property.

**Section 22. Permittees Covered by these Covenants.** All provisions of the Governing Documents related to use, conduct upon, or occupancy of the Property shall also apply to all Permittees. It is each Owner's obligation advise Permittees that violations of the Governing Documents may result in fines levied against Permittees. It is expressly understood that Owners may be held responsible for acts of their Permittees and me liable for any unpaid fines levied upon Permittees.

## **ARTICLE V - RULES AND REGULATIONS**

**Section 1. Cabins Rules and Regulations.** While the Governing Documents establish a plan of development and operation for the Property, Declarant and the Association must have the ability to respond to unforeseen issues, changes in circumstances, needs, desires, trends, and technology which cannot necessarily be anticipated, but may impact the Property. As such, subject to the Association's duty to exercise business judgment and reasonableness, the Association may establish Rules and Regulations for the Property, which may be amended from time to time by vote of the Board, in accordance with the Bylaws. The Cabins Rules and Regulations, and all amendments thereto, shall be effective thirty (30) days after written notice to all Owners via email (or US Mail if requested in writing by an Owner) to the address maintained for the Owner. Owners or Permittees who violate the Cabins Rules and Regulations are subject to enforcement action by the Association in accordance with Article XIV below. It is the obligation of all Owners to provide the relevant, then-current Cabins Rules and Regulations to Permittees and to provide notice that they may be subject to penalties or fines for violations of the Rules and Regulations.

**Section 2. Grand Targhee Master Rules and Regulations.** In addition to the Cabins' Rules and Regulations, Grand Targhee Resort, LLC may independently establish Master Rules and Regulations applicable to the entirety of the Resort, including the Property. Such rules and regulations are intended to preserve property values, to ensure the orderly development of the Resort, to ensure a continuity of appearance and aesthetics, and to ensure compliance with the Teton County Approvals, which list is not exclusive. The Master Rules and Regulations may include but are not limited to: the design guidelines and construction standards for all construction within the Resort; restrictions on parking and traffic within the Resort; restrictions regarding noise;

further restrictions on allowed uses of property within the Resort boundary; and rules intended to ensure that the Resort engages in sound environmental and fire-prevention practices. Where there is a conflict between this Declaration, the Cabins Rules and Regulations, and the Master Rules and Regulations, the more restrictive regulation shall govern.

## **ARTICLE VI - PROPERTY RIGHTS AND EASEMENTS**

**Section 1.     General.** The Property shall be subject to any easements as located on the Plat; or as reserved or granted under this Declaration or any Supplemental Declaration.

As additional areas of Grand Targhee are developed in accordance with the Amended Master Plan, Declarant anticipates that additional Plats will be approved, and additional easements, such as easements to accommodate utilities and related infrastructure, access rights-of-way, trails, and paths, or easements otherwise related to the Property may be recorded and may burden or benefit portions of the Property. All above-ground appurtenances shall be installed and maintained in such a manner as not to significantly interfere with easements.

Utilities shall, to the greatest extent practical, be located within the Road and Utility Lot, provided that additional easements may, at Declarant's sole discretion, be granted for the installation, maintenance, repair, and replacement of utilities, including but not limited to storm drainage, wastewater utility systems, water, underground electrical lines, gas lines, telephone lines, and cable installation.

**Section 2.     Easements Benefiting Declarant, Grand Targhee Resort, LLC, and the Association.**

- (a)** Declarant hereby grants to itself, Grand Targhee Resort, LLC, and the Association non-exclusive easements and rights as follows:
  - (i)** over and across the Common Area and the Road and Utility Lot as is reasonably necessary to install, repair, replace and improve landscaping, signage, monuments, sidewalks and trails, irrigation, water and sewer systems, and utilities servicing any Cabin or the Common Elements;
  - (ii)** over and across each Cabin Lot (excluding the interior of any Cabin unless otherwise provided in the Declaration) to install, maintain, repair, replace, and improve landscaping and utilities, and those portions of the Cabins for which the Association is responsible; and
  - (iii)** the right to make changes to the Common Elements for the benefit of the Owners.

**Section 3.     Easements Benefitting Owners.**

- (a)     Owners' Property Rights to Common Elements and Common Areas.** Every Owner shall have a nonexclusive easement over and through the Road and Utility

Lot for ingress and egress to the Owner's Cabin and a non-exclusive right and easement of use, access, and enjoyment in and to the Common Elements, subject to the terms of this Declaration. The rights to use the Common Elements shall extend to each Owner's Permittees. Such Owner rights are expressly subject to the following:

- (i) The right of Declarant and the Association to adopt regulations concerning vehicular traffic and travel upon the Property and parking of vehicles or other motorized equipment; and any other rules and regulations as may be deemed necessary or prudent for the management, preservation, safety, control, and orderly operation of the Property for the benefit of all Owners, and for facilitating the greatest and most convenient availability and use of the Lots and Common Elements.
- (ii) The Easement granted to Owners pursuant this Section shall be subject to the right of the Declarant and the Association to suspend any Owner or Permittee's right to use and enjoyment of any of the Common Elements (provided no Owner may be denied access to its Lot) in the event the Owner is more than thirty (30) days delinquent in the payment of assessments or other fees or dues as set forth herein.

**Section 4. Right of Entry.** The Association shall maintain an easement for the right, but not the obligation, to enter upon any Lot:

- (a) For emergency, security, and safety reasons, including to preserve or protect the Cabin, without advance notice. This may include the right to enter the Cabin in instances that may include, but not be limited to a burst pipe, concern of fire, or other circumstances that must be addressed immediately.
- (b) To inspect any Lot or Cabin for the purpose of ensuring compliance with the Governing Documents, upon not less than 24-hours' notice to an Owner pursuant to the Notice provisions contained in Article XVI, Section 2 below;
- (c) To remove improvements that are in violation of the Governing Documents, provided Owner has been provided Notice and the opportunity to correct the nonconforming improvement(s) within a reasonable period but failed to do so.
- (d) In the event an Owner fails or refuses to cure any condition which may increase the possibility of a fire or other hazard within a reasonable time after requested by the Association, this right of entry shall include the right of the Association to immediately enter upon any Lot to cure the hazard.
- (e) To remove trash or refuse that has accumulated on a Lot.

Such right may be exercised by the Association's officers, agents, employees and managers. Owners expressly understand and acknowledge that in an emergency, security, or safety situation

this right may also be exercised by emergency response personnel without notice it being understood that such action shall not be deemed a trespass. Any expense incurred by the Association pursuant to this Section 4 is chargeable to the Cabin Owner and enforceable as a Specific Assessment pursuant to Article IX.

