



# TOWN OF JACKSON PLANNING & BUILDING DEPARTMENT

## TRANSMITTAL MEMO

**Town of Jackson**

- Public Works/Engineering
- Building
- Title Company
- Town Attorney
- Police

**Joint Town/County**

- Parks and Recreation
- Pathways
- Housing Department

**Teton County**

- Planning Division

- Engineer
- Surveyor
- Assessor
- Clerk and Recorder
- Road and Levee
- Title

- State of Wyoming**
- Teton Conservation
- WYDOT
- TC School District #1
- Game and Fish
- DEQ

**Federal Agencies**

- Army Corp of Engineers

**Utility Providers**

- Qwest
- Lower Valley Energy
- Bresnan Communications

**Special Districts**

- START
- Jackson Hole Fire/EMS
- Irrigation Company

Date: April 10, 2019	<b>REQUESTS:</b>  The applicant is submitting a request for a Subdivision Plat for the property located at 310 & 320 Aspen Drive, legally known as, LOTs 2 and 1, BLK. 3, ASPEN HILL LOTS.  For questions, please call Brendan Conboy at 733-0440, x1302 or email to the address shown below. Thank you.
Item #: P19-071 & 072	
Planner: Brendan Conboy	
Phone: 733-0440 ext. 1302	
Fax: 734-3563	
Email: <a href="mailto:bconboy@jacksonwy.gov">bconboy@jacksonwy.gov</a>	
<b>Owner:</b> 310 320 Aspen Dr, LLC PO Box 7944 Jackson, WY 83002	
<b>Applicant:</b> Nelson Engineering Sue Karichner PO Box 1599 Jackson, WY 83001	
<b>Please respond by:</b> April 24, 2019 (Sufficiency) May 1, 2019 (with Comments)	

**REQUESTS:**

The applicant is submitting a request for a Subdivision Plat for the property located at 310 & 320 Aspen Drive, legally known as, LOTs 2 and 1, BLK. 3, ASPEN HILL LOTS.

For questions, please call Brendan Conboy at 733-0440, x1302 or email to the address shown below. Thank you.

**RESPONSE:** For Departments not using Trak-it, please send responses via email to: [tstolte@jacksonwy.gov](mailto:tstolte@jacksonwy.gov)

# NELSON ENGINEERING since 1964

Professional Engineers & Land Surveyors

JACKSON, WY • BUFFALO, WY •

WWW.NELSONENGINEERING.NET

SK/17-271-02

April 1, 2019

Town of Jackson  
Planning & Building Department  
P.O. Box 1687  
Jackson, WY 83001

ATTN: Brendan Conboy

RE: The Townhomes at Aspen Hill

Dear Brendan

We are submitting for a townhouse subdivision of Lot 1 and Lot 2, Block 3 of Aspen Hill Lots, Plat no. 124. The name of the subdivision shall be The Townhomes at Aspen Hill Addition to the Town of Jackson.

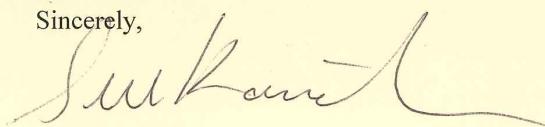
Findings:

- Section 8.5.3.C (1.) – This is a Townhouse Subdivision of an existing physical development.
- Section 8.5. (2, 3, and 4) - Per the Grading and Erosion Control Permits and Building Permits the 4 new buildings on the two existing lots comply with the zone NM-1 development standards, and ordinance 1215 which allows for Townhouse development.
- Section 7.2.4.E – (1) All lots retain an undivided interest in the Common Area Lot
  - (2) The Townhouse Lots do not exceed 125% of the area of the area of footprint of the approved unit.
  - (3) The buildings have approved building permits.

Included in this submittal:

- Planning Permit Application
- Application Fee
- Signed Letter of Authorization by the Owner
- Plat Map
- Notice of Intent to subdivide published 3/06/19 and to be published 3/13/19
- Covenants

Sincerely,



Sue Karichner  
Encl.



**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](http://www.townofjackson.com)

***For Office Use Only***

Fees Paid \_\_\_\_\_

Check # \_\_\_\_\_

Credit Card \_\_\_\_\_

Cash \_\_\_\_\_

Application #s \_\_\_\_\_

**PROJECT.**

Name/Description: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Lot, Subdivision: \_\_\_\_\_ PIDN: \_\_\_\_\_

**OWNER.**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ ZIP: \_\_\_\_\_

E-mail: \_\_\_\_\_

**APPLICANT/AGENT.**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ ZIP: \_\_\_\_\_

E-mail: \_\_\_\_\_

**DESIGNATED PRIMARY CONTACT.**

\_\_\_\_ Owner      \_\_\_\_ Applicant/Agent

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

Use Permit	Physical Development	Interpretations
<input type="checkbox"/> Basic Use	<input type="checkbox"/> Sketch Plan	<input type="checkbox"/> Formal Interpretation
<input type="checkbox"/> Conditional Use	<input type="checkbox"/> Development Plan	<input type="checkbox"/> Zoning Compliance Verification
<input type="checkbox"/> Special Use		
Relief from the LDRs	Development Option/Subdivision	Amendments to the LDRs
<input type="checkbox"/> Administrative Adjustment	<input type="checkbox"/> Development Option Plan	<input type="checkbox"/> LDR Text Amendment
<input type="checkbox"/> Variance	<input type="checkbox"/> Subdivision Plat	<input type="checkbox"/> Zoning Map Amendment
<input type="checkbox"/> Beneficial Use Determination	<input type="checkbox"/> Boundary Adjustment (replat)	<input type="checkbox"/> Planned Unit Development
<input type="checkbox"/> Appeal of an Admin. Decision	<input type="checkbox"/> Boundary Adjustment (no plat)	<input type="checkbox"/> 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 #: \_\_\_\_\_ Environmental Analysis #: \_\_\_\_\_  
Original Permit #: \_\_\_\_\_ Date of Neighborhood Meeting: \_\_\_\_\_

**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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Title

## LETTER OF AUTHORIZATION

Zach Stern, "Owner" whose address is: \_\_\_\_\_

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

310 & 320 Aspen Dr. LLC, as the owner of property  
**more specifically legally described as:** Lot 1 and Lot 2, Block 3, of Aspen Hill Lots,  
Plat No. 124

**(If too lengthy, attach description)**

HEREBY AUTHORIZES Nelson Engineering 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:*

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

## STATE OF

COUNTY OF Jefferson

)  
)SS.  
)

The foregoing instrument was acknowledged before me by Zach Stein this 1 day of April, 2009.

12/15/01, 2001  
WITNESS my hand and official seal

(Seal)

(Notary Public)

(Notary Public) -  
My commission expires:



Wyoming Title & Escrow - Jackson  
211 E Broadway  
Jackson, Wyoming 83001

## **WARRANTY DEED**

PANGA, LLC, a Wyoming limited liability company, GRANTOR(S), of PO Box 991, Jackson, WY 83001, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEY(S) AND WARRANT(S) TO 310 320 Aspen Dr, LLC, a Delaware limited liability company, GRANTEE(S), whose address is PO Box 7944, Jackson, WY 83002, the following described real estate, situated in the County of Teton, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

### **AS DESCRIBED ON EXHIBIT A, ATTACHED HERETO**

Together and including all improvements thereon, and all appurtenances and hereditaments thereunto belonging. Subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record.

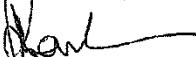
GRANTOR: PANGA LLC  
GRANTEE: 310 320 ASPEN DR LLC  
Doc 0953206 Filed At 14:35 ON 07/20/18  
Sherry L. Daigle Teton County Clerk fees: 18.00  
By Mary Antrobus Deputy Clerk

WITNESS the due execution and delivery of this Warranty Deed this 20 day of July, 2018.

PANGA, LLC, a Wyoming limited liability company

Noa Staryk by Patricia Overdyke, Attorney in fact

Noa Staryk, President/Manager by Patricia Overdyke, as her attorney in fact



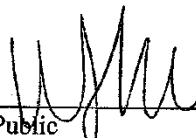
Peta Louise Roubin, Manager

STATE OF WY)  
COUNTY OF Teton) ss.

*W.M.*  
on July 20, 2018

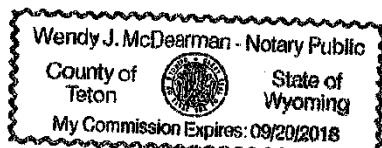
The foregoing instrument was acknowledged before me, by Noa Staryk, President/Manager by Patricia Overdyke, as her attorney in fact and Peta Louise Roubin, Manager of PANGA, LLC, a Wyoming limited liability company.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public

[S E A L]

My commission expires: 9-20-18



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**PARCEL 1:**

Lot 1 of Block 3 of the Aspen Hill Lots, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on May 13, 1938 as Plat No. 124.

AND

That part of the W1/2 NE1/4 SE1/4, Section 33, T41N, R116W, 6th P.M., Teton County, Wyoming being more particularly described as follows:

COMMENCING at the SE1/16 Corner Section 33, monumented with an iron pipe with an iron cap inscribed "Phillip G Morton Jackson Wyoming T41N R116W S33 SE 1/16 SS 1961";  
THENCE N 01°27'10" E, 905.37 feet along a Sixteenth line of said Section 33 to the SE corner of the Green Mountain Addition Plat No. 1069 recorded in the Office of the Clerk of Teton County, Wyoming, AND the true POINT OF BEGINNING;  
THENCE continuing along the Sixteenth line and the easterly boundary of the Green Mountain Addition Plat No. 1069, N 01°27'10" E, 149.84 feet to the NE corner of the Green Mountain Addition Plat No. 1069;  
THENCE departing said Sixteenth line and the easterly boundary of the Green Mountain Addition Plat No. 1069, S 89°05'38" E, 13.21 feet to the NW corner of Lot 1, Block 3, Aspen Hill Lots Plat No. 124 recorded in said Office;  
THENCE along the westerly line of Lot 1, Block 3, Aspen Hill Lots Plat No. 124, S 00°18'02" W, 149.85 feet to the SW corner of Lot 1, Block 3, Aspen Hill Lots Plat No. 124;  
THENCE departing said westerly line of Lot 1, Block 3, Aspen Hill Lots Plat No. 124, N 89°03'29" W, 16.22 feet to the SE corner of the Green Mountain Addition Plat No. 1069 and the POINT OF BEGINNING.

Basis of Bearing = N 01°27'10" E along the Sixteenth line between the SE 1/16 Corner Section 33, monumented with an iron pipe with an iron cap inscribed "Phillip G Morton Jackson Wyoming T41N R116W S33 SE 1/16 SS 1961" and the NE corner of the Green Mountain Addition Plat No. 1069 recorded in said Office.

**PARCEL 2:**

Lot 2 of Block 3 of the Aspen Hill Lots, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on May 13, 1938 as Plat No. 124.

