



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: January 22, 2021	REQUESTS:
Item #: P21-013	<p>The applicant is submitting a Final Plat for the property located at 1251, 1253, 1255, & 1257 W. Highway 22 legally known as, LOT 2, WESTVIEW ADDITION (PLAT 01411)</p> <p>For questions, please call Tyler Valentine at 733-0440, x1305 or email to the address shown below. Thank you.</p>
Planner: Tyler Valentine	
Phone: 733-0440 ext. 1305	
Email: tvalentine@jacksonwy.gov	
Owner: Westview Partners PO Box 147 North Garden, VA 22959	
Applicant: Jorgensen Associates, Keith Magrath PO Box 95501 Jackson, WY 83002	
Please respond by: February 5, 2021 (Sufficiency) February 12, 2021 (with Comments)	

Owner:

Westview Partners
PO Box 147
North Garden, VA 22959

Applicant:

Jorgensen Associates, Keith Magrath
PO Box 95501
Jackson, WY 83002

RESPONSE: For Departments not using Trak-it, please send responses via email to:
tvalentine@jacksonwy.gov



PLANNING PERMIT APPLICATION
Planning & Building Department

150 E Pearl Ave. | ph: (307) 733-0440
P.O. Box 1687 | 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: _____

Physical Address: _____

Lot, Subdivision: _____ PIDN: _____

PROPERTY OWNER.

Name: _____ Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

APPLICANT/AGENT.

Name: _____ Phone: _____

Mailing Address: _____ ZIP: _____

E-mail: _____

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

Use Permit

Basic Use

Conditional Use

Special Use

Relief from the LDRs

Administrative Adjustment

Variance

Beneficial Use Determination

Appeal of an Admin. Decision

Physical Development

Sketch Plan

Development Plan

Design Review

Subdivision/Development Option

Subdivision Plat

Boundary Adjustment (replat)

Boundary Adjustment (no plat)

Development Option Plan

Interpretations

Formal Interpretation

Zoning Compliance Verification

Amendments to the LDRs

LDR Text Amendment

Map Amendment

Miscellaneous

Other: _____

Environmental Analysis

PRE-SUBMITTAL STEPS. To see if pre-submittal steps apply to you, go to 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 #: _____

Date of Neighborhood Meeting: _____

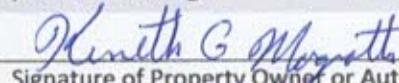
SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to www.townofjackson.com/200/Planning and select the relevant application type for submittal requirements.

Have you attached the following?

- Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning 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.
- 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 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
Kenneth G Magrath
Name Printed

01/21/2021

Date

Senior Project Surveyor
Title

LETTER OF AUTHORIZATION

Westview Partners **“Owner” whose address is:**

P.O. Box 174, North Garden, VA 22959

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Westview Partners, as the owner of property

more specifically legally described as: 1255 Highway 22, Jackson, WY 83001

more specifically legally described as: PT SW1/4 NE1/4, Sec 32, TWP 41 N, RNG 116

(If too lengthy, attach description)

HEREBY AUTHORIZES Jorgensen Associates, Inc.

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

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

OWNER:

~~(SIGNATURE) (SIGNATURE OF CO-OWNER)~~

Title: MANAGER

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

STATE OF Wyoming

)

COUNTY OF Tulare

20

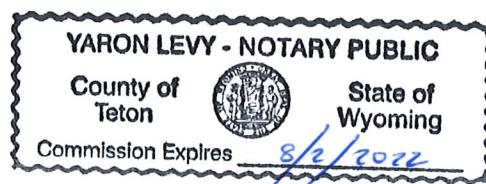
The foregoing instrument was acknowledged before me by Hunter McCord this 10 day of July 2019

1919, 20th.
WITNESS my hand and official seal.

(Seal)

(Notary Public)

My commission expires: 8/2/2022





January 21, 2021

Ms. Tiffany Stolte, Office Manager and Mr. Tyler Valentine Town of Jackson Senior Planner

Re: Westview Condominium Addition Plat Application - JA Project No. 09040.2019.27

Dear Tiffany and Tyler,

On behalf of Westview Partners, LLC, the current owner of the property at 1255 W Highway 22 identified as Lot 2, Westview Addition I am submitting application for subdivision of said property as a condominium addition. This subdivision is proposed as the Westview Condominium Addition to the Town of Jackson.

This application includes:

- Town of Jackson Application
- Notice of Intent to Subdivide published 01/13 & 01/20/2021.
- Letter of Authorization assigning Jorgensen Associates, Inc. as agent.
- Application fee of \$1,000 – hand delivered
- Warranty Deed showing ownership
- Ownership and Encumbrance Report (to satisfy Title Commitment requirement) dated November 13, 2020
- Certificate of Mortgagee
- Mortgage document
- Development Agreement
- Declaration of Condominium
- PENDING Deed Restriction agreement – “Special Restrictions for Employer-Owned Rental Housing”
- Subdivision Plat (digital copies only) Autocad format and pdf.

I am submitting the above-referenced materials digitally, and I believe I have included all pertinent documents necessary for application and look forward to working with you on this project. If you need or desire any other materials please feel free to contact me at any time.

Thank you for your consideration in this matter,

JORGENSEN ASSOCIATES, INC.

Kenneth Magrath

Wyoming Professional Land Surveyor 8469, agent for:

Westview Partners, LLC,

Hunter McCardle, Manager

H:\2009\09040\2019-2020_Condominium Plat\Plat Application\09040 2021 Westview Condo Plat Application Letter 2021-01-20.docx

CERTIFICATE OF OWNER

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

The undersigned, acting for and on behalf of Westview Partners, LLC, a Wyoming limited liability company, owner and proprietor of the lands of this plat, Lot 2 of the Westview Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat 1411, hereby certify that the foregoing subdivision is with their free consent and in accordance with their desires:

that the name of this subdivision shall be WESTVIEW CONDOMINIUM ADDITION TO THE TOWN OF JACKSON, which is a condominium subdivision identical with Lot 2 of said Westview Addition to the Town of Jackson;

that said Lot 2 of the Westview Addition to the Town of Jackson is 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 Lot 2 on Plat No. 1411;

that this subdivision is hereby dedicated for condominium ownership, as recognized in accordance with Wyoming Statutes 1977, and as amended, Sections 34-20-101 through 34-20-104;

that the survey and measure of the individual airspace units and common elements as they appear on this plat is with the free consent and in accordance with the desires of the undersigned;

that the general common element being that portion of the subdivision lying outside of the building footprint as shown hereon and not otherwise identified as Limited Common Element (LCE) is hereby dedicated to the use and enjoyment of the owners of all units within this subdivision;

that the foregoing subdivision is in accordance with, and subject to the terms and conditions of that Development Agreement of record in book 943 of Photo, Pages 474-484, secondarily identified as Document 0925305 in the office of County Clerk of Teton County;

that the foregoing subdivision is in accordance with, and subject to the terms and conditions of that Declaration of Condominium for The Westview Condominium Addition to the Town of Jackson, Wyoming to be recorded in said office of County Clerk on the same day as this plat;

that the ownership of a condominium unit shall consist of ownership of a fee simple estate of an individual airspace as shown on this plat together with an undivided interest in the common elements (GCE & LCE) as defined in said Declaration of Condominium to be recorded in said Office on the same date as this plat;

that the foregoing subdivision is SUBJECT TO DEED RESTRICTIONS and any other terms and conditions specified and agreed to in that document titled "Special Restrictions for Employer-Owned Workforce Rental Housing" by the undersigned Owner and the Town of Jackson;

that the foregoing subdivision is SUBJECT TO or BENEFITS from the following of record in said Office.

(FROM WYOMING TITLE & ESCROW TITLE INSURANCE COMPANY RECORDED OWNERSHIP AND ENCUMBRANCE REPORT No. W-23914)

COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, ENCROACHMENTS, DITCHES, ROADWAYS, RIGHTS-OF-WAY, COMMON AREAS AND BUILDING SETBACK REQUIREMENTS AS DELINEATED ON THE RECORDED PLAT 1411, RECORDS OF TETON COUNTY, WYOMING;

AN EASEMENT UPON THE TERMS, CONDITIONS AND PROVISIONS FOR RIGHT-OF-WAY AND PURPOSES INCIDENTAL THERETO AS GRANTED TO THE STATE OF WYOMING IN A DOCUMENT RECORDED SEPTEMBER 5, 1946, IN BOOK 6 OF MIXED RECORDS, PAGES 48-50.

ALL MATTERS AS DELINEATED ON THE OFFICIAL MAP OF SURVEY - PROPERTY OF JACK CORBIN, ON FILE AND OF RECORD WITH SAID TETON COUNTY CLERK AS MAP T-384.

THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE AGREEMENT ENTITLED "SPRING CREEK IMPROVEMENT AND SERVICE DISTRICT, BY AND BETWEEN SPRING CREEK IMPROVEMENT AND SERVICE DISTRICT AND JACKSON HOLE CHOICE MEATS, INC., DATED MAY 27, 1998, RECORDED JUNE 10, 1998, AS BOOK 356, PAGE 161, OFFICIAL RECORDS.

AN EASEMENT OVER SAID LAND FOR ELECTRIC DISTRIBUTION CIRCUITS AND INCIDENTAL PURPOSES AS GRANTED TO LOWER VALLEY POWER AND LIGHT, INC., RECORDED DECEMBER 14, 1998 IN BOOK 387, PAGE 432 IN SAID OFFICE OF TETON COUNTY CLERK;

ALL MATTERS AS DELINEATED ON THE OFFICIAL MAP OF SURVEY PREPARED FOR JLC DEVELOPMENT, LLC, ON FILE AND OF RECORD WITH SAID TETON COUNTY CLERK, AS MAP T-30F.

THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE AGREEMENT ENTITLED "DEVELOPMENT AGREEMENT" BY AND BETWEEN F.S.D. INVESTMENTS, LLC, A WYOMING LIMITED LIABILITY COMPANY AND TOWN OF JACKSON DATED MARCH 20, 2017, RECORDED APRIL 13, 2017, AS DOCUMENT 0925305, BOOK 943, PAGE 474, IN SAID OFFICE OF TETON COUNTY CLERK;

AN ASSIGNMENT BY AND BETWEEN F.S.D. INVESTMENTS, LLC, A WYOMING LIMITED LIABILITY COMPANY AND WESTVIEW PARTNERS, LLC, A WYOMING LIMITED LIABILITY COMPANY, RECORDED JUNE 25, 2019, AS DOCUMENT 0972279 IN SAID OFFICE OF TETON COUNTY CLERK.

THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT, RECORDED JUNE 25, 2019, AS DOCUMENT 0972280, IN SAID OFFICE OF TETON COUNTY CLERK;

AN EASEMENT UPON THE TERMS, CONDITIONS AND PROVISIONS CONTAINED THEREIN FOR UTILITIES AND ALL RIGHTS INCIDENTAL THERETO AS GRANTED IN A DOCUMENT RECORDED JUNE 25, 2019, AS DOCUMENT 0972281 IN SAID OFFICE OF TETON COUNTY CLERK;

TERMS AND CONDITIONS OF THAT PEDESTRIAN EASEMENT, RECORDED MAY 4, 2020, AS DOCUMENT 0989528, IN SAID OFFICE OF TETON COUNTY CLERK;

UTILITY & PEDESTRIAN EASEMENT, INCLUDING THE TERMS AND CONDITIONS CONTAINED THEREIN, RECORDED AS DOCUMENT 0989529 IN SAID OFFICE OF TETON COUNTY CLERK;

ALL MATTERS AS DELINEATED ON THE OFFICIAL PLAT OF WESTVIEW ADDITION TO THE TOWN OF JACKSON, ON FILE AND OF RECORD AS PLAT 1411 IN SAID OFFICE OF TETON COUNTY CLERK;

AN EASEMENT OVER SAID LAND FOR ELECTRIC DISTRIBUTION CIRCUITS AND INCIDENTAL PURPOSES, AS GRANTED TO LOWER VALLEY ENERGY, RECORDED NOVEMBER 18, 2019, AS DOCUMENT 0981516, OFFICIAL RECORDS;

TERMS, PROVISIONS, COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, PROVIDED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS, BUT SHUTTING COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILY STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, IN DOCUMENT RECORDED APRIL 10, 2020, AS DOCUMENT 0988615, IN SAID OFFICE OF TETON COUNTY CLERK.

The undersigned hereby reserve the right to create further easements for utility purposes within the subdivision;

that gross actual square footage of said units is determined by actual measurement from the face of each interior wall defining an airspace unit; individual airspace unit net square footage is less than gross square footage;

that access to the foregoing subdivision is via adjacent Wyoming Highway 22, as shown hereon;

that this subdivision is subject to all easements, rights-of-way, reservations, agreements, restrictions and conditions of right and/or record, including, but not limited to, those shown hereon;

that the seller does not warrant to the purchaser that he or she shall have any rights to the natural flow of any stream within or adjacent to the subdivision;

that Wyoming law does not recognize any riparian rights to the continued natural flow of any stream within or adjacent to the subdivision;

Westview Partners, LLC, a Wyoming limited liability company

Date: _____

by: Hunter McCardle
Manager

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Hunter McCardle, manager of Westview Partners, LLC, this ____ day of _____.

WITNESS my hand and official seal.

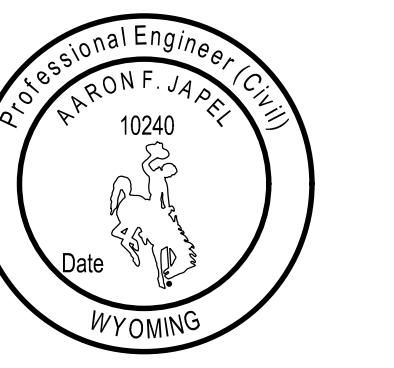
CERTIFICATE OF MORTGAGEE

CONSENT OF MORTGAGEE, COREVEST AMERICAN FINANCE, LLC, BY SEPARATE AFFIDAVIT RECORDED CONCURRENTLY WITH THIS PLAT.

CERTIFICATE OF ENGINEER

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

I, Aaron F. Japel, a Wyoming Professional Engineer of Jackson, Wyoming hereby certify: that the dimensions of the water distribution systems, stormwater collection systems and sewerage collection systems of the Town of Jackson designed to serve the foregoing subdivision meet all applicable Federal, State and Town of Jackson requirements and standards; that said systems will be adequate and safe, providing that said systems have been constructed as designed, and operated and maintained correctly.



Aaron F. Japel
Wyoming Professional Engineer No. 10240

The foregoing instrument was acknowledged before me by Aaron F. Japel this ____ day of _____

WITNESS my hand and official seal.

Notary Public
My commission expires:

Kenneth G. Magrath
Wyoming Professional Land Surveyor No. 8469

The foregoing instrument was acknowledged before me by Kenneth G. Magrath this ____ day of _____

WITNESS my hand and official seal.

Notary Public
My commission expires:

Kenneth G. Magrath
Wyoming Professional Land Surveyor No. 8469

The foregoing instrument was acknowledged before me by Kenneth G. Magrath this ____ day of _____

WITNESS my hand and official seal.

CERTIFICATE OF APPROVAL

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

I, the undersigned, to Section 15-1-415 Wyoming Statutes, and the pertinent Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, the ONE TOWN HILL ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council held on the 17th day of December 2018;

SUBJECT TO the condition that the foregoing subdivision is in conformity with, and in compliance with the terms and conditions of the Snow King Planned Resort District Master Plan as recorded in that affidavit affecting title recorded in book 429 of Photo, Pages 1-211 in the office of the Clerk of Teton County as amended.

ATTEST:

TOWN OF JACKSON

Sandra P. Birdshaw, Clerk

Pete Muldoon, Mayor

Brian T. Lenz, Engineer

Tyler Sinclair, Planning Director

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

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Sandra P. Birdshaw, Clerk, this ____ day of _____

WITNESS my hand and official seal.

Notary Public
My commission expires:

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

WITNESS my hand and official seal.

Notary Public
My commission expires:

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

WITNESS my hand and official seal.

CERTIFICATE OF SURVEYOR

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

I, Kenneth G. Magrath, a Wyoming Professional Land Surveyor, do hereby certify:

that the lands of this subdivision are identical with Lot 2, Westview Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat 1411; that by the authority of the owner of said Lot 2, Westview Addition to the Town of Jackson, said Lot 2, as shown on this plat is hereby vacated and reconfigured as Westview Condominiums Addition To The Town of Jackson;

that to the best of my belief and knowledge, the dimensions of the land, building, Common Elements, and Individual Airspace Units of the Westview Condominiums Addition To The Town of Jackson are correctly shown on this plat, and are from data collected during field surveys performed by Jorgenson Associates, P.C. under my direction during December 2020 and from architectural plans prepared by Design Associates Architects of Jackson, WY;

that the foregoing subdivision is SUBJECT TO easements, rights-of-way, covenants, conditions, restrictions, reservations, encumbrances, or agreements of right and/or record, including, but not limited to, those specifically cited in the Certificate of Owner on this plat;

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 permits for wells associated with the Town of Jackson water supply system, located on other properties; those ground water rights will be retained.

NOT PUBLIC MAINTENANCE OF SEWAGE COLLECTION, WATER DISTRIBUTION, OR STORMWATER COLLECTION & TREATMENT SYSTEMS

NOT PUBLIC MAINTENANCE OF PARKING, ROADS OR DRIVES

NOT PUBLIC MAINTENANCE OF SIDEWALKS AND RAMPS

NOTES

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER DISTRIBUTION SYSTEM, SEWAGE COLLECTION AND TREATMENT SYSTEMS, AND STORM DRAINAGE COLLECTION SYSTEM AS DEFINED IN THE DEVELOPMENT AGREEMENT CITED IN THE CERTIFICATE OF OWNER.

THE UNITS OF THE FOREGOING SUBDIVISION ARE PROTECTED BY AN APPROVED INTERIOR FIRE SPRINKLER SYSTEM.

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

THE FOLLOWING STATEMENT IS INCLUDED ON THIS PLAT IN ACCORDANCE WITH WYOMING STATUTE: "THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE."

ELEVATIONS SHOWN WITHIN THIS PLAT ARE REFERENCED TO THE NGVD 1929 DATUM.

NO PUBLIC MAINTENANCE OF SEWAGE COLLECTION, WATER DISTRIBUTION, OR STORMWATER COLLECTION & TREATMENT SYSTEMS

NO PUBLIC MAINTENANCE OF PARKING, ROADS OR DRIVES

NO PUBLIC MAINTENANCE OF SIDEWALKS AND RAMPS

WATER RIGHTS NOTES

GROUND WATER

Ground water rights for municipal water supply are appurtenant to the lands of this subdivision under wells owned by the Town of Jackson; the wells are located on other properties; those ground water rights will be retained.

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.

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.