**Section 5. Additional Easements.** Notwithstanding anything to the contrary in this Declaration, Declarant or the Association may grant easements over the Road and Utility Lots, and the Common Areas for installation and maintenance of additional utilities, drainage, facilities, and roads and for other purposes not inconsistent with the intended use of the Common Areas and Road and Utility Lots.

**Section 6. Easements Run with Land.** Except as otherwise provided in this Article, all easements established and granted pursuant to this Declaration and on the Plat are appurtenant to and run with the Property, and will be perpetually in full force and effect so long as this Declaration is in force, and will inure to the benefit of and be binding upon Declarant, the Association, Owners, Permittees, and any other Person (as defined in Article II, Section 29) having any interest in the Property or any part thereof. The Cabin Lots, the Common Area, and the Road and Utility Lots will be conveyed and encumbered subject to all easements set forth in this Article, whether or not specifically mentioned in such conveyance or encumbrance.

**Section 7. Declarant's Easement for Construction.** Declarant reserves for itself and its successors, assigns, members, directors, agents, employees, contractors, and subcontractors, a non-exclusive easement for ingress and egress over, under, upon, and across the Property, including without limitation, the right to construct improvements thereon, to store materials, and to make such other use thereof as may be reasonably necessary incident to completion of the orderly development of the Property.

**Section 8. Easements for Cross-Drainage.** Every Cabin Lot shall be burdened with easements for natural drainage of storm water runoff from other portions of the Property; provided, however, that the natural drainage of any Cabin Lot shall not be altered in a manner that materially increases the drainage of stormwater onto adjacent portions of the Property without the consent of Declarant, the Owner(s) of the affected Lot, and the Association.

**Section 9. Additional Easements.** Declarant shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or modify or relocate any such existing easements or drainage facilities, in any portion of the Property, and to grant access easements or relocate any existing access easements in any portion of the Property, as Declarant shall deem necessary or desirable for the proper operation and maintenance of any improvements, or any portion thereof, or for the general health or welfare of the Owners, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Cabins for their intended purposes.

## **ARTICLE VII- OBLIGATION FOR MAINTENANCE AND REPAIRS**

### **Section 1. Association's Responsibilities.**

**(a) Maintenance of Common Elements.** The Association shall repair, maintain, and keep in good condition, repair, and working order the Common Elements, which repair and maintenance work may include, without limitation:

- (i)** all landscaping and other improvements, including recreational pathways or trails situated upon the Common Elements; and
- (ii)** maintenance, repair, and snow removal and/or mitigation on the Road and all driveways to the Cabins.
- (iii)** Upon the written approval of Declarant and the Association, certain maintenance, repair and replacement obligations related to the Road and the Water and Sewer Systems may be transferred to another entity or Special District, provided that the costs shall remain the obligation of Owners.

**(b) Maintenance of Cabin Exteriors and Lot Landscaping.**

- (i)** To ensure the uniform and complementary appearance and proper upkeep of the exteriors of the Cabins, as well as to ensure compliance with the Governing Documents, the Association shall repair, maintain, and keep in good condition and working order the exterior of the Cabins, including, without limitation, all siding, outdoor lighting, decks, patios, roofs, windows, and doors. Costs for such repair and maintenance that is provided to all Cabins in this Phase I, or to all Cabins in any subsequent phase of the Cabins project, shall be paid via Regular or Special Assessments and accounted for in the Association budget. A reserve account may be established for these costs.
- (ii)** Where repair, replacement, or maintenance work is required for less than all the Cabins, the Association shall complete the work and the costs therefor shall be levied upon the Owner as a Specific Assessment on the Lot, subject to the provisions of Article IX, Section 7.
- (iii)** The Association shall install and maintain all landscaping and other related improvements on Lots and perform all yard maintenance on Lots and shall perform snow removal on the driveway to each Cabin.
- (iv)** Owners are prohibited from making improvements or repairs to the exterior of the Cabins or to any landscaping and related improvements. The Board has the authority to grant exceptions to this prohibition, which exceptions shall be approved in writing prior to any Owner work.

- (v) In the event the need for exterior maintenance or repair of a Cabin (as defined in Article VII, Section 1(b)(i) above) or any landscaping damage is caused by the negligence, or affirmative action or inaction of an Owner or Permittee, the Association shall complete the repair, maintenance, or replacement work and the cost thereof shall be levied upon the Owner as a Specific Assessment, pursuant to Article IX of this Declaration.
- (c) Election to Perform Owners' Maintenance Duties. The Association may elect to maintain or repair those portions of a Cabin which are the responsibility of an Owner pursuant to Section 2, below, if: (i) such Owner has failed, for more than thirty (30) days after written notice, to perform its responsibilities under this Declaration with respect to the maintenance or repair of its Cabin; and (ii) such failure has a material effect on the appearance of such Cabin when viewed from any area outside such Cabin or has a material adverse effect on the use of another Cabin or any Common Element for its permitted and intended use, as determined in the sole discretion of the Association. In the event the required maintenance or repair cannot be reasonably completed in the thirty (30)-day period, the Owner is obligated to commence performance of its obligations within such thirty (30)-day period and thereafter to diligently complete such performance. Each Owner will pay all costs (including, without limitation, reasonable attorneys' fees) incurred by the Association in exercising its rights under this Section, and such costs, if not paid when due, shall be levied against such Owner as a Specific Assessment, pursuant to Article IX of this Declaration.
- (d) Cleaning of Cabin Interiors. The Association may elect to create a system to provide regular cleaning of Cabin interiors. If an Owner elects to participate, the Costs for regular cleaning shall be billed to the Owner, and if not paid when due shall be levied against such Owner as a Specific Assessment, pursuant to Article IX herein.

**Section 2. Owners' Maintenance Responsibility.** Owners shall perform all interior maintenance and interior repairs of their Cabin (beginning at the inside of the exterior wall and including all plumbing, electric, insulation, and drywall as well as any cabinetry, fixtures, floor and surface coverings, and the like. Such maintenance and repair shall be at Owners' sole cost and expense, unless such maintenance responsibility is otherwise assumed by the Association pursuant to this Declaration.

**Section 3. Common Expenses for the Cabins at Grand Targhee.** All the following shall be the "Common Expenses" for the Property, which Common Expenses shall be assessed to the Owners annually as Regular Assessments, based on the Annual Budget in accordance with Article IX below. However, because the Cabins are located within the Resort District, and because Declarant may, at its sole discretion, create additional special district(s), certain of the below-listed costs and expenses may be separately assessed against each Lot. Owners remain obligated for all such costs and fees, whether paid as an Assessment or as a fee to such district.

