



# 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

**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: June 17, 2020

Item #: P20-116

Planner: Brendan Conboy

Phone: 733-0440 ext. 1302

Fax: 734-3563

Email: [bconboy@jacksonwy.gov](mailto:bconboy@jacksonwy.gov)

**Owner:**

Hansen & Hansen, LLP  
PO Box 50106  
Idaho Falls, ID 83405

**Applicant:**

Jorgensen Associates. P.C. – Brendan  
Schulte  
PO Box 9550  
Jackson, WY 83002

**REQUESTS:**

The applicant is submitting a request for a Subdivision Plat for the property located at 306 and 404 Hidden Hollow Drive, legally known as, LOT 20, HIDDEN HOLLOW 1ST ADDITION (PLAT 01389) and LOT 18, HIDDEN HOLLOW 1ST ADDITION (PLAT 01389).

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

**Please respond by:** **July 1, 2020 (Sufficiency)**  
**July 8, 2020 (with Comments)**

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



# JORGENSEN

It's About People, Trust and Know How

PO Box 9550 • 1315 HWY 89 S., Suite 201  
Jackson, WY 83002  
PH: 307.733.5150  
| [www.jorgeng.com](http://www.jorgeng.com)

June 15, 2020

Mr. Brendan Conboy  
Town of Jackson Planning Dept.  
P.O. Box 1687  
150 E. Pearl Avenue.  
Jackson, WY 83001  
-Digitally Delivered-

**RE: Hidden Hollow Second Addition to the Town of Jackson Subdivision Plat (S/D) for Planned Unit Development (PUD)-Hidden Hollow**

Dear Brendan,

Attached for sufficiency review, please find one copy of the Subdivision Plat Application for the Hidden Hollow Second Addition to the Town of Jackson (Second Addition) that we are submitting on behalf of Hidden Hollow, LLC. This subdivision application is for twenty (20) townhomes located on lots 16, 17, 18 and 20 within the Hidden Hollow First Addition Subdivision. This is an entitlement by right as per Sketch plan (SP) P16-079 and the Planned Unit Development (HHPUD) P16-080 that were approved for this project on December 5, 2016. This property is not located near any known fault lines. A digital copy of this submittal will be sent to you electronically.

- Planning Permit Application and Response to Checklist
- Jorgensen Associates, Inc. Check No. 11225 for application fees.
- Application Materials
- Title Report
- Subdivision Improvement Agreement
- Access and Utility Easements and CCRs
- Draft Plat Map

Posted Notice will be erected and maintained on the land subject to this application once the meeting dates have been scheduled.

Once we receive a sufficiency determination, we will provide any updates you request to the application in electronic format, and/or hard copies as requested in the number and type you would like for distribution to review agencies. Please call me if you have any questions, or if you require additional information at this time. Thank you for your assistance.

Sincerely,

JORGENSEN ASSOCIATES, INC.

Brendan Schulte, Senior Project Manager

## **Narrative: Hidden Hollow Second Addition to the Town of Jackson Subdivision Plat (S/D) for Hidden Hollow Planned Unit Development (HHPUD)**

### **Subdivision Summary**

This Subdivision Plat (S/D) application is for the Hidden Hollow Second Addition to the Town of Jackson. In recognition of growing need for housing in the Town of Jackson (ToJ), Wyoming. Jorgensen Associates, Inc. (Jorgensen) worked with owners Hansen and Hansen, LLP (Applicant) to create HHPUD. The Applicant had purchased the 10-acre parcel of land from the United States Forest Service (USFS) located at 60 Rosencrans and accessed from North Cache Street and has developed the Hidden Hollow First Addition to the Town of Jackson which proposed 168 units consisting of 13 single-family lots, 20 townhomes and 135 multifamily units contained within five buildings. At present, 110 multi-family units within Building 2/3 and 4/5 have received Certificate of Occupancy and is completely occupied. Building 1 is currently under construction and is schedule for occupancy in July. This subdivision plat application proposes a townhouse plat for twenty (20) townhome units on lots 16, 17, 18 and 20 of the Hidden Hollow First Addition to the Town of Jackson, Pat 1389.

### **A. FINDINGS FOR APPROVAL**

#### **Division 8.5.3 Subdivision Plat Findings for Approval**

##### **1. *Is in substantial conformance with an approved development plan or development option plan.***

This Subdivision Plat application for 20 townhome units is in substantial conformance to Sketch Plan for Planned Unit Development of 168 unit subdivision of USFS parcel (P16-079 and P16-080) Approved by the Town Council on December 5<sup>th</sup>, 2016. Complies.

##### **2. *Complies with the standards of the Section.***

This Subdivision Plat complies with all the standards required by Division 8.5.3. of the Town of Jackson Land Use Development Regulations (LDRs). Complies.

##### **3. *Complies with the subdivision standards of Division 7.2..***

This Subdivision Plat complies with the development standards required by Division 7.2. Subdivision Standards of the LDRs, such as requirements for: new roads; water and sewer infrastructure; utilities; parks; and other physical improvements necessary to safely serve newly subdivided property and to minimize impacts on existing community services and infrastructure. This Subdivision Plat reflects the guidance of the Applicant's Design Team, the ToJ Staff and acceptance by Town Council. Complies.

##### **4. *Complies with all other relevant standards of these LDRs and other Town Ordinances.***

This Subdivision Plat is in compliance with all relevant standards of the LDRs and Town Ordinances; it is important to note that this Plat has benefited from a public review at a sufficient level of detail to determine compliance with these LDRs prior to preparation of plat documents. Complies.

### **B. GENERAL INFORMATION**

Title Report – Complete Title Report for all relevant lots is included in this application.

## C. INITIAL SUBMITTAL

This application is for one new Subdivision Plats: Hidden Hollow Second Addition to the Town of Jackson (Second Addition).

1. **Draft Plat Map** – Draft subdivision plats or maps of survey prepared in association with a Subdivision Plat or application shall contain the information required by State statute and Section 8.5.3 Subdivision Plat.
2. **Notice of Intent** – Applicant has published “Notice of Intent to Subdivide” in the Jackson Hole News and Guide, once each week for 2 weeks within 30 calendar days prior to filing this application, pursuant to Wyoming statutes as amended. Evidence of Notice of Intent is included with this application.
3. **Subdivision Improvement Agreement** – Applicant’s draft of the new Subdivision Improvement Agreements is included in this application.
4. **Documents to be Recorded** – Applicant has included draft copies of the following documents to be recorded concurrently with this application:
  - a. 4<sup>th</sup> Restatement of Covenants, Conditions and Restrictions.



**PLANNING PERMIT APPLICATION**  
**Planning & Building Department**

150 E Pearl Ave. | ph: (307) 733-0440  
P.O. Box 1687 | [www.townofjackson.com](http://www.townofjackson.com)  
Jackson, WY 83001

*For Office Use Only*

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

Date & Time Received \_\_\_\_\_

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

*Please note: Applications received after 3 PM will be processed the next business day.*

**PROJECT.**

Name/Description: Hidden Hollow Second Addition to the Town of Jackson

Physical Address: 306 and 404 Hidden Hollow Drive

Lot, Subdivision: Lots 16, 17, 18 & 20 PIDN: 22-41-16-27-3-34-016-018 & -020

**PROPERTY OWNER.**

Name: Hidden Hollow, LLC Phone: \_\_\_\_\_

Mailing Address: P.O. Box 50106 ZIP: 83405

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

**APPLICANT/AGENT.**

Name: Jorgensen Associates, Inc. c/o Brendan Schulte Phone: \_\_\_\_\_

Mailing Address: P.O. Box 9550 ZIP: 83002

E-mail: bschulte@jorgeng.com

**DESIGNATED PRIMARY CONTACT.**

Property Owner  Applicant/Agent

**TYPE OF APPLICATION.** Please check all that apply; review the type of application at [www.townofjackson.com/200/Planning](http://www.townofjackson.com/200/Planning)

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	<input type="checkbox"/> Design Review	<b>Amendments to the LDRs</b>
Relief from the LDRs	Subdivision/Development Option	<input type="checkbox"/> LDR Text Amendment
<input type="checkbox"/> Administrative Adjustment	<input checked="" type="checkbox"/> Subdivision Plat	<input type="checkbox"/> Map Amendment
<input type="checkbox"/> Variance	<input type="checkbox"/> Boundary Adjustment (replat)	<b>Miscellaneous</b>
<input type="checkbox"/> Beneficial Use Determination	<input type="checkbox"/> Boundary Adjustment (no plat)	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Appeal of an Admin. Decision	<input type="checkbox"/> Development Option Plan	<input type="checkbox"/> Environmental Analysis

**PRE-SUBMITTAL STEPS.** To see if pre-submittal steps apply to you, go to [www.townofjackson.com/200/Planning](http://www.townofjackson.com/200/Planning) and select the relevant application type for requirements. Please submit all required pre-submittal steps with application.

Pre-application Conference #: \_\_\_\_\_ Environmental Analysis #: \_\_\_\_\_  
Original Permit #: P16-080, 079 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. Go to [www.townofjackson.com/200/Planning](http://www.townofjackson.com/200/Planning) and select the relevant application type for submittal requirements.

Have you attached the following?

**Application Fee.** Fees are cumulative. Go to [www.townofjackson.com/200/Planning](http://www.townofjackson.com/200/Planning) and select the relevant application type for the fees.

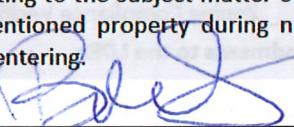
**Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at [www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF](http://www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF).

**Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at [www.townofjackson.com/200/Planning](http://www.townofjackson.com/200/Planning) under the relevant application type.

**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 Property Owner or Authorized Applicant/Agent

  
Brendan Schulte

Name Printed

6/15/20  
Date  
Senior Project Manager  
Title

Parsons Behle & Latimer - Idaho Falls  
900 Pier View Dr  
Idaho Falls, Idaho 83402-4972

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

C. Edward Cather  
PARSONS BEHLE & LATIMER  
900 Pier View Drive, Suite 206  
Idaho Falls, Idaho 83402

GRANTOR: HANSEN & HANSEN HOLDINGS LLP  
GRANTEE: HIDDEN HOLLOW LLC  
Doc 0964796 Filed At 15:56 ON 02/19/19  
Sherry L. Daigle Teton County Clerk fees: 27.00  
By Mary Smith Deputy Clerk

(Space Above For County Clerk's Use)

Parcel Nos.: 22-41-16-27-3-34-001, 22-41-16-27-3-34-002, 22-41-16-27-3-34-003, 22-41-16-27-3-34-004, 22-41-16-27-3-34-005, 22-41-16-27-3-34-006, 22-41-16-27-3-34-007, 22-41-16-27-3-34-008, 22-41-16-27-3-34-009, 22-41-16-27-3-34-010, 22-41-16-27-3-34-011, 22-41-16-27-3-34-012, 22-41-16-27-3-34-013, 22-41-16-27-3-34-014, 22-41-16-27-3-34-015, 22-41-16-27-3-34-016, 22-41-16-27-3-34-17, 22-41-16-27-3-34-018, 22-41-16-27-3-34-019, 22-41-16-27-3-34-020, 22-41-16-27-3-34-021, and 22-41-16-27-3-34-022

**WARRANTY DEED**

For value received HANSEN & HANSEN HOLDINGS, LLP, an Idaho limited liability partnership ("Grantor"), conveys, grants, bargains, and sells to HIDDEN HOLLOW, LLC, a Wyoming limited liability company ("Grantee"), whose address is 2251 N Holmes Ave., Idaho Falls, ID 83404, and its successors and assigns forever, the following described real property situated in Teton County, State of Wyoming ("Property"):

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22 of the HIDDEN HOLLOW 1<sup>ST</sup> ADDITION TO THE TOWN OF JACKSON, according to the Official Plat thereof, on file and of record in the official records of the Teton County, Wyoming Recorder, as Plat No. 1389, Doc. No. 0953516.

SUBJECT TO taxes and assessments, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, and to all zoning laws and ordinances.

TOGETHER WITH, any and all any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the real property herein described.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 15<sup>th</sup> day of  
February, 2019.

HANSEN & HANSEN, LLP

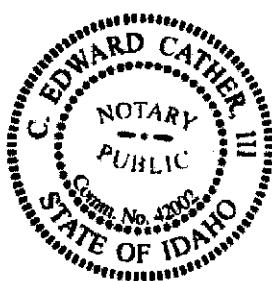
By C. James Hansen

Cary James Hansen, Partner

STATE OF IDAHO )  
                      ) ss.  
County of Bonneville )

On this 15<sup>th</sup> day of February, 2019, before me  
C. Edward Cather III, personally appeared Cary James Hansen, known or identified to  
me to be a Partner of the Grantor Hansen & Hansen, LLP, and acknowledged to me that he  
executed the foregoing in said Grantor's name and on behalf of Grantor.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the  
day and year in this certificate first above written.



C. Edward Cather  
NOTARY PUBLIC FOR IDAHO  
Residing at Shady ID  
My Commission Expires 4/2/22

## LETTER OF AUTHORIZATION

Hidden Hollow, LLC , "Owner" whose address is: \_\_\_\_\_

P.O. Box 50106, Idaho Falls

**(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)**  
Hidden Hollow, LLC, as the owner of property  
**more specifically legally described as:** Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18,  
19, 20, 21, and 22 of the HIDDEN HOLLOW 1st ADDITION TO THE TOWN OF JACKSON, Plat 1389

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

HEREBY AUTHORIZES Zane Powell 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:**

Karen Haas  
(SIGNATURE) (SIGNATURE OF CO-OWNER)

**Title:** President

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

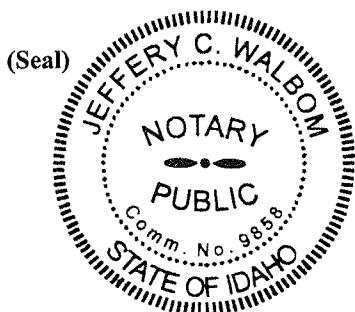
STATE OF Idaho )  
COUNTY OF Bonneville )  
 )SS.

The foregoing instrument was acknowledged before me by Leann Hansen this 21 day of February, 2020.

WITNESS my hand and official seal.

~~(Notary Public)~~

(Notary Public)  
My commission expires:



## LETTER OF AUTHORIZATION

Hidden Hollow, LLC , "Owner" whose address is: \_\_\_\_\_

P.O. Box 50106, Idaho Falls

**(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)**  
Hidden Hollow, LLC , as the owner of property  
**more specifically legally described as:** Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18,  
19, 20, 21, and 22 of the HIDDEN HOLLOW 1st ADDITION TO THE TOWN OF JACKSON, Plat 1389

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

HEREBY AUTHORIZES Jorgensen Associates, Inc. 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:**

John Hasan  
(SIGNATURE) (SIGNATURE OF CO-OWNER)

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

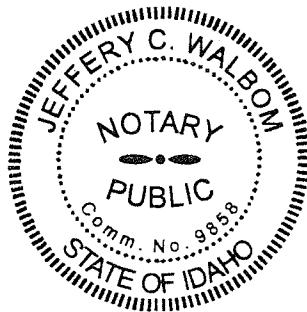
The foregoing instrument was acknowledged before me by LeAnn Hansen this 21 day of February, 2022.

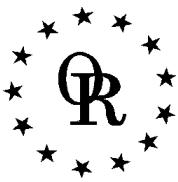
RECORDED, 18  
**WITNESS** my hand and official seal.

~~(Notary Public)~~

My commission expires:

(Seal)





## ALTA COMMITMENT FOR TITLE INSURANCE

*Issued By*

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

### NOTICE

**IMPORTANT – READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

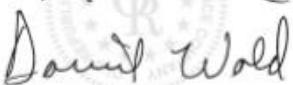
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, **Old Republic National Title Insurance Company**, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By   
C. Monroe  
President  
Attest   
David Wold  
Secretary

**Issued through the office of:**  
**Jackson Hole Title & Escrow**  
**270 W Pearl Ave, Ste 104/PO Box**  
**921 Jackson, WY 83001**  
**(307)733-3153**



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**Authorized Signature**

**If this jacket was created electronically, it constitutes an original document.**

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

**Copyright 2006-2016 American Land Title Association. All rights reserved.**

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## **COMMITMENT CONDITIONS**

### **1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

**2.** If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

**3.** The Company's liability and obligation is limited by and this Commitment is not valid without.

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### **4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### **5. LIMITATIONS OF LIABILITY**

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I – Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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## **6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## **7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

## **8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

## **9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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## ALTA Commitment for Title Insurance

Issued By

**Old Republic National Title Insurance Company****Transaction Identification Data for reference only:**Issuing Agent and Office: Jackson Hole Title & Escrow, 270 W Pearl Ave, Ste 104/PO Box 921, Jackson, WY 83001  
(307)733-3153

Issuing Office's ALTA ® Registry ID: 1040322

Loan ID No.:

Issuing Office Commitment/File No.: 885881JAC

Property Address: 422 Hidden Hollow Drive, Jackson, WY 83001  
424 Hidden Hollow Drive, Jackson, WY 83001  
408 Hidden Hollow Drive, Jackson, WY 83001  
310 Hidden Hollow Drive, Jackson, WY 83001

Revision No.:

**SCHEDULE A**1. Commitment Date: **February 27, 2020 at 7:30 A.M.**

2. Policy (or Policies) to be issued: Owner's Premium Amount reflects applicable rate

(a)  2006 ALTA ® Standard Owner's PolicyProposed Insured: **Eric Macy**

Proposed Policy Amount:

Premium Amount \$ **0.00**(b) Endorsements: **none**(c)  2006 ALTA ® Loan Policy

Proposed Insured:

Proposed Policy Amount: \$

Premium Amount \$ **0.00**

Endorsements:

(d)  ALTA ® Policy

Proposed Insured:

Proposed Policy Amount: \$

Premium Amount \$ **0.00**

Endorsements:

3. The estate or interest in the Land described or referred to in this Commitment is fee simple.

4. The Title is, at the Commitment Date, vested in:

**Hidden Hollow, LLC, a Wyoming limited liability company**

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5. The Land is described as follows:

**Lots 16, 17, 18 and 20 of the Hidden Hollow First Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on July 26, 2018 as Plat No. 1389.**

By:

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached.)

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ALTA Commitment for Title Insurance

Issued By

**Old Republic National Title Insurance Company**

**SCHEDULE B, PART I**  
**Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

a. **Warranty Deed**

From [Hidden Hollow, LLC, a Wyoming limited liability company](#)  
Vesting fee simple title in Eric Macy

A Statement of Consideration is required with each transfer of title in the State of Wyoming per Wyoming Statute 34-1-142.

- b. In order to remove Exception number 19 & 20 please provide a **Cancellation, Satisfaction or Release of Mortgage**.

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5. Furnish the following for [Hidden Hollow, LLC, a Wyoming limited liability company](#):
  - a. **Articles of Organization:** Provide a certified copy of the Articles of Organization filed with the Office of the Secretary of State.
  - b. **Certificate of Good Standing:** Provide a Certificate of Good Standing from the Secretary of State
  - c. **Operating Agreement:** Provide a copy of the Operating Agreement governing the management of the Limited Liability Company, and any amendments thereto.

Note: We reserve the right to make additional requirements or exceptions once these requirements have been met.
6. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.

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ALTA Commitment for Title Insurance

Issued By

**Old Republic National Title Insurance Company**

**SCHEDULE B, PART II**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interest or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that is not shown by the Public Records.
4. Any lien, or right to a lien, imposed by law for services, labor or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the Public Records.
5. (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, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any right, title or interest in any minerals, mineral rights, or related matters, including but not limited to oil, gas, coal, and other hydrocarbons, whether or not shown by the Public Records.

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7. (a) Taxes, assessments or special levies which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- (b) Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the Public Records.
8. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
9. 2020 taxes and special assessments are a lien; amounts not yet determined or payable. If making one payment, due on or before December 31. If making two payments, the first one-half is payable September 1 and becomes delinquent November 10th of the current year, the second one-half is payable March 1 and becomes delinquent May 10th of the following year.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

<b>Tax ID#</b>	<b>Tax Year</b>	<b>1st Half Tax Status</b>	<b>2nd Half Tax Status</b>
OJ-008400 (as to Lot 16)	2019	\$1,777.23 is Paid	\$1,777.23 is Due

10. 2020 taxes and special assessments are a lien; amounts not yet determined or payable. If making one payment, due on or before December 31. If making two payments, the first one-half is payable September 1 and becomes delinquent November 10th of the current year, the second one-half is payable March 1 and becomes delinquent May 10th of the following year.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

<b>Tax ID#</b>	<b>Tax Year</b>	<b>1st Half Tax Status</b>	<b>2nd Half Tax Status</b>
OJ-008401 (as to Lot 17)	2019	\$1,777.23 is Paid	\$1,777.23 is Due

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11. 2020 taxes and special assessments are a lien; amounts not yet determined or payable. If making one payment, due on or before December 31. If making two payments, the first one-half is payable September 1 and becomes delinquent November 10th of the current year, the second one-half is payable March 1 and becomes delinquent May 10th of the following year.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

<b>Tax ID#</b>	<b>Tax Year</b>	<b>1st Half Tax Status</b>	<b>2nd Half Tax Status</b>
OJ-008402 (as to Lot 18)	2019	\$1,777.23 is Paid	\$1,777.23 is Due

12. 2020 taxes and special assessments are a lien; amounts not yet determined or payable. If making one payment, due on or before December 31. If making two payments, the first one-half is payable September 1 and becomes delinquent November 10th of the current year, the second one-half is payable March 1 and becomes delinquent May 10th of the following year.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

<b>Tax ID#</b>	<b>Tax Year</b>	<b>1st Half Tax Status</b>	<b>2nd Half Tax Status</b>
OJ-008404 (as to Lot 20)	2019	\$1,777.23 is Paid	\$1,777.23 is Due

13. Covenants, conditions, restrictions, reservations, easements, encroachments, ditches, roadways, rights-of-way, common areas and building set back requirements as delineated on the recorded Plat Number(s) [1389](#), records of Teton County, Wyoming.

14. Development Agreement:  
 By and Between: Hansen & Hansen, LLP, an Idaho limited liability partnership  
 And: Town of Jackson  
 Recording Information: Doc [0931258](#)

First Amendment to Development Agreement Hidden Hollow Planned Unit Development recorded as Doc [0957090](#).

15. Subdivision Improvement Agreement:  
 By and Between: Hansen & Hansen, LLP, an Idaho limited liability partnership  
 And: Town of Jackson  
 Recording Information: Doc [0953518](#)

16. Declaration of Covenants, Conditions and Restrictions for Hidden Hollow 1st Addition to the Town of Jackson recorded as Doc [0953520](#), but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).

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17. Pathway Access Easement and Agreement:  
By and Between: Hansen & Hansen, LLP, an Idaho limited liability partnership  
And: Town of Jackson  
Recording Information: Doc [0953526](#)

18. Affidavit Affecting Title recorded August 15, 2019 as Doc [0975387](#)

19. Mortgage dated July 11, 2019, to secure an original indebtedness of \$10,211,500.00, and any other amounts and/or obligations secured thereby.  
Recorded: July 16, 2019, in Doc [0973541](#)  
Mortgagor: [Hidden Hollow, LLC, a Wyoming limited liability company](#)  
Mortgagee: Zions Bancorporation, N.A. dba Zions First National Bank

20. Mortgage dated July 30, 2019, to secure an original indebtedness of \$35,200,000.00, and any other amounts and/or obligations secured thereby.  
Recorded: July 30, 2019, in Doc [0974356](#)  
Mortgagor: [Hidden Hollow, LLC, a Wyoming limited liability company](#)  
Mortgagee: Zions Bancorporation, N.A. dba Zions First National Bank

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## INFORMATIONAL NOTES

- A. Other than as shown in Schedule B; we find no Judgment Liens, State Tax Liens, Federal Tax Liens or Child Support Liens of record which attach to the name(s) or interest of the vested owner and/or proposed insured owner/borrower.
- B. The following property address and PIDN Number are provided for informational purposes only:
  - PIDN Number: 22-41-16-27-3-34-016 (as to Lot 16)
  - PIDN Number: 22-41-16-27-3-34-017 (as to Lot 17)
  - PIDN Number: 22-41-16-27-3-34-018 (as to Lot 18)
  - PIDN Number: 22-41-16-27-3-34-020 (as to Lot 20)

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## CERTIFICATE OF SURVEYOR

State of Wyoming )  
County of Teton )  
SS

I, Kenneth G. Magrath, a Wyoming Professional Land Surveyor, employed by Jorgensen Associates, P.C. of Jackson, Wyoming hereby certify that this plat was made from data obtained during field surveys performed by Jonathan H. Patterson, Wyoming PLS 13629, under my direction during June 2016 and from records in the Office of the Clerk of Teton County, Wyoming.

that this plat correctly represents HIDDEN HOLLOW FIRST ADDITION TO THE TOWN OF JACKSON, the boundary of which is more particularly described as follows:

A PARCEL OF LAND, lying within the NW1/4 SW1/4 of Section 27, Township 41 North, Range 116 West, 6th P.M., being those lands conveyed by that Quitclaim Deed of record in Book 910 of Photo, Pages 186-191 in the Office of County Clerk for Teton County, Wyoming, and being more particularly described as follows:

BEGINNING on the easterly right-of-way of State Highway 26-89-191, also known as Cache Street, at a 3" diameter brass cap inscribed "PE&LS 578" as shown hereon, which lies S8954E, 40 feet from the South 1/16th Corner on the East Line of said Section 27;

thence proceeding on said easterly right-of-way and proceeding on the south boundary of that parcel described in that Warranty Deed of record in Book 3 of Deeds, page 248 in said Office, S892838E, 550.31 feet, more or less, to a corner on the east boundary of said parcel, monumented by a 3-1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 2012 PLS 7049";

thence departing said easterly right-of-way and proceeding on the south boundary of that parcel described in that Warranty Deed of record in Book 3 of Deeds, page 248 in said Office, S892838E, 550.31 feet, more or less, to a corner on the east boundary of said parcel, monumented by a 3-1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 2012 PLS 7049";

thence on said east boundary N001922E, 40.00 feet, more or less, to a 3" diameter reinforcing bar with 2" aluminum cap inscribed "Jorgensen Associates PLS 8469", set this survey;

thence proceeding on said easterly right-of-way and proceeding on the south boundary of that parcel described in that Warranty Deed of record in Book 3 of Deeds, page 248 in said Office, S892838E, 550.31 feet, more or less, to a corner on the east boundary of said parcel, monumented by a 3-1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 2012 PLS 7049";

thence N893938W, 241.29 feet, to a 3-1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 2012 PLS 7049" on the easterly boundary of a Wyoming Game and Fish Commission parcel described in that Quitclaim Deed recorded in Book 348 of photo, Page 830 in said Office of County Clerk;

thence N002112E, 203.28 feet, to the witness Northeast Corner thereof and the southerly boundary of the USA Fish & Wildlife Service National Elk Refuge, from whence an iron pipe with 3" diameter brass cap inscribed "PE&LS 578, WC" and other appropriate markings for witness corner lies S885720E, a distance of 1.00 feet;

thence on said southerly boundary S885720E, 581.61 feet, to a 3-1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 1985 RLS 164";

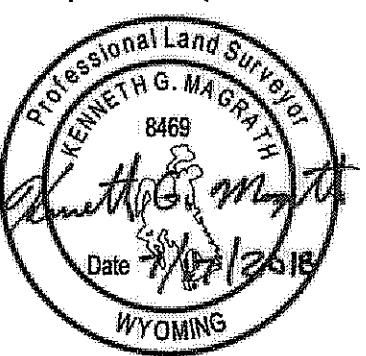
thence departing said southerly boundary and proceeding on the westerly boundary of said National Elk Refuge S187101E, 818.68 feet to a 3-1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 1985 RLS 164" on the northerly boundary of that Teton County School District #1 parcel described in that Warranty Deed in Book 13 of deeds, Page 369 in said office;

thence on said northerly boundary, and boundary of Jackson/Teton County Recreation Center parcel, N892353W, being the Basis of Bearing for this description, 600.27 feet, more or less, to a 3-1/4" diameter brass cap inscribed "1967 RLS 164" at the Northwest Corner of said Jackson/Teton County Recreation Center parcel, and the Northeast Corner of that Kudar Enterprises, Inc. parcel described in that Quitclaim Deed of record in Book 147 of photo, Page 14 in said office;

thence on said northerly boundary, and the northerly boundary of that Kudar Enterprises, Inc. parcel described in that Warranty Deed of record in Book 100 of photo, Page 744 in said office, N892638W, 550.45 feet to the POINT OF BEGINNING.

