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ABSTRACTED	<input checked="" type="checkbox"/>
SCANNED	<input checked="" type="checkbox"/>

President's Certificate as to  
Amendment No. 1 to the First Amended and Restated Declaration  
of the  
Garden Homes at Teton Pines

1. The undersigned is the President of the Garden Homes at Teton Pines Owner's Association, an entity that is also known as the "Garden Homes Homeowners Association."

2. This President's Certificate relates to an amendment of the First Amended and Restated Declaration of the Declaration of Covenants, Conditions and Restrictions for the Garden Homes at Teton Pines (the "First A&R Covenants"), which First A&R Covenants were recorded with the Teton County Clerk as Document No. 0564732, Book 454, Page 502 on March 27, 2002. The First A&R Covenants amended and restated prior covenants, which were originally recorded with the Teton County Clerk at Book 305, Page 1128 on June 6, 1995.

3. Section 17 of the First A&R Covenants provide that the First A&R Covenants can be amended "by an instrument in writing signed and acknowledged by fifty-one percent (51%) of the Owners, which amendment shall be effective upon recordation in the Office of the Teton County Clerk."

4. Pursuant to the executed writings that are attached as Schedule I to this Amendment No. 1, more than 51% of the Owners (as defined in the First A&R Covenants) have executed an amendment to the First A&R Covenants, adopting the amended portions of Section 9 as set forth below. There are 12 Owners, and 8 of those Owners have executed the amendment as provided in Schedule I, which represents more than 51% of the Owners.

5. Pursuant to the foregoing, the initial, header paragraph of Section 9, Section 9.1(1) and Section 9.1(3) of the First A&R Covenants have been amended and restated in their entirety as follows, the remainder of Section 9 remaining unamended:

"9. RESTRICTIONS ON USE AND OCCUPANCY OF DUPLEX UNITS AND COMMON AREA. In addition to restrictions established by law, and regulations that may from time to time be promulgated by the Board, and subject to the provisions of Paragraph 10 (Architectural Control), the following restrictions shall be observed by Owners of Duplex Units.

9.1 Duplex Units. Restrictions relating solely to the use and occupancy of Duplex Units and the associated limited Common Elements are as follows:

9.1(1) Each Duplex Unit shall be used for residential purposes only. Residential purpose may be construed to include lease or rental arrangements of the Unit for residential lodging by third parties. Notwithstanding the foregoing, a Duplex Unit may not be leased or rented for a period of less than 31 (thirty-one) consecutive days.


All leases and rental arrangements must be in writing and filed on or before the start date of the lease or rental arrangement with the Management Company then managing the Garden Homes Homeowners Association. If a violation of the provisions of this Paragraph 9.1(1) occurs, a fine as set forth below shall be levied against the Owner(s) of the applicable Duplex Unit. Such Owner(s) shall be personally liable for the fine, and, to secure payment, such fine shall constitute a lien as provided in Paragraph 6 hereof on the Duplex Unit. The fine shall bear interest at 12% per annum. The fine shall be three hundred dollars (\$300) per day for the entire lease or rental arrangement period or one-half (1/2) the entire rental amount, whichever is greater. An appeal, showing just cause, for the reduction or dismissal of said fine may be made to the Board of Directors. Such an appeal must be made in writing within thirty (30) days of the imposition of the fine. After review of the facts and at the sole discretion of the Board, said fine may be reduced or dismissed by a majority vote of the Board.

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9.3(3) No animals, livestock or poultry of any kind shall be raised, bred, or kept in or on any Duplex Unit or in the Common Area, except that dogs, cats or other household pets may be kept in or on a Duplex Unit by the Owner of the Unit, subject to any rules and regulations adopted by the Board provided that they are not kept, bred or maintained for any commercial purpose. Any animals permitted to be kept on the Property shall be restrained and controlled by the Owner at all times so they do not cause a nuisance to other Owners and do not harass wildlife. A renter of a Unit is not allowed to have dogs, cats or other household pets in a Unit unless such animal is a service animal.”

6. In the executed writings attached as Schedule I, the above amendment language shows as Exhibit A to such writings, which Exhibit A is appended only once to this President’s Certificate, for the purpose of clarity.

IN WITNESS WHEREOF, I have duly executed and delivered this President’s Certificate, effective as of the date set forth below.

  
\_\_\_\_\_  
Ben Bailey, III  
as President of the Garden Homes at  
Teton Pines Owner’s Association

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF Indian River )

The foregoing instrument was acknowledged before me by Ben Bailey, III, as the President of the Garden Homes at Teton Pines Owner's Association, a Wyoming nonprofit entity, this 10<sup>th</sup> day of November, 2017.

WITNESS my hand and official seal.

Tanya Atkinson  
Notary Public

[S E A L]

My commission expires: July 28, 2019



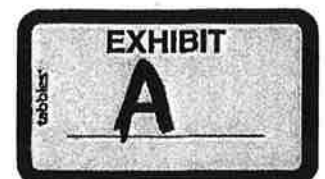
**Exhibit A**  
**to**  
**President's Certificate as to**  
**Amendment No. 1 to the First Amended and Restated Declaration**  
**of the**  
**Garden Homes at Teton Pines**

**See attached.**

9. RESTRICTIONS ON USE AND OCCUPANCY OF DUPLEX UNITS AND COMMON AREA. In addition to restrictions established by law, and regulations that may from time to time be promulgated by the Board, and subject to the provisions of Paragraph 10 (Architectural Control), the following restrictions shall be observed by Owners of Duplex Units.

9.1 Duplex Units. Restrictions relating solely to the use and occupancy of Duplex Units and the associated limited Common Elements are as follows:

- 9.1(1) Each Duplex Unit shall be used for residential purposes only. Residential purpose may be construed to include lease or rental arrangements of the Unit for residential lodging by third parties. Notwithstanding the foregoing, ~~rentals shall be restricted to leases or rental arrangements no more frequently than one every fourteen (14) consecutive days. A Duplex Unit may not be leased or rented for a period of less than fourteen (14) days, but in such event such Owner shall not be allowed to lease or rent said Duplex Unit again until at least the fifteenth day after the commencement date of the immediately preceding lease or rental arrangement. For example, if the lease or rental arrangement is for a period of five (5) days from the first (1st) through the fifth (5th) of the month the Owner can not lease or rent the Duplex Unit again until on or after the fifteenth (15th) of that month.~~ 31 (thirty-one) consecutive days. All leases and rental arrangements must be in writing and filed on or before the start date of the lease or rental arrangement with the Management Company then managing the Garden Homes Homeowners Association. If a violation of the provisions of this Paragraph 9.1(1) occurs, a fine as set forth below shall be levied against the Owner(s) of the applicable Duplex Unit. Such Owner(s) shall be personally liable for the fine, and, to secure payment, such fine shall constitute a lien as provided in Paragraph 6 hereof on the Duplex Unit. ~~the~~ The fine shall bear interest at 12% per annum. The fine shall be three hundred dollars (\$300) per day for the entire lease or rental arrangement period or one-half (1/2) the entire rental amount, whichever is greater. An appeal, showing just cause, for the reduction or dismissal of said fine may be made to the Board of Directors. Such an appeal must be made in writing within ~~sixty~~ thirty (30) days of the imposition of the fine. After review of the facts and at the sole discretion of the Board, ~~said~~ said fine may be reduced or dismissed by a majority vote of the Board.



\*\*\*

9.3(3) No animals, livestock or poultry of any kind shall be raised, bred, or kept in or on any Duplex Unit or in the Common Area, except that dogs, cats or other household pets may be kept in or on a Duplex Unit by the Owner of the Unit, subject to any rules and regulations adopted by the Board provided that they are not kept, bred or maintained for any commercial purpose. Any animals permitted to be kept on the Property shall be restrained and controlled by the Owner at all times so they do not cause a nuisance to other Owners and do not harass wildlife. ~~THE KEEPING OF ANY DOGS ON THE PROPERTY IS DISCOURAGED AND STRICT DOG CONTROL WILL BE ENFORCED~~ A renter of a Unit is not allowed to have dogs, cats or other household pets in a Unit unless such animal is a service animal.

**SCHEDULE I**

**Ballot for**  
**Proposed Amendment to the First Amended and Restated Declarations of**  
**Covenants, Conditions and Restrictions for the**  
**Garden Homes at Teton Pines**

Attached hereto as Exhibit A is a Proposed Amendment to Section 9.1(1) and Section 9.3(3) of the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Garden Homes at Teton Pines, dated December 31, 2001.

X I am **IN FAVOR** of the Proposed Amendment to Section 9.1(1) and Section 9.3(3) of the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Garden Homes at Teton Pines, dated December 31, 2001.

\_\_\_\_\_ I am **NOT IN FAVOR** of the Proposed Amendment to Section 9.1(1) and Section 9.3(3) of the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Garden Homes at Teton Pines, dated December 31, 2001.

Garden Homes Unit #: 5-B

By: The Beverly J. Pieper 2002 Revocable Trust, dated the 1st day of August 2002

Signature: [Signature], Trustee of The Beverly J. Pieper 2002 Revocable Trust, dated the 1st day of August 2002

Print: BEVERLY J PIEPER

STATE OF Massachusetts )

COUNTY OF Middlesex )

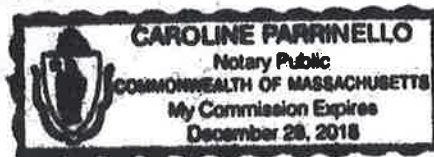
ss.

Subscribed and sworn to before me this 20<sup>th</sup> day of June, 2017 by BEVERLY J PIEPER. Witness my hand and official seal.

[Signature]  
Notary Public

My commission expires: 12-28-2018

9931884\_1





**Ballot for**  
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  ✓   I am **IN FAVOR** of the Proposed Amendment to Section 9.1(1) and Section 9.3(3) of the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Garden Homes at Teton Pines, dated December 31, 2001.

       I am **NOT IN FAVOR** of the Proposed Amendment to Section 9.1(1) and Section 9.3(3) of the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Garden Homes at Teton Pines, dated December 31, 2001.

Garden Homes Unit #:   4120  

By: The Fresh Creek Company, Inc.

Signature:   Leslie I Gold, Director   of The Fresh Creek Company, Inc.

Print:   Leslie I Gold, PhD  

STATE OF   Connecticut   )

COUNTY OF   Fairfield   )

ss:   Darren  

Subscribed and sworn to before me this   17<sup>th</sup>   day of   July  , 2017 by   Leslie I Gold  . Witness my hand and official seal.

  [Signature]    
Notary Public

My commission expires:   03/31/2019  



**Ballot for**  
**Proposed Amendment to the First Amended and Restated Declarations of**  
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**Garden Homes at Teton Pines**

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X I am **IN FAVOR** of the Proposed Amendment to Section 9.1(1) and Section 9.3(3) of the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Garden Homes at Teton Pines, dated December 31, 2001.

\_\_\_\_\_ I am **NOT IN FAVOR** of the Proposed Amendment to Section 9.1(1) and Section 9.3(3) of the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Garden Homes at Teton Pines, dated December 31, 2001.

Garden Homes Unit #: 4150

By: Halona, LLC

Signature: [Signature], the member of Halona, LLC

Print: Thomas L. Grossjung

STATE OF FLORIDA )

COUNTY OF BROWARD )      ss.

Subscribed and sworn to before me this 16th day of June, 2017 by Thomas L. Grossjung. Witness my hand and official seal.

Barbara D. Bottiau  
Notary Public

My commission expires: 5/19/18





**Ballot for  
Proposed Amendment to the First Amended and Restated Declarations of  
Covenants, Conditions and Restrictions for the  
Garden Homes at Teton Pines**

Attached hereto as Exhibit A is a Proposed Amendment to Section 9.1(1) and Section 9.3(3) of the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Garden Homes at Teton Pines, dated December 31, 2001.

I am **IN FAVOR** of the Proposed Amendment to Section 9.1(1) and Section 9.3(3) of the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Garden Homes at Teton Pines, dated December 31, 2001.

I am **NOT IN FAVOR** of the Proposed Amendment to Section 9.1(1) and Section 9.3(3) of the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Garden Homes at Teton Pines, dated December 31, 2001.

Garden Homes Unit #: 4050 Clubhouse Court

Signature: 

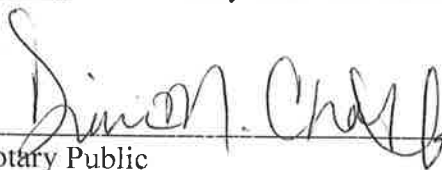
Print: Patrick D. Dowd

STATE OF NEW YORK )

COUNTY OF NEW YORK )

ss.

Subscribed and sworn to before me this 25<sup>th</sup> day of SEPTEMBER, 2017 by PATRICK D. DOWD. Witness my hand and official seal.

  
Notary Public

My commission expires: 5/18/2019

DIANA M. CHAFFEE  
Notary Public, State of New York  
No. 01CH6155867  
Qualified in New York County  
Commission Expires May 18, 2019





**Ballot for**  
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  ✓   I am **IN FAVOR** of the Proposed Amendment to Section 9.1(1) and Section 9.3(3) of the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Garden Homes at Teton Pines, dated December 31, 2001.

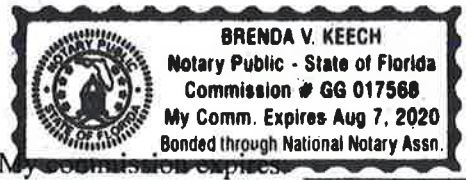
*How many times are we even to vote on this?*

       I am **NOT IN FAVOR** of the Proposed Amendment to Section 9.1(1) and Section 9.3(3) of the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Garden Homes at Teton Pines, dated December 31, 2001.

Garden Homes Unit #: 4100 W. Clubhouse Ct  
Signature: Jane B. Semon  
Print: JANE B. SEMON

STATE OF Florida )  
COUNTY OF Indian River )      ss.

Subscribed and sworn to before me this 3 day of April, 2017 by Jane B Semon. Witness my hand and official seal.



Brenda V. Keech  
Notary Public