- (a) The operation, administration and/or management of the Common Elements of the Property;

- (b) Maintenance and repair of the Roads within the Property, as well as the driveways to each Lot, including snow removal;
- (c) Planting and maintenance of all landscaping within the Property, including on Cabin Lots;
- (d) Repair, replacement, and insuring of the Common Elements, as well as those portions of the Cabins for which the Association is responsible as set forth in Article VII, Section 1;
- (e) The connection of utility services, including without limitation sewer, water, propane gas, trash removal, electricity, telephone, firewood, cable, television service, high-speed internet access, and other common items to the Lots and Common Elements. Once installed, certain of these may be included as Common Expenses, and others may become the responsibility of individual Owners, as determined by the Association;
- (f) The furnishing of security systems and services;
- (g) The payment of any sums due under any management contract for the operation of the Common Elements and Association;
- (h) Taxes and special assessments from governmental or quasi-governmental entities or agencies for the Common Elements, including but not limited to any assessments levied by the Resort District, provided that these expenses may instead be a direct charge to each Lot Owner;
- (i) Premiums for all insurance which the Association is required or permitted to maintain under this Declaration or as deemed necessary by the Board;
- (j) The deductible, if any, on any insurance policy held by the Association or the Board;
- (k) Wages of and other costs associated with Association managers or contractors;
- (l) Legal, audit, and accounting fees;
- (m) Amounts necessary to eliminate any deficit remaining from a previous period;
- (n) Creation of a reasonable reserve fund for periodic maintenance, repair, and replacement of Common Elements and those portions of the Cabin Lots for which the Association has maintenance and repair obligations, as well for future capital expenditures;

- (o) Any other operating, administrative, management, or repair and replacement costs, expenses and liabilities which may be incurred by the Association for the benefit of all 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
- (p) The provision of services to all Owners as shown on the Association Budget.

## **ARTICLE VIII - THE ASSOCIATION AND ITS MEMBERS**

**Section 1. Administration of the Cabins; Creation of the Association; Adoption of Bylaws.** The Association shall be formed no later than the date of issuance of a Certificate of Occupancy for any of the Cabins. Upon its creation, the Association shall administer the Cabins through its Board, in accordance with the Governing Documents. Upon creation of the Association, the Incorporator of the Association or the Board shall adopt the Association's Bylaws. Nothing herein is intended to preclude the Association from becoming a sub-association of the Resort if a master association is formed.

**Section 2. Association Membership.** Every Owner of a Cabin Lot shall be a Member of the Association. Membership shall occur automatically upon acceptance of a warranty deed or other instrument conveying title for a Lot. If a Lot is owned by more than one person or entity, the privileges and obligations of membership shall be shared by all such persons or entities and Owners shall be jointly and severally obligated to perform the responsibilities of Owners. If any Owner owns more than one Cabin, such owner shall be entitled to one membership for each Cabin owned. No person or entity other than an Owner may be an Association Member and Membership shall terminate when a Person ceases to be an Owner.

**Section 3. Voting.** The Association shall have one (1) class of Members, and each Lot shall be entitled to cast one (1) vote. If more than one Person (as defined in Article II above) owns a Lot, the vote for such Lot shall be exercised as the co-Owners determine amongst themselves, to be exercised by an authorized representative of such multiple Owners. The Lot's vote shall be suspended if more than one Person seeks to exercise it. If a Person owns more than one Lot, they are entitled to one (1) vote for each Lot owned.

**Section 4. Meetings of the Association.** Meetings of the Association shall be held pursuant to the Bylaws.

**Section 5. Association Board of Directors.**

- (a) The affairs of the Association shall be managed by the Board, which shall have between three (3) and five (5) Directors. Except as otherwise specifically provided by law or in this Declaration, the Articles, or the Bylaws, the Board may exercise all rights and powers of the Association without a vote of the Members. The Board shall be appointed by the Declarant, in its sole and absolute discretion, until the earlier of the following to occur: (i) Declarant waives via written instrument its reserved right to appoint all Board members; or (ii) the expiration of the Development Period. Thereafter, Declarant shall have the right in perpetuity to

appoint one (1) Director to the Board who need not be an Owner. The Board shall act according to its ordinary business judgment in performance of its duties.

**(b)** Except as set forth in Article VIII, Section 5(a) above, all Directors shall be Owners in good standing. Board terms shall be staggered per the terms of the Bylaws. Each Director shall serve until the earlier of the election and qualification of its successor, or their death, resignation, or removal. Votes for Directors shall be held in accordance with the Bylaws.

**Section 6. Association Powers.** The Association shall have the rights, powers, and duties as set forth in this Declaration and the Governing Documents, as well as under the Wyoming nonprofit corporation act, subject to the rights, powers and authority reserved by and conferred upon Declarant pursuant to this Declaration. All rights, powers, and duties of the Association shall be exercised by the Board or its designee(s), unless a vote of, or approval by, the Owners is required. The Association's rights include, but are not limited to:

- (a)** The right to adopt Bylaws for the regulation and management of the Association, which Bylaws shall be consistent with the provisions of this Declaration and Wyoming law. The Bylaws may include, without limitation, provisions regarding the voting rights of the Owners, the appointment or election of the Board, the appointment or election of officers of the Association, and meetings of the Board and Owners. In the event of an inconsistency between the Bylaws and this Declaration, this Declaration shall govern;
- (b)** The right to make, revise, amend, and enforce the Cabins' Rules and Regulations, as further detailed in Article V above;
- (c)** The right of entry to the Cabins, as set forth in Article VI, Section 4 above;
- (d)** The right, subject to Article IX, to adopt and amend budgets for revenues, expenditures, and reserves and to assess and collect any Assessments and any other amounts due from Owners or others to the Association;
- (e)** The right to hire, define the terms of employment for, and terminate property managers, agents, and independent contractors;
- (f)** The right to perform trash removal, security, cleaning, and other services for the Owners either directly or through the use of an independent contractor;
- (g)** The right to exercise any of the enforcement powers set forth in this Declaration;
- (h)** The right to institute, defend, or intervene in litigation or administrative proceedings in its own name only;
- (i)** The right to enter into contracts and incur liabilities in accordance with the properly adopted and approved budget;

- (j) The right to borrow funds to fund capital improvements or other maintenance and repair projects;
- (k) The right to acquire, hold, encumber, and convey in its own name only right, title or interest to real or personal property if conveyed to it;
- (l) The right to grant easements, leases, and licenses through or over the Common Area and Road and Utility Lot if the Association owns these Lots;
- (m) The right to impose and receive any payments, fees, or charges for any services provided to Owners;
- (n) The right to: (i) impose charges and interest for late payment of Assessments; (ii) recover reasonable attorneys' fees and other legal costs for collection of Assessments; (iii) take other actions to enforce the powers of the Association, regardless of whether or not suit was initiated; and (iv) after providing notice and an opportunity to be heard, levy reasonable fines for violations of any of the Governing Documents;
- (o) The right to provide for the indemnification of its officers and Directors as set forth in this Declaration, and to maintain directors' and officers' liability insurance in amounts deemed reasonable by the Board;
- (p) The right to exercise any other powers that may be exercised in the State of Wyoming by a nonprofit corporation;
- (q) The right to exercise those powers expressly conferred by this Declaration, the Bylaws or those powers reasonably implied from or necessary to effectuate such powers.