The above-described parcel contains an area of 10.00 acres, more or less;

HIDDEN HOLLOW FIRST ADDITION TO THE TOWN OF JACKSON being SUBJECT TO and/or having the use and benefit of easements, rights-of-way, covenants, conditions, restrictions, reservations, agreements, and encumbrances as called for in the Certificate of Owners and/or as shown on the detail map of this plat;

  
Kenneth G. Magrath  
Wyoming PLS 8469  
The foregoing instrument was acknowledged before me by Kenneth G. Magrath this 17 day of July 2018.  
WITNESS my hand and official seal.

  
J. Marlene Wilson - NOTARY PUBLIC  
County of Teton State of Wyoming  
My Commission Expires 03/26/19  
Notary Public  
My commission expires: 03/26/19

## NOTES

THIS SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER DIVISION EXCEPT AS PERMITTED BY THE TOWN OF JACKSON, WYOMING.

HIDDEN HOLLOW SUBDIVISION WILL CONNECT WITH THE TOWN OF JACKSON PUBLIC SEWAGE COLLECTION AND TREATMENT SYSTEM. MAINTENANCE OF THE SEWER MAINS WITHIN THE SUBDIVISION, OWNED BY THE TOWN, WILL BE THE RESPONSIBILITY OF THE TOWN OF JACKSON.

HIDDEN HOLLOW SUBDIVISION WILL CONNECT WITH THE TOWN OF JACKSON PUBLIC WATER TREATMENT, SUPPLY AND DISTRIBUTION SYSTEM. MAINTENANCE OF THE WATER MAINS WITHIN THE SUBDIVISION, OWNED BY THE TOWN, WILL BE THE RESPONSIBILITY OF THE TOWN OF JACKSON.

NO PUBLIC MAINTENANCE OF ANY STREETS AND ROADS OF THIS SUBDIVISION.

NO PUBLIC MAINTENANCE OF STORMWATER COLLECTIONS AND TREATMENT SYSTEMS.

THE TOWN OF JACKSON SHALL BE ALLOWED FULL USE OF THE STORM SEWER, ROADS, CURB, GUTTER, AND ALL OF LOT 21 (COMMON LOT) FOR THE PURPOSES OF DEWATERING ACTIVITIES DURING CONSTRUCTION, MAINTENANCE, AND REPAIR OF THE UTILITIES WITHIN HIDDEN HOLLOW THAT ARE OWNED BY THE TOWN OF JACKSON.

A PORTION OF THE FOREGOING SUBDIVISION LIES WITHIN SPECIAL FLOOD HAZARD AREA (SFHA), ZONE A, SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD. REFER TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) MAP 58039C2907D REVISED SEPTEMBER 16, 2015.

THE HIDDEN HOLLOW FIRST ADDITION TO THE TOWN OF JACKSON SUBDIVISION IS SUBJECT TO DELINEATED WETLANDS ON THE PROPERTY AS NOTED BY DEPARTMENT OF THE ARMY CORPS OF ENGINEERS, OMAHA DISTRICT, WYOMING REGULATORY OFFICE ON APRIL 9, 2015.

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

## =WATER RIGHTS NOTES=

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

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

WATER RIGHTS MAY BE ALTERED OVER TIME FOR INFORMATION ON WATER RIGHTS APPURTENANT TO THE LANDS OF THIS SUBDIVISION AFTER THE DATE OF RECORDATION OF THIS PLAT REFER TO THE RECORDS OF THE WYOMING STATE ENGINEER'S OFFICE.

ACCORDING TO A RECENT SEARCH OF THE RECORDS OF THE WYOMING STATE ENGINEER'S OFFICE THERE ARE NO SURFACE WATER RIGHTS APPURTENANT TO THIS SUBDIVISION.

## CERTIFICATE OF OWNER

STATE OF WYOMING )  
COUNTY OF TETON )  
SS

The undersigned, acting for and on behalf of, the owner and proprietor of the lands described in the Certificate of Surveyor and illustrated on Sheet 2 of this plat, do hereby certify;

that the name of the subdivision shall be HIDDEN HOLLOW FIRST ADDITION TO THE TOWN OF JACKSON;

that the lands contained within said HIDDEN HOLLOW FIRST ADDITION TO THE TOWN OF JACKSON, more particularly described in the Certificate of Surveyor hereon, 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 owner;

that the foregoing subdivision is in accordance with, and SUBJECT TO the terms and conditions of the Planned Unit Development Plan P16-079 and P16-080 as approved by the Town Council on the 1st day of December, 2016 and subsequent amendments thereto;

that this subdivision is subject to that Master Plan on file at the Town of Jackson Planning Department and Approved by the Town Council on the 6th day of February, 2016 and going into effect on 8th day of February, 2016 under Ordinances 1167 and 1168;

that this subdivision is subject to that Development Agreement between Hansen & Hansen, LLP, and the Town Of Jackson, recorded as Document No. 0931258 in the Office of County Clerk for Teton County, Wyoming;

that this subdivision is subject to that Subdivision Improvement Agreement between Hansen & Hansen, LLP, and the Town Of Jackson, to be recorded contemporaneously with this Plat;

that this subdivision is subject to those easements, covenants, conditions and restrictions granted and/or declared pursuant to that certain Declaration of Covenants, Conditions, and Restrictions for Hidden Hollow First Addition to the Town of Jackson recorded contemporaneously with this Plat;

that Hansen & Hansen, LLP reserves for itself and its heirs, successors and assigns the right to grant unto other parties nonexclusive easements for any purposes its deemed necessary in the rights of way of the roads and the utility or other easements shown on this plat, as may be amended by the terms of the third party documents that created such easements, within the foregoing subdivision, provided that such future grants shall not cause unreasonable interference with use under prior easement grants; and further reserves the right to amend, modify and/or relocate all easements created by or referenced on this plat; by accepting a deed to any lot and/or condominium unit of the foregoing subdivision, an owner acknowledges that Declarant's reserved rights set forth in the paragraph, and expressly consents hereto to any such grant or amendment and hereby provides that such party is not an abridged or affected party and hereby grants a power of attorney to Hansen and Hansen, LLP for purposes of acknowledging consent to any action required to accomplish said grant or amendment, including but not limited to a partial vacation of Plat;

that Hansen & Hansen, LLP hereby reserves unto itself, its heirs successors and assigns, the right to vacate and replat Lots 14-21 of the foregoing subdivision, by accepting a deed to any lot and/or condominium unit of the foregoing subdivision, an Owner acknowledges the Declarant's reserved rights set forth in this paragraph, and expressly consents hereto to any such vacation and replat of Lots 14-21, or any portion thereof, and hereby grants a power of attorney to the foregoing entities for the purposes of acknowledging consent to any such vacation and replat of Lots 14-21, or any portion thereof, and for the completion of any other action required by the Town of Jackson for the vacation and replat of such Lot or Lots, including but not limited to the modification of any common area and/or the conveyance of any access, snow storage and utility easements in, under, over and across the common area and/or other Lots of the foregoing subdivision;

that Hidden Hollow Drive is a private road that will be owned and maintained by the Hidden Hollow Owners Association and the Town of Jackson shall be under no obligation to construct, maintain or repair said road;

that the geothermal system within the foregoing subdivision shall be private and shall be owned and maintained by the Hidden Hollow Owners Association and the Town of Jackson shall be under no obligation to construct, maintain or repair said system;

that Lots 1, 2 & 3 are subject to and benefit from that certain Declaration of Driveway Access Easement, Utility Easement and Cost Sharing Covenant to be recorded contemporaneously with this Plat and described therein as 0.10 Acre Driveway and Utility Easement, and depicted hereon Sheet 2;

that the Town Of Jackson will own and maintain the water and sewer mains and appurtenances within the foregoing subdivision, and within the easement shown on Sheet 2;

that this subdivision is SUBJECT TO the following instruments of record in the Office of the Clerk of Teton County, Wyoming:

the terms, conditions, easements and reservations contained in that Quitclaim Deed in Book 910 of Photo, Pages 186-191;

that electrical distribution easement recorded in Book 910 of Photo, Pages 192-196;

that easement agreement recorded in Book 910 of Photo, Pages 201-205;

that grant of easement recorded in Book 910 of Photo, Pages 206-208;

that drainage easement recorded in Book 910 of Photo, Pages 938-941;

that sanitary sewer easement recorded in Book 910 of Photo, Pages 942-945;

that this subdivision is SUBJECT TO the following:

that variable width sewer and water utility easement granted by separate instrument recorded contemporaneously with this Plat as depicted on Sheet 2;

that 5' LVE Gasline Easement granted by separate instrument recorded contemporaneously with this Plat as depicted on Sheet 2;

those 6' and 11' pathway easements granted to the Town of Jackson for the benefit of the public pursuant to that certain Pathway Access Easement and Agreement recorded contemporaneously with this Plat as depicted on Sheet 2;

that this subdivision is subject to those certain non-exclusive easements in, on, over, across and through said Common Area Lot 21 of the foregoing subdivision, as amended, to the benefit of the Town of Jackson, and its successors and assigns, for emergency vehicles including ambulance, firefighting vehicles and police vehicles and for access to the Town's utilities within the foregoing subdivision for purposes of maintenance, repair and replacement thereof pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Hidden Hollow First Addition to the Town of Jackson recorded the same date hereof and pursuant to that certain Access and Utility Easement recorded the same date hereof.

that this subdivision is subject to that certain non-exclusive temporary right-of-way and utility easement in, on, over, across and through said Lot 22 of the foregoing subdivision, as amended, to the benefit of the Town of Jackson, and its successors and assigns, for purposes of temporary access for the public and for access to the Town's utilities within the foregoing subdivision for purposes of maintenance, repair and replacement thereof pursuant to that certain Temporary Access and Utility Easement recorded the same date hereof, said temporary easement to terminate upon the dedication and conveyance of Lot 22 and the utility infrastructure set forth therein to the Town of Jackson upon completion of said utility and roadway improvements.

that this subdivision is subject to affordable housing mitigation requirements as set forth in the Hidden Hollow Planned Unit Development Master Plan, as amended.

that according to information provided by a recent search of the records of the State Engineer's Office, no surface water rights are appurtenant to the lands of the foregoing subdivision; ground water rights are appurtenant to the lands of the foregoing subdivision under the permits for wells associated with the Town of Jackson water supply system located on other properties; those ground water rights will be retained;

that all rights under the Homestead Exemption Laws of the State of Wyoming are hereby waived and released;

Hansen & Hansen, LLP  
an Idaho limited liability partnership

C. James Hansen, Partner

The foregoing instrument was acknowledged before me by C. James Hansen, Partner of Hansen & Hansen, LLP, an Idaho limited liability partnership, this 17 day of July 2018.

WITNESS my hand and official seal.

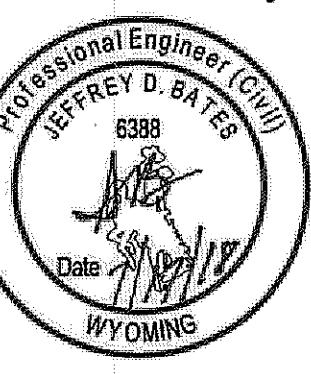
  
Notary Public  
My commission expires: April 30, 2024

**JORGENSEN**  
JACKSON, WYOMING 307.733.5150  
www.jorgeng.com

## CERTIFICATE OF ENGINEER

STATE OF WYOMING )  
COUNTY OF TETON )  
SS

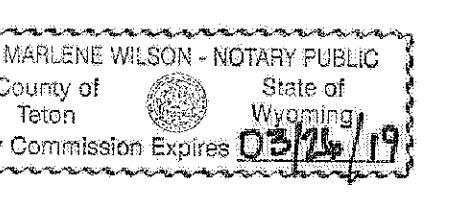
I, Jeffrey Bates, of Jackson, Wyoming, do hereby certify that I am a licensed Wyoming Engineer, and affirm that the water distribution and sewage collection system designed to serve the foregoing subdivision was designed to meet all applicable Town of Jackson, County, State, and Federal requirements, and that said system will be adequate and safe, provided that said system are constructed as designed and operated correctly.

  
Professional Engineer (CE)  
JEFFREY D. BATES  
6388  
Date 03/26/19  
WYOMING

Jeffrey Bates Wyoming PE 6388

The foregoing instrument was acknowledged before me by Jeffrey Bates this 17 day of July 2018.

WITNESS my hand and official seal.

  
J. Marlene Wilson - NOTARY PUBLIC  
County of Teton State of Wyoming  
My Commission Expires 03/26/19  
Notary Public  
My commission expires: 03/26/19

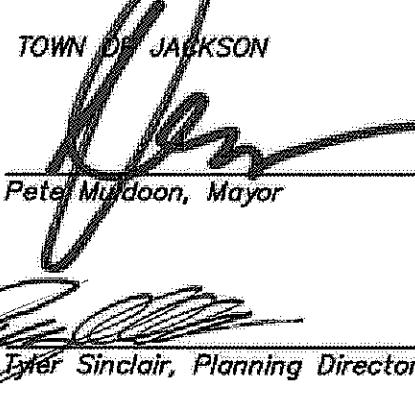
## CERTIFICATE OF APPROVAL

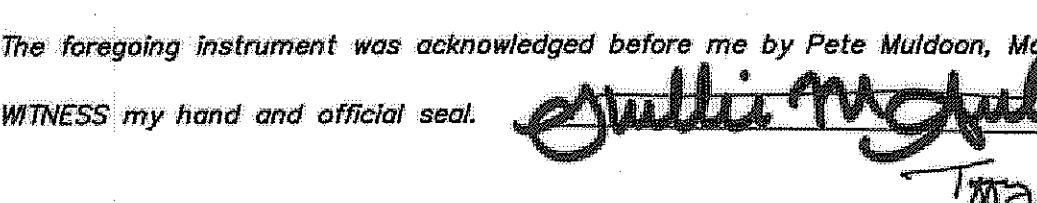
STATE OF WYOMING )  
COUNTY OF TETON )  
TOWN OF JACKSON )

Pursuant to, and in accordance with Section 15-1-415 Wyoming Statutes, and the pertinent Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, HIDDEN HOLLOW FIRST ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council held on the 18 day of June 2018.

ATTEST:

  
Sandra P. Birdyshaw, Town Clerk  
Sandra P. Birdyshaw, Town Clerk

  
Peter Muldoon, Mayor  
Peter Muldoon, Mayor

  
Brian T. Lenz, Engineer  
Brian T. Lenz, Engineer

## LEGEND

- Certified Land Corner of Record, monument below surface in water valve box
- 3-1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 2012 PLS 7049" with other appropriate markings, found this survey
- 3-1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 1985 RLS 164" with other appropriate markings, found this survey
- 3" diameter brass cap inscribed "PE&LS 578" with other appropriate markings, found this survey. NOTE: "WC" indicates witness corner—see detail
- 3-1/4" diameter brass cap inscribed "1967 RLS 164" with other appropriate markings, found this survey
- 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 8469" found this survey
- 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 8469" to be set

S89°55'57" W 320.51'

(S89°56'20" W) (149.88')

S89°26'36" W 550.31'

measured bearing & distance or curve geometry  
record bearing & distance or curve geometrymeasured bearing & distance or curve geometry for Platted lots  
boundary, this subdivision

property adjoining this subdivision

lot of this subdivision

easement as noted

easement granted by separate instrument recorded contemporaneously with Plat

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N71°26'18" W	11.19
L2	N12°38'52" W	6.00
L3	N12°38'52" W	20.99
L4	N09°27'54" W	18.18
L5	N40°32'43" E	10.13
L6	N89°39'36" W	31.04
L7	N89°39'36" W	31.04
L8	N09°27'54" W	64.50
L9	N12°38'52" W	26.99
L10	N61°05'00" E	2.50

LINE TABLE		
LINE	BEARING	DISTANCE
L11	N70°20'24" W	8.20
L12	N10°20'58" E	16.20
L13	N10°20'59" W	16.20
L14	S00°20'24" W	121.07
L15	S00°20'24" W	16.96
L16	S00°20'24" W	16.96
L17	N78°31'13" E	35.46
L18	S89°23'53" W	11.55
L19	S45°20'24" E	13.98
L20	N89°23'53" W	28.47

LINE TABLE		
LINE	BEARING	DISTANCE
L21	S00°20'24" W	32.27
L22	N00°20'24" E	30.25
L23	N09°33'55" W	23.96
L24	N58°12'54" W	25.45
L25	N05°26'33" W	8.71
L26	N19°52'57" E	21.38
L27	S27°02'46" E	34.46
L28	N26°01'27" E	39.36

## Curve Table

CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT
C1	167.65	163.50	58°45'02"	N16°43'39" E	160.40	92.03
C2	129.19	163.50	45°16'27"	N23°27'56" E	125.86	68.18
C3	38.46	163.50	13°28'35"	N5°54'33" W	38.37	19.32
C4	55.00	990.00	37°05'58"	N11°32'23" W	54.99	27.51
C5	26.20	990.00	130°05'8"	N15°32'33" W	26.20	13.10
C6	28.80	990.00	14°00'00"	N10°17'54" W	28.80	14.40
C7	187.91	553.50	19°27'06"	N19°17'27" W	187.01	94.87
C8	45.33	553.50	4°41'33"	N11°48'40" W	45.32	22.68
C9	42.77	553.50	4°25'37"	N16°22'15" W	42.76	21.39
C10	44.07	553.50	4°33'44"	N20°51'36" W	44.08	22.05
C11	43.81	553.50	4°32'05"	N25°24'50" W	43.79	21.91
C12	11.93	553.50	11°47'07"	N28°17'56" W	11.93	5.97
C13	71.70	137.00	29°59'05"	N43°54'33" W	70.98	36.69
C14	30.58	137.00	12°47'19"	N35°18'39" W	30.52	15.35
C15	41.12	137.00	17°11'47"	N50°18'12" W	40.98	20.71
C16	94.55	80.00	6°74'48"	N68°55'56" W	89.14	53.67
C17	61.92	65.00	54°35'04"	N62°22'06" W	59.61	33.54
C18	62.88	62.50	5°38'39"	S61°31'03" W	60.26	34.39
C19	125.56	62.50	11°06'13"	S24°51'23" E	105.48	98.30
C20	188.26	72.50	148°46'44"	S15°37'01" W	139.65	259.48
C21	71.45	75.00	54°35'04"	N62°22'06" W	68.78	38.70

CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT
C22	85.02	70.00	69°35'18"	S69°52'11" E	79.89	48.64
C23	188.73	147.00	73°33'40"	N65°41'50" W	176.03	109.89
C24	191.31	563.50	19°27'06"	N19°11'27" W	190.39	96.58
C25	54.44	980.00	31°05'09"	N11°03'23" W	54.43	27.23
C26	173.18	168.80	58°46'52"	N15°52'22" E	165.68	95.08
C27	5.27	173.50	144°23"	N45°15'48" E	5.27	2.63
C28	64.74	99.50	37°16'53"	N45°33'27" W	63.61	33.56
C29	45.82	513.50	5°08'45"	N26°21'37" W	45.81	22.93
C30	6.06	14.50	23°57'13"	S22°19'35" E	6.02	3.08
C31	74.50	53.50	79°47'19"	S50°14'38" E	68.63	44.72
C32	37.13	26.50	80°16'33"	N50°29'15" W	34.17	22.35
C33	6.79	14.50	26°50'00"	N30°04'01" E	6.73	3.46
C34	88.48	513.52	9°52'20"	N14°24'04" W	88.37	44.35
C35	57.22	103.00	31°05'09"	N11°03'23" W	57.21	28.62
C36	13.14	14.80	51°56'44"	S29°32'07" E	12.70	7.06
C37	5.80	80.00	35°43'39"	S13°56'56" E	5.90	2.95
C38	13.98	113.50	70°31'33"	N37°11'22" W	13.97	7.00
C39	11.05	14.50	43°40'16"	N15°06'59" E	10.79	5.81
C40	3.53	14.50	13°57'59"	S63°38'35" E	3.53	1.78
C41	5.53	14.50	21°50'27"	N11°15'38" E	5.49	2.80

VARIABLE WIDTH EASEMENT FOR UTILITIES BENEFITING THE TOWN OF JACKSON AND FOR ACCESS BENEFITING LOTS 1-20 GRANTED BY SEPARATE INSTRUMENT RECORDED CONTEMPORANEOUSLY WITH PLAT						
(S89°54'4") (550.4")						
S89°26'38" W 550.45" (N89°54'4") (550.4")						
S89°26'38" W 550.31" (N89°54'4") (550.4")						
MONUMENT RECOVERED THIS SURVEY: 0.34' NORTH OF SOUTH ONE-SIXTEENTH SECTION LINE						

15.00' WIDE  
UTILITY EASEMENT BENEFITING  
SILVER STAR TELEPHONE COMPANY, INC.  
BK910P206-208

2-15.00' WIDE  
UTILITY

# Public NOTICES

## What is a Public Notice?

These pages include a variety of notices required by Town, County and State statutes and regulations. These notices include Meeting Agendas, proposed city and county ordinances, tax and budget information, Liquor Licenses, foreclosures, summonses and bid invitations.

## How to place a Public Notice

Jackson Hole News&Guide • PO Box 7445  
Jackson, WY 83002 • (307) 733-2047

Rate: \$9.80 per column inch

Preferred Method of Submission is via Email in a Word/Text document to [Legals@jhnewsandguide.com](mailto:Legals@jhnewsandguide.com). Legals submitted via hard copy or PDF will be charged a typesetting fee of \$10.00 per typed page

LEGAL DEADLINE: THURSDAY AT 3:00 PM

## TETON COUNTY DIVISION OFFICES

### • PUBLIC NOTICE •

#### NOTICE OF PUBLIC REVIEW TETON COUNTY PLANNING COMMISSION MEETING Monday, June 22, 2020

Notice is hereby given that a Public Hearing will be held by the Teton County PLANNING COMMISSION for the purpose of considering the applications listed below pursuant to the Wyoming State Statutes, Sections 16-3-101, et. seq. 18-5-201, et. seq. and 18-5-301, et. seq. as applicable. The Public Hearing will be held in the Commissioners Meeting Room of the Teton County Administration Building at 200 S. Willow Street in Jackson, Wyoming on Monday, June 22, 2020, in their regular meeting which begins at 06:00 PM. Information regarding the applications listed below may be obtained from the Teton County Planning and Development Department, Monday through Friday, 8:00 AM to 5:00 PM, telephone 307-733-3959.

1. Applicant: HARRIS, SCOTT  
Permit No.: CUP2020-0001  
Request: Conditional Use Permit pursuant to Section 8.4.2 of the Teton County Land Development Regulations, to permit a paragliding landing zone.

Location: Teton County Village Exaction Parcel, bordering State Highway 390 and accessed from Apres Vous Road. The property is zoned Public/Semi-Public and is located within the Scenic Resources Overlay.

