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AMENDMENT TO AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF SPRING CREEK RANCH

This instrument ("Amendment") is made by not less than sixty percent (60%) of the Owners within Spring Creek Ranch.

WHEREAS, the Amended and Restated Declaration Of Covenants, Conditions, And Restrictions Of Spring Creek (Covenants) was recorded on August 15, 2001, in Book 431, pages 933-1002, at Reception No. 0549455, in the Office of the Teton County Clerk in Jackson, Wyoming; and

WHEREAS, Section 2 of Article XV of the Covenants provides that the Covenants may be amended by at least sixty (60%) of the Owners within Spring Creek Ranch; and

WHEREAS, the Owners desire to amend the Covenants with respect to mandatory mediation, arbitration, and payment of costs and attorney's fees;

NOW THEREFORE, the Spring Creek Owners hereby declare that all of the lots and units within Spring Creek shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following provisions, covenants, conditions and restrictions, all of which are for the purpose of preserving and maintaining the natural character and value of the property. The Covenants, and all amendments, supplemental declarations, supplemental amendments, and this Amendment shall be real covenants which shall all run with the property and any Unit or Lot thereof, and shall be binding on all parties having or acquiring any legal or equitable interest in or to the property, and shall inure to the benefit of all of the owners of the property or any part thereof.

GRANTOR: SPRING CREEK HOMEOWNERS ASSOCIATION
GRANTEE: THE PUBLIC
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Sherry L. Daigle Teton County Clerk fees: 181.00
By Mary Smith Deputy

There is hereby added a sub-section (g), Enforcement Procedure to Section 1, Enforcement, of Article XIV, to read as follows:

(g) Enforcement Procedure

Any dispute relating to, or arising under the Covenants, as amended from time to time, the, Bylaws, or any rules or regulations of the Board or any of its Committees, or concerning any decisions or actions of the Board or any of its Committees, shall be governed by the following provisions:

- (i) The enforcement rights of Owners, the Board, and the Architectural Committee as set forth in sub-section (a), (b), and (c) of Section 1, Enforcement of Article XIV, shall be governed by these dispute resolution provisions, regardless of whether the claim is at law or in equity. Any and all such disputes shall be submitted to and resolved by arbitration, pursuant to the Uniform Arbitration Act, W.S. 1-36-101 et seq. ("Act"). The parties shall utilize the AAA Commercial Arbitration Rules in effect at the time of the submission of the dispute, but the arbitration shall not be administered by the AAA. Nothing herein shall prevent the Board from adopting Rules and Regulations hereunder that are not inconsistent with those of the AAA Commercial Arbitration Rules.
- (ii) The decision of the Arbitrator shall be final and binding on all parties.
- (iii) The standard of review to be employed by the Arbitrator shall be, in the case of actions by or against the Board (or any Committee of the Board) whether the decision of the Board or Committee was arbitrary, capricious, an abuse of discretion or otherwise not in accordance with law.
- (iv) A mandatory condition precedent to the commencement of an arbitration proceeding shall be the submission by the parties to the dispute to mediation before a single mediator. If the parties can not mutually agree on a mediator who shall attempt to resolve the dispute, a single mediator shall be appointed by a Judge of the District Court in accordance with the Act.
- (v) Should the matter not be resolved by mediation, the parties shall attempt to agree on an arbitrator. If they can not so agree, a single

arbitrator shall be appointed by a Judge of the District Court in accordance with the Act.

- (vi) The Arbitrator shall assess against the non-prevailing party, all costs, including all reasonable attorney fees and costs. In addition, the Arbitrator shall include in the arbitration award, the amount of costs to be paid by the non-prevailing party. In the event there is no prevailing party or parties, or if the Arbitrator determines that both (or all) parties prevailed in part, the Arbitrator shall assess costs, including attorney fees, in accordance with a reasoned determination of what is fair and equitable under the circumstances. All assessments of costs and attorney fees made by the Arbitrator shall be considered "Monetary Obligations" as provided by sub-sections (e) and (f), to Section 1, Enforcement, of Article XIV, and shall be enforceable by the Board, the Architectural Committee or the Association, as appropriate, in the same manner as homeowner assessments, all as set forth thereunder, including but not limited to the filing of a court action, and the filing of a lien.

- (vii) Notwithstanding anything contained herein, the Association at its option, may bypass the mediation and arbitration process and proceed directly to the State of Wyoming Ninth Judicial District Court or Circuit Court for an owner's non-payment of homeowner assessments. In such event, the defendant owner may not assert a counterclaim, third party complaint, or affirmative defense to non-payment of homeowner assessments, nor file a third party action for any alleged actions or omissions of the Association or other owners. Such counterclaim, affirmative defense, or third party action must be brought in this mediation and arbitration process, and shall not serve to delay the Association's District Court or Circuit Court action for an owner's non-payment of homeowner assessments.

IN WITNESS WHEREOF, the Association has executed this Amendment to the Amended And Restated Declaration Of Covenants, Conditions, And Restrictions For Spring Creek Ranch, the 16th day of June, 2015.

Spring Creek Homeowners Association,
a Wyoming non-profit corporation:




David Conine, President

STATE OF WYOMING)
)
COUNTY OF TETON)

The foregoing instrument was acknowledged before me the 16th day of June, 2015 by David Conine as President of Spring Creek Homeowners Association.

WITNESS my hand and official seal.





Notary Public
My Commission expires: 10/29/18