## **ARTICLE IX - ASSESSMENTS**

**Section 1. Members Obligation to Pay Assessments and Other Amounts.** Each Owner, upon the acceptance of a warranty deed or any other instrument of conveyance and transfer, whether not it be expressed in such instrument(s), agrees to pay the Association the Assessments, costs and fees as set forth in this Article.

**Section 2. Initial Reserve Fund Deposit.** At Declarant's sole discretion, an initial "Reserve Fund" Deposit may be required at the initial sale of each Cabin to defray operational costs where an assessment has not yet been levied.

**Section 3. Preparation of Budget and Levying of Assessments.** Not less than thirty (30) days prior to the beginning of each fiscal year, the Association shall prepare and adopt a proposed budget of the estimated expenses for the coming year for the purpose of paying: (i) all Common Expenses as defined in Article VII, Section 3; (ii) reasonable contributions to a reserve

fund deemed necessary by the Board for contingencies, replacements, and other proper purposes; (iii) additional expenses related to capital improvements or any cost-sharing agreements with other areas of the Grand Targhee Resort; (iv) such other matters as may be reasonably determined by the Board to be the subject of a Regular Assessment. The proposed budget shall reflect the sources and estimated amount of funds to cover such expense, which may include any surplus to be applied from prior years, any anticipated income from sources other than assessments, and the amount to be generated by the levy of the Regular Assessments and Special Assessments as set forth herein.

**Section 4. Approval of Budget.** Within thirty (30) days of adoption of the proposed budget, the Board shall send (pursuant to the Notice requirements in Article XVI, Section 2) a summary of the proposed budget and a date for a meeting at which the Owners shall consider approval of the proposed budget. The meeting shall be set not less than fourteen (14) nor more than sixty (60) calendar days after the Notice is sent. At the meeting (which may be held in person, via teleconference, or via videoconference) those Owners present shall vote on the proposed budget. Unless sixty-seven percent (67%) of those present at the meeting vote to reject the proposed budget, the budget shall be deemed approved. A quorum need not be present. The Board, at its discretion, may elect to conduct the vote on the budget in writing, in which case the budget shall be deemed approved so long as a majority of those submitting their written ballot vote in favor.

In the event the budget is rejected, the budget most recently ratified will continue in effect until such time as the necessary Owners ratify a subsequent budget proposed by the Board.

**Section 5. Regular Annual Assessments.** Regular Assessments shall be levied on a calendar year basis, paid in equal monthly, quarterly, or annual payments on or before the first day of each month, quarter or fiscal year, or in such other reasonable manner as the Board may establish. The obligation to pay Regular Annual Assessments shall commence for each Cabin on the first day of the month after which the Association first establishes and ratifies a budget and levies Assessments pursuant to this Article. The first annual Regular Assessment shall be prorated according to the number of months remaining in the fiscal year at the time Assessments commence.

**Section 6. Special Assessments.** In addition to Regular Assessments, the Association may levy upon Owners a Special Assessment to cover unexpected expenses, or expenses in excess of those budgeted, including without limitation the costs of any construction, restoration, or reconstruction; unexpected repair or replacement of the Property; any shortfall in the Reserve Fund, or any other expense incurred or to be incurred as provided in this Declaration (“Special Assessments”). A Special Assessment requires the approval of at least fifty-one percent (51%) of the total votes of all Members appearing in person; via videoconference, teleconference, or other electronic means so long as Members can communicate contemporaneously with one another during the meeting; or by proxy at a duly noticed meeting. The Notice shall include the details of the Special Assessment to be voted upon. Special Assessments shall be levied equally upon all Lots and shall be payable over such time period as the Board may determine. This Section shall not be construed as an independent source of authority for the Association to incur expenses but shall provide the Association with the ability to ensure the availability of funds for expense authorized in other Sections of this Declaration. During the Development Period, any Special Assessment shall require Declarant’s consent.

**Section 7. Specific Assessment.** The Association shall have the power to levy Specific Assessments against one or more of the Cabins as follows:

- (a) To cover the costs of providing benefits, items, or services to a Cabin upon request of the Owner of the Cabin for additional services (pursuant to a list of services that may be made available by the Association). Such Specific Assessment may be levied in advance of the provision of the special service.
- (b) To cover costs incurred by the Association that benefit fewer than all of the Cabins.
- (c) To cover liabilities and costs (including, without limitation, attorney's fees and costs) to: (i) maintain or repair damage or destruction to a Cabin or to a Common Element that was caused by the actions, conduct, or negligence of an Owner or its Permittees; or (ii) to bring any Cabin into compliance with any of the Governing Documents or the Teton County Approvals. Prior to levying any Specific Assessment under this subsection (c), the Board shall provide the Owner at least thirty (30) days' notice and the opportunity for a hearing before the Board.
- (d) To cover fines levied pursuant to Article XIV, Section 2 in the event the fines remain unpaid after thirty (30) days.
- (e) To cover the costs incurred by the Association to mitigate damage resulting from the intentional act or omission, negligence, abuse, misuse or neglect of an Owner or their Permittee.
- (f) The Association shall provide written notice to any Owner upon which a Special Assessment is being levied in accordance with the notice provisions set forth in Article XVI, Section 2 below, and the Special Assessment shall be paid in such reasonable manner as the Board may establish, including but not limited to a requirement that Owners pay Special Assessments through direct deposit to the Association.

**Section 8. Failure to Assess.** Failure to fix Assessment amounts or rates or to deliver each Owner an Assessment notice shall not be deemed a waiver, modification or release of any Owner's obligation to pay Assessments. In such event, each Owner shall continue to pay Regular Assessments on the same basis as during the last year for which a Regular Assessment was charged, until a new Assessment is levied, at which time the Association may retroactively assess any shortfall in collections.

**Section 9. Exempt Property.** The following property shall be exempt from payment of Assessments: (i) the Common Area and Road and Utility Lots; (ii) any real property dedicated to and accepted by any governmental authority or public utility; and (iii) any Lot that has been foreclosed upon and purchased by Declarant or the Association subject to the provisions of Section 13(b), below.