Publish: 06/03/20

### • CONTINUED PUBLICATIONS •

Request for Proposal

Teton County Datacenter  
General Service Building  
185 S Willow Street  
Jackson, Wyoming

Teton County, Wyoming, is soliciting proposals on the Public Purchase website up to but not later than 1:30 pm MT on June 18, 2020 for the Teton County Datacenter Project.

In order to maintain social distancing, walk-thrus will be done individually by appointment. Email [pcote@tetoncountywy.gov](mailto:pcote@tetoncountywy.gov) to make appointments. A conference is mandatory.

RFP/RFQ packages may be obtained online at the Public Purchase website, <http://www.publicpurchase.com>. Vendors must complete the free registration on the Public Purchase site. Instructions for submittals are available on the Teton County website at Departments/General Services/Purchasing at <http://www.tetoncountywy.gov/1951/Purchasing>. Proposals are to be submitted on that same website. Proposals will be opened upon release by Public Purchase immediately after closing at the Teton County Facilities Maintenance Division office at 185 South Willow, Jackson, WY. The public and interested parties may participate via Zoom meeting. Email [pcote@tetoncountywy.gov](mailto:pcote@tetoncountywy.gov) for an invite.

Teton County reserves the right to reject all proposals and to waive informalities and irregularities in proposals.

Questions are to be posted on the Public Purchase website. All questions and answers will be available to all bidders.

Publish: 05/27, 06/03/20

### INVITATION FOR BIDS:

Equipment List & Hourly Rates (E-19-M)  
Teton County, Wyoming

Invitation for comprehensive Contractor's Equipment list, Hourly rate and any Fuel Surcharges applicable. Teton County is asking interested Contractors to provide a list of equipment, services and materials available, with a brief description, and hourly rate for each item. Please include complete mailing address, business email address, contact phone numbers, and name of business owner and/or manager. Contractors interested in registering their equipment, services and/or materials shall mail a copy of the above information to Teton County Road & Levee, P.O. Box 9575, Jackson, WY 83002, or deliver to our office at 3190 South Adams Canyon Drive, Jackson, WY, or submit by email to David Gustafson at [dgustafson@tetoncountywy.gov](mailto:dgustafson@tetoncountywy.gov). The equipment list and the hourly rates will be valid July 1, 2020 – June 30, 2021. The deadline for accepting qualified bids is 2:00 p.m. Friday June 19, 2020

Publish: 05/27, 06/03, 06/10/20

## TOWN OF JACKSON NOTICES

### • ORDINANCES •

TOWN ORDINANCE 1253  
AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF ORDINANCE NO. 461 (PART), AND CHAPTER 8.34 TO THE MUNICIPAL CODE OF THE TOWN OF JACKSON PROHIBITING SMOKING AND ECIGARETTE USAGE IN PUBLIC BUILDINGS AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT: SECTION I. Section 1 of Town of Jackson Ordinance No. 461 (part) and Chapter 8.34 Smoking in Public Buildings of the Municipal Code of the Town of Jackson is hereby amended and reenacted to read as follows: CHAPTER 8.34. SMOKING IN PUBLIC FACILITIES PROHIBITED. Sections: 8.34.010 Definition. 8.34.020 Prohibition. 8.34.030 Repealed. 8.34.040 Repealed. 8.34.010 Definition. A. Smoke or smoking means the act of burning any nicotine products, weed, filler or plant of any kind in a cigarette, cigarette paper, cigar, pipe or in any other device whatsoever and/or actively using, inhaling or exhaling any electronic cigarettes, vapor material or flavored tobacco products of any kind. B. Public Facility means any facility, including, but not limited to, buildings, property, recreation areas and public parks which are owned, leased, or otherwise operationally controlled, or wholly funded by the Town of Jackson or the Jackson Hole Airport, with the exception of public sidewalks, public streets, public alleys, or public surface parking lots. (Ord. 1253 §1, 2020; Ord. 461 § 1 (part), 1993.) 8.34.020 Prohibition. A. It shall be unlawful to smoke or carry lighted nicotine products, electronic cigarettes, vapor material or flavored tobacco products in any form in any Public Facilities of the Town of Jackson or the Jackson Hole Airport, including but not limited to all interior spaces, courtyards, atriums, balconies, and bus stops. B. Smoking nicotine products, electronic cigarettes, vapor material or flavored tobacco products is prohibited within 25 feet of all doorways, outdoor air intakes, and operable windows of Public Facilities. C. Smoking nicotine products, electronic cigarettes, vapor material or flavored tobacco products is prohibited in all outdoor seating areas, picnic tables, patios and foot paths of Public Facilities, even if beyond the 25-foot limit. (Ord. 1253 §1; Ord. 461 § 1 (part), 1993.) 8.34.030 Repealed. (Ord. 1253 §1; Ord. 461 § 1 (part), 1993.) 8.34.040 Repealed. (Ord. 1253 §1; Ord. 461 § 1 (part), 1993.) SECTION II. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed. SECTION III. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, 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. Dated this May 28, 2020 S. Birdyshaw, Town Clerk.

Publish: 06/03/20

TOWN ORDINANCE 1254  
AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 313, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 325, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 413, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 633, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 706, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 803, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 886, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 899, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 990, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1057, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1101, SECTION 1 OF TOWN OF JACKSON ORDINANCE NO. 1171 AND SECTION 15.20.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON BY CHANGING THE VERSION OF THE NATIONAL ELECTRICAL CODE ADOPTED BY REFERENCE FROM THE 2017 EDITION TO THE 2020 EDITION, WITH CERTAIN AMENDMENTS AND FOR ALLOWING ELECTRICAL PERMIT FEES TO BE SET BY RESOLUTION OF THE TOWN COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED, THAT: SECTION I. Section 2 of Town of Jackson Ordinance No. 313, Section 1 of Town of Jackson Ordinance No. 325, Section 1 of Town of Jackson Ordinance No. 413, Section 1 of Town of Jackson Ordinance No. 633, Section 1 of Town of Jackson Ordinance No. 706, Section 1 of Town of Jackson Ordinance No. 803, Section 1 of Town of Jackson Ordinance No. 886, Section 1 of Town of Jackson Ordinance No. 899, Section 1 of Town of Jackson Ordinance No. 990, Section 1 of Town of Jackson Ordinance No. 1057, Section 1 of Town of Jackson Ordinance No. 1101, Section 1 of Town of Jackson Ordinance No. 1171 AND SECTION 15.20.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON BY CHANGING THE VERSION OF THE NATIONAL ELECTRICAL CODE ADOPTED BY REFERENCE FROM THE 2017 EDITION TO THE 2020 EDITION, WITH CERTAIN AMENDMENTS AND FOR ALLOWING ELECTRICAL PERMIT FEES TO BE SET BY RESOLUTION OF THE TOWN COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED, THAT: SECTION I. 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# • Public Notices •

## GENERAL PUBLIC NOTICES

### • PUBLIC NOTICE •

#### NOTICE OF BUDGET HEARING FOR RAFTER J IMPROVEMENT AND SERVICE DISTRICT

Rafter J Improvement and Service District will conduct a public budget hearing for the 2020-2021 fiscal year at 7:00 p.m. on Monday, June 15, 2020. This hearing will be conducted online. Interested residents within the District are invited to attend and participate virtually. Contact the Rafter J office at 307-733-5262 or office@rafterj.org for online access information. The proposed budget may be obtained online at <http://www.rafterj.org/isd-budgets-and-audits/> or from the Rafter J office located at 2951 W. Big Trail Drive, Jackson WY 83001.

**Publish: 06/03/20**

#### Public Notice of Comment Period

Teton Conservation District will accept written comments on its draft 2020 - 2025 Long Range Plan beginning Wednesday, May 27, 2020. The comment period will close at 5:00 p.m. on Monday, July 13, 2020.

Go to [www.tetonconservation.org/legal-notices](http://www.tetonconservation.org/legal-notices) to view the draft 2020-2025 Long Range Plan. Hard copies are available on request.

Comments may be submitted by email or mail to [info@tetonconservation.org](mailto:info@tetonconservation.org) or PO Box 1070, Jackson WY 83001.

**Publish: 06/03, 06/10/20**

The Jackson Hole Airport Board approved a Notice of Proposed Rulemaking for changes to its Ground Transportation Rule at its May 21, 2020 meeting. The Board is accepting public comment for 45 days and will hold a public hearing on its proposed adoption of the amended Ground Transportation Rules on July 15, 2020, commencing at 8:30 a.m. in the Board Room at the Jackson Hole Airport. Further information and a copy of the proposed Ground Transportation Rule amendments may be obtained by calling (307) 733-7682 or e-mailing [dustin.havel@jhairport.org](mailto:dustin.havel@jhairport.org). The proposed Rules amendments are also posted on the Airport's website at [www.JacksonHoleAirprot.com](http://www.JacksonHoleAirprot.com), under "About JAC" and "Reports & Records."

**Publish: 06/03, 06/10/20**

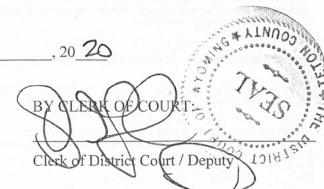
### • CONTINUED PUBLICATIONS •

STATE OF WYOMING	)	IN THE DISTRICT COURT
COUNTY OF Teton	) ss.	NINTH JUDICIAL DISTRICT
IN THE MATTER OF THE	)	Civil Action Case No. 18229
CHANGE OF NAME OF	)	2020 MAY 12 PM 2:00
Christy Clare Kadue	)	TETON COUNTY, WYOMING
Petitioner	)	FILED
Christy Clare Kadue	)	2020 MAY 12 PM 2:00
NOTICE OF PUBLICATION		

You are hereby notified that a Petition For Change of Name, Civil Action No. 18229, has been filed on behalf of (current full name) Christy Clare Kadue in the Wyoming District Court for the 9th Judicial District, whose address is (address of District Court) 180 S King St, Jackson, WY 83001, the object and prayer of which is to change the name of the above-named person from Christy Clare Kadue to Chris Clare Kadue. (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 12<sup>th</sup> day of MAY, 2020



**Publish: 05/27, 06/03, 06/10, 06/17/20**

#### IN THE DISTRICT COURT OF THE STATE OF WYOMING IN AND FOR THE COUNTY OF TETON NINTH JUDICIAL DISTRICT

In Re. the Matter of the Estate of:

ANDREW McCLURE WRIGHT,

Deceased.

Probate No.: 3332

#### NOTICE OF FILING OF PETITION FOR ANCILLARY ADMINISTRATION OF NONRESIDENT ESTATE

You are hereby notified that a Petition for Ancillary Administration of Nonresident Estate has been filed with respect to Andrew McClure Wright (the "Decedent"), in the above captioned action in accordance with Wyo. Stat. § 2-11-201. Any person wishing to object to the contents of the foregoing Petition must do so in writing, in the above captioned action, within thirty (30) days from the date when this Notice is first published in a newspaper of general circulation in Teton County, Wyoming. If no objections are filed within said thirty (30) day period, then the Petitioner will seek to have the above captioned Court enter an Order admitting the Decedent's original probate proceedings as a probate of the Decedent's Wyoming probate assets.

Respectfully submitted this May 20, 2020.

Katherine Spencer Zelazny, WYSB 6-2802,  
Geittmann Larson Swift LLP  
155 East Pearl Street, Suite 200  
P.O. Box 1226  
Jackson, Wyoming 83001  
(307) 733-3923 – voice

**Publish: 05/27, 06/03, 06/10/20**

#### NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with §18-5-306 Wyoming Statutes that **Hidden Hollow, LLC** 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 Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at 733-0440 for scheduled meeting dates. The proposed subdivision will contain 20 Townhome lots and will record in up to two different plats. The project is located on approximately 1.42 acres, and is described as Lots 16, 17, 18 and 20 of the Hidden Hollow 1st Addition to the Town of Jackson, located within the NW1/4 SW1/4 of Section 27, Township 41N, Range 116W. The street addresses of said lots 16, 17, 18 and 20 are 424, 410, 404, and 306 Hidden Hollow Drive, Jackson, WY 83001, respectively. The names of the proposed subdivisions are Hidden Hollow 2nd Addition to the Town of Jackson and Hidden Hollow 3rd Addition to the Town of Jackson.

**Publish: 05/20, 05/27, 06/03, 06/10/20**

#### NOTICE OF MORTGAGE FORECLOSURE BY ADVERTISEMENT AND SALE

You are hereby notified that Bank of Jackson Hole ("Lender") intends to foreclose upon the below described mortgage granted and given to Lender by Heinz Munz and Babs Munz, then husband and wife, on April 25, 2014 and recorded in the Office of the Teton County Clerk, Teton County, Wyoming, on April 25, 2014 as Document No. 0856920 at book 867, Page 1093-1098 ("Mortgage").

The Mortgage burdens real property located in Teton County, Wyoming, described as follows:

Lot 7 of Deer Creek Heights Subdivision, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on October 1, 1974 as Plat No. 250

**PIDN 22-39-16-34-1-06-003**

Together with all improvements situated thereon and all fixtures and appurtenances thereto (collectively "Property").

The Mortgage secures that certain Promissory Note dated April 25, 2014 given by Heinz Munz and Babs Munz, then husband and wife, to Lender in the original principal amount of \$500,000.00, as modified by that certain Change in Terms Agreement, dated April 25, 2019 (collectively "Promissory Note").

The Promissory Note is now due and payable in full. Lender, as holder of the Promissory Note and Mortgage, has elected to declare the entire balance due and payable and to exercise its power to foreclose the Mortgage by advertisement and sale as provided in the Mortgage and under applicable law.

No suit or proceeding has been instituted at law to recover the debt secured by the Mortgage, or any part thereof.

Therefore, take notice that, pursuant to the terms of the Mortgage and laws of the State of Wyoming, the Mortgage will be foreclosed and the Property will be sold for cash at public auction by the Teton County Sheriff on Thursday, June 18, 2020, at the hour of 10:00 o'clock a.m. inside the front door of the Teton County Courthouse, 180 South King, Jackson, Wyoming. All bids will be considered and Lender is entitled to attend the foreclosure sale and bid on the Property.

The amount due and owing to Lender as of the first date of publication of this notice is \$466,873.72, together with attorneys' fees and foreclosure costs and expenses. The proceeds of the foreclosure sale will be applied to the following: outstanding principle - \$450,590.12; outstanding interest - \$2,732.06; outstanding secondary interest - \$13,534.62; and release fees - \$17.00. Interest continues to accrue at \$55.40042 per day. Plus additional attorney's fees, foreclosure costs and expenses.

The property being foreclosed on may be subject to other liens and encumbrances that will not be extinguished at the sale and any prospective purchaser should research the status of title before submitting a bid.

**DATED May 7, 2020**

**BANK OF JACKSON HOLE**  
**Publish: 05/13, 05/20, 05/27, 06/03/20**



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**Jackson Hole News&Guide**

## CERTIFICATE OF SURVEYOR

State of Wyoming )  
County of Teton ) SS

I, Kenneth G. McGrath, a Wyoming Professional Land Surveyor, employed by Jorgensen Associates, P.C. of Jackson, Wyoming hereby certify that this plat was made from data obtained during field surveys performed by Jonathan H. Patterson, Wyoming PLS 13629, under my direction from June 2016 to June 2020 and from records in the Office of the Clerk of Teton County, Wyoming;

that this plat correctly represents HIDDEN HOLLOW 2ND ADDITION TO THE TOWN OF JACKSON, the boundary of which is IDENTICAL to the following described lands:

LOTS 16, 17, 18 & 20 of Hidden Hollow 1st Addition To The Town of Jackson, a subdivision of record as Plat 1389 in the Office of County Clerk for Teton County, Wyoming, said lands lying within the NW1/4 SW1/4 of Section 27, Township 41 North, Range 116 West, 6th P.M.

The above-described lands contain an area of 1.41 acres, more or less;

HIDDEN HOLLOW 2ND ADDITION TO THE TOWN OF JACKSON being SUBJECT TO and/or having the use and benefit of easements, rights-of-way, covenants, conditions, restrictions, reservations, agreements, and encumbrances as called for in the Certificate of Owner and/or as shown on any or all sheets of this plat.



Kenneth G. McGrath  
Wyoming PLS 8469

The foregoing instrument was acknowledged before me by Kenneth G. McGrath this \_\_\_\_ day of \_\_\_\_\_ 2020.

WITNESS my hand and official seal.

Notary Public  
My commission expires:

## ACKNOWLEDGEMENT OF MORTGAGEE

MORTGAGE DATED JULY 11, 2019, TO SECURE AN ORIGINAL INDEBTEDNESS OF \$10,211,500.00, AND ANY OTHER AMOUNTS AND/OR OBLIGATIONS SECURED THEREBY. RECORDED: JULY 16, 2019, IN DOC 097354 MORTGAGOR: HIDDEN HOLLOW, LLC, A WYOMING LIMITED LIABILITY COMPANY. MORTGAGEE: ZIONS BANCORPORATION, N.A. DBA ZIONS FIRST NATIONAL BANK

MORTGAGE DATED JULY 30, 2019, TO SECURE AN ORIGINAL INDEBTEDNESS OF \$35,200,000.00, AND ANY OTHER AMOUNTS AND/OR OBLIGATIONS SECURED THEREBY. RECORDED: JULY 30, 2019, IN DOC 0974356 MORTGAGOR: HIDDEN HOLLOW, LLC, A WYOMING LIMITED LIABILITY COMPANY. MORTGAGEE: ZIONS BANCORPORATION, N.A. DBA ZIONS FIRST NATIONAL BANK

Signature by separate affidavit recorded with this plat on the Same date.

## NOTES

THIS SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER DIVISION EXCEPT AS PERMITTED BY THE TOWN OF JACKSON, WYOMING.

HIDDEN HOLLOW 2ND ADDITION SUBDIVISION WILL CONNECT WITH THE TOWN OF JACKSON PUBLIC SEWAGE COLLECTION AND TREATMENT SYSTEM. MAINTENANCE OF THE SEWER MAINS WITHIN THE SUBDIVISION, OWNED BY THE TOWN, WILL BE THE RESPONSIBILITY OF THE TOWN OF JACKSON.

HIDDEN HOLLOW 2ND ADDITION SUBDIVISION WILL CONNECT WITH THE TOWN OF JACKSON PUBLIC WATER TREATMENT, SUPPLY AND DISTRIBUTION SYSTEM. MAINTENANCE OF THE WATER MAINS WITHIN THE SUBDIVISION, OWNED BY THE TOWN, WILL BE THE RESPONSIBILITY OF THE TOWN OF JACKSON.

NO PUBLIC MAINTENANCE OF ANY STREETS AND ROADS OF THIS SUBDIVISION.

NO PUBLIC MAINTENANCE OF STORMWATER COLLECTIONS AND TREATMENT SYSTEMS.

THE TOWN OF JACKSON SHALL BE ALLOWED FULL USE OF THE STORM SEWER, ROADS, CURB, GUTTER, AND ALL OF COMMON LOTS FOR THE PURPOSES OF Dewatering ACTIVITIES DURING CONSTRUCTION, MAINTENANCE, AND REPAIR OF THE UTILITIES WITHIN HIDDEN HOLLOW THAT ARE OWNED BY THE TOWN OF JACKSON.

THE HIDDEN HOLLOW FIRST ADDITION TO THE TOWN OF JACKSON SUBDIVISION IS SUBJECT TO DELINEATED WETLANDS ON THE PROPERTY AS NOTED BY DEPARTMENT OF THE ARMY CORPS OF ENGINEERS, OMAHA DISTRICT, WYOMING REGULATORY OFFICE ON APRIL 9, 2015.

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

## =WATER RIGHTS NOTES=

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

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

WATER RIGHTS MAY BE ALTERED OVER TIME, FOR INFORMATION ON WATER RIGHTS APPURTEINANT TO THE LANDS OF THIS SUBDIVISION AFTER THE DATE OF RECORDATION OF THIS PLAT REFER TO THE RECORDS OF THE WYOMING STATE ENGINEER'S OFFICE.

ACCORDING TO A RECENT SEARCH OF THE RECORDS OF THE WYOMING STATE ENGINEER'S OFFICE THERE ARE NO SURFACE WATER RIGHTS APPURTEINANT TO THIS SUBDIVISION.

## CERTIFICATE OF OWNER

State of Wyoming )  
County of Teton ) SS

The undersigned, acting for and on behalf of, the owner and proprietor of the lands described in the Certificate of Surveyor and illustrated on Sheets 3 through 5 of this plat, do hereby certify:

that the name of the foregoing subdivision shall be HIDDEN HOLLOW 2ND ADDITION TO THE TOWN OF JACKSON;

that the lands contained within said HIDDEN HOLLOW 2ND ADDITION TO THE TOWN OF JACKSON, more particularly described in the Certificate of Surveyor hereon 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 owner;

that Lots 16, 17, 18, and 20 of Hidden Hollow 1st Addition to the Town of Jackson, of record as Plat 1389 in the Office of County Clerk for Teton County, Wyoming, and described in the Certificate of Surveyor hereon, are hereby vacated in accordance with Section 34-12-106 through Section 34-12-110 Wyoming Statutes, and that in accordance with said Section 34-12-110 said Clerk is respectfully requested to write VACATED across said lots on said Plat 1389;

that the foregoing subdivision is in accordance with, and SUBJECT TO the terms and conditions of the Planned Unit Development Plan P16-079 and P16-080 as approved by the Town Council on the 1st day of December, 2016, the 6th day of February, 2016 and going into effect on 8th day of February, 2016 under Ordinances 1167 and 1168 and subsequent amendments thereto;

that this subdivision is subject to that First Amended Master Plan on file at the Town of Jackson Planning Department and Approved by the Town Council on seventeenth day of September, 2018;

that Affidavit Affecting Title recorded August 15, 2019 as Doc 0975387 of record in the Office the Clerk of Teton County, Wyoming;

that this subdivision is subject to that Development Agreement between Hansen & Hansen, LLP, and the Town Of Jackson, recorded as Document No. 0931258 in the Office of County Clerk for Teton County, Wyoming; as amended by that certain First Amendment to Development Agreement recorded in the Office of said County Clerk as Document No. 0957090;

that this subdivision is subject to that Subdivision Improvement Agreement between Hansen & Hansen, LLP, and the Town Of Jackson, recorded as Document No. 0953518 in the Office of County Clerk for Teton County, Wyoming, and that Subdivision Improvement Agreement between Hidden Hollow, LLC, and the Town of Jackson recorded on the same date hereof;

that this subdivision is subject to those easements, covenants, conditions and restrictions granted and/or declared pursuant to that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Hidden Hollow 1st Addition to the Town of Jackson and Hidden Hollow 2nd Addition to the Town of Jackson, recorded on the same date hereof;

that Hidden Hollow, LLC reserves for itself and its heirs, successors and assigns the right to grant unto other parties nonexclusive easements for any purposes it deems necessary in the rights of way of the roads and the utility or other easements shown on this plat, as may be amended by the terms of the third party documents that created such easements, within the foregoing subdivision, provided that such future grants shall not cause unreasonable interference with use under prior easement grants; and further reserves the right to amend, modify and/or relocate all easements created by or referenced on this plat; by accepting a deed to any lot of the foregoing subdivision, an owner acknowledges that Declarant's reserved rights set forth in the paragraph, and expressly consents hereto to any such grant or amendment and hereby provides that such party is not an abridged or affected party and hereby grants a power of attorney to Hidden Hollow, LLC for purposes of acknowledging consent to any action required to accomplish said grant or amendment, including but not limited to a partial vacation of Plat;

that Hidden Hollow Drive is a private road that will be owned and maintained by the Hidden Hollow Owners Association and the Town of Jackson shall be under no obligation to construct, maintain or repair said road;

that the Town of Jackson will own and maintain the water and sewer mains and appurtenances within the foregoing subdivision, and within the easement as depicted on Plat 1389 of record in the Office of the Clerk of Teton County, Wyoming;

that this subdivision is SUBJECT TO the following:

that variable width sewer and water utility easement recorded in the Office the Clerk of Teton County, Wyoming as Document No. 0953524 and as depicted on Plat 1389 of record in said office of County Clerk;

those 6' and 11' pathway easements granted to the Town of Jackson for the benefit of the public pursuant to that certain Pathway Access Easement and Agreement recorded in the Office the Clerk of Teton County, Wyoming as Document No. 0953526 and as depicted on Plat 1389 of record in said office of County Clerk;

that access and utility easements have been granted over Lots 21 and 22 of the Hidden Hollow 1st Addition to the Town of Jackson to each Lot Owner for the benefit of each Lot set forth herein pursuant to the Certificate of Owner of the Final Plat of the Hidden Hollow 1st Addition to the Town of Jackson (Plat 1389) and pursuant to the provisions set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Hidden Hollow 1st Addition to the Town of Jackson and the Hidden Hollow 2nd Addition to the Town of Jackson recorded the same date hereof;

that this subdivision is not subject to affordable housing mitigation requirements as all affordable housing mitigation has been provided for in Lots 14, 15 and 19 of said Hidden Hollow 1st Addition to the Town of Jackson;

that according to information provided by a recent search of the records of the State Engineer's Office, no surface water rights are appurtenant to the lands of the foregoing subdivision; ground water rights are appurtenant to the lands of the foregoing subdivision under the permits for wells associated with the Town of Jackson water supply system located on other properties; those ground water rights will be retained;

that all rights under the Homestead Exemption Laws of the State of Wyoming are hereby waived and released;

Hidden Hollow, LLC  
an Idaho limited liability company

Signature by separate affidavit recorded with this plat on the Same date.