PIDN: 22-41-16-33-4-06-006, 22-41-16-33-4-06-007



## OWNERSHIP AND ENCUMBRANCE REPORT

Issued To:

Holland & Hart, LLP  
25 South Willow Street, Suite 200  
Jackson, WY 83001  
(307)734-4504

Report No.: W-19724  
Effective Date: February 1, 2019  
Current Date: February 27, 2019  
Cost: \$\$250.00

Property Address: 310 Aspen Drive, Jackson, WY 83001  
320 Aspen Drive, 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:

310 320 Aspen Dr, LLC, a Delaware limited liability company

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**

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AND

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COMMENCING at the SE1/16 Corner Section 33, monumented with an iron pipe with an iron cap inscribed "Phillip G Morton Jackson Wyoming T41N R116W S33 SE 1/16 SS 1961";  
THENCE N 01°27'10" E, 905.37 feet along a Sixteenth line of said Section 33 to the SE corner of the Green Mountain Addition Plat No. 1069 recorded in the Office of the Clerk of Teton County, Wyoming, AND the true POINT OF BEGINNING;  
THENCE continuing along the Sixteenth line and the easterly boundary of the Green Mountain Addition Plat No. 1069, N 01°27'10" E, 149.84 feet to the NE corner of the Green Mountain Addition Plat No. 1069;  
THENCE departing said Sixteenth line and the easterly boundary of the Green Mountain Addition Plat No. 1069, S 89°05'38" E, 13.21 feet to the NW corner of Lot 1, Block 3, Aspen Hill Lots Plat No. 124 recorded in said Office;  
THENCE along the westerly line of Lot 1, Block 3, Aspen Hill Lots Plat No. 124, S 00°18'02" W, 149.85 feet to the SW corner of Lot 1, Block 3, Aspen Hill Lots Plat No. 124;  
THENCE departing said westerly line of Lot 1, Block 3, Aspen Hill Lots Plat No. 124, N 89°03'29" W, 16.22 feet to the SE corner of the Green Mountain Addition Plat No. 1069 and the POINT OF BEGINNING.

Basis of Bearing = N 01°27'10" E along the Sixteenth line between the SE 1/16 Corner Section 33, monumented with an iron pipe with an iron cap inscribed "Phillip G Morton Jackson Wyoming T41N R116W S33 SE 1/16 SS 1961" and the NE corner of the Green Mountain Addition Plat No. 1069 recorded in said Office.

**PARCEL 2:**

Lot 2 of Block 3 of the Aspen Hill Lots, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on May 13, 1938 as Plat No. 124.

PIDN: 22-41-16-33-4-06-006, 22-41-16-33-4-06-007

Wyoming Title & Escrow  
Ownership and Encumbrance Report  
Report No.: W-19724

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

1. General taxes for the year 2019, a lien in the process of assessment, not yet due or payable.

2. Taxes, special and general, assessment districts and service areas for the year 2018.

Tax ID No.: OJ-000400

1st Installment: \$1,688.94 DELINQUENT

2nd Installment: \$1,688.94 OPEN

Note: First Installment is delinquent November 10. Second Installment is delinquent May 10.

AFFECTS LOT 1, BLOCK 3, ASPEN HILL LOTS

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. All matters as delineated on the Official Plat of the Aspen Hill Lots, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 124.

[Plat No. 124](#)

6. All matters as delineated on the Map of Survey prepared for Lots 1 & 2 - Block 3 of the Aspen Hill Lots, Plat 124, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Map No. T-54A.

[T-54A](#)

7. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, recorded November 8, 2018, as (instrument) 0959890, Official Records.

[Document 0959890](#)

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

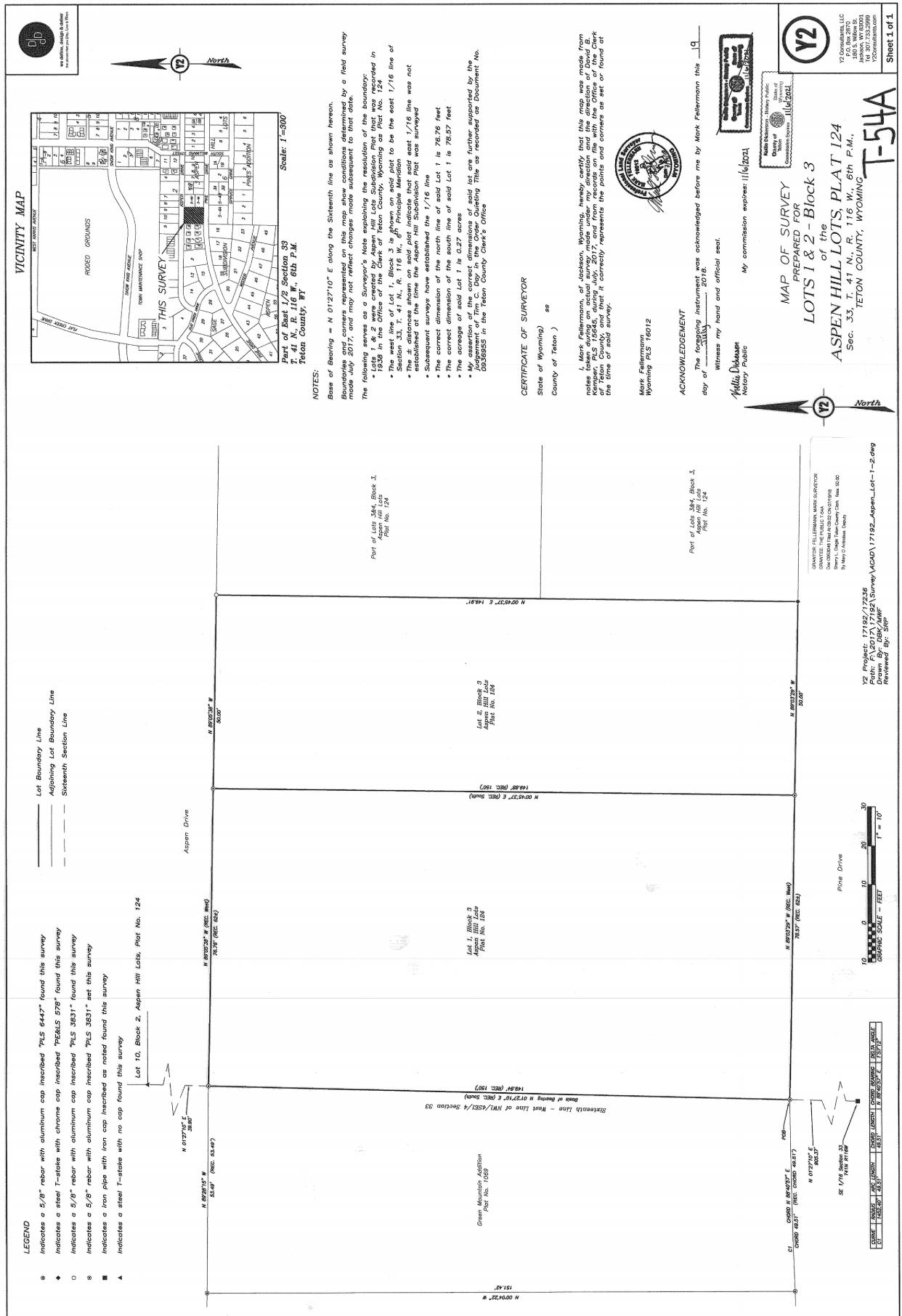
TAX NOTE:

Taxes, special and general, assessment districts and service areas, for the year 2018. Parcel No. OJ-000402.

1st Installment: \$1,688.94 PAID

2nd Installment: \$1,688.94 PAID

AFFECTS LOT 2, BLOCK 3, ASPEN HILL LOTS



## • Public Notices •

tion, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance. SECTION IV. This Ordinance shall become effective after its passage, approval and publication. PASSED 1ST READING THE 4TH DAY OF FEBRUARY, 2019. PASSED 2ND READING THE 19TH DAY OF FEBRUARY, 2019. PASSED AND APPROVED THE 4TH DAY OF MARCH, 2019. Dated this February 27, 2019S. Birdyshaw, Town Clerk  
Publish: 03/06/19

### GENERAL PUBLIC NOTICES

#### • FORECLOSURES •

IN THE DISTRICT COURT OF TETON COUNTY,  
WYOMING  
NINTH JUDICIAL DISTRICT

CREEKSIDER VILLAGE HOMEOWNER'S  
ASSOCIATION, INC., a Wyoming  
nonprofit corporation,  
Plaintiff

vs. Civil Action No. 17932

PAUL OLSON,  
Defendant.

NOTICE OF COMPLAINT TO FORECLOSE  
HOMEOWNER ASSOCIATION LIEN

To: Paul Olson  
P.O. Box 5924  
Incline Village, NV 89450

Please take notice that a Complaint To Foreclose Homeowner Association Lien has been filed against you in the above-entitled Court seeking judgment against you for all amounts due and owing for homeowner assessments relating to the real property described below, including interest thereon and late fees; for all costs and expenses, including reasonable attorneys' fees, for the filing of a notice of lien against the real property described below, and seeking a judgment to foreclose its lien against the real property described below for the full amounts owed for the continuing homeowner assessments, interest, fees, and costs. The real property that is subject to this legal action for judicial foreclosure is described as Lot 6-3 of Creekside Village, Third Addition to the Town of Jackson, Teton County, Wyoming, according to that plat

recorded in the Office of the Teton County Clerk on November 17, 1992 as Plat No. 760. You are required to file an Answer or other response to the Complaint To Foreclose Homeowner Association Lien on or before April 26, 2019, and serve a copy of the answer or other response upon the following attorney for Plaintiff. Failure to timely file an answer or otherwise response will result in default being taken against you.

Frank Hess  
Hess D'Amours & Krieger, LLC  
Attorneys for Plaintiff  
PO Box 449  
Jackson, WY 83001  
307-733-7881

Publish: 03/06, 03/13, 03/20, 03/27/19

#### • INTENT TO SUBDIVIDE •

#### LEGAL NOTICE

#### NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Chapter 18-5-306, Wyoming Statutes 1977, as amended, that 310 320 Aspen Dr, LLC, a Delaware limited liability company intends to apply for a permit to subdivide in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town of Jackson Council at the Administration Building. Please contact the Planning Office at 733-0440 for the scheduled meeting date. The proposed subdivision contains 4

Townhouse lots and 1 common area lot. The project is located on 0.44 acres, generally described as Lot 1 and Lot 2, Block 3, Plat of Aspen Hill Lots, Plat No. 124, records of the Clerk of Teton County, and being located within Section 33, Township 41 North, Range 116 West, street address 310 and 320 Aspen Drive. The site is accessed from Aspen Drive and Pine Drive and will be named The Townhomes at Aspen Hill Addition to the Town of Jackson.

