



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: SEPTEMBER 27, 2018
MEETING DATE: OCTOBER 1, 2018

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTER: TYLER VALENTINE

SUBJECT: **ITEM P18-244:** A REQUEST FOR FINAL PLAT APPROVAL FOR THE GROVE CONDOMINIUMS PHASE THREE FIRST FILING ADDITION TO THE TOWN OF JACKSON

APPLICANT/OWNER: JACKSON/TETON COUNTY HOUSING AUTHORITY

REPRESENTATIVE: JENNIFER ZIEGLER, ON SIGHT LAND SURVEYORS INC.

STATEMENT/PURPOSE

The applicant is requesting Final Plat approval for the Grove Condominiums Phase Three First Filing Addition to the Town of Jackson for eight (8) units for the property addressed as 825 W. Snow King Avenue.

APPLICABLE REGULATIONS

Section 8.5.3 Subdivision Plat.
Section 7.2.4 Condominium and Townhouse Subdivision

LOCATION

The property is currently described as PT. NW1/4SW1/4, SEC. 33, TWP. 41, RNG. 116 PARCEL B and addressed as 825 W. Snow King Avenue. An aerial photo and zoning map are shown on the following page:



BACKGROUND/ALTERNATIVES

Approval for an amendment to the Grove Planned Mixed-Use Development Master Plan (PMUD) and a Final (Major) Development Plan, as well as approval for Planned Unit Development (PUD) and Final (Intermediate) Development Plan, was given by Town Council on December 16, 2013. This approval allowed 94,019 sf of total development (commercial and affordable residential) on the three parcels of land (3.9 acres in total) owned by the Teton County Housing Authority (TCHA) on this site that fronts both Scott Lane and Snow King Avenue. A total of 48 condominiums, 20 apartments and retail was approved within three phases – Phase One & Two have already been developed.

- Phase I, the site adjacent to Scott Lane, consists of approximately 5,800 sf of retail on the ground level and 20 residential apartments on the second and third floor (10 units per floor).
- Phase II, the middle site, consists of 24 condo units within 6 buildings.

On April 16, 2016, the Teton County Board of Commissioners granted Habitat for Humanity of the Greater Teton Area the opportunity to develop Phase Three of The Grove affordable housing project. On April 3, 2017 the Town Council approved an amendment to the Final (Intermediate) Development Plan for Phase Three which included modifications to the following: a) Site Configuration; b) Landscape Surface Ratio (LSR); c) Circulation; d) Parking; e) Affordable Housing Category/Number of Bedrooms; f) Architecture/Materials; and g) Phasing.

In summary, Phase Three includes twenty-four (24) 3-bedroom, 2-story condominiums that will be permanently deed-restricted as Category 1 affordable housing units. The condo units are contained within six (6) 4-plex buildings with tuck-under parking. As part of the amendment, Habitat for Humanity has an approved phasing plan that corresponds with their anticipated funding and construction schedule. The proposed twenty-four (24) unit development is to be constructed in three (3) stages; each stage is to include two (2) 4-plex buildings having a total of eight (8) 3-bedroom units with sixteen (16) tuck-under parking spaces. Each stage is estimated to take approximately sixteen (16) months and with construction beginning in 2017, the project should be completed and fully occupied by Fall 2021.

PROJECT DESCRIPTION

The applicant is requesting approval for a final plat on a 1.86-acre parcel for the Grove Condominiums Phase Three First Filing Addition to the Town of Jackson for eight (8) 3-bedroom units that are organized into 2 four-plexes. Each four-plex has 8 tuck-under parking spaces, two per unit.

STAFF ANALYSIS

Staff finds that the proposed plat is in conformance with all previously approved permits and on the condition that all requirements in the departmental reviews are met, it presents no significant issues. The condominiums conform to the approved building permits provided for the units.

Per requirements of the LDRs, the applicant has submitted the required deed restriction language to be recorded with the Category #1 affordable housing units, the Grove Development Agreement (in lieu of the Subdivision Improvement Agreement) and CC&Rs.

According to Division 7.5, all residential subdivisions, including affordable units, are required to dedicate lands for school and park development. The proposed subdivision for this stage of Phase Three will result in 8 additional units, thus the applicant/owner is subject to a Park Exaction fee of \$21,600 and School Exaction fee of \$12,000.

STAFF FINDINGS

8.5.3.c. Subdivision Plat. All subdivision plat proposals may be approved only if all of the following findings are made:

1. *The proposed project is in substantial conformance with an approved development plan or development option plan.*

Complies. Staff finds the proposed first filing of the Final Plat for Phase Three to be in substantial conformance with the previously approved Final (Intermediate) Development Plan. The applicant has met all the required conditions and paid all associated fees.

2. *The proposed project complies with the standards of this Section.*

Complies. Staff finds that the proposed project complies with the subdivision standards of Section 8.5.3.

3. *The proposed project complies with the subdivision standards of Division 7.2.*

Complies. Staff finds that the applicant has submitted all required documents required by the subdivision standards, thus staff finds that the proposed replat complies with Division 7.2.

4. *The proposed project complies with all other relevant standards of these LDRs*

Complies. Staff finds that the proposed project complies with all other relevant standards of these LDRs including all physical development.

ATTACHMENTS

Departmental Reviews
Applicant Submittal

FISCAL IMPACT

School Exaction - \$12,000
Park Exactions - \$21,600

STAFF IMPACT

None identified.

LEGAL REVIEW

Complete.

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

The Planning Director recommends **approval** of the Grove Condominiums Phase Three First Filing Addition to the Town of Jackson addressed at 825 W. Snow King Avenue subject to the following condition:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities included in the attached Departmental Reviews and submit the corrections to the Planning Department. The

Planning Director shall review and approve all required changes prior to recording the plat with the County Clerk.

SUGGESTED MOTION

Based upon the findings as presented in the staff report and as made by the applicant for Item P18-244, I move to make findings 1-4 as set forth in Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations relating to 1) Conformance with Development Plan or Development Option Plan; 2) Complies with standards of Section 8.5.3. Subdivision Plat; 3) Complies with standards of Division 7.2. Subdivision Standards; 4) Complies with other relevant standards of these LDRs, to approve a Final Plat for the Grove Condominiums Phase Three First Filing Addition to the Town of Jackson for the property addressed at 825 W. Snow King Avenue subject to the departmental reviews attached hereto and one (1) condition of approval

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities included in the attached Departmental Reviews and submit the corrections to the Planning Department. The Planning Director shall review and approve all required changes prior to recording the plat with the County Clerk.

PLANNING

Project Number	P18-244	Applied	8/10/2018	STOL
Project Name	Final Plat - The Grove phase 3	Approved		
Type	FINAL PLAT	Closed		
Subtype	CONDO/TOWNHOUSE	Expired		
Status	STAFF REVIEW	Status		

Applicant	On Sight Land Surveyors	Owner	JACKSON/TETON COUNTY HOUSING A
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Site Address	City	State	Zip
825 W Snow King Avenue			

Subdivision	Parcel No	General Plan
	22411633300040	

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
Building		8/10/2018	8/31/2018		
Jim Green					

Fire	NO COMMENT	8/10/2018	8/31/2018	8/15/2018	
Kathy Clay					

Legal	APPROVED W/CONDITI	8/10/2018	8/31/2018	9/4/2018	see notes
A Cohen-Davis					
(9/4/2018 1:18 AM AC)					
Plat Certificate of Owner:					
A sentence is repeated in the first paragraph "a duly constituted Housing Authority".					

Parks and Rec	NO COMMENT	8/10/2018	8/31/2018	8/20/2018	
Steve Ashworth					
(8/24/2018 11:48 AM STOL)					
Tiffany,					
No comments or concerns on Phase 3-P18-244.					

Pathways	APPROVED W/CONDITI	8/10/2018	8/31/2018	8/30/2018	
Brian Schilling					
(9/3/2018 8:16 AM STOL)					
P18-244 – 825 W. Snow King – Grove Final Plat					
Comments from Teton County/TOJ Pathways Department					
Status: approved w/conditions					
• Ensure that all required easements for public access between Scott Lane, Snow King Ave., and Teton County Library are provided and recorded.					

Planning	8/10/2018	8/31/2018		
Tyler Valentine				

Plat Review-Survey	APPROVED W/CONDITI	8/10/2018	8/31/2018	8/29/2018	mquinnwy@gmail.com
<none>					
(9/3/2018 9:16 AM STOL)					
See attachment					

Type of Review Contact Notes	Status	Dates			Remarks
		Sent	Due	Received	
Plat Review-Title <none> (8/24/2018 11:54 AM STOL) see Attachment	APPROVED W/CONDITI	8/10/2018	8/31/2018	9/17/2018	lisa@wyomingtitle.com
Police Todd Smith (8/15/2018 10:17 AM STOL) No concerns from law enforcement.	APPROVED	8/10/2018	8/31/2018	8/15/2018	
Thanks, Todd Smith					
Public Works Brian Lenz (9/21/2018 3:43 PM BTL) Final Plat Comments-Approved	APPROVED	8/10/2018	8/31/2018	9/21/2018	
P18-244 Jackson/Teton County Housing Authority; by On Sight Land Surveyors 825 W Snow King Ave 9/21/2018 Brian Lenz, 307 733-3079					
GENERAL NOTES:					
1. Third Note: should read, "... DETERMINED TO BE OUTSIDE ..."					
A digital copy of the approved plat shall be provided in a form acceptable to the maintainer of the County GIS.					
START Darren Brugmann		8/10/2018	8/31/2018		
TC Housing Authority Stacy Stoker (8/23/2018 3:04 PM SAS) Amended and Restated Condominium Declaration: The Condominium Declaration should refer to "The Grove Condominiums Owner's Association" instead of just The Grove. This matches the Articles of Incorporation and Bylaws.	APPROVED W/CONDITI	8/10/2018	8/31/2018	8/23/2018	See Notes
Special Restrictions: Restrictions should be changed to apply to Habitat (references to the Guidelines, etc. should be removed). A clause stating that in the case that Habitat no longer exists, the Housing Department will replace Habitat as the Declarant, and a new standard restriction will be recorded according to the Jackson/Teton County Housing Department Rules and Regulations)					
Plat Certificate of Owner: A sentence is repeated in the first paragraph "a duly constituted Housing Authority".					
Other: The access road referred to as Timber Road on the plat is not called Timber Road. There is a Town of Jackson Ordinance requiring Town Council approval of all Town roads and private drives. This name was never approved. The same is true for Canopy Court in Phase 2. The Town will need to address the buildings, and their street address will be Snow King Avenue.					

MJQ/18-004-01

August 29, 2018

Town of Jackson
Planning and Building Department
Box 1687
Jackson, WY 83001

ATTN: Tiffany Stolte
RE: The Grove Condominiums Phase Three first filing

Dear Tiffany,

I have reviewed the plat accompanying the above-referenced subdivision application. I would suggest the surveyor address the following items:

On sheet 1, a few minor typos in the Certificate of Owner:

In the first paragraph, "a duly constituted Housing Authority" is repeated in the "formerly know as" phrase.

In the next paragraph, "desireds" instead of desires.

Referring to the US West easement in Book 276, the easement is for telecommunications ***facilities***.

On sheets 3 and 4:

In the cross-sections perpendicular to the main axis of the buildings, some portions of the stairwells are blocked out. This may be a glitch with the pdfs attempting to reproduce a masked dimension.

This review of submitted information is for general compliance with the requirements of Teton County, Wyoming. No responsibility is assumed for the correctness of dimensions or calculations. This review only indicates that an examination of the exhibits has been made.

Sincerely,



Michael Quinn, PLS
Teton County Surveyor



cc: Off Site Land Surveyors



PLAT REVIEW

Name of Proposed Plat: The Grove Phase Three First Filing Addition to the Town of Jackson

Legal Description:

Part of the NW¼SW¼ of Section 33, T41N, R116W, Adjusted Parcel B Map T-58D

PIDN: 22-41-16-33-3-00-040

Reference: W-18880

Title:

Vesting: Jackson/Teton County Housing Authority, a duly constituted Regional Housing Authority established by Teton County and the Town of Jackson, Wyoming pursuant to W.S. § 15-10-116 formerly known as Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. § 15-10-116, as amended

Are there any title problems? ☐ Yes ☒ No

Does title vesting match ownership as shown on proposed plat? ☒ Yes ☐ No

If title is vested in non-natural entities, have copies of corporation or LLC documents been reviewed? ☐ Yes ☒ No

1. Confirmation needed for signers to plat and restrictions

Access:

Legal: ☒ Yes ☐ No

Physical: ☒ Yes ☐ No

Abuts Snow King Avenue

Lots:

Are lots progressively numbered? ☒ Yes ☐ No ☐ N/A

Does plat vacate lots from which these lots are platted? ☐ Yes ☐ No ☒ N/A

Are lot dimensions shown?

☒ Yes

☐ No

☐ N/A

Streets:

Are streets ☐ dedicated to the public OR ☒ private, with rights of way granted to each lot owner? ☐ N/A There are no streets within the plat boundary.

Easements/Encumbrances:

Are all easements/encumbrances shown on W-18880 listed on the plat?

☒ Yes

☐ No

☐ N/A

The following easements/encumbrances shown on W-18880 are missing from the plat:

1. None
2. Easement to Lower Valley Power and Light recorded in Book 24, page 145 (along with vacation Book 915, page 485) does not need to be included on the plat. It was shown on the report with its vacation for informational purposes, but no longer affects the land.

Other Documents missing from plat found through separate title search:

1. None

Certificates: Are the following certificates included in the plat?

Owner's Certificate (WS 34-12-103)

☒ Yes

☐ No

Is Owner's Certificate executed by the correct party?

☒ Yes

☐ No

1. Confirm authority of April Norton, Housing Director, to sign

Surveyor's Certificate

☒ Yes

☐ No

- Todd Cedarholm, On Sight Land Surveyors

Mortgagee's Certificate (WS 34-12-102)

☐ Yes

☒ No N/A

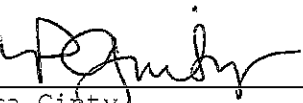
Comments/Requirements:

1. There is a small typo in paragraph 2 of the Certificate of Owner. The word "desires" shows as "desireds."
2. Section 2.1 of the Restated Condominium Declaration refers to the ground in this subdivision being conveyed to the Association separately from the structures. Since

these are condominiums and the common area is owned by all the unit owners, that language is inapplicable and needs to be removed.

3. Section 9.8 of the Restated Condominium Declaration is ambiguous as to priority of association liens in relation to mortgages. It seems to say that mortgages have priority, but then goes on to say that foreclosing mortgagees take title subject to outstanding dues. Clarification may be needed for this.
4. The Jackson/Teton County Housing Authority name reads inconsistently across the documents. In some places it does not show the slash. In others it does not say that it was formed by both the Town of Jackson and Teton County, just the County. Both it and Habitat should be referred to with their full names where they show on signature lines and are being introduced in documents.
5. Section XIII of the Condominium Declaration relies on governmental regulations in order to unilaterally amend. Since this is a phased development, it seems like there should be language to that effect so that everyone knows that additional lands will be brought into it. A mechanism to include future lands should be included.
6. The Special Restrictions need to be reworked. They proceed on the premise that Habitat is the owner of the land, which is not the case.

Signed by:



Laura Ginty

8.17.18

Date

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACTIONS
DATE: _____

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: _____
2. LOCATION: _____
3. PROJECT NUMBER: _____

4. CALCULATE PROPOSED PROJECT POPULATION:

<u>UNIT TYPE</u>	<u># OF UNITS</u>	X	<u>PERSONS HOUSED PER UNIT</u>	<u>PROJECTED POPULATION</u>
STUDIO	_____		1.25	_____
1 BEDROOM	_____		1.75	_____
2 BEDROOM	_____		2.25	_____
3 BEDROOM	_____		3.00	_____
4 BEDROOM	_____		3.75	_____
5 BEDROOM	_____		4.50	_____
EACH ADDITIONAL BEDROOM	_____		0.50	_____
DORMITORY	_____		1 per 150 sf of net habitable area	_____
TOTAL				_____

5. CALCULATE REQUIRED PARK ACREAGE:

TOTAL PROJECTED POPULATION	X	<u>9 ACRES</u> 1000 RESIDENTS	=	_____ REQUIRED ACRES
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6. CALCULATE CASH-IN-LIEU:

_____ REQUIRED ACRES	X	\$100,000 (VALUE OF LAND)	=	\$ _____ CASH- IN-LIEU
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7. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.2 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.3 - SCHOOL EXACTIONS
DATE:_____

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: _____
2. LOCATION: _____
3. PROJECT NUMBER: _____

4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	# OF UNITS	=	LAND DEDICATION
.020 ACRES PER UNIT SINGLE & TWO-FAMILY		_____		_____
.015 ACRES PER UNIT MULTI-FAMILY		_____		_____

5. CALCULATE CASH IN-LIEU:

$$\frac{\text{LAND DEDICATION}}{\text{STANDARD}} \times \$100,000 \text{ (VALUE OF LAND)} = \$ \frac{\text{CASH-IN-LIEU}}{\text{STANDARD}}$$

6. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.3 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS



Todd Cedarholm, PLS

August 9, 2018

Tyler Valentine
Town of Jackson Planning Department
P.O. Box 1687
Jackson, WY 83001
BY HAND DELIVERY

RE: Final Plat Application/The Grove Condominiums Phase Three First Filing

Dear Tyler:

On behalf of Habitat for Humanity of the Greater Teton Area and the Jackson/Teton County Housing Authority, we are submitting a Planning Permit Application for the Final Plat of The Grove Phase Three First Filing at 825 W. Snow King Avenue: Building A7 and Building A8 which each consist of 4 condominium units. Please find attached the following:

- Planning Permit Application
- \$1,000 Application Fee - Waived
- Letters of Authorization
- Current Title Report
- Notice of Intent to Subdivide
- Subdivision Improvements Agreement – see attached “The Grove Development Agreement”
- CC&Rs – see attached draft “Amended and Restated Condominium for The Grove” to be recorded concurrently with this plat. This subdivision is also subject to the “Condominium Declaration” and “First Amendment to the Condominium Declaration for The Grove” recorded in association with The Grove Condominiums Phase Two
- Draft “Special Restrictions for Affordable Housing Located at The Grove Phase 3” to be recorded concurrently with this plat
- One full-size copy of Final Plat; 8 copies, 11”x17”
- Digital copy of submittal materials -- emailed

Please let us know if you need anything further. Thanks for assisting us with this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Jen Ziegler", is written over the name "Jennifer Ziegler".

Jennifer Ziegler

attachments



PLANNING PERMIT APPLICATION
Planning & Building Department
Planning Division

150 E Pearl Ave. | ph: (307) 733-0440
P.O. Box 1687 | fax: (307) 734-3563
Jackson, WY 83001 | www.townofjackson.com

For Office Use Only

Fees Paid _____
Check # _____ Credit Card _____ Cash _____
Application #s _____

PROJECT.

Name/Description: Final Plat: The Grove Condominiums Phase Three First Filing
Physical Address: 825 W. Snow King Avenue
Lot, Subdivision: --N.A.-- PIDN: 22-41-16-33-3-00-040

OWNER.

Name: Jackson/Teton County Housing Authority Phone: 307 732-0867
Mailing Address: PO Box 714, Jackson, WY ZIP: 83001
E-mail: ahnorton@tetoncountywyo.gov

APPLICANT/AGENT.

Name: On Sight Land Surveyors, Inc. Phone: 307 734-6131
Mailing Address: PO Box 12290, Jackson, WY ZIP: 83002
E-mail: todd@onsightsurvey.com

DESIGNATED PRIMARY CONTACT.

____ Owner ☒ Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; see Fee Schedule for applicable fees.

Use Permit

____ Basic Use
____ Conditional Use
____ Special Use

Physical Development

____ Sketch Plan
____ Development Plan

Interpretations

____ Formal Interpretation
____ Zoning Compliance Verification

Relief from the LDRs

____ Administrative Adjustment
____ Variance
____ Beneficial Use Determination
____ Appeal of an Admin. Decision

Development Option/Subdivision

____ Development Option Plan
☒ Subdivision Plat
____ Boundary Adjustment (replat)
____ Boundary Adjustment (no plat)

Amendments to the LDRs

____ LDR Text Amendment
____ Zoning Map Amendment
____ Planned Unit Development
____ Other: _____

PRE-SUBMITTAL STEPS. Pre-submittal steps, such as a pre-application conference, environmental analysis, or neighborhood meeting, are required before application submittal for some application types. See Section 8.1.5, Summary of Procedures, for requirements applicable to your application package. If a pre-submittal step is required, please provide the information below. If you need assistance locating the project number or other information related to a pre-submittal step, contact the Planning Department. **If this application is amending a previous approval, indicate the original permit number.**

Pre-application Conference #: P13-038 Environmental Analysis #: _____
Original Permit #: P07-043 Date of Neighborhood Meeting: 3/13/2013

SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Provide **one electronic copy** (via email or thumb drive), and **two hard copies** of the submittal packet.

Have you attached the following?

- ☐ **Application Fee.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.
- ☒ **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. If the owner is a partnership or corporation, proof that the owner can sign on behalf of the partnership or corporation is also required. Please see the Letter of Authorization template in the Administrative Manual for a sample.
- ☒ **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is held, the submittal requirements will be reviewed at the conference followed by a written summary. The submittal requirements on the TOJ website are intended as a reference to assist you in submitting a sufficient application.

FORMAT.

The main component of any application is demonstration of compliance with all applicable Land Development Regulations (LDRs) and Resolutions. The submittal checklists are intended to identify applicable LDR standards and to outline the information that must be submitted to sufficiently address compliance with those standards.

For some submittal components, minimum standards and formatting requirements have been established. Those are referenced on the checklists where applicable. For all other submittal components, the applicant may choose to make use of narrative statements, maps, drawings, plans and specifications, tables and/or calculations to best demonstrate compliance with a particular standard.

Note: Information provided by the applicant or other review agencies during the planning process may identify other requirements that were not evident at the time of application submittal or a Pre-Application Conference, if held. Staff may request additional materials during review as needed to determine compliance with the LDRs.

Under penalty of perjury, I hereby certify that I have read this application and associated checklists and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize representatives of Teton County to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.


Signature of Owner or Authorized Applicant/Agent

TODD CEDARHOLM
Name Printed

8/8/2018
Date

LAND SURVEYOR
Title

LETTER OF AUTHORIZATION

Jackson/Teton County Housing Authority, "Owner" whose address is: P.O. Box 714,
Jackson, Wyoming, 83001

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

None besides the Housing Authority, as the owner of property

more specifically legally described as:

PT. NW1/4 SW1/4, SEC. 33, TWP.41, RNG. 116 Parcel B

(If too lengthy, attach description)

HEREBY AUTHORIZES Habitat for Humanity of the Greater Teton Area as agent to represent and act for Owner in making application for and receiving and accepting on Owners behalf, any permits or other action by the Town of Jackson, or the Town of Jackson Planning, Building, Engineering and/or Environmental Health Departments relating to the modification, development, planning or replatting, improvement, use or occupancy of land in the Town of Jackson. Owner agrees that Owner is or shall be deemed conclusively to be fully aware of and to have authorized and/or made any and all representations or promises contained in said application or any Owner information in support thereof, and shall be deemed to be aware of and to have authorized any subsequent revisions, corrections or modifications to such materials. Owner acknowledges and agrees that Owner shall be bound and shall abide by the written terms or conditions of issuance of any such named representative, whether actually delivered to Owner or not. Owner agrees that no modification, development, platting or replatting, improvement, occupancy or use of any structure or land involved in the application shall take place until approved by the appropriate official of the Town of Jackson, in accordance with applicable codes and regulations. Owner agrees to pay any fines and be liable for any other penalties arising out of the failure to comply with the terms of any permit or arising out of any violation of the applicable laws, codes or regulations applicable to the action sought to be permitted by the application authorized herein.

Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

OWNER:

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: Matthew Faupel, Board Chair

(if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner)

STATE OF Wyoming)
COUNTY OF Teton)SS.

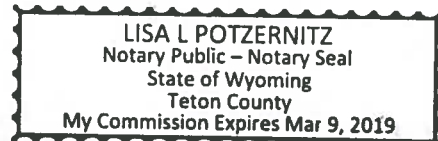
The foregoing instrument was acknowledged before me by Matthew Faupel this 27th day of December, 2016.

WITNESS my hand and official seal.

(Notary Public)

My commission expires:

(Seal)



LETTER OF AUTHORIZATION

Habitat for Humanity of the Greater Teton Area, "Owner" whose address is: _____

PO Box 4194, Jackson, WY 83001

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Jackson/Teton County Housing Authority, as the owner of property

more specifically legally described as: _____

Part of the NW1/4SW1/4 Section 33, T41N, R116W, 6th PM, Parcel "B" Map T-58D

(If too lengthy, attach description)

HEREBY AUTHORIZES On Sight Land Surveyors, Inc. Todd Cedarholm, PLS as agent to represent and act for Owner in making application for and receiving and accepting on Owners behalf, any permits or other action by the Town of Jackson, or the Town of Jackson Planning, Building, Engineering and/or Environmental Health Departments relating to the modification, development, planning or replatting, improvement, use or occupancy of land in the Town of Jackson. Owner agrees that Owner is or shall be deemed conclusively to be fully aware of and to have authorized and/or made any and all representations or promises contained in said application or any Owner information in support thereof, and shall be deemed to be aware of and to have authorized any subsequent revisions, corrections or modifications to such materials. Owner acknowledges and agrees that Owner shall be bound and shall abide by the written terms or conditions of issuance of any such named representative, whether actually delivered to Owner or not. Owner agrees that no modification, development, platting or replatting, improvement, occupancy or use of any structure or land involved in the application shall take place until approved by the appropriate official of the Town of Jackson, in accordance with applicable codes and regulations. Owner agrees to pay any fines and be liable for any other penalties arising out of the failure to comply with the terms of any permit or arising out of any violation of the applicable laws, codes or regulations applicable to the action sought to be permitted by the application authorized herein.

Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

OWNER:

Kelley L. Jolly
(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: EXECUTIVE DIRECTOR, HABITAT FOR HUMANITY

(if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner)

STATE OF WYOMING)
)SS.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by KENDRA HEIMBUCK this 7 day of AUGUST, 2010.

WITNESS my hand and official seal.

Kelley Web
(Notary Public)

My commission expires: 1/25/21

(Seal)



Issued To:

On Sight Land Surveyors Inc
P.O. Box 12290
Jackson, WY 83002
(307) 734-6131

Report No.: W-18880
Effective Date: June 8, 2018
Current Date: June 27, 2018

Project Reference: The Grove, Phase III

Property Address: 825 West Snow King Avenue, Jackson, WY 83001

County: Teton

1. According to the last deed appearing of public record, title to the fee simple estate or interest in the land described or referred to in this Report at the effective date hereof appears to be vested in:

Jackson/Teton County Housing Authority, a duly constituted Regional Housing Authority established by Teton County and the Town of Jackson, Wyoming pursuant to W.S. § 15-10-116 formerly known as Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. § 15-10-116, as amended

2. The land referred to in this Report is described as follows:

See Exhibit "A" Attached Hereto and Made a Part Hereof

Issued By:

WYOMING TITLE & ESCROW, INC.
Liz Jorgenson/Christina Feuz, Co-Managers
Phone: 307.732.2983

This Ownership and Encumbrance Report is not a Commitment for Title Insurance nor is it an Abstract of Title. This Ownership and Encumbrance Report is for informational purposes only, does not necessarily contain all defects, liens or encumbrances of record, and may not be relied upon as a representation of the record regarding the subject property, and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

EXHIBIT "A"

LEGAL DESCRIPTION

Located with the NW1/4 SW1/4, Section 33, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming, more particularly described as follows:

ADJUSTED PARCEL B

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 33;
thence S88°57'06"E, on the East-West Center-Section Line of said Section 33, 415.69 feet, to the TRUE POINT OF BEGINNING, witnessed by a 5/8" diameter steel reinforcing bar with 1 1/2" aluminum cap inscribed " WC 2.0' PLS 6193" that lies westerly 2.18 feet;
thence continuing on said Center-Section Line, being also the northerly boundary of that parcel identified as Parcel B, in that warranty deed of record in Book 787 of Photo, Pages 739-740, in the Office of County Clerk for Teton County, Wyoming, S88°57'06"E 145.12 feet to the Northeast Comer thereof, monumented by a reinforcing bar with 2" diameter aluminum cap inscribed " PLS 5368" , found this survey;
thence S00°15'37"W on the easterly boundary of said Parcel B, 599.82 feet to the Southeast Comer thereof;
thence N88°56'10"W on the southerly boundary of said Parcel B, 145.14 feet to the Southwest Comer thereof;
thence N00°15'42"E on the westerly boundary thereof, 200.02 feet to the southerly boundary of Adjusted Parcel A;
thence S88°57'36"E on said southerly boundary 28.14 feet to the Southeast Comer thereof;
thence N01°01'44"E on the easterly boundary of said Adjusted Parcel A, 199.94 feet to the Northeast Comer thereof;
thence N88°58'55"W on the northerly boundary thereof, 30.82 feet;
thence N00°15'42"E 199.81 feet to the point of beginning.

PIDN: 22-41-16-33-3-00-040

ENCUMBRANCES WHICH AFFECT THE SUBJECT PROPERTY APPEAR TO BE (BUT ARE NOT NECESSARILY LIMITED TO) THE FOLLOWING:

1. General taxes for the year 2018, a lien in the process of assessment, not yet due or payable. Taxes for the year 2017 appear to be OJ-NONTAX.
2. Assessments for the Grove Condominium Association, if any, which are excluded from the coverage afforded hereby.
3. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights claims or title to water, (d) any right title or interest in any sand and gravel and/or minerals including access to and from to extract minerals, mineral rights, or related matters, including, but not limited to oil, gas, coal and other hydrocarbons, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
4. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
5. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded April 2, 1973, as (book) 24 (page) 145, Official Records.
[B24P145](#)

Vacation of Utility Easement, recorded March 7, 2016, as (book) 915 (page) 485 Official Records.
[B915P485](#)
6. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded December 8, 1976, as (book) 53 (page) 95, Official Records.
[B53P95](#)
7. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded November 13, 1978, as (book) 78 (page) 504, Official Records.
[B78P504](#)
8. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as U S West Communications, Inc., in a document recorded September 3, 1993, as (book) 276 (page) 156, Official Records:
Purpose: TELECOMMUNICATIONS
[B276P156](#)
9. Covenants, conditions and restrictions, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as contained in the deed from Clarene Law, Trustee of the Clarene Law Revocable Trust, dated April 14, 1989, recorded June 16, 2004, as (book) 555 (page) 246, Official Records.
[B555P246](#)

10. Terms, Conditions and Provisions of Affidavit and Agreement relating to a Planned Mixed Use Development Master Plan, recorded July 30, 2007, as (book) 672 (page) 751, Official Records.
[B672P751](#)
11. Memorandum of Understanding in regards to funds appropriated to Town of Jackson from Teton County for the Town of Jackson to Purchase the "Grove" Property, recorded June 22, 2010, as (book) 758 (page) 1034, Official Records.
[B758P1034](#)
12. Terms, Conditions and Provisions of Affidavit and Agreement relating to Planned Mixed Use Development Master Plan, recorded December 9, 2011, as (book) 795 (page) 1050, Official Records.
[B795P1050](#)
13. Affidavit of Acknowledgment and Acceptance of Boundary Adjustment of Parcels owned by Teton County Housing Authority, recorded May 22, 2014, as (book) 869 (page) 746, Official Records.
[B869P746](#)
14. Terms and Conditions of The Grove Development Agreement, recorded July 17, 2014, as (book) 873 (page) 26, Official Records.
[B873P26](#)
15. Record of Survey T-58D for Minor Boundary Adjustment Between Properties of Teton County Housing Authority, recorded May 22, 2014, as (book) 41 (page) 116, Official Records.
[T-58D](#)
16. Terms and Conditions of Nonexclusive Installation and Service Agreement, recorded January 15, 2016, as (book) 912 (page) 815, Official Records.
[B912P815](#)
17. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, a Cooperative Utility Corporation, recorded March 7, 2016, as (book) 915 (page) 478, Official Records.
[B915P478](#)
18. Declaration of Easement, Access, Utilities and Drainage, recorded May 23, 2016, as (book) 920 (page) 602; (book) 920 (page) 610; (book) 920 (page) 616, Official Records.
[B920P602](#)
[B920P610](#)
[B920P616](#)
19. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as shown in a document recorded May 10, 2017, as (book) 944 (page) 1115, Official Records:
Purpose: TEMPORARY CONSTRUCTION EASEMENT
[B944P1115](#)

***** End of Encumbrances *****

WARRANTY DEED

Town of Jackson, Wyoming, a Wyoming municipal corporation of the State of Wyoming, GRANTOR, of Teton County, Wyoming, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, CONVEYS AND WARRANTS to Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. § 15-10-116 as amended, GRANTEE, whose address is Post Office Box 714, Jackson, Wyoming, ⁸³⁰⁰¹ the following described real estate, situate in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

See attached Exhibit A.

Tract 18-A:
PIN #22-41-16-33-3-00-006
Parcel A:
PIN #22-41-16-33-3-00-036
Parcel B:
PIN #22-41-16-33-3-00-037

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging. Subject to all covenants, conditions, restrictions, easements, reservations, and rights-of-way of sight and/or record.

WITNESS my hand this 18th day of August, 2011.

Town of Jackson, Wyoming:



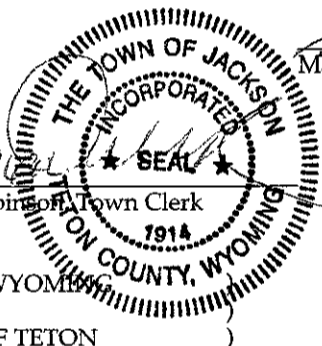
*First American Title
Insurance Company*

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

ATTESTED:

Roxanne Robinson, Town Clerk

STATE OF WYOMING
COUNTY OF TETON



Mark Barron, Mayor

GRANTOR TOWN OF JACKSON WYOMING
GRANTEE TETON COUNTY HOUSING AUTHORITY
Doc 0799664 bk 787 pg 739-740 Filed At 13:11 ON 08/18/11
Sherry L. Daigle Teton County Clerk fees. 11.00
By Kassie Hansen Deputy

The foregoing instrument was acknowledged before me this 18th day of August, 2011 by Mark Barron as Mayor of the Town of Jackson, Wyoming.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: 2 10 15

Law Office of
Hess Carlson & D'Amours, LLC
Post Office Box 449
30 East Simpson Street
Jackson, Wyoming 83001
307-733-7881



Exhibit A

Those parcels of Land being identical to Parcel A, Parcel B, and Tract 18A as shown on "Map to Accompany Boundary Line Adjustment prepared for Scott Mini, LLC and Jackson Trailer Park Snow King, LLC," Map T-58C recorded in the Office of the Clerk of Teton County, Wyoming, located within the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 33, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, being more particularly described as:

COMMENCING at the west one-quarter corner of said Section 33, marked by a 2 inch diameter pipe with 3 inch diameter brass cap inscribed "RLS 164" along with other markings;
THENCE, S 00°09'30" W, 200.04 feet, along the west line of said Section 33, to the POINT OF BEGINNING being the northwest corner of said Tract 18A marked by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap inscribed "PLS 3831";
THENCE, S 88°59'39" E, 415.52 feet, along the north line of said Tract 18A and said Parcel A, to a point marked by a 5/8 inch diameter rebar with a 2 inch aluminum cap inscribed "PLS 3831";
THENCE, N 00°15'09" E, 186.78 feet, along the west line of said Parcel A to a witness corner to the northwest corner of said Parcel A, marked by a 5/8 inch diameter rebar with a 2 inch aluminum cap inscribed "PLS 3831";
THENCE, continuing N 00°15'09" E, 12.98 feet to the said northwest corner of Parcel A, being on the north line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$;
THENCE, S 88°57'25" E, 145.22 feet, along said north line to the northeast corner of said Parcel A, marked by a 5/8 inch diameter rebar with aluminum cap inscribed "PLS 5368";
THENCE, S 00°15'19" W, 496.64 feet, along the east line of said Parcel A to the northeast corner of said Parcel B marked by a 5/8 inch diameter rebar with a 2 inch aluminum cap inscribed "PLS 3831";
THENCE, continuing S 00°15'19" W, 103.32 feet along the east line of said Parcel B to a point intersecting the north Right-of-Way line of Snow King Avenue, marked by a 5/8 inch diameter rebar with aluminum cap inscribed "PLS 5368";
THENCE, N 88°55'45" W, 145.19 feet, along said Right-of-Way to the southwest corner of said Parcel B marked by a 5/8 inch diameter rebar with a 2 inch aluminum cap inscribed "PLS 3831";
THENCE, N 00°15'09" E, 103.32 feet, along the west line of said Parcel B to the northwest corner of said Parcel B marked by a 5/8 inch diameter rebar with a 2 inch aluminum cap inscribed "PLS 3831";
THENCE, continuing N 00°15'09" E, 96.76 feet along the west line of said Parcel A to a point marked by a 5/8 inch diameter rebar with a 2 inch aluminum cap inscribed "PLS 3831";
THENCE, N 88°58'21" W, 415.19 feet, along the south line of said Parcel A, to a point intersecting said west line of Section 33, marked by a 5/8 inch diameter rebar with a 2 inch aluminum cap inscribed "PLS 3831";
THENCE, N 00°09'30" E, 199.90 feet, along said west line of Section 33, to the POINT OF BEGINNING.

The base bearing for this description is N 00°09'30" E, along the west line of Section 33, between the West $\frac{1}{4}$ and South $\frac{1}{16}$ Corners common to Sections 32 and 33.

From: Todd Cedarholm
To: "Ben Medina, Legal Dept./JH News&Guide <legals@jhnewsandguide.com> (legals@jhnewsandguide.com)"
Cc: Jennifer Ziegler; Kendra Heimbuck (kendra@tetonhabitat.org)
Subject: Legal notice for Jackson/Teton County Housing Authority
Date: Thursday, July 26, 2018 2:23:00 PM

Hello,

Please publish the following legal notice on 8/1/2018 and 8/8/2018:

And also please send a confirmation of receipt of this email.

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that in accordance with Chapter 18.5-306 Wyoming Statutes, 1977, as amended, that the Jackson/Teton County Housing Authority and Habitat for Humanity of the Greater Teton Area, intend to apply for a permit to subdivide property within the Town of Jackson. The proposed subdivision is an affordable housing condominium subdivision of Part of the NW¼SW¼ Section 33, T41N, R116W "Adjusted Parcel B" Map T-58D, to create Eight (8) affordable condominium units. The project is located on 1.86 acres in the Town of Jackson at 825 W Snow King Avenue, within the NW¼SW¼ of Section 33, T41N, R116W, 6th P.M.

Filing for said permit will occur at a regular meeting of the Jackson Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at (307) 733-3932 for the scheduled meeting date and additional information.

Please publish August 1 & 8, 2018

Emailed to Jackson Hole News and Guide on 07/26/2018

Bill to:
On Sight Land Surveyors, Inc.
P.O. Box 12290

Jackson, WY 83002

Todd Cedarholm, PLS

OSLS, Inc

PO Box 12290

155 West Gill Ave

Jackson, WY 83002

Office (307) 734-6131

Cell (307) 413-1219

todd@onsightsurvey.com

RELEASED	
INDEXED	✓
ABSTRACTED	
SCANNED	

THE GROVE DEVELOPMENT AGREEMENT

THIS AGREEMENT dated this 7th day of July, 2014, by and between the TETON COUNTY HOUSING AUTHORITY, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. §15-10-116, as amended, hereinafter referred to as "TCHA", and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, hereinafter referred to as the "Town", provides as follows:

WHEREAS, TCHA submitted a Final Development Plan for The Grove, which was approved by the Town Council on December 16, 2013 (the "FDP"), which development required the construction of certain improvements described in the FDP (the "Improvements") to be undertaken in three distinct phases; and

WHEREAS, the Town and TCHA desire to enter into this Agreement to memorialize their understanding regarding the construction of the Improvements; and

NOW, THEREFORE, IT IS HEREBY AGREED that for and in consideration of the aforesaid premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, TCHA on its own behalf or any successor in interest or assign, and the Town do mutually covenant and agree as follows:

1. TCHA TO COMPLY

TCHA shall comply with all improvement requirements contained in Section 6140 A. of the Town of Jackson Land Development Regulations, the FDP, and subdivision improvement plans and specifications retained on file in the office of the Town Engineer, the Planning Director, and the requirements of the Town Planning and Zoning Commission and Town Council for this subdivision. Improvements shall be engineered, designed, constructed, and installed solely at TCHA's own cost.

2. DEVELOPMENT PLAN REQUIREMENTS INCORPORATED

The requirements of the Town Council, as set forth in its approval of the Final Development Plan are hereby incorporated herein by this reference as though fully set forth herein. Development and use of all land within the subdivision is limited to that recognized by the Land Development Regulations of the Town of Jackson, as they may be amended from time to time, and the FDP.

3. APPROVED SUBDIVISION INFRASTRUCTURE IMPROVEMENT PLANS AND SPECIFICATIONS

The subdivision infrastructure improvement plans and specifications filed by TCHA or its agents, as approved by the Town Engineer and maintained on file in the office of the Town Engineer,

GRANTOR: TETON COUNTY HOUSING AUTHORITY ET AL
GRANTEE: TETON COUNTY HOUSING AUTHORITY ET AL
Doc 0863196 bk 873 pg 26-34 Filed At 12:50 ON 07/17/14
Sherry L. Daigle Teton County Clerk fees: 36.00
By Mary D Antrobus Deputy

and any revision of said improvement plans and specifications approved by said Town Engineer are hereby incorporated herein by reference as though fully set forth. All public improvement work required by TCHA under this agreement shall be in accordance with said improvement plans and specifications.

4. ESTIMATED COST OF SUBDIVISION INFRASTRUCTURE IMPROVEMENTS AND SECURITY THEREFORE

The list of improvements and the total cost of improvements required by this agreement as estimated by a professional engineer licensed in the State of Wyoming on behalf of TCHA, and as approved by the Town Engineer, is attached hereto as **Exhibit "A"** and by this reference made a part hereof. According to a Cooperative Agreement for Payment of Fees for Publicly Sponsored or Co-Sponsored Projects between Teton County and the Town of Jackson, dated February 2, 1998, TCHA is an exempt agency and is not required to furnish any customarily required bond or financial assurances related to landscaping, infrastructure or public improvements.

5. UNDERGROUND ELECTRICAL POWER, TELEPHONE, FIBER OPTICS, CABLE TELEVISION, AND GAS FACILITIES

All electrical power, telephone and fiber optic communication, cable television, and natural gas facilities within the subdivision shall be installed underground, except that above ground facilities necessary to serve underground facilities, other installation of peripheral overhead electrical transmission and distribution feeder lines, or other installation of either temporary or peripheral overhead communications, distance, trunk, or feeder lines may be allowed. TCHA understands and agrees that any and all said facilities that are to be constructed within or under any street improvements shall be in place prior to the construction of the surface street improvements. TCHA affirms that the public utility companies, including the cable television company enfranchised by the Town, providing the said services and facilities to and within the subdivision have been directly consulted by TCHA through its officers, agents, or employees and that TCHA is informed as to the approximate cost to TCHA of the provision and installation of said facilities and services underground and that the requirements for said facilities have been considered in the preparation of the subdivision improvement plans.

6. TIME FOR COMPLETION

The Supplemental Phasing Plan and Concept for Future Mapping was approved by the Town Council as part of the FDP and states that TCHA will construct The Grove in three distinct phases. Phase 1 will begin in the summer of 2014 and completion is expected in the fall of 2015. Phases 2 and 3 require approval of the Board of County Commissioners with assurances of adequate funding and product demand. Estimated construction start-dates are summer of 2015 for Phase 2, and summer of 2016 for Phase 3.

7. WARRANTY

All work and improvements required pursuant to this agreement and the ordinances of the Town shall be subject to and shall carry a guarantee and warranty for all work and materials for a period of one (1) year from the date of inspection and approval from the Town of Jackson, which shall be for the benefit of the Town and this obligation shall survive any release of security by the Town.

8. LIABILITY

TCHA agrees to carry a comprehensive general liability policy with minimum limits of \$500,000 for each occurrence and \$1,000,000 annual aggregate for bodily injury and \$500,000 for each occurrence and \$1,000,000 annual aggregate for property damage or a combined single limit policy with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 annual aggregate which includes coverage for manufacturer and contractors, independent contractors, products, completed operations, and personal injury. TCHA also agrees to name the Town as an additional named insured as respects the contract and a certificate of insurance covering these items shall be filed with the Town Engineer within 5 business days of the Effective Date of this Agreement.

9. PERFORMANCE TESTING AND INSPECTION

TCHA shall be required to perform all required testing and/or monitor the installation of all construction associated with the projects water, sewer and storm drainage systems. TCHA shall provide the Town with field and testing reports completed by a State of Wyoming licensed engineer.

TCHA shall be responsible for obtaining all required Town permitting and abiding by the conditions set forth within same. TCHA shall be required to complete all construction work and necessary performance tests on installed infrastructure. TCHA shall be responsible for the preparation of daily inspection reports and test results. This information shall be submitted to the Town Engineer. The Town shall have the right, but not the obligation, to be present at any and all such performance tests and to perform periodic observation of any and all phases of construction. TCHA shall notify the Public Works Department prior to the commencement of any performance test or any placement of asphalt pavement or concrete curb and gutter and shall provide placement for a representative of the Town to be present at the test or placement.

10. APPROVAL BY TOWN ENGINEER

As improvements are completed, TCHA may submit a written request to the Town Engineer to inspect and approve. If the Town Engineer determines that any of the improvements are not constructed in substantial compliance with approved plans and specifications and/or further

construction may damage completed infrastructure, the Town Engineer shall furnish TCHA a list of specific deficiencies. TCHA understands that a Certificate of Occupancy for residential structures per Phase will not be obtained until infrastructure improvements are completed according to the approved plans and specifications and upon approval of such by the Town Engineer.

11. DEVELOPMENT COORDINATION

Unless specifically provided in this Agreement to the contrary, the contact person representing the Town shall be the Town Engineer who shall have general responsibility for coordinating development of the improvements required herein. TCHA shall notify the Town Engineer when improvements shall be installed.

12. NOTICES

Any notice or communication required or permitted herein shall be given in writing and shall be personally delivered or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Town: Town of Jackson
Attention: Town Engineer
150 E. Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

TCHA: Teton County Housing Authority
Attention: Christine Walker, Executive Director
260 W. Broadway, Suite B
P.O. Box 714
Jackson, WY 83001

Either party, upon written notification sent via United States Mail, return receipt requested, may change mailing addresses and contact information.

13. BINDING EFFECT OF AGREEMENT AND MODIFICATIONS

This Agreement shall run with the land included within The Grove development and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

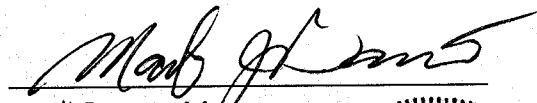
14. TITLE AND AUTHORITY

TCHA warrants to the Town that it is the record owner of the Subject Property upon which the development shall be constructed. The undersigned further warrants having full power and authority to enter into this Agreement.

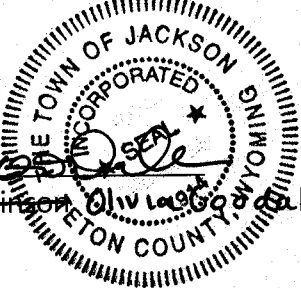
15. SEVERABILITY

This Agreement is to be governed and construed according to the laws of the State of Wyoming. In the event that any provision of this Agreement is held to be in violation of Town, State or Federal laws and hereby rendered invalid or unenforceable as to any party or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

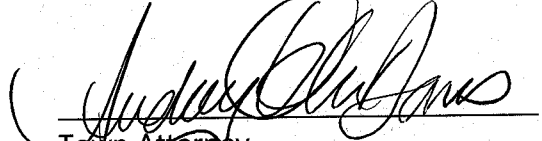
**TOWN OF JACKSON,
a municipal corporation
of the State of Wyoming**


Mark Barron, Mayor

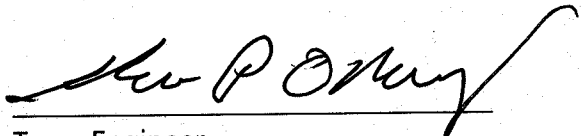

Roxanne Devries Robinson
Town Clerk




APPROVED AS TO FORM:

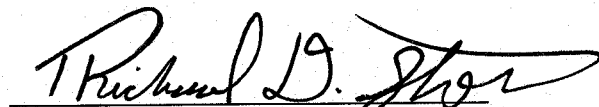

Town Attorney

CONTENTS:


Town Engineer


Planning Director

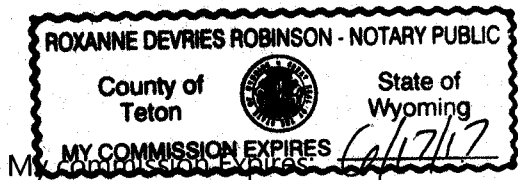
TETON COUNTY HOUSING AUTHORITY

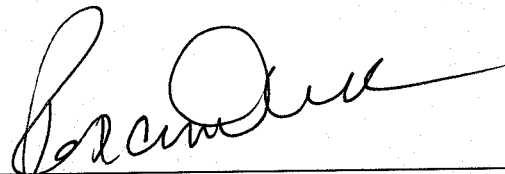

Richard D. Stout,
President

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Mark Barron as Mayor of the Town of Jackson this 7th day of July, 2014.

Witness my hand and official seal.



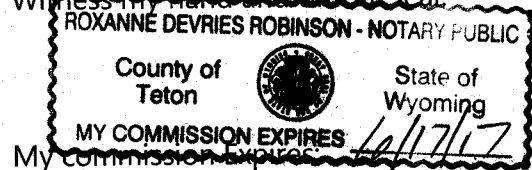


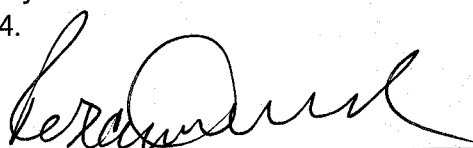
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Olivia Goodale ~~Roxanne Devries Robinson~~ as Town Clerk of the Town of Jackson this 7th day of July, 2014.

Witness my hand and official seal.



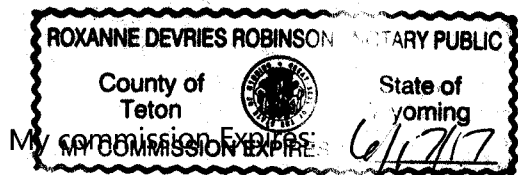


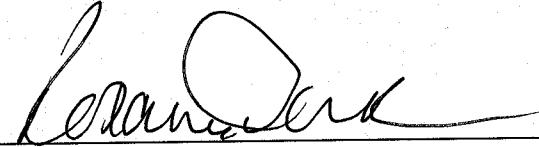
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Audrey Cohen-Davis as Town Attorney of the Town of Jackson this 30th day of June, 2014.

Witness my hand and official seal.



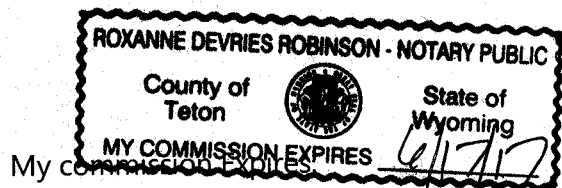


Notary Public

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Shawn P. O'Malley as Town Engineer of the Town of Jackson this 1st day of July, 2014.

Witness my hand and official seal.

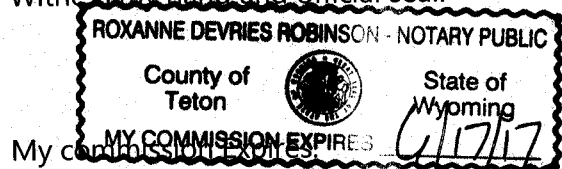


[Signature]
Notary Public

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Tyler Sinclair as Planning Director of the Town of Jackson this 30th day of June, 2014.

Witness my hand and official seal.

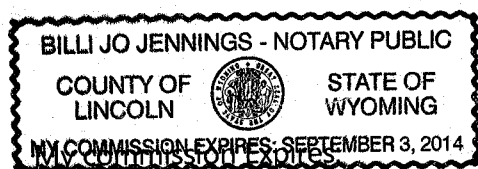


[Signature]
Notary Public

STATE OF WYOMING)
)ss.
COUNTY OF WYOMING)

The foregoing instrument was acknowledged before me by Richard D. Stout, President of the Teton County Housing Authority this 27th day of June, 2014.

Witness my hand and official seal.



[Signature]
Notary Public

Engineer's Opinion of Probable Cost For Construction**The Grove Housing Project****Teton County Housing Authority**

Date: 23 May 2014 By: CB/AJ

Jorgensen Associates, P.C.
P.O. Box 9550 / 1315 S. Hwy 89, Suite 203
Jackson, Wyoming 83002 (307)
733-5150

Item No.	Description	Unit	Quantity	Unit Price	Amount
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ROADS, SIDEWALKS, AND SITE WORK

1	Site Earthwork; Stripping, Haul-Off, On-Site	CY	5,000	8.50	42,500.00
2	Road and Parking Subbase; 1 ft. Depth	TON	4,565	32.00	146,080.00
3	Road and Parking Base Course; 6 in. Grading 'H'	TON	2,370	42.00	99,540.00
4	Asphalt Pavement; 2 1/2 in.	TON	1,022	118.00	120,596.00
5	Vertical Curb and Gutter	LF	3,061	33.00	101,013.00
6	TOJ Vert. Curb & Gutter w/ Existing Demo & Paving	LF	345	45.00	15,525.00
7	All Sidewalk; Complete w/ Base	SF	18,858	11.50	216,867.00
8	All Sidewalk Pavers; Complete w/ Base	SF	7,187	11.50	82,650.50
9	All Concrete Patios; Complete w/ Base	SF	2,915	11.50	33,522.50
10	2 Ft. Concrete Valley Gutter w/ Base	LF	513	14.00	7,182.00
11	TOJ Street Reconstruction	EA	2	3,500.00	7,000.00
12	Striping: Parking, Crosswalks, etc.	LS	1	5,000.00	5,000.00
13	Topsoil Placement, 4" thick, screened	CY	616	20.00	12,320.00
14	Seeding	SY	1,992	1.00	1,992.00
15	Sod	SY	17,740	1.00	17,740.00
16	Landscaping	LS	1	146,000.00	146,000.00
17	Site Lighting	LS	1	25,000.00	25,000.00
Subtotal Roads, Sidewalks, Site Work					\$891,788.00

WATER DISTRIBUTION SYSTEM

18	8" DIP	LF	335	39.00	13,065.00
19	6" DIP	LF	611	37.50	22,912.50
20	4" DIP	LF	620	32.50	20,150.00
21	4" Service Connection	EA	13	2,300.00	29,900.00
22	1" Service Connection	EA	13	1,000.00	13,000.00
23	1" CI 200 PE Service Line	LF	130	28.00	3,640.00
24	Fittings, Tee, Bend, etc.	LS	1	5,000.00	5,000.00
25	Valves, 8", 6", 4"	EA	1	6,650.00	6,650.00
26	Fire Hydrant	EA	3	4,500.00	13,500.00
27	Connection to Existing Main	EA	2	3,500.00	7,000.00
28	Water / Sewer Crossing per Detail	EA	9	900.00	8,100.00
29	Water System Flushing, Disinfection, and Testing	LS	3	2,500.00	7,500.00
Subtotal Water Distribution					\$150,417.50

SANITARY SEWER COLLECTION SYSTEM

30	8" SDR 35 PVC Main Line	LF	935	39.50	36,932.50
31	6" SDR 35 PVC Service Line	LF	77	39.00	3,003.00
32	4" SDR 35 PVC Service Line	LF	696	31.00	21,576.00
33	6" Sewer Service Connection	EA	2	2,500.00	5,000.00
34	4" Sewer Service Connection	EA	12	2,200.00	26,400.00
35	Sewer Manhole, 5 Ft. Height on New Main Line	EA	6	3,200.00	19,200.00
36	Additional Manhole Height	VFT	18.60	110.00	2,046.00
37	Sewer Service Cleanout; Conc. to Set	EA	14	300.00	4,200.00
38	Connection To Existing Sewer Main w/ new MH	EA	1	2,500.00	2,500.00
39	Connection To Existing Sewer Manhole	EA	1	3,800.00	3,800.00
40	Sewer System Cleaning and Testing	LS	3	2,500.00	7,500.00
Subtotal Sanitary Sewer Collection					\$132,157.50

Item No.	Description	Unit	Quantity	Unit Price	Amount
STORM SEWER COLLECTION SYSTEM					
41	12" SDR 35 PVC Main Line	LF	1,110	31.50	34,965.00
42	6" SDR 35 PVC Branch Line	LF	1,578	30.50	48,129.00
43	6" Branch Connection	EA	5	350.00	1,750.00
44	48" Storm Manhole on Existing Line	EA	2	2,500.00	5,000.00
45	30" Catch Basin	EA	9	1,400.00	12,600.00
46	Landscaping Inlet Grate	EA	9	450.00	4,050.00
47	Solid Access Cover; DL-A1055 w/ One Pick Hole	EA	2	300.00	600.00
48	Storm Sewer Service Building Connection	EA	11	3,000.00	33,000.00
49	Storm Sewer Cleaning and Testing	LS	2	1,200.00	2,400.00
Subtotal Storm Sewer Collection					\$142,494.00
CABLE UTILITIES AND MISCELLANEOUS ITEMS					
50	Type A Trenching and Backfill	LF	2,179	9.25	20,155.75
51	4" Sch 40 PVC Conduit	LF	2,179	4.75	10,350.25
52	4" Sch 40 PVC Sweeps	EA	18	55.00	990.00
53	Vault, Transformer, Pedestal Location Backfill	EA	9	850.00	7,650.00
54	Irrigation Sleeves; 4" SCH 40 PVC	LF	1,800	5.00	9,000.00
55	Site Lighting Sleeves; 4"SCH PVC	LF	1,800	5.00	9,000.00
56	Type 2 Pipe Bedding	TON	100	27.00	2,700.00
57	Silt Fence Erosion Protection	LF	500	6.50	3,250.00
58	Straw Wattle Erosion Protection	LF	20	10.00	200.00
59	Force Account	LS	1	20,000.00	20,000.00
60	Mobilization	LS	1	50,000.00	50,000.00
Subtotal Miscellaneous Items					\$133,296.00