## LAND USE SUMMARY

TOTAL AREA: 1.41± Acres

22 TOTAL LOTS:

Lots 23-37 (0.74± Acres)  
Common Lot 38 (0.67± Acres)  
Lots 39-43 (0.17± Acres)  
Common Lot 44 (0.194± Acres)

PREPARATION DATE: June 15, 2020

REVISION DATE: \_\_\_\_\_

Notary Public  
My commission expires:

The foregoing instrument was acknowledged before me by Brian T. Lenz, Town Engineer, this \_\_\_\_ day of \_\_\_\_\_ 2020.

WITNESS my hand and official seal.

Notary Public  
My commission expires:

The foregoing instrument was acknowledged before me by Paul Anthony, Town Planning Director, this \_\_\_\_ day of \_\_\_\_\_ 2020.

WITNESS my hand and official seal.

Notary Public  
My commission expires:

The foregoing instrument was acknowledged before me by Sandra P. Birdshaw, Town Clerk, this \_\_\_\_ day of \_\_\_\_\_ 2020.

WITNESS my hand and official seal.

Notary Public  
My commission expires:

The foregoing instrument was acknowledged before me by Pete Muldoon, Mayor, this \_\_\_\_ day of \_\_\_\_\_ 2020.

WITNESS my hand and official seal.

Notary Public  
My commission expires:

The foregoing instrument was acknowledged before me by Sandra P. Birdshaw, Town Clerk, this \_\_\_\_ day of \_\_\_\_\_ 2020.

WITNESS my hand and official seal.

Notary Public  
My commission expires:

The foregoing instrument was acknowledged before me by Sandra P. Birdshaw, Town Clerk, this \_\_\_\_ day of \_\_\_\_\_ 2020.

WITNESS my hand and official seal.

Notary Public  
My commission expires:

The foregoing instrument was acknowledged before me by Sandra P. Birdshaw, Town Clerk, this \_\_\_\_ day of \_\_\_\_\_ 2020.

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Notary Public  
My commission expires:

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WITNESS my hand and official seal.

Notary Public  
My commission expires:

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WITNESS my hand and official seal.

Notary Public  
My commission expires:

The foregoing instrument was acknowledged before me by Sandra P. Birdshaw, Town Clerk, this \_\_\_\_ day of \_\_\_\_\_ 2020.

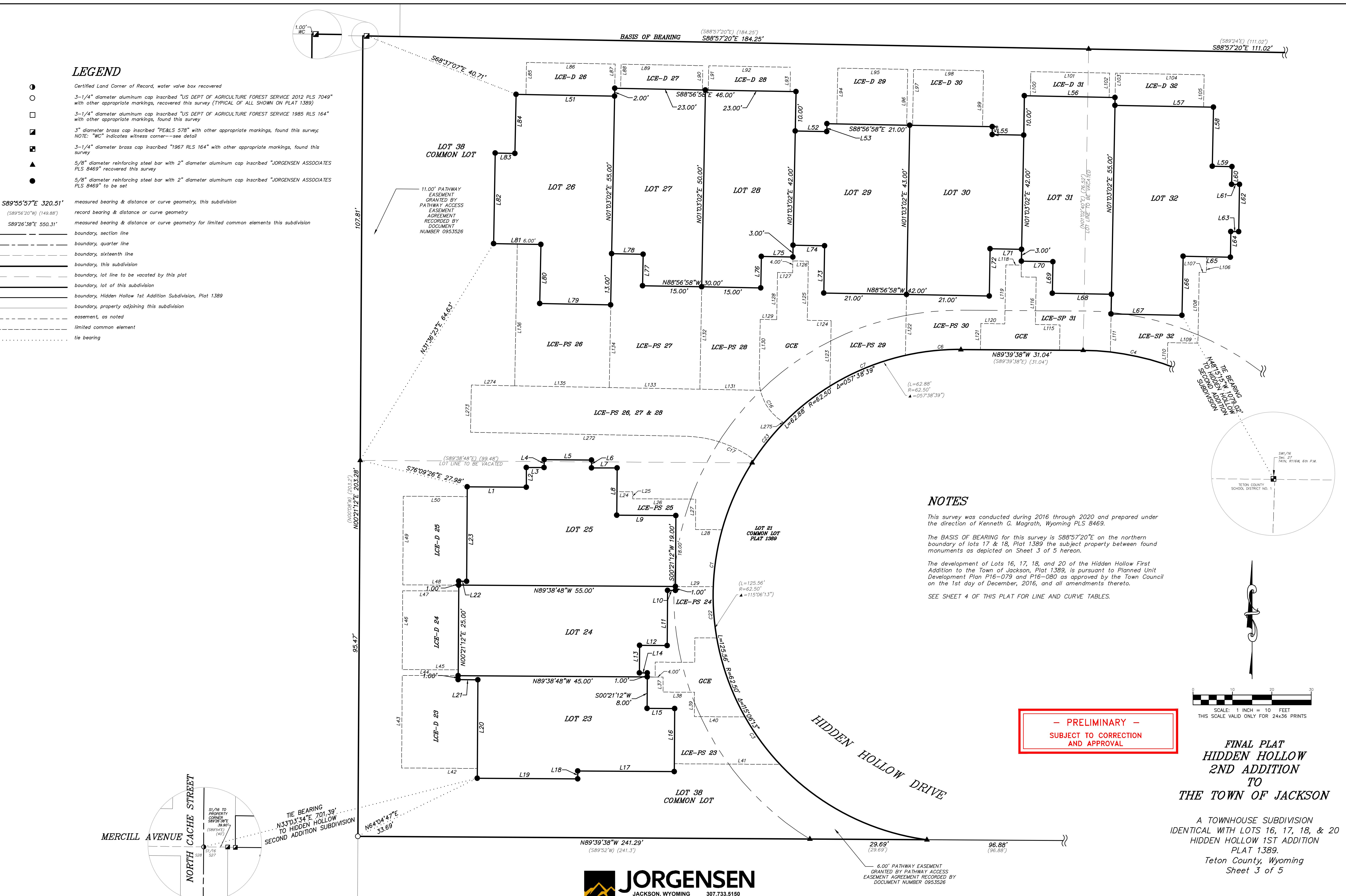
WITNESS my hand and official seal.

Notary Public  
My commission expires:

The foregoing instrument was acknowledged before me by Sandra P. Birdshaw, Town Clerk, this \_\_\_\_ day of \_\_\_\_\_ 2020.

WITNESS my hand and official seal.





## LEGEND

Printed by Relyon on Jun 15, 2020, 2:38pm

- Certified Land Corner of Record, water valve box recovered
- 3-1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 2012 PLS 7049" with other appropriate markings, recovered this survey (TYPICAL OF ALL SHOWN ON PLAT 1389)
- 3-1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 1985 RLS 164" with other appropriate markings, found this survey
- 3" diameter brass cap inscribed "PEELS 578" with other appropriate markings, found this survey; NOTE: "WC" indicates witness corner—see detail
- 3-1/4" diameter brass cap inscribed "1967 RLS 164" with other appropriate markings, found this survey
- 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 8469" recovered this survey
- 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 8469" to be set

**320.51'**  
 $(S89^{\circ}55'57"E)$   $(111.02')$   
 $(S89^{\circ}56'20"E)$   $(149.88')$   
 $S89^{\circ}56'38"E$   $550.31'$

measured bearing & distance or curve geometry, this subdivision  
 record bearing & distance or curve geometry  
 measured bearing & distance or curve geometry for limited common elements this subdivision  
 boundary, section line  
 boundary, quarter line  
 boundary, sixteenth line  
 boundary, this subdivision  
 boundary, lot line to be vacated by this plot  
 boundary, lot of this subdivision  
 boundary, Hidden Hollow 1st Addition Subdivision, Plat 1389  
 boundary, property adjoining this subdivision  
 easement, as noted

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89^{\circ}38'48"E	15.00
L2	N00^{\circ}21'12"E	5.00
L3	S89^{\circ}38'48"E	4.50
L4	N00^{\circ}21'12"E	2.00
L5	S89^{\circ}38'48"E	12.00
L6	S00^{\circ}21'12"W	2.00
L7	S89^{\circ}38'48"E	6.50
L8	S00^{\circ}21'12"W	12.00
L9	S89^{\circ}38'48"E	15.00
L10	N89^{\circ}38'48"W	2.00
L11	S00^{\circ}21'12"W	14.00
L12	N89^{\circ}38'48"W	7.00
L13	S00^{\circ}21'12"W	7.00
L14	S89^{\circ}38'48"E	2.00
L15	S89^{\circ}38'48"E	7.00
L16	S00^{\circ}21'12"W	16.00
L17	N89^{\circ}38'48"W	24.50
L18	S00^{\circ}21'12"W	2.00
L19	N89^{\circ}38'48"W	25.50
L20	N00^{\circ}21'12"E	25.00
L21	N89^{\circ}38'48"W	5.00
L22	S89^{\circ}38'48"E	2.00
L23	N00^{\circ}21'12"E	24.00
L24	N89^{\circ}38'48"W	4.00
L25	N00^{\circ}21'12"E	1.78
L26	N89^{\circ}38'48"W	16.00
L27	N00^{\circ}21'12"E	7.72
L28	N89^{\circ}38'48"W	6.77
L29	S89^{\circ}40'12"E	9.61
L30	N00^{\circ}21'12"E	3.82
L31	N89^{\circ}38'48"W	8.00
L32	N00^{\circ}21'12"E	6.18
L33	N89^{\circ}38'48"W	12.86
L34	S89^{\circ}38'48"E	26.81
L35	N89^{\circ}38'48"W	19.21
L36	N00^{\circ}21'12"E	23.50
L37	S89^{\circ}38'48"E	14.21
L38	S89^{\circ}38'48"E	14.21
L39	S00^{\circ}21'12"W	20.00
L40	N89^{\circ}38'48"W	14.21
L41	S89^{\circ}38'48"E	14.21
L42	N89^{\circ}38'48"W	14.21
L43	N00^{\circ}21'12"E	14.21
L44	S89^{\circ}38'48"E	14.21
L45	S89^{\circ}38'48"E	14.21
L46	S00^{\circ}21'12"W	14.21
L47	N89^{\circ}38'48"W	14.21
L48	S89^{\circ}38'48"E	14.21
L49	S00^{\circ}21'12"W	22.50
L50	N89^{\circ}38'48"W	16.21
L51	S88^{\circ}56'58"E	25.00
L52	S88^{\circ}56'58"E	8.00
L53	N01^{\circ}03'02"E	2.00
L54	S01^{\circ}03'02"W	2.00
L55	S88^{\circ}56'58"E	8.00
L56	S88^{\circ}56'58"E	23.00
L57	S88^{\circ}56'58"E	25.00

LINE TABLE		
LINE	BEARING	DISTANCE
L58	S01^{\circ}03'02"W	15.00
L59	S88^{\circ}57'00"E	5.00
L60	S01^{\circ}03'02"E	4.50
L61	S88^{\circ}56'58"E	2.00
L62	S01^{\circ}03'02"W	12.00
L63	S88^{\circ}56'58"W	2.00
L64	S01^{\circ}03'02"W	6.50
L65	N88^{\circ}56'58"W	12.00
L66	S01^{\circ}03'02"W	15.00
L67	S88^{\circ}56'58"W	18.00
L68	S88^{\circ}56'58"W	15.00
L69	N01^{\circ}03'02"E	8.00
L70	S88^{\circ}56'57"W	8.00
L71	S88^{\circ}56'58"W	8.00
L72	S01^{\circ}03'02"W	12.00
L73	N01^{\circ}03'02"E	12.00
L74	N88^{\circ}56'58"W	8.00
L75	N88^{\circ}56'59"W	8.00
L76	S01^{\circ}03'02"W	8.00
L77	N01^{\circ}03'02"E	8.00
L78	N88^{\circ}56'58"W	8.00
L79	N88^{\circ}56'58"W	18.00
L80	N01^{\circ}03'02"E	15.00
L81	S88^{\circ}56'58"W	12.00
L82	N01^{\circ}03'02"E	23.00
L83	S88^{\circ}56'58"W	5.00
L84	N01^{\circ}03'02"E	15.00
L85	N01^{\circ}02'59"E	8.15
L86	S88^{\circ}56'58"E	22.50
L87	S01^{\circ}02'59"W	8.15
L88	N01^{\circ}02'58"E	6.15
L89	S88^{\circ}56'58"E	20.75
L90	S01^{\circ}03'02"W	5.00
L91	S01^{\circ}02'58"W	6.15
L92	N88^{\circ}56'58"W	20.75
L93	N01^{\circ}03'02"E	5.00
L94	N01^{\circ}02'51"E	14.16
L95	S88^{\circ}56'58"E	17.75
L96	S01^{\circ}02'51"W	14.16
L97	N01^{\circ}02'51"E	14.16
L98	S88^{\circ}56'58"E	17.75
L99	S01^{\circ}02'51"W	14.16
L100	N01^{\circ}02'58"E	6.16
L101	S88^{\circ}56'58"E	20.00
L102	S01^{\circ}02'58"W	6.16
L103	N01^{\circ}02'59"E	8.16
L104	S88^{\circ}56'58"E	22.50
L105	S01^{\circ}02'59"W	8.16
L106	N01^{\circ}03'02"E	4.00
L107	S88^{\circ}56'58"E	18.50

LINE TABLE		
LINE	BEARING	DISTANCE
L108	N01^{\circ}03'02"E	18.00
L109	S88^{\circ}57'00"E	7.67
L110	N01^{\circ}03'02"E	5.71
L111	S01^{\circ}03'03"W	9.64
L112	S88^{\circ}56'58"W	6.25
L113	S01^{\circ}03'02"W	12.00
L114	N01^{\circ}03'02"E	2.00
L115	S88^{\circ}56'58"W	6.25
L116	S01^{\circ}03'02"E	12.00
L117	S88^{\circ}56'58"W	2.00
L118	S01^{\circ}03'02"E	12.00
L119	N01^{\circ}03'02"E	15.00
L120	S88^{\circ}56'58"W	6.06
L121	S01^{\circ}03'02"W	15.00
L122	N01^{\circ}03'02"E	15.52
L123	N01^{\circ}03'02"E	16.68
L124	N88^{\circ}56'58"W	7.67
L125	N01^{\circ}03'02"E	15.00
L126	S88^{\circ}56'58"W	3.94
L127	S01^{\circ}03'02"W	12.00
L128	N01^{\circ}03'02"E	22.50
L129	S88^{\circ}56'58"W	2.00
L130	S01^{\circ}03'02"E	12.00
L131	S88^{\circ}56'58"W	2.00
L132	S01^{\circ}03'02"E	12.00
L133	S88^{\circ}56'58"W	2.00
L134	S01^{\circ}03'02"E	12.00
L135	S88^{\circ}56'58"W	2.00
L136	S01^{\circ}03'02"E	12.00
L137	S88^{\circ}56'58"W	2.00
L138	L139	
L139	L172	
L140	L174	
L141	L175	
L142	L176	
L143	L177	
L144	L178	
L145	L179	
L146	L180	
L147	L181	
L148	L182	
L149	L183	
L150	L184	
L151	L185	
L152	L186	
L153	L187	
L154	L188	
L155	L189	
L156	L190	
L157	L191	
L158	L192	
L159	L193	
L160	L194	
L161	L195	
L162	L196	
L163	L197	
L164	L198	
L165	L199	
L166	L200	
L167	L201	
L168	L202	
L169	L203	
L170	L204	
L171	L205	
L172	L206	
L173	L207	
L174	L208	
L175	L209	
L176	L210	
L177</td		

## LEGEND

- Geothermal Injection Well #2 Permit Number IUC-WYS-039-00194
- Certified Land Corner of Record, water valve box recovered
- 3-1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 2012 PLS 7049" with other appropriate markings, recovered this survey (TYPICAL OF ALL SHOWN ON PLAT 1389)
- 3-1/4" diameter aluminum cap inscribed "US DEPT OF AGRICULTURE FOREST SERVICE 1985 RLS 164" with other appropriate markings, recovered this survey
- 3" diameter brass cap inscribed "PE&LS 578" with other appropriate markings, found this survey; NOTE: "WC" indicates witness corner--see detail
- 3-1/4" diameter brass cap inscribed "1967 RLS 164" with other appropriate markings, found this survey
- ▲ 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 8469" recovered this survey
- 5/8" diameter reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 8469" to be set
- S89°55'57"E 320.51' measured bearing & distance or curve geometry, this subdivision
- (S89°56'20"W) (149.88') record bearing & distance or curve geometry
- S89°26'38"E 550.31' measured bearing & distance or curve geometry for limited common elements this subdivision
- boundary, section line
- boundary, quarter line
- boundary, sixteenth line
- boundary, this subdivision
- boundary, lot line to be vacated by this plat
- boundary, lot of this subdivision
- boundary, Hidden Hollow 1st Addition Subdivision, Plat 1389
- boundary, property adjoining this subdivision
- easement, as noted
- limited common element
- tie bearing

LOT 21  
HIDDEN HOLLOW  
1ST ADDITION  
TO  
THE TOWN OF JACKSON  
PLAT 1389

VARIABLE WIDTH EASEMENT FOR UTILITIES  
BENEFITING THE TOWN OF JACKSON AND  
ACCESS BENEFITING LOTS 16-20  
RECORDED IN THE OFFICE OF THE CLERK  
OF TETON COUNTY, WYOMING AS  
DOCUMENT NO. 0953524

MERCILL AVENUE

NORTH CACHE STREET

S28

S27

KUD

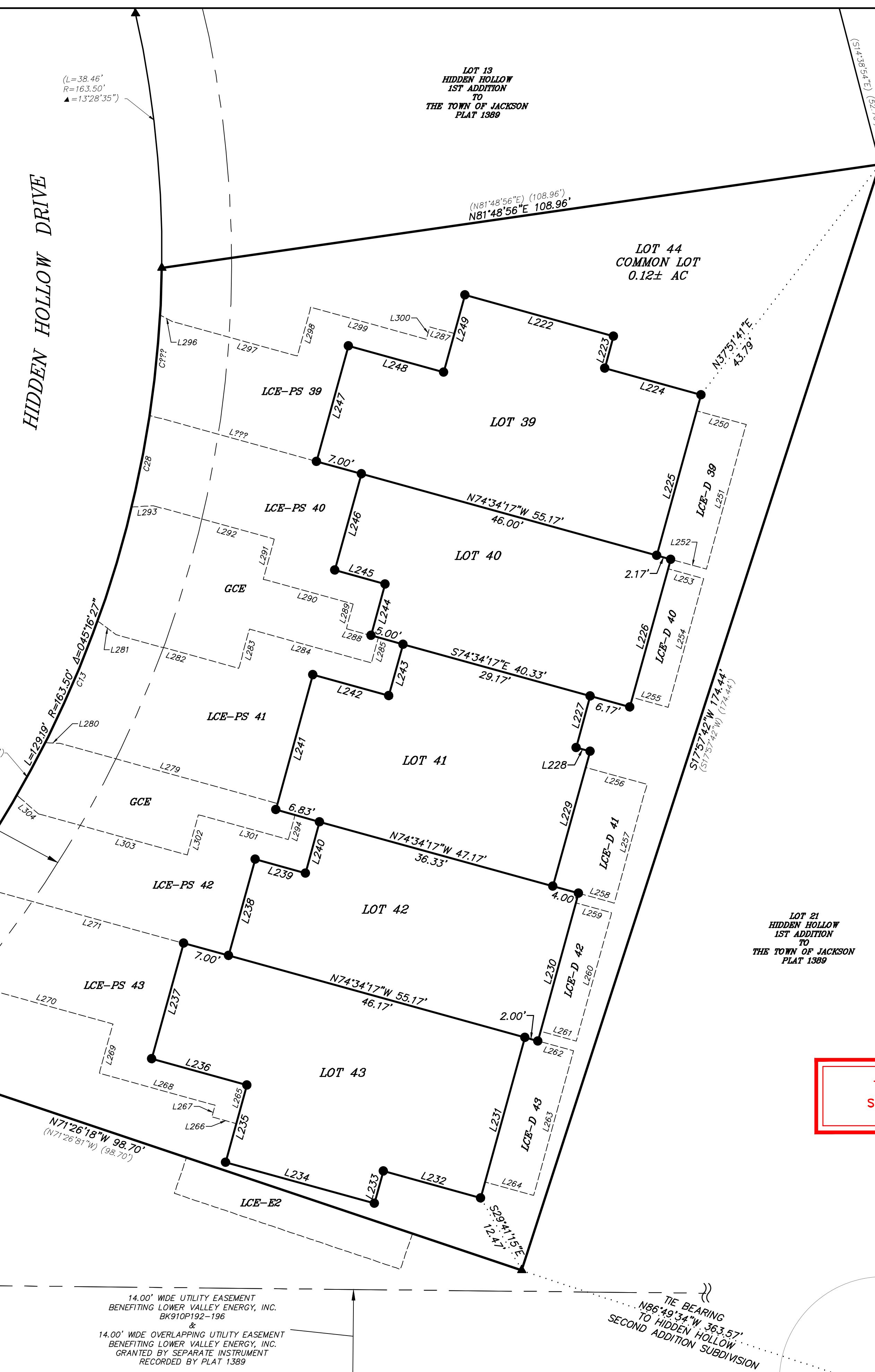
TIE BEARING  
N87°19'20"E 900.34'  
TO HIDDEN HOLLOW  
SECOND ADDITION SUBDIVISION

11.19°  
(77.79°)

INJECT WELL #2  
IUC-WYS-039-00194  
LATITUDE: 43°29'0.22110"N  
LONGITUDE: 110°45'32.18179"W

JACKSON/TETON COUNTY  
RECREATION CENTER  
BK731P478-479

TETON COUNTY SCHOOL DISTRICT NO. 1



**AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**for**

**HIDDEN HOLLOW  
1<sup>st</sup> ADDITION  
TO THE  
TOWN OF JACKSON**

**and**

**HIDDEN HOLLOW  
2<sup>nd</sup> ADDITION  
TO THE  
TOWN OF JACKSON**

**Amended and Restated Declaration of Covenants, Conditions, and  
Restrictions  
for  
Hidden Hollow 1<sup>st</sup> Addition to the Town of Jackson and the  
Hidden Hollow 2<sup>nd</sup> Addition to the Town of Jackson**

Hansen and Hansen, LLP, an Idaho limited partnership (hereinafter referred to as the “Declarant”) established that certain Declaration of Covenants, Conditions and Restriction for Hidden Hollow 1<sup>st</sup> Addition to the Town of Jackson recorded in the Office of the Clerk of Teton County, Wyoming on January 19, 2006 as Document No. \_\_\_\_\_ (the “Original Declaration”). In Section 13.2 of the Original Declaration, the Members were granted the power to amend or modify any of the provisions of the Original Declaration. Pursuant to such granted power, Hidden Hollow, LLC, a Wyoming limited liability, as owner of 100% of the Lots, hereby on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, amends the Introduction and Articles I through Article XIII of the Original Declaration by deleting the entire Original Declaration in its entirety and substituting therefor the following:

This AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HIDDEN HOLLOW 1<sup>st</sup> ADDITION TO THE TOWN OF JACKSON AND THE HIDDEN HOLLOW 2<sup>nd</sup> ADDITION TO THE TOWN OF JACKSON (this “Declaration”) is made this \_\_\_\_\_ day of August, 2020, by Hidden Hollow, LLC, a Wyoming limited liability company (the “Declarant”).

**PART ONE: INTRODUCTION TO THE COMMUNITY**

*Declarant, as the developer of the Hidden Hollow 1<sup>st</sup> Addition to the Town of Jackson and the Hidden Hollow 2<sup>nd</sup> Addition to the Town of Jackson, has established this Declaration to provide a governance structure and a flexible system of standards and procedures for the overall development, administration, maintenance and preservation of the Properties.*

**ARTICLE I – CREATION OF THE COMMUNITY**

**1.1      Purpose and Intent.** The Declarant, as the developer of the real property known as the Hidden Hollow 1<sup>st</sup> Addition to the Town of Jackson according to that certain plat recorded in the Office of the Teton County Clerk and the Hidden Hollow 2<sup>nd</sup> Addition to the Town of Jackson according to those certain final plats recorded in the Office of the Teton County Clerk the same date hereof (collectively, the “Property” or “Properties”), intends by the recording of this Declaration to create a general plan of development for Properties. This Declaration provides for the overall development, administration, maintenance and preservation of the real property now or hereafter comprising the Properties and any additional property that is made a part of the Properties in the future by filing one or more Supplemental Declarations in the Public Records. An integral part of the development plan is the creation of the Hidden Hollow Owners Association, an association comprised of all owners of the Properties and any additional property that is made a part of the Properties in the future by filing one or more Supplemental Declarations in the Public Records, to own, operate and/or maintain various common areas and community improvements and to administer and enforce this Declaration and the other Governing Documents referred to in this Declaration.

**1.2      Binding Effect.** All Properties and any additional property that is made a part of the Properties in the future by filing one or more Supplemental Declarations in the Public Records, shall be owned, conveyed and used subject to all of the provisions of this Declaration, 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 Properties, their heirs, successors, successors-in-title, and assigns. This Declaration shall be enforceable in perpetuity by the Declarant, as long as Declarant owns any Residential Properties within the Properties, and/or the Board.

**1.3     Governing Documents**. The Governing Documents create a general plan of development for the Properties that may be supplemented as set forth herein. In the event of a conflict between or among the Governing Documents and any such additional covenants or restrictions, the more restrictive shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Properties from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. The Association may, but shall not be required to, enforce any such covenants, restrictions or other instruments. All provisions of the Governing Documents shall apply to all Owners as well as their respective family members, tenants, guests and invitees. If any provision of this Declaration is determined by judgment or court order to be invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications.

## **ARTICLE II – DEFINITIONS**

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

**2.1     Apartment Building**. Shall mean the residential structure located on an Apartment Lot.

**2.2     Apartment Lot**. Shall mean Lots 14, 15 and 19 as shown on the 1<sup>st</sup> Addition Plat. Such Lots shall be referred to collectively as “Apartment Lots”.