APPLICANT & OWNER:

Westview Partners, LLC
PO Box 174
North Garden, VA 22959-0174

Jorgenson Associates, P.C.
1315 Highway 89 S., Ste. 201
P.O. Box 9550
Jackson, Wyoming 83002
307-733-5150

Jorgenson Associates Architects
50 S King St. 201
Jackson, Wyoming 83001
307-733-3600

ARCHITECT:

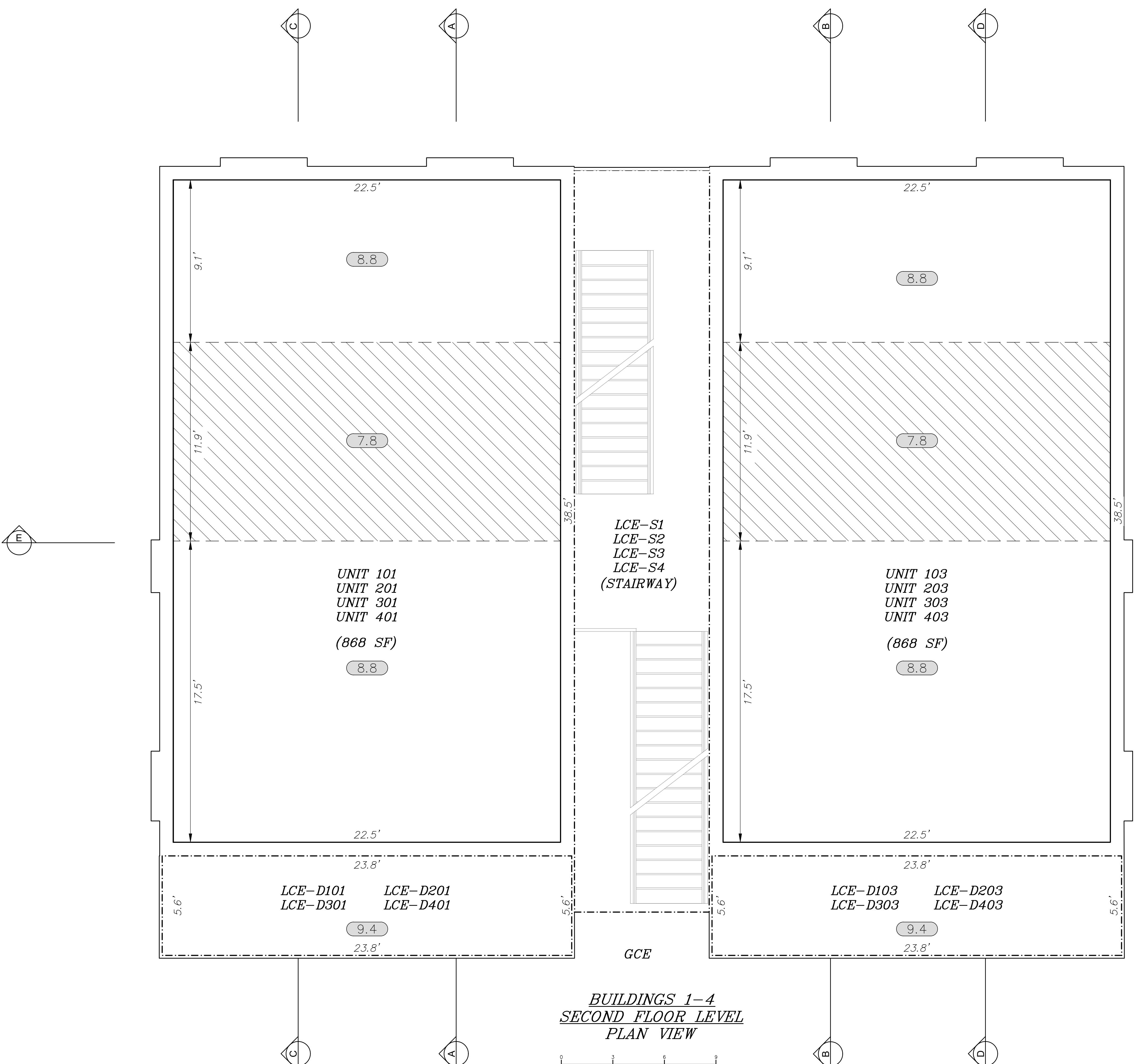
UNIT SUMMARY

TOTAL NO. OF UNITS: 16

NO. OF RESIDENTIAL UNITS: 16

SHEET INDEX

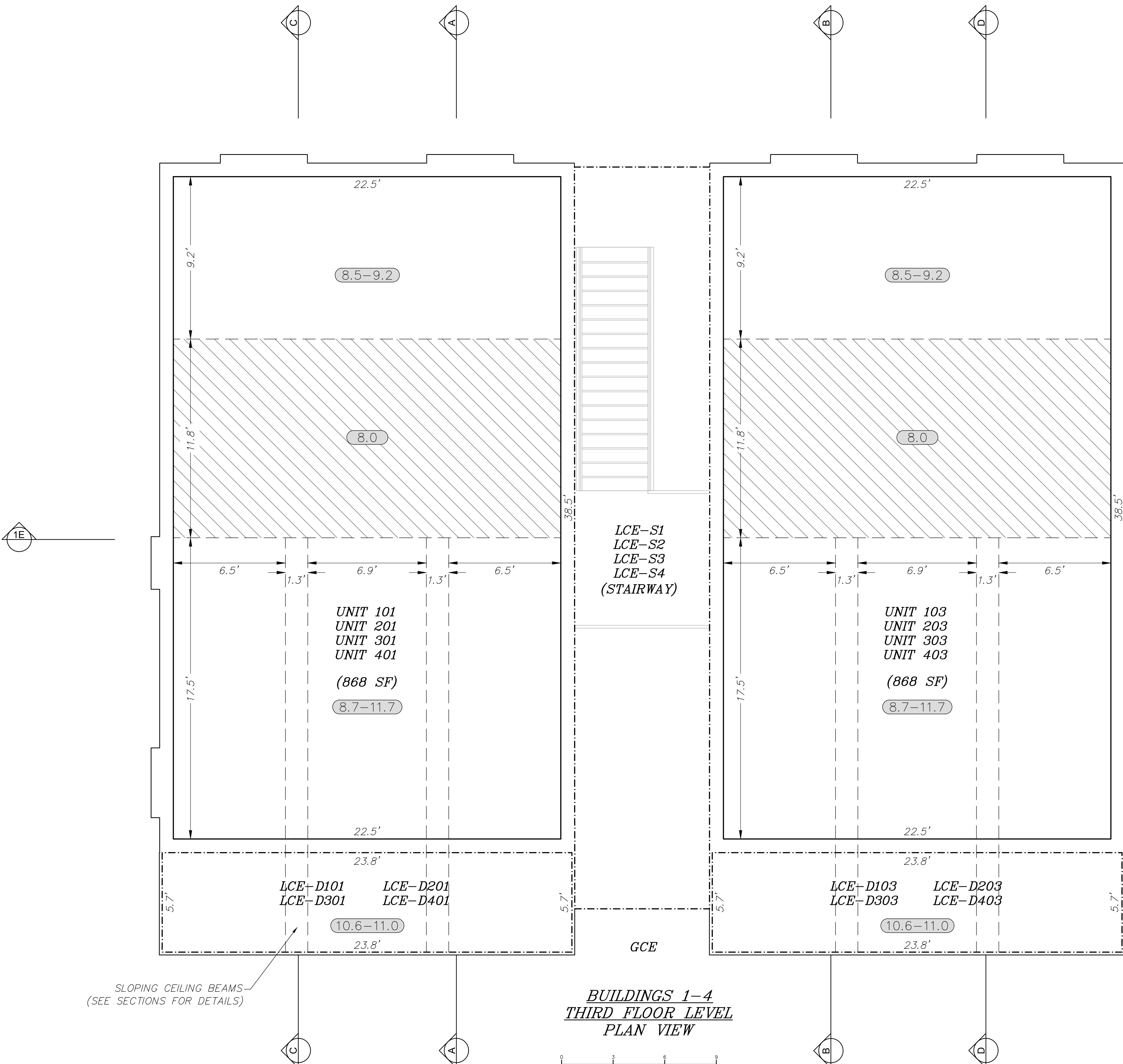
SHEET	TITLE
1	CERTIFICATES, LAND USE INFORMATION, & GENERAL NOTES
2	OVERVIEW, NOTES, & VICINITY MAP
3	BUILDINGS 1-4 - 1ST FLOOR PLAN VIEW, NOTES
4	BUILDINGS 1-4 - 2



0 3 6 9
SCALE: 1 INCH = 3 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

LEGEND

UNIT 101	Number of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for the Westview Condominium Addition to the Town of Jackson)
Condominium Unit perimeter wall being the boundary of an Individual Airspace that makes up part, or all of a Condominium Unit (Individual Airspace Unit or Unit)	Condominium Unit perimeter wall being the boundary of an Individual Airspace that makes up part, or all of a Condominium Unit (Individual Airspace Unit or Unit)
Represents an interior building ceiling or wall face limit in plan view	Represents an interior building ceiling or wall face limit in plan view
Represents an interior building ceiling or wall face limit in section view	Represents an interior building ceiling or wall face limit in section view
Exterior face of building	Exterior face of building
Boundary of Limited Common Elements, including decks and parking spaces	Boundary of Limited Common Elements, including decks and parking spaces
GCE	General Common Element (Common Element used interchangeably within said Declaration); portions of this subdivision EXCEPT for Units, as more specifically defined in said Declaration
LCE-D101	Limited Common Elements – Deck; those Limited Common Elements, as defined in the Declaration of Condominium for The Westview Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as a deck
LCE-P101	Limited Common Elements – Carport; those Limited Common Elements, as defined in the Declaration of Condominium for The Westview Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision for parking purposes
(14.3)	Indicates ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights
(13.4)	Indicates drop ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights



LEGEND

UNIT 101	Number of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for the Westview Condominium Addition to the Town of Jackson)
Condominium Unit perimeter wall being the boundary of an Individual Airspace that makes up part, or all of a Condominium Unit (Individual Airspace Unit or Unit)	
Represents an interior building ceiling or wall face limit in plan view	
Represents an interior building ceiling or wall face limit in section view	
Exterior face of building	
Boundary of Limited Common Elements, including decks and parking spaces	
GCE	
LCE-D101	General Common Element (Common Element used interchangeably within said Declaration); portions of this subdivision EXCEPT for Units, as more specifically defined in said Declaration
LCE-P101	Limited Common Elements – Deck; those Limited Common Elements, as defined in the Declaration of Condominium for The Westview Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as a deck
LCE-P103	Limited Common Elements – Carport; those Limited Common Elements, as defined in the Declaration of Condominium for The Westview Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision for parking purposes
14.3	Indicates ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights
13.4	Indicates drop ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights

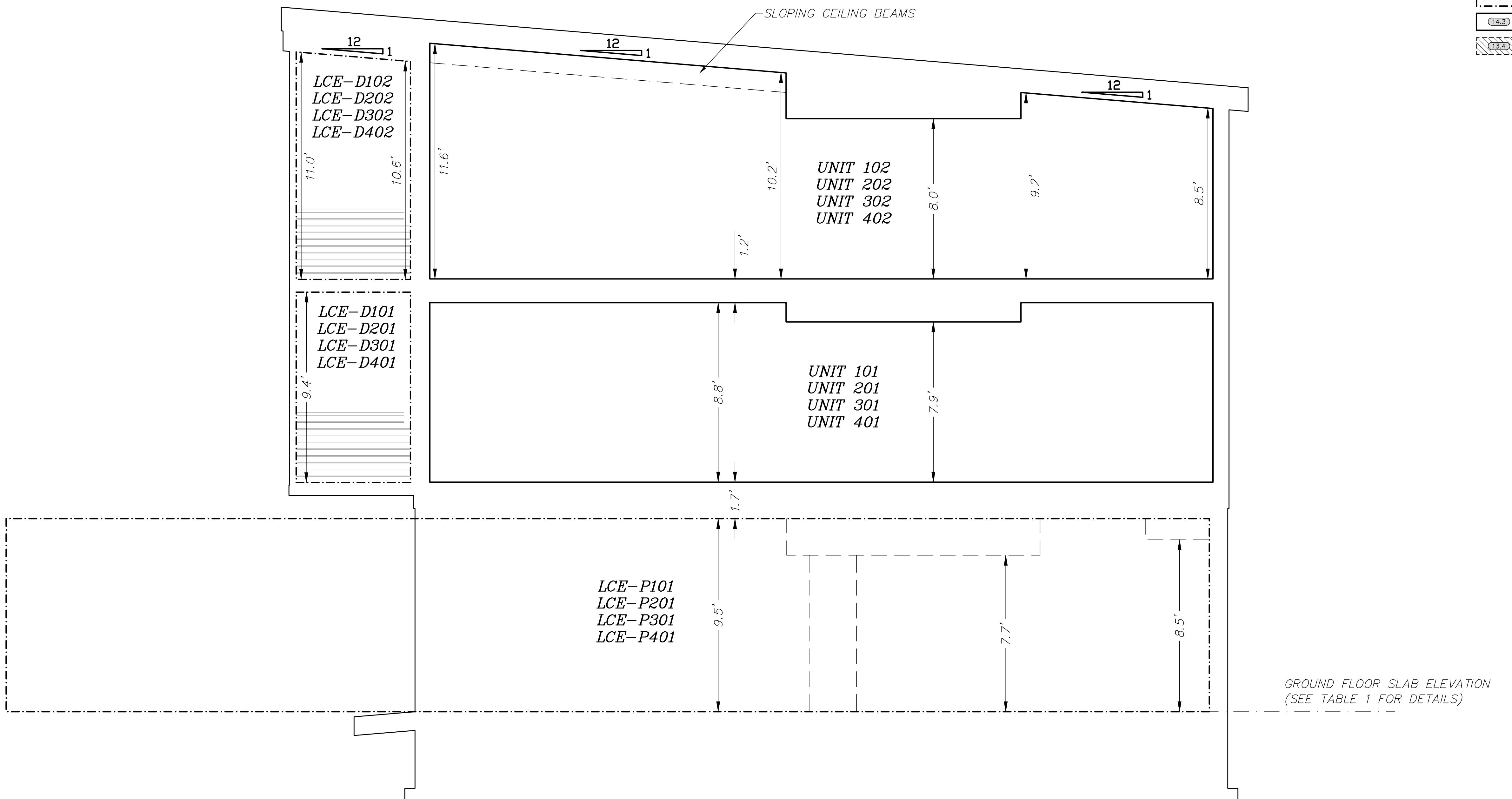
NOTES

- PLAN VIEWS AND SECTION VIEWS DEPICTED ON THIS PLAT WERE PREPARED FROM ARCHITECTURAL PLANS PREPARED BY OTHERS AND FROM SURVEYED MEASUREMENTS.
- MEASUREMENT PRECISION TO ONE-TENTH OF A FOOT OR GREATER AS DEPICTED HEREON IS FOR THE PURPOSES OF CORRELATION AND DOES NOT NECESSARILY REPRESENT THE BUILDING DIMENSIONAL TOLERANCE.
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- BASE ELEVATION = 6183.13' FOR IPBC INSCRIBED "1998 PE & LS 578" AT THE WESTERN CORNER OF LOT 2, WESTVIEW ADDITION TO THE TOWN OF JACKSON AS DEPICTED ON THE OVERVIEW MAP, SHEET 2, OF THIS SUBDIVISION. ELEVATIONS DEPICTED HEREON REFERENCE NGVD 29 VERTICAL DATUM.
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- ALL COMMON AREAS ARE SUBJECT TO THE RESERVED RIGHTS OF THE DECLARANT AS SET FORTH IN SAID CONDOMINIUM DECLARATION.

FINAL PLAT
WESTVIEW CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION
IDENTICAL WITH LOT 2, WESTVIEW
ADDITION TO THE TOWN OF JACKSON
LOCATED IN THE
SW1/4 NE1/4 SECTION 32
TOWNSHIP 41 NORTH, RANGE 116 WEST 6TH P.M.
TOWN OF JACKSON,
TETON COUNTY, WYOMING
SHEET 5 OF 10
PREPARED BY: RF
MAP PREPARED: 01/20/2021
PROJECT NUMBER: 09040

LEGEND

UNIT 101	Number of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for the Westview Condominium Addition to the Town of Jackson)
—	Condominium Unit perimeter wall being the boundary of an Individual Airspace that makes up part, or all of a Condominium Unit (Individual Airspace Unit or Unit)
— — — —	Represents an interior building ceiling or wall face limit in plan view
— — — —	Represents an interior building ceiling or wall face limit in section view
— — — —	Exterior face of building
— — — —	Boundary of Limited Common Elements, including decks and parking spaces
GCE	General Common Element (Common Element used interchangeably within said Declaration); portions of this subdivision EXCEPT for Units, as more specifically defined in said Declaration
LCE-D101	Limited Common Elements – Deck; those Limited Common Elements, as defined in the Declaration of Condominium for The Westview Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as a deck
LCE-P101	Limited Common Elements – Carport; those Limited Common Elements, as defined in the Declaration of Condominium for The Westview Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision for parking purposes
(14.3)	Indicates ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights
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Boundary of Limited Common Elements, including decks and parking spaces

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Indicates drop ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights

UNIT 101



Indicates ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights

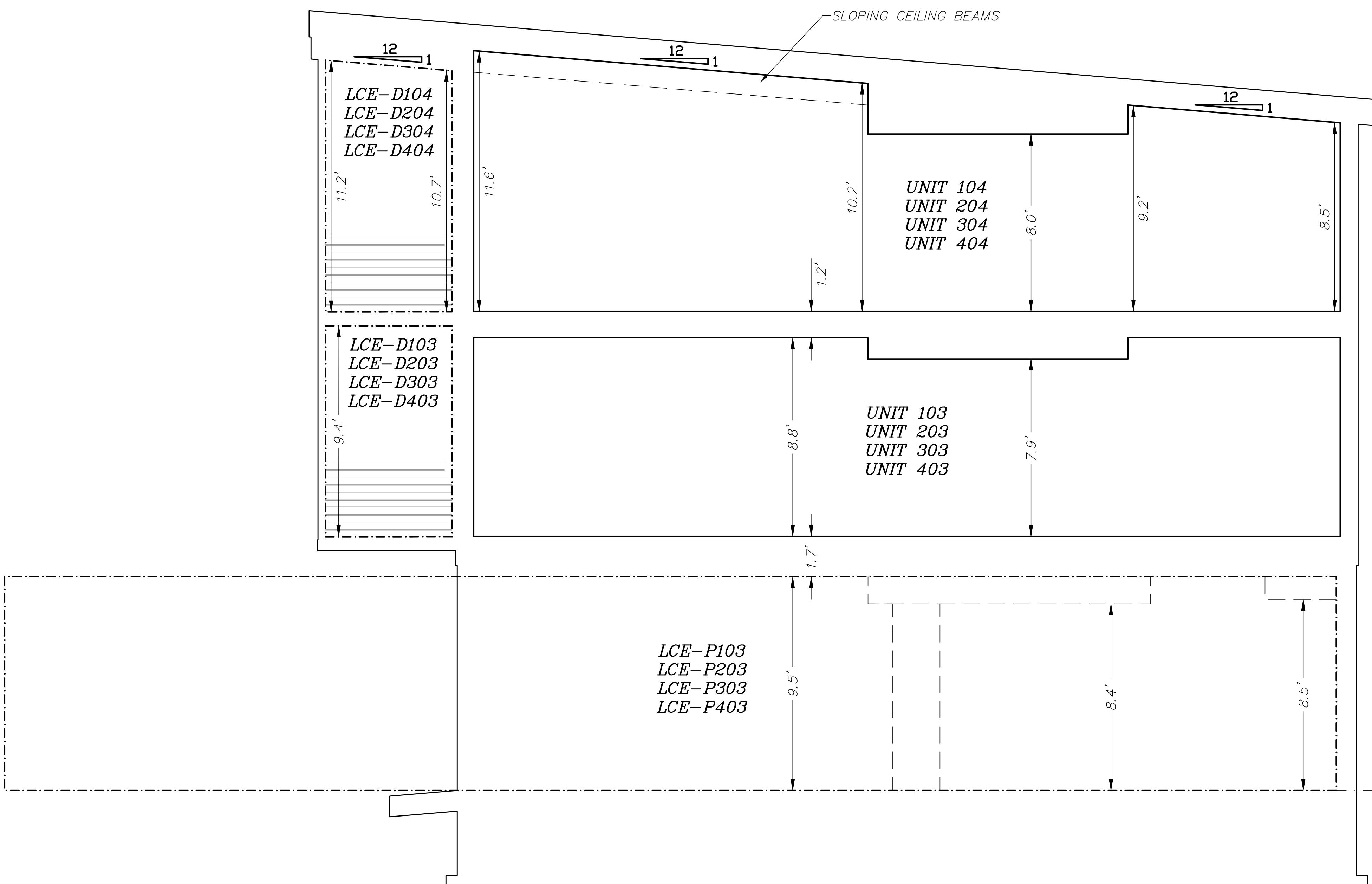
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NOTES

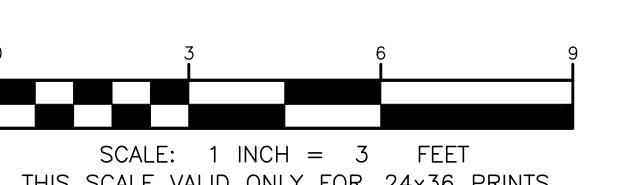
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TABLE 1	
BUILDING NO.	FLOOR ELEVATION
1	6183.9'
2	6184.6'
3	6184.7'
4	6184.0'

GROUND FLOOR SLAB ELEVATION
(SEE TABLE 1 FOR DETAILS)