**Section 10. Personal Obligation of Owner.** The amount of any Regular Assessment, Special Assessment, or Specific Assessment against any Lot shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosure or waiver of the lien securing the same.

**Section 11. Method of Payment.** Regular and Special Assessments shall be paid in equal monthly, quarterly, or annual payments on or before the first day of each month, quarter or fiscal year, or in such other reasonable manner as the Board may establish. The Board may require advance payment of Assessments at closing of the transfer of title to a Cabin Lot and impose additional restrictions on Owners who have a history of delinquent or non-payment. Specific Assessments shall be paid in such reasonable manner as the Board may establish.

**Section 12. No Set Off or Abatement.** No Owner may exempt themselves from liability for any Assessment by non-use of the Common Elements, abandonment of its Cabin, or any other means. The obligation to pay Assessments is a covenant on the part of each Owner. No diminution or abatement of Assessments or set off shall be claimed or allowed for any alleged failure of the Association or the Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making or repairs or improvements, or from any other action by the Association or the Board.

**Section 13. Estoppel Certificate.** Within fourteen (14) calendar days of receipt of a request for an Estoppel Certificate from any Owner or Mortgagee, or the designee of either, the Association shall provide to the requesting party an Estoppel Certificate in writing, signed by an Association Officer stating whether assessments are paid and current, or unpaid; the amount of the unpaid assessments including penalties, fees, and interest accrued and due; whether the unpaid dues are for Regular Assessments, Specific Assessments, or Special Assessments; the amount of the current Regular Assessment; and the date that such assessment becomes or became due. The Board may charge a reasonable fee for the issuance of Estoppel Certificates.

**Section 14. Lien for Assessments.**

**(a) Perfection and Priority of Lien.**

- (i)** The Association shall have a lien against each Cabin to secure payment of delinquent Assessments, as well as interest (computed from the due date of such Assessment) at a rate eighteen percent (18%) per annum or such other rate set as may be set by the Board as permitted by Wyoming law, late charges in such amount as the Board may establish by resolution, costs, and reasonable attorneys' fees. Such Lien shall be perfected upon the recording of this Declaration, and no further claim or notice of lien shall be required to be recorded, though any lien may be recorded at the Board's discretion.
- (ii)** Notwithstanding the foregoing, and without limitation on the effectiveness or perfection of the lien against each Cabin, the Association shall have the right, but not the obligation, after thirty (30) days of non-payment, to

prepare and record a "Notice of Lien" in a form satisfactory to the Board which may set forth: (i) the amount of any Assessment, charge, fine or other amount due and owing to the Association; (ii) the date such amount was due and payable and the date from which interest accrues; (iii) the Cabin encumbered by the lien; (iv) the name or names, of the Owner of the Cabin as shown in the records of the Teton County, Wyoming Clerk; and (v) a statement that all assessments, interest, costs and expenses (including reasonable attorney's fees incurred in attempting to collect the unpaid amount) may continue to accrue until such Lien is fully satisfied.

(iii) Liens as set forth in this section shall attach from the due date of the assessment and shall be superior to all other liens and encumbrances on such Cabin Lot except for: (a) valid tax and special assessment liens on the Lot in favor of any governmental assessing authority; and (b) labor or materialmen's liens, to the extent allowed by law. All other lienholders acquiring liens on any Lot after the recordation date of this Declaration shall be deemed to consent that such liens shall be inferior liens to future liens for assessments as provided herein, whether or not such consent is specifically set forth in the instruments creating such liens. The secured party under a valid Mortgage, duly recorded in the land records in the Office of the Clerk of Teton County, Wyoming as to a Lot, shall be entitled to cure a default in payment of assessments by paying all past due assessments. In the event of foreclosure on any such Mortgage, the holder thereof shall take the Lot interest subject to all unpaid assessments, interest and penalties then due.

(b) Enforcement of Lien. Such lien, when delinquent, may be enforced in the same manner as provided for the foreclosure of mortgages under the laws of the State of Wyoming. Declarant or the Association may bid for a Cabin at any foreclosure sale and acquire, hold, lease, mortgage, and convey such Cabin. While a Cabin is owned by Declarant or the Association following foreclosure: (a) no right to vote shall be exercised on behalf of Declarant or the Association as Owner of such Cabin; (b) no Assessments shall be levied against such Cabin; and (c) each other Cabin shall be charged, in addition to its usual Assessments, its pro rata share of the Assessments that would have been charged to the Cabin acquired by foreclosure had such Cabin not been acquired by Declarant or the Association. The Association may sue for unpaid Assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

## **ARTICLE X - INSURANCE**

**Section 1. Types and Form of Association Insurance.** The Association shall obtain and keep in full force and effect the following insurance coverage, provided by companies duly authorized to do business in the State of Wyoming. The Association may obtain any additional insurance policies deemed reasonable and prudent by the Board.

**(a) Property Insurance.** The Association, through its Board, may obtain a policy or policies of insurance on all insurable Common Elements. The Association will determine the appropriate level of insurance protection based on estimated current replacement costs; identified potential risks and hazards; and the costs of casualty and liability insurance. The insurance policy will not cover any portion of the Cabin structures. Association insurance may include fire and extended coverage, vandalism and malicious mischief, theft, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection, but in any event such perils normally covered by the standard extended coverage and “all risk” endorsement. The Association may elect such “deductible” provisions as are consistent with good business practice. The Property Insurance shall be carried in a form or forms naming the insured as the Association for the use and benefit of all Owners.

**(b) General Liability Insurance.** The Association shall obtain a broad form of comprehensive general liability insurance coverage in such amounts and in such forms as it deems advisable to provide adequate protection. The liability insurance policy shall cover the Common Area, the Road and Utility Lot, and coverage shall include death, liability for personal injuries, property damage, liability of Declarant, the Association, and their its officers, Directors, employees, and the Property Manager arising from the ownership, operation, maintenance, administration, management, use or occupancy of the Property, and liability arising out of lawsuits related to employment contracts of the Association, as well as such other riders customarily covered with respect to similar property. Insurance limits shall be established by the Association and may include a reasonable deductible.

The Association shall obtain an automobile endorsement which shall cover all automobiles owned or operated by the Association. The general liability insurance shall name the Association, its directors, officers, managers and assignees, each Owner, and the Declarant, whether or not the Declarant is an Owner, and shall protect each insured against liability for acts of the Association in connection with the ownership, operation, maintenance, or other use of the Property. Each such policy shall provide that it cannot be cancelled either by the insured or by the insurance company until after forty-five (45) days written notice to the Association.

**(c) Officers and Directors Coverage.** To the extent not otherwise provided, the Association shall obtain errors and omissions or similar insurance coverage protecting the officers and directors on the Board of the Association.