**2.3     Association**. The Hidden Hollow Owners Association, a Wyoming nonprofit corporation, its successors or assigns. The “Articles” shall refer to those Articles of Incorporation of the Association, as they may be amended from time to time. The “Bylaws” shall refer to those Bylaws adopted by the Association, as they may be amended from time to time.

**2.4     Base Assessment**. Assessments levied on all Residential Properties subject to assessment under Article VIII to fund Common Expenses, as determined in accordance with Section 8.1.

**2.5     Board of Directors or Board**. The body responsible to the Members for operations of the Association, selected as provided in the Bylaws and generally serving the same role as a board of directors under Wyoming corporate law. The Board of Directors may also be referred to as the “Board”.

**2.6     Common Elements**. “Common Elements” shall mean those areas designated as Common Area, General Common Elements, General Common Elements – TH, Common Elements and Limited Common Elements on the 1<sup>st</sup> Addition Plat and the 2<sup>nd</sup> Addition Plat, in the aggregate, or a portion thereof, and all other real and personal property, including easements for access and utilities, which the Association owns, leases or in which it otherwise holds, or acquires in the future, possessory or use rights for the common use and enjoyment of the Owners.

**2.7     Common Expenses**. The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of the Residential Properties, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.

**2.8     Community-Wide Standard**. The standard of quality of the Properties, and the level of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard shall

be industry best practices and may be more specifically defined in the Rules and Regulations, and in Board resolutions. Notwithstanding any other provision in this Declaration, the Community-Wide Standard may not be modified without the prior written consent of the Declarant.

**2.9 Declarant**. Hansen & Hansen, LLP, an Idaho limited liability partnership, and/or its successors or assigns.

**2.10 General Common Elements**. “General Common Elements” shall mean the Roadway and those other portions of the Common Elements not designated as Limited Common Elements herein and/or on the 1<sup>st</sup> Addition Plat. General Common Elements may be referred to herein and on the 1<sup>st</sup> Addition Plat as “General Common Element” or “GCE”.

**2.11 General Common Elements - TH**. “General Common Elements- TH” shall mean those portion of Lots \_\_\_\_ of the 2<sup>nd</sup> Addition Plat not designated as Limited Common Elements herein and/or on the 2nd Addition Plat. General Common Elements - TH may be referred to herein and on the 2nd Addition Plat as “General Common Element” or “GCE”.

**2.12 Governing Documents**. A collective term referring to this Declaration and any amendments thereto, any Supplemental Declaration(s), the Bylaws, the Articles and the Master Rules and Regulations, if any, and as they may be amended.

**2.13 Limited Common Expense**. A Common Expense that does not benefit all Lots, such as those expenses incurred with respect to the Limited Common Elements.

**2.14 Limited Common Elements - AP**. “Limited Common Elements - AP” means those portions of the Common Elements as designated on **Exhibit “ ”** attached hereto and incorporated herein for the exclusive use of one or more but fewer than all of the Apartment Lots. Limited Common Elements- AP may be referred to herein or on the Plat as “Limited Common Element- AP” or “LCE- AP”.

**2.15 Limited Common Elements - TH**. “Limited Common Elements - TH” means those portions of the Common Elements - TH as designated on the 2<sup>nd</sup> Addition Plat and/or in one or more separately recorded instruments for the exclusive use of one or more but fewer than all of the Townhome Lots. Limited Common Elements- TH may be referred to herein or on the Plat as “Limited Common Element- TH” or “LCE- TH”.

**2.16 Limited Common Elements – TH Decking**. “Limited Common Elements – TH Decking” means those Limited Common Elements for the exclusive use of one or more Townhome Lot(s) for decking as designated on the 2<sup>nd</sup> Addition Plat and/or in one or more separately recorded instruments. Limited Common Elements – TH Decking may also be referred to herein and on the Plat as “Limited Common Element – TH Decking”, “LCE – TH Decking”, “LCE – TH D” or “Decking TH Limited Common Elements”.

**2.17 Limited Common Elements – TH Encroachment**. “Limited Common Elements – TH Encroachment” means those Limited Common Elements for the exclusive use of one or more Townhome Lot(s) for encroachments/overhangs as designated on **Exhibit “ ”** and on the 2<sup>nd</sup> Addition Plat and/or in one or more separately recorded instruments. Limited Common Elements – TH Encorachment may also be referred to herein and on the Plat as “Limited Common Element – TH Encroachment”, “LCE – TH Encroachment”, “LCE – TH E” or “Encroachment TH Limited Common Elements”.

**2.18 Limited Common Elements – TH Parking and Sidewalks**. “Limited Common Elements – TH Parking and Sidewalks” means those Limited Common Elements for the exclusive use of one or more

Lot(s) for parking as designated by the Declarant herein and/or as designated on the 2<sup>nd</sup> Addition Plat and/or in one or more separately recorded instruments and upon which driveways, sidewalks or parking spaces are shown on the 2<sup>nd</sup> Addition Plat. Limited Common Elements – Parking and Sidewalks may also be referred to herein and on the Plat as “Limited Common Element – TH Parking and Sidewalks”, “LCE – TH Parking and Sidewalks”, “LCE – TH PS” or “Parking and Sidewalk TH Limited Common Elements”.

**2.19 Lot**. Shall be any Lot as shown on any Plat within the Properties, along with any other properties annexed into the Association pursuant to a Supplemental Declaration and defined as “Lots” in such Supplemental Declaration. Such Lots shall be referred to collectively as “Lots”.

**2.20 1<sup>st</sup> Addition Plat**. Shall mean the Final Plat of the Hidden Hollow 1<sup>st</sup> Addition to the Town of Jackson as recorded in the Office of the Teton County Clerk on \_\_\_\_\_ as Plat No 1389.

**2.21 Plat**. Shall mean the 1<sup>st</sup> Addition Plat, the 2<sup>nd</sup> Addition Plat and all future plats recorded by Declarant upon the vacation and replat of Lots in accordance with the reserved rights of Declarant set forth herein.

**2.22 Master Rules and Regulations**. The Master Rules and Regulations are the Master Rules and Regulations adopted by the Board, if any, pursuant to Section 3.2 hereof.

**2.23 Member**. A Person subject to membership in the Association pursuant to Section 6.2.

**2.24 Mortgage**. A mortgage, a deed to secure debt, or any other form of security instrument affecting title to any Residential Property or all or any portion of the Properties. “Mortgagee” shall refer to a beneficiary of a deed of trust or holder of a Mortgage.

**2.25 Neighborhood**. “Neighborhood” shall mean a group of Residential Properties designated as a separate Neighborhood, pursuant to Section 6.4 hereof or otherwise, for purposes of sharing benefits or services from the Association which are not provided to all Residential Properties within the Properties. A Neighborhood may be comprised of more than one housing type and may include noncontiguous parcels of property.

**2.26 Neighborhood Assessments**. “Neighborhood Assessments” shall mean those assessments levied against the Properties in a particular Neighborhood(s) to fund Neighborhood Expenses, as described in Section 8.2.

**2.27 Neighborhood Committee**. “Neighborhood Committee” shall mean the committee of the Association charged with administering the affairs of a specific Neighborhood and advising the Association regarding such neighborhood.

**2.28 Neighborhood Expenses**. “Neighborhood Expenses” shall mean the actual and estimated expenses which the Association incurs or expects to incur for the benefit of Owners of Properties within a particular Neighborhood(s), which may include a reasonable reserve for capital repairs and replacements and a reasonable administrative charge, as may specifically be authorized pursuant to this Declaration or in the Supplemental Declaration(s) applicable to such Neighborhood(s).

**2.29 Owner or Owners**. One or more Persons who hold the record title to any Residential Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

**2.30 Person**. A natural person, a corporation, a partnership, a trustee, or any other legal entity.

**2.31 Public Records.** The official records of the Clerk of Teton County, Wyoming.

**2.32 Residential Property or Residential Properties.** Shall mean the real property collectively designated as Lot within the Properties; provided, however, that any Lot and/or property designated as Common Elements shall not be included within the definition of “Residential Properties”. “Residential Property” shall individually mean a Lot (except for a Lot and/or property designated as Common Elements).

**2.33 Roadways or Roadway.** The Roadways shall consist of those roadways and sidewalk easements located within the Common Elements or Lots as shown on any Plat(s), including but not limited to Hidden Hollow Drive.

**2.34 Single Family Residence.** Shall mean the residential structure located on a Single Family Lot.

**2.35 Single Family Lot.** Shall mean Lots 1 to 13 as shown on the 1<sup>st</sup> Addition Plat. Such Lots shall be referred to collectively as “Single Family Lots”.

**2.36 Special Assessment.** Assessments levied in accordance with Section 8.4.

**2.37 Specific Assessment.** Assessments levied in accordance with Section 8.5.

**2.38 Supplemental Declaration.** An instrument filed in the Public Records pursuant to Article IX that imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

**2.39 Townhome.** Shall mean the residential structure located on a Townhome Lot. A “Townhome” may also be referred to herein as a “Townhouse” and such terms may be used interchangeably.

**2.40 Townhome Lot.** Shall each mean Lots \_\_\_\_ to \_\_\_\_ set forth on the Townhome Plat. A “Townhome Lot” may also be referred to herein as a “Townhouse Lot” and such terms may be used interchangeably. Such Townhome Lots shall be referred to collectively as “Townhome Lots”.

**2.41 Townhome Plat or 2<sup>nd</sup> Addition Plat.** Shall mean the Final Plat of the Hidden Hollow 2nd Addition to the Town of Jackson as recorded in the Office of the Teton County Clerk the same date hereof.

**2.42 Visitor Parking Areas.** Those parking areas located in the Common Elements that are designated as LCE-Visitor Parking, GCE-Visitor Parking and/or Visitor Parking Areas on **Exhibit “\_\_\_\_”** attached hereto and on any Plat and/or in this Declaration or any amendment or supplement thereto.

## **PART TWO: CREATION AND MAINTENANCE OF COMMUNITY STANDARDS**

### **ARTICLE III – USE AND CONDUCT**

**3.1 Framework for Regulation.** The Governing Documents establish, as part of the general plan of development for the Properties, a framework of affirmative and negative covenants, easements and restrictions which govern the Properties. However, within that framework, the Board and the Members must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs,

desires, trends and technology that inevitably will affect the Properties, its Owners and residents. Toward that end, this Article establishes procedures for modifying and expanding the initial Master Rules and Regulations.

### **3.2 Rule Making Authority.**

(a) The initial Master Rules and Regulations shall be adopted by the Declarant. Subject to the terms of this Article 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 the Master Rules and Regulations. The Board shall send notice by mail to all Owners concerning any such proposed action at least five (5) business days prior to the Board meeting at which time such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

Such action shall become effective after compliance with Section 3.2(c) below unless disapproved at a meeting of the Members by more than fifty percent (50%) of the total votes entitled to vote on the matter. The Board shall have no obligation to call a meeting of the Members to consider disapproval except upon receipt of a petition of the Members as required for special meetings in the Bylaws. Upon such petition of the Members prior to the effective date of any Board action under this Section 3.2(a), the proposed action shall not become effective until after such meeting is held, and then is subject to the outcome of such meeting.

(b) Alternatively, the Members, at an Association meeting duly called for such purpose, may adopt rules which modify, cancel, limit, create exceptions to, or expand the Master Rules and Regulations by a vote of more than fifty percent (50%) of the total votes entitled to vote on the matter pursuant to the Bylaws of the Association.

(c) At least thirty (30) days prior to the effective date of any action taken under subsections (a) or (b) of this Section, the Board shall send a copy of the new rule or explanation of any changes to the Master Rules and Regulations to each Owner specifying the effective date. The Association shall provide, at no additional charge, a copy of the Master Rules and Regulations then in effect to any requesting Member or Mortgagee.

**3.3 Owners' Acknowledgment and Notice to Purchasers.** All Owners are given notice that use of their Residential Property is limited by the Master Rules and Regulations as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a deed for their Residential Property, acknowledges and agrees that the use and enjoyment and marketability of his or her Residential Property can be affected by this Declaration and the other Governing Documents and that the Master Rules and Regulations may change from time to time. All purchasers are on notice that changes may have been adopted by the Association that are not recorded in the Public Records. Copies of the current Master Rules and Regulations or any other Governing Documents may be obtained from the Association, or if no Association has yet been formed, from the Declarant.

**3.4 No Mining, Excavating or Drilling.** The Properties shall not be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing geothermal resources, oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel, sand, top soil, or earth, except as is customary during construction of additional phases of the development and except for those geothermal resources utilized in the heating and cooling of improvements located within the Properties. Nothing contained herein shall prevent the Declarant or an Owner from moving dirt, gravel rocks and other soils necessary for the development and/or landscaping of their respective properties.

**3.5 Protection of Owners and Others.** No rule shall be adopted in violation of the following provisions, except as may be specifically set forth in this Declaration (either initially or by amendment):

(a) **Equal Treatment.** Similarly situated Owners shall be treated similarly by the Board and the Association.

(b) **Displays.** The rights of Owners to display religious and holiday signs, symbols, and decorations inside structures of the kinds normally displayed in dwellings located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions with respect to displays visible from outside the dwelling. Such restrictions may be contained in the Declaration and in the Master Rules and Regulations. No rules shall regulate the content of political signs; however, rules may regulate the time, place and manner of posting such signs (including design criteria).

(c) **Household Composition.** No rule shall interfere with the freedom of Owners to determine the composition of their households.

(d) **Activities Within Dwellings.** No rule shall interfere with the activities carried on within the confines of dwellings, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Residential Properties, as applicable, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance as reasonably determined by the Board.

(e) **Insurance Rates.** Nothing shall be done or kept on the Properties that would increase the rate of insurance or cause the cancellation of insurance on any Residential Property or any of the improvements located thereon or the Common Elements without prior written approval of the Board.

(f) **Allocation of Burdens and Benefits.** No rule shall alter the allocation of financial burdens among the various Residential Property, as applicable, to the detriment of any Owner over that Owner's objection expressed in writing to the Association. This provision does not affect the right to increase the amount of assessments as provided by Article VIII.

(g) **Abridging Existing Rights.** If any rule would otherwise require Owners to dispose of personal property which they maintained in or on a Residential Property prior to the effective date of such rule, or to vacate a Residential Property in which they resided prior to the effective date of such rule, and such property was maintained or such occupancy was in compliance with this Declaration and all rules previously in force, such rule shall not apply to any such Owners without their written consent.

(h) **Rights to Develop.** No rule or action by the Association or Board shall impede the Declarant's right to develop the Properties or any property annexed into the regime of the Properties as provided for herein.

The limitations in subsections (a) through (h) of this Section 3.5 shall only limit rulemaking authority exercised under Section 3.2; they shall not apply to amendments to this Declaration adopted in accordance with Article XII.

### **3.6 Household Pets.**

(a) Definition of Household Pets and Enforcement. The term Household Pet(s) means generally recognized Household Pets such as dogs, indoor cats only, birds, rodents, and non-poisonous reptiles. Household Pets may not be kept for any commercial purpose and may not cause an unreasonable amount of noise, odor, or do not otherwise become a nuisance to other Owners. With respect to cats, only indoor cats are allowed on the Properties. All Owners, occupants or guests with Household Pets shall comply with all pet rules set forth in the Master Rules and Regulations and shall also keep the animals leashed (including indoor cats if let outside), restrained or controlled at all times so they do not cause a nuisance to others and do not harass or endanger wildlife, other Household Pets or people. All Household Pets shall be fed indoors or, if fed outdoors shall be fed in a manner as not to become a wildlife attractor. "Nuisance" means any Noisy Animal, any vicious animal, any non-domestic household pet, 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 property within the Properties. 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. "Noisy Animal" means any animal which habitually, constantly, or frequently disturbs the sleep, peace, or quiet of any person. The Board 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 Noisy Animal or a Nuisance, or that an Owner 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 Board may require the owner or custodian of a dog that barks or howls excessively, or of a Household Pet with other offensive habits, to confine such animal indoors. Further, the Board may require an Owner, at its own expense, to remove a pet determined by the Association to be a Noisy Animal or a Nuisance pet, or that is otherwise in violation of this Section, and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the Residential Property and remove such animal; it being understood that any such action shall not be deemed a trespass and that the Board may also assess a penalty of up to \$500.00 per animal plus the costs of impoundment. On the third violation, the Board may assess a penalty of up to \$1000.00 per animal plus the costs of impoundment, the animal shall be removed from the Properties and the Board has the right, in its sole discretion, to terminate the right of an Owner to keep any Household Pets on the Properties. No Owner of any animal or animals impounded shall have the right to bring any action against the Association, the Board or any member thereof, for the impoundment of such animal(s). The Owner of a Residential Property where a Household Pet is kept, as well as the legal owner of such 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 driveways, walkways, Common Elements or Residential Properties necessitated by such Household Pet. All animals not considered to be a domestic Household Pet for purposes of this Declaration and the Properties, including, but not limited to rabbits, pigs, poultry, fowl, wild animals, cattle, sheep and goats, are prohibited from being maintained or cared for on the Properties or in a Residential Property thereof. Litters of puppies or kittens may remain on the Properties for no more than 90 days, after which time the limit of Household Pets of such type of Residential Property as set forth herein shall prevail.

(b) Maximum Household Pets Allowed in the Single Family Lot Neighborhood and the Townhome Neighborhood. Each Townhome Lot and Single Family Lot shall be entitled to a maximum of no more than a total of two Household Pets.

(c) Maximum Household Pets Allowed in Apartment Neighborhood. There are 136 apartments in the Apartment Neighborhood. Each apartment shall be entitled to a maximum of no more than one Household Pet and only with the prior approval of the Board and subject to the following restrictions on the total amount of Household Pets permitted within the entire Apartment Neighborhood. All Household Pets within the Apartment Neighborhood that do not comply with this Subsection (c) are strictly prohibited. No more than fifty percent (50%) of the apartments may house an approved Household Pet. Notwithstanding any other provision in this Section, at absolutely no time shall more than fifty percent

(50%) of the apartments within the Properties be permitted to house a Household Pet. If the percentage of apartments with a Household Pet reaches or exceeds fifty percent (50%), no other apartments shall be permitted to house a Household Pet until such time as the number of apartments with an approved Household Pet falls below fifty percent (50%). Once the number of apartments which have an approved Household Pet reaches fifty percent (50%), additional apartments shall be allowed to house a Household Pet as openings become available. The Board shall establish rules regarding enforcement of this section and such rules shall be included within the Master Rules and Regulations.

(d) Leashes Required. No Household Pet shall be restrained by leash, cord, chain, rope, or other attachment fixed to any vehicle, post, tree, or other structure or object within the Properties thereby allowing such animal to become a nuisance or interfere with pedestrian or vehicular traffic in and around any public area within the Properties. Contractors, sub-contractors and any other person providing services to a Residential Property may not bring Household Pets onto the Properties. Declarant hereby declares that there shall be a strict leash policy in place for Owners, and their guests, tenants and invitees, within the Common Elements of the Properties and that all Owners, and their guests, tenants and invitees shall pick up all excrement after their animals. Upon a second violation within the Properties during a calendar year of this Subsection (d) rule against unleashed Household Pets by an Owner or apartment tenant within the Common Elements of the Properties, and/or its guests, tenants and/or invitees, or of such party's failure to pick up excrement after their animal, such Owner shall be subject to penalties which can be imposed at the sole discretion of the Board and/or the Declarant, including but not limited to fines and/or the permanent revocation and termination of such Owner's right to keep any Household Pets within the Properties. Evidence of any violation of this Subsection (d) may be received in any form (photograph or otherwise) from any source (neighboring Owner(s) or otherwise). The Association and the Declarant hereby reserve the right to file a Supplemental Declaration to memorialize or record the permanent termination/revocation of the right of an Owner of any Lot or apartment tenant to keep Household Pets within the Properties after the second violation of this Subsection (d) during a calendar year by an Owner of a Lot or an apartment tenant within the Properties, and/or its guests and/or invitees.

(e) The Association and the Board shall not be liable for any actions taken against any animals within the Properties by Federal, State and/or Local authorities.

**3.7 Wildlife.** In accordance with any Teton County Wildlife feeding ordinance, no elk, deer, moose, bear, or other big game animals shall be fed hay or any other food, manufactured or otherwise, within the Properties in order to prevent migrating animals from interrupting their migrations to winter range and to prevent such animals from becoming habituated to unnatural food sources. Similarly, no bird feeders or other means of feeding or attracting wildlife shall be permitted within the Properties. An Owner shall not and shall not permit guests or tenants and/or any pets to harass or chase wildlife anywhere on the Properties. See also the restrictions set forth in Sections 3.6 with the intent of protecting wildlife.

### **3.8 Vehicle Parking, Storage, Operation and Repair.**

(a) **An Owner is only permitted to have the amount of Permitted Vehicles within the Properties that can be parked within its Single Family Lot and/or its Towhome Lot and designated LCE-TH Parking. PARKING IS STRICTLY PROHIBITED WITHIN THE ROADWAY AND GENERAL COMMON ELEMENTS EXCEPT FOR VISITOR PARKING AREAS.** "Permitted Vehicles" shall mean all passenger automobiles and one ton or smaller pick-up trucks. Only Permitted Vehicles may be parked outside of garages within the Properties.

(b) No boats, trailers, buses, motor homes, campers (on or off road supporting vehicles), snowmobiles, go carts, recreational vehicles, golf carts, industrial or commercial vehicles (both

cabs or trailers), abandoned or inoperable vehicles (as defined below), or any other similar vehicles (collectively, the “Prohibited Vehicles”) shall be parked or stored in or upon a Single Family Lot outside of a garage, within LCE-TH Parking and Sidewalks and/or Visitor Parking Areas, and no vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt upon a Single Family Lot outside of a garage, within any LCE-TH Parking and Sidewalks, within Visitor Parking Areas or within any Roadways.

(c) Notwithstanding the foregoing, Prohibited Vehicles may be temporarily parked on LCE-TH Parking and Sidewalks, Visitor Parking Areas and/or on the Roadways in the following circumstances: (i) for emergency purposes; or (ii) during construction of future phases of the Project, industrial or commercial vehicles and construction trailers may be permitted provided that such vehicles shall park within those Lots that are subject to such construction, shall only be permitted for the time required to accomplish such purpose and shall be in compliance with the Master Rules and Regulations in effect at the time of construction.

(d) The Board shall have full power and authority to regulate the parking and storage of Permitted Vehicles, and to regulate the use of the Roadways by imposing and enforcing speed limits and other restrictions. 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 does not have an operable propulsion system within the vehicle. 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 twelve (12) hours thereafter, the Board or its agent(s) shall have the right to remove and store the offending vehicle, or cause the vehicle to be removed and stored, at the sole expense of the Owner. Notwithstanding the foregoing, if an abandoned or inoperable vehicle is located within the Roadways or any entrance or exit thereto, the Board or its agent(s) shall have the right to immediately remove and store the offending vehicle or cause the vehicle to be removed and stored, at the sole expense of the Owner.

(e) Delivery vans, moving trucks, shuttle buses, taxis and similar delivery vehicles shall not be parked or stopped at any time or for any duration on the Roadways, including the portions of the Roadways located beneath the Townhomes.

(f) **Visitor Parking Areas shall be used for short term parking of the vehicles of guests and invitees of Owners in accordance with the Master Rules and Regulations. Owners shall be prohibited from using Visitor Parking Areas for any other use.** The Visitor Parking Areas may be further regulated by the Master Rules and Regulations.

**3.9 Garbage Storage.** Garbage set out for pick-up shall be stored in approved wildlife-proof dumpsters or containers, shall not be set out in a manner that allows persons, vehicles, animals, or weather to scatter such garbage among the Properties and shall be maintained so as not to be visible from neighboring property. The collection and disposal of garbage and trash shall be in strict compliance with such rules as may be adopted by the Board, which may provide for common collection points.

**3.10 Nuisance.** No noxious or offensive activity shall be carried on upon the Properties or any Residential Property within the Properties, 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 or occupants in their enjoyment of their Residential Properties, or in their enjoyment of the Common Elements. In determining whether there has been a violation of this paragraph, recognition must be given to the premise that Owners, by virtue of their interest and participation in the Properties, are entitled to the reasonable enjoyment of the natural benefits and surroundings of the Properties. Without limiting the

foregoing, no horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Properties and improvements located thereon, shall be placed or used upon any Residential Property.

**3.11 Signs.** No signs whatsoever, including, but without limitation, commercial, political and similar, visible from neighboring property, shall be erected or maintained upon any Residential Property, except:

(a) Standardized residential identification signs of a combined total face area of one (1) square foot or less for each residence.

(b) During the time of construction of any Townhome, Single Family Residence or other improvement, job identification signs having a maximum face area of six (6) square feet per sign and of a type usually employed by contractors, subcontractors and tradesmen.

(c) Not more than one "for sale" or "for rent" sign having a maximum face area of three (3) square feet, provided that if at the time of any such desired use the Association is providing such "for sale" or "for rent" signs for the use of Owners, the sign provided by the Association shall be used.

(d) Those signs protected by law as set forth in Section 3.5.

**3.12 Hunting; Fireworks.** No hunting or discharge of firearms shall be permitted on any portion of the Properties. No discharge of firecrackers and other fireworks shall be permitted on any portion of the Properties; provided, however, the Board shall have no obligation to take action to prevent or stop such discharge.

**3.13 Storage of Firewood Prohibited; Exterior Fires.** The cutting and the storage of firewood and flammable materials by an Owner is prohibited anywhere within the Apartment Neighborhood. Only LPG tanks connected to gas grills are allowed within the Townhome Lots and Single Family Lots. Non-gas grills, LPG tanks and gas grills are prohibited from being used on balconies within the Apartment Neighborhood. The outdoor storage of all other combustibles and LP Gas containers not connected to gas grills will be prohibited. The burning of trash, organic matter, or miscellaneous debris shall be prohibited on the Properties.

**3.14 Garages.** Garage doors must be kept closed at all times when not immediately in use. The following items are prohibited from being stored within a garage on the Properties: paint, highly flammable materials and any item that attracts vermin or produces an odor.

**3.15 Restrictions Regarding Exteriors.** Balconies within the Apartment Neighborhood are prohibited from being used for the storage of any personal property other than lawn furniture and plant containers customarily placed within such areas. The following items are specifically prohibited from being attached to, stored and/or erected in any manner on the decks and/or balconies within the Apartment Buildings and within the LCE-TH Decking, LCE-TH Parking and Sidewalks, the General Common Elements and/or the exterior of any building or Lot within the Properties: plastic flower/plant containers, sunshades unless approved by the Board, bicycles or any other recreational device (including kayaks, ski equipment or playground equipment), trash containers, decorative flags and/or banners, prayer flags, string lighting, screens, outside clothing lines or other outside clothes drying or airing facilities, children's toys and/or equipment or any similar items. For each violation of this Section 3.15, the Association may assess a penalty of \$200.00 per violation in addition to all other remedies set forth in Section 7.4.

## ARTICLE IV – DESIGN GUIDELINES

### **4.1 Compliance.**

(a) **Declaration; Design Guidelines; PUD and FDP.** No structure shall be placed, erected or installed upon any Lot and no improvements (including staking, clearing, excavation, grading and other site work, exterior alterations of existing improvements and planting and removal of landscaping materials, trees or shrubs) shall take place within the Properties except in compliance with this Declaration and the Design Guidelines promulgated pursuant to Section 4.2. In addition to obtaining any approvals required by this Declaration, an Owner shall comply with the terms, conditions and restrictions of the Hidden Hollow PUD and FDP approvals.

(b) **Development or Grading and Erosion Permits; Land Use Regulations.** All development of the Lots shall be in compliance with any Development or Grading and Erosion Control Permits required by the Town of Jackson for the development of a Lot and with any and all applicable land use regulations of the Town of Jackson.

(c) **Single Family Lots and Townhome Lots.** The Single Family Lots and Townhome Lots shall be used only for single family residential use and home occupations as are permitted by the Town of Jackson Land Development Regulations in effect and as amended from time to time and further provided such home occupations do not constitute a nuisance or violate any other provision of this Declaration. In all events, each Single Family Lot and Townhome Lot shall be in conformance with the following provisions:

- (i) **LSA.** The landscape surface area (LSA) within each Single Family Lot and Townhome Lot shall be equal to or above the designated amount for each such Lot set forth in the Design Guidelines;
- (ii) **FAR.** The square footage of each Single Family Residence and Townhome constructed within each Single Family Lot or Townhome Lot shall not exceed the maximum allowable square footage for such Lot as set forth in the Design Guidelines; and
- (iii) Any change in the size of habitable square footage in violation of any square footage requirement set forth herein (regardless of whether such increase changes or alters the physical structure of a Single Family Residence or Townhome or is visible from the exterior of any improvement on a Lot) is strictly prohibited.

**4.2 Design Guidelines.** The Design Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern to the Declarant in considering applications hereunder. The Design Guidelines are not the exclusive basis for decisions of the Declarant, and compliance with the Design Guidelines does not guarantee approval of any application. The Design Guidelines set forth the requirements for any improvements undertaken on a Lot.

The Declarant shall have sole and full authority to adopt and amend the Design Guidelines, in perpetuity, unless the Declarant delegates the power to amend to the Board. Upon termination or delegation of the Declarant's right to amend, the Board shall have the authority to amend the Design Guidelines. Any amendments to the Design Guidelines shall be prospective only and shall not apply to applications that have been submitted and are under review pursuant to this Article and the Design Guidelines or to require modifications to or removal of structures previously approved. There shall be no limitation on the scope

of amendments to the Design Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Design Guidelines less restrictive.

The Association shall make the Design Guidelines available to Owners and builders who seek to engage in development or construction within the Properties. In the Declarant's discretion, such Design Guidelines may be recorded in the Public Records, in which event the recorded version, as it may unilaterally be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

#### **4.3 Declarant Approval Required.**

(a) **Work.** The design of the townhome structures and landscaping to be constructed and installed on the Townhome Lots has been approved so no additional approval shall be required for the designs submitted to the Town of Jackson as of the Effective Date. Any and all construction, improvements and/or material alteration (including but not limited to the installation of landscaping) performed by an Owner or its agent within a Lot (each shall be referred to as "Work") shall be subject to Declarant and Board approval. Approvals pursuant to this Article shall be in the sole and absolute discretion of the Declarant and Board. The plans of all Work commenced within the Properties prior to the recordation of this Declaration in the Office of the Teton County Clerk are hereby deemed approved by Declarant and the Board.

(b) **Application.** The Owner of a Lot shall be required to obtain approval from Declarant and the Board for any Work performed within such Lot. Prior to commencing any Work on a Lot, an Owner shall submit to the Declarant an application for approval of the proposed Work in such form as this Article or the Declarant/Board may specify, along with any fees required for review. Such application shall include plans. The Declarant or Board may require the submission of such additional information as may be reasonably necessary to consider any application. The plans shall be in such form and shall contain such information as may be reasonably required pursuant to this Article. In reviewing each submission, the Declarant or Board may consider any factors it deems relevant, including without limitation, the harmony of interior design with surrounding Lots and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

(c) **Declarant Response.** The Declarant and Board shall, within thirty (30) business days after receipt of a completed application and all required information, respond in writing to the applicant at the address specified in the application. The response may either: (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The Declarant and/or Board may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections. If the Declarant or Board fails to respond in writing within thirty (30) business days of submission, approval shall be deemed to have been given by such party, with the exception of any development proposed that is not in compliance with the Design Guidelines, the Hidden Hollow PUD and FDP and this Declaration, which will be deemed automatically disapproved and denied. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with this Article unless a variance has been granted pursuant to Subsection (g). Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the U.S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

(d) **Right of Declarant to Assign Approval Rights to Board.** The rights of Declarant contained in this Section 4.3 shall continue until Declarant is no longer an Owner of a Single Family Lot

or a Townhome Lot. Declarant may from time to time relinquish and surrender its rights by assigning its rights to the Board. If Declarant relinquishes or surrenders one or more but less than all of the reserved rights set forth in this Article to the Board, any unrelinquished reserved rights of Declarant shall remain fully valid and effective.

(e) **Obligation to Complete Work.** Once construction has commenced in the interior of a Lot, it must be completed within twenty four (24) months from the date construction commenced unless otherwise specified in the notice of approval or unless the Board grants an extension in writing. The Board shall not be obligated to grant any extension but shall not unreasonably withhold such extension if construction of the improvement(s) is diligently pursued. Completion of improvements shall mean that a certificate of occupancy has been issued by the Town of Jackson and that the improvements are in a condition suitable for immediate occupancy by the Owner or its occupant. In the event construction is not complete within the time provided for herein, including any extensions approved by the Board, the Owner shall be subject to a late completion penalty of One Hundred Dollars (\$100.00) per day until construction is complete. Such penalty shall be assessed to such violating Owner as a Specific Assessment.

(f) **No Waiver of Future Approvals.** Each Owner acknowledges that the persons reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of this Article, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the Declarant may refuse to approve similar proposals in the future. Approval of applications or plans for any Work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

(g) **Variances.** The Declarant and Board may authorize variances from compliance with any of its guidelines and procedures when circumstances such as hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless approved in writing by the Declarant or the Board; (b) be contrary to this Declaration, the Master Plan or the Design Standards; (c) decrease the landscape surface area below the amount herein required for such Lot; or (d) estop the Declarant or Board from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

(h) **Limitation of Liability.** The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Properties but shall not create any duty to any Person. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and the Declarant and Board shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements or compliance with plans and specifications, nor for ensuring that all interior finish out of the Lots are of comparable quality, value or size or of similar design. Neither the Declarant, the Association, the Board, any committee, nor member of any of the foregoing shall be held liable for the Work or for any defects in plans revised or approved hereunder, or for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to the Lots. In all matters, the Board and Declarant shall be defended and indemnified by the Association as provided in Section 7.5.

(i) **Certificate of Compliance.** Any Owner may request that the Board issue a certificate of architectural compliance certifying that there are no known violations of this Article. The

Association shall either grant or deny such request within thirty (30) days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificate. Issuance of such a certificate shall estop the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

**4.3 Enforcement.** Any structure, improvement or landscaping placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Declarant or the Board, as applicable, Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming Work. Should an Owner fail to remove and restore as required, the Declarant, the Association or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with interest at the maximum rate then allowed by law, may be assessed against the benefited Residential Property and collected as a Specific Assessment. All approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved Work and all Work previously approved with respect to the same Residential Property, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved Work, the Declarant or the Association shall be authorized, after notice to the Owner of the Residential Property and an opportunity to be heard in accordance with the Bylaws, to enter upon the Residential Property and remove or complete any incomplete Work and to assess all costs incurred against the Residential Property and the Owner thereof as a Specific Assessment. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article may be excluded from the Properties, subject to the notice and hearing procedures contained in the Bylaws. In such event, neither the Declarant, the Association its officers, or directors shall be held liable to any Person for exercising the rights granted by this Section. In addition to the foregoing, the Association and the Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions authorized herein.

**4.4 Utilities.** Electrical, gas, and telephone utility lines will be installed underground. Except for the geothermal infrastructure, improvements and structure located within the LCE- AP, above ground utility installations are prohibited except for appurtenances necessary to access, operate and maintain the underground utilities. In any case in which utilities or appurtenances to such utilities are installed above ground, the Declarant shall determine what design and/or landscaping measures shall be taken to mitigate the visual impact of such above ground utilities or appurtenances on the Properties. The Town of Jackson shall own and maintain the following water and sewer utility infrastructure more specifically described in that certain Access and Utility Easement Agreement granted to the Town of Jackson and recorded the same date hereof. All other water and sewer infrastructure within the General Common Elements shall be owned and maintained by the Association.

#### **4.5 Yards; Fencing; Landscaping.**

(a) **Yards.** Temporary, permanent and semi-permanent structures, such as trailers, tepees, yurts, tents, tree houses, shacks, bully barns, greenhouses, additional decking and other similar structures are expressly prohibited within the Properties; provided, however, that the provisions of this Section shall not apply to temporary construction shelters maintained during, and used exclusively in connection with, the construction of any work or improvements permitted by this Declaration. No awnings shall be erected, placed or attached to any building within the Townhome Neighborhood without the prior written consent of the Declarant. Notwithstanding the foregoing, the following items shall be permitted within the Properties subject to the following terms and conditions: (i) above-ground gardens shall be permitted within Single Family Lots provided such gardens are screened from neighbors and such Owner has obtained prior approval from the Board for the placement of such garden(s) within its Single Family Lot; (ii) subject to the Declarant's and the Board's prior review and approval for size and aesthetics,

children's play and recreational equipment may be permitted on the Single Family Lots; and (iii) outdoor hot tubs, Jacuzzis and/or other similar items are permitted on the Single Family Lots and Townhome Lots subject to the Declarant's and the Board's prior review and approval for size, aesthetics and location, provided such items are screened from neighbors, are installed within approved decking/patios within a Lot and comply with Sections 4.1, 4.2 and 4.3 hereof, as applicable.

(b) **Fencing.** Fencing is permitted within the Single Family Lots. An Owner may construct fencing within such Owner's Lot only after obtaining approval from the Declarant. All fencing shall be in conformity with those materials, design and fence specifications set forth in the Design Guidelines. All fencing within a Lot shall be installed only in the rear of each Single Family Lot in those certain locations as shown in the Design Guidelines, unless otherwise approved by Declarant, in its sole discretion. All fencing shall include a doorway to allow for access by the Association in the event of emergency where access is necessary.

(c) **Landscaping.** After the initial required landscaping and irrigation system is installed within each Single Family Lot, each Owner shall obtain the prior written approval from the Association prior to the installation of any additional landscaping within such Owner's Lot. The Board may adopt a schedule of pre-approved plants, trees, flowers, and grasses that an Owner may install within a Lot without prior Board approval, so long as all such items are maintained in accordance with the standards set forth herein.

**4.6 Satellite Dishes.** Only one satellite dish per building on each Lot shall be permitted. Each satellite dish must be visually shielded from adjacent Residential Properties with size, location and shielding approved by the Declarant and the Board before such satellite dish is installed.

**4.7 Noxious Weeds and Exotic Plant Species.** Sources of all sod, seed and landscaping materials shall not contain noxious weeds or exotic species disfavored by the Teton County Weed and Pest Department. The Association shall adopt and enforce a program in cooperation with the Teton County Weed and Pest Department to eradicate noxious weeds present or occurring on the Properties.

#### **4.8 Townhome Party Walls.**

(a) **Easement.** A mutual easement is hereby established, declared and granted for each common wall constructed between Townhomes and those other improvements constructed on each Townhome Lot for mutual support of such common walls. Each such common wall is hereby declared to be a party wall, and the Owners of adjacent Townhomes shall have the right to use it jointly. The Owner of a Townhome shall have an easement on that part of the foundation, stem-walls, supporting wall structure and roofing of the improvements of such Owner as are situated adjacent to the common boundary between such Owner and the contiguous Townhome Owner for the purpose of structural support, repair and maintenance of the same, and including reasonable access through the other Owner's Townhome for the repair, restoration, restoration or replacement of such building components constituting the party wall and situated on said common boundary. No Townhome Owner shall construct, or permit or allow the construction or continuation of, any openings in the party wall of any nature whatsoever without the consent of the adjacent Townhome Owner, except only as permitted for repair, maintenance, restoration or replacement of improvements as herein provided.

(b) **Maintenance.** Repair, restoration and replacement of any part of party wall improvements of a Townhome caused by the willful act or negligence of the adjoining Townhome Owner or its guests, agents, invitees or licensees, shall be the responsibility of and performed by such other Townhome Owner at its sole cost and expense. Repair and maintenance of party wall coverings (including sheetrock, paneling, fireboard and the like) due to ordinary wear and tear or damage or destruction by Acts of God or the

elements, shall be the responsibility of the Townhome Owner where such wall coverings are situated, at such Owner's cost. Repair, maintenance, replacement and restoration of all other parts and components of party wall improvements, including concrete, structural framing, roof material and insulation, shall, unless caused by the willful act or negligence of one Townhome Owner or his guests, agents, invitees or licensees, be performed by the Association and shall be assessed as a Specific Assessment allocated equally among Owners of affected Lots. The Association is hereby licensed by each Townhome Owner to enter upon such Townhome Owner's premises during reasonable hours and after reasonable notice to make necessary or proper repairs, maintenance, restoration or replacement of party wall improvements.

**4.8     Stormwater System and Roadways.** The stormwater system and Roadways shall be private and shall be maintained by the Association as provided for in Article VII of this Declaration.

## ARTICLE V – MAINTENANCE AND REPAIR BY OWNERS

**5.1 Maintenance by Owners.** Each Owner's maintenance obligations shall include, but not be limited to, the following:

(a) Each Owner of a Lot shall be obligated to maintain, repair and replace, at such Owner's expense, any utility service facilities or apparatus located within such Lot that service such Lot exclusively;

(b) Each Owner of a Single Family Lot shall maintain, repair and replace the landscaping, siding, roofing, decking, front porches/entrances, exterior windows, doors and garage doors all in accordance with the Community–Wide Standard;

(c) The Owner(s) of each Apartment Lot shall be obligated to maintain, repair and replace the exterior (including, but not limited to the siding, windows, doors and roof materials) of each Apartment Building within each such Owner's Lot in accordance with the Community–Wide Standard.

(d) The Owner(s) of the Apartment Lots shall be responsible for maintaining, repairing and replacing the driveways, landscaping, irrigation system, sidewalks, parking areas located within the Limited Common Elements – AP all in accordance with the Community–Wide Standard.

(e) The Owner(s) of the Apartment Lots shall maintain, repair and replace the geothermal system and ancillary building installed within the Limited Common Elements – AP all in accordance with the Community- Wide Standard.

If any Owner fails, as determined by the Board or the Declarant, in either party's sole discretion, to maintain, repair and/or replace the items that it is obligated to maintain, repair and replace as set forth above in accordance with standards set forth herein and those standards otherwise approved by the Declarant and/or the Board, the Association shall, after providing notice to the Owner of such failure and an opportunity to be heard in accordance with procedures adopted by the Board pursuant to a resolution and/or as set forth in the Bylaws, enter upon the Lot to cure such failure and to assess all costs incurred against the Lot and the Owner thereof as a Specific Assessment.

## PART THREE: COMMUNITY GOVERNANCE AND ADMINISTRATION

### ARTICLE VI – THE ASSOCIATION AND ITS MEMBERS

**6.1 Function of Association.** The Association shall be responsible for assessing the assessments and shall be responsible for the management, maintenance and operation of the Common Elements in accordance with the Governing Documents. The Association also shall be the primary entity responsible for enforcement of the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Wyoming.

**6.2 Membership.** Every Owner of a Residential Property, by virtue of their purchase of a Residential Property or the acceptance of a deed therefore, shall be a Member of the Association. If a Residential Property is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 6.3(a), 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 or trustee, or by the individual designated from time to time by the Owner in a written instrument

provided to the Secretary of the Association except where such privileges may be restricted by the Master Rules and Regulations.

**6.3 Voting.** The Association shall have one class of membership. Members within the Single Family Lot Neighborhood shall have one equal vote for all concerns related to the Single Family Neighborhood and 2.56 votes per Single Family Lot for all other Association concerns. Members within the Townhome Lot Neighborhood shall have one equal vote for all concerns related to the Townhome Lot Neighborhood and 1.66 votes per Townhome Lot for all other Association concerns. Members within the Apartment Lot Neighborhood shall have one equal vote for all concerns related to the Apartment Lot Neighborhood and 11.11 votes per Apartment Lot for all other Association concerns. All votes shall be cast as provided in Section 6.3(a).

(a) **Exercise of Voting Rights**. The vote for each Residential Property owned by a Member shall be exercised by the Owner of the Residential Property. In any situation where there is more than one Owner of such Residential Property, the vote for such Residential Property shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Residential Property's vote shall be suspended if more than one Person seeks to exercise it in a conflicting manner.

(b) **Commencement of Voting Rights**. Voting rights as to each Residential Property shall vest upon the commencement of assessment obligations for such Residential Property.

Only Owners of Residential Properties that comprise each Neighborhood may vote on matters regarding Neighborhood Expenses attributable to each such Neighborhood. Notwithstanding the foregoing, no action may be taken by any Neighborhood that would be contrary to or in violation of the Community-Wide Standard.

**6.4 Creation of Neighborhoods.** There shall be three Neighborhoods within the Properties as follows:

a. **Single Family Lot Neighborhood**. The Single Family Lot Neighborhood shall consist of the Single Family Lots.

b. **Apartment Lot Neighborhood**. The Apartment Lot Neighborhood shall consist of the Apartment Lots.

c. **Townhome Lot Neighborhood**. The Townhome Lot Neighborhood shall consist of the Townhome Lots.

Declarant hereby reserves the right to add additional Neighborhoods and/or to combine Neighborhoods.

**6.5 Association Board of Directors.** The Association shall have not less than three (3) nor more than seven (7) directors as provided in the Bylaws and there shall be at least one director from each Neighborhood. The number of directors may be changed as provided in the Bylaws. The initial Board and replacements shall be appointed by the Declarant as provided in the Bylaws until the expiration of the Declarant rights as provided in Section 9.12. At all times while the Declarant owns any real property set forth on a Plat, one of the members of the Board shall be a representative of the Declarant. The Directors shall serve as provided in the Bylaws.

**6.6 Neighborhood Committees.** There shall be a Neighborhood Committee for each of the Neighborhoods in the Association. Each committee shall be comprised of not less than three (3) committee

members unless the Board approves a lesser amount of committee members. Each committee member shall be a Member in good standing and an Owner of a Residential Property in the Neighborhood on which committee they serve. The chairperson of each committee shall be a duly-elected member of the Board. The committee members shall serve as provided in the Bylaws.

## **ARTICLE VII - ASSOCIATION POWERS AND RESPONSIBILITIES**

### **7.1 Acceptance and Control of Association Property.**

(a) The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible real and personal property.

(b) The Declarant and its designees may convey real or personal property to the Association and the Association shall accept such property.

### **7.2 Maintenance.**

#### **(a) Maintenance Applicable To All Neighborhoods.**

(i) The Association shall maintain, repair and replace the stormwater drainage system up to the connection point to the Town of Jackson utility main. The Town of Jackson shall maintain, repair and replace the water system and the sewer system up to the connection points pursuant to that certain Access and Utility Easement Agreement granted to the Town of Jackson and recorded the same date hereof. For purposes of this section, "connection points" shall mean the location of the water and sewer service lateral intersect with the utility mains. Other utility providers shall maintain, repair and replace the other utility services, including but not limited to, cable and other systems for sending and receiving data and/or other electronic signals, security systems, telephone systems and other similar systems up to the connection point of each Residential Property. The costs associated with the maintenance, repair and replacement of the stormwater drainage system shall be a Common Expense. The costs associated with the maintenance and/or repairs to the utility infrastructure owned by the Town of Jackson shall be at the sole expense of the Town of Jackson. The Town of Jackson shall not be responsible for any surface repairs associated with the curbs, roadway asphalt, heating systems, gutters, sidewalks, retaining walls and other features, except to the extent such improvements are damaged by the Town of Jackson in the performance of its maintenance and repair of the utility infrastructure owned by the Town of Jackson.

(ii) The Association, acting through the Board, shall be obligated to maintain the landscaping and the irrigation system located within the General Common Elements, including but not limited to the wetlands maintenance in compliance with the regulatory entities. The costs associated with the maintenance, repair and replacement of the landscaping and irrigation system located within the General Common Elements shall be a Common Expense.

(iii) The Association shall be obligated to maintain a contract for weekly service of garbage collection by a sanitation or garbage collection company for each Neighborhood. Once garbage collection has occurred each week, each Owner of a Townhome Lot and Single Family Lot shall be required to return its trash receptacle to such Owner's garage (the interior of the garage, not the exterior) within twenty-four (24) hours of such collection. By accepting a deed to a Lot or Unit, each Owner hereby acknowledges the foregoing obligation and agrees that the liability for expenses associated with garbage collection shall be subject to assessment for payment pursuant to

Article VIII hereof. Such expenses shall be a Neighborhood Expense allocated to each Neighborhood.

(iv) The Association shall maintain, repair and replace the Roadway, the Visitor Parking Areas (not designated to a specific unit or Neighborhood), retaining walls and driveways within the Common Elements, and such expenses associated with such maintenance, repair and replacement shall be a Common Expense.

(v) The Association shall maintain, repair and replace the sidewalks that are adjacent to Hidden Hollow Drive, including but not limited to the removal of snow and debris located on the sidewalks and on the fire hydrants so that the sidewalks are usable by the public on a continuous basis and the fire hydrants can be easily accessed by the Town of Jackson. The costs associated with the removal of snow and debris located on the sidewalks and on the fire hydrants and with the maintenance, repair and replacement of the sidewalks that are adjacent to the Roadways within the General Common Elements shall be a Common Expense.

(b) Maintenance of Townhome Lot Neighborhood.

(i) The Association shall maintain, replace and repair the exteriors of each Townhome, including but not limited to the decking, the siding, the exterior doors, the foundations, the balconies, the roofing and chimneys and the garage doors, in accordance with the Community-Wide Standard. Such expenses shall be Neighborhood Expenses assessed specifically against the Lots within such Townhome Lot Neighborhood that are subject to such work in proportion to the benefit received or to be received and siding/roofing expenses shall be prorated amongst such Lots in accordance with the square footage of such units (habitable and non-habitable).

(ii) The Association shall maintain and repair the LCE-Driveway and Sidewalks and LCE-Decking assigned and designated to Lots within the Townhome Lot Neighborhood. Such expenses shall be Neighborhood Expenses assessed specifically against the Lots with completed Townhomes located thereon to which the LCE is assigned. For purpose of this Section, a “completed Townhome” shall mean that one or both of the following has occurred: (i) the issuance of a Certificate of Occupancy by the Town of Jackson for such Townhome; and/or (ii) the purchase of insurance for such Townhome to be administrated by the Association pursuant to Section 7.3(a)(iv).

(iii) The Association, acting through the Board, shall be obligated to maintain the landscaping and the irrigation system located within the General Common Elements - TH. The costs associated with the maintenance, repair and replacement of the landscaping and irrigation system located within the General Common Elements-TH shall be a Neighborhood Expense assessments assessed specifically against the Lots with completed Townhomes located thereon to which the LCE is assigned. For purpose of this Section, a “completed Townhome” shall mean that one or both of the following has occurred: (i) the issuance of a Certificate of Occupancy by the Town of Jackson for such Townhome; and/or (ii) the purchase of insurance for such Townhome to be administrated by the Association pursuant to Section 7.3(a)(iv).

(c) Maintenance of Apartment Lot Neighborhood. It is contemplated that the Apartment Lots will be owned by one owner (or associated entities) and that the one owner want to handle the maintenance, repair and replacement of the below items internally by their onsite rental management company and/or employees. Notwithstanding the foregoing, if the Apartment Lots are owned in the future by non-associated entities or if the Board reasonably determines that the maintenance, repair and/or

replacement of the below items below the Community- Wide Standard, then the Association shall have the right to maintain the items set forth below pursuant to the enforcement process set forth in Section \_\_\_\_\_ of this Declaration:

(i) The Owner of each Apartment Lot shall be obligated to maintain, repair and replace the exterior (including, but not limited to the siding, windows, doors and roof materials) of each Apartment Building within each such Owner's Lot in accordance with the Community-Wide Standard.