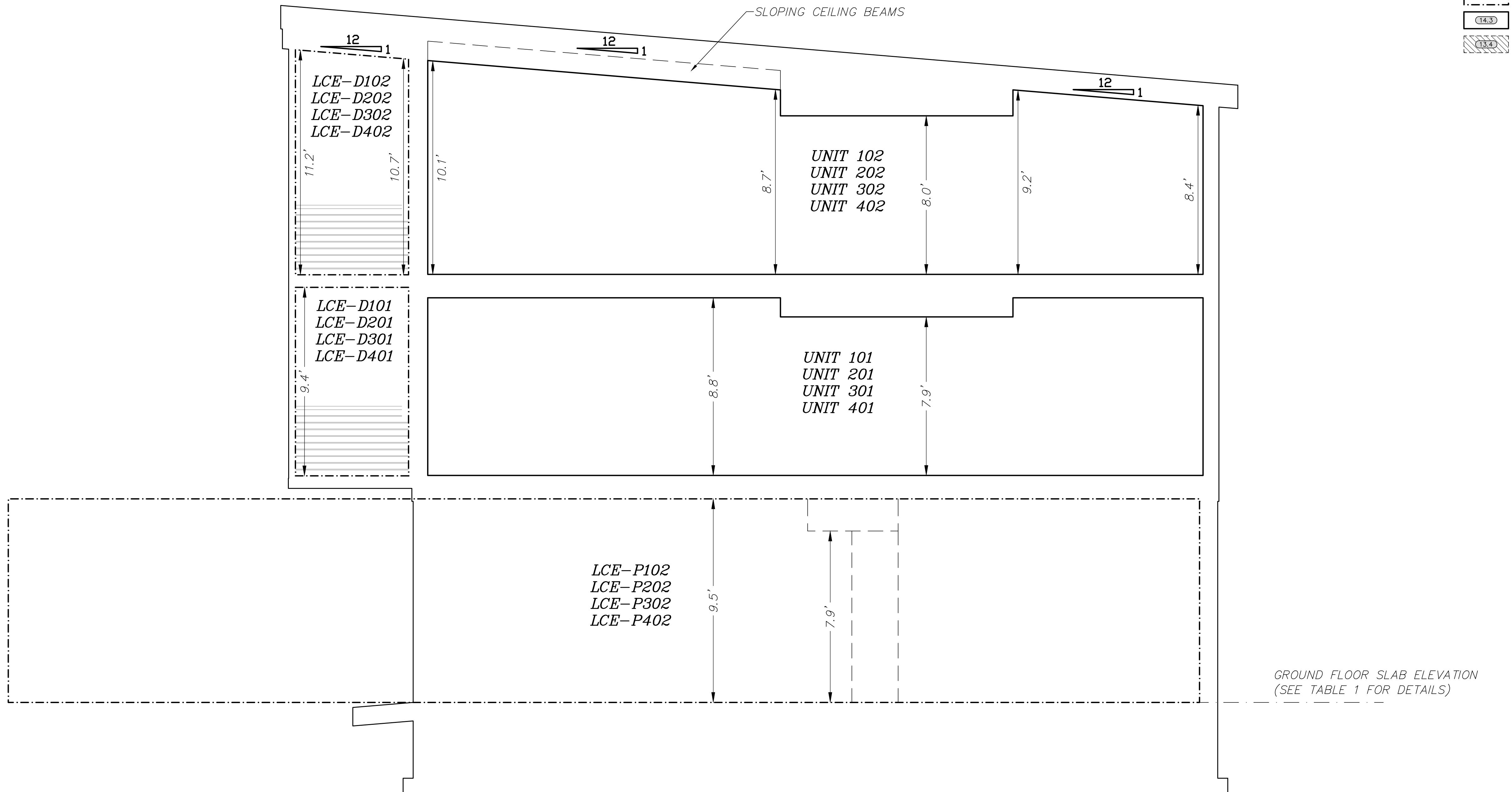


SECTION 1B
UNITS 103, 203, 303, 403
AND 104, 204, 304, 404
AND COMMON ELEMENTS



JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

FINAL PLAT
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ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION
IDENTICAL WITH LOT 2, WESTVIEW
ADDITION TO THE TOWN OF JACKSON
LOCATED IN THE
SW1/4 NE1/4 SECTION 32
TOWNSHIP 41 NORTH, RANGE 116 WEST 6TH P.M.
TOWN OF JACKSON,
TETON COUNTY, WYOMING
SHEET 7 OF 10
PREPARED BY: RF MAP PREPARED: 01/20/2021 PROJECT NUMBER: 09040



SECTION 1C
UNITS 101, 201, 301, 401
AND 102, 202, 302, 402
AND COMMON ELEMENTS

0 3 6 9

SCALE: 1 INCH = 3 FEET

THIS SCALE VALID ONLY FOR 24x36 PRINTS



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A CONDOMINIUM SUBDIVISION
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LOCATED IN THE
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TOWNSHIP 41 NORTH, RANGE 116 WEST 6TH P.M.
TOWN OF JACKSON.
TETON COUNTY, WYOMING

SHEET 8 OF 10

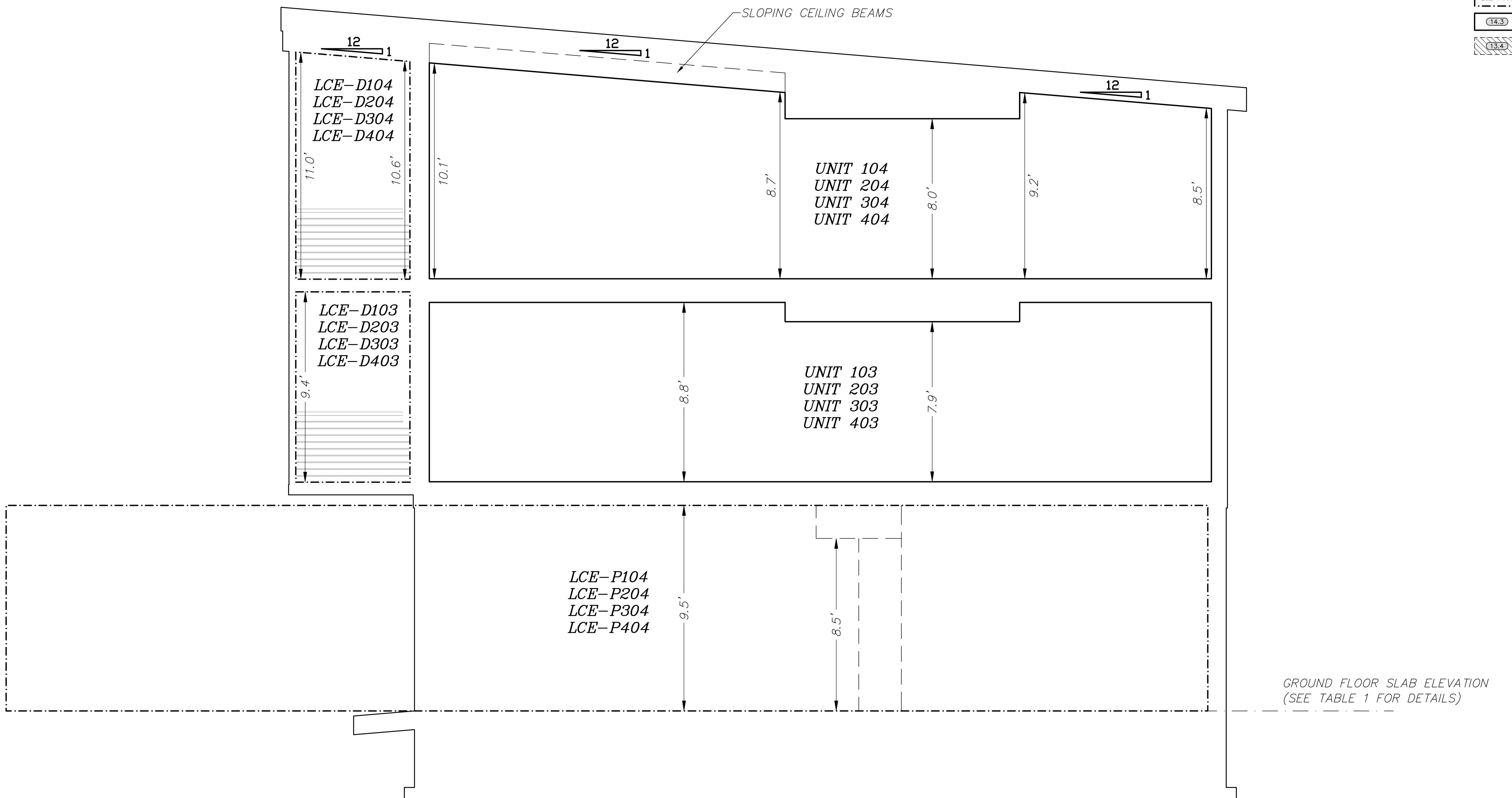
MAP PREPARED: 01/20/2023

EPARED: 01/20/2021

JECT NUMBER: 09040

LEGEND

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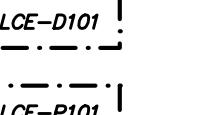
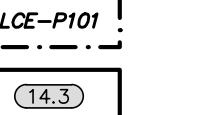
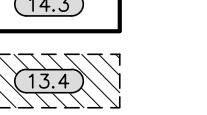


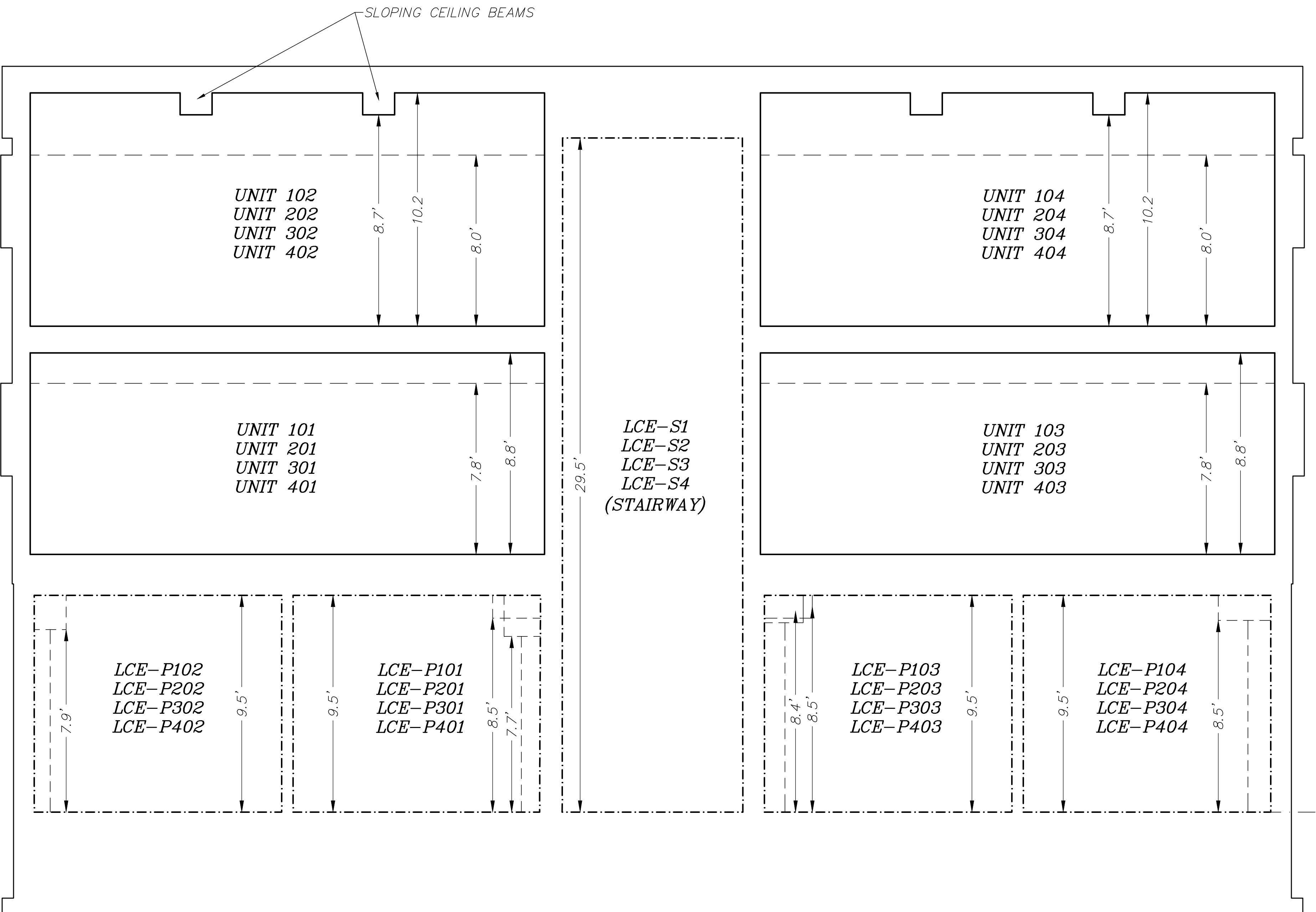
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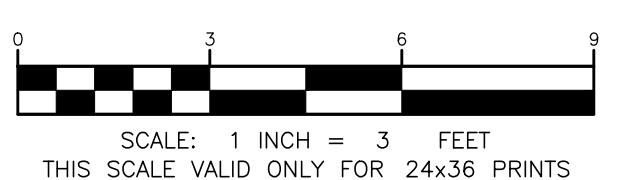
SHEET 9 OF 10
PREPARED BY: RF
MAP PREPARED: 01/20/2021
PROJECT NUMBER: 09040

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SECTION 1E
**UNITS 101-104, 201-204,
301-304, 401-404
AND COMMON ELEMENTS**



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TOWN OF JACKSON,
TETON COUNTY, WYOMING
SHEET 10 OF 10
PREPARED BY: RF
MAP PREPARED: 01/20/2021
PROJECT NUMBER: 09040

**Special Restrictions
For Workforce Ownership Housing**

Located at

1255 West Highway 22, Town of Jackson Wyoming

These Special Restrictions for Workforce Ownership Housing ("Special Restrictions") are made this _____ day of _____, 20____ (the "Effective Date"), by the undersigned Owner ("Owner") and the Town of Jackson, Wyoming.

RECITALS:

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

Insert legal description of property

PIDN: [insert PIDN number ("Land")]

WHEREAS, as a condition of its approval for _____ (collectively, "Approval"), Owner was required to provide and restrict as follows:

Owner developed property addressed as 1255 West Highway 22, Jackson, Wyoming 83001 for a 23,040 square foot residential development with 16 deed-restricted units.

This development generated the obligation to provide Workforce Ownership Housing in accordance with the Approval. Owner is restricting:

- *Unit _____, with _____ number of bedrooms.*
- *Unit _____, with _____ number of bedrooms.*
- *Unit _____, with _____ number of bedrooms. (hereinafter "Residential Unit" or Residential Units").*

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners resolved to form the Jackson/Teton County Housing Authority, a duly constituted housing authority pursuant to W.S. §15-10-116, as amended, and its successors or assigns, known as the Jackson/Teton County Housing Authority ("JTCHA");

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners further resolved to create the Jackson/Teton County Affordable Housing Department ("Housing Department") who are employees of Teton County and agents acting on behalf of the JTCHA, empowered to enforce these Special Restrictions;

WHEREAS, the Owner is also the developer of the Residential Unit. As a condition of the Approval, the Owner is required to record these Special Restrictions after construction of the Units, after recordation of the Plat and prior to issuance of a Certificate of Occupancy for the Residential Unit. While Owner desires to sell the Residential Unit in accordance with the terms and conditions contained herein, the Owner may still hold title to the Residential Unit at the time these Special Restrictions are filed. To be clear, when used in these Special Restrictions, the term "Owner" shall refer to the Owner signing these Special Restrictions or a lender succeeding by virtue of foreclosure to these restrictions and the term "owner" shall refer to any owner who owns the Residential Unit subsequent to the Owner.

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of Approval, and consistent with the Town of Jackson's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the Residential Unit to a "Qualified Household," which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

WHEREAS, Owner desires to adopt these Special Restrictions and declare that the Residential Unit and Land shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Residential Unit and Land, and shall be enforceable by Housing Department and the Town of Jackson, Wyoming;

RESTRICTIONS:

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

SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT RULES AND REGULATIONS. References made herein to the "Rules and Regulations" are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures and guidelines are on file with the Housing Department or otherwise with the Town of Jackson, or if there are no such written policies, procedures or guidelines (or a written policy, procedure or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations. In the case of a conflict between these Special Restrictions and the Rules and Regulations, these Special Restrictions shall apply.

SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD.

A. Qualified Household. The ownership, use and occupancy of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below and as may be further detailed in the Rules and Regulations ("Qualified Household"). Notwithstanding the foregoing, it is understood and acknowledged by the parties that upon recordation of these Special Restrictions the Owner may still hold title to the Residential Unit. If Owner still holds title to the Residential Unit at the time the Special Restrictions are recorded, the Owner is not required to be a Qualified Household. However, Owner understands and acknowledges that it is required to use commercially reasonable efforts to sell the Residential Unit to a Qualified Household in accordance with the terms and conditions contained herein within three (3) years from the date a certificate of occupancy is issued on a Residential Unit. For any entity which is deemed a Qualified Mortgagee under Section 10(a) herein, that entity shall be entitled to an additional two (2) years from the recordation of a foreclosure deed to sell the Residential Unit to

a Qualified Household. If the Owner rents the Residential Unit to a tenant prior to Initial Sale (as defined herein), the tenant must be a Qualified Household.

It is further understood and acknowledged that up to 8 Residential Units within the Westview Condominiums project ("Project") may be owned by a "Local Business", as defined herein. While a Local Business is not required to be a Qualified Household, use and occupancy of any Residential Unit owned by a Local Business shall only be by a Qualified Household. A separate "Special Restrictions for Employer-Owned Workforce Rental Housing", dated _____, ("Employer-Owned Restrictions") will be recorded against those Residential Units owned by Local Businesses within the Project. If Employer-Owned Restrictions are recorded against the Residential Unit subsequent to these Special Restrictions, the Employer-Owned Restrictions shall replace these Special Restrictions in their entirety.

- 1) Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a Local Business.
 - A.) A "Local Business" means (1) a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or Teton County, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and (2) the business serves clients or customers who are physically located in Teton County, Wyoming, and (3) the employees/owners must work in Teton County, Wyoming to perform their job.
 - Or
 - B.) A business physically located in Teton County, Wyoming who employs two or more Qualified Employees, which qualified employees must work in Teton County, Wyoming to perform their job.
- 2) Income Requirement: The entire Qualified Household must earn at least seventy-five percent (75%) of the Household's income from a Local Business, as defined above.
- 3) No Teton County Residential Real Estate. No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.
- 4) Determination by the Housing Department. The Housing Department shall determine whether a prospective occupant is a Qualified Household. In addition to any requirements set forth in the Rules and Regulations, such determinations shall be based upon written applications, representations, information and verification as are deemed by the Housing Department to be necessary to establish and substantiate eligibility.

- 5) Continuing Obligation to Remain a Qualified Household. Households residing in the Residential Unit shall satisfy the definition of a Qualified Household at all times during occupancy of the Residential Unit.

- B. No Legal Action. No owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson or Teton County, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson or Teton County, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall the Town of Jackson or Teton County, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of insert the Town of Jackson or Teton County, Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.

- C. Ownership by Housing Department. Notwithstanding the foregoing, the Housing Department may purchase and own the Residential Unit.

SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF RESIDENTIAL UNIT. The provisions contained in this Section apply before and after the Initial Sale of the Residential Unit. "Initial Sale" is defined in these Special Restrictions to be the sale of the Residential Unit from the Owner to a purchaser who shall subsequently become an 'owner'. While Owner is not a Qualified Household, if the Owner rents the Residential Unit to a tenant prior to Initial Sale, the tenant must be a Qualified Household. In addition to any restrictions included in the Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

- A. Occupancy.
 - 1) Occupancy by Qualified Household. The Residential Unit may only be occupied by a Qualified Household, shall be such Qualified Household's sole and exclusive primary residence, and each Qualified Household occupying the Residential Unit shall physically reside therein on a full-time basis, at least ten (10) months out of each calendar year. Except for permitted guests, no person other than those comprising the Qualified Household may occupy the Unit, provided that such requirement does not violate federal or state fair housing laws.

 - 2) Occupancy by Tenant. The Residential Unit occupied by a tenant shall be the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit. Only members of the Qualified Household may occupy a Residential Unit.

- B. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.

- C. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of thirty (30) cumulative days per calendar year.

D. Renting. Owner or an owner may rent the Residential Unit to a Qualified Household after verification and qualification of eligibility by the Housing Department.

E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than thirty-one (31) days.

F. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.

G. Maintenance. Owner or an owner shall take good care of the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association and shall make all repairs and maintain the Residential Unit in a safe, sound, habitable, and good condition and state of repair. In case of damage to the Residential Unit, Owner or an owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical.

H. Capital Improvements. Owner or an owner may only undertake capital improvements to the Residential Unit in accordance with the policies set forth in the Rules and Regulations, which policies may include but are not limited to, a limitation on the valuation of such improvements at Resale, requirements regarding the advance written approval of such improvements, and documentation of proposed and completed improvements.

I. Insurance. Owner or an owner shall keep the Residential Unit continuously insured against "all risks" of physical loss (not otherwise covered by a homeowner's association insurance), for the full replacement value of the Residential Unit.

J. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowner's association, as the same may be adopted from time to time.

K. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, the Rules and Regulations and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, development or transfer of a Residential Unit, an Owner or owner shall comply, and shall cause all occupants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to an Owner or owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by an Owner or owner. An Owner or owner shall maintain such records for a period of two (2) years.

SECTION 4. TRANSFER LIMITATIONS. Residential Unit(s) may only be sold in accordance with Sections 5, 6 and 7 below or transferred in accordance herewith as follows:

A. Divorce. The provisions contained in this Section apply only after the Initial Sale of the Residential

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

B. Death. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the death of an owner, the Housing Department may consent to the transfer of the Residential Unit to an heir or devisee of such deceased owner, which heir or devisee may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

C. Nonqualified Transferee. If title to the Residential Unit vests in a Nonqualified Transferee, as defined in the Rules and Regulations, the Residential Unit shall immediately be listed for sale in accordance with these Special Restrictions and the Rules and Regulations, or in the alternative, the Housing Department may exercise its option herein to purchase the Residential Unit. The following shall apply when the Housing Department determines there is a Nonqualified Transferee:

- 1) The Housing Department shall provide the Nonqualified Transferee a reasonable period within which to qualify as a Qualified Household.
- 2) If the Nonqualified Transferee does not qualify as a Qualified Household within such reasonable period, he or she shall cooperate with the Housing Department to effect the sale, conveyance or transfer of the Residential Unit to a Qualified Household and shall execute any and all documents necessary to such sale, conveyance or transfer.
- 3) A Nonqualified Transferee shall comply with these Special Restrictions, the Rules and Regulations, the Declaration, zoning and all Laws governing the ownership, occupancy, use, development or transfer of the Residential Unit, and further may only occupy the Residential Unit with the prior written consent of the Housing Department

SECTION 5. INITIAL SALE OF THE RESIDENTIAL UNIT. At Initial Sale, the Residential Unit may only be sold to a Qualified Household at a purchase price as Owner and prospective buyer may determine and subject to these Special Restrictions. After Owner and a prospective buyer enter into a purchase agreement for the purchase and sale of the Unit and at least thirty (30) days prior to purported closing of the purchase and sale, the prospective buyer shall provide such information as may be required by the Housing Department for it to determine if the prospective buyer is a Qualified Household. If the prospective buyer does not qualify as a Qualified Household, such buyer may not purchase the Unit. At all subsequent sales, the Housing Department will conduct a Weighted Drawing to identify a buyer.

SECTION 6. RESALE OF RESIDENTIAL UNIT. For the purposes of this Agreement, "Resale" shall mean all sales subsequent to the Initial Sale. At Resale, an owner desiring to sell a Residential Unit shall give written notice to the Housing Department of such desire (the "Notice to Sell"), and after receipt of such notice, the Housing Department shall determine the "Maximum Resale Price," as provided herein and in accordance with the Rules and Regulations. Upon the Housing Department's determination of the Maximum Resale Price, the Resale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed two percent (2%)) of the Maximum Resale Price paid to the Housing Department for such facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing

Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process). Any such Resale of a Residential Unit shall be subject to these Special Restrictions. Each purchaser of a Residential Unit shall execute a Buyer's Acknowledgment of Special Restrictions and Option, on a form to be provided by the Housing Department. Notwithstanding the foregoing, upon receipt of notice from an owner of such owner's desire to sell a Residential Unit, the Housing Department may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

SECTION 7. MAXIMUM RESALE PRICE. This Section shall apply only to a Resale of the Residential Unit. To further the Town of Jackson's goal of providing affordable housing, after the Initial Sale, a Residential Unit may not be sold for a purchase price in excess of the "Maximum Resale Price." The Maximum Resale Price is the current owner's purchase price plus an increase in price of the Denver-Boulder-Greeley CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or three percent (3%), whichever is lower, per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Resale Price, the actual sales proceeds delivered to a selling owner may be reduced to account for restoration or repair of a Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department's sole and absolute discretion. Finally, to ensure that the Resale price of any Residential Unit is limited to the Maximum Resale Price, no purchaser of a Residential Unit shall assume any obligation of a selling owner, nor shall such purchaser pay or provide to a selling owner any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Resale Price, as made by the Housing Department, shall be final and binding on all parties.

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

SECTION 8. DEFAULT. Each of the following shall be considered a default ("Default") subsequent to notice and opportunity cure that is consistent with the Rules and Regulations:

- A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting a Residential Unit.
- B. Vacancy of a Residential Unit for more than sixty (60) days continuously.
- C. Failure to pay or default of any other obligations due or to be performed with respect to a Residential Unit which failure to pay or default could result in a lien against a Residential Unit, including without limitation, homeowner dues, property taxes, payment required by a promissory note or mortgage purporting to affect a Residential Unit. An Owner or owner shall notify the Housing Department in writing of any notification received from any lender or third party of past due payments or default in payment or other obligations due or to be performed within five (5) calendar days of an Owner or

owner's notification.

- D. If the Residential Unit is taken by execution or by other process of law, or if an Owner or owner is judicially declared insolvent according to law, or if any assignment is made of the property of an owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit or an Owner owner's property by a court of competent jurisdiction.
- E. Fraud or misrepresentation by purchaser, the Owner, a subsequent owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.

In the event the Housing Department believes there to be a Default, the Housing Manager, or a designee of the Housing Department, shall send written notice to Owner or the then current owner of such violation, the required action to cure and the timing for such cure. If Owner or owner disputes the Housing Department's decision, Owner or owner shall proceed in accordance with the Rules and Regulations.

SECTION 9. DEFAULT REMEDIES. In addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

A. Purchase Option.

- 1) The Housing Department shall have the option to purchase a Residential Unit for the lesser of the Maximum Resale Price, or the appraised value, subject to the restrictions of this Section and sections 6 and 7 herein ("Option"), with the appraisal being reasonably acceptable to both the Housing Department and the Qualified Lender. If the Option is exercised on a Residential Unit prior to Initial Sale and a loan described in Section 10(A)(1) is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest and reasonable costs of such loan, regardless of any other provision of these Special Restrictions ("Purchase Price"). If the Owner has not completed the Initial Sale of all Residential Units and the Housing Department exercises the Option against some of the remaining Residential Units (those which have not had an Initial Sale), the Option Purchase Price shall be prorated. In such event, the formula for establishing the Housing Authority's Purchase Price shall be Purchase Price multiplied by [# of units to which Option is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 units, the formula would be: Purchase Price x [6/(16-4)]...Purchase Price x .50.
- 2) If the Housing Department desires to exercise its Option, the Housing Department shall provide written notice to Owner or owner of such election. Such notice shall include the purchase price and the timing for the closing of the purchase. The Option must be exercised within ninety (90) days from receipt of a notification of borrower Default or the property foreclosure.

B. Forced Resale. The Housing Department may require an owner to sell the Residential Unit in accordance with the Resale procedures set forth in these Special Restrictions and the Rules and Regulations. Such sale shall be subject to these Special Restrictions.

C. Whether the Housing Department elects to exercise its Option or to force a sale in accordance herewith, all proceeds, unless otherwise required by statute, will be applied in the following order:

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);

FOURTH, to the payment of the closing costs and fees;

FIFTH, to the two percent (2%) facilitation fee to the Housing Department;

SIXTH, to the payment of any penalties assessed against Owner or owner by the Housing Department;

SEVENTH, to the repayment to the Housing Department of any monies advanced by it in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made on Owner or owner's behalf;

EIGHTH, to any repairs needed for the Residential Unit; and

NINTH, any remaining proceeds shall be paid to Owner or owner.

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

D. Appointment of Housing Department as Owner's Attorney-in-Fact. In the event the Housing Department exercises its Option or requires the Forced Resale, an owner hereby irrevocably appoints the then-serving Housing Manager as such owner's attorney-in-fact to effect any such purchase or sale on owner's behalf (including without limitation the right to cause an inspection of the Residential Unit and make such repairs to the Residential Unit as the Housing Department may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.

E. Limitation on Appreciation at Resale. The Housing Department may fix the Maximum Resale Price of a defaulting owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Default (or as of such date after the Default as the Housing Department may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.

F. Equitable Relief. The Housing Department shall have the right of specific performance of these Special Restrictions and the Rules and Regulations, and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance. Any equitable relief provided for herein may be sought singly or in combination with such other remedies as the Housing Department may be entitled to, either pursuant to these

Special Restrictions or under the laws of the State of Wyoming.

G. Enforcement. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County Land Development Regulations, including but not limited to Division 8.9 Enforcement.

SECTION 10. QUALIFIED MORTGAGE.

A. Only a mortgage which is a "Qualified Mortgage" shall be permitted to encumber a Residential Unit. A "Qualified Mortgage" is a mortgage that:

- 1) (i) Is the primary construction financing loan and mortgage for initial construction of the Residential Unit and related project, or any refinancing of such loan and mortgage, which have a maximum loan to value ratio of One Hundred percent (100%) as of the date the loan is made; or

(ii) Is an owner's mortgage and the principal amount of such mortgage at purchase does not exceed ninety-six and one half percent (96.5%) of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed ninety-five percent (95%) of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and
- 2) runs in favor of a "Qualified Mortgagee," defined as:
 - i. An "institutional lender" such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision; or
 - ii. A "community loan fund", or similar non-profit lender to housing projects for income-eligible persons (e.g., is not given to or acquired by any individual person); or
 - iii. A non-affiliated, legitimate, "finance company." In no event may such finance company be an individual or any company that is affiliated with or has any affiliation with an Owner or owner or any family member of Owner or owner; or
 - iv. JHTCA or Housing Department for any monies advanced by JHTCA or Housing Department in connection with a mortgage or other debt with respect to Residential Unit.
 - v. the provider of a loan as described in Section 10(A)(1)(i).

B. Any mortgage, lien or other encumbrance executed or recorded against a Residential Unit that is not a Qualified Mortgage shall:

- 1) be deemed unsecured; and

- 2) only be a personal obligation of Owner or owner and shall not affect or burden, and shall not be enforceable against, such Residential Unit.

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

C. In the event Owner or an owner fails to make timely payment owed or otherwise breaches any of the covenants or agreements made in connection with any mortgage, lien or other encumbrance purporting to affect the Residential Unit, including without limitation a Qualified Mortgage, fails to timely make any other payment required in connection with the Residential Unit, including without limitation homeowner association dues and fees, assessments, payments to contractors, materialmen, or other vendors for work undertaken for which a lien could be filed against the Residential Unit, the Housing Department shall have (in addition to the any other remedies) the right to:

- 1) Cure such default and assume the payments and other obligations of Owner. In such event, Owner or owner shall be in default of these Special Restrictions, and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation its Option to purchase and its right to force a sale. In addition to such remedies, Owner or owner shall also be liable to the Housing Department for any amounts advanced.
- 2) Acquire the loan from the lender by paying the balance due together with accrued interest and reasonable costs, and the Housing Department shall thereafter have the right to foreclose upon the Residential Unit in accordance with the mortgage and other loan documents or take such other action as the Housing Department shall determine.
- 3) Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to these Special Restrictions.

ANY LENDER BY ENTERING INTO A LOAN TRANSACTION WITH AN OWNER OF A RESIDENTIAL UNIT HEREBY CONSENTS TO THE FOREGOING AND ACKNOWLEDGES THAT ANY INTEREST ACQUIRED BY VIRTUE OF ITS LIEN OR MORTGAGE SHALL BE SUBJECT AND SUBORDINATE TO THESE SPECIAL RESTRICTIONS.

SECTION 11. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

- A. Termination by the Town of Jackson. These Special Restrictions may be terminated after a determination by the Town of Jackson that these Special Restrictions are no longer consistent with the Town's goals for affordable housing.
- B. Termination Resulting from Foreclosure by a Qualified Mortgagee. These Special Restrictions as applied to a Residential Unit may be terminated by a Qualified Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgagee, as follows:

- 1) The Qualified Mortgagee provided to the Housing Department copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon an owner.
- 2) The Housing Department did not exercise its rights as provided in Section 10, Qualified Mortgage.
- 3) Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the Housing Department in its sole and absolute discretion) conveying title to a purchaser, who is not (i) Owner or an owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to Owner or owner or any member of the Qualified Household, or (iv) the Housing Department.
- 4) In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to Owner or owner of the foreclosed Residential Unit.
- 5) Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on an owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice to the Housing Department"). The Mortgagee Notice to the Housing Department shall include all information relevant to Owner's or an owner's default and the actions necessary to cure such default. The Housing Department shall have forty-five (45) days from the date of the Mortgagee Notice to the Housing Department to exercise its rights under Section 10, Qualified Mortgage. If the Housing Department fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

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

C. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and any subsequent owner of the Residential Unit, and recorded in the Teton County Clerk's Office against the title to the Land, in whole or in part, with the written consent of Owner or any subsequent owner of the Residential Unit and the Town of Jackson, Wyoming. To the extent any Qualified Mortgage is outstanding, any amendment shall require the consent of Qualified Mortgagees.

D. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 12. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department and the Town of Jackson.

SECTION 13. NOTICES. All notices required to be served upon the parties to these Special Restrictions shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address in the manner provided for giving notice.

To Housing Department

Jackson/Teton County Affordable Housing Department
P.O. Box 714 Jackson,
WY 83001

With a Copy to: insert the Town of Jackson or Teton County. insert the Town of Jackson or Teton County. Jackson, WY 83001.

To Owner

To the address of record in the Teton County Assessor/Clerk's office

SECTION 14. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 15. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner or owner by accepting a deed for the Land hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

SECTION 16. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 17. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

SECTION 18. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written

instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 19. INDEMNIFICATION. Owner and any subsequent owner shall indemnify, defend, and hold the Housing Department and insert the Town of Jackson or Teton County, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for Owner's or an owner's breach of any provision of these Special Restrictions. Owner or owner waives any and all such claims against the Housing Department and insert the Town of Jackson or Teton County, Wyoming.

SECTION 20. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 21. GOVERNMENTAL IMMUNITY. Neither insert the Town of Jackson or Teton County, Wyoming nor the Housing Department waives governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the Effective Date.

Insert declarant's organization (corporation):

Insert name of signor, insert title of signor

STATE OF WYOMING)
)
)
 COUNTY OF TETON)

On the _____ day of , 20__, the foregoing instrument was acknowledged before me by
insert name of signor, as insert title of signor, of insert declarant's organization.

Witness my hand and official seal.

(Seal)

Notary Public My commission expires:

INSERT TOWN OF JACKSON OR TETON COUNTY BOARD OF COUNTY COMMISSIONERS

Click here to enter name of Mayor or Chair, insert Mayor or Chair

STATE OF WYOMING)
)
) SS.
COUNTY OF TETON)

On the _____ day of _____, 20_____, the foregoing instrument was acknowledged before me by [Click here to enter name of Mayor or Chair as insert Mayor or Chair](#), [of insert the Town of Jackson or Teton County Board of County Commissioners, Wyoming](#).

Witness my hand and official seal.

(Seal)

Notary Public My commission expires:

Approved as to form:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT

Insert name of Housing Manager, Housing Manager

STATE OF WYOMING)
)
) SS.
COUNTY OF TETON)

On the Click here to enter day. day of Click here to enter month., 20Click here to enter year, the foregoing Special Restrictions for Affordable Housing was acknowledged before me by insert name of Housing Manager as Housing Manager.

Witness my hand and official seal.

(Seal)

Notary Public

AFFIRMED

INSERT TOWN OF JACKSON OR TETON COUNTY BOARD OF COUNTY COMMISSIONERS:

Click here to enter name of Mayor or Chair, insert Mayor or Chair

ATTEST

Click here to enter name of Clerk, insert Town Clerk or County Clerk

**Special Restrictions
For Employer-Owned Workforce Rental Housing**

Located at

1255 West Highway 22, Town of Jackson Wyoming

These Special Restrictions for Employer-Owned Workforce Rental Housing ("Special Restrictions") are made this _____ day of _____, 20____ (the "Effective Date"), by the undersigned Owner ("Owner") and the Town of Jackson, Wyoming.

RECITALS:

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

Insert legal description of property

PIDN: [insert PIDN number ("Land")]

WHEREAS, as a condition of its approval for _____ (collectively, "Approval"), Owner was required to provide and restrict as follows:

Owner developed property addressed as 1255 West Highway 22, Jackson, Wyoming 83001 for a 23,040 square foot residential development with 16 deed-restricted units. This development generated the obligation to provide Workforce Housing in accordance with the Approval. Owner is restricting:

- *Unit _____, with _____ number of bedrooms.*
- *Unit _____, with _____ number of bedrooms.*
- *Unit _____, with _____ number of bedrooms. (hereinafter "Residential Unit" or Residential Units").*

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners resolved to form the Jackson/Teton County Housing Authority, a duly constituted housing authority pursuant to W.S. §15-10-116, as amended, and its successors or assigns, known as the Jackson/Teton County Housing Authority ("JTCHA");

WHEREAS, the Jackson Town Council and Teton County Board of County Commissioners further resolved to create the Jackson/Teton County Affordable Housing Department ("Housing Department") who are employees of Teton County and agents acting on behalf of the JTCHA, empowered to enforce these Special Restrictions;

WHEREAS, the Owner is also the developer of the Residential Unit. As a condition of the Approval, the Owner is required to record these Special Restrictions after construction of the Units, after recordation of the Plat and prior to issuance of a Certificate of Occupancy for the Residential Unit. While Owner desires to sell the Residential Unit in accordance with the terms and conditions contained herein, the Owner may still hold title to the Residential Unit at the time these Special Restrictions are filed. To be clear, when used in these Special Restrictions, the term "Owner" shall refer to the Owner signing these Special Restrictions or a lender succeeding by virtue of foreclosure to these restrictions and the term "owner" shall refer to any owner who owns the Residential Unit subsequent to the Owner.

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of Approval, and consistent with the Town of Jackson's goal of providing decent, safe and sanitary housing to qualified employees working in Teton County, Wyoming, that is affordable, Owner agrees to restrict the use and occupancy of the Residential Unit to a "Qualified Household," which meets employment, income and asset ownership qualifications as set forth herein and as further defined in the Jackson/Teton County Housing Department Rules and Regulations;

WHEREAS, Owner desires to adopt these Special Restrictions and declare that the Residential Unit and Land shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Residential Unit and Land, and shall be enforceable by Housing Department and the Town of Jackson, Wyoming; and

WHEREAS, Special Restrictions for Workforce Ownership Housing were recorded against the Residential Unit on _____, _____ as Document Number _____ ("Prior Special Restrictions"). These Special Restrictions shall supplant, amend, supersede, and replace in its entirety the Prior Special Restrictions.

Commented [JA1]: Only necessary if these Special Restriction amend the standard form recorded against the Unit.

RESTRICTIONS:

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

SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT RULES AND REGULATIONS. References made herein to the "Rules and Regulations" are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures and guidelines are on file with the Housing Department or otherwise with the Town of Jackson, or if there are no such written policies, procedures or guidelines (or a written policy, procedure or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations. In the case of a conflict between these Special Restrictions and the Rules and Regulations, these Special Restrictions shall apply.

These Special Restrictions supplant, amend, supersede, and replace in its entirety the Prior Special Restrictions.

Commented [JA2]: Only necessary if this is an amendment to the standard Special Restrictions previously recorded against the Residential Unit.

SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD.

- A. **Qualified Household.** The use and occupancy of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below and as may be further detailed in the Rules and Regulations ("Qualified Household").

Ownership of a Residential Unit shall also be limited to a Qualified Household, unless otherwise provided in this section with regard to the Owner or a Local Business. Notwithstanding the foregoing, it is understood and acknowledged by the parties that upon recordation of these Special Restrictions the Owner may still hold title to the Residential Unit. If Owner still holds title to the Residential Unit at the time the Special Restrictions are recorded, the Owner is not required to be a Qualified Household. However, Owner understands and acknowledges that it is required to use commercially reasonable efforts to sell the Residential Unit to a Qualified Household in accordance with the terms and conditions contained herein within three (3) years from the date a certificate of occupancy is issued on a Residential Unit. For any entity which is deemed a Qualified Mortgagee under Section 10(a) herein, that entity shall be entitled to an additional two (2) years from the recordation of a foreclosure deed to sell the Residential Unit to a Qualified Household. If the Owner rents the Residential Unit to a tenant prior to Initial Sale (as defined herein), the tenant must be a Qualified Household.

It is further understood and acknowledged that up to 8 Residential Units within the Westview Condominiums project ("Project") may be owned by a "Local Business", as defined herein. While a Local Business is not required to be a Qualified Household, use and occupancy of any Residential Unit owned by a Local Business shall only be by a Qualified Household. The Residential Unit encumbered by this Special Restriction is one of 8 such units, and may be owned by a "Local Business." The Residential Unit shall only be rented and occupied, however, by natural persons who are a "Qualified Household."

If requested by the JTCHA or Jackson/Teton County Housing Department, an authorized representative of the condominium association or the Declarant, if Declarant still maintains control over the Project, shall provide written confirmation to the Housing Department of the number of Residential Units within the Project that are owned by a Local Business. If, with the recordation of these Special Restrictions, there will be 8 or fewer Residential Units in the Project owned by a "Local Business", Teton County and the Housing Department shall execute these Special Restrictions.

- 1) **Employment Requirement.** At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a Local Business.

A.) A "Local Business" means (1) a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or Teton County, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and (2) the business serves clients or customers who are physically located in Teton County, Wyoming, and (3) the employees/owners must work in Teton County, Wyoming to perform their job.

Or

B.) A business physically located in Teton County, Wyoming who employs two or more Qualified Employees, which qualified employees must work in Teton County, Wyoming to perform their job.

- 2) **Income Requirement:** The entire Qualified Household must earn at least seventy-five percent (75%) of the Household's income from a Local Business, as defined above.
- 3) **No Teton County Residential Real Estate.** No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.
- 4) **Determination by the Housing Department.** The Housing Department shall determine whether a prospective occupant is a Qualified Household. In addition to any requirements set forth in the Rules and Regulations, such determinations shall be based upon written applications, representations, information and verification as are deemed by the Housing Department to be necessary to establish and substantiate eligibility.
- 5) **Continuing Obligation to Remain a Qualified Household.** Households residing in the Residential Unit shall satisfy the definition of a Qualified Household at all times during occupancy of the Residential Unit.

B. **No Legal Action.** No owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson or Teton County, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson or Teton County, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall the Town of Jackson or Teton County, Wyoming or the Housing Department have any liability to any person aggrieved by the decision of insert the Town of Jackson or Teton County, Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.

C. **Ownership by Housing Department.** Notwithstanding the foregoing, the Housing Department may purchase and own the Residential Unit.

SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF RESIDENTIAL UNIT. The provisions contained in this Section apply before and after the Initial Sale of the Residential Unit. "Initial Sale" is defined in these Special Restrictions to be the sale of the Residential Unit from the Owner to a purchaser who shall subsequently become an 'owner'. While Owner is not a Qualified Household, if the Owner rents the Residential Unit to a tenant prior to Initial Sale, the tenant must be a Qualified Household. In addition to any restrictions included in the Rules and Regulations, occupancy and use of the Residential Unit shall be restricted as follows:

A. **Occupancy.**

- 1) **Occupancy by Qualified Household.** The Residential Unit may only be occupied by a Qualified Household, shall be such Qualified Household's sole and exclusive primary residence, and each Qualified Household occupying the Residential Unit shall physically reside therein on a full-time basis, at least ten (10) months out of each calendar year. Except for permitted guests, no person other than those comprising the Qualified Household may occupy the Unit, provided that such

requirement does not violate federal or state fair housing laws.

2) Occupancy by Tenant. The Residential Unit occupied by a tenant shall be the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a full-time basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit. Only members of the Qualified Household may occupy a Residential Unit.

B. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.

C. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of thirty (30) cumulative days per calendar year.

D. Renting. Owner or an owner may rent the Residential Unit to a Qualified Household after verification and qualification of eligibility by the Housing Department.

E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than six (6) months.

F. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.

G. Maintenance. Owner or an owner shall take good care of the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association and shall make all repairs and maintain the Residential Unit in a safe, sound, habitable, and good condition and state of repair. In case of damage to the Residential Unit, Owner or an owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical.

H. Capital Improvements. Owner or an owner may only undertake capital improvements to the Residential Unit in accordance with the policies set forth in the Rules and Regulations, which policies may include but are not limited to, a limitation on the valuation of such improvements at Resale, requirements regarding the advance written approval of such improvements, and documentation of proposed and completed improvements.

I. Insurance. Owner or an owner shall keep the Residential Unit continuously insured against "all risks" of physical loss (not otherwise covered by a homeowner's association insurance), for the full replacement value of the Residential Unit.

J. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowner's association, as the same may be adopted from time to time.

K. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, the Rules and Regulations and other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, development or transfer of a Residential Unit, an Owner or owner shall comply, and shall cause all occupants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to an Owner or owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by an Owner or owner. An Owner or owner shall maintain such records for a period of two (2) years.

SECTION 4. TRANSFER LIMITATIONS. Residential Unit(s) may only be sold in accordance with Sections 5, 6 and 7 below or transferred in accordance herewith as follows:

A. Divorce. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the divorce of an owner, the Housing Department may consent to the transfer of the Residential Unit to the spouse of such owner, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

B. Death. The provisions contained in this Section apply only after the Initial Sale of the Residential Unit. In the event of the death of an owner, the Housing Department may consent to the transfer of the Residential Unit to an heir or devisee of such deceased owner, which heir or devisee may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

C. Nonqualified Transferee. If title to the Residential Unit vests in a Nonqualified Transferee, as defined in the Rules and Regulations, the Residential Unit shall immediately be listed for sale in accordance with these Special Restrictions and the Rules and Regulations, or in the alternative, the Housing Department may exercise its option herein to purchase the Residential Unit. The following shall apply when the Housing Department determines there is a Nonqualified Transferee:

- 1) The Housing Department shall provide the Nonqualified Transferee a reasonable period within which to qualify as a Qualified Household.
- 2) If the Nonqualified Transferee does not qualify as a Qualified Household within such reasonable period, he or she shall cooperate with the Housing Department to effect the sale, conveyance or transfer of the Residential Unit to a Qualified Household and shall execute any and all documents necessary to such sale, conveyance or transfer.
- 3) A Nonqualified Transferee shall comply with these Special Restrictions, the Rules and Regulations, the Declaration, zoning and all Laws governing the ownership, occupancy, use, development or transfer of the Residential Unit, and further may only occupy the Residential Unit with the prior written consent of the Housing Department

SECTION 5. INITIAL SALE OF THE RESIDENTIAL UNIT. At Initial Sale, the Residential Unit may only be sold to a Qualified Household or Local Business at a purchase price as Owner and prospective buyer may determine and subject to these Special Restrictions. After Owner and a prospective buyer enter into a purchase agreement for the purchase and sale of the Unit and at least thirty (30) days prior to purported closing of the purchase and sale, the prospective buyer shall provide such information as may be

required by the Housing Department for it to determine if the prospective buyer is a Qualified Household or Local Business. If the prospective buyer does not qualify as a Qualified Household or Local Business, such buyer may not purchase the Unit. At all subsequent sales, the Housing Department will conduct a Weighted Drawing to identify a buyer.

SECTION 6. RESALE OF RESIDENTIAL UNIT. For the purposes of this Agreement, "Resale" shall mean all sales subsequent to the Initial Sale. At Resale, an owner desiring to sell a Residential Unit shall give written notice to the Housing Department of such desire (the "Notice to Sell"), and after receipt of such notice, the Housing Department shall determine the "Maximum Resale Price," as provided herein and in accordance with the Rules and Regulations. Upon the Housing Department's determination of the Maximum Resale Price, the Resale of the Residential Unit shall be facilitated by the Housing Department and shall be completed in accordance with the procedure set forth in the Rules and Regulations, which procedure may include, without limitation: a fee (not to exceed two percent (2%)) of the Maximum Resale Price paid to the Housing Department for such facilitation; requirements regarding listing the Residential Unit with the Housing Department and/or a licensed real estate agent, as the Housing Department may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a weighted drawing process). Any such Resale of a Residential Unit shall be subject to these Special Restrictions. Each purchaser of a Residential Unit shall execute a Buyer's Acknowledgment of Special Restrictions and Option, on a form to be provided by the Housing Department. Notwithstanding the foregoing, upon receipt of notice from an owner of such owner's desire to sell a Residential Unit, the Housing Department may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

SECTION 7. MAXIMUM RESALE PRICE. This Section shall apply only to a Resale of the Residential Unit. To further the Town of Jackson's goal of providing affordable housing, after the Initial Sale, a Residential Unit may not be sold for a purchase price in excess of the "Maximum Resale Price." The Maximum Resale Price is the current owner's purchase price plus an increase in price of the Denver-Boulder-Greeley CPI (if such ceases to exist then a comparable CPI Index as determined in the sole discretion of the Housing Department) or three percent (3%), whichever is lower, per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by the Housing Department, less any required maintenance and/or repair adjustment, all as more fully described in the Rules and Regulations. Notwithstanding the determination of the Maximum Resale Price, the actual sales proceeds delivered to a selling owner may be reduced to account for restoration or repair of a Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in the Housing Department's sole and absolute discretion. Finally, to ensure that the Resale price of any Residential Unit is limited to the Maximum Resale Price, no purchaser of a Residential Unit shall assume any obligation of a selling owner, nor shall such purchaser pay or provide to a selling owner any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Resale Price, as made by the Housing Department, shall be final and binding on all parties.

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

SECTION 8. DEFAULT. Each of the following shall be considered a default ("Default") subsequent to notice and opportunity cure that is consistent with the Rules and Regulations:

- A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting a Residential Unit.
- B. Vacancy of a Residential Unit for more than sixty (60) days continuously.
- C. Failure to pay or default of any other obligations due or to be performed with respect to a Residential Unit which failure to pay or default could result in a lien against a Residential Unit, including without limitation, homeowner dues, property taxes, payment required by a promissory note or mortgage purporting to affect a Residential Unit. An Owner or owner shall notify the Housing Department in writing of any notification received from any lender or third party of past due payments or default in payment or other obligations due or to be performed within five (5) calendar days of an Owner or owner's notification.
- D. If the Residential Unit is taken by execution or by other process of law, or if an Owner or owner is judicially declared insolvent according to law, or if any assignment is made of the property of an owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit or an Owner or owner's property by a court of competent jurisdiction.
- E. Fraud or misrepresentation by purchaser, the Owner, a subsequent owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.

In the event the Housing Department believes there to be a Default, the Housing Manager, or a designee of the Housing Department, shall send written notice to Owner or the then current owner of such violation, the required action to cure and the timing for such cure. If Owner or owner disputes the Housing Department's decision, Owner or owner shall proceed in accordance with the Rules and Regulations.

SECTION 9. DEFAULT REMEDIES. In addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

A. Purchase Option.

- 1) The Housing Department shall have the option to purchase a Residential Unit for the lesser of the Maximum Resale Price, or the appraised value, subject to the restrictions of this Section and sections 6 and 7 herein ("Option"), with the appraisal being reasonably acceptable to both the Housing Department and the Qualified Lender. If the Option is exercised on a Residential Unit prior to Initial Sale and a loan described in Section 10(A)(1) is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest and reasonable costs of such loan, regardless of any other provision of these Special Restrictions ("Purchase Price"). If the Owner has not completed the Initial Sale of all Residential Units and the Housing Department exercises the Option against some of the remaining Residential Units (those which have not had an Initial Sale), the Option Purchase Price shall be prorated. In such event, the formula for establishing the Housing Authority's Purchase Price shall be Purchase Price multiplied by [# of units to which Option

is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 units, the formula would be: Purchase Price x [6/(16-4)]...Purchase Price x .50.

2) If the Housing Department desires to exercise its Option, the Housing Department shall provide written notice to Owner or owner of such election. Such notice shall include the purchase price and the timing for the closing of the purchase. The Option must be exercised within ninety (90) days from receipt of a notification of borrower Default or the property foreclosure.

B. Forced Resale. The Housing Department may require an owner to sell the Residential Unit in accordance with the Resale procedures set forth in these Special Restrictions and the Rules and Regulations. Such sale shall be subject to these Special Restrictions.

C. Whether the Housing Department elects to exercise its Option or to force a sale in accordance herewith, all proceeds, unless otherwise required by statute, will be applied in the following order:

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);

FOURTH, to the payment of the closing costs and fees;

FIFTH, to the two percent (2%) facilitation fee to the Housing Department;

SIXTH, to the payment of any penalties assessed against Owner or owner by the Housing Department;

SEVENTH, to the repayment to the Housing Department of any monies advanced by it in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made on Owner or owner's behalf;

EIGHTH, to any repairs needed for the Residential Unit; and

NINTH, any remaining proceeds shall be paid to Owner or owner.

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

D. Appointment of Housing Department as Owner's Attorney-in-Fact. In the event the Housing Department exercises its Option or requires the Forced Resale, an owner hereby irrevocably appoints the then-serving Housing Manager as such owner's attorney-in-fact to effect any such purchase or sale on owner's behalf (including without limitation the right to cause an inspection of

the Residential Unit and make such repairs to the Residential Unit as the Housing Department may reasonably deem necessary), and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.

E. Limitation on Appreciation at Resale. The Housing Department may fix the Maximum Resale Price of a defaulting owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Default (or as of such date after the Default as the Housing Department may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.

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

G. Enforcement. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County Land Development Regulations, including but not limited to Division 8.9 Enforcement.

SECTION 10. QUALIFIED MORTGAGE.

A. Only a mortgage which is a "Qualified Mortgage" shall be permitted to encumber a Residential Unit. A "Qualified Mortgage" is a mortgage that:

- 1) (i) Is the primary construction financing loan and mortgage for initial construction of the Residential Unit and related project, or any refinancing of such loan and mortgage, which have a maximum loan to value ratio of One Hundred percent (100%) as of the date the loan is made; or
(ii) Is an owner's mortgage and the principal amount of such mortgage at purchase does not exceed ninety-six and one half percent (96.5%) of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed ninety-five percent (95%) of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and
- 2) runs in favor of a "Qualified Mortgagee," defined as:
 - i. An "institutional lender" such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision; or
 - ii. A "community loan fund", or similar non-profit lender to housing projects for income-eligible persons (e.g., is not given to or acquired by any individual person); or
 - iii. A non-affiliated, legitimate, "finance company." In no event may such finance

company be an individual or any company that is affiliated with or has any affiliation with an Owner or owner or any family member of Owner or owner; or

- iv. JHTCA or Housing Department for any monies advanced by JHTCA or Housing Department in connection with a mortgage or other debt with respect to Residential Unit.
- v. the provider of a loan as described in Section 10(A)(1)(i).

B. Any mortgage, lien or other encumbrance executed or recorded against a Residential Unit that is not a Qualified Mortgage shall:

- 1) be deemed unsecured; and
- 2) only be a personal obligation of Owner or owner and shall not affect or burden, and shall not be enforceable against, such Residential Unit.

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

C. In the event Owner or an owner fails to make timely payment owed or otherwise breaches any of the covenants or agreements made in connection with any mortgage, lien or other encumbrance purporting to affect the Residential Unit, including without limitation a Qualified Mortgage, fails to timely make any other payment required in connection with the Residential Unit, including without limitation homeowner association dues and fees, assessments, payments to contractors, materialmen, or other vendors for work undertaken for which a lien could be filed against the Residential Unit, the Housing Department shall have (in addition to the any other remedies) the right to:

- 1) Cure such default and assume the payments and other obligations of Owner. In such event, Owner or owner shall be in default of these Special Restrictions, and the Housing Department may exercise any and all of its remedies hereunder or otherwise, including without limitation its Option to purchase and its right to force a sale. In addition to such remedies, Owner or owner shall also be liable to the Housing Department for any amounts advanced.
- 2) Acquire the loan from the lender by paying the balance due together with accrued interest and reasonable costs, and the Housing Department shall thereafter have the right to foreclose upon the Residential Unit in accordance with the mortgage and other loan documents or take such other action as the Housing Department shall determine.
- 3) Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to these Special Restrictions.

ANY LENDER BY ENTERING INTO A LOAN TRANSACTION WITH AN OWNER OF A RESIDENTIAL UNIT HEREBY CONSENTS TO THE FOREGOING AND ACKNOWLEDGES THAT ANY INTEREST ACQUIRED BY

VIRTUE OF ITS LIEN OR MORTGAGE SHALL BE SUBJECT AND SUBORDINATE TO THESE SPECIAL RESTRICTIONS.

SECTION 11. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

- A. Termination by the Town of Jackson. These Special Restrictions may be terminated after a determination by the Town of Jackson that these Special Restrictions are no longer consistent with the Town's goals for affordable housing.
- B. Termination Resulting from Foreclosure by a Qualified Mortgagee. These Special Restrictions as applied to a Residential Unit may be terminated by a Qualified Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgagee, as follows:
 - 1) The Qualified Mortgagee provided to the Housing Department copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon an owner.
 - 2) The Housing Department did not exercise its rights as provided in Section 10, Qualified Mortgage.
 - 3) Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the Housing Department in its sole and absolute discretion) conveying title to a purchaser, who is not (i) Owner or an owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to Owner or owner or any member of the Qualified Household, or (iv) the Housing Department.
 - 4) In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to Owner or owner of the foreclosed Residential Unit.
 - 5) Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on an owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice to the Housing Department"). The Mortgagee Notice to the Housing Department shall include all information relevant to Owner's or an owner's default and the actions necessary to cure such default. The Housing Department shall have forty-five (45) days from the date of the Mortgagee Notice to the Housing Department to exercise its rights under Section 10, Qualified Mortgage. If the Housing Department fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

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

C. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and any subsequent owner of the Residential Unit, and recorded in the Teton County Clerk's Office against the title to the Land, in whole or in part, with the written consent of Owner or any subsequent owner of the Residential Unit and the Town of Jackson, Wyoming. To the extent any Qualified Mortgage is outstanding, any amendment shall require the consent of Qualified Mortgagees.

D. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 12. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Land and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Land, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by JTCHA, the Housing Department and the Town of Jackson.

SECTION 13. NOTICES. All notices required to be served upon the parties to these Special Restrictions shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address in the manner provided for giving notice.

To Housing Department

Jackson/Teton County Affordable Housing Department
P.O. Box 714 Jackson,
WY 83001

With a Copy to: insert the Town of Jackson or Teton County. insert the Town of Jackson or Teton County. Jackson, WY 83001.

To Owner

To the address of record in the Teton County Assessor/Clerk's office

SECTION 14. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 15. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner or owner

by accepting a deed for the Land hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

SECTION 16. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 17. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

SECTION 18. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 19. INDEMNIFICATION. Owner and any subsequent owner shall indemnify, defend, and hold the Housing Department and insert the Town of Jackson or Teton County, Wyoming, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for Owner's or an owner's breach of any provision of these Special Restrictions. Owner or owner waives any and all such claims against the Housing Department and insert the Town of Jackson or Teton County, Wyoming.

SECTION 20. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 21. GOVERNMENTAL IMMUNITY. Neither insert the Town of Jackson or Teton County, Wyoming nor the Housing Department waives governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as government pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the Effective Date.

Insert declarant's organization (corporation):

Insert name of signor, insert title of signor

STATE OF WYOMING)
)
) SS..

COUNTY OF TETON)

On the _____ day of , 20_____, the foregoing instrument was acknowledged before me by
insert name of signor, as insert title of signor, of insert declarant's organization.

Witness my hand and official seal.

(Seal)

Notary Public My commission expires:

INSERT TOWN OF JACKSON OR TETON COUNTY BOARD OF COUNTY COMMISSIONERS

Click here to enter name of Mayor or Chair, insert Mayor or Chair

STATE OF WYOMING)
)
 ss.
COUNTY OF TETON)

On the _____ day of _____, 20_____, the foregoing instrument was acknowledged
before me by Click here to enter name of Mayor or Chair as insert Mayor or Chair, of insert the Town of
Jackson or Teton County Board of County Commissioners, Wyoming.

Witness my hand and official seal.

(Seal)

Notary Public My commission expires:

Approved as to form:

JACKSON/TETON COUNTY AFFORDABLE HOUSING DEPARTMENT:

Insert name of Housing Manager, Housing Manager

STATE OF WYOMING)
)
 ss.
COUNTY OF TETON)

On the Click here to enter day. day of Click here to enter month., 20Click here to enter year, the
foregoing Special Restrictions for Affordable Housing was acknowledged before me by insert name of

Housing Manager as Housing Manager.

Witness my hand and official seal.

(Seal)

Notary Public

AFFIRMED

INSERT TOWN OF JACKSON OR TETON COUNTY BOARD OF COUNTY COMMISSIONERS:

Click here to enter name of Mayor or Chair, insert Mayor or Chair

ATTEST

Click here to enter name of Clerk, insert Town Clerk or County Clerk

PREPARED BY:
CoreVest American Finance Lender LLC
807 E South Temple, Suite 200
Salt Lake City, UT 84102
Attn: Loan Administration

GRANTOR: COREVEST AMERICAN FINANCE LENDER LLC
GRANTEE: CF COREVEST PURCHASER LLC
Doc 0990601 Filed At 10:35 ON 05/26/2020
Sherry L. Daigle Teton County Clerk fees: \$21.00
By Corrie Dorman Deputy

AFTER RECORDING RETURN TO:
Wells Fargo Bank, N.A.
Mortgage Document Custody (CMBS)
1055 10th Ave SE
Minneapolis, MN 55414
ATTN: CMBS - GS

THIS SPACE ABOVE FOR RECORDER'S USE

ASSIGNMENT OF SECURITY INSTRUMENT

FOR VALUE RECEIVED, COREVEST AMERICAN FINANCE LENDER LLC, a Delaware limited liability company ("Assignor"), does hereby transfer, assign, grant and convey to CF COREVEST PURCHASER LLC, a Delaware limited liability company (together with its successors and assigns, "Assignee"), having an address at c/o CoreVest Finance 1920 Main Street, Suite 850, Irvine, CA 92614, all of Assignor's right, title and interest in, to and under that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by WESTVIEW PARTNERS, LLC, a Wyoming limited liability company, as mortgagor, to and for the benefit of CoreVest American Finance Lender LLC, a Delaware limited liability company, as mortgagee, and recorded on June 25, 2019, as Document NO. 0972277, in the County of Teton Recorder's Office, State of Wyoming (the "Security Instrument"), encumbering, among other things, the Real Property as defined in and legally described on Exhibit A to the Security Instrument, and commonly known by the property address(es) set forth on Schedule 1 hereto, and Assignor does hereby grant and delegate to Assignee any and all of the duties and obligations of Assignor thereunder from and after the date hereof.

TOGETHER WITH: (i) the note(s) described or referred to in the Security Instrument, the money due or to become due thereon with interest, and all rights accrued or to accrue thereunder; and (ii) all other "Loan Documents" (as defined in the Security Instrument).

This Assignment of Security Instrument (this "Assignment") is an absolute assignment. This Assignment is made without recourse, representation or warranty, express or implied, by Assignor.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Security Instrument as of July 3, 2019

Assignor:

COREVEST AMERICAN FINANCE LENDER LLC,
a Delaware limited liability company

By: 
Paul Basmajian
Its: Authorized Signatory

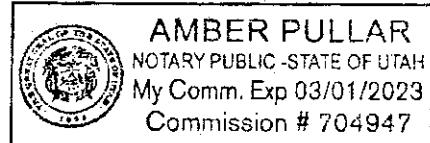
STATE OF UTAH)
COUNTY OF SALT LAKE)

On July 3, 2019 before me, Amber Pullar, NOTARY PUBLIC, personally appeared Paul Basmajian, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Amber Pullar

(Seal)



Schedule 1
Schedule of Property Addresses

1255 Hwy 22, Jackson, WY 83001

A tract of land lying within the Southwest Quarter of the Northeast Quarter of Section 32, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming and more particularly described as follows:

Beginning at a point on the northerly right-of-way of State Highway 22, said point being marked by a concrete right-of-way marker with brass cap and lying South 18 degrees 36' 30" East, 1481.15 feet from the North Quarter Corner of said Section 32;

Thence North 67 degrees 13' 30" East, 25.35 feet along the right-of-way of said Highway 22 to a point marked by a concrete right-of-way marker with brass cap;

Thence North 23 degrees 36' 30" West, 54.13 feet along the right-of-way of said Highway 22 to a point marked by a 5/8" diameter by 16" long steel reinforcing bar with surv-kap inscribed: "NELSON ENGR PE & LS 578", said point lying on the North line of said Southwest Quarter of the Northeast Quarter;

Thence South 88 degrees 35' East, 253.63 feet along the North line of said Southwest Quarter of the Northeast Quarter to a point marked by a 5/8" diameter by 16" long steel reinforcing bar with surv-kap inscribed: "NELSON ENGR PE & LS 578";

Thence South 40 degrees 11' 30" East, 86.66 feet to a point marked by a 3/8" diameter by 12" long steel spike;

Thence South 49 degrees 31' West, 292.50 feet to a point on the northerly right-of-way of said Highway 22 and marked by a 5/8" diameter by 16" long steel reinforcing bar with surv-kap inscribed: "NELSON ENGR PE & LS 578";

Thence North 23 degrees 36' 30" West, 221.50 feet along the northerly right-of-way of said Highway 22 to the Point of Beginning.

PIDN: 22-41-16-32-1-00-008

Affidavit of Acknowledgment and Acceptance of Plat

KNOW ALL MEN BY THESE PRESENTS:

_____, [name], _____, [title], CoreVest American Finance Lender LLC, a Delaware limited liability company, being first duly sworn, does hereby depose and say:

1. That CoreVest American Finance Lender LLC is the mortgagee under that mortgage of record in the Office of the Clerk of Teton County, Wyoming recorded as Document Number 0972277, filed on June 25, 2019, which affects title to real property according to that Warranty Deed recorded in said Office as Document Number 0972275 on June 25, 2019.
2. That I have examined a copy of the Final Plat of the Westview Condominium Addition to the Town of Jackson, being located within SW1/4 of the NE1/4 of Section 32, Township 41 North, Range 116 West, 6th P.M., Jackson, Teton County, Wyoming, dated _____, 2021 to be recorded in said Office;
3. That I hereby consent to the subdivision as described in the Certificate of Surveyor and the Certificate of Owner found on said Plat;
4. That I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Mortgagee as contained on said Plat.

Further affiant sayeth naught.

CoreVest American Finance Lender LLC

By:

Its:

Date:

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared _____ for CoreVest American Finance Lender LLC, a Delaware limited liability company, and known to me, or proven by satisfactory evidence, to be the _____ of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

[SEAL]

Notary Public

**Declaration of Condominium
for
The Westview Condominium Addition to the Town of Jackson, Wyoming**

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this _____ day of _____, 2020, by Westview Partners, LLC, a Wyoming limited liability company (the "Declarant").

PART ONE: INTRODUCTION TO THE COMMUNITY

Westview Partners, LLC is the developer of The Westview Condominium Addition to the Town of Jackson and 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 community as a master planned residential condominium community.

ARTICLE I – CREATION OF THE COMMUNITY

- 1.1 **Purpose and Intent.** The Declarant, as the owner of the real property known as The Westview Condominium Addition to the Town of Jackson, Wyoming, according to Plat # _____ recorded in the Office of the Teton County Clerk on _____ (the "Property") intends by the recording of this Declaration to create a condominium project and provide for ownership of real property under the Act. This Declaration provides for the overall development, administration, maintenance and preservation of the Property now or hereafter comprising the Westview Condominium Addition as a condominium community.
- 1.2 **Binding Effect.** The Property shall be owned, conveyed and used subject to all 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 Property, their heirs, successors, successors-in-title, and assigns.
- 1.3 **Governing Documents.** The Governing Documents create a general plan of development for the Property and may be amended and supplemented as set forth herein. In the event of a conflict between or among the Governing Documents, this Declaration shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Property from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. The Declarant 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.

ARTICLE II—DEFINITIONS

- 2.1 **Association.** The Westview Condominium Homeowners Association, a Wyoming nonprofit corporation, its successors or assigns.

2.2 **Base Assessment.** Assessments levied on all Units subject to assessment under Section _____ to fund Common Expenses.

Commented [1]: Global note-We will insert Section numbers once the document is finalized.

2.3 **Board of Directors or Board.** The body responsible to the membership of the Association for operations of the Association. For the purposes of clarity, the Declarant shall exercise all rights and responsibilities of the Board until the first sale of a Unit to a non-affiliated Buyer. Thereafter, the Declarant shall hold 2 seats on the Board until the Declarant Termination.

2.4 **Building.** The structures constructed or located on the Property and consisting of the Units and Common Elements.

2.5 **Common Elements.** The "Common Elements" shall include "General Common Elements" and the "Limited Common Elements", or a portion thereof, as the context requires. Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Owners in the proportions provided in Exhibit "A" attached hereto and incorporated herein, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements in accordance with this Declaration for all purposes incident to the use and occupancy of his or her Unit, which right shall be appurtenant to the Unit.

2.6 **Common Expenses.** The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Units including any reasonable reserve, as the Board may find necessary and appropriate.

2.7 **Declarant.** Westview Partners, LLC, or any successor or assign who takes title to any portion of the Property for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant. The Declarant shall have the power to exercise all rights set forth in this Declaration until Declarant Termination.

2.8 **Declarant Termination.** All of the Declarant's rights granted under this Declaration shall remain in full force and effect until 12 of the Units are sold to Owners (other than Declarant). At the Declarant Termination, all powers, rights and responsibilities of the Declarant set forth in the Governing Documents shall be automatically terminated, relinquished, assigned and shall vest in the Association as forth herein. The Board is authorized to file an affidavit of the facts surrounding the Declarant Termination. Prior to the Declarant Termination, any reference herein to the Board or Association shall be deemed to be a reference to the Declarant as the Declarant shall exercise all such rights, unless delegated by a written instrument to the Board or Association as the case may be.

2.9 **General Common Elements.** The entire Property excepting all Units and the Limited Common Elements, as designated on the Plat or provided herein. Without limiting the generality of the foregoing, the General Common Elements shall include (i) the driveway, guest parking areas, walkways, landscaped areas, open space, and the land; (ii) all appurtenances as delineated or described herein or by the Plat and (iii) all pipes, ducts, flues, chutes, conduits, wires and other utility installations to (but not at) the outlets, and (iv) such component parts of walls, floors, ceilings, columns, roofs and other structures and installations that are outside of the Unit boundaries as delineated or described on the Plat. General Common Elements may be referred to herein and on the Plat as "General Common Element" or "GCE".

2.10 **Governing Documents.** A collective term referring to this Declaration, and any amendments or supplements thereto, the Bylaws, the Articles of Incorporation for the Association, the Design Guidelines, Community-Wide Standards, and the Rules and Regulations, as they may be amended.

2.11 **Limited Common Elements.** Those portions of the Common Elements as defined herein and described by Wyoming Statute § 34-20-103 for the exclusive use of one or more but fewer than all of the Units. Windows, including their frames, and the Fire Sprinkler Rooms shall be a Limited Common Elements. Further, Limited Common Elements includes any items specifically shown as such on the Plat. Limited Common Elements may be referred to herein or on the Plat as "Limited Common Elements" or "LCE".

2.12 **Limited Common Elements—Parking.** Those Limited Common Elements for the exclusive use of a Unit for parking as designated herein and/or on the Plat and/or in one or more separately recorded instruments. Limited Common Elements-Parking may also be referred to herein and on the Plat as "Limited Common Element—Parking", "LCE-Parking", or "LCE-P".

2.13 **Limited Common Elements—Deck.** Those Limited Common Elements for the exclusive use of a Unit for a deck as designated by the Declarant herein and/or as designated on the Plat and/or in one or more separately recorded instruments. Limited Common Elements-Deck may also be referred to herein and on the Plat as "Limited Common Elements-Deck", "LCE-Deck", or "LCE-D".

2.14 **Limited Common Elements—Stairs.** Those Limited Common Elements for the exclusive use of one or more Units for stairs as designated by the Declarant herein and/or as designated on the Plat and/or in one or more separately recorded instruments. Limited Common Elements-Stairs may also be referred to herein and on the Plat as "Limited Common Elements-Stairs", "LCE-Stairs", or "LCE-S".

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

2.16 **Member.** A Person subject to membership in the Association pursuant to Section ____.

2.17 **Mortgage.** A mortgage, deed to secure debt, or any other form of security instrument affecting title to any Unit or all or any portion of the Property. "Mortgagee" shall refer to a beneficiary of a deed of trust or holder of a Mortgage.

2.18 **Occupant.** Any person or entity in possession of a Unit, including Unit Owners, lessees, guests, agents, employees and invitees of such person or entity.

2.19 **Owner.** One or more Persons or an entity who owns a Unit. The definition of "Owner" specifically excludes any party holding an interest merely as security for the performance of an obligation.

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

2.21 **Plat or Condominium Plat.** Plat # ____ recorded on _____, consisting of a plat of the Property, showing a survey and legal description thereof, the location of the Buildings with respect to the boundaries of the Property, together with diagrammatic floor plans of the Building showing the boundaries of each Unit within the Building, including horizontal and vertical locations and dimensions

Westview Condo Declaration-DRAFT

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of all boundaries of each Unit, Unit numbers identifying the Units and the General Common Elements and Limited Common Elements, together with such information as may be included therein in the discretion of the Declarant.

2.22 **Rules and Regulations**. The rules and regulations adopted by the Board pursuant to this Declaration.

2.23 **Special Assessment**. Assessments levied in accordance with Article IV.

2.24 **Specific Assessment**. Assessments levied in accordance with Article IV.

2.25 **Unit or Condominium Unit**. Those certain individual air spaces as designated and delineated on the Plat. Each Unit shall consist of that part of a Building as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and window frames, doors and door frames, and trim, as shown and numbered on the Condominium Plat. The Unit shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of its finished surfaces. All other portions of the walls, floors or ceilings (including common walls to separate Units) shall be a part of the Common Elements. In addition, each Unit shall include the following: (a) all spaces, nonbearing interior partitions, windows, exterior doors, door frames and all other fixtures and improvements within the boundaries of the Unit; (b) all outlets, lines and ducts of utility service lines, including but not limited to power, light, gas, hot and cold water, heating and waste disposal, within the boundaries of the Unit; and (c) all heating, hot water and air conditioning apparatus exclusively serving the Unit. The interior surfaces of a perimeter window or door means such surfaces at the points at which they are located when such windows or doors are closed; the physical perimeter windows and doors themselves are part of the Common Elements as herein defined.

2.26 **Workforce Ownership Deed Restriction**. The deed restriction recorded against each Unit.

Article III—Use and Conduct; Property Rights

3.1 **Framework for Regulation**. The Governing Documents establish, as part of the general plan of development for the Property, a framework of affirmative and negative covenants, easements and restrictions that govern the Property. 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 Project, its Owners and Occupants.

3.2 **Owners' Acknowledgment and Notice to Purchaser**. All Owners are given notice that use of their Unit may be limited by Rules and Regulations as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a deed for their Unit, acknowledges that the use and enjoyment and marketability of his or her Unit can be affected by this Declaration and the other Governing Documents and that the Governing Documents 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 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.

Furthermore, each Unit is subject to a Workforce Ownership Deed Restriction, which, among other things, restricts the occupancy and use of each Unit and places limitations on the appreciation and resale price of each Unit. Each Owner and Occupant of a Unit acknowledges that he or she has reviewed the Workforce Ownership Deed Restriction in its entirety and has been given the opportunity to seek legal counsel to review the same.

3.3 **Estate of Owner.** The Property is hereby divided into Units, each consisting of a separate interest in a Unit and an undivided interest in common in the Common Elements in accordance with the Plat which sets forth the General Common Elements and any Limited Common Elements appurtenant to each Unit. Each such Unit shall have an equal percentage of ownership interest in the Common Elements for purposes of taxes, assessments and other charges under Wyoming Statute Section 34-20-104(a). Such undivided interests in the Common Elements are hereby declared to be appurtenant to the respective Units.

3.4 **Property and Units.** Each Owner shall be entitled to an equal percentage of undivided interest in and the nonexclusive right to use, access and enjoy the Common Elements appurtenant to each Unit, and the exclusive right to use any Limited Common Elements appurtenant to its specific Unit, as designated on the Plat or elsewhere in the Governing Document.

3.5 **Use of Property and Units; General Common Elements Maintenance.**

(a) The Units may be used for residential purposes only. No commercial, industrial or other non-residential use shall be permitted in a Unit with the exception of a "home business" use, provided the "home business" is (1) authorized by the Town of Jackson Land Development Regulations and the Workforce Ownership Deed Restriction, (2) contained wholly within the Unit, (3) no employees regularly work within the Unit, (4) no clients or customers regularly visit the Unit, (5) no commercial deliveries (other than UPS, Fed Ex and the like) are made to the Unit, (6) no advertising is made upon the Unit and (7) the activity does not create a nuisance or adversely impact the other Unit Owners or their Occupants, as determined in the sole discretion of the Declarant.

(b) Each Owner shall have the right to paint, tile, carpet, or otherwise maintain, repair, replace and decorate the interior of their Unit. However, modifications to the structure of a Unit, decks and similar portions of a Unit visible from the exterior and any other modification that would change or alter the physical structure of a Unit shall be the responsibility of the Association. All structural modifications to a Unit shall be prepared and approved by an architect or engineer licensed in the State of Wyoming. Any exterior displays or decorations on a Building or a Unit, with the exception of signs which are addressed separately herein, must be approved in writing by the Declarant. This Section shall not apply to the Declarant.

3.6 **Declarant's Power over the General Common Elements.** The Declarant shall have the following rights with regard to the General Common Elements:

- (a) the right to promulgate rules and regulations regarding use of the General Common Elements, including the right to impose penalties for the violation of such rules and regulations but no rule shall contravene this Declaration;
- (b) the right to grant easements within the General Common Elements; and
- (c) the right to maintain, repair, replace and make changes to the General Common Elements for the benefit of the Owners.

3.7 **Drilling and Mining.** No part of the Property shall 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. Nothing contained herein shall be construed to limit the rights of the owner of a mineral interest severed from the surface of any portion of the Property prior to the recording of this Declaration and nothing herein shall prevent the Declarant or an Owner from moving dirt, gravel rocks or other soils necessary for the development of their respective properties.

3.8 **Unsightliness; Refuse.** Owners must keep their Units and those Limited Common Elements which are designated for their use in a good, clean, safe and sanitary condition. Owners shall promptly notify the Declarant or Association of any need for maintenance, repair or replacement of the Common Elements, or any portion thereof. Refuse, garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure appropriately screened from view.

3.9 **Parking; Guest Parking; Storage.**

(a) Each Unit has been provided 2 enclosed parking spaces and 1 outdoor parking space. All vehicles utilizing the LCE-Parking area must fit within the designated parking space and not extend beyond its boundaries. A visitor parking area with 3 visitor parking spaces has been provided on the Property and is a General Common Element. Any visitor parking areas designated within the Property may be used only for short-term parking of the vehicles of guests and invitees of the Owners. The Board may establish rules for the use of the guest parking spaces.

(b) No boats, trailers, buses, campers, snowmobiles, ATVs, or inoperable or abandoned vehicles ("Prohibited Vehicles") shall be parked or stored in or upon the LCE-Parking or any visitor parking area for more than 72 hours. If the Board determines that an Owner or Occupant has violated this section, the Board shall deliver notice to the vehicle owner (if such owner can reasonably be ascertained) or place notice in a conspicuous place on the vehicle (if the owner cannot be ascertained), and if the offending vehicle or piece of equipment is not removed within 48 hours, the Board shall have the right to cause the vehicle to be removed or stored, at the sole expense of the Owner of the Unit driveway on which the vehicle is located, and to enter upon an Owner's Unit for such purpose, all without liability on the part of the Board. An "abandoned or inoperable vehicle" shall mean any motorized vehicle that does not display a current valid motor vehicle license and registration tag or that does not have an operable propulsion system within the vehicle.

3.10 **Signs.** No signs whatsoever, including, but without limitation, commercial, political and similar, visible from neighboring Units, shall be erected or maintained upon any portion of the Building (including decks), except: (1) Standardized unit number signs to be installed by Declarant outside the entrance of each Unit; and (2) one "For Sale" sign of reasonable proportions. The Board or its designee shall have the right to enter a Unit and remove any sign in violation of this Section and such action shall not be deemed a trespass. The Board shall not be responsible for any damage done to a Unit, the Building or the sign in removing the non-conforming sign, and all costs of removing and caring for the non-conforming sign as incurred by the Board shall be assessed against the applicable Unit owner. This Section shall not apply to Declarant.

3.11 **Nuisance.** No noxious or offensive activity shall be carried on upon the Property or in or upon any Unit, 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 Unit, or in their enjoyment of the General Common Elements. Without limiting the foregoing, no horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Property and Units, shall be placed or used upon any Unit.

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

3.13 **Storage of Firewood; Exterior Fires**. The cutting and storage of firewood and flammable materials by an Owner is prohibited on the Property. Exterior fires are prohibited on the Property, including charcoal grills, outdoor chimneys (or chimeneas), wood or similar cooking smokers, or fire pits. The burning of trash, organic matter or miscellaneous debris shall be prohibited on the Property. Propane powered grills are allowed but must be kept under a grill cover when not in use.

3.14 **Restrictions Regarding Exteriors**. No changes, modifications or improvements may be made to the exterior of any Unit without the approval of the Board. The following items are prohibited from being attached, stored or erected in any manner by an Owner on the Common Elements: bicycles or any other recreational device (including kayaks, ski equipment or playground equipment), trash containers, decorative flags, banners, placards, pictures, screens, outside clothing lines or other outside clothes drying or airing facilities, string lighting, or any similar items. For each violation of this Section, the Association may assess a penalty of \$100.00 per violation in addition to the other remedies set forth in this Declaration after notice and a reasonable opportunity to cure.

3.15 **Satellite Dishes**. Unless approved in writing by the Declarant or Association, no exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device shall be permitted outside any Unit, on the exterior of the Building and/or within the LCE-Deck. Declarant or the Association may install one or more exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device for the Building.

3.16 **Outdoor Lighting**. No additional outdoor lighting fixtures shall be allowed without Board approval and even then, shall not cause a nuisance to any adjacent Units. All interior lights shall be designed to avoid emission of glare or unreasonable brightness from any window, door or other opening in the Building.

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

3.18 **Mortgage**. Each Owner shall have the right to mortgage or otherwise encumber his/her Unit, however, no Owner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Elements or any part thereof except the undivided interest appurtenant to his Unit. Any mortgage or other encumbrance of a Unit shall be subordinate to this Declaration, and in the event of foreclosure, the provisions of this Declaration shall be binding upon any Owner whose title is derived through the foreclosure, whether it be by private power of sale, judicial foreclosure or otherwise.

3.19 **Subdivision and Inseparability**. No Unit may be subdivided or partitioned into two or more Units. All rights appurtenant to Unit ownership are inseparable and pass with title to each Unit.

3.20 **No Partition.** The Common Elements are owned in common by all the Owners and no Owner may bring any action for partition thereof.

3.21 **Easement for Repair, Maintenance and Emergencies.** Some portions of the Common Elements are or may be located within the Units or may be conveniently accessible only through the Units. The Association shall have the irrevocable right to access each Unit from time to time during reasonable hours and with prior notice to the Owner or Occupant, as may be necessary for the maintenance, repair, or replacement of any portion of the Common Elements located therein or accessible therefrom. The Declarant also retains the irrevocable right to access each Unit in order to make emergency repairs necessary to prevent damage to the Common Elements or to any Unit. The Association shall have a master key to all Units for access in accordance with the rights granted in this Section.

3.22 **Domestic Animals.** No more than 2 cats, dogs or other domestic animals which are normally kept and maintained indoors may be kept in a Unit without the approval of the Declarant. If any pets are caught or identified chasing or harassing wildlife or people, or causing a nuisance, the Declarant shall have the authority to penalize the owner of such animal not more than \$100.00 for a first offense, and \$200.00 for a second offense. The Declarant has the authority to impound the animal after a third offense and ban that animal from the Property, and the owner of such impounded animal shall be solely responsible for all impoundment costs and waives all recourse against Declarant.

3.23 **Mineral Rights.** The Association shall hold all mineral rights, if any, for the Property.

Article IV - Membership and Voting Rights

4.1 **Function of the Association.** The Association shall be the entity responsible for management, maintenance, operation and control of the homeowner's association created herein. 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.

4.2 **Membership.** Every Owner of a Unit, by virtue of their purchase of a Unit or the acceptance of a deed therefore, shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, Unit ownership. The respective voting percentages allocated to each Unit are set forth in **Exhibit A**. When more than one person or entity holds an interest in a Unit, all such persons or entities shall be Members; however, the vote for such a Unit shall be exercised collectively as those Members determine among themselves. In no event shall more than one vote be cast with respect to any Unit. The membership rights of an Owner that 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 Rules and Regulations.

4.3 **Voting.** The Association shall have one class of membership. The total number of votes that may be cast by all members of the Association equals the total number of Units and each Owner shall be entitled to vote in the percentages shown on Exhibit "A" attached hereto. All votes of the Members shall take place at an annual or special meeting of the Members or via written ballot. A Member may vote by proxy so long as notice of such proxy designation has been received by the Association. Voting rights as to each Unit shall vest upon transfer of a deed of conveyance of a Unit to an Owner.

4.4. **Notice of Meetings.** All Members shall be sent notice of meetings (except emergency meetings) at least 20 days in advance of the meeting.

4.5. **Quorum; Member Action.** Unless otherwise set forth herein, all Member action taken under this Declaration shall be taken in the following manner: a quorum of the Members shall be present at a meeting of the Members and/or in the case of a ballot vote, a quorum of the Members shall have timely submitted a completed ballot. A quorum of the Members means the presence of (or submission of ballots by) Members holding at least 60% of the voting rights in the Association. If the required quorum is not present at a meeting, another meeting may be called and the required quorum at the subsequent meeting shall be reduced to Members holding at least 30% of the voting rights in the Association (there shall be no reduced quorum requirement for ballot initiatives). If a quorum is obtained, the Members may take action by a vote of the Members holding a majority of the voting rights in the quorum.

4.6. **Suspension of the Right to Vote.** If any Owner or Occupant violates any of the provisions of this Declaration, the Bylaws or the Rules and Regulations of the Association, the rights and privileges of such Owner, including but not limited to the right to vote, may be suspended by the Board.

Article V-Association Management

5.1. **Board of Directors.** The affairs of the Association shall be managed by a Board of Directors. The Board shall be comprised of 3 Owners. Prior to Declarant Termination, Declarant shall control 2 of the 3 Director seats on the Board including the power of appointment.

- (a) The Members shall have the right to elect the Directors at any annual meeting of the Association.
- (b) A Director who sells his Unit shall be automatically removed from the Board. In such a case, the Members shall have the right to elect a replacement Director at a special meeting of the Association.

5.2. **Power of the Board.** The Board shall have the powers enumerated in this Declaration, the Bylaws, and those otherwise provided to boards of directors for nonprofit corporations by the laws of the State of Wyoming.

5.3. **Responsibilities of the Board.** The Board shall maintain and operate the Common Elements for the benefit of the Owners and administer all aspects of the business of the Association. The Board may hire or otherwise engage a management company to manage its affairs or any part thereof, as it deems advisable for the operation of the Property.

Article VI--Assessments

6.1. **Budget.** At least 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. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from

sources other than assessments levied against the Units, and the amount to be generated through the levy of Base Assessments, Special Assessments and Specific Assessments.

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.

6.2 Creation of the Lien and Personal Obligation of Assessments. Each Owner, by acceptance of a deed, whether or not it shall be stated in such deed, is deemed party to this Declaration and agrees to pay to the Association: (1) Base Assessments, (2) Special Assessments for capital improvements, and (3) Specific Assessments for damages caused by an Owner or Occupant (collectively "Assessments"). All Assessments together with interest, costs, and reasonable attorneys' fees as set forth below ("Costs"), shall be a charge and a continuing lien upon the Unit assessed. Assessments and Costs shall also be the personal obligation of the Owner. The personal obligation for delinquent Assessments and Costs shall not pass to successors in title unless expressly assumed in writing by the successor; however, the Assessment and Costs amounts shall attach to the Unit regardless of whether or not a lien is filed with the County Clerk.

6.3 Purpose of Assessments. The Assessments shall be used exclusively to promote the health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the Common Elements.

6.4 Base Assessment. The Base Assessment shall be based upon advanced estimates of the costs and expenses arising out of or connection with the Association's (i) administration and management of the Property, (ii) repair, maintenance and operation of the Common Elements, (iii) premiums for insurance policies required or permitted to be maintained under this Declaration, (iv) legal and accounting fees, (v) creation and maintenance of a reserve fund for periodic maintenance, repair and replacement of the Common Elements, and (vi) activities authorized by the Board. Base Assessments shall be allocated amongst the Owners in accordance with the Assessment Percentage as set forth in Exhibit A.

The Board may revise the budget and adjust the Base Assessment from time to time during the year. However, any increase in the amount of the Base Assessment shall be limited to a 20% increase from the previous year.

6.5 Special Assessments. The Association may levy Special Assessments to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within the Common Elements, provided that such Assessment shall be approved by Owners holding at least 50% of the voting power in the Association. Special Assessments may be amortized for up to a twelve-year period, provided that the capital improvement work commences within one year of the initial vote approving the Special Assessments. Upon the sale or transfer of any Unit, that Unit's pro-rata share of the outstanding balance of a Special Assessment shall be paid in full at closing or transfer.

6.6 Individual Assessments. The Board may levy Individual Assessments against one or more specific Owners for expenses related to that Owner or those Owners' Units. Individual Assessments may

also be levied to remedy any violation of this Declaration, subject to prior notice and at least a 30-day opportunity to cure.

6.7 **Other Assessments.** The Board may levy Assessments against one or more Unit Owners for costs associated with the repair, maintenance and replacement of the Limited Common Elements.

6.8. **Capital Reserve Account.** The Board shall prepare and review at least once every 5 years a reserve budget for the Common Elements and other assets of the Association. The budget shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may include in the Common Expense budget, as appropriate, a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect to both amount and timing by annual contributions over the budget period.

6.9 **Rate of Assessment.** Base and Special Assessments will be allocated among the Owners in accordance with their Unit's Assessment Percentage as set forth in Exhibit A. Assessments may be collected on a monthly, quarterly, or annual basis.

6.10 **Establishment of Assessment Due Dates; Estoppel Certificate.** No Assessment shall be due until at least 30 days after approval. Notice of the Assessments shall be sent to every Owner. The due dates shall be established by the Board. The Association shall, upon demand, and for a nominal charge, furnish an estoppel certificate signed by an officer of the Association setting forth whether the Assessments on a specified Unit have been paid.

6.11 **Effect of Nonpayment of Assessments; Remedies of the Association.** Any Assessment or fine not paid within 30 days after the due date shall bear interest from the due date at the rate of 18% per annum. Additionally, if an Owner fails to pay an Assessment within 60 days after it is due, the Board, in its sole discretion, may choose to sue an Owner to recover the amount owed or may foreclose a lien against the Unit to recover the amount owed. No Owner may waive or otherwise escape liability for Assessments by non-use of the Common Elements or abandonment of his/her Unit.

6.12 **Subordination of the Lien to Mortgages.** Liens of Assessment and Costs are subordinate to the lien of any mortgage recorded prior to the lien. The sale or transfer of any Unit shall not affect the assessment lien unless it is extinguished in foreclosure.

6.13 **Foreclosure.** In the event of foreclosure by a mortgagee of a mortgage recorded prior to an Association held lien, the purchaser at a foreclosure sale shall be liable for Assessments accrued from the date of the foreclosure sale.

Article VII—Maintenance Responsibilities

7.1 Association's Responsibility; Maintenance of Common Elements.

(a) The Association shall provide maintenance of the Common Elements, including but not limited to exterior maintenance, interior maintenance, repair and replacement for the Buildings and maintenance of all landscaping, walks, and other exterior or interior improvements on the Property which are not part of a Unit. The Association shall also be responsible for the repair, maintenance and replacement of all exterior windows and window frames, and any interior walls outside of a Unit, LCE-

Parking and LCE-Decks. The Association shall undertake snow removal from the parking and travel surfaces and stair wells, but Owners shall be responsible for snow removal from the decks appurtenant to their Unit. However, if it is determined by the Board that an Owner, through its act or omission damaged an element for which the Association would normally be responsible, that Owner shall be assessed for the cost of repair, maintenance and replacement arising from their act or omission.

(b) The Association shall maintain, repair and replace all utility services or other types of elements and easements that are utilized in common, such as, but not limited to, sewer or water lines, up to the connection point at the boundary of each Unit. The maintenance of certain utilities within the Common Elements is a shared expense with the owner(s) and/or homeowners association of Lot 1, according to the Lot Split Plat and as further provided in the Lot Split CCRs.

(c) The Association, acting through its Board, shall be obligated to maintain landscaping on the Property.

(d) The costs associated with the maintenance, repair and replacement of those items that the Association is obligated to maintain, repair and replace in the Common Elements shall be a Common Expense; provided, if the Board reasonably determines that the expenses associated with the maintenance, repair or replacement is necessitated by the act, negligence or willful misconduct of one or more Owners or their guests or Occupants, then the Board may assess the full amount of such maintenance, repair or replacement against such Owner(s) and their Units as a Specific Assessment.

(e) No Owner may repair or maintain the Common Elements without the express written permission of the Board.

7.2 Owner Responsibility. Each Owner shall maintain, repair and replace, at such Owner's expense, all portions of the Owner's Unit, including internal installations such as appliances, heating, plumbing, electrical and air condition fixtures, and any other utility service facilities located within the boundaries of their Unit. It is also each Owner's responsibility to maintain, repair and replace, at such Owner's expense, the appurtenances to such Owner's Unit, including, without limitation, windows, doors, sliding doors, vestibules and entry-ways, and of all associated structures and fixtures therein. The forgoing obligations include, without limitation, the responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances. Each Owner shall be responsible for the removal of all snow, leaves and debris from the LCE-Deck appurtenant to such Owner's Unit. If any Owner fails to maintain, repair and/or replace the items that it is obligated to maintain, repair and replace, the Declarant and/or the Association shall be authorized, after providing fifteen (15) days' notice to the Owner, to enter upon the Unit or the Limited Common Element to cure such failure and to assess all costs incurred against the Unit and the Owner thereof as a Specific Assessment.

Article VIII—Insurance

8.1 Required Coverages. The Association shall obtain and at all times maintain in full force and effect the following insurance policies provided by companies authorized to do business in Wyoming. Such insurance shall be covered in a form or forms naming the Association as the insured as trustee for the Owners and which policy or policies shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Owners and for the respective first

mortgages with such proceeds to be used in accordance with this Declaration. Any Owner may request a copy of such policy.

- (a) **Property Casualty Insurance.** A policy covering damage or destruction of the Property and Building. Such insurance shall be in accordance with the coverage customarily maintained by other condominium properties similar in construction, design and use, shall include fire and extended coverage, and shall be in an amount equal to 100% of the replacement cost of the Property and Buildings, exclusive of land, foundation and other items normally excluded from coverage.
- (b) **General Liability Insurance.** A policy of broad form comprehensive general liability insurance in such amounts deemed appropriate by the Board.
- (c) **Additional Coverage.** Such other policies of insurance that the Board deems appropriate from time to time.

All policies shall provide for a waiver of subrogation by the insurer as to claims against the Association, the Board, employees and agents and against each Owner then their employees, agents and guests and shall provide that the insurance policy shall not be brought into contribution with insurance maintained by any Owner or mortgagee.

The Association shall receive the proceeds of any casualty insurance maintained under this article. The Association shall apportion the proceeds to the portion of the Building which have been damaged and shall determine the amount of the proceeds attributable to damage to the Common Elements.

In the event of a condemnation by any governmental entity, the condemnation award shall be apportioned in the same manner as an insurance award.

If reconstruction is required pursuant to Section ___, the proceeds will be used for such purpose. To the extent reconstruction is not required and there is a determination by 80% of the Members that the Building shall not be rebuilt, the proceeds shall be distributed in the proportions set forth in **Exhibit A**. Each Owner and each Mortgagee shall be bound by the apportionment of damage and of the insurance proceeds made by the Association under this article.

8.2 Owner's Individual Insurance. Each Owner shall obtain and maintain at all time during their ownership of a Unit, casualty insurance coverage for such Owner's Unit in an amount not less than 100% of the cost to replace the Unit, to the extent not covered by the Association's insurance. The premium and deductible costs associated with such Owner's individual insurance shall be paid by the Owner. All insurance policies on an Owner's Unit shall waive the insurance company's right of subrogation against the Association, the other Owners, and the Occupants. Each Owner shall provide the Board with a declarations page of such insurance policy upon demand.

8.3 Actions Affecting Cost and Coverage. No Owner or Occupant shall permit anything to be done or kept in such Owner or Occupant's Unit or in the Common Elements that would result in an increase of the cost or the cancellation of insurance on any Unit or any part of the Property or Building.

8.4 Restoring Damaged Improvements. In the event of damage to or destruction of property which 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 applicable to the building codes.

Damaged improvements on the Property shall be repaired or reconstructed unless the Board, using reasonable judgment and in reliance upon professional estimates and advice, determines either that i) such full repair and/or restoration is physically impossible, ii) more than 60% of the Property has been damaged or destroyed, or ii) available insurance proceeds are less than eighty percent (80%) of the cost of such repair and/or restoration, and at least 80% of the Owners of damaged or destroyed Units decide, within 60 days after the determinations set forth in i), ii) or iii) above have been made, not to repair or reconstruct. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the insured improvements 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 outlined in Exhibit A and the insurance proceeds available. All mortgages, liens and other charges against the Units 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 Units, 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 8.1.

Article IX - General Provisions

9.1 **Bylaws.** The Board shall have the right to adopt Bylaws to govern affairs of the Association as a corporation. Nothing in the Bylaws may contravene the terms of this Declaration.

9.2 **Rules and Regulations.** The Board may adopt Rules and Regulations governing the use of the Property. The Rules and Regulations may also provide for the imposition of fines for violations of the Governing Instruments but may not contravene the terms of this Declaration.

9.3 **Violations, Enforcement and Costs.** The Board or any Owner may take judicial action against any Owner to enforce compliance with this Declaration, the Bylaws and any promulgated Rules and Regulations or to obtain damages for noncompliance therewith. The prevailing party in such action shall be entitled to recover its incurred costs, including reasonable attorneys' fees.

9.4 **Indemnification.** Members of the Board of Directors shall have no individual liability. The Association shall indemnify the officers and Board of Directors of the Association, their agents, successors and assigns, from all claims, suits, action, or damages arising from any personal injury, loss of life and/or damage to property sustained on or about the Property, or arising out of the enforcement of this Declaration. The indemnification is valid only if the officer or director in question acted in good faith and did not violate their mandated duties.

9.5 **Notification of Transfer of Ownership.** Within five business days of the transfer of title of any Unit, the transferring Owner shall notify the Board in writing. The Notice shall provide (i) the name of the transferee and transferor, (ii) the Unit transferred, (iii) the transferee's contact information, and (iv) the date of the transfer.

9.6 **Joint and Several Liability.** In the case of joint ownership of a Unit, each of the Owners shall be jointly and severally liable for the obligations imposed by this Declaration.

9.7 **Approvals and Variances.** The Board is authorized to grant variances from the terms of this Declaration in cases of special circumstances or practical difficulties not the fault of an Owner, or unnecessary hardship not caused by an Owner; provided, however, that no such variance shall have a material adverse effect on any other Units and any such variance shall be in accordance with the purposes and intent of this Declaration and all such variances shall be the smallest deviation from the provisions of this Declaration to achieve the desired effect sought by the variance. The granting of one variance does not obligate the Board to grant a subsequent variance.

9.8 **Severability.** Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

9.9 **Headings.** Article and Section headings contained herein are for informational purposes only and shall not control or affect the meaning or construction of any of the provisions hereof.

9.10 **Amendment.** This Declaration may be amended unilaterally and at any time by Declarant prior to Declarant Termination. After Declarant Termination, this Declaration may be amended by an instrument signed and acknowledged by Owners representing not less than 75% of the voting percentage in the Association. Any amendment must be recorded with the Teton County, Wyoming Clerk.

9.11 **Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of Wyoming. Venue for any lawsuit brought under this Declaration shall lie exclusively in the 9th Judicial District, Teton County, Wyoming.

Article X-Declarant Reserved Rights

10.1 The following rights are hereby reserved for the benefit of Declarant until Declarant Termination: (i) to complete the improvements indicated on the Plat and the design and construction documents for the Property; (ii) to have an easement for access over, under and through the Common Elements, and to use and grant easements through the Common Elements to Declarant, any Owner, neighboring properties, utility companies, or others persons; (iii) to delay the filing of the Articles for the Association, creation of Bylaws and Rules and Regulations, or to delay the commencement of Association meetings or to delay implementation of Association assessments as may be required herein or in the Bylaws; (iv) to alter, amend, expand, retract, eliminate, vacate or otherwise change the Common Elements, or any portion thereof, as necessary to enhance the value or purpose of the Property or to exercise Declarant's reserved rights hereunder, including without limitation the right to eliminate walls, roofs, overhangs, conduit, pipes and the like deemed to be Common Elements; (v) to vacate and replat the Plat, or portions thereof, from time to time, to conform the same to the actual location of any of the constructed improvements and to establish, vacate and relocate utility easements, access easements, and on-site parking areas, and as necessary to exercise Declarant's reserved rights to change the Common Elements or to annex additional property; (vi) to renovate, redesign, reassign,

combine or make any changes to the Common Elements of the Property so long as any such changes do not diminish the overall square footage of all of the Common Elements by more than fifteen percent (15%); (vii) to annex additional property and Units to the Condominium Plat, whether such property is owned by the Declarant or not, and to impose additional easements and covenants on such additional property; (viii) to amend the percentage of ownership in the common elements and voting percentages of the Owners consistent with such annexation of additional property and Units to the Condominium, so long as such percentage of ownership is equitable; (ix) to grant in connection with such annexation temporary construction easements as necessary to accommodate construction of or on any annexed or neighboring property and to grant in connection with such annexation permanent easements as necessary for the orderly annexation of the property, including without limitation easements for utility lines and data transmission; and (x) to submit the Condominium to a master association and to merge or consolidate like-kind associations.

For purposes of annexing additional property into the condominium regime established by this Declaration and for purposes of making changes to the Common Elements for the benefit of some or all of the Owners, all of the Owners hereby, and by acceptance of deed for a Unit hereafter, irrevocably appoint the Declarant their attorney-in-fact for purposes of amending the percentages of ownership in the Common Elements, amending or supplementing the Declaration and all other Governing Documents, and vacating the Plat or portions thereof and filing additional Plat maps applicable to the Property. Such appointment of Declarant as the attorney-in-fact of each Owner shall remain effective and valid until Declarant Termination and each Owner, by acceptance of a deed for such Owner's Unit shall be deemed to consent to and ratify such appointment and as necessary to appoint Declarant as such Owner's attorney-in-fact.

IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument as of the date first above written.

Westview Partners, LLC,
a Wyoming limited liability company

By: _____

Name: Hunter McCardle

Title: Manager

STATE OF _____)

) ss

COUNTY OF _____)

On this _____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared Hunter McCardle for Westview Partners, LLC, a Wyoming limited liability company, and known to me, or proven by satisfactory evidence, to be the Manager of the company that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the company, by authority of Statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the limited liability company.

WITNESS my hand and official seal.

Notary Public

Exhibit A

Unit Number	Ownership % of Common Elements

DRAFT

Issued To:

Red Roots Communities
P.O. Box 174
North Garden, VA 22959
(434) 326-2118

Report No.: W-23914
Effective Date: November 13, 2020
Current Date: December 7, 2020
Cost: \$250.00

Project Reference: Lot 2 of the Westview Addition

Property Address: TBD Highway 22, Jackson, WY 83001

County: Teton

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

Westview Partners, LLC, a Wyoming limited liability company

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

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

Issued By:

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

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

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-23914

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 2 of the Westview Addition to the Town of Jackson, Teton County, Wyoming according to that plat recorded in the Office of the Teton County Clerk on April 7, 2020 as Plat No. 1411.

PIDN: 22-41-16-32-1-AB-002

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-23914

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

1. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights claims or title to water, (d) any right title or interest in any sand and gravel and/or minerals including access to and from to extract minerals, mineral rights, or related matters, including, but not limited to oil, gas, coal and other hydrocarbons, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
3. Taxes, special and general, assessment districts and service areas for the year 2020.
Tax ID No.: OJ-005265
1st Installment: \$4,352.71 PAID
2nd Installment: \$4,352.70 OPEN

*Includes other Lands.

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

4. Assessments for the Spring Creek Improvement and Service District, if any, which are excluded from the coverage afforded hereby.
5. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the State of Wyoming in a document recorded September 5, 1946, as (instrument) Mixed Records (book) 6 (page) 48, 49 & 50, Official Records:
Purpose: Right of way and incidental purposes
[B6P48-49-50 MR](#)
6. All matters as delineated on the Official Map of Survey - Property of Jack Corbin, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Map No. T-38A.
[Map T-38A](#)
7. The terms, conditions and provisions as contained in the Agreement entitled "Spring Creek Improvement and Service District", by and between Spring Creek Improvement and Service District and Jackson Hole Choice Meats, Inc., dated May 27, 1998, recorded June 10, 1998, as (book) 356 (page) 161, Official Records.
[B356P161](#)
8. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Power and Light, Inc., recorded December 14, 1998, as (book) 367 (page) 432, Official Records.
[B367P432](#)
9. All matters as delineated on the Official Map of Survey prepared for JLC Development, LLC, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Map No. T-30F.
[Map T-30F](#)

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-23914

10. The terms, conditions and provisions as contained in the Agreement entitled "Development Agreement", by and between F.S.D. Investments, LLC, a Wyoming limited liability company and Town of Jackson, dated March 20, 2017, recorded April 13, 2017, as (instrument) 0925305 (book) 943 (page) 474, Official Records.
[B943P474](#)

An Assignment by and between F.S.D. Investments, LLC, a Wyoming limited liability company and Westview Partners, LLC, a Wyoming limited liability company, recorded June 25, 2019, as (instrument) 0972279 Official Records.

[0972279](#)

First Amendment to the Development Agreement, recorded June 25, 2019, as (instrument) 0972280 Official Records.

[0972280](#)

11. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted in a document recorded June 25, 2019, as (instrument) 0972281, Official Records:

Purpose: Utilities

[0972281](#)

12. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing to secure an indebtedness and any other obligations secured thereby in the amount of \$7,390,000.00, dated June 21, 2019, recorded June 25, 2019, as (instrument) 0972277, Official Records.

Mortgagor: Westview Partners, LLC, a Wyoming limited liability company

Mortgagee: Corevest American Finance Lender LLC, a Delaware limited liability company

Collateral Assignment of Sales Contracts, recorded June 25, 2019, as (instrument) 0972278 Official Records.

An agreement to modify the terms and provisions of said Mortgage recorded May 4, 2020, as (instrument) 0989525, Official Records.

The Beneficial Interest under said Mortgage was assigned of record to CF Corevest Purchaser LLC, a Delaware limited liability company, by assignment recorded May 26, 2020, as (instrument) 0990601, Official Records.

The Beneficial Interest under said Mortgage was assigned of record to CAF Borrower GS LLC, a Delaware limited liability company, by assignment recorded May 26, 2020, as (instrument) 0990605, Official Records.

13. Terms and conditions of that Pedestrian Easement, recorded May 4, 2020, as (instrument) 0989528, Official Records.

[0989528](#)

14. Utility & Pedestrian Easement, including the terms and conditions contained therein, recorded May 4, 2020, as (instrument) 0989529, Official Records.

[0989529](#)

15. All matters as delineated on the Official Plat of Westview Addition to the Town of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 1411.

[Plat 1411](#)

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-23914

16. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, recorded November 18, 2019, as (instrument) 0981516, Official Records.
[0981516](#)
17. Terms, provisions, covenants, conditions, restrictions and easements, provided in the Covenants, Conditions and Restrictions, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, in document recorded April 10, 2020, as (instrument) 0988615, Official Records.
[0988615](#)

***** End of Schedule *****

T41N R116W

LEGEND

boundary of this subdivision
boundary is within this subdivision
boundary defining property
boundary, or noted
measures bearing & distance
record bearing & distance, Warranty Deed DOC 09/22/275
100.00' 25.25' 25.25' 100.00' 25.25' 25.25' (loc. 69)
100.00' 25.25' 25.25' 100.00' 25.25' 25.25' (loc. 69)

FINAL PLAT
**WESTVIEW ADDITION
TO THE TOWN OF JACKSON**
LOCATED IN THE
SW 1/4 NEF 1/4 SECTION 22
TOWNSHIP 41 NORTH, RANGE 16 WEST 6TH P.M.
TOWN OF JACKSON, TETON COUNTY, WYOMING
SHEET 2 OF 2

三

JORGENSEN
JACKSON, WYOMING 307.733.5150

A scale bar consisting of a black and white checkered pattern. Above the pattern, the text 'SCALE, 1 INCH = 20 FEET' is printed vertically. Below the pattern, the text 'THIS SCALE VALID ONLY FOR 24x36 PRINTS' is printed vertically.



WARRANTY DEED

Released	
Indexed	✓
Abstracted	
Scanned	

F.S.D. Investments, LLC, a Wyoming limited liability company, GRANTOR(S), of
PO Box 9879, Jackson, WY 83002, for Ten Dollars (\$10.00) and other good and
valuable consideration in hand paid, receipt of which is hereby acknowledged,
CONVEY(S) AND WARRANT(S) TO Westview Partners, LLC, a Wyoming limited
liability company, GRANTEE(S), whose address is PO Box 174, North Garden, VA
22959, the following described real estate, situated in the County of Teton, State of
Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead
exemption laws of the State of Wyoming, to-wit:

As Described in Exhibit A, attached hereto

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

GRANTOR: F S D INVESTMENTS LLC
GRANTEE: WESTVIEW PARTNERS LLC
Doc 0972275 Filed At 15:51 ON 06/25/19
Sherry L. Daigle Teton County Clerk fees: 21.00
By Mary Smith Deputy

WITNESS the due execution and delivery of this Warranty Deed this 18
day of June, 2019.

F.S.D. Investments, LLC, a Wyoming limited liability
company

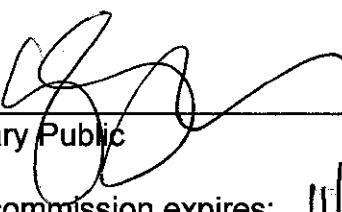


Eric Grove, Executive Committee/Member

STATE OF Wyoming,
COUNTY OF Teton; ss.

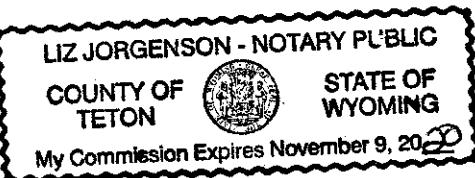
The foregoing instrument was acknowledged before me by Eric Grove, Executive
Committee/Member of F.S.D. Investments, LLC, a Wyoming limited liability company
this 18 day of June, 2019.

WITNESS my hand and official seal.



Notary Public

My commission expires: 11/9/20



WITNESS the due execution and delivery of this Warranty Deed this 18
day of June, 2019.

F.S.D. Investments, LLC, a Wyoming limited liability
company

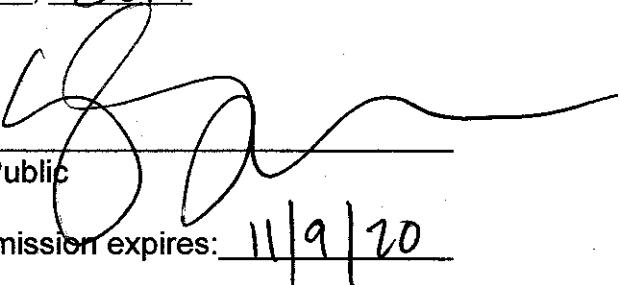


Charlie Schwartz, Executive Committee/Member

STATE OF Wyoming, ss.
COUNTY OF Teton

The foregoing instrument was acknowledged before me by Charlie Schwartz,
Executive Committee/Member of F.S.D. Investments, LLC, a Wyoming limited liability
company this 18 day of June, 2019.

WITNESS my hand and official seal.



Notary Public

[S E A L]

My commission expires: 11/9/20

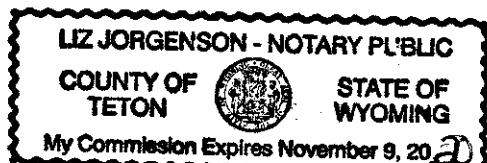


EXHIBIT "A"
LEGAL DESCRIPTION

A tract of land lying within the Southwest Quarter of the Northeast Quarter of Section 32, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming and more particularly described as follows:

Beginning at a point on the northerly right-of-way of State Highway 22, said point being marked by a concrete right-of-way marker with brass cap and lying South 18 degrees 36' 30" East, 1481.15 feet from the North Quarter Corner of said Section 32;

Thence North 67 degrees 13' 30" East, 25.35 feet along the right-of-way of said Highway 22 to a point marked by a concrete right-of-way marker with brass cap;

Thence North 23 degrees 36' 30" West, 54.13 feet along the right-of-way of said Highway 22 to a point marked by a 5/8" diameter by 16" long steel reinforcing bar with surv-kap inscribed: "NELSON ENGR PE & LS 578", said point lying on the North line of said Southwest Quarter of the Northeast Quarter;

Thence South 88 degrees 35' East, 253.63 feet along the North line of said Southwest Quarter of the Northeast Quarter to a point marked by a 5/8" diameter by 16" long steel reinforcing bar with surv-kap inscribed: "NELSON ENGR PE & LS 578";

Thence South 40 degrees 11' 30" East, 86.66 feet to a point marked by a 3/8" diameter by 12" long steel spike;

Thence South 49 degrees 31' West, 292.50 feet to a point on the northerly right-of-way of said Highway 22 and marked by a 5/8" diameter by 16" long steel reinforcing bar with surv-kap inscribed: "NELSON ENGR PE & LS 578";

Thence North 23 degrees 36' 30" West, 221.50 feet along the northerly right-of-way of said Highway 22 to the Point of Beginning.

PIDN: 22-41-16-32-1-00-008

• Public Notices •

storageauctions.net (search auctions in zip code 83001) the personal property heretofore stored with the undersigned by:

Jackson, Wyoming
Creekside Village Parking Lot Replacement (2021)

Anthony Saladino
708 La Loma Lane
Corona, California 92879
Storage Unit # A39

Sarah P. Tom
P.O. Box 2005
Wilson, Wyoming 83014
Storage Unit # D24

Jason Sterna
P.O. Box 601
Jackson, Wyoming 83002
Storage Unit # 241

standoff situation. Jim Rooks made comment for transparency that he was a member of the Trout Unlimited Jackson Chapter. Town Manager's Report. A motion was made by Jessica Chambers and seconded by Jonathan Schechter to accept the Town Manager's Report into the record. The Town Manager's Report contained an update on housing available through the Housing Department related to COVID and a revolving right of purchase through the Housing Trust at Arbor Place. Mayor Levinson called for the vote. The vote showed 5-0 in favor and the motion carried. Adjourn. A motion was made by Jonathan Schechter and seconded by Jessica Chambers to adjourn the meeting. Mayor Levinson called for the vote. The vote showed 5-0 in favor and the motion carried. The meeting adjourned at 6:41 p.m. minutes:spb. Review complete & approved minutes at www.jacksonwy.gov/491
Publish: 01/13/2021

• REQUEST FOR BIDS •

ADVERTISEMENT FOR BIDS Town of Jackson, Wyoming 2021 Spring Street Patching Project; ToJ Bid No. 20-21

Notice is hereby given that the Town of Jackson, Wyoming is requesting Bids for the construction of 2021 Spring Street Patching Project. Sealed bids will be received at the Office of the Town Clerk, Town of Jackson, PO Box 1687, located at 150 East Pearl Avenue, Jackson, WY 83001 (Town Hall), emailed

bids will be received at shurdyskaw@jacksonwy.gov, until Thursday, February 4, 2021 at 2:00 PM local time. At that time, the Bids received will be publicly opened and read. Bids shall be delivered according to the Instructions to Bidders. Street patching consists of approximately 25,000 square feet of asphalt; street patching in various locations throughout the Town of Jackson. Wyoming. Construction timeline: April 15th through May 28th, 2021. Issuing Office: Town of Jackson Engineering Division townengineering@jacksonwy.gov (Phone: 307-733-3079) Digital bidding documents at www.questcdn.com. QuestCDN project No. 7487895.
Publish: 01/13, 01/2021

GENERAL PUBLIC NOTICES

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with §18-5-306 Wyoming Statutes, Westview Partners, 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 16 condominium units. The project is located on 1.1 acres, (generally) described as a portion of the SW 1/4 NE 1/4 of Section 32, Township 41N, Range 11W. The site is situated at the "Y" Hwy 89. The street address is 1250 West Hwy 22, Jackson, WY. The name of the proposed subdivision is Westview Condominiums Addition.

Sealed bids will be received in the office of the Nelson Engineering, P.O. Box 1599, 430 South Cache Street, Jackson, Wyoming until February 3rd, 2021 at 2PM. All bids will be publicly opened and read aloud via virtual teleconference immediately thereafter at the same location. Bids shall be sealed in an envelope plainly marked with the Bidder's name and the following title: Creekside Village Parking Lot Replacement (2021)

The Creekside Village HOA reserves the right to reject any and all bids, and to waive all informalities.

Publish: 01/06, 01/13, 01/2021

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
William Bain Campbell Jr.,
Deceased.

NOTICE OF PUBLICATION

3
3
3

• CONTINUED PUBLICATIONS •

ADVERTISEMENT FOR BIDS

Jackson, Wyoming
Creekside Village Parking Lot Replacement (2021)

Notice is hereby given that the Creekside Village HOA is accepting sealed bids for a general contract to consist of the Creekside Village Parking Lot Replacement (2021) project.

The project is generally described as removal and replacement of an existing 9500 s.f. asphalt parking lot, replacement of site lighting, landscaping, stormwater detention and erosion control devices.

The Issuing Office for the Bidding Documents is: Nelson Engineering, P.O. Box 1599, 430 S. Cache St. Jackson, WY 83001, bolson@nelsonengineering.net. All official notifications, addenda, and other Bidding Documents will be offered only through the issuing office to those who have registered and received the Project Manual. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated issuing office.

Questions regarding the Bidding Documents should be directed to Josh Kilpatrick, PE, Nelson Engineering, Email: jkpatrick@nelsonengineering.net, Ph: 307-690-2086, or Braden Olson, Ph: 307-733-2087, olson@nelsonengineering.net.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents. A bid security in the amount of 5% of the bid shall accompany each bid. All bids are to be prepared in accordance with the Bidding Documents.

A MANDATORY Pre-bid Conference for the Project will be virtually held on Monday, January 25th, 2021 at 2:00 PM. Invitations to the teleconference will only be sent to bidders who have registered with the issuing office.

IN THE MATTER OF THE
CHANGE OF NAME OF
Angelique Bet Muller
Petitioner

STATE OF WYOMING
ss.
COURT OF
IN THE DISTRICT COURT
JUDICIAL DISTRICT
Civil Action Case No. 18-356
2021 DCR-01 DISTRICT COURT
FILED WYCO 3 PM 5-5-2021
IN THE DISTRICT COURT OF THE STATE OF WYOMING
IN AND FOR THE COUNTY OF TETON
NINTH JUDICIAL DISTRICT

• Public Notices •

yne desiring to file a public comment, statement, intervention petition or request for a public hearing, matter must file with the Commission in writing on or February 11, 2021. Any intervention request filed with transmission shall set forth the grounds of the proposed intervention or request for hearing as well as the position and arrest of the petitioner in this proceeding.

ou wish to intervene in this matter or request a public statement, or protest, and you require reasonable accommodation for a disability, please contact the Commission at 777-7427, or write to the Commission at 2515 War- rine, Suite 300, Cheyenne, Wyoming 82002, to make arrangements. Communications impaired persons may also mention Docket No. 30024-7-GR-20 (Record No. 15652).

January 11, 2021.

b: 01/20/21

SED TEMPORARY TURBIDITY INCREASE IN 3 AND CODY CREEKS

Wyoming Department of Environmental Quality has received a request from Alder Environmental a temporary increase in turbidity in Spring and Cody near Jackson, Wyoming. The temporary increase in is associated with proposed repair and maintenance justly constructed stream habitat structures. vity in cold water streams like Spring and Cody Creeks ally limited to a ten (10) NTU increase over back- Approval of this request would allow an exceedance of it for up to ten (10) total working days, subject to mon- 1. Section 28(c)(ii), of the WDEQ Water Quality Rules ulations, which allow for temporary elevated levels of reporting. This activity will follow the procedures in in certain circumstances. The applicant has secured a y Corps of Engineers 404 permit for the project. tests for information about the proposed turbidity should be directed to Eric Hargett by email (eric. hwyog.gov) or phone (307-777-6701). Comments must be d to Eric Hargett, Wyoming DEQ/WQD, 200 W. 17th 4TH floor, Cheyenne, WY, 82002, and be postmarked ore 5:00 p.m. on February 03, 2021 to be considered. email comments will not be accepted. Para español, 3 wyoming.gov.

ED TEMPORARY TURBIDITY INCREASE IN 3 AND CODY CREEKS

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 5 day of January, 2021.

Wyoming Department of Environmental Quality

has received a request from Alder Environmental

• INTENT TO SUBDIVIDE •

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Chapter 18-5-306, Wyoming Statutes 1977, as amended, that Kojak LLC intends to apply for a permit to subdivide in Teton County. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Council Chambers. Please contact the Planning Office at 733-0440 for the scheduled meeting date. The proposed subdivision contains 5 COMMERCIAL/RESIDENTIAL UNITS, which the commercial/residential lots average .02 acres per lot, the common area lot being re-configured to 1.13 acres. The project is located on 0.14 acres, generally described as Lots 9 of Metro Plateau, addition to the Town of Jackson Plat no. 1279, within Section 32, Township 41 North, Range 116 West, street addresses 1085 W. Highway 22. The site is accessed from U.S. Hwy 22 and will be named METRO PLATEAU SUBDIVISION THIRD ADDITION TO THE TOWN OF JACKSON.

Publish: 01/20, 01/27/21

• CONTINUED PUBLICATIONS •

STATE OF WYOMING) ss. IN THE DISTRICT COURT
COUNTY OF Teton) JUR. 4th JUDICIAL DISTRICT
IN THE MATTER OF THE)
CHANGES OF NAME OF) CIVIL ACTION CASE NO. 18-320
Angelic Beck Mallet)
Petitioner)
(current full name)

NOTICE OF PUBLICATION

You are hereby notified that a *Petition For Change of Name*, Civil Action No. 18-320 has been filed on behalf of (current full name) Angelic Beck Mallet in the 4th Judicial District, whose address is (Address of District Court) 180 South King, Jackson, WY 83001, the object and prayer of which is to change the name of the above-named person from Angelic Beck Mallet to Angelique Mallet.
(desired full name)

NOTICE OF PUBLICATION

ADVERTISEMENT FOR BIDS

Jackson, Wyoming
Creekside Village Parking Lot Replacement (2021)

Notice is hereby given that the Creekside Village HCA is accepting sealed bids for a general contract to consist of the Creekside Village Parking Lot Replacement (2021) project.

The project is generally described as removal and replacement of an existing 9500 s.f. asphalt parking lot, replacement of site lighting, landscaping, stormwater detention and erosion control devices.

The Issuing Office for the Bidding Documents is: Nelson Engineering, P.O. Box 1599, 430 S. Cache St., Jackson, WY 83001, nelson@nelsonengineering.net. All official notifications, addenda, and other Bidding Documents will be offered only through the issuing office to those who have registered and received the Project Manual. Neither Owner nor Engineer will be

Ariel Muller
Helsinki Group
272 East 7th Apt 5C
New York, New York 10009
Storage Unit # A34

Jamie Themadaja
P.O. Box 2385
Jackson, Wyoming 83001
Storage Unit # A40

Melissa Harper Cruz
P.O. Box 575
Jackson, Wyoming 83001
Storage Unit # 905

Publish: 01/13, 01/20/21

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with §18-5-306 Wyoming Statutes Westview Partners, 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 16 condominium units. The project is located on 1.1 acres, (generally) described as a portion of the SW 1/4 NE 1/4 of Section 32, Township 41N, Range 116W. The site is situated at the "Y" Hwy 89. The street address is 1255 West Hwy 22, Jackson, WY. The name of the proposed subdivision is Westview Condominiums Addition.

Publish: 01/13, 01/20/21