**(d) Details of All Policies.** If available at a cost deemed reasonable by the Board, insurance policies shall meet the following requirements:

- (i)** be issued by a company licensed to do business in Wyoming;
- (ii)** vest in the Board the authority to adjust losses;

- (iii) contain a waiver of subrogation by the insurer as to any claims against the Board, the Property Manager, and Members;
- (iv) contain a statement that the policy or policies on the Property cannot be cancelled, invalidated, or suspended, or subject to non-renewal on account of the conduct of one or more individual Owner not in control of the Owners collectively;
- (v) contain a statement that the policy or policies on the Property cannot be cancelled, invalidated, or suspended on account of the conduct of any Board member, officer, or employee of the Association without a prior demand in writing that the Association cure the defect;
- (vi) that any “no other insurance” clause in the policy or policies on the Property exclude individual Owner’s policies from consideration; and
- (vii) if available, the policies shall contain an “agreed amount endorsement” and an “inflation guard endorsement.”
- (viii) Provide no less than thirty (30) days’ written notice prior any cancellation, substantial modification, or non-renewal.

(f) Additional or Alternative Coverage. The provisions of this Declaration shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required by this Declaration, in such amounts and in such forms as the Association shall deem appropriate from time to time.

If any of the foregoing terms or requirements are not commercially feasible, then the Association shall be permitted to negotiate the best commercially reasonable terms available.

**Section 2. Owner’s Individual Insurance.** Every Owner, at their sole cost and expense, shall purchase and continually maintain the insurance coverages listed in sections (a) through (c) below, so long as the same are reasonably available with an insurance company conducting business in Wyoming. Where the below requirements cannot be met, the Owner shall obtain and maintain a policy that adheres as closely as possible to these requirements. No Owner shall be entitled to exercise its right and obligation to maintain insurance coverage in such a way as to decrease the amount that the Association may realize under any insurance policy the Association may have in force on the Property. Owner insurance shall waive the insurance company’s right of subrogation against the Association, the Declarant, and the other Owners. Upon request by the Association, Owners shall deliver to the Board a duplicate original of all required policies, or a duly signed and dated certificate of insurance evidencing such insurance, or such other confirmation deemed satisfactory to the Board.

- (a) Fire and Extended Coverage Insurance. Each Owner shall maintain fire and extended coverage insurance with Special Form (meaning that causes of loss are inclusive unless specifically excluded), in an amount equal to the full current replacement value of the Cabin.
- (b) Comprehensive Personal Liability Insurance. Owner liability insurance policies shall insure against claims for personal injury, death, or property damage occurring in, upon, or from its Lot or any part thereof.
- (c) Tenant's "All Risk" Property Insurance. Owners who elect to rent their Cabins are encouraged to maintain a Tenant's "All-Risk" Policy.

**Section 3. Adjustment.** Exclusive authority to adjust losses under policies hereafter in force on the Property shall be vested in the Board.

**Section 4. Contribution.** In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by the individual Owners or their Mortgagees.

**Section 5. Review of Association Insurance.** The Association shall periodically review the coverage and policy limits of all insurance coverage on the Property and adjust the same at its discretion. Such review may, but shall not be required to, include an appraisal of the improvements on the Property by a representative of the insurance carrier or carriers providing the policies on the Property, or such other qualified appraisers as the Board may select, and the cost thereof shall be assessed to the Owners as a Common Expense hereunder.

**Section 6. Insurance Proceeds.** The Association shall receive the proceeds of any casualty insurance paid under policies obtained and maintained by the Association pursuant to this Article.

## **ARTICLE XI - DAMAGE OR DESTRUCTION**

### **Section 1. Damage or Destruction of Common Elements.**

- (a) In the event of damage or destruction to the Common Elements or any other portion of the Property which the Association or the Declarant owns, the Board or the Declarant, or their respective agents, shall file all necessary insurance claims and obtain reliable estimates for the cost of repair or reconstruction to substantially the same condition as existed prior to the damage, allowing for changes to ensure compliance with current, applicable codes.
- (b) As soon as practicable after receiving the above-described estimates, the Association or Declarant shall diligently pursue to completion the repair or reconstruction of that part of the Property damaged or destroyed unless repair or reconstruction is not practical. Such an instance would occur only in the event of a natural disaster where all of the Cabins are also destroyed and not reconstructed.

**Section 2. Damage or Destruction of Cabins.**

(a) **Owner Obligation to Rebuild.** While the Cabins are individual townhomes located on separately platted Lots, the Cabins are part of a larger, cohesive development scheme at the Resort, and each Owner is therefore obligated to repair, restore or replace their Cabin to substantially the same condition as before the destruction or damage occurred. In the event a Cabin is damaged or destroyed, it is the Owner's obligation to promptly file all necessary insurance claims and to promptly initiate reconstruction. All plans for construction shall be approved in advance by the Board or its designee to ensure that the exteriors of the Cabins remain uniform or complementary to the greatest extent practicable. Owner shall have twenty-four (24) months to complete construction, unless an extension is granted by the Board in its sole discretion. If construction is not commenced within six months from the date of the damage or destruction, it is the Owners obligation to clean/clear, restore, reclaim and revegetate the Lot to a condition approved by the Board. If the Owner fails to do so, the Association may undertake the cleaning/clearing, restoration, reclamation, and/or revegetation and the costs for such work shall be levied as a Special Assessment upon the Lot Owner.

**ARTICLE XII - CONDEMNATION**

**Section 1. Consequences of Condemnation.** If any part of the Property shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof (hereinafter, a "Condemnation"), all compensation, damages, or other proceeds from a Condemnation shall be payable to the Owner of the Lot condemned.

**Section 2. Complete Taking.** In the event the entire Property is taken or condemned, sold, or otherwise disposed of in lieu of or in avoidance thereof, ownership pursuant hereto shall terminate. The compensation, damages, or other proceeds from such a condemnation or taking (the "Condemnation Award") shall be submitted to the Association and apportioned among the Owners in proportion to their ownership as provided in Exhibit "A" hereto. Notwithstanding the above, if a standard different from the value of the Property as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree, or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable. Such a determination shall be made as soon as practicable and payment to Owners shall be made within thirty (30) days of receipt of the Condemnation Award.

**Section 3. Reconstruction and Repair.** Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article XI above.

**ARTICLE XIII - ADDITIONAL RIGHTS RESERVED TO DECLARANT AND GRAND  
TARGHEE RESORT, LLC**

**Section 1. General.** All of Declarant's and Grand Targhee Resort, LLC's rights as set forth in this Agreement shall inure to the benefit of their successors and assigns. If Declarant or Grand Targhee Resort, LLC relinquishes or surrenders one or more, but less than all of its reserved rights, said transfer shall be by written agreement and the unrelinquished reserved rights shall remain in full force and effect until all rights are transferred.