(2) The Owners of the Apartment Lots shall be responsible for maintaining, repairing and replacing the driveways, landscaping, irrigation system, sidewalks, parking areas located within the Limited Common Elements - AP.

(ii) The Owner of the Apartment Lots shall maintain, repair and replace the geothermal system and ancillary building installed within the Limited Common Elements – AP in accordance with the Community- Wide Standard.

(d) Notwithstanding the obligations delegated by this Section 7.2, if the Board reasonably determines that the maintenance, repair or replacement of any item is necessitated by the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such maintenance, repair or replacement against any such Owner(s) and their Residential Property as a Specific Assessment.

### **7.3 Insurance.**

(a) **Required Coverages.** The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering “risks of direct physical loss” on a “special form” basis (or comparable coverage by whatever name denominated) for all insurable improvements within the Common Elements to the extent that the Association has assumed responsibility in the event of a casualty, regardless of ownership. If such coverage is not generally available at reasonable cost, then “broad form” coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement costs of the insured improvements under current building ordinance and codes;

(ii) Commercial general liability insurance on the Common Elements, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary and any umbrella coverage) shall have a limit of at least one million dollars (\$1,000,000.00) per occurrence with respect to bodily injury, personal injury, and property damage; provided, should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such additional coverages or limits. If the policy does not contain “severability of interest” in its terms, the Association shall acquire an endorsement to preclude the insurer’s denial of an Owner’s claim because of negligent acts of the Association or of other Owners;

(iii) Such additional insurance as the Board, in its best business judgment, determines advisable.

(iv) Blanket property insurance covering “risks of direct physical loss” on a “special form” basis (or comparable coverage by whatever name denominated) for the Townhomes located on the Townhome Lots and all structural and supporting improvements associated with the Townhomes, but not the contents thereof. If such coverage is not generally available at reasonable cost, then “broad form” coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement costs of the insured improvements under current building ordinance and codes. The Declarant or its assigns (if a third party developer) shall be named as an additional insured on all policies of insurance covering direct physical loss to any Townhome. Premiums for all insurance on the Townhomes under this Section shall be assessed as a Neighborhood Expense against only the Townhome Lots with completed Townhomes located thereon and shall be prorated equally amongst such Townhome Lots within each Neighborhood.

Premiums for all insurance on the Common Elements shall be assessed by the Board as a Common Expense. Premiums for all insurance for General Common Elements – TH shall be assessed by the Board as a Neighborhood Expense to the Townhome Neighborhood. Premiums for all insurance for LCE shall be assessed by the Board to the applicable Neighborhood as a Neighborhood Expense.

(b) **Policy Requirements.** All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured.

The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.3(a). In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Residential Properties as a Specific Assessment.

All insurance coverage obtained by the Board shall:

- Wyoming;
- (i) Be written with a company authorized to do business in the State of
- (ii) Be written in the name of the Association as trustee for the benefited parties;
- (iii) Not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;
- (iv) Contain an inflation guard endorsement;
- (v) Include an agreed amount endorsement if the policy contains a co-insurance clause;
- (vi) Provide a waiver of subrogation under the policy against any Owner or household member of an Owner;
- (vii) Include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more individual Owners, or on account of any

curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;

(viii) Include an endorsement precluding cancellation, invalidation, or condition to recovery under the policy on account of any act or omission of any one or more individual Owners, unless such Owner is acting within the scope of its authority on behalf of the Association;

(ix) Provide that the policy will be primary, even if an Owner has other insurance that covers the same loss.

In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide:

(i) A waiver of subrogation as to any claims against the Association's Board, officers, employees, and its manager, its attorneys, the Owners and their tenants, servants, agents, and guests;

(ii) A waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(iii) An endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(iv) An endorsement requiring at least thirty (30) days prior written notice to the Association and to all Mortgagees and Guarantors of Residential Properties of any cancellation, substantial modification, or non-renewal; and

(v) A provision vesting in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any related to the loss.

(c) **Restoring Damaged Improvements.** In the event of damage to or destruction of property that the Association is obligated to insure, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Damaged improvements on the property shall be repaired or reconstructed unless at least seventy-five percent (75%) of Members decide within sixty (60) days after the loss not to repair or reconstruct. If either the insurance proceeds or estimates of the loss, or both, are not available to the Association within such sixty (60) day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Elements shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements, then the insurance proceeds shall be paid to the Owners (first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner) as their interests are determined (for Lots based upon equal allocations and for Condominium Units, if any, based upon the square footage size of each Condominium Unit) and the insurance proceeds available. All mortgages, liens

and other charges against the Residential Properties shall be paid out of the insurance proceeds before any proceeds are released to an Owner(s).

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by the Association for the benefit of its Members or the Owners of Residential Properties, as appropriate, and placed in a capital improvements account.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 7.3(a).

Policies secured on behalf of a Neighborhood shall be for the benefit of the Owners within the Neighborhood and their Mortgagees, as their interest may appear.

**7.4      Compliance and Enforcement.** The Association and every Owner and occupant of a Residential Property shall comply with the Governing Documents. The Board may impose reasonable monetary fines without notice and a hearing for a violation of the Governing Documents. In the event that any occupant, guest or invitee of a Residential Property violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; provided however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board. Additionally, the Board may impose sanctions against Owners for violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth in the Bylaws. Such sanctions may include, without limitation:

- (a)      Suspending an Owner's right to vote;
- (b)      Suspending any Person's right to use any Common Elements within the Properties; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Residential Property;
- (c)      Suspending any services provided by the Association to an Owner or the Owner's Residential Property if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association;
- (d)      Exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;
- (e)      Requiring an Owner, as its own expense, to remove any structure or improvements on such Owner's Residential Property in violation of Article III and IV and to restore the Residential Property 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 property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;
- (f)      Without liability to any Person, precluding any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of Article IV from continuing or performing any further activities in the Properties; and
- (g)      Levying Specific Assessments to cover costs incurred by the Association to bring a Residential Property into compliance with Governing Documents.

In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in the Bylaws:

- (a) Exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); and
- (b) Bringing suit at law or in equity to enjoin any violation or to recover monetary damages to both.

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 Residential Property and the Owner thereof 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. If a Neighborhood Committee fails to perform its maintenance responsibilities, the Association may perform such maintenance and assess the costs as a Specific Assessment against all property within such Neighborhood. Except in an emergency situation, the Association shall provide the Owner or Neighborhood Committee reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

All remedies set forth in the Governing Document shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action.

The Association shall not be obligated to take any action if the Board reasonably determines that the Association's position is not strong enough to justify taking such action. Such a decision shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or estop the Association from enforcing any other covenant, restriction or rule.

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

#### **[NEED TO ADD FINES AND TOWING OF CARS]**

**7.5 Implied Rights; Board Authority.** 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 or delegated to a Neighborhood Committee or other committee of the Association without a vote of the membership.

**7.6 Indemnification of Officers, Directors and Others.** The Association shall indemnify every officer, director, and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement or any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under Wyoming law or the Bylaws.

**7.7 Maintenance of Association Standing.** The Association shall be obligated to maintain itself in good standing with the Wyoming Secretary of State and any other governmental entities having jurisdiction over the activities or existence of the Association.

**7.8 Powers of the Association Relating to Neighborhoods.** The Association shall have the power to veto any action taken or contemplated to be taken by any Neighborhood Committee which the Board reasonably determines to be adverse to the interests of the Association or its Members or inconsistent with the Community-Wide Standard. The Association also shall have the power to require specific action to be taken by any Neighborhood Committee in connection with its obligations and responsibilities, such as requiring specific maintenance or repairs or aesthetic changes to be effectuated and requiring that a proposed budget include certain items and that expenditures be made therefore.

A Neighborhood Committee shall take appropriate action required by the Association in a written notice within the reasonable time frame set by the Association in the notice. If the Neighborhood Committee fails to comply, the Association shall have the right to effect such action on behalf of the Neighborhood Committee and levy Specific Assessments to cover the costs, as well as an administrative charge and sanctions.

## ARTICLE VIII – ASSOCIATION FINANCES

**8.1 Budgeting and Allocating Common Expenses; Base Assessments.** At least thirty (30) days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund pursuant to Section 8.3. 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 Residential Properties, and the amount to be generated through the levy of Base Assessments, Special Assessments and Specific Assessments against each.

The Association is hereby authorized to levy Base Assessments against all Residential Properties subject to assessment under Section 8.7 to fund the Common Expenses. The liability for Common Expenses described herein shall be allocated based on a fraction, the numerator of which shall be one and the denominator of which shall be the number of Residential Properties then existing on the Properties.

The Board shall send a copy of the final budget, together with notice of the amount of the Base Assessment to be levied pursuant to such budget, to each Owner not less than thirty (30) nor more than sixty (60) days prior to the effective date of such budget. Such budget and assessment shall automatically become effective unless subject to the limitation on increases of assessments provided for in Section 8.6.

Failure of the Board to fix assessment amounts or rates or to deliver or mail 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 Base Assessment from time to time during the year, subject to the notice requirements and the limitations on increases of assessments provided for in Section 8.6.

**8.2 Budgeting and Allocating Neighborhood Expenses.** At least thirty (30) days before the beginning of each fiscal year, the Board shall prepare a separate budget covering the estimated Neighborhood Expenses for each Neighborhood on whose behalf Neighborhood Expenses are expected to

be incurred during the coming year. Each such budget shall include any costs for additional services or a higher level of services which the Owners in such Neighborhood have approved pursuant to Section 6.4 and any contribution to be made to a reserve fund pursuant to Section 8.3. 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 Residential Properties, and the amount required to be generated through the levy of Neighborhood and Special Assessments against the Residential Properties in such Neighborhood.

The Association is hereby authorized to levy Neighborhood Assessments equally against all Residential Properties which are subject to assessment under Section 8.7 to fund Neighborhood Expenses; provided, if so specified in the applicable Supplemental Declaration or if so directed by petition signed by a majority of the Owners within the Neighborhood, any portion of the assessment intended for exterior maintenance of structures or replacement reserves which pertain to particular structures shall be levied on each of the benefited Residential Properties in proportion to the benefit received. All insurance expenses included within the Neighborhood Expenses shall be allocated proportionally to each Unit and/or Lot in accordance with the requirements of Section 7.3 for such Neighborhood.

The Board shall cause a copy of the Neighborhood budget and notice of amount of the Neighborhood Assessment for the coming year to be delivered to each Owner in the Neighborhood not less than thirty (30) nor more than sixty (60) days prior to the beginning of the fiscal year; provided, however, if the Neighborhood Assessment is increased from previous year's Neighborhood Assessment, the Board shall send notice of the increase by the first class mail to the Owners not less than thirty (30) nor more than sixty (60) days prior to the increased Neighborhood Assessment becoming due. Such Neighborhood budget and Neighborhood Assessment shall automatically become effective unless subject to the limitation on increases of assessments provided for in Section 8.6.

Failure of the Members to approve a Neighborhood Assessment or failure of the Board to fix assessment amounts or rates or to deliver or mail 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 Neighborhood 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 for any Neighborhood and the amount of any Neighborhood Assessment from time to time during the year, subject to the notice requirements and the limitations on increases of assessments provided for in Section 8.6.

**8.3 Budgeting for Reserves.** The Board shall prepare and review at least annually a reserve budget for the Common Elements and other assets of the Association and for each Neighborhood for which the Association maintains capital items as a Neighborhood Expense. The budgets 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 pursuant to Section 8.1 or the Neighborhood Expense budgets adopted pursuant to Section 8.2, as appropriate, 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.

**8.4 Special Assessments.** In addition to other authorized assessments, the Association may, subject to the limitations of Section 8.6, levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied: (i) against the entire membership if such Special Assessment is for Common Expenses; or (ii) against an individual Residential Property or Neighborhood if such Special Assessment is for an unbudgeted expense relating to less than all

of the Properties. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall provide notice of the Special Assessment by first class mail to the Owners not less than thirty (30) nor more than sixty (60) days prior to the Special Assessment becoming due.

**8.5     Specific Assessments.** The Association shall have the power to levy Specific Assessments against a particular Residential Property as follows:

- (a) To cover costs incurred in bringing a nonconforming Residential Property into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of a nonconforming Residential Property, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the nonconforming Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying any Specific Assessment under this Section; and
- (b) To cover the cost of providing services to a Residential Property, including but not limited to snow removal on driveways within Single Family Lots and LCE-Decking. Specific Assessments may be levied in advance.

**8.6     Limitation on Increases of Assessments.** Notwithstanding any provision to the contrary, and except for assessment increases necessary for emergency situations or for required insurance expenses or to reimburse the Association pursuant to Sections 8.4, the Board may not impose a Base Assessment or Neighborhood Assessment that is more than twenty percent (20%) greater than each of those assessments for the immediately preceding fiscal year, nor impose a Special Assessment which in the aggregate exceeds twenty percent (20%) of the budgeted Common Expenses for the current fiscal year, without a majority vote of a quorum of the Members who are subject to the applicable assessment at a meeting of the Association, or action without meeting by written ballot in lieu thereof signed by all of the Members of the Association.

Notwithstanding the foregoing, unless increases are attributable to actual costs for insurance required by Section 7.3 of this Declaration, the Board may not impose a Neighborhood Assessment for the Condominium Unit Neighborhood that is more than five percent (5%) greater than such assessment for the immediately preceding fiscal year without a majority vote of a quorum of the Members who are subject to the applicable assessment at a meeting of the Association, or action without meeting by written ballot in lieu thereof signed by all of the Members of the Association.

For purposes of this Section, “quorum” means more than fifty percent (50%) of the total voting power of the Association subject to the applicable assessment. For purposes of this Section, the term “Base Assessment” shall be deemed to include the amount assessed against each Residential Property for the year immediately preceding the year for which the assessment is to be increased.

An emergency situation justifying a Special Assessment may be, but shall not be limited to, any one of the following:

- (a) An extraordinary expense required by an order of a court;
- (b) An extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible where a threat to personal safety on the Properties is discovered;

(c) An extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible which expense could not have been reasonably foreseen by the Board in preparing and distributing the budget as provided for in Section 8.1. However, prior to the imposition or collection of such an assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. Such resolution shall be distributed to the Members with the notice of such assessment; and

(d) Any increase for required insurance expenses.

**8.7 Authority to Assess Owners; Date of Commencement of Assessments; Time of Payment.** The Declarant hereby establishes that the Association is authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. Subject to Sections 8.1 and 8.8, the obligation to pay the assessments provided for herein shall commence as to all Residential Properties on the first day of the month following the first conveyance of a Residential Property to an Owner not affiliated with the Declarant. The first annual assessment shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Residential Property. Any assessments collected but not spent prior to the Association incurring expenses shall be placed into the Association's reserve account for maintenance, repair and replacement of the Common Elements and any other common amenities.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Residential Property and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, annual assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his or her Residential Property, the Board may require the outstanding balance on all assessments to be paid in full immediately.

### **8.8 Personal Obligation.**

(a) Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a rate of eighteen percent (18%) per annum or such other rate as the Board may establish, subject to the limitations of Wyoming law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Residential Property until paid in full. Upon a transfer of title to a Residential Property, the grantee shall not be personally liable for any assessments and other charges due at the time of conveyance unless expressly assumed by him/her, but such transferred Residential Property shall remain subject to any liens imposed upon it pursuant to Section 8.9 herein.

Failure of the Board to fix assessment amounts or rates or to deliver or mail 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 Base Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner may exempt himself from liability for assessments by non-use of the Common Elements, by abandonment of his Residential Property, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement

of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Association shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

(b) **Declarant's Obligations for Assessments.** The Declarant is subject to the payment of assessments against Residential Properties that it owns.

**8.9 Lien for Assessments.** Each Owner, by his or her acceptance of a deed to a Residential Property, hereby vests in the Association and its agents the right and power to bring all appropriate actions against such Owner personally for the collection as a debt of any unpaid and delinquent billings for Base Assessments, Special Assessments, Specific Assessments, Neighborhood Assessments, interest, late fees, enforcement costs and other charges owing by such Owner in accordance with the terms hereof. Additionally, in order to secure payment of any billings for Base Assessments, as well as Special Assessments and Specific Assessments, interest, late fees, enforcement costs and other charges due hereunder, Declarant hereby retains, and each Owner by his or her acceptance of a deed to a Residential Property, hereby grants the Association and its agents a lien for such Base Assessments, Neighborhood Assessments, as well as Special Assessments and Specific Assessments, interest, late fees, enforcement costs and other charges for which such Owner is responsible under the terms hereof. The Board, acting on behalf of the Association, is authorized to record a notice of any unpaid amounts secured by such lien in the Public Records, which shall include a description of the applicable Residential Property and the name of the Owner thereof and the basis for the amount of the lien. Said lien shall be enforceable by the Association or its agents through all appropriate methods available under applicable Wyoming law for the enforcement of such liens, including without limitation, non-judicial foreclosure, and the Declarant and each such Owner hereby expressly grant to the Association a power of sale in connection with said lien. The Association may designate a trustee in writing from time to time to post or cause to be posted the required notices and to conduct such foreclosure sale. The trustee may be changed at any time and from time to time by an instrument in writing and signed by the President or a Vice President of the Association and attested by the Secretary or any Assistant Secretary of the Association and filed for record in the Public Records. The Association may bid for the Residential Property at the foreclosure sale and acquire, hold, lease, mortgage and convey the Residential Property. While a Residential Property is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Residential Property shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Residential Property had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same. The sale or transfer of any Residential Property shall not affect the assessment lien or relieve such Residential Property from the lien for any subsequent assessments. Notwithstanding the foregoing, any first Mortgagee that obtains title to a Residential Property after the sale or transfer of any Residential Property pursuant to foreclosure (or deed in lieu of foreclosure) shall not be subject to any lien amounts that represent more than 6 months of unpaid charges relating to the Residential Property (including assessments and costs related to the collection of the unpaid dues) in question that arose prior to such sale or transfer. Any unpaid assessments associated with the foregoing (those lien amounts that represent more than 6 months of unpaid charges) shall be deemed to be Common Expenses collectible from Owners of all Residential Properties and the lien shall be extinguished with respect to such lien amounts that represent more than 6 months of unpaid charges.

Notwithstanding the foregoing, after any such foreclosure or deed in lieu of foreclosure, such Residential Property shall remain subject to this Declaration and the new Owner of such Residential Property shall thereafter be personally liable for all charges of the type described above which relate to such Residential Property which become due after such new Owner acquires title to said Residential Property by foreclosure or by acceptance of a deed in lieu of foreclosure. Except as otherwise provided above as to holders of first Mortgages that obtain title to a Residential Property after the sale or transfer of any Residential Property pursuant to foreclosure (or deed in lieu of foreclosure) or by applicable law, no sale or transfer of any Residential Property shall: (a) relieve any Owner thereof from personal liability for any of such unpaid charges attributable to the applicable Residential Property which become due prior to the date of such sale or transfer; or (b) satisfy or extinguish the above-described lien in respect of such unpaid charges.

## PART FOUR: COMMUNITY DEVELOPMENT

### ARTICLE IX – ADDITIONAL RIGHTS RESERVED TO DECLARANT

**9.1     Expansion by the Declarant.** Until the Declarant has sold 100% of the Properties subject to this Declaration, the Declarant may annex additional properties into the regime of this Declaration provided such property is contiguous to the Properties. Such annexation shall be accomplished by filing a Supplemental Declaration in the Public Records describing the property to be annexed and specifically subjecting it to the terms of this Declaration. Such Supplemental Declaration shall not require the consent of Members, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

**9.2     Additional Covenants and Easements.** The Declarant may subject any portion of the Properties to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through the various Assessments as provided for herein. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration. By accepting a deed to any Lot and/or Condominium Unit of the foregoing subdivision, an owner acknowledges that Declarant's reserved rights set forth in the paragraph, and expressly consents hereto to any such grant or amendment and hereby provides that such party is not an abridged or affected party and hereby grants a power of attorney to Declarant and/or its assigns for purposes of acknowledging consent to any action required to accomplish said grant or amendment, including but not limited to a partial vacation of plat. Declarant and/or its assigns hereby reserves the right to assign portions of Common Elements as Limited Common Elements (individually or collectively) either by designation on a future plat or by filing a Supplemental Declaration in the Office of the Clerk of Teton County, Wyoming.

**9.3     Effect of Filing Supplemental Declarations.** Any Supplemental Declaration filed pursuant to this Article shall be effective upon recording in the Public Records unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Declaration.

**9.4     Budget Considerations.** As additional properties are annexed to the Properties pursuant to this Article IX, the budget of the Association may be affected, as well as assessment obligations of the Owners as a result thereof.

**9.7 Right to Approve Changes to Master Rules and Regulations and to Community-Wide Standards.** No amendment to or modification of any Master Rules and Regulations, Design Guidelines and/or to the Community-Wide Standards shall be effective without prior notice to and the written approval of Declarant so long as the Declarant owns property subject to this Declaration. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by Declarant and recorded in the Public Records.

**9.8 Right to Appoint Members of Board.** The Declarant shall have the right to appoint the members (for staggered terms of one, two and three year periods) of the Board of Directors of the Association and of any committee of the Board, including but not limited to the Neighborhoods Committees, except as otherwise provided in the Bylaws.

**9.9 Right to Delay Commencement of Association, Meetings or Assessments.** The Declarant hereby reserves the right to delay the filing of the Articles for the Association, creation of Bylaws and Master Rules and Regulations, or to delay the commencement of Association meetings or to delay implementation of Association assessments as required hereunder and in the Bylaws. In the event that the Declarant elects to delay the creation of the association, the rights, but not the obligations, of the Association created by this Declaration are hereby assigned to the Declarant until such time as the Association is created.

**9.10 Right to Amend Plat.** Declarant hereby reserves the right to amend the Plat to provide for the orderly development of the Properties as determined by the Declarant. By accepting a deed for their Residential Property, an Owner acknowledges the Declarant's rights set forth in this Section 9.10 and expressly consents thereto.

**9.11 LCE.** The Declarant may designate Common Area as Limited Common Elements. Such additional designation as LCE and such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration. If the property is owned by someone other than Declarant, then the consent of the Owner(s) shall be necessary and shall be evidenced by their execution of the Supplemental Declaration. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

**9.12 Marketing.** Declarant reserves the right for itself and its agents to install and maintain flags, banners and/or signage within the Properties and to conduct sales activities within the Properties (including, but not limited to, conducting open houses for brokers and prospective purchasers within Lots and performing other forms of advertising) for purposes of marketing and advertising the Properties.

**9.13 Right to Assign Reserved Rights.** Notwithstanding any other provision in this Declaration, the Declarant hereby reserves the right at any time to assign any or all of its reserved rights set forth in this Declaration to an entity that purchases at least 30% of the Properties.

**9.14 Termination of Rights.** The rights contained in this Article shall not terminate until the Declarant, or any individual Declarant, is no longer a record owner of any real property subject to this Declaration unless Declarant elects to terminate such reservations at an earlier date. Declarant may from time to time relinquish and surrender one or more but less than all of the reserved rights, in which event the unrelinquished reserved rights shall remain fully valid and effective for the remainder of the term thereof.

## **PART FIVE: PROPERTY RIGHTS WITHIN THE COMMUNITY**

*The nature of living in a community requires the creation of special property rights and provisions to address the needs and responsibilities of the Owners, the Declarant, the Association, and others within or adjacent to the community.*

## ARTICLE X – EASEMENTS

**10.1 Easements in Common Elements.** The Declarant grants to each Owner of a Residential Property a non-exclusive right and easement of use (subject to the rights of other Owners, Members and the Association), access and enjoyment in and to the General Common Elements. The Declarant grants to each Owner (subject to the rules, regulations, and restrictions contained in the Governing Documents) an exclusive right and easement of use, access, and enjoyment in and to the Limited Common Elements that are appurtenant to the Residential Property owned by such Owner, which shall include without limitation the decking, sidewalk and parking areas. Such exclusive right and easement of use, access, and enjoyment in the Limited Common Elements shall not be severable from the Residential Property to which it is appurtenant.

The foregoing grants shall be subject to:

- (a) The restrictions, rules and regulations set forth in the Governing Documents and any other applicable covenants;
- (b) Any restrictions or limitation contained in any deed and/or easement agreement conveying such property and/or easement over such property to an Owner Association; and
- (c) The right of the Board to adopt rules regulating the use and enjoyment of the area of the Common Elements.
- (d) The right of the Board to suspend the right of an Owner to use the Common Elements (i) for any period during which any charge or assessment against such Owner's Residential Property remains delinquent, and (ii) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation of the Governing Documents after notice and a hearing pursuant to the Bylaws.

Any Owner may extend his or her right of use and enjoyment of the Common Elements to the members of his or her family, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Residential Property, subject to the terms and conditions of this Declaration, shall be deemed to have assigned all such rights to the lessee of such Residential Property for the period of the lease.

**10.2 Easements for Utilities and Infrastructure.**

- (a) All dedications, limitations, restrictions and reservations of easements, including those for drainage, prepared and recorded by Declarant are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth in this Declaration.
- (b) The Declarant hereby grants to the Association and each Owner of a Residential Property, and, so long as the Declarant owns any real property subject to this Declaration, reserves for itself, and reserves the right to grant to the Town of Jackson, utility providers, the Association and all Owners perpetual non-exclusive utilities easements in, under, over and across the Roadways and in those areas as described on the Plat for the purpose of:

(i) Installing utilities, including without limitation, water and sewer systems, cable and other systems for sending and receiving data and/or other electronic signals; security and similar systems; roads and walkways; drainage systems and signage; to serve the Properties;

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

(iii) Access to read utility meters.

(c) All work associated with the exercise of the easements described in subsections (a) and (b) of 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. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements not unreasonably interfere with the use of any Residential Property and, except in an emergency, entry onto any Residential Property shall be made only after reasonable notice to the Owner or occupant.

**10.3 Easements for Maintenance, Emergency and Enforcement.** The Declarant grants to the Association easements over Properties as necessary to enable the Association to fulfill its maintenance responsibilities under Section 7.2. The Association shall also have the right, but not the obligation, to enter upon any Residential Property, but not to enter any structure thereon, for maintenance, emergency, security, and safety reasons and to inspect for the purpose of ensuring compliance with the Governing Documents and to enforce the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. The Declarant hereby grants to the Association, perpetual exclusive snow storage easements in, under, over and across each Lot and the snow storage areas set forth on the Plat, if any, for the purpose of orderly removal and storage by the Association of snow from the Roadways and sidewalks located within the Common Elements and Lots.

**10.4 Easements for Cross-Drainage; Stormwater Drainage System is Private.** The stormwater drainage system installed by the Declarant and maintained, repaired and replaced by the Association shall be a private system owned by the Association. Every Lot 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 Lot to increase materially the drainage of storm water onto adjacent portions of the Properties without the consent of the Owner(s) of the affected Lot and the Board.

**10.5 Easement for Emergency Vehicles; Fire Department Turnaround; Town of Jackson Easement.** The Properties are hereby burdened with an easement allowing all policemen, firemen, ambulance personnel, and similar emergency personnel entry to perform their duties, including the enforcement of traffic regulations. The Teton County Fire Department and all similar emergency personnel are hereby granted an access easement over and across the Roadways (including but not limited to, the turnaround) and all other Common Area to perform their duties. Declarant hereby grants to the Town of Jackson a perpetual non-exclusive utility easements in, under, over and across the Roadways for the purpose of:

(i) Installing underground utilities to serve the Properties;

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

- (iii) Access to read utility meters.

All work associated with the exercise of the easements described in this Section 10.5 shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements not unreasonably interfere with the use of any Residential Property and, except in an emergency, entry onto any Residential Property shall be made only after reasonable notice to the Owner or occupant.

**10.6 Easement for Encroachments.** Certain Lots are hereby granted exclusive LCE – TH Encroachments as set forth on **Exhibit “ ”** attached hereto and incorporated herein. If any part of the Common Elements encroaches or shall hereinafter encroach upon a Residential Property, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Residential Property encroaches or shall hereafter encroach upon the Common Elements, or upon an adjoining Residential Property, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Elements or the Residential Properties. 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 or any part thereof in accordance with the original plans and any encroachment due to building overhang or projection, including but not limited to, those encroachments for overhangs and projections set forth on **Exhibit “ ”** as LCE – TH E.

**10.7 Owner’s Right to Ingress and Egress and Support.** Each Owner shall have the right to ingress and egress over, upon, and across the Common Elements necessary for access to its Residential Property, and shall have the right to the horizontal and lateral support of its Residential Property, and such rights shall be appurtenant to and pass with the title to each Residential Property.

**10.8 Title to Roadways; Use of Roadways; Roadways are Private.** Title to those portions of the Roadways within the Common Elements as described on the 1<sup>st</sup> Addition Plat, the 2<sup>nd</sup> Addition Plat and in this Declaration, shall be conveyed by Declarant to the Association to be used for private road purposes. Each Owner and occupant and each of their guests or invitees are hereby granted a non-exclusive perpetual easement and right-of-way to use the Roadways, for private road purposes, including vehicular and pedestrian ingress, egress, access to and from their Residential Property; provided, however, that such pedestrian and vehicular easements hereby granted within those portions of the Roadways shown and detailed on the Plat. Declarant hereby reserves the right to grant additional easements over and across the Roadways to utility providers and governmental entities. The Association shall have the right to control vehicular circulation through the Properties by such means as establishing speed limits, by installing speed bumps or by any other means reasonably adopted by the Association.

## **ARTICLE XI – WETLAND MITIGATION PLAN AND SITE**

**11.1 Permit and Site.** The U.S. Army Corps of Engineers, Wyoming Regulatory Office (the “Corps”) issued the Nationwide Permit (the “Permit”) as filed by the Corps under DA Number NOW-2011-00518. The Permit approved the mitigation plan that formally established the mitigation site specifically described therein (the “Site”) and stipulated the terms and conditions of the Site’s construction, operation and long-term management.

**11.2 Use Restrictions.** Except as necessary to conduct, remediate or maintain the Site consistent with the Permit, the following shall apply:

- (a) There shall be no disturbance or change in the natural habitat of the Site unless it is consistent with the Permit and promotes wetland mitigation goals and objectives.
- (b) There shall be no filling, excavating, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock minerals or other materials, nor any storage nor dumping of ashes, trash, garbage, or of any other material, and no changing of the topography of the land of the Site in any manner after wetlands are established unless approved in writing by the Corps.
- (c) There shall be no construction or placing of buildings, mobile homes, advertising signs, billboards or other advertising material, vehicles or other structures on the Site.
- (d) There shall be no legal or de facto division, subdivision or partitioning of the Site.
- (e) Use of motorized off-road vehicles to traverse the Site is prohibited.

**11.3 Management Responsibilities.** The Association reserves the right to and shall maintain the Site as Common Area consistent with terms and conditions enumerated in the Permit. The Association shall take action necessary to prevent the erosion of the Site and shall protect the site from losing its wetland or waterway functions and values. The Association will take action to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the mitigation purposes of the Site or that are otherwise inconsistent with the requirements of the Permit.

**11.4 Reserved Rights.** Declarant reserves all other rights associated with the Site, including but not limited to the right of possession of the Site (along with the Association as described herein), the right to transfer or assign their interest in the Site and the right to use the Site in any manner not prohibited by the Permit and which would not defeat or diminish the conservation purposes thereof.

**11.5 Notice.** The Corps shall be provided with a 60-day advance written notice of any legal action concerning this covenant, or of any action to extinguish, void or modify this covenant, in whole or in part. This Article 11 is intended to survive foreclosure, tax sales, bankruptcy proceedings, zoning changes, adverse possession, abandonment, condemnation and similar doctrines or judgments affecting the Site. A copy of this recorded document shall accompany said notice.

## **ARTICLE XI – ENFORCEMENT**

**11.1 Enforcement by Board and Owners.** The limitations and requirements set forth in this Declaration shall be specifically enforceable by the Board and by any Owner. Every Owner of a Lot hereby consents to the entry of an injunction against him, her or them to terminate and restrain any violation of this Declaration. Every Owner who uses or allows such Owner's Lot to be used in violation of this Declaration further agrees to pay all costs incurred by the Board or other enforcing Owner in enforcing this Declaration, including reasonable attorneys fees, whether suit is brought or not.

**11.2 Enforcement by Declarant or its Assigns.** The Declarant and/or its assigns shall each have the right to enforce the limitations and requirements set forth in this Declaration, including but not limited to, the right to specifically enforce this Declaration by legal proceedings. Every Owner of a Lot hereby consents to enforcement by Declarant or its assigns, including the entry of an injunction against him, her or them to terminate and restrain any violation of this Declaration. Every Owner who uses or allows such Owner's Lot to be used in violation of this Declaration further agrees to pay all costs incurred by the Declarant and/or its assigns in enforcing this Declaration, including reasonable attorney's fees, whether suit is brought or not.

## **ARTICLE XII – AMENDMENT OF DECLARATION; MISCELLANEOUS**

**12.1 By Declarant.** In addition to specific amendment rights granted elsewhere in this Declaration, until the conveyance of 75% of the Properties to an Owner unaffiliated with Declarant, Declarant may unilaterally amend or repeal this Declaration for any purpose. Thereafter, 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 determination; (ii) enable any reputable title insurance company to issue title insurance coverage on the Residential Properties; (iii) enable any institutional or Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guaranty mortgage loans on the Residential Properties; or (iv) to satisfy the requirements of any local, state or federal governmental agency. Notwithstanding the foregoing reserved amendment rights of Declarant, Declarant shall obtain written consent of mortgagees that represent at least 51% of the votes of Owners that are subject to mortgages if the subject amendment is materially adverse to such mortgagees; provided, however, that if such Mortgagees fail to respond to any written proposal for an amendment within 60 days after receipt of proper notice of the proposal (delivered by certified mail or registered mail with a return receipt requested), such approval shall be deemed implied as of the date of expiration of such 60 day period.

**12.2 By Members.** Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of at least sixty-six percent (66%) of the Members. Notwithstanding the foregoing, the Members shall obtain written consent of mortgagees that represent at least 51% of the votes of Owners that are subject to mortgages if the subject amendment is materially adverse to such mortgagees; provided, however, that if such Mortgagees fail to respond to any written proposal for an amendment within 60 days after receipt of proper notice of the proposal (delivered by certified mail or registered mail with a return receipt requested), such approval shall be deemed implied as of the date of expiration of such 60 day period.

**12.3 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 shall become effective upon recording in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within thirty (30) days of its recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

**12.4 Registration of Mailing Address; Notice; Implied Approval of Mortgagees and Guarantors.** Each Owner shall register his/her mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the Association Bylaws. All notices or demands intended to be served to a Mortgagee or guarantor of a recorded mortgage shall be given by registered or certified mail, postage prepaid, return receipt requested. Any notice referred to in this Section to an Owner or the Association shall be deemed given when deposited in the United States mail in the form provided for in this Section. Any notice referred to in this Section to a Mortgagee or guarantor of a mortgage of record shall be deemed given when such entity or person receives such notice; provided, however, that if such Mortgagees or guarantors fail to respond to any written request within 60 days after receipt of proper notice of the request (delivered by certified mail or registered mail with a return receipt requested), such approval shall be deemed implied as of the date of expiration of such 60 day period.

**12.5 No Waiver.** The failure of the Board or its agents to insist, in one or more instances, upon the strict performance of any of the conditions, covenants, conditions 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.

**12.6 Construction.** All of said covenants, conditions and restrictions contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants or restrictions, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant or restriction, or any part thereof, shall be thereby affected or impaired; and the Declarant, grantor and grantee, their heirs, successors and assigns, shall be bound by each article, section, subsection, sentence, clause and phrase of this Declaration irrespective of the fact that any article, section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason becomes unenforceable.

**12.7 Mechanics Lien Rights.** No labor performed or services or materials furnished with the consent of or at the request of an Owner of a Residential Property or his/her agent or her/his contractor or subcontractor shall be the basis for the filing of a lien against the Residential Property of any other Owner of a Residential Property, or against any part thereof, or against any other property of any other Owner of a Residential Property, unless such other Owner of a Residential Property 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 Residential Property in the case of emergency repairs thereto. Labor performed or services of materials furnished for the Properties 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 a Residential Property. Any Owner may remove his/her Residential Property from a lien against two or more Residential Property or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to her/his Residential Property.

**12.8 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 Properties owned by Declarant or to alter the foregoing, or to construct such additional improvements as Declarant deems advisable prior to completion and sale of the entire Properties. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Properties 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 Residential Properties by Declarant to establish on the Properties 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 Properties.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration of Covenants, Conditions and Restrictions as of the date and year first written above.

**“Declarant”**

**Hansen & Hansen, LLP,  
an Idaho limited liability partnership**

By: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
                         ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by \_\_\_\_\_, as Partner of Hansen & Hansen, LLP, an Idaho limited liability partnership, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires:

## **SUBDIVISION IMPROVEMENT AGREEMENT**

**THIS AGREEMENT** dated this \_\_\_\_ day of August, 2020, by and between Hidden Hollow, LLC, a Wyoming limited liability company, hereinafter referred to as “Subdivider”, and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, hereinafter referred to as the “Town”, provides as follows:

**WHEREAS**, after approval of the Hidden Hollow Planned Unit Development Master Plan (the “HHPUD Master Plan”), the Subdivider and the Town executed a Development Agreement on June 5, 2017 for the construction of that certain on and off-site infrastructure provided for therein;

**WHEREAS**, Subdivider is required to construct certain public improvements (the “Improvements”) as a condition of the approval of the final plat and associated Final Development Plan (Permit#P17-036 and #P18-072) approved by Town Council on May 15, 2017 (the “Development Plan”), as memorialized to date in that certain Development Agreement executed and recorded in the Office of the Teton County Clerk by the Town and the Subdivider, and all amendments thereto (the “Development Agreement”); and

**WHEREAS**, the Town of Jackson Land Development Regulations also require that a subdivision agreement for public improvements be executed by the Subdivider and the Town and recorded in the Office of the Teton County Clerk with a Final Plat Subdivision and if this Agreement and the Development Agreement conflict, the terms of the Development Agreement shall control with respect to the construction of that certain on and off-site infrastructure provided for therein and this Agreement shall control for that certain infrastructure, exactions and mitigation provided for herein; and

**WHEREAS**, the Town Council approves of the terms and conditions of this agreement for the Final Plat Subdivision designated as the Hidden Hollow 1<sup>st</sup> Addition to the Town of Jackson; and

**WHEREAS**, this Subdivision Improvement Agreement supplements the Development Agreement.

**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, Subdivider on its own behalf or any successor in interest or assign, and the Town do mutually covenant and agree as follows:

### **1. SUBDIVIDER TO COMPLY**

Subdivider has complied with all improvement requirements contained in the Development Agreement, Section 8.5.3 of the Town of Jackson Land Development Regulations, the Development Plan 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 and additional improvements as set forth within this document.

2. DEVELOPMENT PLAN AND FINAL PLAT REQUIREMENTS INCORPORATED

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

3. APPROVED SUBDIVISION INFRASTRUCTURE IMPROVEMENT PLANS AND SPECIFICATIONS

The subdivision infrastructure improvement plans and specifications filed by Subdivider or its agents, as approved by the Town Engineer and maintained on file in the office of the Town Engineer, and any revision of said improvement plans and specifications approved by said Town Engineer and additional improvements as set forth within the Development Agreement are hereby incorporated herein by reference as though fully set forth. All public improvement work required by Subdivider under this agreement and the Development Agreement shall be in accordance with said improvement plans and specifications.

4. ESTIMATED COST OF SUBDIVISION INFRASTRUCTURE IMPROVEMENTS AND SECURITY THEREFORE

Subdivider has completed all infrastructure required by the Development Agreement and has submitted applications to the Town of Jackson for the conveyance of required infrastructure to the Town of Jackson subject to the conditions and warranties required by the Town of Jackson. No additional improvements are required by this Agreement.

5. ESTIMATED COST OF OTHER SUBDIVISION IMPROVEMENTS AND SECURITY THEREFORE

Affordable Housing Obligation. Subdivider has constructed all Affordable Units and Workforce Units and the Affordable Housing Mitigation that were required by the HHPUD Master Plan has been satisfied.

6. PUBLIC PATHWAYS

Subdivider has completed the Pathways required by the HHPUD Master Plan and is presently in process for the conveyance of such infrastructure to the Town of Jackson and

Teton County in accordance with the HHPUD Master Plan.

**7. UNDERGROUND ELECTRICAL POWER, TELEPHONE, TELEGRAPH,  
CABLE TELEVISION, AND GAS FACILITIES**

All electrical power, telephone and telegraph communication, cable television, fiber optics and gas facilities within the subdivision has been installed underground, along with the 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. Subdivider 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. Subdivider 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 Subdivider through its officers, agents, or employees and that Subdivider is informed as to the approximate cost to Subdivider 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.

**8. EXACTIONS:**

Subdivider shall pay exactions for the following purposes and in the following amounts to the Town prior to the filing of the Final Plat:

Parks Exactions:	\$ 49,275.00
School Exaction:	\$ 30,000.00

**10. WARRANTY:**

Except for Affordable Housing Mitigation which affordable units shall have a one (1) year warranty, all work and improvements concurrently being conveyed to the Town of Jackson contemporaneous with the filing of this Final Plat and 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 two (2) years from the date of acceptance, which shall be for the benefit of the Town and this obligation shall survive any release of security by the Town. The Subdivider shall post maintenance bonds or appropriate letters of credit to secure the warranties equal to 20% of the total estimated cost of construction.

**11. LIABILITY:**

Subdivider 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. Subdivider 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 contemporaneous with the filing of the Final Plat.

**12. PERFORMANCE TESTING AND INSPECTION:**

Subdivider shall be required to obtain a Town approved State of Wyoming licensed engineer to perform and/or monitor all testing required per the Town standards.

Subdivider shall be responsible for obtaining all required Town permitting and abiding by the conditions set forth within same. Subdivider shall be required to complete all construction work and necessary performance tests on installed infrastructure per the Grading Permit application. Subdivider shall be responsible for the preparation of daily inspection reports and tests 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. Subdivider 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.

**13. RELEASE OF SECURITY:** As improvements are completed, the Subdivider may submit a written request to the Town Engineer for a full or partial release of the Security. Upon inspection and approval of the infrastructure applicable to the requested full or partial release of the Security, the Town Engineer may authorize the Town Finance Director to release a portion or all of the assurance, provide that the amount retained for Security shall not be less than 125% of the remaining cost to complete the improvements as such cost was set forth at the time such assurance was secured. The Planning Director and/or Town Engineer may require that a professional engineer, landscape architect, or other professional licensed or certified to practice in the State of Wyoming certify completion of the improvements applicable to the requested full or partial release of the Security.

If the Town Engineer determines that any of the improvements are not constructed in substantial compliance with the approved plans and/or specifications or requirements, the Town Engineer shall furnish the Subdivider a list of specific deficiencies of constructed or partially constructed improvements and shall be entitled to withhold a portion of the requested full or partial release of the Security reasonably determined to be sufficient to ensure correction of any deficiencies.

Alternatively, if improvements are not completed as required by this Agreement, the Town Engineer may draw and expend from the Security such funds as may be necessary to construct the improvements and/or correct deficiencies in accordance with the

Subdivider's obligations pursuant to this Agreement and the Subdivider hereby grants the Town access to the property for the construction and completion of such work as required to fulfill the Subdivider's obligations.

Release of the Security does not constitute acceptance of the improvement; or certification of compliance with the standards of the Town of Jackson Land Development Regulations, any applicable code, or other requirement; nor is it a release of the responsibility of the Subdivider.

**14. ACCEPTANCE BY THE TOWN:**

**THE TOWN SHALL NOT BE RESPONSIBLE FOR ANY IMPROVEMENTS, MAINTENANCE, OR CARE UNTIL THE SAME SHALL BE ACCEPTED, NOR SHALL THE TOWN EXERCISE ANY CONTROL OVER THE IMPROVEMENTS UNTIL ACCEPTED. NO OCCUPANCY WILL BE GRANTED WITHIN THE DEVELOPMENT UNTIL THE PUBLIC UTILITIES AND OTHER OUTSTANDING PUBLIC SAFETY CONCERNS (AS LISTED IN ATTACHMENT "A") HAVE BEEN ACCEPTED.**

The Town agrees to accept the improvements only upon acceptable completion of the public and private infrastructure improvements, the satisfactory testing and inspection of said improvements in accordance with this Agreement, and the acceptance criteria set forth in this Agreement.

Prior to acceptance, the Town shall not have any responsibility with respect to any street, utility, or other improvement, nor shall the Town exercise any control over the improvements until accepted, notwithstanding the use of the same by the public or in the case of an emergency, unless the street or other improvement has been formally accepted by the Town.

Criteria for acceptance by the Town:

- A. *Request for acceptance.* Upon completion of the improvements in accordance with this Agreement, the Subdivider may request, in writing, acceptance by the Town. The request for acceptance shall include all outstanding submittals required by this Agreement and the development plan for review.
- B. *Final inspection.* Upon receipt of a written request for acceptance from the Subdivider, the Town Engineer, and other appropriate government agencies, within thirty (30) days will conduct a final inspection of the public and private improvements. The Town Engineer will furnish a written list of any deficiencies noted. The Town Engineer will base the inspection on compliance the approved plans and/or specifications, as required by the Town of Jackson Land Development Regulations and the Jackson Municipal Code.
- C. *Acceptance and Conveyance.* Upon satisfactory completion of all construction and correction of any deficiencies noted in the Final Inspection; and in accordance with the approved plans and/or specifications, and all other standards and

procedures set forth in this Agreement have been met; as certified by a Town approved registered engineer in the State of Wyoming; and approval by the Town Engineer, and other appropriate government agencies; the Subdivider shall thereafter:

- i. Convey to the Town (and the Town shall accept) the improvements, infrastructure, and associated land via a Bill of Sale prepared by the Town Attorney; and,
- ii. Grant utility easements to the Town in the locations of the said improvements and infrastructure as described on **Exhibit “A”** of this Agreement.

Acceptance will be final and the infrastructure will be conveyed to the Town upon the recordation of the Bill of Sale and Easements in the Teton County Clerk's office by the Town.

D. *Responsibility to maintain.* Upon acceptance by the Town, all responsibility for the improvements shall be assumed by the Town, at its sole cost and expense, except that the Subdivider shall be subject to a two (2) year warranty on the construction of the improvements from the time of acceptance by the Town in accordance with this Agreement.

E. *Submittals.* Prior to the acceptance of any improvements, the following must be submitted to the Town Engineer for approval:

- i. Legally recorded documents of all easements, or easements to be recorded at acceptance; and,
- ii. A certification that there are no outstanding judgements, liens, or encumbrances on the improvements and infrastructure including all appurtenances, and land upon which the public improvements are located, provided that if there is a construction mortgage on the improvements and infrastructure then the Subdivider will obtain the mortgagees consent to such transfer and/or subordination agreements with respect to any utility easements related thereto; and,
- iii. Field verified by survey record drawings and specifications in accordance with the following:
  - a. Record drawings shall be submitted electronically in Portable Document Format (PDF) with a corresponding AutoCAD compatible file depicting the improvements and property boundaries, GIS Shape files, and in any other format deemed suitable by the Town Engineer; and,
  - b. Record drawings shall show all improvements constructed including but not limited to, easements, water valves, fire hydrants, water service locations, storage tanks, pump stations, PRV vaults, sewer service locations, manholes, manhole rim and invert elevations, lift stations, streets, drainage, sidewalks, and any other relevant facilities; and,

- c. The surveyor, date of survey, coordinate system and datum used for the project shall be noted on the plans. Two permanent benchmarks with coordinates, elevations, and ties to a nearby public lands survey monument; and,
- d. Each sheet of the plans shall be noted as a RECORD DRAWING; and,
- e. Certification. The following certification by the project engineer shall appear on the face of the record drawings; and,

***RECORD PLANS CERTIFICATE:***

*These record plans were prepared under my direct supervision and control and are an accurate representation of the public improvements shown hereon as they were constructed. The improvements as installed conform to the requirements of the Wyoming Department of Environmental Quality, the Wyoming Department of Transportation, the Town of Jackson, and other applicable agencies. Where the improvements were constructed in a different manner, form, type, alignment, location, or material than as originally approved, they have been so noted. (Engineer's Signature) (Engineer's Name, Printed) (Date) (Wyoming P.E. No) or signed and dated stamp.*

- iv. Operation, maintenance, and parts manuals; motor plate information, serial numbers, etc. for all electrical and mechanical equipment included in the improvements. Submitted in the quantity and format deemed suitable by the Town Engineer; and,
- v. Submittal of all inspection and testing reports as set forth in this Agreement.

**15. 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. Subdivider shall notify the Town Engineer when improvements shall be installed. The Planning Director shall coordinate development exactions related to parks fees, school fees and affordable housing or construction of affordable housing.

**16. 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  
                         P.O. Box 1687  
                         Jackson, WY 83001

Subdivider:           Hidden Hollow, LLC  
                         Attn: Zane Powell  
                         2251 North Holmes Ave.  
                         Idaho Falls, ID 83401

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

#### **17. BINDING EFFECT OF AGREEMENT AND MODIFICATIONS**

This agreement shall run with the land included within the subdivision 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.

#### **18. TITLE AND AUTHORITY**

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

#### **19. 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**

**APPROVED AS TO FORM:**

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\_\_\_\_\_, Mayor

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Town Attorney

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\_\_\_\_\_, Town Clerk

CONTENTS:

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Town Engineer

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Planning Director

STATE OF WYOMING      )  
                                    )ss.  
COUNTY OF TETON      )

The foregoing instrument was acknowledged before me by  
\_\_\_\_\_, as Mayor of the Town of Jackson this    day of  
\_\_\_\_\_, 2018.

Witness my hand and official seal.

---

Notary Public

My commission Expires:

STATE OF WYOMING      )  
                                    )ss.  
COUNTY OF TETON      )

The foregoing instrument was acknowledged before me by  
\_\_\_\_\_, as Town Clerk of the Town of Jackson this    day  
of \_\_\_\_\_, 2017.

Witness my hand and official seal.

---

Notary Public

My commission Expires:

STATE OF WYOMING      )  
                            )ss.  
COUNTY OF TETON      )

The foregoing instrument was acknowledged before me by  
\_\_\_\_\_  
as Town Attorney of the Town of Jackson this       day of  
\_\_\_\_\_, 2020.

Witness my hand and official seal.

---

Notary Public

My commission Expires:

STATE OF WYOMING      )  
                            )ss.  
COUNTY OF TETON      )

The foregoing instrument was acknowledged before me by  
\_\_\_\_\_  
as Town Engineer of the Town of Jackson this  
day of       , 2020.

Witness my hand and official seal.

---

Notary Public

My commission Expires:

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       day of       , 2020.

Witness my hand and official seal.

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Notary Public

My commission Expires:

**Hidden Hollow, LLC,  
A Wyoming limited liability company**

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

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by \_\_\_\_\_, as \_\_\_\_\_ of Hidden Hollow, LLC, a Wyoming limited liability company, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness my hand and official seal.

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Notary Public  
My commission expires:

ATTACHMENT “A”

(Not Applicable because no additional improvements are required by this Agreement.  
See Development Agreement for more information.)

DRAFT