COST FOR PROJECT INFRASTRUCTURE CONSTRUCTION **\$1,450,153.00**
15% CONTINGENCY **\$217,522.95**

ENGINEER'S OPINION OF PROBABLE COST FOR CONSTRUCTION **\$1,667,675.95**



AMENDED AND RESTATED
CONDOMINIUM DECLARATION
for the
THE GROVE

TABLE OF CONTENTS

ARTICLE I.	<u>PREAMBLE</u>	1
ARTICLE II.	<u>CREATION OF THE COMMUNITY</u>	1
SECTION 2.1	<u>THE REAL PROPERTY</u>	1
SECTION 2.2	<u>INTENT COVENANTS TO RUN WITH THE LAND</u>	2
SECTION 2.3	<u>TYPE OF OWNERSHIP</u>	2
SECTION 2.4	<u>PERIOD OF CONDOMINIUM OWNERSHIP</u>	2
SECTION 2.5	<u>GOVERNING DOCUMENTS</u>	2
SECTION 2.6	<u>DEVELOPMENT RESTRICTIONS</u>	2
SECTION 2.7	<u>SEVERABILITY</u>	2
ARTICLE III.	<u>DEFINITIONS</u>	3
SECTION 3.1	<u>ACT</u>	3
SECTION 3.2	<u>ARTICLES</u>	3
SECTION 3.3	<u>ASSESSMENT</u>	3
SECTION 3.4	<u>ASSOCIATION</u>	3
SECTION 3.5	<u>BOARD</u>	3
SECTION 3.6	<u>BUILDING</u>	3
SECTION 3.7	<u>BYLAWS</u>	3
SECTION 3.8	<u>COMMON ELEMENTS</u>	3
SECTION 3.9	<u>COMMON EXPENSES</u>	3
SECTION 3.10	<u>COMMUNITY-WIDE STANDARD</u>	3
SECTION 3.11	<u>CONDOMINIUM</u>	4
SECTION 3.12	<u>CONDOMINIUM PLAT</u>	4
SECTION 3.13	<u>DECLARATION</u>	4
SECTION 3.14	<u>DECLARANT</u>	4
SECTION 3.15	<u>GENERAL COMMON ELEMENTS</u>	4
SECTION 3.16	<u>GOVERNING DOCUMENTS</u>	4
SECTION 3.17	<u>LIMITED COMMON ELEMENTS</u>	4
SECTION 3.18	<u>LIMITED COMMON ELEMENTS – CARPORT</u>	5
SECTION 3.19	<u>LIMITED COMMON ELEMENTS – NEIGHBORHOOD</u>	5
SECTION 3.20	<u>DELETE</u>	5
SECTION 3.21	<u>LIMITED COMMON ELEMENTS - YARD</u>	5
SECTION 3.22	<u>MANAGING COMPANY</u>	5
SECTION 3.23	<u>MASTER RULES AND REGULATIONS</u>	5
SECTION 3.24	<u>MORTGAGE</u>	5
SECTION 3.25	<u>MORTGAGEE</u>	5
SECTION 3.26	<u>NEIGHBORHOOD ASSESSMENT</u>	5
SECTION 3.27	<u>OCCUPANT</u>	5
SECTION 3.28	<u>OWNER</u>	6
SECTION 3.29	<u>PROPERTY</u>	6
SECTION 3.30	<u>REAL PROPERTY</u>	6
SECTION 3.31	<u>REGULAR ASSESSMENT</u>	6
SECTION 3.32	<u>RESIDENTIAL UNIT</u>	6
SECTION 3.33	<u>SPECIAL ASSESSMENT</u>	6
SECTION 3.34	<u>SPECIFIC ASSESSMENT</u>	6
SECTION 3.35	<u>THE GROVE CONDOMINIUMS</u>	6
SECTION 3.36	<u>UNIT OR CONDOMINIUM UNIT</u>	6
ARTICLE IV.	<u>NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP</u>	7
SECTION 4.1	<u>ESTATES OF AN OWNER</u>	7
SECTION 4.2	<u>DESCRIPTION OF A CONDOMINIUM UNIT</u>	7
SECTION 4.3	<u>OWNERSHIP OF COMMON ELEMENTS AND ASSESSMENTS</u>	7
SECTION 4.4	<u>PARTITION NOT PERMITTED</u>	7
SECTION 4.5	<u>OWNER’S VOTING RIGHTS</u>	8

SECTION 4.6	<u>TAXES AND ASSESSMENTS</u>	8
SECTION 4.7	<u>SEPARATE MORTGAGES</u>	8
SECTION 4.8	<u>MECHANIC'S AND MATERIALMEN'S LIEN RIGHTS</u>	8
ARTICLE V. USE AND OCCUPANCY OF COMMON ELEMENTS AND OTHER RIGHTS AND EASEMENTS; CONSTRUCTION ACTIVITIES		9
SECTION 5.1	<u>USE OF GENERAL COMMON ELEMENTS</u>	9
SECTION 5.2	<u>USE OF LIMITED COMMON ELEMENTS</u>	9
SECTION 5.3	<u>ASSOCIATION'S RIGHT TO USE UNITS AND GENERAL AND LIMITED COMMON ELEMENTS</u>	9
SECTION 5.4	<u>OWNER'S RIGHT WITH RESPECT TO INTERIORS</u>	9
SECTION 5.5	<u>EASEMENT FOR INGRESS, EGRESS, SUPPORT AND UTILITIES</u>	10
SECTION 5.6	<u>EASEMENTS FOR ENCROACHMENTS</u>	10
SECTION 5.7	<u>EASEMENTS OF ACCESS FOR REPAIR, MAINTENANCE, AND EMERGENCIES</u>	10
SECTION 5.8	<u>EASEMENTS FOR DRAINAGE</u>	11
SECTION 5.9	<u>EASEMENT FOR CONSTRUCTION</u>	11
SECTION 5.10	<u>EASEMENTS DEEMED APPURTENANT</u>	11
SECTION 5.11	<u>CONSTRUCTION ACTIVITIES</u>	11
SECTION 5.12	<u>EASEMENT FOR EMERGENCY VEHICLES AND PERSONNEL</u>	11
SECTION 5.13	<u>ADJACENT PROPERTY CROSS-ACCESS EASEMENT</u>	11
ARTICLE VI. USE AND CONDUCT		12
SECTION 6.1	<u>FRAMEWORK FOR REGULATION</u>	121
SECTION 6.2	<u>RULE MAKING AUTHORITY</u>	12
SECTION 6.3	<u>ALLOCATION OF BURDENS AND BENEFITS</u>	12
SECTION 6.4	<u>OWNERS' ACKNOWLEDGEMENT AND NOTICE TO PURCHASERS</u>	12
SECTION 6.5	<u>DISPLAYS</u>	13
SECTION 6.6	<u>NUISANCE</u>	13
SECTION 6.7	<u>DOMESTIC ANIMALS</u>	13
SECTION 6.8	<u>FENCING</u>	14
SECTION 6.9	<u>PROHIBITED USES</u>	14
SECTION 6.10	<u>VEHICLE PARKING, STORAGE, OPERATION AND REPAIR</u>	15
ARTICLE VII. THE ASSOCIATION		16
SECTION 7.1	<u>ADMINISTRATION OF PROPERTY; CREATION OF ASSOCIATION; ADOPTION OF BYLAWS</u>	16
SECTION 7.2	<u>MEMBERSHIP</u>	16
SECTION 7.3	<u>VOTING RIGHTS</u>	16
SECTION 7.4	<u>BOARD OF DIRECTORS</u>	166
ARTICLE VIII. CERTAIN RIGHTS, POWERS AND RESPONSIBILITIES OF THE ASSOCIATION		176
SECTION 8.1	<u>POWERS OF THE BOARD OF DIRECTORS OF THE ASSOCIATION</u>	17
SECTION 8.2	<u>MANAGEMENT, CONTROL AND MAINTENANCE OF THE COMMON ELEMENTS</u>	17
SECTION 8.3	<u>MAINTENANCE AND REPAIR OF UNITS</u>	17
SECTION 8.4	<u>DELEGATION OF POWERS AND RESPONSIBILITIES OF ASSOCIATION</u>	17
SECTION 8.5	<u>PERSONAL PROPERTY FOR COMMON USE</u>	18
SECTION 8.6	<u>MASTER RULES AND REGULATIONS</u>	18
SECTION 8.7	<u>IMPLIED RIGHTS</u>	18
SECTION 8.8	<u>AMPLIFICATION</u>	18
SECTION 8.9	<u>LIMITATION ON ASSOCIATION'S LIABILITY</u>	18
SECTION 8.10	<u>ENFORCEMENT OF GOVERNING DOCUMENTS</u>	18
a.	<u>In General</u>	18
b.	<u>Suspension of Rights and Privileges</u>	19
c.	<u>Enforcement of Association's Rights</u>	21
d.	<u>Indemnification of Officers, Directors and Others</u>	21
e.	<u>Provision of Services</u>	21
ARTICLE IX. ASSESSMENTS		21
SECTION 9.1	<u>MEMBERS' OBLIGATIONS TO PAY ASSESSMENTS AND OTHER AMOUNTS</u>	21

SECTION 9.2	<u>REGULAR ASSESSMENTS</u>	21
a.	<u>General Common Expenses</u>	22
b.	<u>Reserve Fund</u>	22
SECTION 9.3	<u>APPORTIONMENT OF REGULAR ASSESSMENTS</u>	22
SECTION 9.4	<u>NOTICE OF PERIODIC ASSESSMENTS; TIME FOR PAYMENT THEREOF; AND INTEREST</u>	22
SECTION 9.5	<u>SPECIAL ASSESSMENTS</u>	22
SECTION 9.6	<u>NEIGHBORHOOD ASSESSMENTS</u>	22
SECTION 9.7	<u>SPECIFIC ASSESSMENTS</u>	23
SECTION 9.8	<u>LIEN FOR ASSESSMENTS</u>	23
SECTION 9.9	<u>PERSONAL OBLIGATION OF OWNER</u>	24
SECTION 9.10	<u>ESTOPPEL CERTIFICATE</u>	24
SECTION 9.11	<u>ASSESSMENT FOR PAYMENT OF INSURANCE DEDUCTIBLE</u>	25
SECTION 9.12	<u>BUDGETING AND ALLOCATING COMMON EXPENSES</u>	25
SECTION 9.13	<u>BUDGETING FOR RESERVES</u>	26
ARTICLE X.	<u>INSURANCE</u>	26
SECTION 10.1	<u>TYPES AND FORM OF INSURANCE</u>	26
a.	<u>Property Insurance</u>	26
b.	<u>General Liability Insurance</u>	27
c.	<u>Officers and Directors Coverage</u>	27
d.	<u>Details of All Policies</u>	27
e.	<u>Additional Coverage</u>	28
SECTION 10.2	<u>OWNER'S INDIVIDUAL INSURANCE</u>	28
SECTION 10.3	<u>ADJUSTMENT</u>	28
SECTION 10.4	<u>CONTRIBUTION</u>	28
SECTION 10.5	<u>REVIEW OF INSURANCE</u>	28
SECTION 10.6	<u>ACTIONS AFFECTING COST AND COVERAGE OF INSURANCE</u>	28
SECTION 10.7	<u>INSURANCE PROCEEDS</u>	29
SECTION 10.8	<u>ATTORNEY IN FACT</u>	29
ARTICLE XI.	<u>DAMAGE OR DESTRUCTION</u>	29
SECTION 11.1	<u>ASSOCIATION AS ATTORNEY IN FACT</u>	29
SECTION 11.2	<u>GENERAL AUTHORITY OF ASSOCIATION</u>	29
SECTION 11.3	<u>ESTIMATE OF COSTS</u>	29
SECTION 11.4	<u>REPAIR OR RECONSTRUCTION</u>	29
SECTION 11.5	<u>FUNDS FOR RECONSTRUCTION</u>	30
SECTION 11.6	<u>DECISION NOT TO REBUILD; PARTITION AND DISTRIBUTION</u>	30
ARTICLE XII.	<u>CONDEMNATION</u>	31
SECTION 12.1	<u>CONSEQUENCES OF CONDEMNATION</u>	31
SECTION 12.2	<u>PROCEEDS</u>	311
SECTION 12.3	<u>PARTIAL TAKING</u>	31
SECTION 12.4	<u>COMPLETE TAKING</u>	31
SECTION 12.5	<u>REORGANIZATION</u>	32
SECTION 12.6	<u>RECONSTRUCTION AND REPAIR</u>	322
ARTICLE XIII.	<u>REVOCATION OR AMENDMENT</u>	32
ARTICLE XIV.	<u>DISPUTE RESOLUTION</u>	32
SECTION 14.1	<u>CONSENTS FOR ASSOCIATION LITIGATION</u>	32
SECTION 14.2	<u>ALTERNATIVE METHOD FOR RESOLVING DISPUTES</u>	33
SECTION 14.3	<u>CLAIMS</u>	332
SECTION 14.4	<u>MANDATORY PROCEDURES</u>	33
a.	<u>Request for Resolution</u>	33
b.	<u>Negotiation and Mediation</u>	34
SECTION 14.5	<u>ALLOCATION OF COSTS OF RESOLVING CLAIMS</u>	35
SECTION 14.6	<u>ENFORCEMENT OF RESOLUTION</u>	35

SECTION 14.7	<u>BOARD AUTHORIZATION</u>	35
ARTICLE XV.	<u>RESERVED</u>	35
ARTICLE XVI.	<u>MISCELLANEOUS</u>	35
SECTION 16.1	<u>COMPLIANCE WITH PROVISIONS OF GOVERNING DOCUMENTS</u>	355
SECTION 16.2	<u>REGISTRATION OF CONTACT INFORMATION</u>	365
SECTION 16.3	<u>OWNER’S OBLIGATIONS CONTINUE</u>	366
SECTION 16.4	<u>WARRANTIES</u>	366
SECTION 16.5	<u>NUMBER AND GENDER</u>	366
SECTION 16.6	<u>STATUTE</u>	366
SECTION 16.7	<u>MORTGAGEE NOTICE</u>	366
SECTION 16.8	<u>FIRST MORTGAGEE RIGHTS CONFIRMED</u>	376
SECTION 16.9	<u>UNPAID DUES</u>	3637
SECTION 16.10	<u>RIGHTS OF CONDO MORTGAGEES AND GUARANTORS</u>	37

This Amended and Restated Condominium Declaration (“Declaration”) for the Grove Condominiums is made this _____ day of _____, 2018 to be effective on the date of recordation in the land records of Teton County, Wyoming, by the JACKSON TETON COUNTY HOUSING AUTHORITY, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. §15-10-116, as amended (the “Declarant”), pursuant to the Condominium Ownership Act, W.S. §§ 34-20-101 et.seq. (the “Act”).

- The Declarant recorded the original Condominium Declaration for the Grove Condominiums in the land records of Teton County, Wyoming on May 23, 2016 in Book 920 P. 624.
- The original Condominium Declaration only governed The Grove Condominiums Phase Two Addition to the Town of Jackson ("Phase Two").
- The Grove Condominiums Phase Three Addition to the Town of Jackson ("Phase Three") is currently being constructed by Habitat for Humanity of the Greater Teton Area, Inc., a Wyoming non-profit corporation ("Habitat").
- Habitat's Final Development Permit for Phase Three requires that Phase Three be incorporated into Phase Two so that they comprise one community governed by the same Condominium Declaration and the same Owners Association.
- Article XIII of the original Condominium Declaration authorized the Declarant to unilaterally amend the original Declaration to bring any provision into compliance with any governmental statute, rule, regulation, or judicial or agency determination or to satisfy the requirements of any local, state or federal governmental agency.
- Pursuant to the authority provided in Article XIII of the original Condominium Declaration, the Declarant hereby amends and restates the Declaration in order to comply with the requirements of the Town of Jackson.

ARTICLE I. PREAMBLE

The purpose of this Declaration is to provide a governance structure and a flexible system of standards and procedures for the overall development, administration, maintenance and preservation of the Grove Condominiums for the benefit of its owners and their guests.

ARTICLE II. CREATION OF THE COMMUNITY

Section 2.1 The Real Property. The Declaration is applicable to that certain real property and improvements located in the County of Teton, State of Wyoming, and more particularly described as **The Grove Condominiums Phase Two Addition to the Town of Jackson and The Grove Condominiums Phase Three Addition to the Town of Jackson**, together with rights, privileges, easements and appurtenances belonging to or in any way pertaining to such real property (the “Real Property”). Phase Three is currently owned by the Declarant and 24 Units are being developed on it by Habitat. Once Habitat has completed and sold the 24 Units on Phase Three, the Declarant will convey the land to the Association. Notwithstanding the foregoing, Phase Three shall be subject to this Declaration even before the conveyance to the Association.

Section 2.2 Intent; Covenants to Run with the Land. Declarant desires to and intends to, and does hereby, submit the Real Property, together with all buildings, structures, improvements and other permanent fixtures of every kind thereon, or in any way pertaining thereto, to the provisions of the Wyoming Condominium Ownership Act. Declarant desires to and intends to and does hereby impose upon the Real Property mutually beneficial rights, easements, privileges, obligations covenants, conditions and restrictions under a general plan of use, conduct, maintenance and improvement for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Property and improvements for the benefit of all Owners and Occupants of the Property. Each and all of the provisions hereof shall be deemed to run with the Property and each and every Unit and every interest therein or pertaining thereto, and shall be mutual and equitable servitudes, burdening and benefiting any Owner, Occupant, or other person, including their assigns, heirs, executors, administrators, devisees and successors, acquiring, or owning an interest in the Real Property and improvements comprising the Real Property, the Property, the Buildings or the Units. Each Owner shall, by acceptance of the deed or other conveyance of any such Unit, be conclusively deemed to have consented to and agreed to each and all of the covenants contained herein for such Owner and their heirs, executors, administrators, successors, and assigns, to observe, perform and be bound by each and all of said covenants.

Section 2.3 Type of Ownership. This condominium project will provide a means for ownership in fee simple of separate interests in Units together with an undivided fee simple interest in the Common Elements appurtenant thereto.

Section 2.4 Period of Condominium Ownership. The condominium ownership created in this Declaration and the Plats shall continue until this Declaration is revoked or terminated in the manner provided herein.

Section 2.5 Governing Documents. The Governing Documents create a general plan of development, administration, maintenance and preservation for the Grove Condominiums that may be supplemented as set forth herein. All provisions of the Governing Documents shall apply to all Owners as well as their respective tenants, guests, and invitees.

Section 2.6 Development Restrictions. All development of the Real Property shall comply with the requirements of the Final Development Permits for Phase Two and Phase Three and with all applicable land use regulations of the Town of Jackson, in addition to the requirements of this Declaration.

Section 2.7 Severability. If any provision of this Declaration or any clause, paragraph, sentence, phrase, or word or the application thereof is determined by judgment or court order or under any circumstance to be invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstance shall not be affected thereby.

ARTICLE III. DEFINITIONS

Unless the context clearly indicates otherwise, the following words and terms, when used in this Declaration, shall be defined as follows:

Section 3.1 Act. “Act” shall mean the Condominium Ownership Act, W.S. §§34-20-101 et. seq.

Section 3.2 Articles. “Articles” shall mean the Articles of Incorporation of the Association.

Section 3.3 Assessment. “Assessment” shall mean any Regular Assessment, Specific Assessment, Neighborhood Assessment or Special Assessment as the context so requires.

Section 3.4 Association. “Association” shall mean the Grove Condominiums Owners Association, a nonprofit corporation organized under Wyoming Statute §§ 17-19-101 et. seq. as the governing body for the Property.

Section 3.5 Board. “Board,” “Board of Directors” or “Directors” shall mean the governing board of the Association, appointed or elected in accordance with the Declaration, the Articles and the Bylaws.

Section 3.6 Buildings. “Buildings” shall mean the structures constructed or located on the Real Property and consisting of the Units and the Common Elements.

Section 3.7 Bylaws. “Bylaws” or “Association Bylaws” shall mean the Bylaws of the Grove Condominiums Owners Association as the same may be amended from time to time.

Section 3.8 Common Elements. “Common Elements” or “Common Area” shall mean the General Common Elements and Limited Common Elements, in the aggregate, or a portion thereof, as the context requires.

Section 3.9 Common Expenses. “Common Expenses” shall mean those expenses of the Association defined in Section 9.2 of this Declaration.

Section 3.10 Community-Wide Standard. “Community-Wide Standard” shall mean the standard of quality of the Property, including the level of maintenance, the conduct or other activity generally prevailing throughout the Property, which at a minimum shall mean that standard required to operate the Grove Condominiums in a condition and at a level of quality no less than that which existed at the time Phase Two and Phase Three were initially completed (ordinary wear and tear excepted) and in accordance with the Master Rules and Regulations enacted by the Board from time to time. Such standard may be more specifically defined in the Governing Documents.

Section 3.11 Condominium. “Condominium” or “Condominiums” shall mean the Grove Condominiums created by this Declaration and the Plats, as the same may be expanded in the future by annexation, expansion or otherwise.

Section 3.12 Condominium Plats. “Condominium Plats” or “Plats” shall mean those maps or plats of survey of Phase Two and Phase Three recorded with the Clerk of Teton County, Wyoming, consisting of maps or plats of survey of the Real Property, showing the legal description thereof, the location of the Buildings with respect to the boundaries of the Real Property, together with diagrammatic floor plans of the Buildings showing the boundaries of each Unit within the Buildings, including horizontal and vertical locations and dimensions of all boundaries of each Unit, Unit numbers identifying the Units, and the General Common Elements and Limited Common Elements, together with such other information as may be included therein.

Section 3.13 Declaration. “Declaration” shall mean this Condominium Declaration for the Grove Condominiums.

Section 3.14 Declarant. “Declarant” shall mean JACKSON TETON COUNTY HOUSING AUTHORITY, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. §15-10-116, as amended, its successors or assigns.

Section 3.15 General Common Elements. “General Common Elements” shall mean the entire Property except the Units and all Limited Common Elements, as designated on the Plats or provided herein. Without limiting the generality of the foregoing, the General Common Elements shall include (i) the driveways and parking areas, walkways, parks, utilities, open space; and (ii) all appurtenances as delineated or described herein or on the Plats. Each Owner shall own an undivided interest in the General Common Elements as a tenant-in-common with all the other Owners of the Property in equal proportions, and, except as otherwise limited in this Declaration, shall have the right to use the General Common Elements for all purposes incident to the use and occupancy of such Owner’s Unit, which right shall be appurtenant to the Unit. General Common Elements may be referred to herein and on the Plats as “General Common Element” or “GCE”.

Section 3.16 Governing Documents. “Governing Documents” shall mean the Articles, the Bylaws, the Declaration, the Plats and the Master Rules and Regulations, as the aforementioned documents may be amended or supplemented from time to time, as well as any resolutions of the Board or the Association duly adopted pursuant to the Bylaws.

Section 3.17 Limited Common Elements. “Limited Common Elements” means those portions of the General Common Elements as defined herein and as described by Wyoming Statute § 34-20-103 for the exclusive use of one or more but fewer than all of the Units, and any Limited Common Elements specifically allocated to Units as shown on the Condominium Plats. Limited Common Elements may be referred to herein or on the Condominium Plats as “Limited Common Element” or “LCE”.

Section 3.18 Limited Common Elements – Carport. “Limited Common Elements – Carport” shall mean those Limited Common Elements reserved for the exclusive use of a Unit, which shall be designated as Limited Common Elements – C __ on the Plats. Limited Common Elements – Carport may also be referred to herein and on the Plats as “LCE – Carport”, or “LCE – C”.

Section 3.19 Limited Common Elements - Neighborhood. “Limited Common Elements - Neighborhood” shall mean for the respective phases (Phase Two and Phase Three) (i) all pipes, ducts, flues, chutes, heating, sprinkler and cooling systems, conduits, wires and other utility installations to (but not at) the outlets, and (ii) such component parts of doors, walls, floors, ceilings, columns, roofs and other structures and installations that are outside of the Unit boundaries as delineated or described herein or on the Plats. Limited Common Elements – Neighborhood may also be referred to herein and on the Plats as “LCE – N”.

Section 3.20 Deleted

Section 3.21 Limited Common Elements – Yard. “Limited Common Elements – Residential” means those Limited Common Elements for the exclusive use of the Residential Unit(s), as may be described herein and as shown on the Condominium Plats. Limited Common Elements – Residential may also be referred to herein and on the Condominium Plats as “Limited Common Element – Yard”, “LCE – Yard”, or “LCE – Y”.

Section 3.22 Managing Company. “Managing Company” shall mean any individual or company with which the Association contracts or assigns any or all of its rights, duties or obligations for the more efficient management of the Condominiums or the affairs of the Association. The Managing Company may also be called the “Property Manager,” “Manager” or the “Management Agent”.

Section 3.23 Master Rules and Regulations. “Master Rules and Regulations” or “Rules” means the Master Rules and Regulations promulgated by the Board, as they may be amended from time to time, relating to the possession, use and enjoyment of the Property.

Section 3.24 Mortgage. “Mortgage” shall mean any mortgage, deed of trust, or other security instrument by which a Unit or any part thereof is encumbered.

Section 3.25 Mortgagee. “Mortgagee” shall mean any person, or any successor to the interest of such person, named as the mortgagee, trust beneficiary, or creditor under any Mortgage, or deed of trust, as well as any insurer or guarantor of the Mortgage, by which the interest of any Owner, or successor to the interest of such Owner, is encumbered.

Section 3.26 Neighborhood Assessment. “Neighborhood Assessment” shall have the meaning defined and described in Section 9.6 of this Declaration.

Section 3.27 Occupant. “Occupant” shall mean any person or persons in possession of a Unit, or a portion thereof, including Owners, guests, agents, employees, patrons, and invitees of such Owner or Occupant.

Section 3.28 Owner. “Owner” shall mean any person, persons, entity, or entities, at any time owning a Unit. For purposes of the Governing Documents, each Unit shall have one “Owner” and the term “Owner” shall refer to all individuals collectively owning a Unit. The term “Owner” shall not refer to any Mortgagee, unless such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 3.29 Property. “Property” shall mean the Real Property and Buildings constructed thereon and all other improvements located on or appurtenant to the Real Property.

Section 3.30 Real Property. The “Real Property” shall mean the real property as defined in Section 2.1 of this Declaration.

Section 3.31 Regular Assessment. “Regular Assessment” shall have the meaning defined and described in Section 9.2 of this Declaration.

Section 3.32 Residential Unit. “Residential Unit” shall mean each of the individually-owned residential Units designated on the Plats each of which shall be occupied and used by Owners and Occupants for residential purposes only.

Section 3.33 Special Assessment. “Special Assessment” shall have the meaning defined and described in Section 9.5 of this Declaration.

Section 3.34 Specific Assessment. “Specific Assessment” shall have the meaning defined and described in Section 9.7 of this Declaration.

Section 3.35 The Grove Condominiums. The “Grove Condominiums” shall mean the Property.

Section 3.36 Unit or Condominium Unit. “Unit” or “Condominium Unit” means those certain individual air space units, as designated and delineated on the Condominium Plats. Each Unit shall consist of that part of a Building as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and window frames, doors and door frames, and trim, as shown and numbered on the Condominium Plats. The Unit shall include all lath or furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of its finished surfaces. All other portions of the walls, floors or ceilings (including common walls to separate Units) shall be a part of the Limited Common Elements - Neighborhood. In addition, each Unit shall include the following: (i) all spaces, nonbearing interior partitions and all other fixtures and improvements within the boundaries of the Unit; (ii) all outlets, lines and ducts of utility service lines, including but not limited to power, light, gas, hot and cold water, air handling ducts, heating and waste disposal, within the boundaries of the Unit and serving that specific unit; (iii) all heating, hot water and air conditioning apparatus exclusively serving the Unit; and (iv) all cabinets, appliances, countertops, plumbing fixtures and light fixtures. The interior surfaces of a perimeter window or door means such surfaces at the points at which they are located when such windows or doors

are closed; the physical windows and doors themselves are part of the Common Elements as herein defined.

ARTICLE IV. NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

Section 4.1 Estates of an Owner. The Property is hereby divided into condominium units, each consisting of a separate interest in a Unit and an undivided interest in common in the Common Elements and any Limited Common Elements appurtenant to each Unit. Each Unit shall have an equal percentage of ownership interest in the General Common Elements for purposes of taxes, assessments and other charges under W.S. § 34-20-104(a). Such undivided interests in the Common Elements are hereby declared to be appurtenant to the respective Units.

Section 4.2 Description of a Condominium Unit. Every contract for the sale of a Condominium Unit and every other instrument affecting title to a Condominium Unit may describe that Condominium Unit by the number shown on the Condominium Plats and the recording data for this Declaration as each appears in the records in the Office of the County Clerk of Teton County, Wyoming, in substantially the following fashion:

Unit _____ of the Grove Condominiums Phase (Two or Three) Addition to the Town of Jackson (An Affordable Housing Subdivision), according to that plat recorded in the office of the County Clerk of Teton County, Wyoming on _____, 20__, as Plat Number _____, and as further defined and described in that Condominium Declaration for the Grove Condominiums, and any amendments and supplements thereto, recorded in the office of the County Clerk of Teton County, Wyoming, from time to time.

Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the General Common Elements and any Limited Common Elements appurtenant to the Unit, and to incorporate all the rights incident to ownership of a Condominium Unit and all the limitations on such ownership as described in this Declaration and the Governing Documents.

Section 4.3 Ownership of Common Elements and Assessments. Each Owner shall be entitled to an equal percentage of undivided interest in and the nonexclusive right to use and enjoy the Common Elements appurtenant to each Unit, and the exclusive right to use any Limited Common Elements appurtenant solely to a specific Unit, as designated on the Plats or elsewhere in the Governing Documents. The percentage of undivided interest in the Common Elements appurtenant to any Unit shall not be changed except with the unanimous consent of all of the Owners expressed in an amendment to this Declaration, duly executed by all such Owners and recorded.

Section 4.4 Partition Not Permitted. The Common Elements shall be owned in common by all owners of Units, and such ownership is appurtenant to the Units, and no Owner may bring any action for partition thereof. No part of a Unit or of the legal rights comprising ownership of a Unit may be separated from any other part thereof during the period of

Condominium ownership prescribed herein, so that each Unit and the undivided interest in the Common Elements shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Unit. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Unit or any part hereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance, conveyance, or disposition, respectively, of the entire Unit, together with all appurtenant rights created by law, by this Declaration, or by the Governing Documents.

Section 4.5 Owner's Voting Rights. The relative voting rights of the Owners, as members in the Association, shall be one vote per Unit and as further set forth in the Bylaws, and are not divisible, no matter how many individuals may own a Unit.

Section 4.6 Taxes and Assessments. All taxes, assessments and other charges of the State of Wyoming or of any political subdivision or of any special improvement district or of any other taxing or assessing authority shall be assessed against and collected on each Unit separately, not on the Buildings or the Property as a whole, and each Unit shall be carried on the tax records as a separate and distinct parcel.

In furtherance of the foregoing, each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium Unit and the appurtenant Common Elements. If any taxes or special district or other assessments may, in the opinion of the Association, nevertheless be a lien on the Property or any part thereof, the Association shall pay the same and assess the same to the Owner or Owners responsible therefor. Each Owner shall pay the taxes or assessments assessed against his/her Condominium Unit, or interest therein, or his/her interest in the General Common Elements or any part of any or all of the foregoing.

The lien for taxes assessed to any Unit shall be confined to that Unit. No forfeiture or sale of any Unit for delinquent taxes, assessments or other governmental charges shall divest or in any way affect the title to any other Unit.

Section 4.7 Separate Mortgages. Each Owner shall have the right to mortgage or otherwise encumber his/her Unit; however, no Owner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Elements or any part thereof except the undivided interest therein appurtenant to his/her Unit. Any mortgage or other encumbrance of any Unit within the Buildings shall be subordinate to all of the 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 4.8 Mechanic's and Materialmen's Lien Rights. No labor performed or materials furnished for use in connection with any Unit with the consent or at the request of the Owner thereof or his agent, contractor, or subcontractor, shall create any right to file a statement of mechanic's or materialmen's lien against the Unit of any other Owner not expressly consenting to or requesting the same or against any interest in the Common Elements except as to the undivided interest therein appurtenant to the Unit of the Owner for which such labor shall have been performed or such materials shall have been furnished. Each Owner shall indemnify

and hold harmless each of the other Owners from and against liability or loss arising from any claim against the Unit of the Owner, or any part thereof, for labor performed or materials furnished in work on such Owner's Unit. At the written request of any Owner, the Association shall enforce such indemnity by collecting from the Owner of the Unit on which the labor was performed and materials furnished the amount necessary to discharge any such lien, and all costs incidental thereto, including attorney's fees, whether or not such amount shall be dispute between the Owner for which the labor was performed or the materials furnished and the mechanic or materialman who provided such labor or materials, and whether or not such amount shall ultimately be determined to be owed by the Owner to the mechanic or materialman. If not promptly paid, the Association may collect the same in the manner provided herein for collection of assessments for the purpose of discharging the lien.

ARTICLE V. USE AND OCCUPANCY OF COMMON ELEMENTS AND OTHER RIGHTS AND EASEMENTS; CONSTRUCTION ACTIVITIES

Section 5.1 Use of General Common Elements. Subject to other provisions of the Declaration and the Governing Documents, each Owner shall have a non-exclusive right to use and enjoy the General Common Elements as may be required for the purpose of access and ingress and egress to, use, occupancy and enjoyment of the respective Unit by such Owner. Such right to use the General Common Elements shall extend to each Owner and its agents, servants, tenants, family members, guests, and invitees, including personnel, contractors and management, and employees. Such rights to use shall be consistent with the rights of use and enjoyment of the other Owners and shall be subject to and governed by the Governing Documents, which may in some instances restrict or otherwise forbid such use in part, and such use shall be appurtenant to the Unit and shall pass with, and not be severable from, any conveyance or lease of such Unit.

Section 5.2 Use of Limited Common Elements. Subject to the other provisions of this Declaration and the other Governing Documents, each Owner, as well as their agents, servants, contractors, employees, tenants, family members, guests and invitees shall have the exclusive right to use and enjoy Limited Common Elements designated herein or on the Plats or pursuant to the Governing Documents as exclusively appurtenant to the Unit(s) owned by such Owner(s).

Section 5.3 Association's Right to Use Units and General and Limited Common Elements. The Association shall have a nonexclusive easement to make such use of the Units, General Common Elements, and Limited Common Elements as may be necessary or appropriate to perform the duties and functions that it is obligated or permitted to perform pursuant to this Declaration or the Governing Documents. The Association, through its Board, shall have the right to make changes to the Common Elements for the benefit of the Owners, as the Board may determine in its reasonable discretion, including without limitation the right to allocate parking among the Units and the right to enter into shared parking agreements.

Section 5.4 Owner's Right with Respect to Interiors. Each Owner shall have the exclusive right to paint, repaint, tile, carpet, wallpaper, or otherwise maintain, refinish, and decorate the interior surfaces of the walls, ceilings, floors and doors of his/her Unit.

Section 5.5 Easement for Ingress, Egress, Support and Utilities. Each Owner shall have a non-exclusive easement over, upon, and across the General Common Elements, including the General Common Elements within the Unit of another Owner, necessary for access, ingress and egress to his/her Unit and to the Limited Common Elements designated for use in connection with such owner's Unit, and for horizontal and lateral support of the Unit and for utility service to the Unit, including without limitation water, sewer, gas, electricity, telephone and television service, which easement shall be perpetual and appurtenant to and shall pass with the title to each Unit. The maintenance responsibility incident to such easement shall be the responsibility of the Association and no Owner shall have the individual right to maintain the easement area absent the unreasonable failure, after reasonable notice, of the Association to do so. Notwithstanding the foregoing, where work is undertaken by someone other than the Association, upon completion of the work, the person or entity exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The Association reserves the right to grant to utility providers, the Association, and the Owners of any of the Units perpetual non-exclusive utilities easements located as described on the Plats for the purpose of installing utilities, including without limitation, cable and other systems for sending and receiving data and/or other electronic signals; security and similar systems; and drainage systems; to serve the Property, inspecting, maintaining, repairing and replacing such utilities (including HVAC units) and infrastructure that serve the Units; and access to read utility meters. Work associated with the exercise of the easements described in this Section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. The exercise of these easements shall not extend to permitting entry into any Unit, nor shall it unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

Section 5.6 Easements for Encroachments. If any part of the General Common Elements encroaches or shall hereinafter encroach upon a Unit or Units, including without limitation utility wiring and piping serving the Unit(s), an easement for such encroachment and for the maintenance of the same shall and does exist in favor of the Association. If any part of a Unit encroaches or shall hereafter encroach upon the General Common Elements, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist in favor of such encroaching Owner. Such encroachments shall not be considered to be an encumbrance either on the General Common Elements or the Units. Encroachments referred to herein are limited to encroachments caused by engineering errors, settling, rising, or shifting of the earth, or by changes in position caused by construction, repair or reconstruction of the Property or any part thereof in accordance with the original plans for the Property, and any encroachment due to building overhangs or projection.

Section 5.7 Easements of Access for Repair, Maintenance, and Emergencies. The Association shall have a perpetual nonexclusive easement of access to each Unit and to all Common Elements from time to time during such reasonable hours as may be necessary for the maintenance, repair, or replacement of the Units and any of the Common Elements located therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any Unit or Units. Any damage to the interior of any part

of a Unit or Units resulting from the repair, maintenance, or an emergency of any Unit or any of the Common Elements, or as a result of emergency repairs within another Unit at the direction of the Association or of any Owner shall be an expense of all of the Owners of the Common Elements; provided, however, that if such damage is the result of negligence of the Owner of a Unit, its invitees, guests, tenants or assigns, then such Owner shall be financially responsible for all of such damage, including any insurance deductibles due related to such damage. Any amount owed to the Association by an Owner pursuant hereto shall be collected by the Association by assessment pursuant to Article IX below.

Section 5.8 Easements for Drainage. Every Unit shall be burdened with easements for natural drainage of storm water runoff from other portions of the Properties; provided, no Person shall alter the natural drainage on any portion of the Properties to increase materially the drainage of storm water onto adjacent portions of the Properties without the consent of the Board.

Section 5.9 Easement for Construction. The Board shall have the right to grant a temporary easement for ingress and egress over, under, upon, and across the Property, as may be reasonably necessary incident to completion of the orderly development of the Property.

Section 5.10 Easements Deemed Appurtenant. The easements and rights herein created for an Owner shall be appurtenant to the Unit of that Owner and all conveyances of and other instruments affecting title to a Unit, shall be deemed to grant and reserve such easements as are provided for herein, even though no specific reference to such easements may appear in any such conveyance.

Section 5.11 Construction Activities. The Property is located in an area that may be subject to or near ongoing construction activities relating to the development of adjacent or nearby properties. The construction activities may generate an unpredictable amount of visible, audible and odorous impacts and disturbances. The construction activities may include, without limitation: (i) construction traffic, including, without limitation, construction vehicles, equipment and vehicles used or owned by adjacent landowners, and the employees, agents, and contractors of any of them; and (ii) construction activities, including, without limitation, grading, excavation, clearing, site work, and construction of improvements on such adjacent or nearby properties.

Section 5.12 Easement for Emergency Vehicles and Personnel. The Property is hereby burdened with an easement allowing all policemen, firemen, ambulance personnel and similar emergency personnel, and their vehicles entry to perform their duties, including the enforcement of traffic regulations.

Section 5.13 Adjacent Property Cross-Access Easement. The Association hereby declares and grants to the owner(s) of “Adjusted Tract 18” located adjacent to the Property and depicted on that Map of Survey No. T-58D entitled “Minor Boundary Adjustment Between Properties of Jackson Teton County Housing Authority” and recorded in the Office of the Clerk of Teton County, Wyoming, and such owners’ successors and assigns, for their use, in common with others entitled to use the same, a nonexclusive easement for the (i) passage of vehicles over and across the drives in the General Common Element, and (ii) for the passage and accommodation of pedestrians over and across the parking, drives, and sidewalk areas, as such drives parking and

sidewalks may from time to time be constructed and maintained for such use. Such easement rights shall be subject to the provisions contained in this Declaration.

ARTICLE VI. USE AND CONDUCT

Section 6.1 Framework for Regulation. The Governing Documents establish, as part of the general plan of development for the Property, a framework of affirmative and negative covenants, easements and restrictions which govern the Property. However, within that framework, the Board and the members of the Association must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends and technology which inevitably will affect the Grove Condominiums, its Owners and residents. Therefore, this Article establishes procedures for establishing, modifying and expanding the Master Rules and Regulations.

Section 6.2 Rule Making Authority.

(a) Subject to the terms of this Section and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may modify, cancel, limit, create exceptions to, or expand any Rules and Regulations adopted by the Board, subject to this Section. The Board shall give notice to all Owners concerning any such proposed action at least five (5) business days prior to the meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at such meeting prior to such action being taken. Such action shall become effective after compliance with paragraph (b) below if: approved at a meeting of the Members by more than sixty percent (60%) of the total votes.

(b) At least thirty (30) days prior to the effective date of any action taken under subsection (a) of this Section, the Board shall send a copy of the new rule or explanation of any changes to the Rules and Regulations to each Owner specifying the effective date. The Association shall provide, without cost, a copy of the Rules and Regulations then in effect to any requesting Member or Mortgagee.

Section 6.3 Allocation of Burdens and Benefits. No rule shall alter the allocation of financial burdens among the various Units or the rights to use the Common Elements to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Elements available to the Owners, from adopting generally applicable rules for use of the Common Elements, or from denying use privileges to those who abuse the Common Elements or violate the Governing Documents. This provision does not affect the right to increase the amount of Assessments as provided by Article IX.

Section 6.4 Owners' Acknowledgement and Notice to Purchasers. All Owners are given notice that use of their Unit is limited by the Governing Documents, specifically including without limitation the Master Rules and Regulations, as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a deed for their Unit acknowledges and agrees that the use and enjoyment and marketability of his Unit can be affected by the Governing Documents and that the Governing Documents may change from time

to time. All purchasers of a Unit are on notice that changes may have been adopted by the Association that are not recorded in the Public Records. Copies of the current Governing Documents may be obtained from the Association.

Section 6.5 Displays. Without prior written consent of the Board, Owners shall not permit any sign to be displayed to the public view, either from within the Unit or from the appurtenant Common Elements, including without limitation commercial, political, “for sale”, “for rent”, informational or directional signs, devices or nameplates. This restriction shall not apply to traffic signs, unit designations, project designations, or similar signs displayed by the Board, or to temporary signage to caution or warn of danger.

Section 6.6 Nuisance. No noxious or offensive activity shall be carried on within or upon any Unit or Common Element, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owner(s) in the enjoyment of their Unit(s), or in their enjoyment of the Common Elements. No sounds shall be emitted on any part of the Property that is unreasonably loud or annoying.

Section 6.7 Domestic Animals. Each Unit shall be entitled to maximum of one (1) dog and one other Household Pet (the term Household Pet means generally recognized Household Pets other than a dog, such as cats, fish, birds, rodents, and non-poisonous reptiles), except that only one (1) of the Household Pets may be a dog and so long as such pets are not kept for any commercial purpose, do not cause an unreasonable amount of noise, odor, or do not otherwise become a nuisance to other Owners. All Owners or Occupants with household pets shall keep the animals restrained and controlled at all times so they do not cause a nuisance to others and do not harass or endanger wildlife. For purposes of this Section, “nuisance” means any noisy animal, any vicious animal, or any animal which chews, tears, digs in or scratches, litters or soils, destroys, or in any other manner injures clothing, garbage containers, gardens, flower beds, lawns, trees, shrubbery, or any other personal or real property within the Property. Excessive, continued, or untimely barking, molesting passersby, chasing vehicles, habitually attacking other animals, trespassing upon private property in such a manner as to damage property shall also be deemed a nuisance. For purposes of this Section, a “noisy animal” means any animal which habitually, constantly, or frequently disturbs the sleep, peace, or quiet of any person. The Association, the Board, or its designee may require an Owner, at its own expense, to remove a pet determined by the Association to be a nuisance pet and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the Unit and remove the nuisance pet and any such action shall not be deemed a trespass, and the cost therefor shall be levied against the offending Owner as a Specific Assessment. In the event the Board removes such an animal, the animal shall be kenneled and the cost therefor shall be levied against the offending Owner as a Specific Assessment.

No Owner or keeper of any animal who is visiting or working on the Property shall be permitted to allow such animals to run free. Also, no pet or animal shall be restrained by leash, cord, chain, rope, or other attachment fixed to any vehicle, post, tree, or other structure or object within the Property thereby allowing such animal to become a nuisance or interfere with pedestrian or vehicular traffic within the Property.

The Owner of a Unit where a household pet is kept, as well as the legal owner of the pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the pet, and for any clean-up of roads or other Units necessitated by such pet.

The Association shall have, and is hereby given, the right and authority to determine in its sole discretion that Household Pets are being kept for commercial purposes, or are otherwise a nuisance to other Owners or Occupants, or that an Owner or Occupant is otherwise in violation of this Section, and to take such action or actions as it deems reasonably necessary to remedy the violation.

All animals not considered to be a domestic Household Pet, including, but not limited to pigs, poultry, fowl, wild animals, cattle, sheep and goats, are prohibited from being maintained or cared for on the Property or in a Unit.

6.8 Fencing. Except for the fencing approved by the Board and installed in the LCE-Yard, no fence, gate, hedge or wall shall be erected or maintained by an Owner. The right to fence the Property is reserved by the Association.

6.9 Prohibited Uses. The following uses are prohibited on the Common Elements and the Units:

- (a) Non residential uses, except for home occupation uses permitted by the applicable zoning and land use regulations.
- (b) The construction or location of any buildings, decks, patios, structures or accessory structures except for the Units and those structures constructed in accordance with the Plats.
- (c) Dredging, mining, excavation, or the exploration for, extraction or processing of oil and gas or minerals, or the removal or processing of rock, sand and gravel.
- (d) Off-road use of vehicles and off-trail use of any form of motorized transportation, except for motorized wheelchairs and the use of vehicles to respond to emergencies.
- (e) The construction of any roads, driveways, and parking areas or places not depicted on the Plats, except as may be reserved by the Association herein or on the Plats.
- (f) The storage of recreational vehicles or equipment (including, but not limited to boats, campers, and motor homes), furniture, and any other items or structures, and the dumping or storing of ashes, trash, garbage, junk, or other unsightly or offensive materials so as to be visible from another Unit or the Common Area.
- (g) Clearing, grading or other movement of the natural topography of the land except such clearing for safety purposes (e.g. deadfall along roads, or next to other structures), or clearing for the fire safety based on an improved fire management plan.

(h) The storage of garbage except in designated spaces within the General Common Element as designated on the Plats. No garbage or other materials shall be set out in such a manner to allow persons, vehicles, animals, or weather to scatter such garbage or other materials on the Property.

(i) No hot tubs are permitted.

(j) Use of all other services and amenities on the Property, shall be managed by the Association and be subject to the Rules and Regulations.

(k) No hunting or discharge of firearms shall be permitted on any portion of the Property. No discharge of firecrackers or other fireworks shall be permitted on any portion of the Property; provided, however, the Board shall have no obligation to take action to prevent or stop such discharge.

(l) No exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device shall be installed or erected by or at the direction of an Owner. Notwithstanding the foregoing, the Association may install one or more exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device for each building.

(m) The following items are prohibited from being attached, stored and/or erected in any manner by an Owner on or within the Common Elements: sunshades, bicycles or any other recreational device (including kayaks, ski equipment or playground equipment and toys), trash containers, or any similar items, and paint, highly flammable materials, food products and any item that attracts vermin or produces an odor.

(n) Any alteration to the exterior surfaces of the Buildings.

(o) The alteration or addition of decking, fences or landscaping within the Common Elements.

6.10 Vehicle Parking, Storage, Operation and Repair.

(a) No boats, trailers, buses, motor homes, campers (on or off supporting vehicles), trucks, snowmobiles, recreational vehicles, golf carts, abandoned or inoperable vehicles (as defined below), or any other similar vehicles (excepting operating passenger automobiles and one ton or smaller trucks) shall be stored in or upon the Common Elements, and no vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt on the Common Elements. This restriction shall not prevent the non-commercial washing and polishing of vehicles and boats, together with activities normally incidental thereto in the LCE – Carport.

(b) An “abandoned or inoperable vehicle” shall mean any motorized vehicle which does not display a current valid motor vehicle license and registration tag or which has not been driven under its own propulsion for a period of two (2) weeks or longer (excepting otherwise permitted vehicles parked by an Owner or Occupant on their Unit's Limited Common

Element - Carport while on vacation or during a period of illness), or which does not have an operable propulsion system within the vehicle.

(c) In the event that the Board shall determine that a vehicle is abandoned or inoperable, or is otherwise in violation of the provisions of this Section, a written notice of violation describing said vehicle shall be personally delivered to the vehicle owner (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner cannot be reasonably ascertained), and if the offending vehicle is not removed within seventy-two (72) hours thereafter, the Board shall have the right to have the offending vehicle removed and stored, at the sole expense of the Owner of the Unit number associated with the Limited Common Element on which the vehicle is located and to enter upon such LCE for such purpose, all without liability on the part of the Board.

(d) Parking of vehicles in designated Limited Common Element – Carport, as specified on the Final Plats, shall be permitted.

ARTICLE VII. THE ASSOCIATION

Section 7.1 Administration of Property; Creation of Association; Adoption of Bylaws. The Association shall administer the Property in accordance with the Act and the Governing Documents through its Board which shall adopt the Bylaws.

Section 7.2 Membership. Every Owner shall be entitled and required to be a member of the Association. Upon acceptance of a warranty deed or other instrument of conveyance of title for a Unit, such Owner shall automatically become a member of the Association and shall have all of the rights and obligations of a member as provided herein and in the Governing Documents. Membership shall be appurtenant to the fee simple title to such Unit and shall be transferred automatically and immediately by conveyance of the Unit. If more than one person comprises the Owner, the membership appurtenant to that Unit shall be shared by all such persons in the same proportionate interest and by the same type of ownership as fee simple title to the Unit is held and all voting shall be exercised by an authorized representative of such multiple persons pursuant to the Bylaws. No person or entity other than an Owner may be a member of the Association, and the Association Bylaws always shall so state and shall in addition state that the memberships in the Association may not be transferred except in connection with the transfer of a Unit.

Section 7.3 Voting Rights. When Phase Three is completed, the total number of votes which may be cast by all members of the Association shall be forty-eight (48) and each Owner shall be entitled to one vote. Phase Three is being constructed and sold in three stages (8 units for each stage) and when a Unit in Phase Three is sold, the purchasing Owner will be entitled to vote on Association matters.

Section 7.4 Board of Directors. The affairs of the Association shall be managed by the Board which may, by resolution, delegate any portion of its authority in accordance with the Declaration and the Bylaws. Beginning with first Board election subsequent to the recordation of this instrument and continuing at all times thereafter, at least one Owner who lives in Phase Two and at least one Owner who lives in Phase Three shall be Directors on the Board. In the

event no qualified Member is eligible or willing to fill a Board position reserved for a Phase of the development, there shall be a second nomination process and if again the Board position is not filled as set forth above, then any Member may be elected to fill the vacant Board position at that election, without regard to their Unit Ownership in one phase or another.

ARTICLE VIII. CERTAIN RIGHTS, POWERS AND RESPONSIBILITIES OF THE ASSOCIATION

Section 8.1 Powers of the Board of Directors of the Association. Subject to the provisions of the Declaration and the other Governing Documents, the Board shall have the powers enumerated in the Bylaws and provided herein or by the governing laws of the State of Wyoming for boards of directors of nonprofit corporations.

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

The Association shall have the right to grant easements for utility and access purposes over, upon, across, under, or through any portion of the Common Elements and each Owner hereby, and by acceptance of a deed for a Unit hereafter, irrevocably appoints the Board as their attorney-in-fact for such purpose.

Section 8.3 Maintenance and Repair of Units Each Owner has the responsibility to maintain, repair and replace such Owner's respective Unit at or exceeding the Community-Wide Standard. To the extent an Owner does not so maintain such Owner's Unit, the Association may so maintain and repair the Unit, and such Owner shall be assessed, as a Specific Assessment, the cost of such maintenance, repairs or replacements.

Each Owner shall keep their Unit and its appurtenant Limited Common Elements in good, clean, safe, sanitary and attractive condition, order, and repair during any period of Owner use, and shall promptly notify the Association of any need for maintenance, repair or replacement to the Common Element.

Section 8.4 Delegation of Powers and Responsibilities of Association. The Association or the Board may obtain and pay for the services of the Managing Company to manage its affairs, or any part thereof, including without limitation legal, accounting, management, marketing, maintenance, electrical, water, sewer, and trash collection services, to the extent it deems advisable for the proper operation of the Property, whether such personnel are

furnished or employed directly by the Association or any other person or entity with whom or which it contracts.

Section 8.5 Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners, and subject to the limitations on use contained within the Governing Documents.

Section 8.6 Master Rules and Regulations. As set forth in this Declaration, the Association may make reasonable rules and regulations governing the use of the Units, the General Common Elements and the Limited Common Elements, which Master Rules and Regulations shall be consistent with the rights and duties established in this Declaration.

Section 8.7 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 8.8 Amplification. The provisions of this Article are amplified by the Bylaws; provided, however, that no present or future provision of such Bylaws shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

Section 8.9 Limitation on Association's Liability. The Association shall not be liable for any failure of any service to be obtained and paid for by the Association, or for injury or damage to person or property caused by the elements or by another Owner or person in the Buildings, or resulting from the electricity, water, rain, snow, or ice which may leak or flow from outside or from any parts of the Buildings or the Common Elements, including any of the pipes, drains, conduits, appliances or equipment thereof, or from any other place, unless caused by the gross negligence of the Association. No diminution or abatement of any assessments under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs, maintenance, or improvements to the Property or the Common Elements or any part thereof, or from any action taken to comply with any law, ordinance, or orders of a governmental authority.

Section 8.10 Enforcement of Governing Documents.

a. In General. In the event that any Owner, Occupant or any other person fails to comply with any of the provisions of the Governing Documents, the Association and any Owner shall have full power and authority to enforce compliance with such instruments or documents, in any manner provided for therein, at law or in equity, including, without limitation, the right to (i) enforce the Governing Documents by charging a fine for each violation as the same is further described in the Master Rules and Regulations, (ii) commence an action for damages, to enjoin the violation or specifically enforce the liens provided for herein and any statutory lien provided by law, including the foreclosure of any such lien and the appointment of a receiver for an Owner and the right to take possession of the Unit of any Owner in any lawful

manner; (iii) require an Owner, at such Owner's expense, to remove any non-complying structure or improvements on such Owner's Unit and to restore the Unit to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the Unit, remove the violation and restore the Unit to substantially the same condition as previously existed and any such action shall not be deemed a trespass; (iv) without liability to any person, preclude any contractor, subcontractor, agent, employee or other invitee of a Owner who fails to comply with the terms and provisions of the Governing Documents from continuing or performing any further activities on the Property; and (v) levy Specific Assessments to cover costs incurred by the Association to bring a Unit into compliance with Governing Documents.

In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, the Association may record a notice of violation in the Public Records or perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and the Owner as a Specific Assessment. Except in an emergency situation, the Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action

All sums payable pursuant to this Declaration that become delinquent shall bear interest at a rate determined by the Board, but in no event shall such rate be more than 1.5 percent per month or the then-maximum rate permitted by law, whichever is less, commencing on the date such payment becomes delinquent or, if advanced or incurred by the Association or another person pursuant to authorization contained in this Declaration, commencing 30 days after repayment is requested.

Each Person who becomes delinquent in the payment of any amount due the Association shall pay to the Association a late charge of \$5.00 per day of such delinquency or such other amount as may be determined by the Board from time to time, for each payment that is delinquent. Each Person who becomes delinquent in the payment of any amount due the Association shall be liable for all reasonable costs and attorney's fees incurred by the Association with respect to collection of all delinquent amounts, which costs and fees shall be the personal obligation of each Owner at the time each Assessment becomes due and payable and shall be a lien and charge upon the Unit against which the Assessment is made.

All enforcement powers of the Association shall be cumulative. The failure of the Association to enforce any provision of the Governing Documents shall not operate as a waiver by the Association to enforce such provision or any other provision of the Governing Documents in the future against the violating Owner or other individual or against any individual in the future.

The Association, by contract or other agreement, may enforce applicable city and county ordinances, if applicable, and permit Town of Jackson, Wyoming to enforce ordinances within the Property for the benefit of the Association and its Members.

b. Suspension of Rights and Privileges. In amplification of, and not in limitation of, the general powers specified in this Declaration, the Association through its Board shall have the following rights and powers, in addition to those set forth in the Act:

If a Person shall be in breach of the Governing Documents, including but not limited to the failure of that Owner to pay any Assessment attributable to, or incurred in connection with, a Unit on or before the due date therefore, or for the failure of a successor-in-title of a Unit to promptly cure any past due Assessments or other amounts due and owing to the Association, whether or not the obligation to pay for such Assessments or other amounts due arose prior to the time such successor-in-title obtained such Unit, the Association may suspend that Owner's rights and privileges arising from the ownership of such Unit including, but not limited to, the right to participate in any vote or other determination provided for herein and the right to any nonessential services including cable or satellite television service or internet access or the like, and may assess monetary penalties as may be provided herein, in the Master Rules and Regulations, in the Bylaws or other Governing Documents.

No suspension of rights and privileges, except a suspension of privileges for the failure of a Person to pay any Assessments, any portion thereof or any other amount due on or before the due date therefore, and no imposition of monetary penalties shall be made except after a meeting of the Board duly called and held for such purpose.

Written notice of such meeting, the purpose thereof, including the reasons for the suspension sought or the monetary penalties sought to be imposed, and whether the Person's defense shall be oral or written, shall be given to the Person at least 15 days prior to the date of the meeting. The Person shall be entitled to appear at that meeting and present his or her case, either orally or in writing as designated by the Board, as to why his or her privileges should not be suspended or monetary penalties imposed.

The decision as to whether rights and privileges should be suspended or monetary penalties imposed shall be made by a majority of the Board present at that meeting. Written notice of suspension or monetary penalties imposed, the reasons therefor and the length or amount thereof shall be given to the Person, and the suspension or penalties shall become effective on the date such notice is given, which date shall be not less than three days after the date of such meeting.

If a suspension of rights and privileges or imposition of monetary penalties is based:

(i) on the failure of a Person to pay Assessments or any other amount due when due attributable to, or incurred in connection with a Unit, the suspended rights and privileges of that Person with respect to the Unit shall be reinstated automatically at such time as payment is received by the Association, in cash or by electronic funds transfer or certified check, of all amounts past due as of the date of the reinstatement and all monetary penalties imposed, together with accrued and unpaid interest and any late charges imposed which are attributable to, or were incurred in connection with, such Unit.

(ii) on any act or omission other than the failure of a Person to pay Assessments or any other amount due when due, the suspended rights and privileges shall be automatically reinstated upon the earlier of expiration of the period stated in the suspension notice or payment of the monetary penalties imposed.

c. **Enforcement of Association's Rights.** The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

d. **Indemnification of Officers, Directors and Others.** The Association shall indemnify any of its officers or directors who are made a party to any legal proceeding because of that person's position as officer or director, so long as the officer or director acted in good faith and not in willful disregard of its duties.

e. **Provision of Services.** The Association is authorized but not obligated to enter into and terminate, in the Board's discretion, contracts or agreements with service providers, to provide services to and facilities for the Members of the Association and their guests, lessees and invitees and to charge use and consumption fees for such services and facilities. By way of example, some services which might be offered include property management services, snow removal, trash and recycling removal, landscape maintenance, pest control, utilities, and similar services.

ARTICLE IX. ASSESSMENTS

Section 9.1 Members' Obligations to Pay Assessments and Other Amounts. Each Owner shall be deemed to covenant and agree with each other and with the Association, to pay the Association all Assessments, whether Regular Assessments, Special Assessments, Neighborhood Assessments or Specific Assessments, made by the Association for the purposes provided in this Declaration, as well as such reasonable and uniformly applied charges for use of the Property and reasonable and uniformly applied fines imposed for violation of the Master Rules and Regulations adopted by the Association as provided in this Declaration. Such Assessments shall be fixed, established and collected from time to time, as provided in this Declaration.

Section 9.2 Regular Assessments. The regular assessments against all Units within the Property (the "Regular Assessments") shall be based upon advance estimates of cash requirements of the Association to provide for the payment of all costs and expenses arising out of or connected with the following: (i) the administration and/or management of the Property; (ii) the maintenance, operation repair and replacement of the Common Elements; (iii) taxes and special assessments from governmental or quasi-governmental entities or agencies unless and until Units are separately assessed; (iv) premiums for all insurance which the Association is required or permitted to maintain hereunder; (v) wages of and other costs associated with Association managers, employees or contractors; (vi) legal, audit and accounting fees; (vii) amounts necessary to eliminate any deficit remaining from a previous period; (viii) creation of a reasonable reserve fund ("Reserve Fund") for periodic maintenance, repair and replacement of the Common Elements and for future capital expenditures for the Common Elements; (ix) all costs associated with the Annual Meeting; and (x) any other operating, administrative and management costs, expenses and liabilities which may be incurred by the Association for the benefit of all of the Owners or by reason of this Declaration or pursuant to the affirmative vote of

the members of the Association pursuant to this Declaration or the Bylaws. All of the foregoing shall be referred to herein as the “Common Expenses”, which Common Expenses shall be assessed to the Owners in the following two general categories:

a. **General Common Expenses.** The General Common Expenses shall include the Common Expenses.

b. **Reserve Fund.** The “Reserve Fund” shall include sums reserved for future capital expenditures for the Common Elements and funds to pay insurance deductibles, which reserve fund shall be assessed to all Units.

Section 9.3 Apportionment of Regular Assessments. The Regular Assessments pertaining to the General Common Expenses and Reserve Fund shall be apportioned equally among the Owners.

Section 9.4 Notice of Periodic Assessments; Time for Payment Thereof; and Interest. The Association shall assess Owners monthly (or such other periods as it may determine) for the Regular Assessments any Special Assessments or Specific Assessments consistent with an annual budget duly adopted by the Board . The Association shall provide notice of such periodic assessment to the Owners by any method authorized by the Bylaws or the Declaration. No payment shall be due less than thirty (30) days after written notice has been sent to the Owners. Failure of the Association to give written notice of the Assessment shall not affect the liability of the Owner of any Unit for such Assessment, but the date when payment shall be due in such case shall be deferred to a date thirty (30) days after such notice is sent to the Owners.

Section 9.5 Special Assessments. In addition to the Regular Assessments authorized by this Declaration, the Association may levy, at any time and from time to time, upon the affirmative vote of at least fifty-one percent (51%) of the total votes of all members of the Association, special assessments, payable over such period as the Association may determine, for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of the Property or any part thereof, or any shortfall in the Reserve Fund, or for any other expense incurred or to be incurred as provided in this Declaration (the “Special Assessment”). This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections hereof which shall make specific reference to this Section or by the affirmative vote of the members of the Association as provided herein. Any amounts assessed pursuant hereto shall be assessed to Owners in the same manner and the same proportion as the Regular Assessments.

Section 9.6 Neighborhood Assessments. The Board shall have the power to levy separate Neighborhood Assessments to the Owners in the Grove Phase Two and the Owners in the Grove Phase Three (each Phase being treated as a separate neighborhood) for the following purposes: (1) maintaining, repairing and replacing the Limited Common Elements - Neighborhood; and (2) creating of a reasonable neighborhood reserve fund (“Neighborhood Reserve Fund”) for the periodic maintenance, repair and replacement of the Limited Common

Elements - Neighborhood. Neighborhood Assessments for Phase Two shall be apportioned amongst the Owners in Phase Two based on the Percentage Ownership set forth in **Exhibit A**. Neighborhood Assessment for Phase Three shall be apportioned equally amongst the Owners in Phase Three.

Section 9.7 Specific Assessments. The Association shall have the power to levy Specific Assessments (individually, the “Specific Assessment”) against a particular Unit or limited number of Units as follows:

a. To cover costs incurred by the Association, including the payment of insurance deductibles on insurance policies held by the Association, to maintain or repair damage to a Unit or the Common Elements caused by the negligence or as a consequence of the conduct or lack of conduct of the Owner, their family members, agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Owner prior written notice and an opportunity for a hearing before levying any Specific Assessment;

b. To cover costs incurred by the Association for all routine, non-routine and preventative maintenance, repairs or replacements of a Unit.

Section 9.8 Lien for Assessments. All sums assessed to any Unit pursuant to this Declaration, including any penalties assessed herein for noncompliance with the Governing Documents, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association, which lien is perfected from and after the recording of this Declaration without the necessity of recording any notice of delinquency or notice of lien. Each default of an Owner for nonpayment of an amount assessed hereunder or for violation of the Owner’s obligations under the Governing Documents shall constitute a separate basis for a demand or claim of lien. Such lien shall attach from the due date of the assessment and shall be superior to all other liens and encumbrances on such Unit except for: (a) valid tax and special assessment liens on the Unit in favor of any governmental assessing authority; (b) labor or materialmen’s liens, to the extent allowed by law, (c) all sums unpaid on a first Mortgage, a first trust indenture, or contract for deed, of record, and (d) all sums unpaid on a second Mortgage held by Habitat or a mortgage servicing company utilized by Habitat. All other lienholders acquiring liens on any Unit 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 Unit, 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 Unit interest subject to all unpaid Assessments, interest and penalties then due.

The Association may prepare a written notice of assessment setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the record owner of the Unit, and a description of the Unit. Such notice shall be signed by the Association, and may be recorded in the land records in the Office of the Clerk of Teton County, Wyoming if such assessment is more than sixty (60) days past due. Such lien may be enforced by power of sale by

the Association after failure of the Owner to pay such assessment in accordance with its terms, such sale to be conducted in the manner permitted by law in Wyoming for the foreclosure of liens against real estate or in any other manner permitted by law. In any such foreclosure as to a Unit, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of recording the notice of assessment, and all reasonable attorneys' fees associated therewith. All such costs and expenses shall be secured by the lien being foreclosed as to the Unit. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due prior to commencement of foreclosure and during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to thereafter acquire, hold, convey, lease, rent, encumber, use, and otherwise deal with the Unit as the Owner thereof. The purchaser at any sale shall obtain title to the Unit after the expiration of any applicable period of redemption subject to, and shall be jointly and severally liable with the Owner foreclosed upon with respect to all Assessments and other sums due or performance claimed, subject to the provisions of the Governing Documents. No sale or transfer shall relieve the Unit or the purchaser thereof from liability for any Assessments, other payments or performance thereafter becoming due or from the lien therefore as provided for in this Section. All sums assessed hereunder but still unpaid shall also remain the obligation of and shall be payable by the Owner foreclosed upon.

A further notice stating the satisfaction and release of any such lien shall be executed by the Association and recorded in the land records in the Office of the Clerk of Teton County, Wyoming upon payment of all sums secured by a lien which has been made the subject of a recorded notice of assessment.

Section 9.9 Personal Obligation of Owner. The amount of any Regular Assessment, Special Assessment, Neighborhood Assessment or Specific Assessment against any Unit 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. No Owner may avoid or diminish such personal obligation by waiver of the use and enjoyment of any of the Common Elements or by abandonment of his/her Unit. Any purchaser of a Unit shall be jointly and severally liable with the seller for all unpaid assessments against the Unit up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

Section 9.10 Estoppel Certificate. Upon payment of a reasonable fee and upon five (5) business days written request of any Owner or any Mortgagee, prospective Mortgagee or prospective purchaser of a Unit, the Association shall issue an estoppel certificate setting forth the amount of the unpaid Assessments including penalties, fees and interest accrued and due, if any, with respect to such Unit, whether Regular Assessments, Specific Assessments, Neighborhood Assessments or Special Assessments, the amount of the current Regular Assessment and the date that such assessment becomes or became due, credit for advanced payments or prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums, which certificate shall be conclusive upon the Association in favor of persons who rely thereon in good faith that no greater amounts were then due or accrued and unpaid, with the exception that any damage done to a Unit after the date of the estoppel certificate shall create an

assessment against the Unit and shall not be foreclosed by the change in ownership of such Unit or the issuance of the estoppel certificate and shall be assessed to the Unit, regardless of the ownership thereof, pursuant to this Declaration.

Section 9.11 Assessment for Payment of Insurance Deductible. The deductible, if any, on any insurance policy held by the Association or the Board shall be paid by the Association and assessed to the Owners as a Common Expense in the event that the cause of any damage or destruction of any portion of the Condominium originated in or through the Common Elements or an apparatus located within the Common Elements; provided, however, that the Association or the Board may assess any deductible amount necessitated by either the intentional act or omission, negligence, abuse, misuse or neglect of an Owner, or his or her family, guest, tenant or the family or guest of such tenant, against such Owner as a Specific Assessment hereunder. In the event that the cause of any damage or destruction to any portion of the Condominium originated in or through a Unit or any component thereof, then the deductible shall be paid by the Association and the amount therefore shall be assessed against the Owner of such Unit as a Specific Assessment hereunder.

Section 9.12 Budgeting and Allocating Common Expenses. At least sixty (60) days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses and Neighborhood Expenses, for the coming year, including any contributions to be made to a reserve fund pursuant to this Article 9. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Units, and the amount to be generated through the levy of Regular Assessments, Special Assessments, Neighborhood Assessments and Specific Assessments against each.

The Board shall send a copy of the final budget, together with notice of the amount of the Regular Assessment and Neighborhood Assessments to be levied pursuant to such budget, to each Owner, the Jackson/Teton County Affordable Housing Department ("Housing Department"), and Habitat for Humanity of the Greater Teton Area ("Habitat") not less than forty-five (45) nor more than sixty (60) days prior to the effective date of such budget; provided, however, if the Regular Assessment or Neighborhood Assessment is increased from the previous year's Regular Assessment or Neighborhood Assessment, the Board shall send notice of the increase to the Homeowners not less than thirty (30) nor more than sixty (60) days prior to the increased Regular Assessment or Neighborhood Assessment becoming due. Such budget and assessment shall thereafter become effective unless objected to in writing by an Owner within ten (10) days of the effective date of the budget.

Failure of the Members to approve a budget or failure of the Board to fix assessment amounts or rates or to send to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

The Board may revise the budget and adjust the Regular Assessment and Neighborhood Assessment from time to time during the year, subject to the notice requirements and the limitations contained herein.

Section 9.13 Budgeting for Reserves. The Board shall prepare and review at least annually a reserve budget for capital expenses of the Association. The budget shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall include in the Common Expense budget adopted, a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect both to amount and timing by annual contributions over the budget period. Housing Department and Habitat shall each have the right to revise and approve the reserve budget to the extent Housing Department or Habitat determines in its reasonable discretion is necessary to adequately maintain the replaceable assets.

ARTICLE X. INSURANCE

Section 10.1 Types and Form of Insurance. The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in the State of Wyoming.

a. Property Insurance. The Association shall obtain a policy or policies of insurance against damage or destruction of the Common Elements and the portion of the Units considered to be attached to the Building (including without limitation the interior walls and partitions, ceilings, cabinetry, fixtures, carpeting and other attached flooring, windows and doors, and excluding without limitation artwork, appliances and mirrors that are attached to the interior of the Units) and the equipment, supplies and other personal property of the Association. Such property insurance shall be in accordance with the coverage customarily maintained by other condominium properties similar in construction, design and use, and at least equal to such coverage as is commonly required by prudent institutional mortgage investors in the area. Such insurance shall 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 shall consist of a policy written on an open perils basis to provide the broadest coverage possible. The Association may comply with the above requirement by the purchase of blanket coverage and may elect such “deductible” provisions as in the Association’s opinion are consistent with good business practice. The policy shall be in an amount equal to 100% of current replacement cost of the Property, exclusive of land, foundation, excavation and other items normally excluded from coverage.

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. The loss payable shall be in favor of the Association as trustee for each Owner and the Owners' Mortgagee(s), and the parties shall be beneficiaries of the policy in equal shares, prior to any ratio adjustments. Each policy shall provide a standard, non-contributory mortgagee clause in favor of each Mortgagee or insurer or guarantor of a Mortgage, in a form commonly accepted by private institutional mortgagors in the area. Each policy shall also provide that it cannot be cancelled by either the insured or the insurance company until after forty-five (45) days prior written notice is first given to the

Association. If the foregoing terms are not commercially feasible, then the Association shall be permitted to negotiate the best commercially reasonable terms available. The Association shall, upon request, furnish to each Owner or Mortgagee a certificate of coverage, including an identification of such Owner's interest.

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. Coverage shall include, without limitation, all of the Common Elements and public ways of the Property, including death, liability for personal injuries, property damage, liability of the Association, its officers, Directors, employees and the Managing Company arising with 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 condominiums. The combined single limits of such insurance policies shall be not less than One million dollars (\$1,000,000.00) with respect to personal liability and with limits of not less than One million dollars (\$1,000,000.00) for each accident with respect to property damage liability.

The general liability insurance shall name the Association, its directors, officers, managers and assignees, each 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 or the Buildings. 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. If the foregoing terms are not commercially feasible, then the Association shall be permitted to negotiate the best commercially reasonable terms available.

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. The Association shall be required to secure insurance policies that will provide for the following:

(i) that the insurer shall waive subrogation as to any claims against the Association, the Owners and their respective servants, agents and guests;

(ii) the policy or policies on the Property cannot be cancelled, invalidated, or suspended on account of the conduct of one or more individual Owner not in control of the Owners collectively;

(iii) that the policy or policies on the Property cannot be cancelled, invalidated, or suspended on account of the conduct of any director on the Board, officer or employee of the Association without a prior demand in writing that the Association cure the defect;

(iv) that any “no other insurance” clause in the policy or policies on the Property exclude individual Owner’s policies from consideration;

(v) a “special condominium endorsement” or its equivalent;

(vi) if available, the policies shall contain an “agreed amount endorsement” and an “inflation guard endorsement.”

e. **Additional 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.

Section 10.2 Owner’s Individual Insurance. Each Owner shall obtain content insurance coverage for such Owner’s Unit in an amount no less than 100% of the cost to replace the contents of the Unit to the extent not covered by the Association’s insurance in the event of damage or destruction. The premium and deductible costs associated with such Owner’s individual insurance shall be paid by the Owner. All such insurance of the Owner’s Unit shall waive the insurance company’s right of subrogation against the Association, the other Owners, and the servants, agents, and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights of subrogation. Each Owner shall be responsible for providing proof of such insurance to the Association; provided, however, that the Association shall not be responsible for ensuring that each Owner has such insurance. Any minimum dollar amount limitations provided herein may be increased from time to time by resolution of the Association to account for increases in the costs of replacement or reconstruction or increases in the perceived levels of liability.

Section 10.3 Adjustment. Exclusive authority to adjust losses under policies hereafter in force on the Property shall be vested in the Board.

Section 10.4 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 10.5 Review of Insurance. The Board shall review annually the coverage and policy limits of all insurance coverage on the Buildings and adjust the same at its discretion. Such annual 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 policy or 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 10.6 Actions Affecting Cost and Coverage of Insurance. No Owner shall permit anything to be done or kept in such Owner’s Unit or in the General Common Elements which will result in increase of the cost or cancellation of insurance on any Unit or any part of the General Common Elements.

Section 10.7 Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Article. The Association shall apportion the proceeds to the portions of the Property that have been damaged and shall determine the amount of the proceeds attributable to damage to the General Common Elements. To the extent that reconstruction is required herein, the proceeds shall be used for such purpose. To the extent that reconstruction is not required herein and there is a determination that the Property shall not be rebuilt, the proceeds shall be distributed in the same manner herein provided in the event of sale of obsolete Units. Each Owner and each Mortgagee shall be bound by the apportionments of damage and of the insurance proceeds made by the Association pursuant hereto.

Section 10.8 Attorney in Fact. Where appropriate under applicable law, each Owner hereby, and by acceptance of a deed or other conveyance for a Unit thereby, appoints the Association, as attorney-in-fact for the purpose of purchasing and maintaining insurance, which shall include the power to collect and appropriately dispose of the proceeds thereof, negotiate losses and execute releases of liability, execute all documents and perform all other acts necessary to accomplish the provision and settlement of insurance coverage for the Property.

ARTICLE XI. DAMAGE OR DESTRUCTION

Section 11.1 Association as Attorney in Fact. All of the Owners irrevocably constitute and appoint, and acceptance by any grant of a deed from any Owner shall constitute appointment of, the Association as their true and lawful attorney in fact in such Owner's name, place and stead for the purpose of dealing with the Property upon its damage or destruction as hereinafter provided. As attorney in fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of an Owner that may be necessary or appropriate to exercise the powers herein granted, including the repair and reconstruction of the improvements to restore the Property to substantially the same vertical and horizontal boundaries, finish, furnishings and facilities that existed prior to the damage or destruction (the "Repair or Reconstruction").

Section 11.2 General Authority of Association. The proceeds of any insurance collected shall be available to the Association for the purpose of the Repair or Reconstruction unless Seventy-Five percent (75%) of the total votes of the Owners, and Mortgagees that represent at least Fifty-one percent (51%) of the votes of Units that are subject to mortgages, agree not to rebuild within one hundred (100) days after such destruction or damage.

Section 11.3 Estimate of Costs. As soon as practicable after an event causing damage to, or destruction of, any part of the Property, the Association shall obtain estimates that it deems reliable and complete of the costs of Repair or Reconstruction of that part of the Property damaged or destroyed.

Section 11.4 Repair or Reconstruction. As soon as practicable after receiving the estimates to complete the Repair or Reconstruction, the Association shall diligently pursue to completion of the Repair or Reconstruction of that part of the Property damaged or destroyed.

The Association shall take all necessary or appropriate action to effect the Repair or Reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such Repair or Reconstruction shall be in accordance with the original plans and specifications of the Property or may be in accordance with any other plans and specifications the Owners representing an aggregate of Seventy-Five Percent (75%) or more of the voting rights of the Association may approve. If damage is limited to a building in Phase Two or a building in Phase Three, the Repair or Reconstruction shall be in accordance with the original plans and specifications for that phase or may be in accordance with any other plans and specification the Owners representing an aggregate of Seventy-Five Percent (75%) or more of the voting rights of that phase may approve.

Section 11.5 Funds for Reconstruction. The proceeds of any insurance collected shall be available to the Association for the purpose of the Repair or Reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of the Repair or Reconstruction, the Association may levy in advance a Special Assessment sufficient to provide funds to pay such estimated or actual costs of the Repair or Reconstruction. Such assessment shall be allocated and collected as provided in the Section titled Special Assessments herein except that the vote of the members of the Association as specified therein shall not be necessary. Further assessments may be made in like manner if the amounts collected prove insufficient to complete the Repair or Reconstruction. All such insurance proceeds and monies collected through assessments shall be considered a fund to pay the estimated or actual costs of the Repair or Reconstruction and shall be disbursed by the Association therefor.

Section 11.6 Decision Not to Rebuild; Partition and Distribution. If Seventy-Five Percent (75%) of the votes of all Owners, and Mortgagees that represent at least Fifty-One percent (51%) of the votes of Units that are subject to mortgages, agree not to rebuild after damage or destruction of the Property, the Association shall file with the County Clerk of Teton County, Wyoming a notice setting forth such facts and the following shall occur:

a. the Property shall be deemed to be owned in common by the Owners and each Owner's undivided interest in the Property shall be the percentage of undivided interest previously owned by such Owner in the General Common Elements;

b. any mortgages or liens against any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Owner in the Property;

c. the Property shall be subject to an action for partition at the suit of any Owner, OR upon the affirmative vote of Seventy-Five Percent (75%) of the votes of all Owners at a meeting of the Owners duly called for such purpose, the Owners may elect to sell or otherwise dispose of the Property (and such action shall be binding upon all Owners and it shall be the duty of every Owner to execute and deliver such instruments and to perform all acts in such manner and form as may be necessary to effect such sale) in which event the net proceeds of any sale resulting from such suit or partition or vote of the Owners, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among all the Owners in a percentage equal to the percentage of undivided interest

owned by each Owner in the General Common Elements in accordance with **Exhibit “A”** attached hereto, after first paying out of the respective share of each Owner, to the extent sufficient for the purposes, all sums due to Mortgagees, as well as other holders of liens on the undivided interest in the Property owned by such Owner.

ARTICLE XII. CONDEMNATION

Section 12.1 Consequences of Condemnation. If, at any time or times during the continuance of the condominium ownership pursuant to this Declaration, all or 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”), the following provisions shall apply.

Section 12.2 Proceeds. All compensation, damages, or other proceeds from a Condemnation (hereinafter the “Condemnation Award”) shall be payable to the Association.

Section 12.3 Partial Taking. In the event that less than the entire Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: as soon as practicable the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated equally among the Owners and their Mortgagees as follows: (a) the total amount allocated to taking of or injury to the General Common Elements shall be apportioned equally among Owners, (b) the total amount allocated to severance damages shall be apportioned to those Condominium Units that were not taken or condemned, (c) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within her/his own Unit shall be apportioned to the particular Unit involved, (d) the total amount allocated to taking of a Limited Common Element - Neighborhood shall be apportioned equally to the Owners within that neighborhood, and (e) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made by check payable to the respective Owners or their respective Mortgagees, as applicable.

Section 12.4 Complete Taking. In the event that the entire Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned equally among the Owners, provided that 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.

On the basis of the principle set forth in the preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable in the same manner provided for partial takings as provided herein.

Section 12.5 Reorganization. In the event a partial taking results in the taking of a complete Unit, if appropriate in the determination of the Association, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall reallocate the ownership, voting rights, and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners of remaining Units for amendment of this Declaration as provided herein.

Section 12.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article XI above.

ARTICLE XIII. REVOCATION OR AMENDMENT

This Declaration shall not be revoked nor shall any of the provisions herein be amended unless the Owners representing an aggregate of Seventy-Five Percent (75%) or more of the voting rights of the Association consent and agree to such revocation or amendment. Any such revocation or amendment shall be binding upon every Owner and Unit whether the burdens thereon are increased or decreased by any such amendment and whether or not the Owner of each and every Unit consents thereto. No amendment may remove, revoke, or modify any right or privilege of Declarant or Habitat without the written consent of said entities. Additionally, no amendment of a material adverse nature with respect to a Mortgagee shall be effective unless approved by Mortgagees that represent at least Fifty-One (51%) of the votes of Units that are subject to mortgages.

Notwithstanding the foregoing, the Declarant may 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 or agency determination; or (ii) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely and materially affect the title to any Unit unless the Owner thereof shall consent in writing.

ARTICLE XIV. DISPUTE RESOLUTION

Section 14.1 Consents for Association Litigation. Except as provided in this Section, the Association shall not commence a judicial or administrative proceeding without the approval of a majority of a quorum of the Owners, which quorum shall be established pursuant to the Bylaws. This Section shall not apply, however, to (a) actions brought by the Association to enforce the Declaration (including, without limitation, the foreclosure of liens); (b) the collection of Assessments; or (c) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 14.2 Alternative Method for Resolving Disputes. The Association, its officers, directors, and members, if any, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the “Bound Parties” and individually, the “Bound Party”) agree to encourage the amicable resolution of disputes involving the Property, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances or disputes described in Section 14.3 hereof shall be resolved using the procedures set forth in Section 14.4 in lieu of filing suit in any court.

Section 14.3 Claims. Unless specifically exempted below, all claims arising out of or relating to the interpretation, application or enforcement of the Declaration, or the rights, obligations and duties of any Bound Party under the Declaration or relating to the design or construction of improvements on the Property (collectively, the “Claims” or individually, the “Claim”) shall be subject to the provisions of Section 14.4.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 14.4:

(a) Any suit by the Association against a Bound Party to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association’s ability to enforce the provisions of this Declaration;

(b) Any suit between Owners, which does not include the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Declaration, if the amount in controversy exceeds five thousand dollars (\$5,000);

(c) Any suit in which any indispensable party is not a Bound Party;

(d) Any suit as to which the applicable statute of limitations would expire within one-hundred twenty (120) days of the Request for Resolution pursuant to Section 14.4, unless the party or parties against whom the Claim is made agree to toll the statute of limitations for such periods as may be reasonably be necessary to comply with this Article; and

Notwithstanding the foregoing, with the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 14.4

Section 14.4 Mandatory Procedures.

a. **Request for Resolution.** Any Bound Party having a Claim (“Claimant”) against any other Bound Party (“Respondent”) (collectively, the “Parties”) shall notify each Respondent in writing (the “Request for Resolution”), stating plainly and concisely:

1. The nature of the Claim, including the Persons involved and Respondent;

2. The legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

3. Claimant's proposed remedy;

4. That Claimant will meet with Respondent and Board's counsel to discuss in good faith ways to resolve the Claim;

5. That Respondent must respond to the Request for Resolution within thirty (30) days of its receipt or it will be deemed to have been rejected.

b. **Negotiation and Mediation.**

1. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Request for Resolution, the Board may appoint a representative to assist the Parties in negotiation.

2. If the Respondent rejects the Request for Resolution, or Parties do not resolve the Claim within ninety (90) days of the date of acceptance of the Request for Resolution (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have thirty (30) additional days to submit the Claim to mediation under the auspices of an independent mediation agency providing dispute resolution services in Teton County, Wyoming.

3. If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

4. Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

5. Within five (5) days of the Termination of Mediation, the Claimant shall make a final written settlement demand ("Settlement Demand") to the Respondent, and the Respondent shall make a final written settlement offer ("Settlement Offer") to the Claimant. If the Claimant fails to make a Settlement Demand, Claimant's original Request for Resolution shall constitute the Settlement Demand. If the Respondent fails to make a Settlement Offer, Respondent shall be deemed to have made a "zero" or "take nothing" Settlement Offer. In this event, the Mediator shall issue a final written decision within ten (10) days of the last offer. This

decision shall be non-binding on the parties and the parties legal remedies are preserved. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim as appropriate.

Section 14.5 Allocation of Costs of Resolving Claims.

a. Subject to Section 14.5(b), each Party shall bear its own costs, including attorneys' fees, and each Party shall share equally all charges rendered by the mediator(s) ("Post Mediation Costs").

b. If the Claimant files suit or initiates administrative proceedings on the Claim and thereafter an award is ordered which is equal to or greater than Claimant's Settlement Demand, the Claimant shall be entitled to such award and the Claimant's Post Mediation Costs, such costs to be borne equally by all Respondents. If the Claimant files suit or initiates administrative proceedings on the Claim and thereafter an award is ordered which is less than any Respondent's Settlement Offer, such award shall be reduced by such Respondent's Post Mediation Costs, the benefit of which shall be allocated to such Respondent.

Section 14.6 Enforcement of Resolution. After resolution of any Claim, if any Party fails to abide by the terms of any agreement or award, then any other Party may file suit to enforce such agreement or award without the need to again comply with the procedures set forth in Section 14.4. In such event, the Party taking action to enforce the agreement or award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

Section 14.7 Board Authorization. The Board may perform any act reasonably necessary to institute, defend, settle, or intervene on behalf of the Association in binding arbitration, non-binding arbitration, mediation, litigation, or administrative proceedings in matters pertaining to (a) enforcement of the Governing Documents, (b) damage to the Common Elements, (c) damage to the Units which arises out of, or is integrally related to, damage to the Common Elements, or (d) any other civil claim or action. However, the Governing Documents shall not be construed as creating any independent legal duty to institute litigation on behalf of or in the name of the Association or its members.

ARTICLE XV. RESERVED

ARTICLE XVI. MISCELLANEOUS

Section 16.1 Compliance with Provisions of Governing Documents. Each Owner shall comply with the provisions of the Governing Documents as the same may be lawfully amended from time to time. The Board reserves the right to fine Owners for non-compliance with the Governing Documents, which fine shall be a Specific Assessment against that Owner's Unit as provided herein. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Association

on behalf of the Owners, or, in a proper case, by an aggrieved Owner. The prevailing party shall be entitled to an award of costs and attorney fees.

Section 16.2 Registration of Contact Information. Each Owner shall register his mailing and e-mail addresses and facsimile number with the Association and all notices or demands intended to be served upon any Owner shall be sent in the discretion of the Association by mail, postage prepaid, or by e-mail or by facsimile addressed in the name of the Owner at such registered mailing or e-mail addresses or facsimile number, unless the Owner requests, in writing, notification in another manner. Provided, however, if an Owner elects to receive notices by any form other than mail, email or facsimile, the Association shall not be liable for the Owner's receipt thereof. Each Owner is responsible for notifying the Association of a change in such Owner's contact information. All notices or demands intended to be served upon the Association shall be given by mail, postage prepaid, to the address of the Association as designated by the Board of Directors, unless the Association permits notification in another manner. All notices or demands to be served on Mortgagees pursuant thereto 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 or facsimile to the address or number provided by the Owner.

Section 16.3 Owner's Obligations Continue. All obligations of an Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that such Owner may have leased or rented such Owner's interest as provided herein, but the Owner of a Unit shall have no obligation for expenses or other obligations accruing after such Owner sells, conveys or otherwise transfers his entire interest in such Unit.

Section 16.4 Warranties. There is no express or implied warranty enforceable by an Owner or the Association against Declarant other than any claims for violation of applicable Teton County Uniform Building Code requirements that were not otherwise inspected, varied or waived by the applicable inspection authority.

Section 16.5 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Section 16.6 Statute. The provisions of this Declaration shall be in addition and supplemental to the Act and to all other provisions of law.

Section 16.7 Mortgagee Notice. If Mortgagee fails to respond to any written request for approval or consent within sixty (60) days after such Mortgagee receives such request, such Mortgagee shall be deemed to have approved or consented to the action noted therein, so long as such request for approval or consent was delivered by certified or registered mail, with a "return receipt" requested.

Section 16.8 First Mortgagee Rights Confirmed. Notwithstanding anything herein to the contrary, no provision herein shall give to an Owner, or any other party, priority over any rights of a first Mortgagee of a Unit pursuant to its mortgage in the case of payment to the Owner of insurance proceeds or condemnation awards for losses to or a taking of a Unit and/or the Common Elements.

Section 16.9 Unpaid Dues. Any first Mortgagee who obtains title to a Unit pursuant to other remedies in a mortgage or through foreclosure will not be liable for more than six (6) months of the Unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title the Unit by the Mortgagee. If the Association's lien priority includes costs of collecting unpaid dues, the lender will be liable for any fees or costs related to the collection of the unpaid dues.

Section 16.10 Rights of Condo Mortgagees and Guarantors. Any and all Mortgagees shall have the right request to the Association to timely written notice of: (i) any condemnation or casualty loss that affects either a material portion of the Property or the Unit securing its mortgage; (ii) any 60-day delinquency in the payment of assessments or charges owed by an Owner of a Unit on which it holds the Mortgage; (iii) a lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (iv) any proposed action that requires the consent of a specified percentage of Mortgagees.

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

JACKSON TETON COUNTY HOUSING AUTHORITY:

By: _____
Its:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2018, the foregoing instrument was acknowledged before me by _____, as the _____ of the Jackson Teton County Housing Authority.

Witness my hand and official seal.

(Seal)

Notary Public

Habitat for Humanity of the Greater Teton Area, Inc.:

By: _____

Its:

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2018, the foregoing instrument was
acknowledged before me by _____, as the _____ of Habitat for
Humanity of the Greater Teton Area, Inc.

Witness my hand and official seal.

(Seal)

Notary Public

**Special Restrictions for Affordable Housing
Located at The Grove Phase 3**

These Special Restrictions for Affordable Housing (the “Special Restrictions”) are made and entered into this ____ day of _____, _____ by the undersigned Declarant (“Declarant”).

RECITALS:

WHEREAS, Declarant holds fee ownership interest in that certain real property, located in the Town of Jackson, Teton County, Wyoming, and more specifically described as follows:

Unit #701 of the Grove Condominiums Phase Three Addition to The Town of Jackson (An Affordable Housing Subdivision) Identical with Adjusted Parcel B of Map T-58D Located in the NW1/4SW1/4, SEC 33, T 41N, R116W, 6th P.M., Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on _____ as Plat No. _____

PIN: 22-41-16-33-3-00-40 (the “Unit”);

WHEREAS, the Unit is an Affordable Category 1 Housing unit;

WHEREAS, in furtherance of the Town of Jackson’s goal of providing affordable housing to qualified Teton County residents who will occupy the housing as their primary residence, and as a condition of its Final Development Plan Approval for the Grove (Dev P13-063 and P13-064) (the “FDP Approval”), Declarant agreed to build 24 housing units (collectively the “Grove Phase 3 Units”) as follows:

Twenty-four (24) Category 1, 3-bedroom units commonly described as 845 W. Snow King Ave. Units 701-704, 841 W. Snow King Ave. Units 801-804, 837 W. Snow King Ave. Units 901-904, 833 W. Snow King Ave. Units 1001-1004, 829 W. Snow King Ave. Units 1101-1104, and 825 W. Snow King Ave. Units 1201-1204

The Categories are defined in the guidelines for JTCHA and the Housing Department;

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of the FDP Approval, Declarant agreed to restrict the initial and all subsequent sales and transfers of the Grove Phase 3 Units, to a “Qualified Household”, which meets employment, income and asset qualifications set forth herein;

WHEREAS, a “Qualified Household” means natural persons meeting the income, asset and all other qualifications at the time of the closing of the purchase of the Residential Unit, and who agree by acceptance of a deed and pursuant to these Special Restrictions to occupy the Residential Unit as their primary place of residence, not to purchase the Residential Unit for speculation or engage in any unpermitted business activity in or at the Residential Unit, or to rent the Residential Unit or part of the Residential Unit, and to otherwise comply with the terms and conditions of these Special Restrictions;

WHEREAS, Habitat for Humanity of the Greater Teton Area, an Internal Revenue Code §501(c)(3) non-profit organization that works in partnership with families in need to create simple, decent homeownership opportunities in Teton County, Wyoming, or its successors or assigns ("Habitat"), shall have an option to purchase the Unit in certain circumstances as described herein;

WHEREAS, Habitat, or its successors or assigns shall facilitate the transfer, sale or resale of each Residential Unit to a Qualified Household; and

WHEREAS, Habitat desires that the Unit, sometimes referred to herein as the "Residential Unit" shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which shall be in addition to all other covenants, conditions or restrictions of record affecting the Unit, and shall be enforceable by Habitat and/or by the Town of Jackson.

RESTRICTIONS:

NOW, THEREFORE, in satisfaction of the conditions in and consideration of the FDP Approval and in further consideration of the foregoing Recitals, which are incorporated herein by this reference, Declarant hereby declares, covenants and agrees for itself and each and every person acquiring ownership of the Residential Unit, that the Residential Unit shall be owned, used, occupied, developed, transferred and conveyed subject to the following Special Restrictions in perpetuity.

SECTION 1. Deleted

SECTION 2. PURCHASE BY QUALIFIED HOUSEHOLD ONLY.

- A. Qualified Household. The purchase of the Residential Unit shall be limited to natural persons who meet the definition of a "Qualified Household" at the time of purchase. Such criteria include, without limitation, a restriction on the use of the Residential Unit, employment eligibility, an income eligibility requirement, and a household asset limitation. Notwithstanding the foregoing, Habitat may also purchase or own the Residential Unit as further set forth herein.
- B. Determination of Qualified Household. Habitat shall determine whether a prospective purchaser is a Qualified Household and therefore eligible to purchase the Residential Unit. Such determination shall be based upon written applications, representations, information and verification as are deemed by Habitat to be necessary to establish and substantiate eligibility.
- C. No Legal Action. No owner of the Residential Unit, prospective purchaser of the Residential Unit, or other party shall have the right to sue or bring other legal process against Habitat, or any person affiliated with Habitat arising out of these Special Restrictions, and Habitat shall have any liability to any person aggrieved by the decision

of Habitat regarding qualification of a prospective purchaser or any other matter relating to these Special Restrictions.

SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF THE RESIDENTIAL UNIT. Occupancy, improvement and use of the Residential unit shall be restricted as follows:

- A. Occupancy. The Residential Unit may only be occupied by a Qualified Household and shall be such Qualified Household's sole and executive primary residence. Each owner of the Residential Unit shall physically reside therein on a fulltime basis, at least ten months out of each calendar year. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Unit.
- B. Business Activity. No business activities shall occur at the Residential Unit, other than a home occupation use that is: (i) permitted by applicable zoning, (ii) permitted by any declaration(s) of covenants, conditions and restrictions for the Property as the same may be amended, restated, or supplemented from time to time (the "Declaration"); and (iii) not prohibited by any law, statute, code, rule ordinance, covenant, or regulation ("Laws") affecting the Unit.
- C. Guests. No guests shall be permitted to occupy the Residential Unit for periods in excess of 30 cumulative days per calendar year.
- D. Renting. Neither the Residential Unit, nor any part of thereof, including without limitation, the carport, any portion of any structure, or any room within any structure, may be rented or otherwise occupied by persons other than the members of the Qualified Household.
- E. Maintenance. The Owner shall take good care of the Residential Unit and shall make all repairs and maintain the Residential Unit in a safe, sound, habitable, and good condition and state of repair. In case of damage to the Residential Unit, the Owner shall repair damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical.
- F. Capital Improvements. The Owner may only undertake capital improvements to the Residential Unit in accordance with the following:
 - 1. The Owner shall request the written approval of Habitat for all proposed Capital Improvements (including demolishing, removing, replacing, altering, re-locating, re-construction or adding to existing improvements in whole or in part located at the Residential Unit, and also including modifying or changing the contour or grade, or both of the Residential Unit) prior to commencing construction. Habitat's approval or disapproval shall be made in a timely manner in Habitat's sole discretion. In order to qualify as permitted Capital Improvements, the Owner must have prior written approval from Habitat and furnish Habitat the following information:

- a) Copies of any building permit or certificate of occupancy required to be issued by any governing body with respect to capital improvements; and
- b) Copies of approval by the Homeowner's association, if necessary to make the improvement.

2. All costs for Capital Improvements shall be paid for by the Owner.

3. All construction for Capital Improvements shall be performed in compliance with all applicable laws, ordinances, and regulations.

Capital Improvements are for the enjoyment of the Owner and will not be considered in the valuation of the property for resale purposes other than at Habitat's sole discretion under Section 6.B.

G. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with all applicable laws of any governmental authority with jurisdiction over matters concerning the Residential Unit, including without limitation, the Declaration, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowners association, as the same may be adopted from time to time.

H. Insurance. The owner shall, keep the Residential Unit continuously insured against "all risks" of physical loss (not otherwise covered by a homeowners association insurance), for the full replacement value of the Residential Unit.

I. Periodic Reporting Inspection. In order to confirm compliance with these Special Restrictions or other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, development or transfer of the Residential Unit, each owner shall comply with any reporting or inspection requirements as may be requested by Habitat from time to time.

Notwithstanding the foregoing, Habitat may approve uses inconsistent with this Section in accordance with its policies and procedures.

SECTION 4. RESALE AND TRANSFER LIMITATIONS. The Residential unit may only be sold or otherwise transferred to Habitat or a Qualified Household, except:

A. Divorce. In the event of the divorce of an owner, Habitat may consent to the transfer of the Residential Unit to a spouse of an owner, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

B. Death. In the event of the death of an owner, Habitat may consent to the transfer of the Residential Unit to an heir or devisee of such deceased owner, which heir or devisee may not otherwise qualify as a Qualified Household, only upon receipt or an order issued by a Court of competent jurisdiction ordering such transfer.

C. Nonqualified Transferee. If title to the Residential unit vests in a transferee who has not been qualified as Qualified Household by Habitat (a "Nonqualified Transferee"), the following shall apply:

1. Habitat shall provide the Nonqualified Transferee a reasonable period within which to qualify as a Qualified Household, or if such Nonqualified Transferee does not so qualify Habitat may either exercise its Option hereunder, or permit the Nonqualified Transferee to sell the Residential Unit in accordance with these Special Restrictions.
2. If the Nonqualified Transferee does not qualify as a Qualified Household within such reasonable period, he or she shall cooperate with Habitat to effect the sale, conveyance or transfer of the Residential Unit to Habitat (or to a Qualified Household in the event Habitat does not exercise its Option) and shall execute any and all documents necessary to such sale, conveyance or transfer;
3. Notwithstanding the foregoing, a Nonqualified Transferee shall otherwise comply with these Special Restrictions and all other laws, statutes, codes, ordinances, rules, regulations, or covenants, governing the ownership, use, occupancy, development, transfer or conveyance of the Residential Unit.

SECTION 5. SALE OF THE RESIDENTIAL UNIT. An owner desiring to sell the Residential Unit shall give written notice to Habitat of such desire (the "Notice to Sell"). After receipt of such notice, Habitat shall have 60 days from receipt of the written Notice to Sell to notify the Owner in writing, whether Habitat will exercise its Right of First Purchase and buy the Residential Unit or waive its option. If Habitat waives its option, the Residential Unit may be sold on the open market subject to Special Restrictions, in accordance with Section 6. If Habitat chooses to exercise its option, it shall consummate the purchase within 120 days from the date of receipt of the written Notice to Sell. The "Sale Price" for the exercise of Habitat's Right of First Purchase or purchase of the Residential Unit by any other party shall be calculated as provided in Section 6. Each purchaser of the Residential Unit shall execute a Buyer's Acknowledgment of Special Restrictions and Option, on a form to be provided by the Habitat.

SECTION 6. SALE PRICE. To further Habitat's goal of providing affordable housing, the Residential Unit may not be sold for a purchase price in excess of the "Sale Price" calculated as follows:

- A. Sale Price. The "Sale Price" shall be (a) the purchase price paid by the Owner, minus (b) the outstanding balance owed to Habitat, or it's assignee, under any mortgage encumbering the real property on which the improvements have been constructed and any subordinate mortgages, minus (c) any other amounts paid by Habitat to satisfy any liens or encumbrances on the real property or improvements, minus (d) any amounts expended by Habitat under the terms and conditions of this Special Restriction or any Mortgage. In the event Habitat exercises its Right of First Purchase, Owner shall be obligated to sell the improvements to Habitat and such transaction shall close at a mutually agreed upon date and time, within one hundred

and twenty (120) days from Habitat's written notice to exercise its Right of First Purchase.

- B. Adjustments for Permitted Capital Improvement. Habitat shall not be required to adjust the purchase price or to otherwise reimburse the Owner for any substantial structural or permanent, fixed improvement made by the Owner. Habitat may, in its sole discretion, reimburse the Owner for all or a portion of the costs of such depreciated improvements, provided that the specifics of the improvements have been disclosed to and approved, in writing ("Permitted Capital Improvements"), by Habitat prior to their installation, and that they have been completed in compliance with the terms of that approval. The adjustment to the purchase price for Permitted Capital Improvements will be equal to or less than the documented reasonable cost of the Improvements. No price adjustment will be made except upon presentation to Habitat of written documentation of all expenditures made by the Owner for which an adjustment is requested.
- C. Escrow for Deferred Maintenance. Once determined, the Sale Price shall be adjusted by decreasing said price by an amount to compensate for deferred maintenance cost, if any, which amount shall be determined as follows. Upon receipt of the Notice to Sell, Habitat shall be entitled to inspect the Improvements. Habitat shall have an opportunity to conduct all necessary due diligence with regards to the physical condition of the Residential Unit. In the event deficiencies are noted, the Owner shall cure the deficiencies in a reasonable manner acceptable to Habitat within sixty (60) days of being notified in writing of the results of the inspection, but in no event later than the close of escrow. Should the Owner fail to cure such deficiencies prior to the close of escrow, at the option of Habitat or any other purchaser, escrow may be closed, title passed and monies paid to the Owner subject to the condition that such funds as are necessary to pay for curing such deficiencies (based upon written estimates obtained by Habitat) shall be separated from the monies due to the Owner and held by an escrow holder acceptable to Habitat for the purpose of curing such deficiencies. Habitat shall cause such deficiencies to be cured and upon certification of completion of work by Habitat, escrow holder shall utilize such funds to pay for said work. Any remaining funds shall be paid to the Owner and thereupon, no other payment shall be due to the Owner.

NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTY BY HABITAT THAT UPON THE RESALE OF THE RESIDENTIAL UNIT, THE OWNER SHALL OBTAIN THE ENTIRE SALE PRICE.

SECTION 7. DEFAULT. The following shall be considered a default ("Default"):

- A. A violation of any term of these Special Restrictions and failure to cure such violation within fifteen (15) days after notice thereof from Habitat to Owner.,
- B. A violation of any term of the Declarations, covenants, conditions or restrictions of record or any Laws affecting the Residential Unit.

- C. Failure to pay or default of any other obligations due or to be performed with respect to the Residential Unit which failure to pay or default, could result in a lien against the Residential Unit, including without limitation, homeowner dues, property taxes, mechanics or materialmen liens, payment required by a promissory note or mortgage purporting to affect the Residential Unit. An owner shall notify the Habitat in writing of any notification received from any lender or third party of past due payments or default in payment or other obligations due or to be performed within five calendar days of the owner's notification.
- D. If the Residential Unit is taken by execution or by other process of law, or if the Owner is judicially declared bankrupt or insolvent according to law, or if any assignment is made of the property of the Owner for the benefit of creditors, or if a receiver, trustee in involuntary bankruptcy or other similar officer is appointed to take charge of any substantial part of the Residential Unit or the Owner's property by a court of competent jurisdiction, or if a petition is filed for the reorganization of the Owner under any provisions of the Bankruptcy Act now or hereafter enacted, or if the Owner files a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts; or
- E. Fraud or misrepresentation by a purchaser in its application to Habitat whereby Habitat determines, in its sole and absolute discretion, that the purchaser of the Residential unit was not a Qualified Household.

SECTION 8. DEFAULT REMEDIES. In addition to any other remedies Habitat may have at law or equity, in the event of a Default, Habitat's remedies shall include the following:

A. Purchase Option.

- 1. Habitat shall have the option to purchase the Residential Unit for a purchase price equal to the Sale Price subject to adjustment of actual sale proceeds delivered to a selling owner as provided herein, Habitat's ability to limit appreciation as provided in this Section ("Option") and further subject to Habitat's ability to reduce proceeds as provided above.
- 2. If Habitat desires to exercise its Option, Habitat shall provide written notice to the owner of such election. Such notice shall include the purchase price and the timing for the closing of the purchase. Habitat shall use reasonable efforts to close the purchase within ninety (90) days of such notice.
- 3. Upon Habitat's purchase of the Residential Unit, unless otherwise required by law or statute, all proceeds will be applied in the following order:

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgages;
THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);
FOURTH, to the payment of the closing costs and fees;
FIFTH, to the payment of any penalties assessed against the owner by the Habitat;
SIXTH, to the repayment to Habitat of any monies advanced by Habitat in connection with a mortgage or other debt with respect to the Residential Unit, or any other payment made by Habitat on owner's behalf;
SEVENTH, to any repairs needed for the Residential Unit; and
EIGHTH, any remaining proceeds shall be paid to the owner.

If there are insufficient proceeds to satisfy the foregoing, the owner shall remain personally liable for such deficiency.

- B. Forced Sale. Habitat may require the owner to sell the Residential unit in accordance with the resale procedures set forth in these Special Restrictions. In the event of such a sale, all proceeds will be applied in the following order:

FIRST, to the payment of any unpaid taxes;
SECOND, to the payment of any Qualified Mortgages;
THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);
FOURTH, to the payment of the closing costs and fees;
FIFTH, to the payment of any penalties assessed against the owner by the Habitat;
SIXTH, to the repayment to Habitat of any monies advanced by Habitat in connection with a mortgage or other debt with respect to the Residential Unit, or any other payment made by Habitat on owner's behalf;
SEVENTH, to any repairs needed for the Residential Unit; and
EIGHTH, any remaining proceeds shall be paid to the owner.

If there are insufficient proceeds to satisfy the foregoing, the owner shall remain personally liable for such deficiency.

- C. Appointment of Habitat as Owner's Attorney-in-Fact. In the event of Habitat's exercise of its Option or election to require the Residential Unit's sale, the owner hereby irrevocably appoints Habitat as such owner's attorney-in-fact to effect any such purchase or sale on the owner's behalf and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.
- D. Limitation on Appreciation at Resale. Habitat may fix the Sale Price of a defaulting owner's Residential Unit to the Sale Price of a defaulting owner's Residential Unit as

of the date of the owner's Default (or as of such date after the Default as Habitat may determine), and in such event, the Sale Price shall cease thereafter to increase.

- E. Equitable Relief. Habitat shall have the right of specific performance of these Special Restrictions and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance. Any equitable relief provided for herein may be sought singly or in combination with such other remedies as Habitat may be entitled to, either pursuant to these Special Restrictions or under the laws of the State of Wyoming.

SECTION 9. QUALIFIED MORTGAGE.

- A. Only a mortgage which is a "Qualified Mortgage" shall be permitted to encumber the Residential Unit. A "Qualified Mortgage" is a mortgage that:
1. the principal amount of such mortgage at purchase does not exceed 100% of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed 100% of the current Sale Price as the same is determined by Habitat at the time or times any such mortgage purports to encumber the Residential Unit; and
 2. runs in favor of a "Qualified Mortgagee", defined as:
 - a. An "institutional lender" such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision; or
 - b. A "community loan fund", or similar non-profit lender to housing projects for income-eligible persons (e.g., is not given to or acquired by any individual person); or
 - c. A non-affiliated, legitimate, "finance company". In no event may such finance company be an individual or any company that is affiliated with or has any affiliation with the Owner or any family member of the Owner.
- B. Any mortgage, lien, or other encumbrance executed or recorded against the Residential Unit that is not a Qualified Mortgage shall:
1. Be deemed unsecured; and
 2. Only be personal obligation of an owner and shall not affect or burden, and shall not be enforceable against, such Residential Unit.

Additionally, the execution or recordation of such mortgage, lien, or other encumbrance shall be deemed a default hereunder and Habitat may exercise any and all of its remedies hereunder or otherwise, including without limitation its right to purchase and its right to force a sale.

- C. In the event an owner fails to make timely payment owed or otherwise breaches any of the covenants or agreements made in connection with any mortgage, lien or other encumbrance purporting to affect the Residential Unit, including without limitation a Qualified Mortgage, or fails to timely make any other payment required in connection with the Residential Unit, including without limitation, homeowner association dues and fees, assessments, payments to contractors, materialism, or other vendors for work undertaken for which a lien could be filed against the Residential Unit, or declares bankruptcy, Habitat shall have in addition to any other remedies the right to:
1. Cure such default and assume the payments and other obligations of the Owner. In such event, the Owner shall be in default of these Special Restrictions, and Habitat may exercise any and all of its remedies hereunder or otherwise, including without limitations its option to purchase and its right to force a sale. In addition to such remedies, the Owner shall also be liable to Habitat for any amounts or advances.
 2. Acquire the loan from the lender by paying the balance due together with reasonable accrued interest costs, and Habitat shall thereafter have the right to foreclose upon the Residential Unit in accordance with the mortgage and other loan documents, or take such other action as Habitat shall determine.
 3. Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to these Special Restrictions.

ANY LENDER BY ENTERING INTO A LOAN TRANSACTION WITH AN OWNER OF THE RESIDENTIAL UNIT HEREBY CONSENTS TO THE FOREGOING.

SECTION 10. TERMINATION AND MODIFICATION OF SPECIAL RESTRICTIONS.

- A. Termination Resulting from Foreclosure by a Qualified Mortgagee. These Special Restrictions as applied to the Residential Unit may be terminated by a Qualified Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgage, as follows:
1. The Qualified Mortgagee provided Habitat copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon an owner.
 2. Habitat has not exercised its rights to purchase as provided herein.

3. Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's deed (or other transfer document as approved by Habitat in its sole and absolute discretion) conveying title to a purchaser, who is not (i) the Owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to the Owner of any member of the Qualified Household, or (iv) Habitat.
4. In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to Habitat all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to the Owner of the foreclosed Residential Unit.
5. Notwithstanding the notice requirements to Habitat in this section, if a Qualified Mortgagee has failed to provide Habitat copies of all notices on intent to provide foreclosure and all notices related to the foreclosure contemporaneously with its service on an owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide Habitat, with notice of its intent to foreclose ("Mortgagee Notice to Habitat"). The Mortgagee Notice to Habitat shall include all information relevant to the Owner's default and the actions necessary to cure such default. Habitat shall have forty-five (45) days from the date of the Mortgage Notice to Habitat to exercise its Default rights hereunder. If Habitat fails to exercise its right within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

Nothing herein shall limit or restrict an owner's right of statutory redemption, in which event, if an owner redeems, these Special Restrictions shall remain in full force and effect.

B. Amendment. These Special Restrictions may be amended, in whole or in part, as follows:

1. With the written consent of the owner of the Residential Unit and Habitat.
2. Habitat may unilaterally modify these Special Restrictions (i) to provide clarification to any provisions hereto which may be unclear or subject to differing interpretations, (ii) to correct any errors identified herein (iii) where Habitat deems such modification necessary to effectuate the purposes and intent of the Special Restrictions, and where such modification does not, in Habitat's reasonable discretion, materially impair the Owner or the lender's rights.

SECTION 11. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute running with the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Residential unit, or any part thereof,

their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by Habitat.

SECTION 12. NOTICES. Any notice, consent or approval which is required to be given hereunder to an owner shall be in writing and shall be deemed given by mailing the same, certified mail, return receipt, properly addressed and with postage fully prepaid to the owner's mailing address on such owner's Buyer's Acknowledgement or such address as is on record with the Teton County Assessor. Any notice which is required to be given hereunder to Habitat shall be given by mailing the same, certified mail, return receipt requested, properly and with the postage fully prepaid to Habitat, PO Box 4194, Jackson, WY 83001. Alternatively, notice may be hand delivered, but any such hand delivery shall require a signed receipt from the owner or Habitat, respectively, evidencing the same. Failure of either party to pick up and/or sign for a certified mailing does not constitute failure to provide notice provided it was properly addressed and evidence of that mailing is retained. In the event of the mailing, notice shall be deemed given when deposited in the U.S. Mail.

SECTION 13. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 14. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter.

SECTION 15. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or is such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 16. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit, or aid in the construction or any terms or provisions contained herein.

SECTION 17. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 18. INDEMNIFICATION. Each owner shall indemnify, defend, and hold Habitat and its directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential unit, or for an owner's breach of any provision of these Special Restrictions. Each owner waives any and all such claims against Habitat.

SECTION 19. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 20. SOVEREIGN IMMUNITY. Habitat does not waive sovereign immunity by executing these Special Restrictions and retains immunity and all defenses available as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, the Declarant has executed this instrument on the _____ day of _____, 20__

DECLARANT:

Habitat for Humanity of the Greater Teton Area:

Patty Lummis, President

STATE OF Wyoming)
)ss.
COUNTY OF Teton)

On the _____ day of _____, 20__, the foregoing instrument was acknowledged before me by _____, as _____ of _____.

Witness my hand and official seal.

(Seal)

Notary Public

TOWN OF JACKSON:

Peter Muldoon, Mayor

ATTEST

Roxanne Robinson DeVries, Assistant Town Clerk

JACKSON TETON COUNTY AFFORDABLE HOUSING DEPARTMENT

(Acknowledgement as to form)

Stacy A. Stoker, Housing Manager

STATE OF Wyoming)
)ss.
COUNTY OF Teton)

On the _____ day of _____, 20__, the foregoing instrument was acknowledged before me by Stacy A. Stoker, as Housing Manager of the Jackson Teton County Affordable Housing Department.

Witness my hand and official seal.

(Seal)

Notary Public

CERTIFICATE OF SURVEYOR

State of Wyoming)
County of Teton)Ss
Town of Jackson)

I, Todd Cedarholm, a Wyoming Professional Land Surveyor, do hereby certify that this plat was made from notes taken during a field survey performed by me and others under my supervision from May, 2017, through March, 2018, and from records available in the Office of the Clerk of Teton County, Wyoming;

That the plat correctly represents THE GROVE CONDOMINIUMS PHASE THREE FIRST FILING ADDITION TO THE TOWN OF JACKSON, a condominium subdivision of that "Adjusted Parcel B" of record in Book 787 of Photo, Pages 739-740, and as shown on that Map No. T-58D, located in the NW1/4SW1/4 of Section 33, T41N, R116W, 6th P.M., Teton County, Wyoming, further described as follows:

BEGINNING at the northwest corner of said Adjusted Parcel B where is found a 5/8 inch diameter steel rebar with an aluminum cap inscribed "PLS 6447", said point bears S 88°57'06"E, 415.69 feet from the Quarter Corner common to said Section 33 and Section 32, T41N, R116W, 6th P.M.;

THENCE along the northerly line of said Adjusted Parcel B, S 88°57'06" E, 145.12 feet to the northeast corner of said Adjusted Parcel B where is found a 5/8 inch diameter steel rebar with an aluminum cap inscribed "PLS 5388";

THENCE along the easterly line of said Adjusted Parcel B, S 00°15'18" W, 599.77 feet to the southeast corner of said Adjusted Parcel B where is found a 5/8 inch diameter steel rebar with an aluminum cap inscribed "PLS 8469";

THENCE along the southerly line of said Adjusted Parcel B, N 88°55'33" W, 145.30 feet to the southwest corner of said Adjusted Parcel B where is found a 5/8 inch diameter steel rebar with an aluminum cap inscribed "PLS 8469";

THENCE following the westerly boundary of said Adjusted Parcel B through the following courses, N 00°16'26" E, 199.75 feet to a 5/8 inch diameter steel rebar with an aluminum cap inscribed "PLS 3831", S 89°20'44" E, 28.21 feet to a 5/8 inch diameter steel rebar with an aluminum cap inscribed "PLS 6447";

N 01°01'44" E, the basis of bearing for this description, 199.94 feet to a 5/8 inch diameter steel rebar with an aluminum cap inscribed "PLS 6447", N 88°58'55" W, 30.82 feet to a 5/8 inch diameter steel rebar; N 00°15'42" E, 199.81 feet to the POINT OF BEGINNING;

Said parcel ENCOMPASSES an area of 1.86 acres, more or less;

That The Grove Condominiums Phase Three First Filing Addition to the Town of Jackson is an affordable housing subdivision;

That, to the best of my belief and knowledge, the dimensions of the boundary, General Common Elements, Limited Common Elements, and individual Airspace Units of The Grove Condominiums Phase Three First Filing Addition to the Town of Jackson are correctly shown on this plat, and are derived from data collected during field surveys performed by On Sight Land Surveyors, Inc. under my direction during May, 2017 through March, 2018, and from architectural plans prepared by Workshop Collaborative of Jackson, Wyoming;

That there are no surface water rights appurtenant to the foregoing subdivision;

TOGETHER WITH and SUBJECT TO Covenants, Conditions and Restrictions and any easements, rights-of-way or encumbrances of sight and/or record, including, but not limited to those shown hereon;

All points and corners will be monumented as shown hereon by December 31, 2018;

Todd Cedarholm
Wyoming Professional Land Surveyor No. 6447

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by Todd Cedarholm on this _____ day of _____, 2018.
Witness my hand and official seal.

Notary Public

My commission expires:

CERTIFICATE OF ENGINEER

State of Wyoming)
County of Teton)Ss
Town of Jackson)

I, Thomas Kirsten, of Jackson, Wyoming, do hereby certify that I am a licensed Wyoming Engineer, and hereby certify that the extensions of the water distribution system and sewage collection systems of the Town of Jackson designed to serve the foregoing subdivision meet all applicable Federal, State and Town of Jackson requirements and standards, and that said systems will be adequate and safe, providing that said systems are constructed as designed and operated and maintained correctly.

Thomas Kirsten
Wyoming Professional Engineer No. 6821

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by Thomas Kirsten on this _____ day of _____, 2018.
Witness my hand and official seal.

Notary Public

My commission expires:

CERTIFICATE OF OWNER

State of Wyoming)
County of Teton) ss.
Town of Jackson)

The undersigned, acting for and on behalf of the Jackson/Teton County Housing Authority, a duly constituted Regional Housing Authority established by Teton County and the Town of Jackson, Wyoming pursuant to Wyoming Statute 15-10-116 formerly known as Teton County Housing Authority, a duly constituted Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. 15-10-116, as amended, owner and proprietor of Adjusted Parcel B, a parcel of record in the Office of the Clerk of Teton County, Wyoming, depicted on that Map of Survey No. T-58D entitled MINOR BOUNDARY ADJUSTMENT BETWEEN PROPERTIES OF TETON COUNTY HOUSING AUTHORITY, does hereby certify:

that the lands contained within said Adjusted Parcel B, more particularly described in the Certificate of Surveyor on this plat, are hereby subdivided and that the foregoing subdivision of said lands as shown on this plat is with the free consent and in accordance with the desires of said undersigned owner;

that the name of the foregoing subdivision shall be THE GROVE CONDOMINIUMS PHASE THREE FIRST FILING ADDITION TO THE TOWN OF JACKSON;

that the foregoing subdivision is in accordance with the Master Plan and Final Development Plan approvals as more specifically detailed in the Certificate of Approval on this plat and is subject to the terms and conditions thereof;

that the foregoing subdivision is SUBJECT TO the following of record in said Office:

that easement for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc. of record in Book 24 of Photo, Page 145; and that Vacation of Utility Easement of record in Book 915 of Photo, Page 485, records of Teton County, Wyoming;

that easement for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc. of record in Book 53 of Photo, Page 95, records of Teton County, Wyoming;

that easement for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc. of record in Book 78 of Photo, Page 504, records of Teton County, Wyoming;

that easement for telecommunications to US West Communications of record in Book 276, Pages 156-157, records of Teton County, Wyoming;

that restrictive covenant in that Warranty Deed of record in Book 555 of Photo, Pages 246-247, records of Teton County, Wyoming;

that Affidavit and Agreement between the Town of Jackson, et al., Relating to a Planned Mixed Use Development Master Plan Pursuant to Ordinance No. 680, Section 2325 of the Town of Jackson Land Development Regulations of record in Book 672 of Photo, Pages 751-777, records of Teton County, Wyoming;

that Memorandum of Understanding between Teton County, Wyoming, and the Town of Jackson in Regards to Funds Appropriated to Town of Jackson from Teton County for the Town of Jackson to Purchase the "Grove" of record in Book 758 of Photo, Pages 1034-1039, records of Teton County, Wyoming;

that Affidavit and Agreement between the Town of Jackson, et al., Relating to a Planned Mixed Use Development Master Plan Pursuant to Ordinance No. 680, Section 2325 of the Town of Jackson Land Development Regulations of record in Book 795 of Photo, Pages 1050-1053, records of Teton County, Wyoming;

that Affidavit of Acknowledgement and Acceptance of Boundary Adjustment of record in Book 869 of Photo, Pages 746-748, records of Teton County, Wyoming;

that Development Agreement of record in Book 873 of Photo, Pages 26-34, records of Teton County, Wyoming;

that Map of Survey T-58D for Minor Boundary Adjustment Between Properties of Teton County Housing Authority, records of Teton County, Wyoming;

that Installation and Service Agreement of record in Book 912 of Photo, Pages 815-819, records of Teton County, Wyoming;

that Electric Distribution Easement to Lower Valley Energy, Inc. of record in Book 915 of Photo, Pages 478-480, records of Teton County, Wyoming;

those Declarations of Easement, Access, Utilities and Drainage of record in Book 920 of Photo, Page 602; Book 920 of Photo, Page 610; and Book 920 of Photo, Page 616, records of Teton County, Wyoming;

that Temporary Construction Easement of record in Book 944 of Photo, Pages 1115-1121, records of Teton County, Wyoming;

that the foregoing subdivision is SUBJECT TO that Condominium Declaration for The Grove of record in Book 920 of Photo, Pages 624-667, and that First Amendment to the Condominium Declaration for the Grove of record in Book 924 of Photo, Pages 671-674, records of Teton County, Wyoming;

that the foregoing subdivision shall be made SUBJECT TO the following to be recorded concurrently with this plat in said Office:

the Amended and Restated Condominium Declaration for The Grove;

the Special Restrictions for Affordable Housing Known As The Grove Condominiums Phase Three;

that by said Amended and Restated Condominium Declaration for The Grove, the undersigned owner has granted certain easements in the foregoing subdivision to each owner of a unit within this subdivision, to The Grove Condominiums Homeowners' Association, to all providers of utilities to the foregoing subdivision, and to the owners of units of The Grove Condominiums Phase Two; and further that by said Amended and Restated Condominium Declaration said owner has reserved certain rights related to easements within the foregoing subdivision.

JACKSON/TETON COUNTY HOUSING AUTHORITY,
a duly constituted Regional Housing Authority established by Teton County and the Town of Jackson, Wyoming pursuant to W.S. 15-10-116 formerly known as Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming, pursuant to W.S. 15-10-116, as amended

April Norton, Housing Director
Jackson/Teton County Housing Authority

The foregoing instrument was acknowledged before me by April Norton, Housing Director of the Jackson/Teton County Housing Authority, a duly constituted Regional Housing Authority established by Teton County and the Town of Jackson, Wyoming pursuant to W.S. 15-10-116 formerly known as Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. 15-10-116, as amended, this _____ day of _____, 2018.

WITNESS my hand and official seal.

Notary Public

My commission expires:

CERTIFICATE OF APPROVAL

State of Wyoming)
County of Teton) ss.
Town of Jackson)

Pursuant to Section 15-1-415 Wyoming Statutes, and the pertinent Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, THE GROVE CONDOMINIUMS PHASE THREE FIRST FILING ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council on the _____ day of _____, 2018;
SUBJECT TO the condition that the foregoing subdivision is in conformity with, and in compliance with, the terms and conditions of the Snow King/Scott Lane Planned Mixed-Use Development (PMD) Master Plan and Final (Major) Development Plan (P06-091) approved by the Jackson Town Council on January 15, 2007 and extended or amended in accordance with the following: that Extension to said Master Plan and Final Development Plan (P11-013) approved by said Council on April 18, 2011 and memorialized in that Affidavit and Agreement of record in the Office of the Clerk of Teton County, Wyoming in Book 795 of Photo, Pages 1050-1053; that Amendment to said Master Plan and Final Development Plan (P13-063) approved by said Council on December 16, 2013; that Planned Unit Development (PUD) and Final (Intermediate) Development Plan (P13-064) approved by said Council on December 16, 2013; that Minor Deviation to the Planned Mixed Use Development/Final (Major) Development Plan (PMD/FDP) and Planned Unit Development/Final (Intermediate) Development Plan (PUD/FDP) (P15-036) approved by the Town of Jackson Planning Director on June 5, 2015; and that Minor Deviation to the Planned Mixed Use Development/Final (Major) Development Plan (PMD/FDP) and Planned Unit Development/Final (Intermediate) Development Plan (PUD/FDP) (P15-074) approved by said Planning Director on August 18, 2015.

Attest: TOWN OF JACKSON

Sandy Birdshaw
Town Clerk

Pete Muldoon
Mayor

Brian Lenz
Town Engineer

Tyler Sinclair
Planning Director

The foregoing instrument was acknowledged before me by Pete Muldoon, Mayor, this _____ day of _____, 2018.

WITNESS my hand and official seal.

Notary Public
My commission Expires:

The foregoing instrument was acknowledged before me by Sandy Birdshaw, Town Clerk, this _____ day of _____, 2018.

WITNESS my hand and official seal.

Notary Public
My commission Expires:

The foregoing instrument was acknowledged before me by Brian Lenz, Town Engineer, this _____ day of _____, 2018.

WITNESS my hand and official seal.

Notary Public
My commission Expires:

The foregoing instrument was acknowledged before me by Tyler Sinclair, Planning Director, this _____ day of _____, 2018.

WITNESS my hand and official seal.

Notary Public
My commission Expires:

GENERAL NOTES:

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER DISTRIBUTION SYSTEM, SEWAGE COLLECTION AND TREATMENT SYSTEMS, AND STORM DRAINAGE COLLECTION SYSTEM. HOWEVER, THE OWNERSHIP OF AND MAINTENANCE RESPONSIBILITY FOR THE WATER DISTRIBUTION SYSTEM, SEWAGE COLLECTION SYSTEM, AND STORM DRAINAGE SYSTEM FOR THIS SUBDIVISION WILL REST WITH THE GROVE CONDOMINIUMS HOMEOWNERS' ASSOCIATION AS INDICATED IN THE CONDOMINIUM DECLARATION FOR THE GROVE CONDOMINIUMS.

NO PUBLIC MAINTENANCE OF WATER DISTRIBUTION SYSTEM, SEWAGE COLLECTION SYSTEM, AND STORM DRAINAGE COLLECTION SYSTEM

ACCORDING TO PANELS 2906D AND 2907D OF THE TETON COUNTY, WYOMING, AND INCORPORATED AREAS FLOOD INSURANCE RATE MAP (FIRM) WITH EFFECTIVE DATE OF SEPTEMBER 16, 2015, PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), THIS SUBDIVISION LIES WITHIN ZONE X, AREAS DETERMINED TO OUTSIDE THE 0.2% (500-YEAR FLOOD) ANNUAL CHANCE FLOODPLAIN.

NO PUBLIC MAINTENANCE OF TIMBER ROAD. TIMBER ROAD SHALL BE MAINTAINED BY THE GROVE CONDOMINIUMS HOMEOWNERS' ASSOCIATION. THE TOWN OF JACKSON IS UNDER NO OBLIGATION TO CONSTRUCT, REPAIR, OR MAINTAIN ANY ROADS WITHIN THIS SUBDIVISION.

THE BUILDINGS OF THE FOREGOING SUBDIVISION ARE PROTECTED BY APPROVED INTERIOR FIRE SPRINKLER SYSTEMS.

UNDER CURRENT TOWN OF JACKSON REGULATIONS, AND THE APPROVED FINAL DEVELOPMENT PLAN, NO FURTHER SUBDIVISION OF THE LANDS OR UNITS OF THIS SUBDIVISION IS ALLOWED.

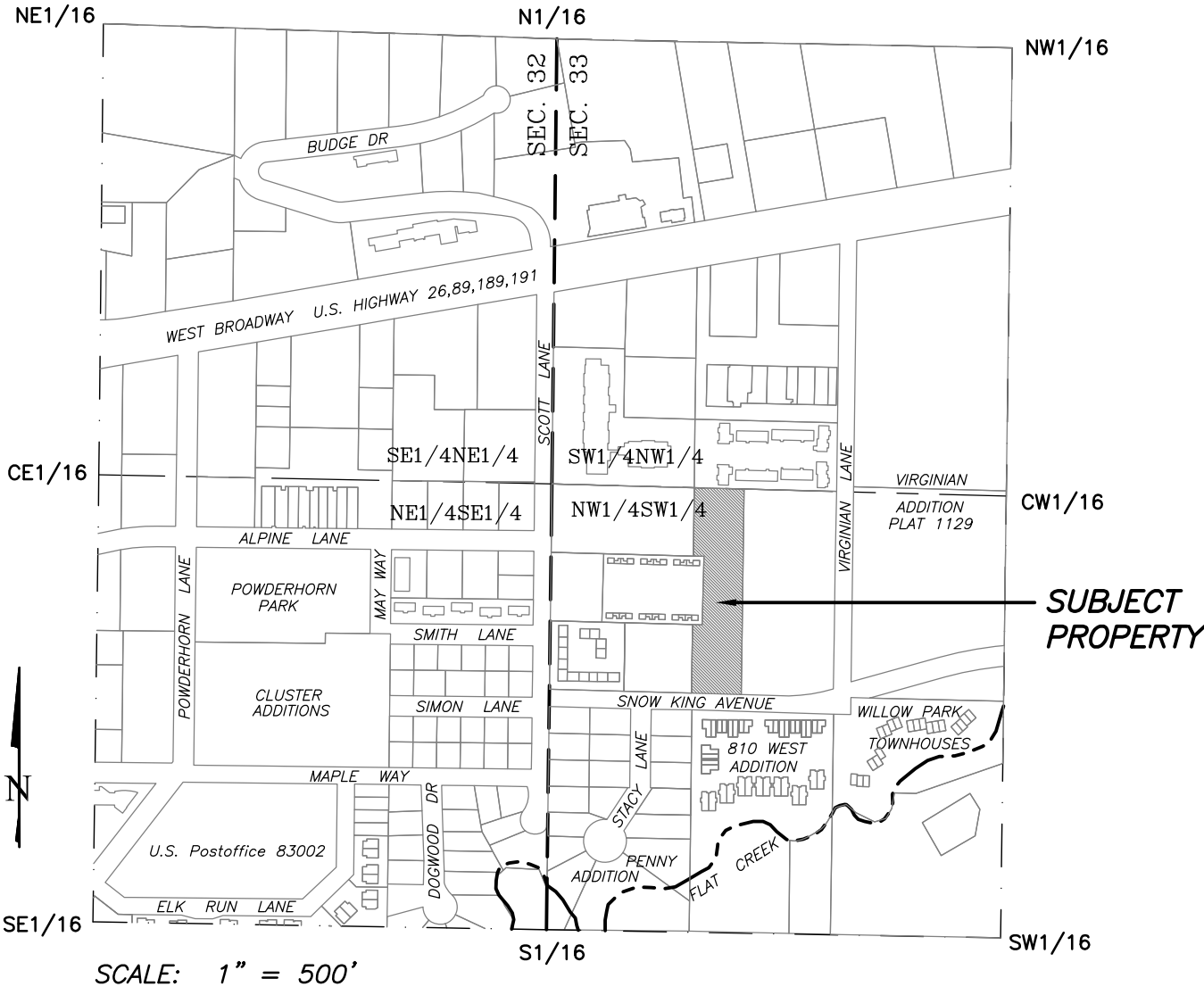
THE UNITS IN THIS SUBDIVISION ARE PERMANENTLY DEED-RESTRICTED FOR AFFORDABLE HOUSING.

SELLER DOES NOT WARRANT TO THE PURCHASER THAT HE OR SHE SHALL HAVE ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE SUBDIVISION.

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF ANY STREAM OR RIVER FOR PERSONS LIVING ON THE BANKS OF THE STREAM OR RIVER.

THE SURFACE ESTATE OF THE LAND TO BE SUBDIVDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.

VICINITY MAP
SHOWING PART OF
SE1/4NE1/4 & NE1/4SE1/4 SECTION 32
SW1/4NW1/4 & NW1/4SW1/4 SECTION 33
T41N, R116W, 6TH P.M.
TOWN OF JACKSON
TETON COUNTY, WYOMING



OWNER
JACKSON/TETON COUNTY HOUSING AUTHORITY
P.O. BOX 714
JACKSON, WY 83001
(307) 732-0867

APPLICANT
HABITAT FOR HUMANITY OF THE GREATER TETON AREA
P.O. BOX 4194
JACKSON, WY 83001
(307) 734-0828

SURVEYOR
ON SIGHT LAND SURVEYORS, INC.
P.O. BOX 12290
JACKSON, WY 83002
(307) 734-6131

ENGINEER
JORGENSEN ASSOCIATES, P.C.
P.O. BOX 9550
JACKSON, WY 83002
(307) 733-5150

NUMBER OF UNITS: 8 CONDOMINIUM UNITS

TOTAL PROJECT ACREAGE: 1.86 ACRES

PREPARATION DATE: AUGUST 8, 2018

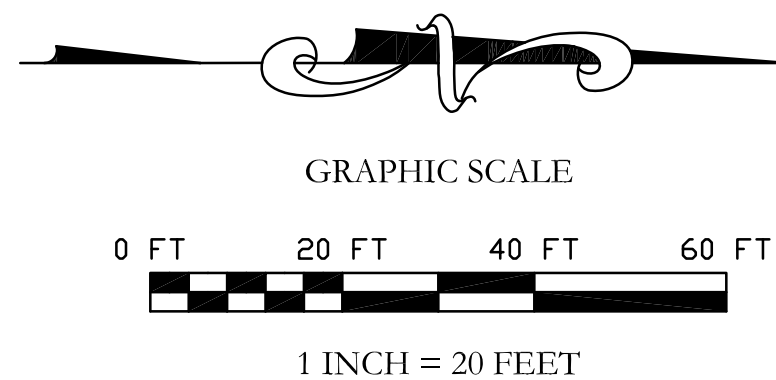
FINAL REVISION DATE:

FINAL PLAT
THE GROVE CONDOMINIUMS PHASE THREE
FIRST FILING
ADDITION TO THE TOWN OF JACKSON
(AN AFFORDABLE HOUSING CONDOMINIUM SUBDIVISION)
BEING IDENTICAL WITH
ADJUSTED PARCEL B OF MAP T-58D
LOCATED WITHIN
NW1/4SW1/4 SECTION 33
T41N, R116W, 6TH P.M.
TOWN OF JACKSON
TETON COUNTY, WYOMING

SHEET 1 OF 4
CERTIFICATES

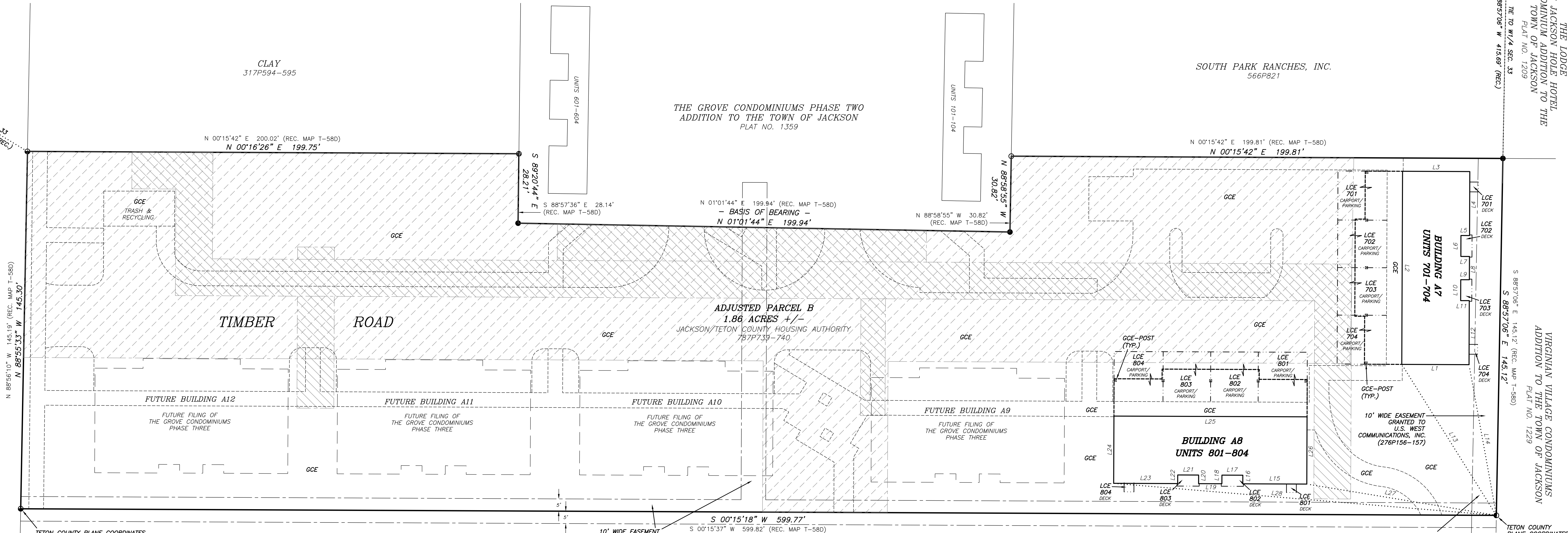


155 West Gill Ave.
P.O. Box 12290
Jackson, WY 83002
(307) 734-6131



SNOW KING AVENUE

REF TO S1/16 S-3205.33
S 31°05'36" W 606.54' (REC.)



LEGEND

- INDICATES A 5/8 INCH DIAMETER STEEL REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS 5368" FOUND THIS SURVEY
- INDICATES A 5/8 INCH DIAMETER STEEL REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS 3831" FOUND THIS SURVEY
- INDICATES A 5/8 INCH DIAMETER STEEL REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS 8469" FOUND THIS SURVEY
- INDICATES A 5/8 INCH DIAMETER STEEL REBAR FOUND THIS SURVEY
- INDICATES A 5/8 INCH DIAMETER STEEL REBAR WITH AN ALUMINUM CAP INSCRIBED "PLS 6447" SET THIS SURVEY

- EXTERIOR BOUNDARY OF PROPERTY
- EXTERIOR BOUNDARY OF CONDOMINIUM BUILDING AT GROUND LEVEL
- EXTERIOR BOUNDARY OF CONDOMINIUM BUILDING SECOND LEVEL (CARPORT BELOW)
- FUTURE CONDOMINIUM BUILDING
- ADJACENT LOT LINE
- EASEMENT
- LIMITED COMMON ELEMENT
- EDGE OF HARDSCAPE
- TIE LINE

ADDITIONAL EASEMENTS:

- EASEMENT FOR ACCESS, UTILITIES AND DRAINAGE GRANTED BY JACKSON TETON COUNTY HOUSING AUTHORITY (920P616-622)
- ELECTRIC DISTRIBUTION EASEMENT GRANTED TO LOWER VALLEY ENERGY BY TETON COUNTY HOUSING AUTHORITY (915P478-480)

TETON COUNTY, WYOMING
(TETON COUNTY LIBRARY)
236P249-250

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 00°14'20" E	27.33'
L2	N 89°45'40" W	78.50'
L3	N 00°14'20" E	27.33'
L4	S 89°45'40" E	26.02'
L5	S 00°14'20" W	3.50'
L6	S 89°45'40" E	8.50'
L7	N 00°14'20" E	3.50'
L8	S 89°45'40" E	9.46'
L9	S 00°14'20" W	3.50'
L10	S 89°45'40" E	8.50'
L11	N 00°14'20" E	3.50'
L12	S 89°45'40" E	26.02'
L13	S 89°45'18" W	72.42'
L14	S 79°43'09" W	62.26'
L15	S 00°13'29" W	26.02'
L16	N 89°46'51" W	3.50'
L17	S 00°13'29" W	8.50'
L18	S 89°46'51" E	3.50'
L19	S 00°13'29" W	9.46'
L20	N 89°46'51" W	3.50'
L21	S 00°13'29" W	8.50'
L22	S 89°46'51" E	3.50'
L23	S 00°13'29" W	26.02'
L24	N 89°46'51" W	27.33'
L25	N 00°13'29" E	78.50'
L26	S 89°46'51" E	27.33'
L27	S 09°22'55" W	78.08'
L28	S 04°47'18" W	156.08'

PROJECT SUMMARY

BUILDING A7 FOOTPRINT = 2086 SQ.FT./0.048 AC
BUILDING A8 FOOTPRINT = 2086 SQ.FT./0.048 AC
TOTAL SUBDIVISION AREA = 1.86 ACRES

SQUARE FOOTAGE OF CONDOMINIUM UNITS:

BUILDING A7
UNIT 701 = 1,273 SQ.FT.
UNIT 702 = 1,275 SQ.FT.
UNIT 703 = 1,275 SQ.FT.
UNIT 704 = 1,273 SQ.FT.

BUILDING A8
UNIT 801 = 1,273 SQ.FT.
UNIT 802 = 1,275 SQ.FT.
UNIT 803 = 1,275 SQ.FT.
UNIT 804 = 1,273 SQ.FT.

NOTE:

CONDOMINIUM UNITS AND LIMITED COMMON ELEMENTS ARE DIMENSIONED ON SHEETS 3 & 4

FINAL PLAT
THE GROVE CONDOMINIUMS PHASE THREE
FIRST FILING
ADDITION TO THE TOWN OF JACKSON
(AN AFFORDABLE HOUSING CONDOMINIUM SUBDIVISION)

BEING IDENTICAL WITH
ADJUSTED PARCEL B OF MAP T-58D
LOCATED WITHIN
NW1/4SW1/4 SECTION 33
T41N, R116W, 6TH P.M.
TOWN OF JACKSON
TETON COUNTY, WYOMING

SHEET 2 OF 4
SUBDIVISION OVERVIEW

[illegible][illegible]

18.98' 18.98' 18.98' 18.98'

0.71' 0.46' 0.46' 0.46'

13.44' 13.44' 13.44' 13.44'

UNIT 701 UNIT 702 UNIT 703 UNIT 704

6173.7 18.98' 6173.7 18.87' 6173.7 18.87' 6173.7 18.98'

1.08' 1.08' 1.08' 1.08'

18.98' 18.87' 18.87' 18.98'

0.71' 0.46' 0.46' 0.46'

9.10' 9.10' 9.10' 9.10'

UNIT 701 UNIT 702 UNIT 703 UNIT 704

6163.5 18.98' 6163.5 18.87' 6163.5 18.87' 6163.5 18.98'

0.71' 0.46' 0.46' 0.46'

9.10' 9.10' 9.10' 9.10'

Site plan of the proposed 4-unit building. The plan shows four units, each with a carport/parking space. Dimensions are provided for unit widths, carport widths, and setbacks. A note indicates finished grade slopes westerly away from the building.

Unit	Unit Width	Carport/Parking Width	Setback (Front)	Setback (Side)	Setback (Rear)
UNIT 701	18.98'	19.92'	9.77'	13.44'	18.98'
UNIT 702	18.87'	19.33'	9.77'	13.44'	18.87'
UNIT 703	18.87'	19.33'	9.77'	13.44'	18.87'
UNIT 704	18.98'	19.92'	9.77'	13.44'	18.98'

* FINISHED GRADE SLOPES WESTERLY AWAY FROM THE BUILDING; HEIGHT OF LCE VARIES ACCORDINGLY

Architectural floor plan of the second floor of the building, showing three units (UNIT 701, UNIT 702, and UNIT 703) and their respective stairwells. The plan includes dimensions for room areas, stairwells, and setbacks. Key features include a ramp labeled 'GCE' with a 41.65° slope, a 'LCE 701 CARPORT/PARKING' area, and a 'LCE 701 DECK'. The plan also shows a 'SIDEWALK' and a 'STAIRWELL' for UNIT 701. Dimensions are provided in feet and inches, with some areas in square feet (e.g., 3.13' x 2.54').

[illegible]

LEGEND

NOTE: The following terminology is in accordance with the Condominium Ownership Act, Wyoming Statutes, Section 34-20-101 through 34-20-104.

UNIT 701 INDICATES THE UNIT NUMBER DEFINING THE INDIVIDUAL AIR SPACE UNIT

→ ← 0.46' INDICATES THE DIMENSION BETWEEN THE UNFINISHED EXTERIOR WALL AND THE BOUNDARY OF THE AIR SPACE UNIT OR BETWEEN BOUNDARIES OF ADJACENT AIR SPACE UNITS

18.98' INDICATES AN AIR SPACE UNIT DIMENSION

C C' LINE AND LABEL OF CROSS-SECTION

◆ 9.10' *CEILING HEIGHT*

_____ EXTERIOR FACE OF BUILDING

_____ BOUNDARY OF AIR SPACE UNIT

----- EDGE OF HARDSCAPE (SIDEWALK)

----- LIMITED COMMON ELEMENT

----- APPROXIMATE FINISHED GRADE

Architectural floor plan of the third floor of the building, showing three units (UNIT 703) and their associated stairwells. The plan includes dimensions for unit areas, stairwell areas, and setbacks. Key features include:

- UNIT 703 (Top):** Dimensions 45.70' x 6173.7'. Stairwell dimensions 3.13' x 2.54'.
- UNIT 703 (Middle):** Dimensions 45.08' x 6173.7'. Stairwell dimensions 3.13' x 2.29'.
- UNIT 703 (Bottom):** Dimensions 45.08' x 6163.5'. Stairwell dimensions 3.13' x 2.29'.
- Stairwells:** Dimensions 3.13' x 2.54' and 3.13' x 2.29'.
- Setbacks:** 7.34', 12', 1.08', 19.38', 19.09', and 4.77'.
- Other Features:** CARPORT/PARKING, DECK, and various setbacks (E, GCE, LCE).

Architectural floor plan of the second floor of the building, showing three units: LCE 704, Unit 704, and LCE 704 Deck. The plan includes dimensions for walls, stairs, and overall unit size. Unit 704 is centrally located and includes a stairwell. LCE 704 is to the left, and LCE 704 Deck is to the right. A sidewalk runs along the bottom edge.

UNIT 704

Overall dimensions: 41.71' (top), 14.64' (right), 19.00' (bottom), 19.09' (left).
 Internal dimensions: 15.16' (left), 1.08' (top), 1.08' (right), 1.08' (bottom).
 Stairwell: 41.08' (top), 3.13' x 2.54' (middle), 19.38' (bottom).
 Stairwell dimensions: 4.62' (left), 3.13' (right), 3.13' (bottom).
 Stairwell opening: 0.29' (top), 9.10' (left), 9.10' (right).

LCE 704

Overall dimensions: 19.00' (bottom), 19.09' (right).
 Stairwell: 3.13' x 2.16' (bottom).
 Stairwell dimensions: 3.13' (left), 3.13' (right).

UNIT 704

Overall dimensions: 19.09' (bottom), 8.163.5' (right).
 Stairwell: 19.09' (bottom).

LCE 704 DECK

Overall dimensions: 3.71' (bottom).

SIDWALK

Overall dimensions: 19.00' (bottom).

On Sight
LAND SURVEYORS, INC.

155 West Gill Ave.
P.O. Box 12290
Jackson, WY 83002
(307) 734-6131

Project No. 22-41-16-33-3 22-41-16-33-3_fp1.dwg 08/08/2018

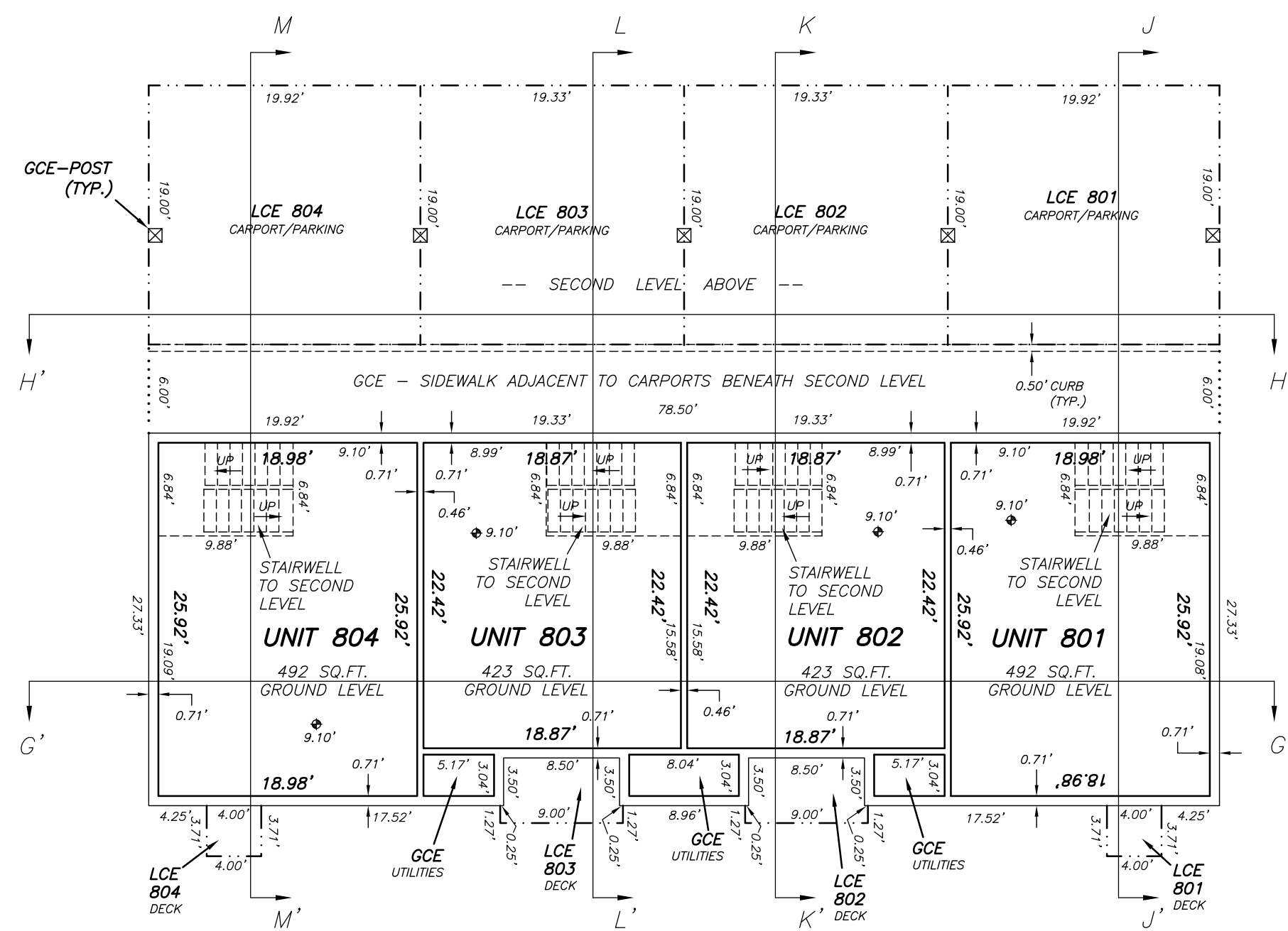
FINAL PLAT
THE GROVE CONDOMINIUMS PHASE THREE
FIRST FILING
ADDITION TO THE TOWN OF JACKSON
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BEING IDENTICAL WITH
ADJUSTED PARCEL B OF MAP T-58D

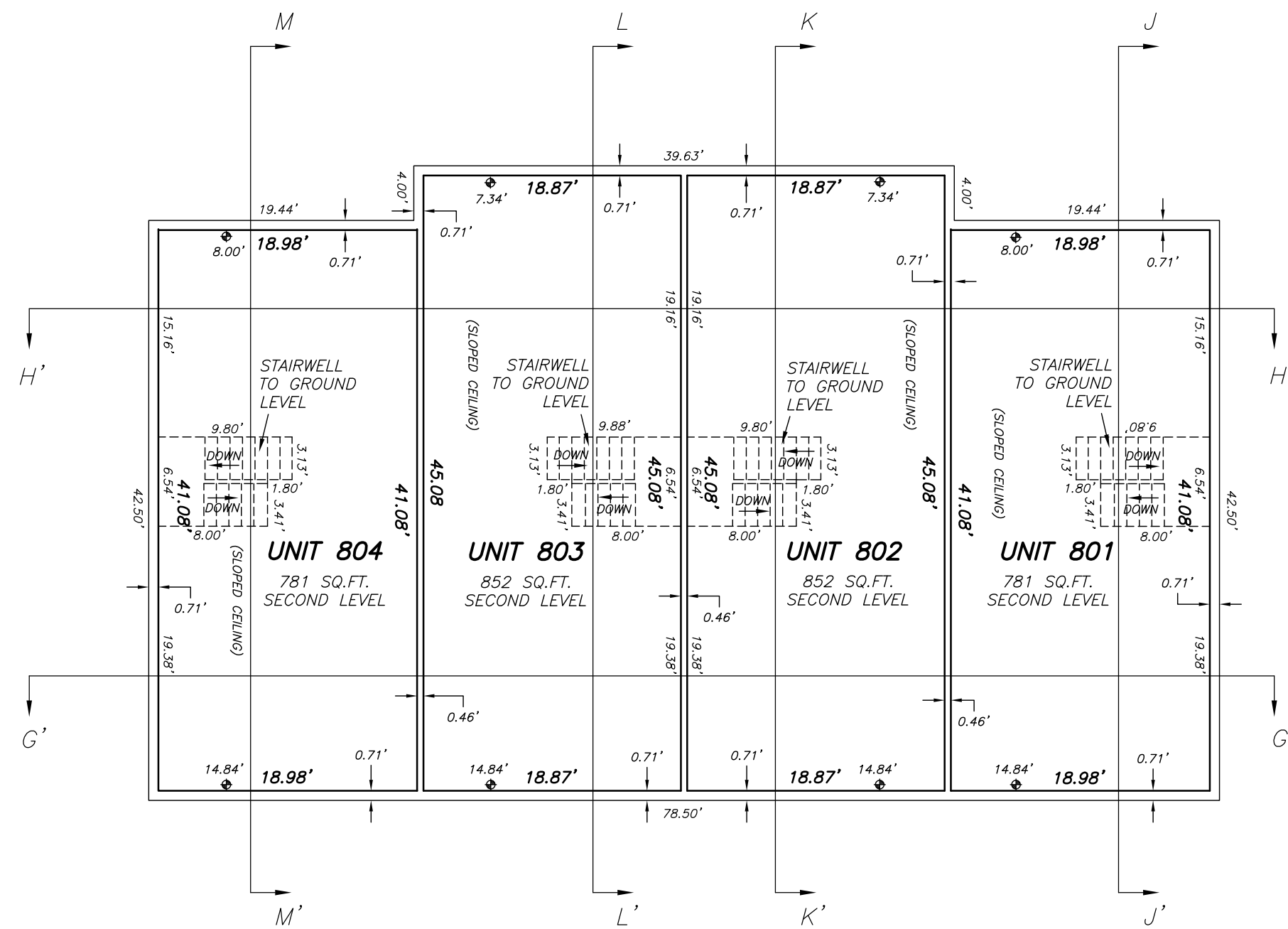
LOCATED WITHIN
NW1/4SW1/4 SECTION 33
T41N, R116W, 6TH P.M.
TOWN OF JACKSON
TETON COUNTY, WYOMING

SHEET 3 OF 4
BUILDING A7

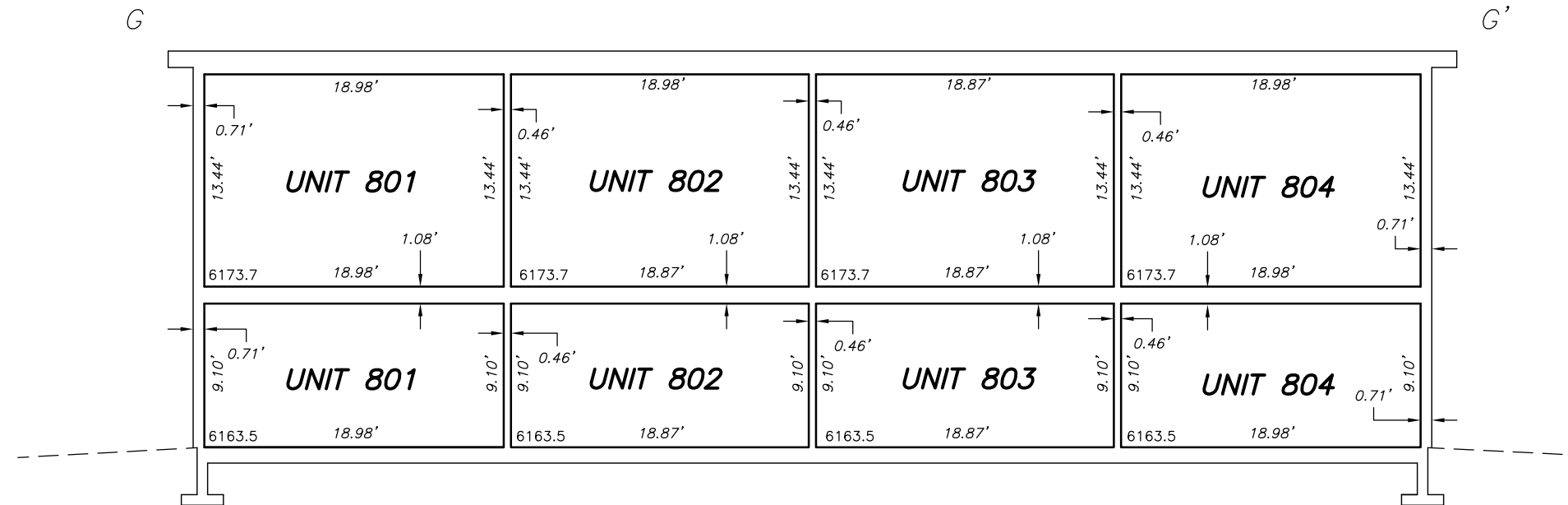
-- BUILDING A8 --
PLAN VIEW - GROUND LEVEL



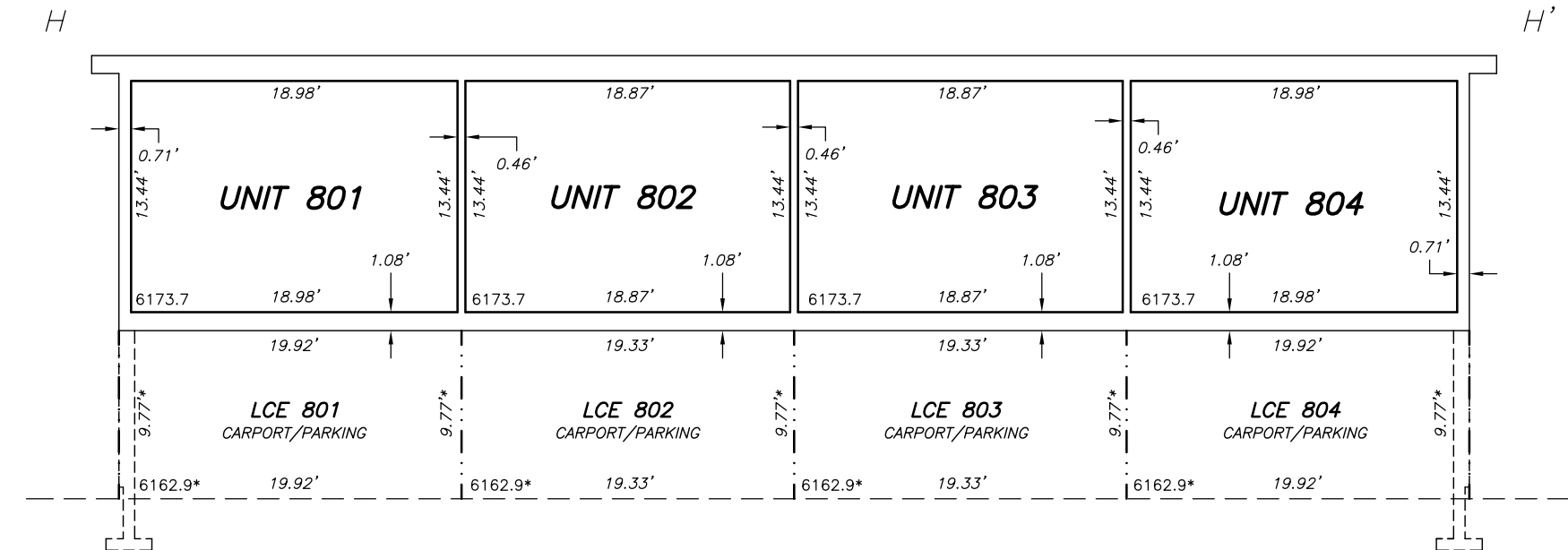
-- BUILDING A8 --
PLAN VIEW - SECOND LEVEL



CROSS-SECTION G-G'

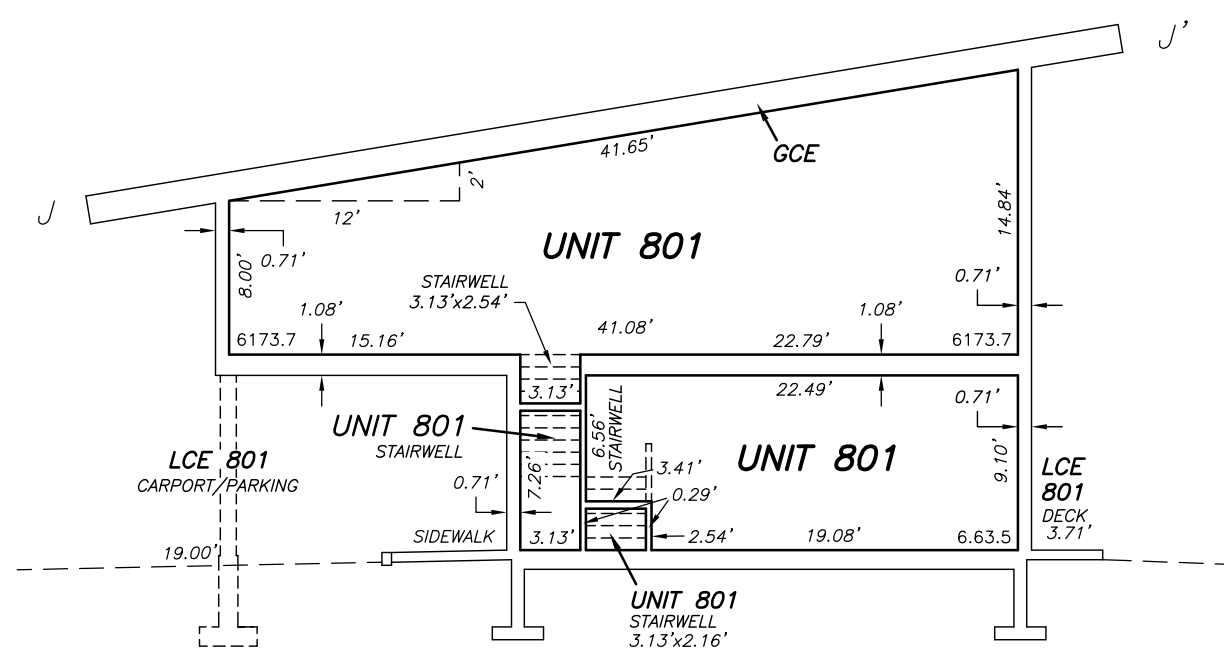


CROSS-SECTION H-H'

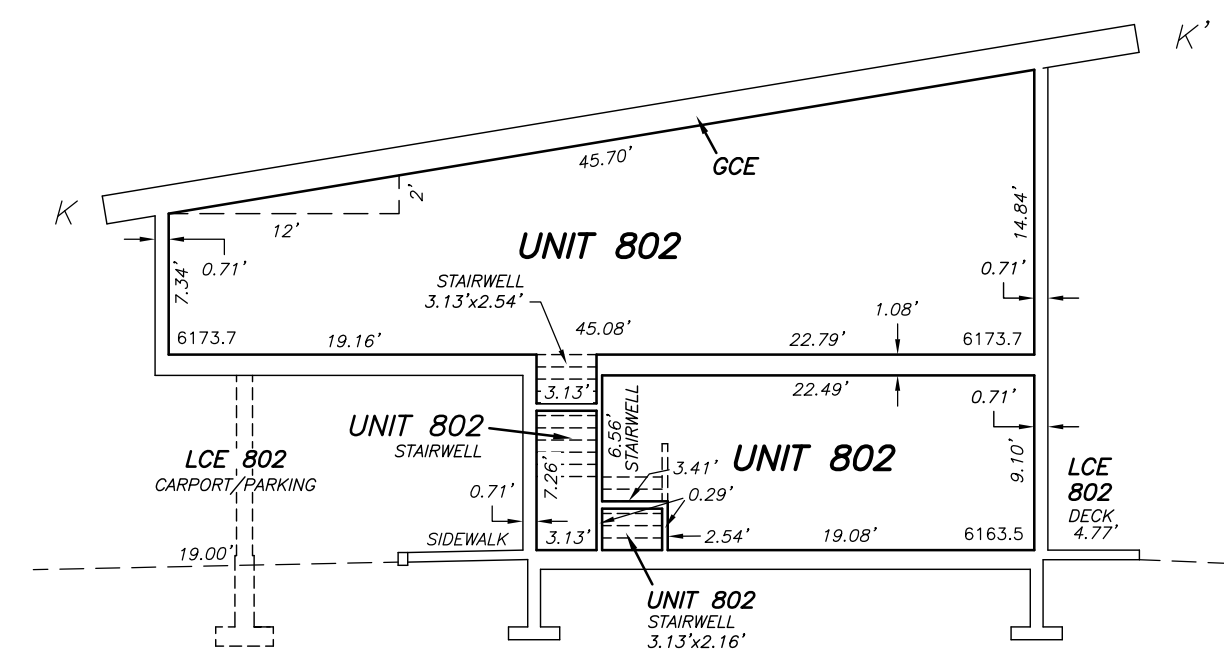


* FINISHED GRADE SLOPES WESTERLY AWAY FROM THE BUILDING; HEIGHT OF LCE VARIES ACCORDINGLY

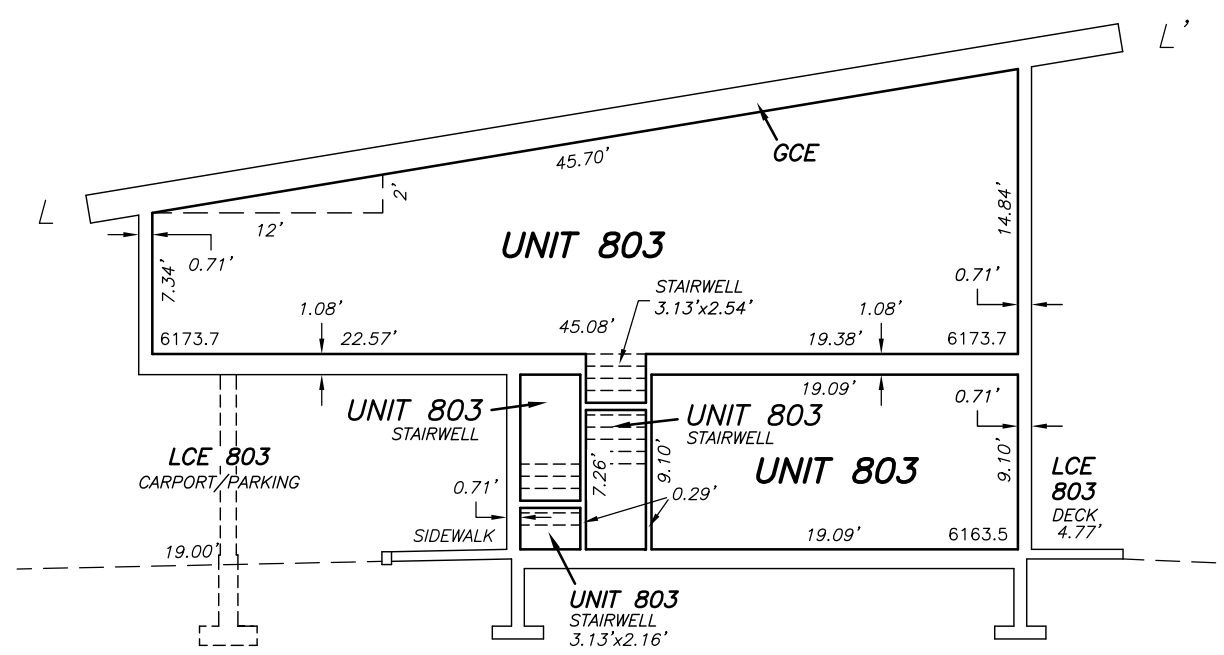
CROSS-SECTION J-J'



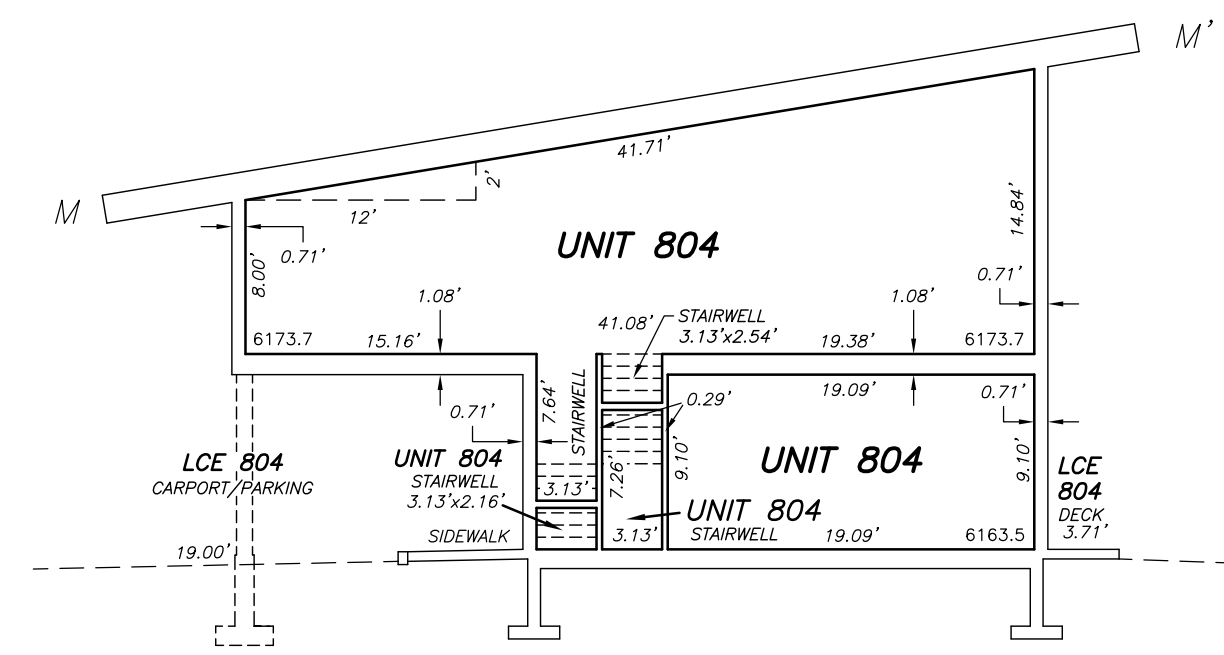
CROSS-SECTION K-K'



CROSS-SECTION L-L'



CROSS-SECTION M-M'



LEGEND

NOTE: The following terminology is in accordance with the Condominium Ownership Act, Wyoming Statutes, Section 34-20-101 through 34-20-104.

UNIT 801 INDICATES THE UNIT NUMBER DEFINING THE INDIVIDUAL AIR SPACE UNIT

--- 0.46' --- INDICATES THE DIMENSION BETWEEN THE UNFINISHED EXTERIOR WALL AND THE BOUNDARY OF THE AIR SPACE UNIT OR BETWEEN BOUNDARIES OF ADJACENT AIR SPACE UNITS

18.98' INDICATES AN AIR SPACE UNIT DIMENSION

LINE AND LABEL OF CROSS-SECTION

9.10' CEILING HEIGHT

EXTERIOR FACE OF BUILDING

BOUNDARY OF AIR SPACE UNIT

EDGE OF HARDSCAPE (SIDEWALK)

LIMITED COMMON ELEMENT

APPROXIMATE FINISHED GRADE

GRAPHIC SCALE



1 INCH = 10 FEET
VERTICAL DATUM: NAVD88
BASED ON TETON COUNTY
CONTROL NETWORK

On Sight
LAND SURVEYORS, INC.

155 West Gill Ave.
P.O. Box 12290
Jackson, WY 83002
(307) 734-6131

FINAL PLAT
THE GROVE CONDOMINIUMS PHASE THREE
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ADDITION TO THE TOWN OF JACKSON
(AN AFFORDABLE HOUSING CONDOMINIUM SUBDIVISION)

BEING IDENTICAL WITH
ADJUSTED PARCEL B OF MAP T-58D
LOCATED WITHIN
NW1/4SW1/4 SECTION 33
T41N, R116W, 6TH P.M.
TOWN OF JACKSON
TETON COUNTY, WYOMING