**Section 2. Declarant's and Grand Targhee Resort, LLC's Development, Annexation and Expansion Rights.** Until Declarant no longer owns any real property governed by this Declaration, Declarant maintains the following rights.

- (a) to exercise any and all development rights as set forth in the Teton County Approvals, including the right to construct the Cabins, additional cabins as may be approved, and the Common Elements.
- (b) to annex additional properties to be governed by this Declaration. Such annexation shall be effective upon a filing in the Office of the Teton County, Wyoming Clerk describing the property to be governed by this Declaration and specifically subjecting the property to the terms of the Declaration. Such annexation shall not require the approval of the Owners, but shall require the approval of the owner(s) of the property to be annexed, if other than the Declarant.

**Section 3. Marketing and Sales Office.** Declarant reserves for itself and its duly authorized agents and representatives the right to maintain sales offices, conduct marketing activities, and install marketing signage upon the Property for so long as the Declarant owns any real property subject to this Declaration.

**Section 4. Right of First Offer.** The Right of First Offer detailed in this Section 4 applies during the Development Period. Prior to offering for sale, or accepting an unsolicited offer for the sale of, any Cabin Lot to one or more third parties, an Owner shall deliver to Declarant a written notice (the "ROFO Notice"), together with the offer price and offer terms (the "ROFO Terms"), giving Declarant the first right to buy such Cabin Lot on the same terms and conditions.

Declarant shall have a right of first offer to meet the ROFO Terms as described in the ROFO Notice prior to an Owner consummating the same with any third party or accepting an unsolicited offer. To exercise its Right of First Offer, Declarant shall provide written notice to Owner within twenty (20) days of the receipt of such ROFO Notice (the "ROFO Deadline"). If Declarant notifies Owner before the ROFO Deadline of its interest in accepting the ROFO Terms (the "ROFO Acceptance"), then the Owner and Declarant shall enter into a customary purchase and sale agreement to effect the sale of such Cabin Lot, and shall close on the purchase and sale of the Cabin Lot on the date which is thirty (30) days following the ROFO Acceptance date, or the next business day if such date falls on a day other than a business day.

In the event Declarant does not deliver the ROFO Acceptance to Owner prior to the ROFO Deadline, or in the event that Declarant fails to close on its purchase of the Cabin Lot due to no fault of Owner, then Owner may consummate the sale of the Cabin Lot to a third party at any time within six (6) months following the expiration of the ROFO Deadline on substantially the same

terms and conditions as those contained in the ROFO Notice, including a purchase price at least ninety-five percent (95%) of the amount set forth in the ROFO Terms, or on terms more favorable to Owner than those contained in the ROFO Notice. In the event Owner has not closed on the sale or lease of the Cabin Lot within the foregoing six (6) month period, the provisions of this Section shall again apply to the sale of the Cabin Lot. Declarant may assign its purchase rights hereunder to an affiliate.

**Section 5. Declarant's and Grand Targhee Resort, LLC's Rights Following Expiration of Development Period.** Following the expiration of the Development Period, and so long as Declarant or Grand Targhee Resort, LLC, either individually or collectively, owns more than fifty percent (50%) of the area within the boundaries of the Grand Targhee Resort, the following rights are maintained by Declarant and Grand Targhee Resort, LLC:

- (a) The right to attend Association meetings and to receive minutes of Association meetings whether or not attended. Declarant shall be provided with notice of such meetings upon a written request to the Association.
- (b) The right to approve any exterior construction, improvements, or alterations within the Property, which approval shall not be unreasonably withheld. The right to approve design and construction elements may, at its sole discretion, be delegated to a Design Review Committee for the Grand Targhee Resort, which Committee shall operate pursuant to the Master Rules and Regulations.
- (c) The right to control the water, sewer, and utility systems serving the Property, which rights may be assigned.
- (d) The right to control the Roads.
- (e) The right to enforce any portion of this Declaration that impacts the Resort. In such an instance, Declarant and Grand Targhee Resort, LLC shall have all enforcement authority as set forth in Article XIV.

## **ARTICLE XIV - ENFORCEMENT AND DISPUTE RESOLUTION**

**Section 1. Enforcement by Declarant, Association, and Owners.** In the event any Owner or Permittee fails to comply with any of the provisions of the Governing Documents, the Association, Declarant (in accordance with Article XIII, Section 4 above), and any Owner shall have full power and authority to enforce compliance in any manner allowed at law or in equity. Every Owner of a Lot hereby consents to the entry of an injunction against them to terminate and restrain any violation of the Governing Documents. Every Owner who uses or allows their Lot to be used in violation of the Governing Documents further agrees to pay all costs, including reasonable attorney's fees, incurred by the Association, the Declarant, or other Owner in enforcing any of the Governing Documents, whether or not suit is brought.

**Section 2. Fines.** The Association may levy reasonable fines for non-compliance with the Governing Documents against Owners or Permittees pursuant to a duly adopted fine policy,

which policy shall include requirements for notice and for the offending party to be heard. Fines, if not timely paid, shall be levied as a Specific Assessment against that Owner's Cabin Lot as provided in Article IX Section 6, and the provisions of Article VIII, Section 14 related to liens shall apply.

### **Section 3. Dispute Resolution.**

- (a)** All Owners, the Declarant, and the Association, shall make reasonable, good faith efforts to resolve disputes through negotiation and mediation prior to initiating litigation. As such, all disputes are subject to the following requirements:
  - (i)** Parties to a dispute shall first seek resolution through good faith negotiation.
  - (ii)** If negotiation is not successful, then the impacted parties shall participate in, and share the costs for, mediation. For the purposes of this Section, formal mediation shall mean at least one (1) mediation conference with a trained mediator agreed upon by the parties. To ensure efficiency, mediation shall be completed within three (3) months of date upon which an Owner is given notice of an alleged violation of the Covenants by Declarant, the Association or by another Owner. Costs for all mediation proceedings shall be split equally between the parties.
  - (iii)** If mediation is unsuccessful, or if a party elects not to continue the mediation process after the initial conference, then an Owner, Declarant, or the Association may initiate litigation. A party who refuses to participate in mediation in good faith is prohibited from initiating litigation. Any litigation shall take place in a court of competent jurisdiction in Teton County, Wyoming.
  - (iv)** The terms of this Section do not apply to non-payment of assessments as set forth in Article IX of the Declaration, whereby the Association may proceed directly to file legal action or foreclose a lien for non-payment.
- (b)** Failure by Declarant, the Association or any Owner to enforce any covenant contained in this Declaration, or any amendment thereto, shall in no event be deemed a waiver of the right to do so thereafter.
- (c)** All enforcement remedies available to Declarant, the Association, or an Owner shall be cumulative.