Publish: 03/06, 03/13/19

#### • CONTINUED PUBLICATIONS •

WYOMING DEPARTMENT OF TRANSPORTATION  
CHEYENNE, WYOMING  
NOTICE OF ACCEPTANCE OF  
AND  
FINAL SETTLEMENT FOR HIGHWAY WORK

Notice is hereby given that the State Transportation Commission of Wyoming has accepted as completed according to plans, specifications and rules governing the same work performed under that certain contract between the State of Wyoming, acting through said Commission, and Kilgore Companies dba Lewis & Lewis, Inc. The Contractor, on Highway Project Number B183014 in Lincoln, Sweetwater, Teton and Uinta Counties, consisting of milling plant mix,

bituminous pavement surfacing and miscellaneous work, and the Contractor is entitled to final settlement therefore; that the Director of the Department of Transportation will cause said Contractor to be paid the full amount due him under said contract on April 10, 2019.

The date of the first publication of this Notice is February 26, 2019.

#### STATE TRANSPORTATION COMMISSION OF WYOMING

By: Caryn Erickson  
Senior Budget Analyst  
Budget Program

Publish: 02/27, 03/06, 03/13/19

STATE OF WYOMING )  
COUNTY OF Teton ) ss.  
IN THE MATTER OF THE )  
CHANGE OF NAME OF )  
Sharel Louise Lund Love )  
Petitioner )

IN THE DISTRICT COURT  
Ninth JUDICIAL DISTRICT  
Civil Action Case No. 17912

#### NOTICE OF PUBLICATION

You are hereby notified that a *Petition For Change of Name*, Civil Action No. 17912, has been filed on behalf of (current full name) Sharel Louise Lund Love in the Wyoming District Court for the 9th Judicial District, whose address is (address of District Court)

which is to change the name of the above-named person from Sharel Louise Lund Love to Sharel Louise Lund.  
(current full name) (desired full name)

Any objection must be filed with the District Court within 30 days following the last date of publication of this notice, or an *Order Granting Name Change* may be granted without further notice.

DATED this 7 day of February, 2019.



BY CLERK OF COURT: Deputy Clerk  
Clerk of District Court / Deputy

Publish: 02/20, 02/27, 03/06, 03/13/19

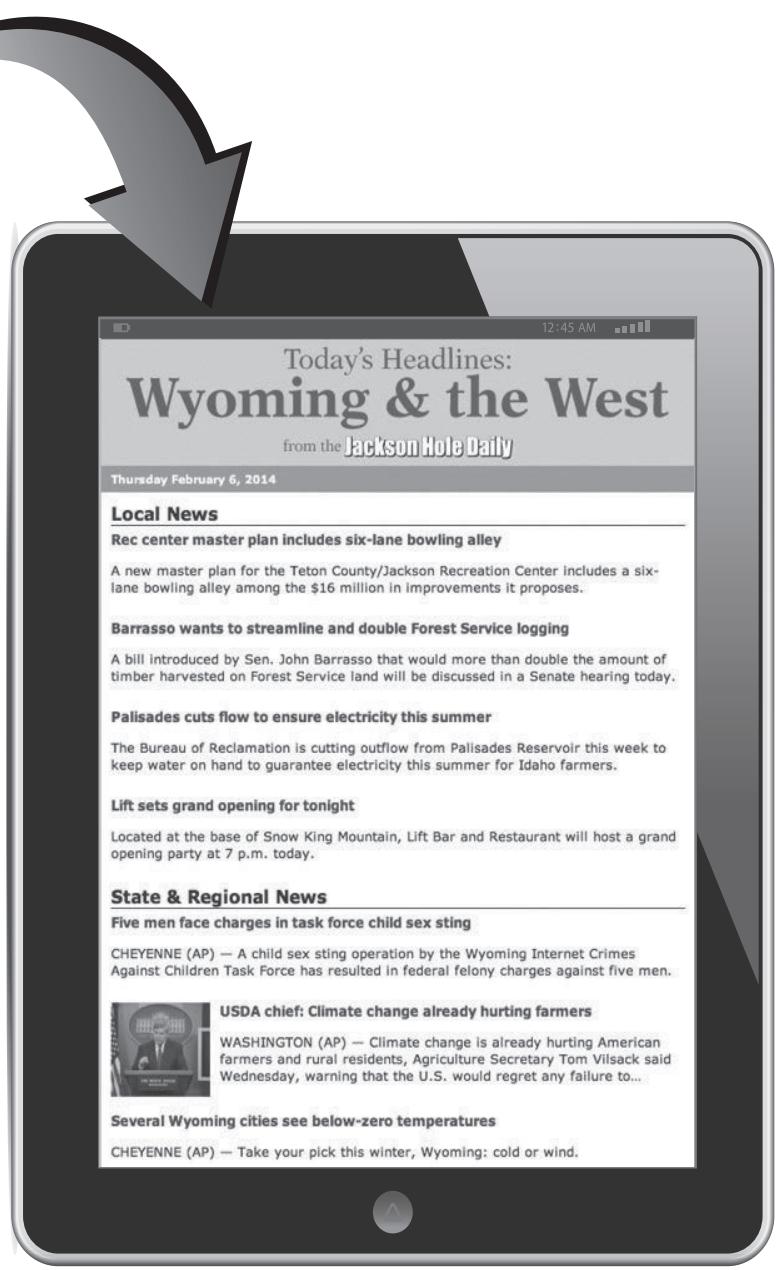
Daily headlines  
*delivered*  
to your inbox.

KEEP UP WITH  
LOCAL, STATE AND  
REGIONAL NEWS.

Sign up for our 'Wyoming and the West' email alert at

[jhnewsandguide.com](http://jhnewsandguide.com)

Jackson Hole Daily



## • Public Notices •

On February 22, 2019, an application was filed by RP Broadcasting Idaho LS, LLC for the Commission's consent to the assignment of license of FM Translator Stations K242BU, Jackson, Wyoming operating on 96.3 MHz. K242BU rebroadcasts the signal of KZJH(FM), 95.3 MHz, licensed to Jackson, Wyoming. The application proposes the assignment of license of K242BU from RP Broadcasting Idaho LS, LLC to RP Broadcasting Idaho, LLC. Individuals who wish to advise the FCC of facts relating to our application and to whether this station has operated in the public interest should file comments and petitions with the Commission.

**Publish: 03/13/19**

### NOTICE OF FILING K265DA

On February 22, 2019, an application was filed by RP Broadcasting Idaho LS, LLC for the Commission's consent to the assignment of licenses of FM Translator Stations K265DA, Teton Village, Wyoming operating on 100.9 MHz. K265DA rebroadcasts the signal of KZJH(FM), 95.3 MHz, licensed to Jackson, Wyoming. The application proposes the assignment of license of K265DA from RP Broadcasting Idaho LS, LLC to RP Broadcasting Idaho, LLC. Individuals who wish to advise the FCC of facts relating to our application and to whether this station has operated in the public interest should file comments and petitions with the Commission.

**Publish: 03/13/19**

### NOTICE OF FILING K239AU AND K281BH

On February 22, 2019, an application was filed by RP Broadcasting Idaho LS, LLC for the Commission's consent to the assignment of licenses of FM Translator Stations K239AU, Driggs, Idaho operating on 95.7 MHz and K281BH, Driggs, Idaho operating on 104.1 MHz. K239AU rebroadcasts the signal of KZJH(FM), 95.3 MHz, licensed to Jackson, Wyoming. K281BH rebroadcasts the signal of KJAX(FM), 93.5 MHz, licensed to Jackson, Wyoming. The application proposes the assignment of licenses of K239AU and K281BH from RP Broadcasting Idaho LS, LLC to RP Broadcasting Idaho, LLC. Individuals who wish to advise the FCC of facts relating to our application and to whether this station has operated in the public interest should file comments and petitions with the Commission.

**Publish: 03/13/19**

### NOTICE OF FILING JACKSON WYOMING

On February 22, 2019, an application was filed by with the Federal Communications Commission in Washington, D.C. for the Commission's consent to assign the licenses of KJAX(FM), KMTN(FM), KZJH(FM) and KSGT(AM). KJAX, KMTN, KZJH and KSGT are licensed to Jackson, Wyoming and broadcast on 93.5 MHz, 96.9 MHz, 95.3 MHz and 1340 kHz, respectively. The application proposes the assignment of license of these stations from RP Broadcasting Idaho LS, LLC to RP Broadcasting Idaho, LLC. Rich Broadcasting, LLC is the sole member of RP Broadcasting Idaho LS, LLC. Richard O. Mecham, David E. Simmons, Stephen E. Mecham, Randall Rigby, Paul Harvey, David Colton, Amy Williams, Timothy Barney, Graden Jackson, Matthey Harpring, Randy Larsen, Dell Brown, Trevor Larsem Shane Harris, Aaron D. Watson, Conrad & Bischoff, Inc., Eagle Rock Hospitality, LLC, deffrey C. Walbom, John Walker, Don Brown, Nathan Rigby, Glen David Mella, Mica Moseley, Ted Hendricks, Blair Rigby, Hawes Media, Richard Hanks, Curtis Trader, Tim Farnes, Tyler Farnes, Tom Tingey, Alan Tingey, Brett Karras, Ronald Jibson and Craig Bolerjack are the members of Rich Broadcasting, LLC. Mark D. Hashimoto will be the sole member Of RP Broadcasting Idaho, LLC. Copies of the application, amendments and related materials are available for public inspection online at the FCC's website for each station at

[www.fcc.gov](http://www.fcc.gov).

**Publish: 03/13, 03/20/19**

The Jackson Hole Airport Board will meet on Monday, March 18, 2018 at 9:00 am in the Jackson Hole Airport Board Room.

**Publish: 03/13/19**

### • CONTINUED PUBLICATIONS •

### WYOMING DEPARTMENT OF TRANSPORTATION CHEYENNE, WYOMING NOTICE OF ACCEPTANCE OF AND FINAL SETTLEMENT FOR HIGHWAY WORK

Notice is hereby given that the State Transportation Commission of Wyoming has accepted as completed according to plans, specifications and rules governing the same work performed under that certain contract between the State of Wyoming, acting through said Commission, and Kilgore Companies dba Lewis & Lewis, Inc. The Contractor, on Highway Project Number B183014 in Lincoln, Sweetwater, Teton and Uinta Counties, consisting of milling plant mix, bituminous pavement surfacing and miscellaneous work, and the Contractor is entitled to final settlement therefore; that the Director of the Department of Transportation will cause said Contractor to be paid the full amount due him under said contract on April 10, 2019.

The date of the first publication of this Notice is February 26, 2019.

### STATE TRANSPORTATION COMMISSION OF WYOMING

By:

Caryn Erickson  
Senior Budget Analyst  
Budget Program

**Publish: 02/27, 03/06, 03/13/19**

### LEGAL NOTICE NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Chapter 18-5-306, Wyoming Statutes 1977, as amended, that 310 320 Aspen Dr, LLC, a Delaware limited liability company intends to apply for a permit to subdivide in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town of Jackson Council at the Administration Building. Please contact the Planning Office at 733-0440 for the scheduled meeting date. The proposed subdivision contains 4 Townhouse lots and 1 common area lot. The project is located on 0.44 acres, generally described as Lot 1 and Lot 2, Block 3, Plat of Aspen Hill Lots, Plat No. 124, records of the Clerk of Teton County, and being located within Section 33, Township 41 North, Range 116 West, street address 310 and 320 Aspen Drive. The site is accessed from Aspen Drive and Pine Drive and will be named The Townhomes at Aspen Hill Addition to the Town of Jackson.

**Publish: 03/06, 03/13/19**

### IN THE DISTRICT COURT OF TETON COUNTY, WYOMING NINTH JUDICIAL DISTRICT

### CREEKSIDER VILLAGE HOMEOWNER'S ASSOCIATION, INC., a Wyoming nonprofit corporation,

Plaintiff  
vs. Civil Action No. 17932  
PAUL OLSON,

Defendant.

### NOTICE OF COMPLAINT TO FORECLOSE HOMEOWNER ASSOCIATION LIEN

To: Paul Olson  
P.O. Box 5924  
Incline Village, NV 89450

Please take notice that a Complaint To Foreclose Homeowner Association Lien has been filed against you in the above-entitled Court seeking judgment against you for all amounts due and owing for homeowner assessments relating to the real property described below, including interest thereon and late fees; for all costs and expenses, including reasonable attorneys' fees, for the filing of a notice of lien against the real property described below, and seeking a judgment to foreclose its lien against the real property described below for the full amounts owed for the continuing homeowner assessments, interest, fees, and costs. The real property that is subject to this legal action for judicial foreclosure is described as Lot 6-3 of Creekside Village, Third Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on November 17, 1992 as Plat No. 760. You are required to file an Answer or other response to the Complaint To Foreclose Homeowner Association Lien on or before April 26, 2019, and serve a copy of the answer or other response upon the following attorney for Plaintiff. Failure to timely file an answer or otherwise respond will result in default being taken against you.

Frank Hess  
Hess D'Amours & Krieger, LLC  
Attorneys for Plaintiff  
PO Box 449  
Jackson, WY 83001  
307-733-7881

**Publish: 03/06, 03/13, 03/20, 03/27/19**

STATE OF WYOMING ) IN THE DISTRICT COURT  
COUNTY OF Teton )  
IN THE MATTER OF THE )  
CHANGE OF NAME OF )  
Sharel Louise Lund Love ) Civil Action Case No. 17912  
Petitioner )  
\_\_\_\_\_  
NOTICE OF PUBLICATION

You are hereby notified that a Petition For Change of Name, Civil Action No. 17912, has been filed on behalf of (current full name) Sharel Louise Lund Love, in the Wyoming District Court for the 9th Judicial District, whose address is (address of District Court) \_\_\_\_\_, the object and prayer of which is to change the name of the above-named person from Sharel Louise Lund Love to Sharel Louise Lund.  
(current full name) (desired full name)

Any objection must be filed with the District Court within 30 days following the last date of publication of this notice, or an Order Granting Name Change may be granted without further notice.

DATED this 7 day of February, 2019.



BY CLERK OF COURT:  
Mike Notari  
Clerk of District Court / Deputy

**Publish: 02/20, 02/27, 03/06, 03/13/19**

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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
THE TOWNHOMES AT ASPEN HILL ADDITION TO THE TOWN OF JACKSON**

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (the "Declaration") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by 310 320 Aspen Dr, LLC, a Delaware limited liability company (hereinafter referred to as the "Declarant").

**ARTICLE I  
CREATION OF THE TOWNHOMES ADDITION**

**I.1    Purpose and Intent.** The Declarant, as the owner of the real property described on Exhibit A, intends by the recording of this Declaration to create a general plan of development, ownership, use and maintenance of The Townhomes at Aspen Hill Addition to the Town of Jackson, Wyoming.

**I.2    Binding Effect.** All property described on Exhibit A (being the "Property," as defined below) shall be owned, conveyed and used subject to all of the provisions of this Declaration and any restatements, amendments or supplements thereto, which shall run with the title to such Property. This Declaration shall be binding upon all persons having any right, title, or interest in any portion of the Property, their tenants, guests, invitees, heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each Owner, tenant, Mortgagee, or occupant thereof. Any violation of this Declaration by a tenant, occupant, guest or invitee of an Owner shall be deemed a violation by the relevant Owner. This Declaration shall be enforceable in perpetuity by The Townhomes at Aspen Hill Property Owners Association, any Owner, and, during any period in which the Declarant owns any portion of the Property and for a period of five years thereafter, the Declarant and its legal representatives, successors, and assigns.

**ARTICLE II  
DEFINITIONS**

The terms used in the Declaration shall generally be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms shall be defined as set forth below.

**II.1    The Townhomes at Aspen Hill Property Owners Association or Property Owners Association or Association.** The Townhomes at Aspen Hill Property Owners Association, a Wyoming non-profit corporation, its successors or assigns.

**II.2    Board of Directors or Board.** The Board of Directors of The Townhomes at Aspen Hill Property Owners Association. The Board shall have four members who shall be elected in accordance with the applicable provisions of the Bylaws. The Board shall have the powers enumerated in the Governing Documents.

**II.3 Bylaws.** The Bylaws of the Association, as amended and modified from time to time.

**II.4 Common Area.** All real property owned by the Association and shown on the Plat as Lot 5. All Common Area, with exception of common utilities located therein, is divided into Limited Common Area and dedicated for the exclusive use and enjoyment of one specific Owner and Unit as shown on the Plat.

**II.5 Declarant.** 310 320 Aspen Dr, LLC, a Delaware limited liability company, its successors and assigns.

**II.6 Governing Documents.** A collective term, meaning this Declaration, the Articles of Organization, and Bylaws of the Association, as either of them may be restated, amended or supplemented from time to time.

**II.7 Limited Common Area.** All real property (including the improvements thereto) owned by the Association and dedicated for the exclusive use of one specific Owner and Unit as identified on the Plat. The Plat identifies the following Limited Common Areas: four separate Limited Common Area driveways that are each appurtenant to each one of the separate Units, four separate Limited Common Area lawns areas that are each appurtenant to each one of the separate Units, four Limited Common Area walkways that are each appurtenant to each one of the separate Units, two Limited Common Area stairs that are respectively appurtenant to each of the Lot 1 and Lot 3 Units, two Limited Common Area patios that are respectively appurtenant to each of the Lot 1 and Lot 3 Units, two separate Limited Common Area “patio/stairs” areas that are respectively appurtenant to each of the Lot 2 and Lot 4 Units, and four separate Limited Common Area walkways that are each appurtenant to each one of the separate Units. Each of the Limited Common Areas is labeled on the Plat with a number to show the Unit to which it is appurtenant. For example “LC-2 Driveway” is appurtenant to the Lot 2 Unit. Each Owner is granted an easement for encroachments of the Owner’s Unit or projections from that Unit into the appurtenant Limited Common Area, to the extent such encroachments exist as of the date of recording of this Declaration or such encroachments have been approved by the Board.

**II.8 Member.** A member of the Association.

**II.9 Owner.** The record owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of or situated upon the Property, but excluding those having such interest merely as security for the performance of an obligation.

**II.10 Plat.** That officially approved plat of The Townhomes at Aspen Hill Addition to the Town of Jackson to be filed with the Office of the Clerk of Teton County, Wyoming contemporaneous with this Declaration.

**II.11 Property.** That certain real property described in Exhibit A hereto.

**II.12 Unit.** Any Lot shown on the Plat, excepting any associated Limited Common Areas. There are four (4) Units on the Property shown on the Plat as Lot 1, Lot 2, Lot 3 and Lot 4.

### **ARTICLE III PROPERTY RIGHTS**

**III.1 Owners' Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Limited Common Area associated with his or her Unit, as depicted on the Plat, which shall be appurtenant to and shall pass with the title to every Unit, subject to:

(a) The right of the Association to dedicate or transfer all or any part of the Limited Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association with the consent of, during any period in which the Declarant owns any portion of the Property and for a period of five years thereafter, the Declarant.

(b) Non-exclusive easements across the Limited Common Area in favor of the Association, Owners, and, during any period in which the Declarant owns any portion of the Property and for a period of five years thereafter, the Declarant and their respective agents, contractors, or utility service providers to the extent reasonable necessary for the purpose of:

(i) Installing utilities and other infrastructure, 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;

(ii) Inspecting, maintaining, repairing and replacing such utilities and infrastructure to serve the Property;

(iii) Access to read utility meters; and

(iv) Maintenance of the Limited Common Areas and the exteriors of the Units in accordance with this Declaration.

(c) Easements for natural drainage of stormwater runoff from other portions of the Property; provided, no person shall alter the natural drainage on any portion of the Property to increase materially the drainage of stormwater onto adjacent portions of the Property without the consent of the Owner(s) affected thereby.

(d) The Bylaws, which shall not contain provisions in contradiction of the foregoing subparagraphs (a) through (c).

**III.2 Delegation of Use.** Any Owner may delegate his or her right of enjoyment to the applicable Unit and Limited Common Areas to family members, tenants, guests, invitees or contract purchasers.

**III.3 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 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 Unit and the appurtenant Common Areas. Each Owner shall pay the taxes or assessments assessed against his or her Unit, or interest therein, or his or her interest in the Common Areas. 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.

## **ARTICLE IV USE AND CONDUCT**

**IV.1 Framework for Regulation.** The Governing Documents establish, as part of the general plan of development and use for the Property, a framework of affirmative and negative covenants, easements and restrictions which govern the Property.

**IV.2 Owners' Acknowledgement and Notice to Purchasers.** All Owners are hereby given notice that use of their Unit and the Limited Common Areas are limited by the Governing Documents 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, enjoyment, and marketability of his or her Unit can be affected by the Governing Documents and that the Governing Documents may change from time to time.

**IV.3 Limitation to Residential Use.** Units and Limited Common Areas shall be used for residential purposes only. No commercial use shall be made of any Unit or Limited Common Area, and no building or structure shall be intended for or adapted to commercial use; provided, however, that these prohibitions shall not preclude "home occupations" as currently defined in Town of Jackson Land Development Regulation Section 6.1.11.D (or any successor, similar ordinance) or any professional, home occupations with one employee or cultural activities in the home, such as painting, sculpturing, writing, music, art and craft work, and similar cultural activities, even if such activities may bring remuneration to the person or persons participating therein; provided that any such professional or cultural use is permitted by all necessary governmental authorities, does not create a nuisance to Owners or occupants of other Units, does not require any additional parking, and does not involve customers or clients coming to the Property.

**IV.4 Domestic Animals.** No pets shall be kept or maintained on any Unit except as provided herein. Each Unit shall be entitled to maintain a reasonable number of household pets,

including but not limited to dogs, cats, fish, birds, rodents, and non-poisonous reptiles, so long as such pets are not kept for any commercial purpose, are not kept in unreasonable numbers, do not cause an unreasonable amount of noise or odor, and do not otherwise become a nuisance to other Owners or occupants. All Owners or occupants with household pets shall keep the animals reasonably controlled at all times so they do not cause a nuisance to others and do not harass or endanger wildlife. All Owners or occupants with household pets shall promptly clean up all waste or excrement from their pets within the Limited Common Areas and shall promptly repair, at his or her own cost, any damage to the lawn, landscaping, decks, or any other part of the Limited Common Areas arising from the actions of their pets. The Board shall have the right and authority to determine in its sole discretion that pets are being kept for commercial purposes, or are otherwise a nuisance to other Owners or occupants, or that a 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. Without limiting the generality of the foregoing, the Association may require the owner or custodian of a dog that barks or howls excessively, or of a pet with other offensive habits, confine such animal indoors. In the event that the Board shall determine that a pet has become a "nuisance pet," a written notice of violation shall be delivered to the owner or custodian of the nuisance pet, and if the nuisance pet is not removed from the Property within seventy-two (72) hours thereafter, the Board shall have the right to remove the nuisance pet, or cause the nuisance pet to be removed and kenneled, at the sole expense of the Owner of the Unit on which the nuisance pet is boarded and to enter upon an Owner's Unit for such purpose, all without liability on the part of the Board. Any costs associated with responding to complaints of a nuisance pet may be levied against an Owner or occupant as a specific assessment, and the Board shall have the right to assess a penalty of \$100 against any Owner of a Unit where a nuisance pet is kept.

**IV.5 Wildlife.** The feeding of wildlife is prohibited. Notwithstanding the foregoing, Owners or occupants may maintain bird feeders within their respective Units and Limited Common Areas.

**IV.6 Trees and other Landscaping.** The Association shall be responsible for the reasonable care and maintenance of the lawn, trees and other landscaping on the Limited Common Area, and the cost of such landscaping care shall be part of the common assessment. The planting of flowers or additional vegetation by an Owner shall (a) be approved by the Board prior to any such planting, (b) be consistent with the other vegetation in the Common Area, and (c) be installed and maintained at such Owner's cost.

**IV.7 Fireworks.** No discharge of firecrackers and 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.

**IV.8 Nuisance.** No noxious or offensive activity shall be carried on upon the Property or any part thereof, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of their Units or Limited Common Areas.

**IV.9 Garbage**. All garbage and trash shall be placed and kept in covered containers and be put out for routine collection. The maintenance of accumulated waste plant materials is allowed in an appropriate composting container approved by the Board.

**IV.10 No Outdoor Storage**. No equipment, personal property, trailers, boats, abandoned or inoperable vehicles, recreational vehicles or campers shall be stored on any Limited Common Area. For the purposes of clarity, deck and patio furniture, umbrellas, grills and similar equipment may be used on the patio Limited Common Areas.

**IV.11 Fences**. No Owner may erect a fence on any portion of the Limited Common Area without the prior approval of the Board. If approved by the Board, fencing must also comply with any applicable regulations in the Land Development Regulations of the Town of Jackson.

**IV.12 No Subdivision or Partition**. No Unit or Limited Common Area may be further subdivided. The Common Area may not be partitioned and each member waives any right of partition as to the Common Area.

## **ARTICLE V MAINTENANCE AND LANDSCAPING**

**V.1 General**. No structure shall be placed, erected, or installed upon any Unit or Limited Common Area, including the expansion of decks, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same have been submitted to and approved in writing as to harmony of external design, color, and location in relation to surrounding structures and topography by the Board. In the event the Board fails to approve or disapprove such design and location within thirty (30) days after said plan and specifications have been submitted to it, approval will not be required and this Section shall be deemed to have been fully complied with. This provision shall be in addition to any building codes or land use development regulations of the Town of Jackson. Any Owner may remodel, paint or redecorate the interior of structures on his or her Unit without approval from the Board. However, modifications (including new or changed landscaping, vegetation and trees) to the exterior of improvements on a Unit or the Limited Common Areas shall be subject to prior Board approval. No approval shall be required to rebuild a damaged structure substantially in accordance with originally approved plans and specifications or original construction.

**V.2 Unit and Limited Common Area Maintenance**. The Association shall be responsible for exterior maintenance, repair and replacement of the Units, including, but not limited to: routine painting and repair, replacement and care for roofs, gutters, downspouts, and exterior building surfaces (with the exception of windows/glass surfaces), and the cost of such maintenance, repair and replacement shall be part of the common assessment. The Association shall be responsible for the maintenance, repair and replacement of the Limited Common Areas, including providing routine landscaping and snow removal services, and the cost of such maintenance, repair and replacement shall be part of the common assessments. In the event that the need for maintenance, repair or replacement of the exterior of a Unit or a Limited Common Area is caused through the willful or negligent act of an Owner, or the family, guests, tenants or

invitees of an Owner, the cost of such maintenance or repair shall be assessed to the Unit of said relevant Owner. Notwithstanding anything herein contained to the contrary, each Unit Owner shall have the responsibility to keep in a clean, safe and sanitary condition, at such Unit Owner's expense, their appurtenant Limited Common Area. Each Owner shall be responsible for the maintenance, repair and replacement of his or her Unit's foundation, windows/glass surfaces, structural bearing members, and all interior aspects of the Units. If an Owner fails to perform the required maintenance on his or her Unit or appurtenant Limited Common Areas as required under this Section (with the exception of interior aspects of the Units), the Board may, at its election, provide the maintenance to a Unit or appurtenant Limited Common Areas and assess a specific assessment against the Owner of such Unit for repayment of all costs associated therewith, including reasonable administrative fees.

**V.3 Common Utilities, Facilities and Services.** In the event that one or more Units utilize a common utility service, common utility infrastructure or other types of facilities or services at the Property that are utilized in common, including but not limited to, sewer or water lines, or electrical lines, such common utilities, facilities and services shall be maintained, repaired and replaced, as needed, by the Board, and all costs associated therewith shall be paid on a pro rata basis by the Owners of all Units utilizing such common utilities, facilities and services. In the event that the need for maintenance, repair or replacement of a common utility, facility or service is caused through the willful or negligent act of an Owner, or the family, guests, tenants or invitees of an Owner, the cost of such maintenance or repair shall be assessed to the Unit of said relevant Owner. Notwithstanding anything herein contained to the contrary, each Unit Owner shall have the responsibility to maintain, repair, replace and keep in a clean, safe and sanitary condition, at such Unit Owner's expense, all portions of the Owner's Unit and utilities and facilities serving just that Unit.

## **ARTICLE VI** **THE ASSOCIATION AND ITS MEMBERS; BOARD**

**VI.1 Function of Association.** To the extent not otherwise delegated to the Owners in the Governing Documents, the Association, through its Board, shall be responsible for the administration, management, maintenance, operation and control of the Property and shall also be responsible for enforcement of the Governing Documents, which may also be enforced by the Owners and during any period in which the Declarant owns any portion of the Property and for a period of five years thereafter, the Declarant. The Association, through its Board, shall also be responsible for performing all duties and obligations of the Association as set forth in the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Wyoming. In furtherance of its functions, the Association is authorized to enter into and terminate, in the Board's discretion, contracts or agreements with service providers, to provide services to the Property for the Owners of the Association and their occupants, guests, and invitees. By way of example, some services which may be contracted for include legal, accounting, snow removal, trash and recycling removal, landscape maintenance, and similar services. The Association may exercise any right or privilege given to it expressly by the Governing Documents, and every other right or privilege reasonably to be implied therefrom or reasonably necessary to effectuate any such right or privilege.

**VI.2 Membership**. Every Owner of a Unit shall be a Member of the Association. Membership in the Association is appurtenant to the ownership of a Unit and may not be severed from the ownership of a Unit. Membership in the Association is mandatory and no Owner of a Unit may withdraw from membership as a Member in the Association. There shall be only one membership per Unit. If a Unit is owned by more than one person, all co-Owners shall share the privileges of such membership, subject to the restrictions on voting set forth in the Governing Documents, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner, member, manager or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Board.

**VI.3 Voting of Members and Board**. The Association shall have one class of membership. Members shall have one equal vote for each Unit in which they hold the interest required for membership under Section VI.2. The vote for each Unit owned by a Member shall be exercised by the Owner of the Unit. In any situation where there is more than one Owner of such Unit, the vote for such Unit shall be exercised as the co-Owners determine among themselves and advise the Board in writing prior to the vote being taken. Absent such advice, the Unit's vote shall be suspended if more than one person seeks to exercise it. Voting rights as to each Unit shall vest upon the recordation of the Plat establishing the Units. All votes, consents or determinations to be made by the Board or by the Members of the Association shall be approved by a majority of the members of the Board or the Members of the Association, unless a different approval requirement is set forth in this Declaration, the Bylaws, or the Wyoming Nonprofit Corporation Act or its successor.

**VI.4 Restricted Voting in the Event of a Default**. In the event that an Owner is in breach or default of the provisions of this Declaration, then such Owner, both as to such Owner's capacity as an Owner and in any capacity as a Board member, shall have such Owner's and Board member's voting rights suspended, other than in relation to the amendment of the Governing Documents, as to which, all voting rights shall remain in place. Such Owner or Board member shall, during the period of such uncured breach or default, not be counted for the purposes of a quorum or for the purposes of whether a necessary amount of votes have been obtained.

## **ARTICLE VII** **COVENANT FOR MAINTENANCE ASSESSMENTS**

**VII.1 Creation of the Lien and Personal Obligation of Assessments**. The Declarant, for each Unit owned, and each Owner of any Unit by acceptance of a deed therefore is deemed to covenant and agree to pay the Association the following assessments:

- (a) annual assessments or charges;
- (b) special assessments for amounts incurred or required to be expended by the Association for which annual assessments are insufficient;

(c) specific assessments to a specific Owner for any costs or damages caused by a specific Owner or such Owner's tenants, guests, and invitees, including, but not limited to, as provided in Section V.2 or due to a breach or default of this Declaration by such persons; and

(d) all monetary fines assessed by the Board.

(a) Until paid in full, the annual, special, and specific assessments and fines, together with interest, costs, and reasonable attorney's fees, shall constitute a present and continuing lien upon the Units against which such assessments are made without the need to file a notice of lien in any public record. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner at the time when the assessment fell due.

**VII.2 Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the Owners and occupants of the Property, for the improvement, maintenance, repair and replacement of the exterior of the Units and the Limited Common Areas, for the improvement, maintenance, repair and replacement of any common utilities or facilities serving multiple Units, from the provision of services to the Association, and may also be used to obtain and maintain casualty and liability insurance on the Property, any Limited Common Areas, the common utilities or facilities serving multiple Units, any Units, or in relation to Association's officers, directors, and employees.

**VII.3 Annual Assessment.** The amount of the annual assessments shall be determined by the Board and 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: (a) the administration and management of the Property, (b) taxes and assessments from governmental or quasi-governmental entities or agencies unless and until Units are separately assessed, (c) premiums for all insurance which the Association is required or permitted to maintain hereunder, (d) legal, audit and accounting fees, (e) the routine maintenance, repair and replacement of the Common Area and the exterior of Units, (f) amount necessary to eliminate any deficit remaining from a previous period, (g) the creation of a reasonable reserve fund for periodic maintenance, repair, and replacements of the Common Areas and for future capital expenditures, and (h) any other operating, administrative and management costs, expenses and liabilities which may be incurred by the Association for the benefit of all the Owners or by reason of this Declaration. The Board shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment, as well as the estimated budget it was based on, shall be sent to every Owner. The due dates shall be established by the Board but in no event be due less than thirty (30) days after notice of the assessment is 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.

**VII.4 Special Assessments.** In addition to the annual assessments authorized above, the Association may levy, at any time and from time to time, a special assessment applicable to that year for any required expenditures of the Association for which annual assessments are

insufficient; provided that any such assessment shall have been approved by a three quarters of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

**VII.5 Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Units, divided equally among all Units and may be collected on a bi-annually or monthly basis. Specific assessments levied pursuant to Section VII.1(c) shall only be assessed on the specific Owner.

**VII.6 Assessment Estoppel.** The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether assessments on a specified Unit have been paid. Such certificates shall be binding on the Association.

**VII.7 Effect of Nonpayment of Assessments, Remedies of the Association.** Upon default in the payment of any one or more installments of an annual, special, or specific assessment, the entire balance of said assessment may be accelerated at the option of the Board and be declared due and payable in full, immediately. Any assessment or fine not paid within thirty (30) days after the due date (including the entire annual assessment, if payment is accelerated as provided for herein) shall bear interest from the due date at the rate of ten percent (10%) per annum. In the event of a default in the payment of an assessment, the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Unit. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Limited Common Area or abandonment of his or her Unit.

**VII.8 Subordination of the Lien to Mortgages.** The lien of the assessment and fines provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit shall not affect an assessment lien. However, the sale or transfer of any Unit pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due.

## **ARTICLE VIII** **AMENDMENT OF DECLARATION**

**VIII.1 By Declarant.** In addition to specific amendment rights granted elsewhere in this Declaration, until one year after Declarant has conveyed all Units to unrelated third parties, Declarant may unilaterally amend or repeal this Declaration for any purpose. Further, 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 determination; (ii) enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) enable any institutional or Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Units; or (iv) to satisfy the requirements of any local, state or federal governmental agency. No amendment adopted by the Declarant pursuant to this section may materially reduce an Owner's

rights to enjoy a Unit or impose a materially adverse monetary or performance obligation or adversely affect any of the rights of Mortgagees.

**VIII.2 By Members**. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the unanimous vote or written consent, or any combination thereof, of the Members.

**VIII.3 Validity and Effective Date**. No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant. If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. Any amendment of this Declaration shall become effective upon recording in the public records either an amendment executed by the Declarant, as permitted by Section VIII.1, or the required amount of Owners or a certificate executed by an officer of the Association stating that the required amount of Owners approved the amendment and stating the contents of the amendment. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

## **ARTICLE IX** **MORTGAGEE PROTECTIVE PROVISIONS; INSURANCE; CONDEMNATION**

**IX.1 Mortgagee**. The term “Mortgagee” shall mean the holder of a mortgage on any Unit and shall include a beneficiary under a deed of trust, as well as any insurer, re-insurer, or guarantor of the mortgage, such as but not limited to FHA, VA, FNMA, WCDA, or FHLMC.

**IX.2 Relief from Lien**. A Mortgagee who comes into possession of a Unit pursuant to the remedies provided in the first mortgage, shall take the Unit free of any claims for unpaid assessments or charges against the Unit which occurred prior to the time such Mortgagee comes into possession of the Unit and the sale or transfer of a Unit pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for Association assessments and charges which became payable prior to such sale or transfer.

**IX.3 Insurance Coverage**. The following provisions shall apply regarding insurance requirements:

(a) **Policy Coverage**. The Board shall secure and maintain in effect a policy of fire and extended coverage insurance in an amount equal to the full replacement value (i.e. 100% of the current “replacement cost” exclusive of items normally excluded from coverage) of the Limited Common Area improvements situated in the Property. The Board shall also secure and maintain in effect a policy of liability coverage for personal injury, damages or death in an amount customary in Teton County, Wyoming.

(b) **Owner-required Coverages**. Each Owner shall have the sole responsibility to maintain any casualty or liability insurance in relation to the Unit, and the exterior, interior and contents of such Unit. Each Owner shall maintain casualty insurance for the

full replacement value of such Owner's Unit, and shall maintain commercially reasonable liability coverage.

(c) **Mortgagee's Ability to Place Coverage.** All first Mortgagees may, jointly or singly, pay any overdue premiums on the aforesaid hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Limited Common Area improvements, and such first Mortgagees making such payment shall be owed immediate reimbursement therefore from the Association. The Board shall take appropriate action to assure such immediate payment and shall provide all necessary parties with an original or certified copy of this provision as evidence of the obligation of the Association to make such reimbursement.

(d) **Priority Rights and Insurance Proceeds or Condemnation Awards.** All insurance policies shall provide that no Owner or any other party shall have priority over the rights of the first Mortgagees in the case of distribution of insurance proceeds or condemnation awards for loss to or the taking of the Limited Common Area or the Association's improvements located thereon.

**IX.4 Condemnation.** In the event that any portion of a Unit or Limited Common Area shall be subject to eminent domain or a conveyance in lieu of condemnation, the Owner whose Unit was affected or who holds the right to the appurtenant Limited Common Area shall have the right to all condemnation proceeds, subject to any payment requirements to a Mortgagee, and subject to any award for common utilities or facilities, which shall be granted to the Association for reconstruction or repair of such common utilities or facilities.

## **ARTICLE X** **GENERAL PROVISIONS**

**X.1 Enforcement.** The Association, or any Owner, or, during any period in which the Declarant owns any portion of the Property and for a period of five years thereafter, the Declarant, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Governing Documents. Enforcement may be by injunction or specific performance.

**X.2 Indemnification.** The Declarant, the Board, and their officers, employees, and agents shall not be liable to any party for any action or inaction taken by them with respect to any provision of the Governing Documents; provided such individual acted in good faith. All such individuals shall be indemnified and held harmless by the Association from liability, damages and expense, including reasonable attorney's fees, for any decision or action or inaction they may have taken while acting within the scope and course of their duties.

**X.3 Declarant as Beneficiary.** Notwithstanding anything to the contrary contained in this Declaration, the Declarant shall be deemed a third-party beneficiary of this Declaration and shall have the right and standing to enforce the terms of this Declaration as provided herein.

**X.4 No Waiver.** The failure of the Board or the Declarant or any Owner or their agents to insist, in one or more instances, upon the strict performance of any of the covenant, condition or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Board or its agent of the payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Board.

**X.5 Owner's Obligations Continue.** The Owner of a Unit shall have no obligation for expenses or other obligations accruing after he/she sells his/her entire interest in such Unit with the exception for interest that may accrue on an overdue assessment or fine which was the personal obligation of such Owner.

**X.6 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.

**X.7 Severability.** If any of the provisions of this Declaration or any clause, paragraph, sentence, phrase, or word or the application thereof in any circumstances be invalidated, such invalidity 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.

**X.8 Construction by Declarant.** Nothing in this Declaration, or any action taken by the Association, shall limit the right of Declarant to complete construction of improvements to the Units and Limited Common Areas owned by Declarant or to alter the foregoing, or to construct such additional improvements as Declarant deems advisable prior to completion and sale of all Units. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of its business of completing the work and disposing of the same by sale, lease, or otherwise. This Declaration shall not limit, nor shall any action of the Association limit, the right of Declarant at any time prior to the sale of all Units by Declarant to establish on the Property additional easements, reservations and rights of way to itself, to utility companies, or to others as may from time to time be necessary to the proper development and disposal of the Units.

**X.9 Mechanics Liens.** No labor performed or services or materials furnished with the consent of or at the request of an Owner or his/her agent or her/his contractor or subcontractor shall be the basis for the filing of a lien against the Unit of any other Owner, or against any part thereof, or against any other property of any other Owner or the Association, unless such other Owner or Association, as applicable has expressly consented to or requested the performance of such labor or furnishing of such materials or services. Such express consent shall be deemed to have been given by the Owner of any Unit in the case of emergency repairs thereto. Labor performed or services of materials furnished for the Property or any portion thereof, if duly

authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner of that portion of the Property.

**[signature and acknowledgment on following page]**

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration the date and year first written above.

310 320 Aspen Dr, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally appeared \_\_\_\_\_, the \_\_\_\_\_ of 310 320 Aspen Dr, LLC, a Delaware limited liability company, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed within this instrument and acknowledged to me that she executed the same.

WITNESS my hand and official seal.

Notary Public  
My commission expires:

## **EXHIBIT A**

### **Legal Description for The Townhomes at Aspen Hill Addition to the Town of Jackson**

The following property as has been further platted pursuant to plat for The Townhomes at Aspen Hill Addition to the Town of Jackson, which plat was recorded with the Teton County, Wyoming County Clerk immediately prior to the recording of this Declaration:

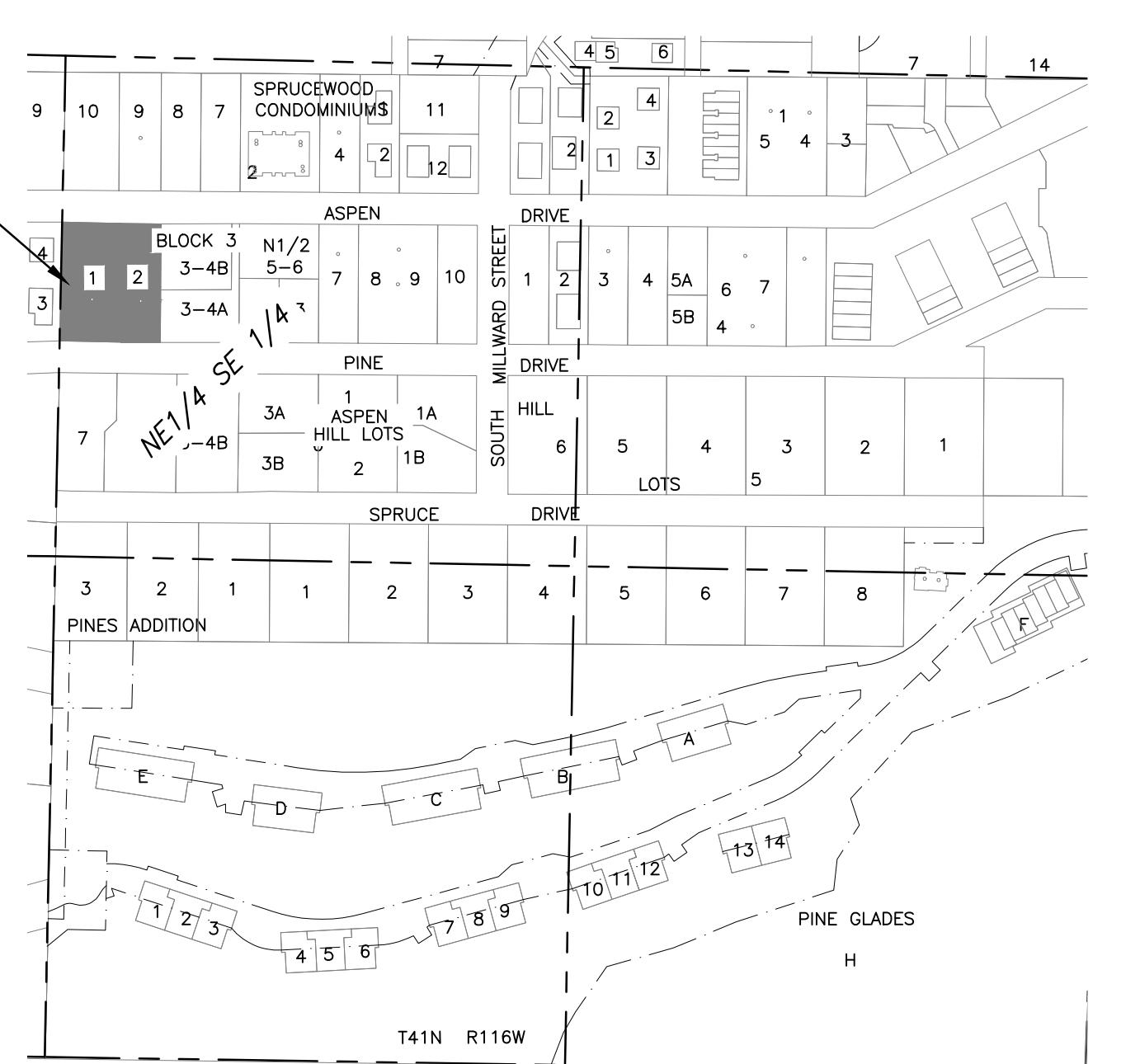
Lot 1 and Lot 2, Block 3 of the Aspen Hills Lots, Plat No. 124, a subdivision of record in the Office of the Teton County Clerk and located in the NE1/4 SE1/4, Section 33, T41N, R116W, 6th P.M., Town of Jackson, Teton County, Wyoming:

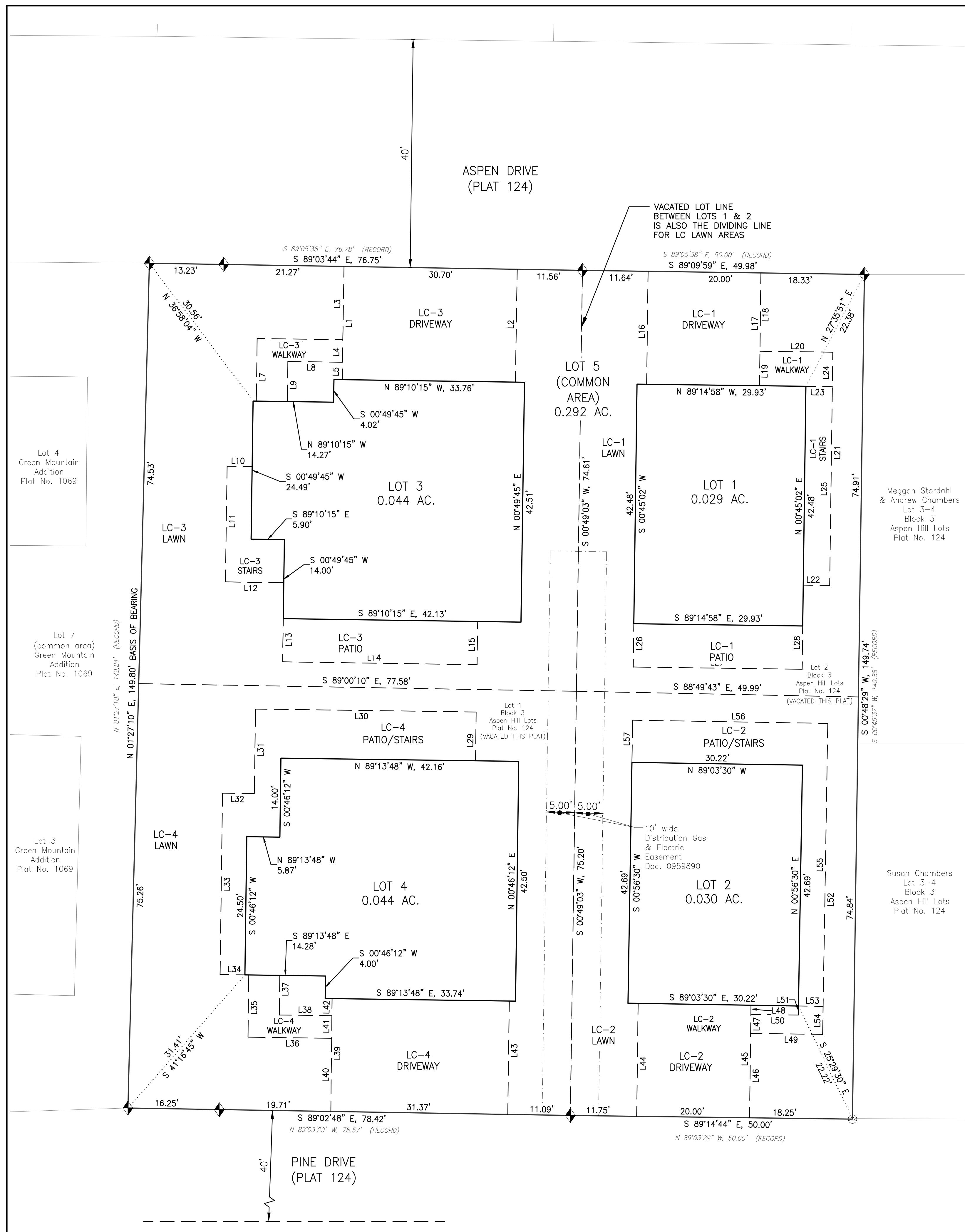
AND THAT ADDITIONAL TRACT OF LAND TO LOT 1 AS DESCRIBED IN WARRANTY DEED, DOCUMENT NO. 0937257, RECORDS OF THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING AND MORE PARTICULARLY DESCRIBED BELOW:

That part of the W1/2 NE1/4 SE1/4, Section 33, T41N, R116W, 6th P.M., Teton County, Wyoming being more particularly described as follows:

Commencing at the southeast corner of the Green Mountain Addition, Plat No. 1069, as recorded in the Office of the Clerk of Teton County, Wyoming;  
THENCE along the Sixteenth line of said Section 33 and the easterly boundary line of said Green Mountain Addition, N 01°27'10" E, 149.80 feet, to the northeast corner of said Green Mountain Addition, S 89°03'44" E, 13.23 feet to the Northwest corner of Lot 1, Block 3, Aspen Hill Lots Plat No. 124 recorded in said Office;  
THENCE along the westerly line of Lot 1, Block 3, Aspen Hill Lots Plat No. 124, S00°17'49" W, 149.83 feet to the SW corner of Lot 1, Block 3, Aspen Hill Lots Plat No. 124;  
THENCE departing said westerly line of Lot 1, Block 3, Aspen Hill Lots Plat No. 124, N 89°02'48" W, 16.25 feet to the SE corner of the Green Mountain Addition Plat No. 1069 and the POINT OF BEGINNING.

Said Parcel contains 0.439 acres, more or less.

		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">DATE</td> <td style="width: 10%;">3/06/2019</td> <td style="width: 10%;">REV.</td> </tr> <tr> <td>SURVEYED</td> <td>NE</td> <td></td> </tr> <tr> <td>ENGINEERED</td> <td>MB</td> <td></td> </tr> <tr> <td>DRAWN</td> <td>SK</td> <td></td> </tr> <tr> <td>CHECKED</td> <td>LR</td> <td></td> </tr> <tr> <td>APPROVED</td> <td>LR</td> <td></td> </tr> </table>	DATE	3/06/2019	REV.	SURVEYED	NE		ENGINEERED	MB		DRAWN	SK		CHECKED	LR		APPROVED	LR	
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<p><b>NELSON ENGINEERING</b> P.O. BOX 1599, JACKSON WYOMING (307) 733-2087</p>																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">DRAWING NO</td> <td style="width: 10%;">JOB TITLE</td> <td style="width: 10%;">DRAWING TITLE</td> </tr> <tr> <td>1 of 2</td> <td>310 320 Aspen Dr LLC</td> <td>Certificate Sheet</td> </tr> <tr> <td></td> <td>310 and 320 Aspen Drive</td> <td>Subdivision Plat</td> </tr> </table>		DRAWING NO	JOB TITLE	DRAWING TITLE	1 of 2	310 320 Aspen Dr LLC	Certificate Sheet		310 and 320 Aspen Drive	Subdivision Plat										
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<p><b>CERTIFICATE OF SURVEYOR</b></p> <p>State of Wyoming ) County of Teton )ss</p> <p>I, Lucas D. Rudolph, hereby certify, to the best of my knowledge and belief:</p> <p>that by authority of the owners I have subdivided the lands shown on this plat for townhouse ownership to be known as <b>THE TOWNHOMES AT ASPEN HILL ADDITION TO THE TOWN OF JACKSON</b></p> <p>That the lands of this subdivision is described as:</p> <p>Lot 1 and Lot 2, Block 3 of Aspen Hill Lots, Plat no. 124, a subdivision of record in the Office of the Teton County Clerk and located in the NE1/4 SE1/4, Section 33, T41N, R116W, 6th P.M., Town of Jackson, Teton County, Wyoming:</p> <p>AND THAT ADDITIONAL TRACT OF LAND TO LOT 1 AS DESCRIBED IN WARRANTY DEED, DOCUMENT NO. 0937257, RECORDS OF THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING AND MORE PARTICULARLY DESCRIBED BELOW:</p> <p>That part of the W1/2 NE1/4 SE1/4, Section 33, T41N, R116W, 6th P.M., Teton County, Wyoming being more particularly described as follows:</p> <p>Commencing at the southeast corner of the Green Mountain Addition, Plat no. 1069, as recorded in the Office of the Clerk of Teton County, Wyoming; THENCE along the Sixteenth line of Said Section 33 and the easterly boundary line of Said Green Mountain Addition, N 01°27'10" E, 149.80 feet, to the northeast corner of Said Green Mountain Addition; THENCE departing said Sixteenth line and the easterly boundary line of Said Green Mountain Addition, S 89°03'44" E, 13.23 feet to the Northwest corner of Lot 1, Block 3, Aspen Hill Lots Plat No. 124 recorded in said Office; THENCE along the westerly line of Lot 1, Block 3, Aspen Hill Lots Plat No. 124, S 00°17'49" W, 149.83 feet to the SW corner of Lot 1, Block 3, Aspen Hill Lots Plat No. 124; THENCE departing said westerly line of Lot 1, Block 3, Aspen Hill Lots Plat No. 124, N 89°02'48" W, 16.25 feet to the SE corner of the Green Mountain Addition Plat No. 1069 and the POINT OF BEGINNING.</p> <p>That this plat was made from the notes of surveys made by me, or under my direction, in 2018 and 2019 and from records in the Office of the Teton County Clerk;</p> <p>that all dimension and areas are correctly shown;</p> <p>Said Parcel contains 0.439 acres, more or less, and is subject to easements, restrictions, reservations, and conditions, of sight and/or of record, including, but not limited to those shown hereon</p> <p>Lucas D. Rudolph, Wyoming Professional Land Surveyor 15442</p> <p>The foregoing instrument was acknowledged before me by Lucas D. Rudolph this _____ day of _____, 2019. Witness my hand and official seal.</p> <p>Notary Public My commission expires: _____</p> <p><b>CERTIFICATE OF ENGINEER</b></p> <p>State of Wyoming ) County of Teton )ss</p> <p>I, Matt R. Bowers, hereby certify that the water distribution and sewer collection facilities designed for the foregoing subdivision are adequate and safe, and meet Federal, State, and Town of Jackson requirements if built as designed and operated correctly.</p> <p>The foregoing instrument was acknowledged before me by _____, os of 310 320 Aspen Dr., LLC, a Delaware limited liability company, and known to me to be member or designated agent of the limited liability company. this _____ day of _____, 2019. Witness my hand and official seal.</p> <p>Notary Public _____</p> <p>The foregoing instrument was acknowledged before me by Matt R. Bowers this _____ day of _____, 2019. Witness my hand and official seal. Notary Public My commission expires: _____</p> <p><b>CERTIFICATE OF APPROVAL</b></p> <p>State of Wyoming ) County of Teton )ss City of Jackson )</p> <p>The foregoing Subdivision, <b>THE TOWNHOMES AT ASPEN HILL ADDITION TO THE TOWN OF JACKSON</b>, was approved at the regular meeting of the Jackson Town Council on the _____ day of _____, 2019 in accordance with Section 15-1-415 Wyoming Statutes.</p> <p>Attest: _____ Town of Jackson Clerk _____ Mayor Town Engineer _____ Planning Director</p> <p>Owner and Subdivider: 310 320 Aspen Dr. LLC a Wyoming limited liability company Box 13308 Jackson, WY 83002 (307) 201-8188 Surveyor and Engineer: Nelson Engineering Box 1599 Jackson, Wyoming 83001 (307) 733-2087</p> <p><b>The Townhomes at Aspen Hill Addition to the Town of Jackson</b> Identical with LOT 1 AND LOT 2, BLOCK 3 of ASPEN HILL LOTS, Plat No. 124 a part of the NE1/4 SE1/4, Section 33 Township 41 North, Range 116 West, 6th P.M. Town of Jackson, Teton County, Wyoming</p>																				

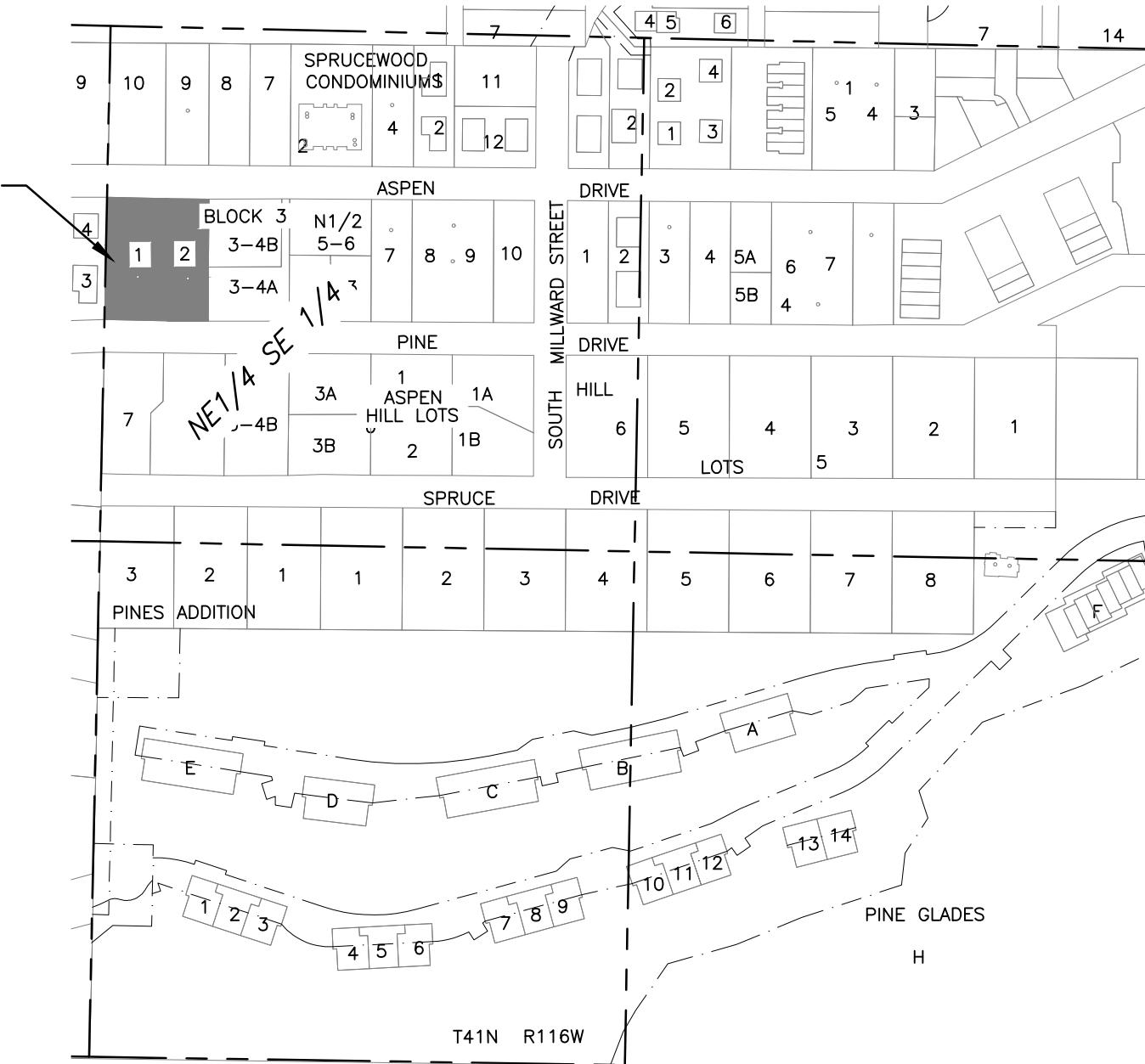


Lot 4  
Green Mountain  
Addition  
Plat No. 1069

Lot 7  
(common a  
Green Moun  
Addition  
Plat No. 10

Lot 3  
Green Mountain  
Addition

THIS S



## VICINITY MAP

SE1/4  
SECTION 33,  
TOWN OF JACKSON,  
T41N, R116W  
TETON COUNTY

SCALE 1' = 200'

Zoning District: (NM1) Neighborhood Medium Density-1

Number of Lots: 5

Lot 1 = 0.029 acres (Residential Townhouse Lot)  
Lot 2 = 0.030 acres (Residential Townhouse Lot)  
Lot 3 = 0.044 acres (Residential Townhouse Lot)  
Lot 4 = 0.044 acres (Residential Townhouse Lot)  
Lot 5 = 0.292 acres (Common Area)

Total Project Acreage: 0.439 acres

Plat Prepared:  
Revised:

LINE TABLE		
LINE #	BEARING	DISTAN
L1	N00°53'48"E	20.0
L2	N00°53'48"E	19.9
L3	S01°08'29"W	12.9
L4	S01°08'29"W	4.0
L5	S01°08'29"W	3.0
L6	N89°14'57"W	15.1
L7	S00°45'03"W	11.0
L8	N89°14'57"W	9.6
L9	S00°45'03"W	7.1
L10	S89°06'33"E	4.4
L11	N00°49'45"E	20.5
L12	N89°10'15"W	10.3
L13	N00°49'45"E	7.6
L14	S89°10'15"E	34.4
L15	N00°49'45"E	7.6
L16	N00°45'03"E	20.0
L17	S00°45'03"W	19.9
L18	S00°59'44"W	13.8
L19	S00°59'44"W	6.1
L20	S89°14'57"E	12.9

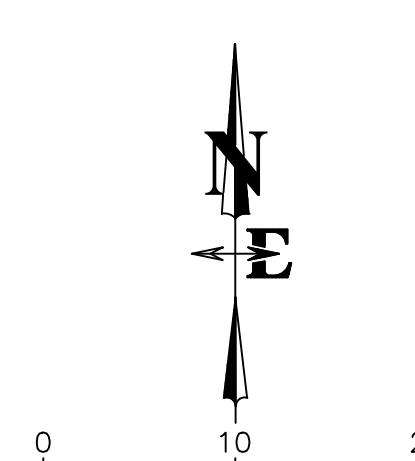
LINE TABLE		
E #	BEARING	DISTANCE
1	N00°45'02"E	41.35
2	S89°14'58"E	4.69
3	S89°14'57"E	4.69
4	S00°59'43"W	6.12
5	S00°59'43"W	35.23
6	S00°45'02"W	7.69
7	S89°14'58"E	29.93
8	N00°45'02"E	7.69
9	N00°46'12"E	8.64
0	N89°13'48"W	39.11
1	S00°46'12"W	14.98
2	N89°13'48"W	5.64
3	S00°46'12"W	32.17
4	S89°13'48"E	4.40
5	S00°44'53"W	11.03
6	S89°14'57"E	14.82
7	S00°45'03"W	7.03
8	S89°14'57"E	9.32
9	S00°39'28"W	20.00
0	N00°36'35"E	12.07

LINE TABLE		
#	BEARING	DISTANCE
	N00°45'03"E	4.00
	N00°44'27"E	3.03
	S00°45'03"W	20.10
	S00°45'03"W	19.83
	S00°45'03"W	19.96
	N00°45'03"E	14.96
	N00°45'03"E	3.37
	N00°45'03"E	1.63
	N89°14'57"W	12.77
	S89°14'57"E	8.40
	N00°44'59"E	1.60
	S00°56'30"W	55.13
	N89°03'30"W	4.37
	N00°56'30"E	4.96
	N00°56'30"E	50.17
	S89°03'30"E	34.58
	N00°56'30"E	7.47

# The Townhomes at Aspen Hill Addition to the Town of Jackson

Identical with  
LOT 1 AND LOT 2, BLOCK 3  
of  
ASPEN HILL LOTS, Plat No. 124  
and as shown on Map T-54A

a part of the  
NE1/4 SE1/4, Section 33  
Township 41 North,  
Range 116 West, 6th P.M.  
Town of Jackson,  
Teton County, Wyoming



— = PROPERTY LINE  
- - - - - = EASEMENT LINE  
- - - - - = VACATED LOT LINE  
— — — — = LIMITED COMMON AREA  
 = FOUND REBAR WITH ALUMINUM CAP "PLS 3831"  
 = FOUND T-STAKE "PE&LS 578"