## **ARTICLE XV - AMENDMENT OF DECLARATION**

**Section 1. By Declarant.** Until: (i) two (2) years from the initial conveyance of any Lot to an Owner unaffiliated with Declarant; or (ii) the conveyance of seventy-five (75%) or more of the Lots to Owners unaffiliated with Declarant, whichever occurs later (the "Declarant Amendment Period"), Declarant may unilaterally amend or repeal this Declaration for any

purpose. However, any such amendment or repeal shall not materially affect any Owner's rights to access, landscaping, and utilities to such Owner's Lot as contemplated in this Declaration. After the Declarant Amendment Period, Declarant may only unilaterally amend this Declaration if such amendment is necessary to: (i) bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) enable any reputable title insurance company to issue title insurance on the Lots; (iii) enable any institutional, Federal, or National Mortgage Association or Federal Home Loan Mortgage Corporation to make, purchase, or insure or guarantee mortgage loans on the Lot; (iv) exercise any of the Declarant rights set forth in this Declaration; (v) to satisfy the requirements of any local, state, or federal agency; or (vi) for the orderly development of the Cabins Property, provided that any such amendment shall not adversely affect the title to any Lot unless the Owner thereof shall consent in writing.

**Section 2. By Owners.** Following the Declarant Amendment Period, the Declaration may be amended by the affirmative written consent of not less than sixty-seven percent (67%) of Owners. Any amendment so approved shall be duly executed by a member of the Board and recorded in the Office of the Teton County, Wyoming Clerk. Written consent forms shall be maintained in the offices of the Association.

**Section 3. Rights of Declarant and Grand Targhee Resort, LLC; Compliance with Teton County Approvals.** No amendment may remove, revoke, or modify any right or privilege of Declarant or Grand Targhee Resort, LLC without their prior, written consent. No amendment shall conflict with, or allow for the violation of, any of the then-current Teton County Approvals or the Master Rules and Regulations. Any such amendment shall be deemed null and void.

**Section 4. Effective Date of Amendment.** Any amendment to this Declaration shall be deemed effective on the date of recordation in the Office of the Teton County, Wyoming Clerk.

## **ARTICLE XVI - MISCELLANEOUS**

**Section 1. Severability.** Whenever possible, each provision of this Declaration will be interpreted in such manner as to be effective and valid to the greatest extent permitted by law. If any provision of this Declaration is determined to be invalid, illegal or unenforceable as to any circumstance, property, person or entity, such provision shall remain in full force and effect as to all other circumstances, property, persons, and entities and the remaining provisions of this Declaration will not be affected thereby and will remain in full force and effect.

**Section 2. Registration of Owner Information; Notice.** Each Owner shall register and keep updated its mailing and e-mail addresses with the Association. All notices or demands intended to be served upon any Owner shall be sent via email, unless otherwise required herein or by the Bylaws, or unless delivery by U.S. mail has been specifically requested by an Owner. All notices or demands to be served on Mortgagees shall be sent by mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Association in writing. Unless the Mortgagee furnishes the Association such address, the Mortgagee shall be entitled to receive none of the notices provided for in this Declaration. Any notice referred to in this Section shall be deemed given when deposited in the United States mail

in the form provided for in this Section or when such notice is sent by e-mail to the address provided by the Owner.

**Section 3. Acceptance of Declaration.** Every Owner shall be bound by, and subject to, all of the provisions of this Declaration, and every Owner, through its purchase or ownership, expressly accepts and consents to the operation and enforcement of all of the provisions of this Declaration.

**Section 4. Non-Liability; Indemnification.** No current or former Director acting within its scope of duties and in good faith shall have any personal liability in contract to any Owner or any other person or entity under any agreement or transaction entered into by the Board on behalf of the Association as follows:

- (a) The Owners shall indemnify and hold harmless any current or former Director against all damages, liability, and expenses (including attorney's fees and court costs) incurred in connection with any threatened, pending, or completed action, suit, or proceeding to which they may be made a party by reason of being, or having been, a Director, so long as its actions were taken in good faith, did not constitute willful or wanton misconduct or gross negligence, and were not a criminal act under the laws of the State of Wyoming. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement. Any costs arising from the indemnification obligation by the Owners as described herein shall constitute a common expense of the Owners and shall be assessed and collectible as such.
- (b) Any current or former Director who receives notice of any actual or threatened action, suit, or proceeding shall immediately provide written notice to the full Board. The Board may advance or reimburse reasonable expenses incurred by the current or former Director who is made a party to any action, suit, or proceeding prior to disposition, upon the Board's determination that the person requesting reimbursement acted in good faith, reasonably believed that its actions were in the Association's best interest, had no reasonable cause to believe that its actions were unlawful, and whose actions do not constitute willful or wanton misconduct or gross negligence.
- (c) A determination as to whether expenses shall be advanced or reimbursed shall be made at a duly noticed meeting of the Board at which a quorum is present, provided that a sitting Director making the request for reimbursement may not vote or be counted to establish a quorum.

**Section 5. No Waiver.** The failure of the Association to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration or to exercise any right or option set forth herein, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment of such term, covenant, condition or restriction, but such term covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Board or its agent of the payment of any assessment,

or of the payment of any application fee, from an Owner, with knowledge of the breach of any covenant contained herein, shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Board.

**Section 6. Headings.** The headings within this Declaration are for convenience only and shall not be used to limit or interpret the terms hereof.

**IN WITNESS WHEREOF**, the undersigned has duly executed this Declaration this 15<sup>th</sup> day of August, 2025.

**GTR Real Estate I, LLC, a Delaware limited liability company**

By Its sole member,

Grand Targhee Resort, LLC,  
a Delaware limited liability company,

By: 

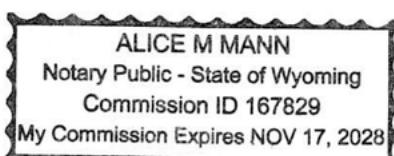
Name: George N. Gillett III

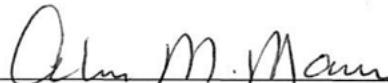
Title: President

STATE OF Wyoming )  
 ) ss.  
COUNTY OF Teton )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of August 2025 by George N. Gillett III, President of Grand Targhee Resort, LLC the sole member of GTR Real Estate I, LLC, a Delaware limited liability company.

Witness my hand and official seal.



  
\_\_\_\_\_  
Notary Public  
My Commission Expires: