



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

<p>Date: September 10, 2021</p> <hr/> <p>Item #: P21-240</p> <hr/> <p>Planner: Tyler Valentine</p> <p>Phone: 733-0440 ext. 1305</p> <p>Email: tvalentine@jacksonwy.gov</p> <hr/> <p>Owner: Glenwood JH, Inc. 4011 80th St. Kenosha, WI 53142</p> <hr/> <p>Applicant: Jorgensen Associates PO Box 9550 Jackson, WY 83002</p>	<p style="text-align: center;">REQUESTS:</p> <p>The applicant is submitting a request for a Subdivision Plat for the property located at 185 N Glenwood St, legally known as LOTS 1-4, BLK. 6, JACKSON, PIDN: 22-41-16-28-4-10-001:</p> <p>For questions, please call Tyler Valentine at 733-0440, x1305 or email to the address shown below. Thank you.</p>
<p>Please respond by: September 24, 2021 (Sufficiency) October 1, 2021 (with Comments)</p>	

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



JORGENSEN
It's About People, Trust and Know How

PO Box 9550 · 1315 HWY 89 S., Suite 201
Jackson, WY 83002
PH: 307.733.5150
www.jorgeng.com

September 10, 2021

Mr. Tyler Valentine Town of Jackson Senior Planner

Re: The Glenwood Condominium Addition Plat Application – 185 N. Glenwood St.

Dear Tyler,

On behalf of Glenwood JH, Inc., the current owner of the property identified as Lots 1-4, Block 6, Town of Jackson, we are applying for subdivision of said property as a condominium addition. This subdivision is proposed as “The Glenwood Condominium Addition to the Town of Jackson”.

This submittal includes:

- Town of Jackson Application
- Copy of check for application fee of \$1,202 – check has been mailed
- Warranty Deed showing ownership
- Letter of Authorization assigning Jorgensen Associates, Inc. as agent
- Notice of Intent to Subdivide published 08/11/21 & 08/18/2021
- Ownership and Encumbrance Report (to satisfy Title Commitment requirement) dated July 16, 2021
- Draft Declaration of Covenants, Conditions, & Restrictions
- Draft Affidavits of Mortgagee
- Draft Subdivision Plat

If you need any other materials, please feel free to contact me at any time.

Thank you for your consideration in this matter.

JORGENSEN ASSOCIATES, INC.

Matt Gotham, PLS
Survey Manager



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/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 <http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-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

Date

Name Printed

Title



Town of Jackson Planning and Building Department

LETTER OF AUTHORIZATION
NAMING APPLICANT AS OWNER'S AGENT

Stephen R. Mills, President of Glenwood JH, Inc.

PRINT full name of property owner as listed on the deed when it is an individual OR print full name and title of President or Principal Officer when the owner listed on the deed is a corporation or an entity other than an individual

Being duly sworn, deposes and says that Glenwood JH, Inc. is the owner in fee of the premises located at:
Name of property owner as listed on deed

Address of Premises: 185 N. Glenwood St.

Legal Description: Lot 1-4, Block 6, Town of Jackson

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Matt Gotham, Jorgensen Associates, Inc.

Mailing address of Applicant/agent: PO Box 9550, Jackson, WY 83002

Email address of Applicant/agent: mgotham@jorgeng.com

Phone Number of Applicant/agent: 307-733-5150

Is authorized to act as property owner's agent and be the applicant for the application(s) checked below for a permit to perform the work specified is this(these) application(s) at the premises listed above:

[X] Development/Subdivision Plat Permit Application [] Building Permit Application

[] Public Right of Way Permit [] Grading and Erosion Control Permit

[] Demolition Permit [] Other (describe)

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.

Property Owner Signature

Title if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other not individual Owner

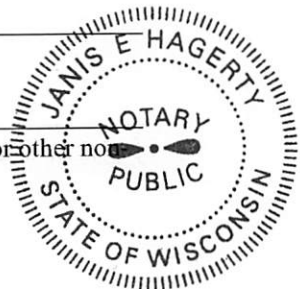
STATE OF WISCONSIN)
COUNTY OF KENOSHA) SS.

The foregoing instrument was acknowledged before me by Stephen R. Mills this 30th day of August, 2021.

WITNESS my hand and official seal.

Notary Public signature and seal

My commission expires: 02/10/2024



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

GRANTOR: ROSEVILLE VENTURES II LLC
GRANTEE: GLENWOOD JH INC
Doc 0998313 Filed At 15:27 ON 09/10/20
Maureen Murphy Teton County Clerk fees: 15.00
By Corrina Dorman Deputy Clerk

WARRANTY DEED

Roseville Ventures II, LLC, a Wisconsin limited liability company, GRANTOR(S), of Teton County, WY, 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 Glenwood JH, Inc., a Wyoming corporation, GRANTEE(S), whose address is 4011 80th Street, Kenosha, WI 53142, 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:

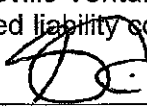
Lots 1, 2, 3, and 4 of Block 6 of the Original Townsite of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on July 18, 1901 as Plat No. 100.

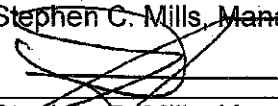

PIDN: 22-41-16-28-4-10-001

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.


WITNESS the due execution and delivery of this Warranty Deed this 4
day of SEPTEMBER, 2020.

Roseville Ventures II, LLC, a Wisconsin
limited liability company

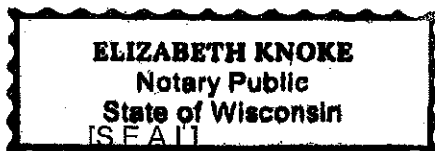

Stephen C. Mills, ~~Managing Member~~ Manager

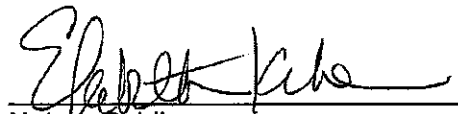

Stephen R. Mills, ~~Managing Member~~ Manager 

STATE OF Wisconsin)
COUNTY OF Kenosha) ss.

 Manager The foregoing instrument was acknowledged before me by Stephen C. Mills,
~~Managing Member~~ of Roseville Ventures II, LLC, a Wisconsin limited liability company
this 4th day of September, 2020.


WITNESS my hand and official seal.



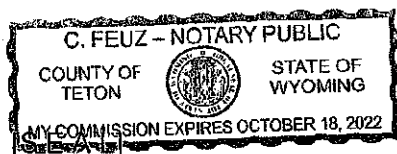

Notary Public

My commission expires: May 3, 2023

STATE OF WYOMING)
COUNTY OF Teton) ss.

 Manager The foregoing instrument was acknowledged before me by Stephen R. Mills,
~~Managing Member~~ of Roseville Ventures II, LLC, a Wisconsin limited liability company
this 4 day of SEPTEMBER, 2020.

WITNESS my hand and official seal.




Notary Public

My commission expires: _____

Issued To:

Bear Development, LLC
4011 80th St
Kenosha, WI 53140
(262) 842-0484

Report No.: W-25878
Effective Date: July 16, 2021
Current Date: July 29, 2021
Cost: \$350.00

Project Reference:

Property Address: 185 North Glenwood Street, 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:

Glenwood JH, Inc., a Wyoming corporation

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

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

Issued By:

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

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

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 1, 2, 3, and 4 of Block 6 of the Original Townsite of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on July 18, 1901 as Plat No. 100.

PIDN: 22-41-16-28-4-10-001

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-001296
1st Installment: \$4,428.22 PAID
2nd Installment: \$4,428.22 PAID

Note: First Installment is delinquent November 10. Second Installment is delinquent May 10.
4. General taxes for the year 2021 and subsequent years, a lien in the process of assessment, not yet due or payable.
5. Assessments for the Glenwood Owners Association, if any, which are excluded from the coverage afforded hereby.
6. All matters as delineated on the Official Plat of Original Townsite of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 100.
[Plat No. 100](#)
7. Terms and Conditions of Affidavit and Agreement between the Town of Jackson and The Undersigned Applicants Relating to a Planned Mixed Use Development Master Plan Pursuant to Ordinance No. 680, recorded August 23, 2007, as (book) 675 (page) 560, Official Records.
[B675P560](#)
8. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, recorded June 24, 2008, as (book) 702 (page) 583, Official Records.
[B702P583](#)
9. Construction Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$30,000,000.00, dated September 4, 2020, recorded September 10, 2020, as (instrument) 0998314, Official Records.
Mortgagor: Glenwood JH, Inc., a Wyoming corporation
Mortgagee: Bank of Jackson Hole

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-25878

10. An assignment of all the money due or to become due as rental, as additional security for the obligations secured by the Mortgage shown hereinabove was assigned to Bank of Jackson Hole, recorded September 10, 2020, as (instrument) 0998315, Official Records.

11. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$451,060.14, dated December 23, 2016, recorded December 29, 2016, as (instrument) 0919716 (book) 937 (page) 910, Official Records.

Mortgagor: Roseville Ventures II, LLC, a Wisconsin limited liability company
Mortgagee: Stronghurst, LLC, a Wisconsin limited liability company

Said Mortgage was subordinated to the lien of the Mortgage in Exception No. 13 by instrument recorded September 10, 2020, as (instrument) 0998317, Official Records.

12. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$25,000,000.00, dated September 4, 2020, recorded September 10, 2020, as (instrument) 0998316, Official Records.

Mortgagor: Glenwood JH, Inc., a Wyoming corporation
Mortgagee: Roseville Ventures II, LLC, a Wisconsin limited liability company

Said Mortgage was subordinated to the lien of the Mortgage in Exception No. 13 by instrument recorded September 10, 2020, as (instrument) 0998325, Official Records.

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

Declaration of Condominium for the The Glenwood Condominiums

This DECLARATION OF CONDOMINIUM FOR THE GLENWOOD CONDOMINIUMS (this “**Declaration**”) is made this _____ day of _____, 20____, by GLENWOOD JH, INC., a Wyoming corporation (the “**Declarant**”), pursuant to the Condominium Ownership Act, Wyoming Statute Section 34-20-101 *et seq.* (the “**Act**”).

ARTICLE I CREATION OF THE COMMUNITY

1.1 Purpose and Intent. The Declarant, as the owner of the real property known as The Glenwood Condominiums according to that final plat recorded in the Office of the Teton County Clerk on the same date hereof (the “**Properties**” or “**Real Property**” or “**Project**”) 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 Real Property now or hereafter comprising The Glenwood Condominiums as a condominium community. Capitalized terms used herein but not defined shall have the meanings set forth in Article II below.

1.2 Type of Ownership. This Declaration and the Plat will provide a means for ownership in fee simple of separate interests in Units together with an undivided fee simple interest in the General Common Elements and Limited Common Elements, which Limited Common Elements shall be subject to the provisions of this Declaration.

1.3 Binding Effect. The Project shall be owned, conveyed and used subject to all of the provisions of this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all Persons having any right, title or interest in any portion of the Project, their heirs, successors, successors-in-title, and assigns. This Declaration shall be enforceable in perpetuity by the Declarant, the Association, any Owner, and their respective legal representatives, heirs, successors, and assigns.

1.4 Governing Documents. In the event of a conflict between or among the Governing Documents and any additional covenants or restrictions, the more restrictive provision shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Project from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. The Association may, but shall not be required to, enforce any such covenants, restrictions or other instruments. All provisions of the Governing Documents shall apply to all Owners as well as their respective family members, tenants, guests and invitees.

ARTICLE II DEFINITIONS

The terms used in the Governing Documents shall generally be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms used herein but not defined shall have the respective meanings set forth below.

2.1 Association. The Glenwood Owners Association, a Wyoming nonprofit corporation, its successors or assigns. The “**Articles**” shall refer to those Articles of Incorporation of the Association, as

they may be amended from time to time. The “**Bylaws**” shall refer to those Bylaws adopted by the Association, as they may be amended from time to time.

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

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

2.4 Building. The structure constructed or located on the Real Property pursuant to this Declaration.

2.5 Common Elements. The General Common Elements, Limited Common Elements, Limited Common Elements–Patio, Limited Common Elements–Storage, and Limited Common Elements–Elevator in the aggregate, 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 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 the Units including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.

2.7 Declarant. As defined in the initial paragraph of this Declaration.

2.8 Governing Documents. A collective term referring to this Declaration and any applicable Supplemental Declaration, the Bylaws, the Articles and the Master Rules and Regulations, if any, as they may be amended.

2.9 General Common Elements. The entire Project excepting all Units and the Limited Common Elements. Without limiting the generality of the foregoing, the General Common Elements shall include (i) the driveway, parking areas, the land, the courtyards, the lobbies and corridors, not designated as LCE; (ii) all appurtenances; (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 Condominium Plat. General Common Elements may be referred to herein and on the Condominium Plat as “**General Common Element,**” “**Common Element**” or “**GCE.**”

2.10 Limited Common Elements. Those portions of the Common Elements as described by Wyoming Statute Section 34-20-103 as designated on the Plat or in this Declaration or in any amendment or supplement thereto, for the exclusive use of one or more but fewer than all of the Units. Limited Common Elements may be referred to herein or on the Condominium Plat as “**Limited Common Element**” or “**LCE.**”

2.11 Limited Common Elements—Elevator. Those Limited Common Elements for the exclusive use of one or more Condominium Units as an elevator as designated by the Declarant herein and/or as designated on the Condominium Plat and/or in one or more separately recorded instruments. Limited Common Elements – Elevator may also be referred to herein and on the Condominium Plat as

“Limited Common Elements – Elevator,” “LCE – Elevator,” “LCE – E,” “Elevator Limited Common Elements” or “elevator.”

2.12 Limited Common Elements—Patio. Those Limited Common Elements for the exclusive use of one or more Condominium Units as a deck, rooftop patio, ground-level patio or terrace as designated by the Declarant herein and/or as designated on the Condominium Plat and/or in one or more separately recorded instruments. Limited Common Elements – Patio may also be referred to herein and on the Condominium Plat as **“Limited Common Elements – Patio,” “LCE – Patio,” “LCE – P,” “Patio Limited Common Elements” or “patio.”**

2.13 Limited Common Elements – Storage. Those Limited Common Elements for the exclusive use of one or more Units as storage as designated by the Declarant herein, on the Plat and/or in one or more separately recorded instruments. Limited Common Elements – Storage may also be referred to herein and on the Plat as **“Limited Common Element – Storage,” “LCE – Storage,” “LCE – S” or “Storage Limited Common Elements.”**

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

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

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

2.17 Mortgage. Any mortgage, deed of trust, or other security instrument by which a Unit or any part thereof is encumbered.

2.18 Mortgagee. Any person, or any successor to the interest of such person, named as the mortgagee, trust beneficiary, or creditor under any Mortgage under which the interest of any Owner, or successor to the interest of such Owner, is encumbered.

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

2.20 Owner. Any person or entity, including Declarant, at any time owning a Unit. The term “Owner” shall not refer to any Mortgagee, as herein defined, unless such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

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

2.22 Plat or Final Plat or Condominium Plat. The Final Plat of The Glenwood Condominium Addition to the Town of Jackson, according to that final plat recorded in the Office of the Teton County Clerk on the same date hereof, consisting of a plat of the Real Property, showing a survey and legal description thereof, the location of the Building with respect to the boundaries of the Real 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 of all boundaries of each Unit, Unit numbers identifying the Units and the General Common Elements and Limited Common Elements, together with such other information as may be included therein in the discretion of the Declarant.

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

2.24 Special Assessment. Assessments levied in accordance with Section 8.3.

2.25 Specific Assessment. Assessments levied in accordance with Section 8.4.

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

2.27 Unit or Condominium Unit. Those certain individual air spaces as designated and delineated on the Plat. Each Unit shall consist of that part of the 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, and also referred to as individual airspace Units on the 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, window frames, 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.

ARTICLE III USE AND CONDUCT

3.1 Framework for Regulation. The Governing Documents establish, as part of the general plan of development for the Properties, a framework of affirmative and negative covenants, easements and restrictions that govern the Properties. However, within that framework, the Board and the Members must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends and technology that inevitably will affect the Project, its Owners and residents. Toward that end, this Article establishes procedures for modifying and expanding the initial Master Rules and Regulations.

3.2 Rule Making Authority.

(a) The Board shall prepare and adopt the initial Master Rules and Regulations. Subject to the terms of this Article and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may modify, cancel, limit, create exceptions to, or expand the Master Rules and Regulations. The Board shall send notice by mail to all Owners concerning any such proposed action as least thirty (30) days prior to the Board meeting at which time such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken. Such action shall become effective after compliance with Section 3.2(c) below unless disapproved at a meeting of the Members by more than fifty percent (50%) of the total votes entitled to vote on the matter, and subject to the foregoing provisions. The Board shall have no obligation to call a meeting of the Members to consider disapproval except upon receipt of a petition of the Members as required for special meetings in the Bylaws. Upon such petition of the Members prior to the effective date of any Board action under this Section 3.2(a), the proposed action shall not become effective until after such meeting is held, and then is subject to the outcome of such meeting.

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

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

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

(a) Furthermore, the Properties lie in close proximity to a mixed use development with commercial, retail, office, hotel and meeting uses, which may generate sound, light, traffic, snow plowing and removal and other conditions at various times of the year that may be audible and visible to Owners. Each Owner and occupant of a Unit acknowledges that such conditions may exist and may be objectionable to some persons, and further acknowledge and agree that neither the Declarant nor the Association have any ability to control such operations or activities. By acceptance of a deed for their Unit, each Owner acknowledges that the mixed-use development operations in the vicinity of the Properties may include various activities and special events that create noise, attract crowds, and increase traffic in and around the Properties. Each Owner and occupant of a Unit acknowledges that such events and activities may result in nuisances or hazards to persons and property on or in the vicinity of such events and activities.

(b) In addition, Ownership of real property in mountain areas involves certain inherent inconveniences. These include, but are not limited to, (a) dripping water onto patios and porches from snow melt, (b) snow and ice build-up on patios and porches and sliding from these surfaces during winter months, and (c) other inconveniences arising from the sometimes-variable weather conditions in the Rocky Mountains. The Units are or will be located in proximity to (i) various retail, commercial, office, hotel and restaurant and bar uses, and (iii) other proposed and potential future residential, rental, or commercial developments in the vicinity, all of which may emit or produce light, noise, sounds, music, vehicle and pedestrian traffic, shading, view interruption or other nuisances or inconveniences that could affect an Owner's use and enjoyment of a Unit.

3.4 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 patios), except:

(a) Standardized unit number signs to be installed by Declarant outside the entrance of each Unit and additional identification panel(s) may be installed by the Association on the Building in a location to be determined by the Board.

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

(c) Those signs permitted by the reserved right of Declarant and its agents pursuant to Section 9.4.

The Board or its designee shall have the right to enter a Unit or the Properties and remove any sign in violation of this Article III 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.

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

(a) **Equal Treatment.** Similarly situated Owners shall be treated similarly by the Board and the Association; however, the Master Rules and Regulations may differ between floors and unit types.

(b) **Displays.** The rights of Owners to display political, religious and holiday signs, symbols, and decorations inside their Units shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions with respect to displays visible from outside a Unit. Such restrictions may be contained in the Master Rules and Regulations. No rules shall regulate the content of political signs. In addition to the foregoing, no Owner will display, hang or otherwise exhibit any banners, flags, placards, pictures or similar ornamentation of any kind in the windows of its Unit so as to be visible from the exterior of the Project.

(c) **Household Composition.** No rule shall interfere with the freedom of Owners to determine the composition of their households, provided, however, that the occupancy of each Unit shall be in accordance with the Town of Jackson land use regulations and zoning ordinances.

(d) **Activities Within Dwellings.** No rule shall interfere with the activities carried on within the confines of dwellings, except as otherwise provided in this Declaration. Notwithstanding the foregoing, the Association may restrict or prohibit any activities in Units that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Units, as applicable, that generate excessive noise or traffic, that create unsightly conditions visible outside a Unit, or that create an unreasonable source of annoyance or nuisance as reasonably determined by the Board.

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

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

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

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

(i) **Unsightliness.** The Limited Common Elements, including Parking Spaces, hallways, stairs, decking, walkways and patios, shall be kept in a neat and orderly fashion at all times. No exterior area may be used for the storage of recreational equipment.

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

3.6 Domestic Animals. Subject to the provisions of this Section 3.6, and any Master Rules and Regulations each Unit shall be entitled to house Household Pets as permitted by local ordinance. The term "Household Pet(s)" means generally recognized Household Pets such as dogs, cats, fish and birds. Household Pets may not be kept for any commercial purpose, may not cause an unreasonable amount of noise, odor, or waste, and may not otherwise become a nuisance to other Owners. All Owners or Occupants with Household Pets shall keep the animals restrained within the Common Elements in accordance with applicable leash laws, and shall clean up after their Household Pet. The Association may require an Owner, at its own expense, to remove a pet determined by the Association to be a noisy animal or a nuisance pet, the Association may assess a penalty of \$500.00 per animal, per violation. On the third violation, in addition to the foregoing penalties, the noisy animal or nuisance shall be removed from the Properties and the Association has the right, in its sole discretion, to terminate the right of an Owner to keep Household Pets on the Properties. No owner or keeper of any animal who is visiting or working on the Properties shall be permitted to allow such animals to run free or be leashed to any outdoor fixed object. The Owner of a Unit where a Household Pet is kept, as well as the legal owner of such pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the pet, and for any clean-up of driveways, walkways or Common Elements affected by such Household Pet. All animals not considered to be a domestic Household Pet, including, but not limited to pigs, poultry, fowl, wild animals, cattle, sheep and goats, are prohibited from being maintained or cared for on the Properties or in a Unit thereof.

3.7 Vehicle Parking, Storage, Operation and Repair.

(a) All parking on any portion of the Plat is subject to the provisions of the applicable Governing Documents, and no party subject to this Declaration shall cause, or permit any party acting by or through such party to cause, any violation of the Governing Documents' provisions as to parking.

(b) The parking spaces ("**Parking Spaces**") are reserved by the Declarant until such time as the individual Parking Spaces shall be assigned by the Declarant to an Owner for his or her exclusive use. The Declarant may assign parking spaces in a deed for a given Unit, and Declarant may, but shall not be required to, record a Supplemental Declaration setting forth the assignment of parking spaces, without the consent of any other party being required to record such Supplemental Declaration. In the discretion of the Board, annual fees may be charged in direct relation to Parking Spaces being used by an Owner. After assignment of Parking Spaces by the Declarant, the Board may establish rules concerning the use of the Parking Spaces. The Board shall not have any control over the use or disposition of those Parking Spaces not assigned to an Owner by the Declarant. The Board shall also have full power and authority to regulate the Parking Spaces and all storage on the Property. The Declarant shall have the authority to dedicate or subject Parking Spaces to cross-parking easements for the benefit of nearby property.

(c) Any visitor parking areas designated within the Property may be used only for short-term parking of the vehicles of guests and invitees of Owners. Tenants and invitees of a specific Owner may use the designated parking of such Owner's Unit pursuant to Section 3.10.

(d) No boats, trailers, buses, motor homes, campers (on or off road supporting vehicles), snowmobiles, go carts, recreational vehicles, golf carts, industrial or commercial vehicles (both cabs or trailers), abandoned or inoperable vehicles (as defined below), or any other similar vehicles (collectively, the "**Prohibited Vehicles**") shall be parked or stored in or upon the Project, and no vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt on the Project. Notwithstanding the foregoing, Prohibited Vehicles may be temporarily parked on Project for loading, delivery or emergency purposes, but only for the time required to accomplish such purpose, and as necessary for the construction or maintenance of the Properties upon compliance with the Master Rules and Regulations. 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.

(e) If the Board shall determine that a vehicle is abandoned or inoperable, or is otherwise in violation of the provisions of this Section, a written notice of violation describing said vehicle shall be personally delivered to the vehicle owner (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner cannot be reasonably ascertained), and if the offending vehicle is not removed within seventy-two (72) hours thereafter, the Board shall have the right to remove and store the offending vehicle, or cause the vehicle to be removed and stored, at the sole expense of the relevant Owner, all without liability on the part of the Board.

3.8 Nuisance. No noxious or offensive activity shall be carried on upon the Properties or any Unit within the Properties, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners or occupants in their enjoyment of their Unit, or in their enjoyment of the Common Area. Without limiting the foregoing, no horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Properties and improvements located thereon, shall be placed or used upon any Unit. Subject to any alternative provisions set forth in the Rules and Regulations, smoking at any time is prohibited in any area of the Project, both within Units and within Common Elements, whether General Common Elements or Limited Common Elements, and whether enclosed or outdoors. This policy applies to all Owners, tenants, guests, employees, servicepersons and service-providing companies. The term "smoking" means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe, or other tobacco product in any manner or in any form.

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

3.10 Garages. Subject to the reservation of Declarant set forth in Section 9.2, only the Owners of those Units assigned and allocated Parking Spaces and LCE-Storage (and their tenants and invitees) shall be permitted to enter the garage areas where such parking and storage is located. The Owners of such Units (and their tenants and invitees) shall use the assigned Parking Spaces and LCE-Storage assigned and allocated to each Unit in accordance with the provisions of this Declaration and the Master Rules and Regulations.

3.11 Approval of Window Coverings. The Board shall have the right to approve all window coverings on windows of Units contained within exterior walls. Each Owner shall submit to the Board a written request for approval of exterior window coverings, which request shall contain a description of such

window coverings and any other documents or samples required by the Board for review of the request. The Board shall thereafter review the request and respond in writing to the applying Owner within fifteen (15) days of receiving the request either approving or denying the request for approval. If the request is denied, such Owner shall be prohibited from installing such window coverings. Failure by the Board to respond within the fifteen (15) day deadline shall be deemed approval of the request.

3.12 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, except for gas barbeque fires contained within gas barbeque receptacles but in no event may charcoal grills, outdoor chimneys (or chimeneas), wood or similar cooking smokers, or fire pits be permitted on the Properties. The burning of trash, organic matter or miscellaneous debris shall be prohibited on the Property.

3.13 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 LCE-Patio, or within the General Common Elements: window boxes, hammocks, bird feeders, plastic flower/plant containers, umbrellas, sunshades, bicycles or any other recreational device (including kayaks, ski equipment, playground equipment and similar items), trash containers, decorative flags, prayer flags, signs, banners, placards, pictures, screens, outside clothing lines or other outside clothes drying or airing facilities, string lighting, children's toys or equipment, or any similar items. For each violation of this Section, the Association may assess a penalty of \$200.00 per violation in addition to the other remedies set forth in this Declaration.

3.14 Satellite Dishes. 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-Patio. 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.

3.15 Approval of Hot Tubs. No hot tubs shall be permitted outside any Unit, on the exterior of the Building, and/or within the LCE-Patio without the prior written approval by the Board or the Declarant. Any and all approved hot tubs shall be placed in areas where there is sufficient structural support, shall not exceed 150 lbs. per square foot or 8 feet wide by 8 feet long, and shall be installed at the sole cost and expense of the Owner. Each Owner shall submit to the Board a written request for approval of exterior hot tub, which request shall contain a description of such hot tub and any other documents required by the Board for review of the request. The Board shall thereafter review the request and respond in writing to the applying Owner within fifteen (15) days of receiving the request either approving or denying the request for approval. If the request is denied, such Owner shall be prohibited from installing such hot tub. Failure by the Board to respond within the fifteen (15) day deadline shall be deemed approval of the request.

ARTICLE IV IMPROVEMENTS; MAINTENANCE AND REPAIR BY OWNERS

4.1 General.

(a) **Units.** No improvements to a Unit or LCE-Patio shall take place except in conformance with this Article IV. Any Owner may remodel, paint or redecorate the interior of its Unit without approval of the Board. However, modifications to LCE-Patio or similar portions of a Unit visible from structures outside of a Unit shall be subject to approval of the Board and the ARC. Notwithstanding anything to the contrary contained in this Declaration, in no event will the owner of a Unit alter any structural element of the Project without the express written approval of the Board and the ARC.

(b) **Architectural Review Committee.** Declarant shall appoint the three (3) initial members to the ARC and all replacements as long as Declarant owns any of the Units or any of the lands subject to annexation to this Declaration. Thereafter, all of the members of the ARC shall be appointed by the Board. The members of the ARC shall each serve a three (3) year term. The ARC may establish and charge reasonable fees to reimburse the ARC for review of applications hereunder and may require such fees to be paid in full prior to review of any application pursuant to this Article. The ARC may employ architects, engineers or other persons as deemed necessary to perform the review. The ARC shall include the reasonable compensation of such persons, if any, in the fee charged by the ARC to the applying Owner.

(c) **ARC Approvals.** Approval pursuant to this Article shall be in the sole and absolute discretion of the ARC. The Declarant shall have sole and full authority to amend this Article as long as it owns any portion of the Property, notwithstanding the reviewing authority of the ARC, unless Declarant delegates the power to amend to the ARC. Upon termination or delegation of the Declarant's right to amend, the ARC shall have the authority to amend this Article with the consent of the Board. Any amendments to this Article shall not require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to this Article, and such amendments may remove requirements previously imposed or otherwise make this Article less restrictive.

(d) **Procedures.** Prior to commencing any work within the scope of this Article ("Work"), an Owner shall submit to the ARC an application for approval of the proposed Work in such form as this Article or the ARC may specify, along with any fees required for review, such fees to be set by the ARC from time to time. Such application shall include plans and specifications in compliance with this Article showing square footage, site layout, interior materials and colors, lighting, and other features of proposed construction, as applicable ("Plans"). The ARC may require the submission of such additional information as may be reasonably necessary to consider any application. The Plans shall be in such form and shall contain such information as may be reasonably required pursuant to this Article. In reviewing each submission, the ARC must confirm that the specifications required by this Article IV are met by the applicant and may consider any factors it deems relevant, including without limitation, the harmony of interior design with surrounding Units and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

- (1) The ARC shall, within thirty (30) days after receipt of a completed application and all required information, respond in writing to the applicant at the address specified in the application. The response may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The ARC may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections. If the ARC fails to respond in writing within thirty (30) days of submission, approval shall be deemed to have been given, with the exception of any development proposed that is not in compliance with the Final Development Permit, which will be deemed automatically disapproved and denied. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with this Article unless a variance has been granted pursuant to Subsection (8). Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the U.S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

- (2) Until expiration of the Declarant's rights under this Article, the ARC shall notify the Declarant in writing within three (3) business days after the ARC has approved any applications relating to proposed Work within the scope of matters delegated to the ARC by the Declarant. The notice shall be accompanied by a copy of the application and any additional information which the Declarant may require. The Declarant shall have ten (10) days after receipt of such notice to veto any such actions, in its sole discretion, by written notice to the ARC and the applicant.

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

(f) **Variances.** The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless approved in writing by the ARC; (b) be contrary to this Declaration; or (c) estop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

(g) **Limitation of Liability.** The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Properties but shall not create any duty to any Person. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and the ARC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements or compliance with plans and specifications. Neither the Declarant, the Association, the Board, any committee, nor member of any of the foregoing shall be held liable for general site work or for any defects in plans revised or approved hereunder. In all matters, the ARC and all persons comprising the ARC shall be defended and indemnified by the Association as provided in Section 7.6.

(h) **Certificate of Compliance.** Any Owner may request that the ARC issue a certificate of architectural compliance certifying that there are no known violations of this Article. The ARC shall either grant or deny such request within thirty (30) days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificate. Issuance of such a certificate shall estop the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

(i) **Lighting.** Lighting fixtures 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.

4.2 Enforcement. Any structure, improvement or landscaping placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Declarant or the Board, Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming Work. Should an Owner fail to remove and restore as required, the Declarant, the Association or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with interest at the maximum rate then allowed by law, may be assessed against the benefited Unit and collected as a Specific Assessment. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article may be excluded from the Properties, subject to the notice and hearing procedures contained in the Bylaws. In such event, neither the Declarant, nor the Association its officers, or directors shall be held liable to any Person for exercising the rights granted by this Section. In addition to the foregoing, the Association and the Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article.

4.3 Development and Use Restrictions. All development of the Properties shall conform to the following requirements:

(a) **Land Use and Zoning Ordinances.** Conformity with any and all applicable land use regulations and zoning ordinances of the Town of Jackson, Wyoming shall be required, in addition to the requirements of this Declaration.

(b) **Authorized Use for Units; Short-Term Rental; Third Party Property or Management Leasing Service Companies.** Residential use shall be permitted in Units, together with the keeping of Household Pets subject to the limitations set forth in this Declaration. The Units may be short-term rented in compliance with applicable Town of Jackson regulations, and may also be rented for long term periods. For the purposes of this section “short-term rental” shall mean “short-term rental” as currently defined in the Town of Jackson regulations, as well as short-term rental use, and transient occupancy use. No amendment to this Declaration that restricts short-term rental of a Unit may restrict the short-term rental (i.e., for periods of 30 days or less) of a Unit that was short-term rented in the five years prior to the effective date of the amendment (a “Continuous Rental Unit”), where each Continuous Rental Unit may continue to be rented on a short-term basis notwithstanding such amendment. In the interest of assuring consistent and high-quality maintenance and operation of the Units, all companies providing property management or leasing services to the Units, and all programs by which such services or activities are to be provided or undertaken with respect to the Units, shall be subject to prior approval by the Declarant or the Board, provided, however, that such approval shall not result in retention of property management companies charging fees in excess of normal and customary rates for similarly situated properties in the local market. No amendment to the Final Plat, nor any other Governing Document, nor any Rule or Regulation may adversely affect the rights of an Owner of a Unit under this Section 4.3(b) without the prior written consent of such Unit Owner.

4.4 Maintenance by Owners. 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 conditions fixture, and any other utility service facilities located within a 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. Subject to the Association’s reservation set forth in Section 8.4(a), each Owner shall remove all snow, leaves and debris from the decking appurtenant to such Owner’s Unit, in each instance without material adverse impact on any other Owner’s use or enjoyment of its Unit or any Common

Element, however notwithstanding anything herein to the contrary, the responsibility to maintain the staining and/or painting of the decking shall be the responsibility and expense of the Association. 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 to cure such failure and to assess all costs incurred against the Unit and the Owner thereof as a Specific Assessment.

ARTICLE V CONDOMINIUM DECLARATION

5.1 Estates of an Owner. The Project is hereby divided into Condominium Units, each consisting of a separate interest in a Condominium Unit and an undivided interest in common in the Common Elements in accordance with the Final Plat which sets forth the Common Elements appurtenant to each Condominium Unit. The percentage of ownership interest in the Common Elements which is to be allocated to each Unit for purposes of voting, taxes, assessments and other charges under Wyoming statute § 34-20-104(a) and for purposes of liability shall be the same as set forth on **Exhibit A**. Such undivided interests in the Common Elements are hereby declared to be appurtenant to the respective Units. The legal description of each Unit shall be as provided in Article V herein and as shown on the Condominium Plat.

5.2 Title. Title to a Condominium Unit may be held or owned by an entity and in any manner in which title to any other real property may be held or owned in the State of Wyoming.

5.3 Inseparability. No part of a Condominium Unit or of the legal rights comprising ownership of a Condominium Unit may be separated from any other part thereof during the period of Condominium Unit ownership prescribed herein, so that each Condominium Unit and the undivided interest in the Common Elements shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Condominium Unit. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Condominium Unit shall be presumed to be a gift, devise, request, transfer, encumbrance, or conveyance, respectively, of the entire Condominium Unit, together with all appurtenant rights created by law or by this Declaration.

5.4 Partition Not Permitted. The Common Elements shall be owned in common by all owners of Units and no Owner may bring any action for partition thereof.

5.5 Owner's Right to General Common Elements and Limited Common Elements. Subject to the limitations contained in this Declaration, each Owner shall have the nonexclusive right to use and enjoy the General Common Elements shown on the Final Plat and defined herein. Each Owner shall have the exclusive right to use and enjoy the Limited Common Elements designated to such Owner on the Final Plat by a Limited Common Element number corresponding to a specific Unit number.

5.6 Taxes and Assessments. Each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium Unit. If any property taxes or special district or other assessments (collectively, "**Impositions**") may, in the opinion of the Association, become a lien on the Project or any part thereof (as opposed to an individual Owner's Unit), the Association shall pay the same and assess the same to the Owner or Owners responsible therefore, unless the applicable Owner has properly appealed or has the right to appeal the application of such Imposition and the Imposition is not delinquent (the "**Appeal Right**"). In the event the Owner has an Appeal Right, they must notify the Association of their intentions regarding such and will be responsible for any payment determined due from such Appeal Right, and in any event, shall pay all Impositions prior to their delinquency Date. Each Owner shall pay the Impositions assessed against such Owner's Condominium Unit, or interest therein, or such Owner's

interest in the Common Elements or any part of any or all of the foregoing directly to the entity imposing or collecting the Imposition. Each Owner shall pay all Impositions levied against the Project or any part of the Common Elements in proportion to such Owner's interest in the Common Elements, such payment to be made to the Association upon the later of (a) at least thirty (30) days prior to the delinquency of such tax or assessment or (b) upon notice of such Imposition. Each such unpaid Imposition shall bear interest at eighteen percent (18%) per annum from and after the time the same becomes payable by each Owner and shall be secured by the lien created by Sections 8.8 and 8.9 hereof. Notwithstanding the foregoing, Impositions or other charges attributable to the Common Elements shall be apportioned among the Owners of Condominium Units as provided in Article VIII hereof.

5.7 Owner's Rights with Respect to Interiors. Except as provided in this Declaration, each Owner shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise maintain, refinish, and decorate the interior surfaces of the walls, ceilings, floors, doors and clean the exterior and interior surfaces of the windows, all of which form the boundaries of his/her Condominium Unit and all walls, ceilings, floors, and doors within such boundaries.

5.8 Declarant's Right Incident To Construction. Declarant, and persons it shall select, shall have the right to ingress and egress over, upon, and across the Common Elements, the right to store materials thereon and to make such other use thereof as may be reasonably necessary incident to complete development of the Project.

5.9 Legal Description. Every contract for the sale of a Condominium Unit and every other instrument affecting title to a Condominium Unit may describe that Condominium Unit by the number shown on the Final Plat and this Declaration as each appears on the records in the Office of the Teton County Clerk, in the following fashion:

*Unit [insert unit number] of The Glenwood Condominium Addition to the Town of Jackson, to be shown on the Final Plat of The Glenwood Condominium Addition to the Town of Jackson to be filed in the Office of the Clerk of Teton County, Wyoming (the "**Plat**"), and described in the Declaration of Condominium for The Glenwood Condominiums (the "**Declaration**") to be recorded contemporaneously with the Plat and all supplements and amendments thereto, and such descriptions will be construed to describe the unit, together with all interests appurtenant thereto, including the appurtenant undivided interest in the Common Elements, as defined in the Declaration (together, the "**Unit**" or the "**Real Property**").*

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

5.10 Right to Combine Units. Declarant reserves the right for itself and for each Owner to physically combine the area or space of one Unit with the area or space of one or more adjoining Units. Such combination shall not prevent separate ownership of such Units in the future. Declarant reserves the right for itself and for each Owner to designate and convey to any purchaser of such combined Units as additional Limited Common Elements any walls, floors, or other structural separations between Units so combined, or any space which would be occupied by such structural separations but for the combination of the Units. Such structural separations and such space shall automatically become Common Elements if the combined Units become subject to separate ownership in the future.

ARTICLE VI THE ASSOCIATION AND ITS MEMBERS

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

6.2 Membership. Every Owner of a Unit, by virtue of their purchase of a Unit or the acceptance of a deed therefore, shall be a Member of the Association. There shall be only one membership per Unit. If a Unit is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 6.3(a), and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner 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 Master Rules and Regulations.

6.3 Voting. The Association shall have one class of membership. The total number of votes that may be cast by all members of the Association shall be set as provided for in the Bylaws, and each Owner shall be entitled to vote in the percentages shown on **Exhibit A** attached hereto. All votes shall be cast as provided in Section 6.3(a).

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

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

6.4 Association Board of Directors. The Association shall have not less than three (3) nor more than seven (7) directors. Notwithstanding any other provision set forth herein or in any of the Governing Documents, the initial Board and all replacements shall be appointed by the Declarant for three (3) year terms until the expiration of the Declarant rights as provided in Section 9.11. Each director appointed by the Declarant shall serve (irrespective of the expiration of a term) until the earlier of the appointment of his or her successor by Declarant, or his or her death, resignation or removal. Following the expiration of the Declarant's rights, the Directors shall be elected and shall serve as provided in the Bylaws.

ARTICLE VII ASSOCIATION POWERS AND RESPONSIBILITIES

7.1 Acceptance and Control of Association Property.

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

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

7.2 Maintenance of Common Area.

(a) 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.

(b) The Association shall maintain, in accordance with the Governing Documents, the General Common Elements as designated on the Final Plat, including but not limited to, the maintenance, repair and replacement of all heat pumps utilized by more than one Unit, siding, roofing, stairwells, driveways, foyers, trees, and sidewalks.

(c) The Association shall maintain and repair all Parking Spaces that are on the Project.

(d) The Association shall maintain and repair all foyers and stairwells within the Limited Common Elements.

(e) The Association shall maintain and repair the doors located within the Limited Common Elements – Storage.

The costs associated with the maintenance, repair and replacement of those items that the Association is obligated to maintain, repair and replace in the GCE 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, their guests, invitees, or lessees, 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.

Any expense associated with the maintenance, repair or replacement of improvements within or relating to a Limited Common Element (i.e., a Limited Common Expense) shall be assessed as a specific assessment against the Units to which the Limited Common Element is assigned. If the LCE is jointly assigned to several Units, such expense shall be prorated equally among such Units. For avoidance of doubt, all Limited Common Expense related to all Limited Common Elements—Elevator are specifically allocable to the Unit to which the Limited Common Elements—Elevator relates.

7.3 Insurance.

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

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

(ii) Commercial general liability insurance on the Common Elements and Units, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary and any umbrella coverage) shall have a limit of at least one million dollars (\$1,000,000.00) per occurrence, with an aggregate limit of not less than \$2,000,000, with respect to bodily injury and personal injury and property damage; provided, should

additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall have the option to obtain such additional coverages or limits. If the policy does not contain "severability of interest" in its terms, the Association shall acquire an endorsement to preclude the insurer's denial of a Unit Owner's claim because of negligent acts of the Association or of other Unit Owners;

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

(iv) In addition to the foregoing insurance policies and other additional policies required by the Board in its best business judgment as set forth in Section 7.3(a)(i)-7.3(a)(iii), above, the Association shall obtain Directors and Officers insurance in an amount not less than one million dollars (\$1,000,000.00) covering the Board of Directors and its individual members and creating liability protection for economic loss resulting from business-related negligence, errors or wrongdoing on the part of the Board of Directors and its individual members, excepting from such coverage fraudulent or criminal conduct on the part of the Board. Such Directors and Officers insurance policy shall protect individual directors and officers from losses not indemnified by the Association pursuant to this Declaration or other Governing Instruments, and shall cause the insured Board of Directors and individual members thereof to be insured, indemnified and defended against any claims, liabilities or amounts that the Board of Directors may be obligated to pay or answer for claims made against the Board or its individual members.

Premiums for all insurance on the Common Elements and the Units shall be assessed by the Board as a Common Expense. Premiums for all insurance on the Units shall be assessed against the Unit Owners as a Specific Assessment the cost of which shall be divided pro-rata among the Unit Owners according to those percentages set forth on **Exhibit A**.

(b) **Policy Requirements.** All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.3(a). In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage except for the deductible attributable to the insured loss of an insured Unit the cost of which shall be a Specific Assessment as provided for in Section 7.3(a). However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with procedures adopted by the Board, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Unit as a Specific Assessment.

All insurance coverage obtained by the Board shall:

(i) Be written with a company authorized to do business in the State of Wyoming or authorized to do business as an approved surplus lines carrier in the State of Wyoming;

(ii) Be written in the name of the Association as trustee for the benefited parties, including the Declarant.

(iii) Not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

(iv) Contain an inflation guard endorsement;

(v) Include an agreed amount endorsement if the policy contains a co-insurance clause;

(vi) Provide a waiver of subrogation under the policy against any Owner or family member of an Owner;

(vii) Include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;

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

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

(x) Be issued by insurance companies having an “A-” rating or better by Standard and Poor’s, and if not rated by Standard & Poor’s, then a rating of “A-” by A.M. Best Company.

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

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

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

(xiii) An endorsement excluding Owners’ individual policies from consideration under any “other insurance” clause;

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

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

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

Damaged improvements on the property shall be repaired or reconstructed unless 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; or (ii) available insurance proceeds are less than

eighty percent (80%) of the cost of such repair and/or restoration, and at least seventy-five percent (75%) of the Owners of damaged or destroyed Units decide, within sixty (60) days after the determinations set forth in (i) and (ii) 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 determined based upon the square footage size of each Unit 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 7.3(a).

(d) **Insurance Obtained by Owners/Non-liability of Association.** The issuance of insurance policies to the Association pursuant to this Article VII shall not prevent the Owner of any Unit from obtaining insurance for its own benefit at its own expense covering its Unit, its personal property and providing liability coverage. Notwithstanding the obligation of the Association to obtain insurance coverage as stated in this Declaration, neither the Declarant nor the Association, or their respective officers, directors, employees, members or agents, shall be liable to any Owner or any other party if any risks or hazards are not covered by the insurance to be maintained by the Association or if the amount of the insurance is not adequate, and it shall be the responsibility of each Owner to ascertain the coverage and protection afforded by the Association's insurance and to procure and pay for any additional insurance coverage and protection that the Owner may desire. Each Owner or tenant shall be solely responsible for securing insurance to protect their interest in their Unit and its contents.

7.4 Compliance and Enforcement.

(a) Every Owner and Occupant of a Unit shall comply with (1) the Governing Documents, (2) the codes, rules, ordinances and orders of the Town of Jackson applicable to their Unit and/or the Project, including those relating to rental of the Units, and (3) the reasonable and customary underwriting requirements of any insurance company providing insurance on any portion of the Project. The Board may impose sanctions for violation of the any of the foregoing after notice and a hearing in accordance with the procedures set forth in the Bylaws. Such sanctions may include, without limitation:

(i) Imposing reasonable monetary fines (which shall not, except in the case of nonpayment of assessments, constitute a lien upon the violator's Unit). In the event that any occupant, guest or invitee of a Unit violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; provided however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board. The fine, in either circumstance, shall be a Specific Assessment against the Owner;

(ii) Suspending an Owner's right to vote;

(iii) Suspending any Person's right to use any Common Elements; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Unit;

(iv) Suspending any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association;

(v) Exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;

(vi) Requiring an Owner, at its own expense, to remove any structure or improvements in violation of Article III and/or Article IV and to restore the Unit to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass. Any costs incurred by the Board in bringing a non-conforming Unit into compliance shall be assessed to such Owner as a Specific Assessment;

(vii) Without liability to any Person, precluding any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of Article III and/or Article IV from continuing or performing any further activities in the Properties; and

(viii) Levying Specific Assessments to cover costs incurred by the Association, including reasonable attorneys' fees incurred, to bring a Unit into compliance with Governing Documents.

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

(ix) Exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); and

(x) Bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

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

(b) The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

(i) the Association's position is not strong enough to justify taking any or further action;

(ii) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;

(iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(iv) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction, or rule.

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

The Association may enforce applicable town and county ordinances, if applicable, and permit the Town of Jackson, Wyoming to enforce ordinances within the Properties for the benefit of the Association and its Members.

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

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

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

ARTICLE VIII ASSOCIATION FINANCES

8.1 Budgeting and Allocating Common Expenses; Base Assessments. At least thirty (30) days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund pursuant to Section 8.2. 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 against each.

The Association is hereby authorized to levy Base Assessments against all Units subject to assessment under Section 8.6 to fund the Common Expenses. The liability for Common Expenses described herein shall be allocated to each Unit in accordance with those percentages set forth on **Exhibit A** for each Unit.

The Board shall send a copy of the final budget, together with notice of the amount of the Base Assessment to be levied pursuant to such budget, to each Owner not less than thirty (30) days prior to the effective date of such budget. Such budget and assessment shall automatically become effective unless subject to the limitation on increases of assessments provided for in Section 8.5.

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

The Board may revise the budget and adjust the Base Assessment from time to time during the year, subject to the notice requirements and the limitations on increases of assessments provided for in Section 8.5.

8.2 Budgeting for Reserves. The Board shall prepare and review at least annually a reserve budget for the Common Elements and other assets of the Association. The budgets shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall include in the Common Expense budget adopted pursuant to Section 8.1, 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.

8.3 Special Assessments. In addition to other authorized assessments, the Association may, subject to the limitations of Section 8.5, levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied: (i) against the entire membership if such Special Assessment is for Common Expenses; or (ii) against an individual Unit if such Special Assessment is for an unbudgeted expense relating to less than all of the Properties. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall provide notice of the Special Assessment by first class mail to the Owners not less than thirty (30) nor more than sixty (60) days prior to the Special Assessment becoming due.

8.4 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Unit as follows:

(a) To cover the cost of providing services to a Unit, including but not limited to snow removal on LCE-Patio and parking areas, the Association hereby reserving the right to retain one or more contractors to perform such snow removal for all of the Units. Specific Assessments may be levied in advance; and

(b) To cover costs incurred in bringing a nonconforming Unit into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of a nonconforming Unit, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the nonconforming Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying any Specific Assessment under this Section.

8.5 Limitation on Increases of Special Assessments. Notwithstanding any provision to the contrary, and except for assessment increases necessary for emergency situations or to reimburse the Association for actual costs for insurance required by Section 7.3 of this Declaration, the Board may not impose a Special Assessment that in the aggregate exceeds twenty percent (20%) of the budgeted Common Expenses for the current fiscal year, without one of the following: (i) a majority vote of a quorum of the Members who are subject to the applicable assessment at a meeting of the Association, (ii) an action without meeting by written ballot in lieu thereof signed by all of the Members of the Association, or (iii) a determination by the Board that the amount of the Special Assessment is necessary because of an unexpected event or casualty or an emergency situation or the incurrence of actual costs of insurance.

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

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

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

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

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

8.7 Personal Obligation.

(a) Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a rate of eighteen percent (18%) per annum or such other rate as the Board may establish, subject to the limitations of Wyoming law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Unit until paid in full. Upon a transfer of title to a Unit, the grantee shall not be personally liable for any assessments and other charges due at the time of conveyance unless expressly assumed by him/her, but such transferred Unit shall remain subject to any liens imposed upon it pursuant to Section 8.8 herein.

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

No Owner may exempt himself or herself from liability for assessments by non-use of the Common Elements, by abandonment of his Unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

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

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

8.8 Lien for Assessments. Each Owner, by his or her acceptance of a deed to a Unit, hereby vests in the Association and its agents the right and power to bring all appropriate actions against such Owner personally for the collection as a debt of any unpaid and delinquent billings for Base Assessments, Special Assessments, Specific Assessments, interest, late fees, enforcement costs and other charges owing by such Owner in accordance with the terms hereof. Additionally, in order to secure payment of any billings for Base Assessments, as well as Special Assessments and Specific Assessments, interest, late fees, enforcement costs (including reasonable attorney fees) and other charges due hereunder, Declarant hereby retains, and each Owner by his or her acceptance of a deed to a Unit, hereby grants the Association and its agents a lien for such Base Assessments, as well as Special Assessments and Specific Assessments, interest, late fees, enforcement costs and other charges for which such Owner is responsible under the terms hereof. The Board, acting on behalf of the Association, is authorized to record a notice of any unpaid amounts secured by such lien in the Public Records, which shall include a description of the applicable Unit and the name of the Owner thereof and the basis for the amount of the lien. Said lien shall be enforceable by the Association or its agents through all appropriate methods available under applicable Wyoming law for the enforcement of such liens, including without limitation, non-judicial foreclosure, and the Declarant and each such Owner hereby expressly grant to the Association a power of sale in connection with said lien. The Association may designate a trustee in writing from time to time to post or cause to be posted the required notices and to conduct such foreclosure sale. The trustee may be changed at any time and from

time to time by an instrument in writing and signed by the President or a Vice President of the Association and attested by the Secretary or any Assistant Secretary of the Association and filed for record in the Public Records. The Association may bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage and convey the Unit. While a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments. Notwithstanding the foregoing, after any foreclosure or deed in lieu of foreclosure, such Unit shall remain subject to this Declaration and the new Owner of such Unit shall thereafter be personally liable for all charges of the type described above which relate to such Unit which become due after such new Owner acquires title to said Unit by foreclosure or by acceptance of a deed in lieu of foreclosure. All sums previously assessed hereunder but still unpaid after any foreclosure or deed in lieu of foreclosure shall remain the obligation of and shall be payable by the person foreclosed upon; *provided, however*, if such sum should prove uncollectible after reasonable efforts, then it shall be deemed to be a Common Expense, collectable from all of the other Owners, including the purchaser of the Unit at foreclosure, and shall be shared among such Owners in the same manner as other Common Expenses are shared. No sale or transfer of any Unit shall: (i) relieve any Owner thereof from personal liability for any of such unpaid charges attributable to the applicable Unit which become due prior to the date of such sale or transfer; or (ii) satisfy or extinguish the above-described lien in respect of such unpaid charges.

ARTICLE IX ADDITIONAL RIGHTS RESERVED TO DECLARANT

9.1 Expansion by the Declarant. Until twenty (20) years after the Declarant has sold 100% of the Properties subject to this Declaration, the Declarant may annex additional properties into the regime of this Declaration provided such property is contiguous to the Properties. Such annexation shall be accomplished by the Declarant filing a Supplemental Declaration in the Public Records describing the property to be annexed and specifically subjecting it to the terms of this Declaration. In conjunction with annexation, Declarant shall have the right to amend this Declaration by Supplemental Declaration to reflect the facts of such annexation, including, but not limited to, amending the definitions of Common Elements and Limited Common Elements. Such Supplemental Declaration shall not require the consent of Members, and shall only require the consent of and execution by the Declarant and the owner of the annexed property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. It is specifically acknowledged that Declarant has the right to annex the property at Lots 5 and 6, Block 6, Original Plat of Town of Jackson, Plat No. 100, commonly known as 165 N. Glenwood Street, Jackson, Wyoming into the regime of this Declaration pursuant to the foregoing provisions.

9.2 Additional Covenants and Easements. During the time that Declarant owns any real property subject to this Declaration, the Declarant may subject any portion of the Property to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through the various Assessments as provided for herein. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration.

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

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

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

9.6 Right to Assign Limited Common Elements – Storage; Parking Assignment and Adjustments. Declarant hereby reserves the right to assign LCE – Storage and Parking Spaces to specific Units by filing Supplemental Declarations in the Public Records. The Declarant reserves the right to reassign and reallocate Parking Spaces among Unit Owners by filing Supplemental Declarations to reflect transfers or reallocations, where after the Declarant no longer owns any Units, the Board may reassign and reallocate Parking Spaces among Unit Owners. The Supplemental Declarations contemplated by this Section 9.6 may be recorded without the consent of any Owner, provided, however, that no Owner shall be deprived of any LCE – Storage or Parking Space that has been assigned to such Owner, without such Owner's consent.

9.7 Right to Approve Additional Covenants. So long as Declarant owns any property subject to this Declaration, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

9.8 Right to Approve Changes in Master Rules and Regulations. No amendment to or modification of any Master Rules and Regulations shall be effective without prior notice to and the written approval of Declarant so long as the Declarant owns property subject to this Declaration.

9.9 Right to Appoint Members of Board. The Declarant hereby reserves the right to appoint and/or remove all members of the Board of Directors of the Association and any and all members of any committees created by the Board. Following the expiration of the Declarant's rights, the Directors shall be elected and shall serve as provided in the Bylaws.

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

9.11 Right to Amend Plat. The Declarant hereby reserves the right to amend the Plat to provide for the orderly development of the Properties as determined by the Declarant. By accepting a deed for their

Unit, an Owner acknowledges the Declarant's rights as set forth in this Section 9.11 and expressly consents thereto.

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

9.13 Right to Meeting Minutes, Meeting Attendance. Notwithstanding the limitations set forth in Section 9.12, the Declarant shall be provided complete minutes of all meetings of the Association or the Board held during the period of ten (10) years following the date of Declarant's sale or other conveyance of the last of the Units to an unrelated third party. In addition, Declarant shall have the right, but not the obligation, to attend meetings of the Association or the Board for a period of ten (10) years following the date of Declarant's sale or other conveyance of the last of the Units to an unrelated third party, notwithstanding Declarant's earlier sale or other transfer of all of its interest in the Project. Declarant shall be provided notice of such meetings in the matter and upon the timeframes applicable to Owners.

9.14 Right to Cure Alleged Defects. It is Declarant's intent that all improvements constructed or made by Declarant in the Project be built or made in compliance with all applicable building codes and ordinances and that such improvements be of a quality that is consistent with the Community-Wide Standard. Nevertheless, due to the complex nature of construction and the subjectivity involved in evaluating such quality, disputes may arise as to whether a defect exists and Declarant's responsibility therefor. It is Declarant's intent to resolve all disputes and claims regarding Alleged Defects (as defined below) amicably, and without the necessity of time-consuming and costly litigation. Accordingly, the Association, the Board and all Owners shall be bound by the following claim resolution procedure:

(a) **Declarant's Right to Cure.** In the event the Association, the Board or any Owner or Owners (collectively, "**Claimant**") claim, contend or allege that any portion of the Project, including, without limitation, any Unit, and/or any improvements constructed on the Project, are defective or that Declarant or its agents, consultants, contractors or subcontractors were negligent in the planning, design, engineering, grading, construction or other development thereof (any of the foregoing, an "**Alleged Defect**"), Declarant hereby reserves the right to inspect, repair and/or replace such Alleged Defect as set forth herein.

(b) **Notice to Declarant.** In the event that a Claimant discovers any Alleged Defect, Claimant shall, within a reasonable time after discovery, notify Declarant in writing, at the address at which Declarant maintains its principal place of business, of the specific nature of such Alleged Defect ("**Notice of Alleged Defect**").

(c) **Right to Enter, Inspect, Repair, and/or Replace.** Within a reasonable time after the receipt by Declarant of a Notice of Alleged Defect, or the independent discovery of any Alleged Defect by Declarant, as part of Declarant's reservation of rights, Declarant shall have the right, upon reasonable notice to Claimant and during normal business hours, to enter onto or into, as applicable, any Unit, and/or any improvements or other portion of the Project for the purposes of inspecting and, if deemed necessary by Declarant, repairing and/or replacing such Alleged Defect. In conducting such inspection, repairs and/or replacement, Declarant shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances.

(d) **Legal Actions.** No Claimant shall initiate any legal action, cause of action, proceeding, reference or arbitration against Declarant alleging damages (i) for the costs of repairing or the replacement of any Alleged Defect, or (ii) for the diminution in value of any real or personal property resulting from such Alleged Defect, unless and until (1) Claimant has delivered to Declarant a Notice of Alleged Defect and (2) Declarant has, within ninety (90) days after its receipt of such Notice of Alleged Defect, either (x) failed to repair or replace such Alleged Defect or (y) if such Alleged Defect cannot reasonably be repaired or replaced within such ninety (90) day period, failed to commence such repair or replacement of the Alleged Defect and, thereafter, failed to pursue diligently such repair or replacement to completion. Any such action undertaken on behalf of the Association shall also require, as a prerequisite to such action, the approval of not less than sixty-six percent (66%) of the Owners and not less than sixty-six percent (66%) of the Mortgagees. In no event will Declarant be liable for, nor shall any Claimant be entitled to pursue, consequential damages resulting from any Alleged Defect.

(e) **No Additional Obligations; Irrevocability and Waiver of Right.** Nothing set forth in this Section shall be construed to impose any obligation on Declarant to inspect, repair or replace any item or Alleged Defect for which Declarant is not otherwise obligated under applicable law. The right of Declarant to enter, inspect, repair, and/or replace reserved hereby shall be irrevocable and may not be waived or otherwise terminated except by a writing, in recordable form, executed and recorded by Declarant in the Public Records.

(f) **Waiver.** Notwithstanding anything to the contrary in this Section 9.14, (i) Declarant hereby disclaims any representations and warranties in respect of, shall have no continuing liability to any Owner for, any design or construction defects (whether known or unknown) relating to the Project, including latent defects, and (ii) the provisions of this Section 9.14 in no way extend or modify any contractual waivers or statutes of limitation or statutes of repose.

(g) **Amendment.** Notwithstanding any other provision of this Declaration to the contrary, the provisions of this Section 9.14 may be amended only with the written consent of Declarant, any such amendment being applicable only to Alleged Defects with respect to which a Notice of Alleged Defect is delivered after the date of such amendment.

ARTICLE X EASEMENTS

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

The foregoing grants are subject to:

(a) The restrictions, rules and regulations set forth in the Governing Documents and any other applicable covenants;

(b) Any restrictions or limitation contained in any deed or easement conveying such property or easement to the Association;

(c) The right of the Board to adopt rules regulating the use and enjoyment of the Common Elements;

(d) The right of the Board to suspend the right of an Owner to use the Common Elements (i) for any period during which any charge or assessment against such Owner's Unit remains delinquent, and (ii) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation of the Governing Documents after notice and a hearing pursuant to the Bylaws.

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

10.2 Easements for Utilities and Infrastructure.

(a) All dedications, limitations, restrictions and reservations of easements, including those for drainage, prepared and recorded by Declarant and/or set forth on the Plat are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth in this Declaration.

(b) The Declarant hereby grants to the Association and each Owner of a Unit, and, so long as the Declarant owns a Unit, reserves for itself, and reserves the right to grant to utility providers, the Association, and the owners of any of the Units perpetual non-exclusive utilities easements located as described on the Plat for the purpose of:

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

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

(iii) Access to read utility meters.

(c) All work associated with the exercise of the easements described in subsections (a) and (b) of this Section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures on any Unit, nor shall it unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

(d) In order to adequately serve each Unit and the General and Limited Common Elements, utility facilities may be constructed and may encroach on a Unit(s). An easement for such encroachment and for the maintenance of the same shall and does hereby exist.

10.3 Easements for Maintenance, Emergency and Enforcement. The Declarant grants to the Association easements over the Common Elements as necessary to enable the Association to fulfill its maintenance responsibilities under Section 7.2. The Association shall also have the right, but not the obligation, to enter upon any Unit, but not to enter any structure thereon, for emergency, security, and safety

reasons and to inspect for the purpose of ensuring compliance with the Governing Documents and to enforce the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. Some of the General Common Elements are or may be located within the Units or may be conveniently accessible only through the Units. The Owners of other Units shall have the irrevocable right, to be exercised by the Association as their agent, to have access to each Unit and to all General Common Elements from time to time during such reasonable hours as may be necessary for the maintenance, repair, or replacement of any of the General Common Elements located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the General Common Elements or to any Unit or Units. The Association shall also have such right independent of any agency relationship. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the General Common Elements or as a result of emergency repairs within another Unit at the instance of the Association or of Owners shall be an expense of all of the Owners of the General Common Elements; provided, however, that if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all of such damage. Amounts owing by Owners pursuant hereto shall be collected by the Association by assessment pursuant to Article VIII.

10.4 Easements for Cross-Drainage. Every Unit shall be burdened with easements for natural drainage of storm water runoff from other portions of the Properties; provided, no Person shall alter the natural drainage on any Unit to increase materially the drainage of storm water onto adjacent portions of the Properties without the consent of the Owner(s) of the affected Unit and the Board.

10.5 Easement for Emergency Vehicles. The Properties are hereby burdened with an easement allowing all policemen, firemen, ambulance personnel, and similar emergency personnel entry to perform their duties, including the enforcement of traffic regulations.

10.6 Easement for Encroachments. If any part of the Common Elements encroaches or shall hereinafter encroach upon a Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Elements, or upon an adjoining Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Elements or the Units. Encroachments referred to herein are limited to encroachments caused by engineering errors, settling, rising, or shifting of the earth, or by changes in position caused by construction, repair or reconstruction or any part thereof in accordance with the original plans and any encroachment due to building overhang or projection.

10.7 Owner's Right to Ingress and Egress and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Elements necessary for access to her/his Unit and to the Limited Common Elements designated for use in connection with his/her Unit, and shall have the right to the horizontal and lateral support of her/his Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

ARTICLE XI AMENDMENT OF DECLARATION

11.1 By Declarant. In addition to any specific amendment rights granted elsewhere in this Declaration, until the conveyance of ninety-five percent (95%) of the Units to an Owner unaffiliated with Declarant, Declarant may unilaterally amend or repeal this Declaration for any purpose, provided that any such amendment or repeal does not materially adversely affect the rights or interests of any other Owner. Thereafter, and until such time as Declarant no longer owns any interest in the Project, Declarant may

unilaterally amend this Declaration if such amendment is necessary to (i) correct clerical, typographical or technical errors, or to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) enable any institutional lender, the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or any successor or similar governmental authority to make, purchase, insure or guaranty mortgage loans on the Units; (iv) to satisfy the requirements of any local, state or federal governmental agency, including any department of real estate or real estate commission, (v) correct or reflect modifications to, or discrepancies in, the physical attributes of the Project, including the size, location and configuration of Units and Common Elements, that may have arisen during construction of the Project, or (iv) to satisfy the reasonable and customary underwriting requirements of any insurance company providing insurance on any portion of the Project.

In addition to the foregoing, for as long as Declarant owns a Unit, Declarant shall have the right to (a) relocate the boundaries of and between two adjoining Units, (b) physically combine a part of or combination of parts of the space of one Unit with a part of or combination of parts of the space within one or more adjoining Units, or (c) subdivide a Unit or part of a Unit to create additional Units (in each case, provided that the affected Units are owned by Declarant). Before exercising its rights herein, Declarant must obtain all necessary approvals from any governmental authority having jurisdiction over the Project before exercising its rights herein. Declarant shall be permitted to execute and record any amendment to the Declaration or the Condominium Plat, or both, effectuating the relocation of boundaries of, combination or subdivision, or redesignation of Unit(s). If Declarant requires, whether for title purposes, governmental approvals or otherwise, the Board shall ratify the action in connection with effectuating such relocation of boundaries, combination or subdivision, or redesignation of Unit(s), and take such necessary actions in connection therewith if the requirements in this section have been satisfied.

Notwithstanding the foregoing reserved amendment rights of Declarant, Declarant shall obtain written consent of mortgagees that represent at least 51% of the votes of Owners that are subject to mortgages if the subject amendment is materially adverse to such mortgagees; provided, however, that if such Mortgagees fail to respond to any written proposal for an amendment within 60 days after receipt of proper notice of the proposal (delivered by certified mail or registered mail with a return receipt requested), such approval shall be deemed implied as of the date of expiration of such 60 day period.

11.2 By Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of at least sixty-six percent (66%) of the Members.

11.3 Validity and Effective Date. No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant. If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. Any amendment shall become effective upon recording in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within thirty (30) days of its recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

ARTICLE XII MECHANIC'S LIEN RIGHTS

No labor performed or services or materials furnished with the consent of or at the request of an Owner or his/her agent or her/his contractor or subcontractor shall be the basis for the filing of a lien against

the Unit of any other Owner, or against any part thereof, or against any other property of any other Owner, unless such other Owner has expressly consented to or requested the performance of such labor or furnishing of such materials or services. Such express consent shall be deemed to have been given by the owner of any Unit in the case of emergency repairs thereto. Labor performed or services of materials furnished for the Project or any portion thereof, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner of that portion of the Project. Any Owner may remove his/her Unit from a lien against two or more Units or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to her/his Unit.

ARTICLE XIII MISCELLANEOUS

13.1 Registration of Mailing and E-mail Address; Notice; Implied Approval of Mortgagees and Guarantors. Each Owner shall register his/her mailing address and e-mail address with the Association and all notices or demands intended to be served upon any Owner shall be sent by either (a) registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address, by personal delivery or by overnight courier, or (b) by e-mail. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, or by overnight courier to the address of the Association as designated in the Association Bylaws, or if no such address is designated, to the registered agent of the Association with the Wyoming Secretary of State. All notices or demands intended to be served to a Mortgagee or guarantor of a recorded mortgage shall be given by registered or certified mail, postage prepaid, return receipt requested or by overnight courier. Any notice referred to in this Section to an Owner or the Association shall be deemed given when deposited in the United States mail or when delivery or refusal of delivery occurs when deposited by an overnight courier, or when sent by e-mail, as is provided for in this Section. Any notice referred to in this Section to a Mortgagee or guarantor of a mortgage of record shall be deemed given when such entity or person receives such notice; provided, however, that if such Mortgagees or guarantors fail to respond to any request within 60 days after receipt of proper notice of the request (delivered by certified mail or registered mail with a return receipt requested), such approval shall be deemed implied as of the date of expiration of such 60-day period.

13.2 Exhibits. The exhibits attached to this Declaration are incorporated by this reference and amendments of such exhibits shall be governed by this Article.

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

13.4 Owner's Obligations Continue. The Owner of a Unit shall have no obligation for expenses or other obligations accruing after he/she sells his/her entire interest in such Unit.

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

13.6 Severability. If any of the provisions of this Declaration or any clause, paragraph, sentence, phrase, or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstance shall not be affected thereby.

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

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

13.9 Condemnation.

(a) **Consequences of Condemnation.** If, at any time or times during the continuance of the condominium ownership pursuant to this Declaration, all or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

(b) **Proceeds.** All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Association.

(c) **Complete Taking.** In the event that the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned among 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) of the Units in proportion to their interest in the Common Elements as set forth on **Exhibit A** attached hereto, provided that if a standard different from the value of the Project as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree, or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

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

(d) **Partial Taking.** In the event that less than the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Owners as follows: (a) the total amount allocated to taking of or injury to the Common Elements shall be apportioned among Owners of the Units in proportion to

their interest in the Common Elements as set forth on **Exhibit A** attached hereto, (b) the total amount allocated to severance damages shall be apportioned to those Condominium Units which were not taken or condemned, (c) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within her/his own Unit shall be apportioned to the particular Unit involved, and (d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made in the same manner provided above in Subsection (c), 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.

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

(f) **Reconstruction and Repair.** Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified above.

(g) **Limitations in Action of Owners Association.** Notwithstanding any other provisions in this Article and except as provided by statute, in case of condemnation or substantial loss to the Units and/or Common Elements, unless at least three-fourths of Owners of the individual Units have given their prior written approval and unless the additional approval of mortgagees who represent at least 51% of the votes of the Owners that are subject to mortgages of record at such time have given their prior written approval, the Association may not:

- (1) By act or omission seek to abandon or terminate the Project;
- (2) Change the pro rata interest or obligations of any Unit in order to levy assessments or charges, allocate distribution of hazard insurance proceeds or condemnation awards or determine the pro rata share of ownership of each Unit in the Common Elements;
- (3) Partition or subdivide any Unit;
- (4) Seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements by act or omission; or
- (5) Use hazard insurance proceeds for losses to any Project property (whether Units or Common Elements) for other than the repair, replacement or reconstruction of the Project property.

13.10 Negotiation and Mediation. The provisions of this Section 13.10 are in addition to the provision of Section 9.14. The term “**Claims**” means any and all causes of action, claims, costs, damages, expenses, liabilities, and other claims. The Persons subject to this Declaration will make every reasonable effort to meet in person and confer for the purpose of resolving any Claim by good faith negotiation. If requested in writing, the Board may appoint a representative to assist the parties in negotiation. The term “**Bound Party**” shall mean Declarant, the Association, its officers, directors, and committee members, if

any, all Persons subject to this Declaration, and any Person subject to this Declaration. Any Bound Party having a Claim (“**Claimant**” against any other Bound Party (“**Respondent**”) (collectively, the “**Parties**”) shall notify each Respondent in writing (the “**Request for Resolution**”), stating plainly and concisely: (i) the nature of the Claim, including the Persons involved and Respondent; (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); (iii) Claimant’s proposed remedy; and (iv) that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim; and (v) that Respondent must respond to the Request for Resolution within thirty (30) days of its receipt or it will be deemed to have been rejected.

(a) If a respondent to a Claim rejects the Request for Resolution, or the Parties do not resolve the Claim within forty-five (45) days of the date of acceptance of the Request for Resolution (or within such other period as may be agreed upon by the Parties) (“**Termination of Negotiations**”), Claimant shall have fifteen (15) additional days to submit the Claim to mediation under the auspice of an independent mediation agency providing dispute resolution services (including through travel) in Teton County, Wyoming.

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

(c) Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings (“**Termination of Mediation**”). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated. If the mediation is successful, each party shall bear their own costs and attorney fees.

(d) If the Disputing Persons are not successful in resolving the dispute through the mediation, then the Disputing Persons, or any one of them, may pursue, subject to the provisions of Section 9.14, any remedy at law or equity.

13.11 Rights of Mortgagees and Guarantors. Within at least thirty days of the Association obtaining actual knowledge of the following, the Association shall send written notification to all Mortgagees and Guarantors of a mortgage of record of the following events:

(a) Any condemnation or casualty loss that affects either a material portion of the Project or the Unit that secures a mortgage;

(b) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of a Unit on which such Mortgagee or Guarantor holds a mortgage;

(c) A lapse, cancellation or material modification of any insurance policy maintained by the Association upon which the Association; and

(d) Any proposed action that requires the consent of a specified percentage of Mortgagees.

13.12 Declarant as Beneficiary. Notwithstanding anything to the contrary contained in this Declaration, the Declarant shall be deemed a third-party beneficiary of this Declaration and shall have the

right and standing to enforce the terms and conditions hereof against the individual Owners or the Association, as the case may be, for a period of ten (10) years after the date of this Declaration.

13.13 No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or any other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Units and/or Common Elements.

[Signature Page Follows]

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

Declarant:

GLENWOOD JH, INC., a Wyoming corporation

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as the
_____ of GLENWOOD JH, INC., a Wyoming corporation, this ____ day of
_____, 20__.

Witness my hand and official seal.

Notary Public
My commission Expires:

**EXHIBIT A
TO CONDOMINIUM DECLARATION**

[illegible]

TO WIT:

THAT the undersigned have examined a copy of that plat prepared (Date), of THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON, and being identical to Lot 1-4, Block 6, Town of Jackson, in the Office of the Clerk of Teton County, Wyoming as Plat No. 100;

THAT Stronghurst, LLC is holder of a mortgage on the lands depicted on said plat of The Glenwood Condominium Addition to the Town of Jackson and described under the Certificate of Surveyor and Certificate of Owner on said plat;

THAT, in the name of and on behalf of Stronghurst, LLC, a Wisconsin limited liability company, the undersigned acknowledge, accept, and consent to the subdivision of land depicted on said plat of Westview Condominium Addition to the Town of Jackson and described in said Certificate of Owner.

Stronghurst, LLC
a Wisconsin limited liability company

Seal:

By: _____
(Name)
(Title)
Stronghurst, LLC

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, who being duly sworn, did say that they are (TITLE) and acknowledged that said instrument was signed by them on behalf of Stronghurst, LLC.

WITNESS my hand and official seal.

Notary Public

My commission expires:

**AFFIDAVIT OF
ACKNOWLEDGMENT AND ACCEPTANCE
OF PLAT
THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON
BY
ROSEVILLE VENTURES II, LLC**

TO WIT:

The undersigned officer of Roseville Ventures II, LLC, being first duly sworn, depose and say:

THAT the undersigned have examined a copy of that plat prepared **(Date)**, of THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON, and being identical to Lot 1-4, Block 6, Town of Jackson, in the Office of the Clerk of Teton County, Wyoming as Plat No. 100;

THAT Roseville Ventures II, LLC is holder of a mortgage on the lands depicted on said plat of The Glenwood Condominium Addition to the Town of Jackson and described under the Certificate of Surveyor and Certificate of Owner on said plat;

THAT, in the name of and on behalf of Roseville Ventures II, LLC, a Wisconsin limited liability company, the undersigned acknowledge, accept, and consent to the subdivision of land depicted on said plat of Westview Condominium Addition to the Town of Jackson and described in said Certificate of Owner.

ATTEST:

Roseville Ventures II, LLC
a Wisconsin limited liability company

Seal:

By: _____

By: _____
(Name)
(Title)
Roseville Ventures II, LLC

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, who being duly sworn, did say that they are **(TITLE)** and acknowledged that said instrument was signed by them on behalf of Roseville Ventures II, LLC.

WITNESS my hand and official seal.

Notary Public

My commission expires:

TO WIT:

THAT the undersigned have examined a copy of that plat prepared (Date), of THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON, and being identical to Lot 1-4, Block 6, Town of Jackson, in the Office of the Clerk of Teton County, Wyoming as Plat No. 100;

THAT Bank of Jackson Hole is holder of a mortgage on the lands depicted on said plat of The Glenwood Condominium Addition to the Town of Jackson and described under the Certificate of Surveyor and Certificate of Owner on said plat;

THAT, in the name of and on behalf of Bank of Jackson Hole, a Wyoming corporation, the undersigned acknowledge, accept, and consent to the subdivision of land depicted on said plat of Westview Condominium Addition to the Town of Jackson and described in said Certificate of Owner.

Seal:

By: _____
 (Name)
 (Title)
 Bank of Jackson Hole

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, who being duly sworn, did say that they are (TITLE) and acknowledged that said instrument was signed by them on behalf of Bank of Jackson Hole.

WITNESS my hand and official seal.

Notary Public

My commission expires:

Printed by registered on Sep 10, 2021 at 8:07 am

CERTIFICATE OF OWNER

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

The undersigned, acting for and on behalf of Glenwood JH, Inc, a Wyoming corporation, owner and proprietor of the lands of this plat, Lots 1, 2, 3 and 4 of Block 6 of the Original Townsite of Jackson according to that plat recorded in the Office of the Teton County Clerk on July 18, 1901 as Plat No. 100, 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 THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON, which is a condominium subdivision identical with Lots 1, 2, 3 and 4 of Block 6 of the Original Townsite of Jackson;

that said Lots 1, 2, 3 and 4 of Block 6 of the Original Townsite of Jackson are hereby vacated in accordance with Section 34–12–106 through Section 34–12–110, Wyoming Statues and that in accordance with said Section 34–12–110, said Clerk is respectfully requested to write "VACATED" across said Lots 1, 2, 3 and 4 on Plat No. 100;

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 subject to the following planning approvals: Development Plan (P19–172), Development Option Plan (P20–172) & Development Option Plan (P21–025);

that the foregoing subdivision is in accordance with, and subject to the terms and conditions of that 'Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, Wyoming' to be recorded in said office of County Clerk at the time of recordation of 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 (CCE & 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 Special Restrictions for Workforce Ownership Housing to be recorded on Units 18, 19, 20, & 21 at the time of recordation of this plat;

that access to sewer and water facilities, including pipelines, manholes, meters, and valves is hereby granted to the Town of Jackson;

that the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, the right to grant unto other parties non-exclusive easements for any purpose the undersigned deems necessary in, under, and across the foregoing subdivision and easements shown on this plat, as may be amended by the terms of the third party instruments that created such easements, provided that such future grants shall not cause unreasonable interference with the rights granted by this plat;

that the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, and is hereby granted the right to ingress and egress over, upon, and across the foregoing subdivision, and the right to perform all construction activities necessary in, under, over, upon, and across the foregoing subdivision, including, but not limited to, grading, installation of infrastructure, landscaping, utilities and roadways and to store materials thereon and to make such other uses thereof as may be reasonably necessary and incidental to the completion of the development of the foregoing subdivision;

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–25878)

All matters as delineated on the Official Plat of Original Townsite of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 100;

The Terms and Conditions of Affidavit and Agreement between the Town of Jackson and The Undersigned Applicants Relating to a Planned Mixed Use Development Master Plan Pursuant to Ordinance No. 680, recorded August 23, 2007, as Book 675, page 560, Official Records, 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 June 24, 2008 in Book 702, page 583, Official Records, in said Office of Teton County Clerk;

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

that access to the foregoing subdivision is via adjacent W Gill Ave and Glenwood St, as shown hereon;

that this subdivision is subject to all easements, rights-of-way, reservations, agreements, restrictions and conditions of sight 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;

that all rights under and by virtue of the homestead exemption laws of this state are hereby released and waived;

Glenwood JH, Inc., a Wyoming corporation

Signature by separate affidavit recorded concurrently with this plat.

CERTIFICATE OF ENGINEER

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

I, Joseph M. Lovett, a Wyoming Professional Engineer of Jackson, Wyoming hereby certify that the water distribution systems and sewage collection systems designed to serve the foregoing subdivision are connected to the Town of Jackson water and sewer systems, and that the water and sewer systems and the private storm water collection system 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;

Joseph M. Lovett, P.E.
Wyoming Professional Engineer No. 16371

The foregoing instrument was acknowledged before me by Joseph M. Lovett this ____ day of _____

WITNESS my hand and official seal.

Notary Public
My commission expires:

CERTIFICATE OF APPROVAL

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

Pursuant to Section 15–1–415 Wyoming Statutes, and the pertinent Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, the GLENWOOD GILL CONDOMINIUM ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council held on the ____ day of _____, 2021;

ATTEST: TOWN OF JACKSON

Lynsey Lenamond, Clerk

Hailey Morton Levinson, Mayor

Brian T. Lenz, Engineer

Paul Anthony, Planning Director

The foregoing instrument was acknowledged before me by Hailey Morton Levinson, Mayor, this ____ day of _____

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Lynsey Lenamond, 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 Paul Anthony, Planning director, this ____ day of _____

WITNESS my hand and official seal.

Notary Public
My commission expires:

CERTIFICATE OF SURVEYOR

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

I, Matthew P. Gotham, a Wyoming Professional Land Surveyor, do hereby certify:

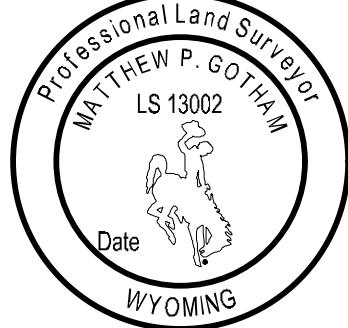
that the lands of this subdivision are identical with Lots 1, 2, 3 and 4 of Block 6 of the Original Townsite of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat 100;

that by the authority of the owner of said Lots 1, 2, 3 and 4 of Block 6 of the Original Townsite of Jackson, said Lots 1, 2, 3 and 4, as shown on this plat are hereby vacated and reconfigured as THE GLENWOOD CONDOMINIUM 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 The Glenwood Condominium Addition To The Town of Jackson are correctly shown on this plat, and are from data collected during field surveys performed by Jorgensen Associates, P.C. under my direction during August, 2021 and from architectural plans prepared by Northworks Architects of Jackson, WY;

that the foregoing subdivision is SUBJECT TO easements, rights-of-way, covenants, conditions, restrictions, reservations, encumbrances, or agreements of sight 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.



Matthew P. Gotham
Wyoming Professional Land Surveyor No. 13002

The foregoing instrument was acknowledged before me by Matthew P. Gotham this ____ day of _____

WITNESS my hand and official seal.

Notary Public
My commission expires:

NOTES

This subdivision is connected to the Town of Jackson water distribution system, sewage collection and treatment systems 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

No fault line exists on the subject property

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 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:

Glenwood JH, Inc
4011 80th Street
Kenosha, WI 53142

SURVEYOR & ENGINEER:

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

ARCHITECT:

Northworks Architects
185 E Hansen Avenue
Jackson, Wyoming 83001
307–201–5324

UNIT SUMMARY

TOTAL NO. OF UNITS: 21

NO. OF RESIDENTIAL UNITS: 21

SHEET INDEX

SHEET	TITLE
1	CERTIFICATES, LAND USE INFORMATION, & GENERAL NOTES
2	OVERVIEW, NOTES, & VICINITY MAP
3	1ST FLOOR LEVEL PLAN VIEW, NOTES
4	1ST FLOOR LEVEL PLAN VIEW, NOTES
5	2ND FLOOR LEVEL PLAN VIEW, NOTES
6	3RD FLOOR LEVEL PLAN VIEW, NOTES
7	ROOF FLOOR LEVEL PLAN VIEW, NOTES
8–22	SECTIONS A–AC (29 SECTIONS TOTAL)

**THE GLENWOOD CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION IDENTICAL
WITH LOTS 1–4, BLOCK 6, TOWN OF JACKSON, PLAT NO. 100**

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 1 of 22
CERTIFICATES, LAND USE INFORMATION, & GENERAL NOTES

PREPARED BY: RF

LAST REVISED: 08/31/2021
MAP PREPARED: 08/27/2021

PROJECT NUMBER: 18105



JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

20210810100 - Issue 00000-Survey/Condominium Plat Certificate.dwg

LOT 5-6, BLOCK 6
Roseville Ventures II, LLC

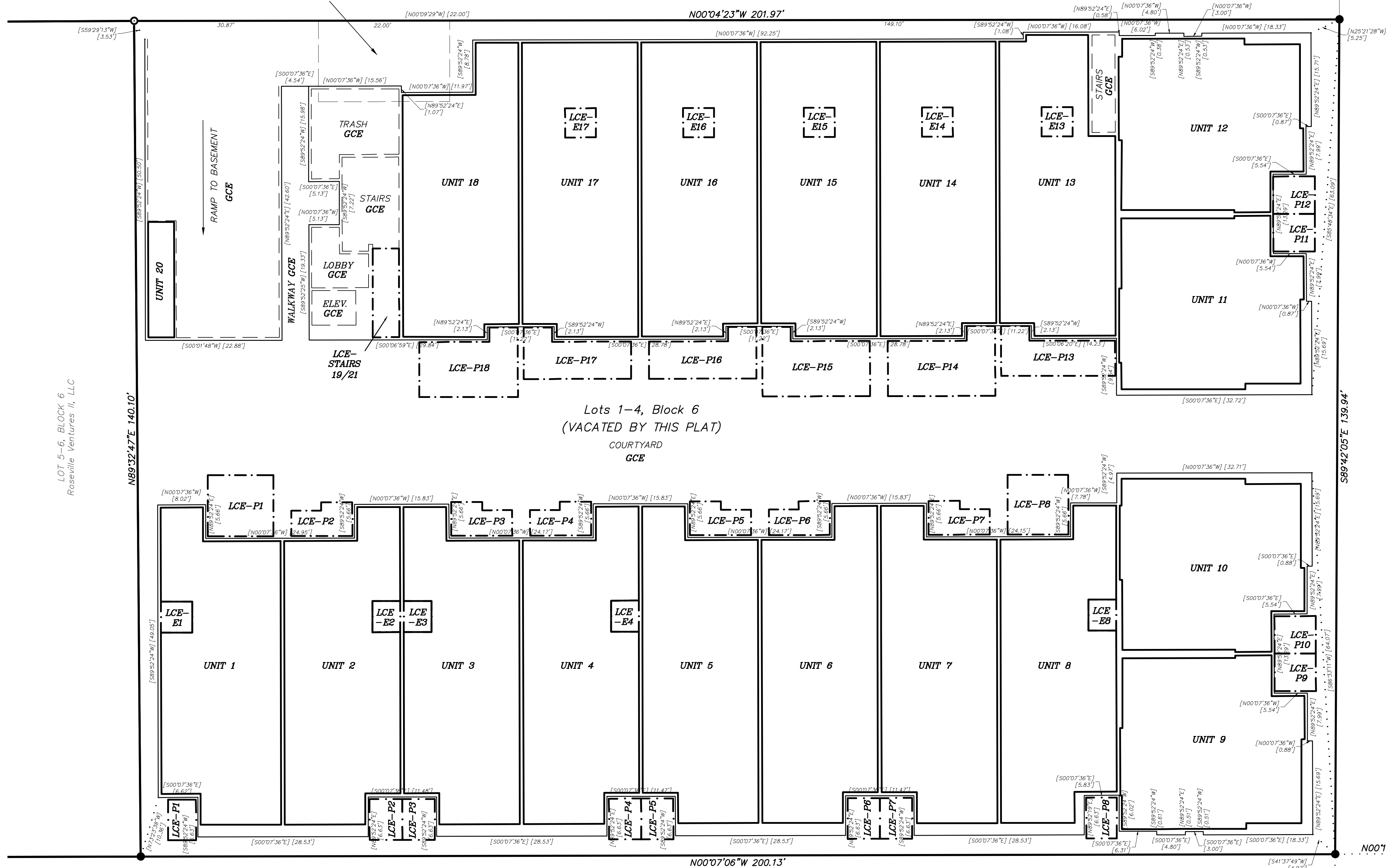
LOT 17 & N1/2 LOT 16, BLOCK 6
JUB LLC

MILLER PARK LOFTS CONDOMINIUMS
PLAT NO. 1318

BUFFALO CLUB CONDOMINIUMS
PLAT NO. 1250

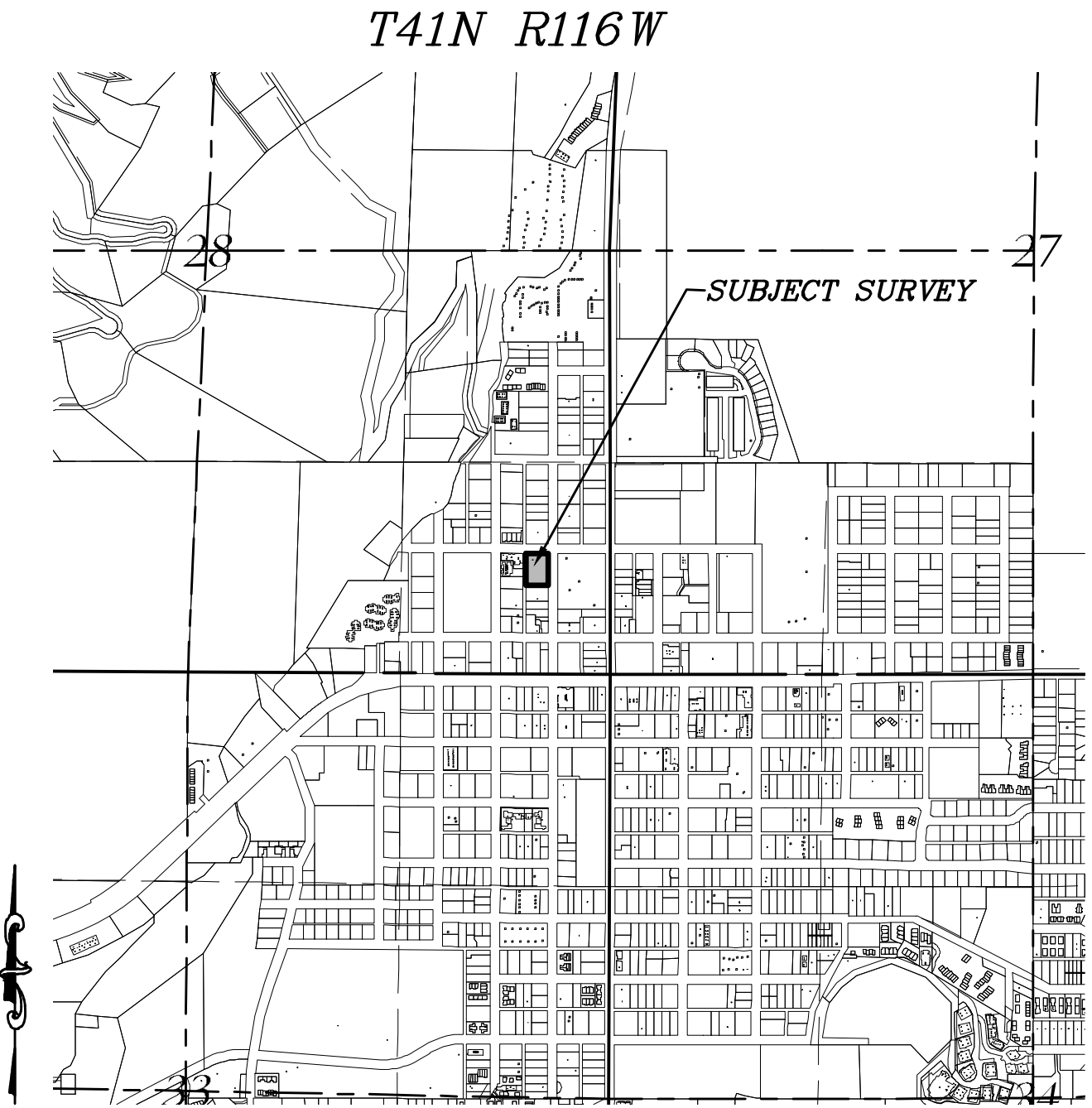
ALLEY (20'-PUBLIC)

DISTRIBUTION ELECTRIC EASEMENT
BENEFITING
LOWER VALLEY ENERGY, INC.
BK702P583



Lots 1-4, Block 6
(VACATED BY THIS PLAT)
COURTYARD
GCE

WEST GILL AVE



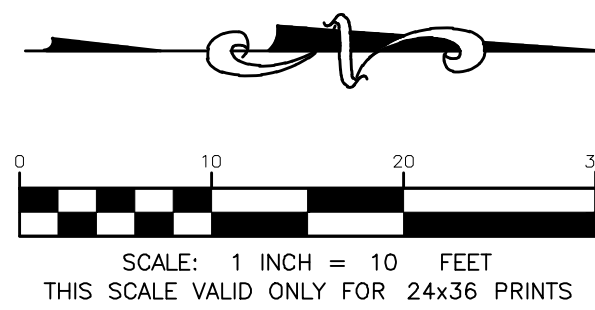
VICINITY MAP
SCALE 1"=1000'

LEGEND

- steel pipe with brass cap inscribed "PE + LS 578"
- steel pipe with brass cap inscribed "PLS 3889"
- reinforcing steel bar with 1/2" diameter aluminum cap inscribed "PLS 6447"
- reinforcing steel bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES P.C. PLS 13629"
- measured bearing & distance or curve geometry
- calculated bearing & distance or curve geometry
- boundary, this subdivision
- boundary, units contained within each building (only ground floor level units depicted on this drawing for clarity. See sheets 3-22 for individual unit details)
- boundary, adjoining property
- ties to exterior face of building foundation at ground level
- exterior face of building foundation at ground level
- represents an interior building ceiling or wall face limit in plan view
- boundary of Limited Common Elements, including elevators, patios and storage spaces
- boundary, easement
- UNIT 1 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 Glenwood Condominium Addition to the Town of Jackson)
- 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-P Limited Common Elements - Patio; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as a patio or deck
- LCE-S Limited Common Elements - Storage; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision for storage purposes
- LCE-E Limited Common Elements - Elevator; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as an elevator

PROJECT BENCHMARK
ELEV. = 6222.2'

N GLENWOOD ST



THE GLENWOOD CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION IDENTICAL
WITH LOTS 1-4, BLOCK 6, TOWN OF JACKSON, PLAT NO, 100

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 2 of 22

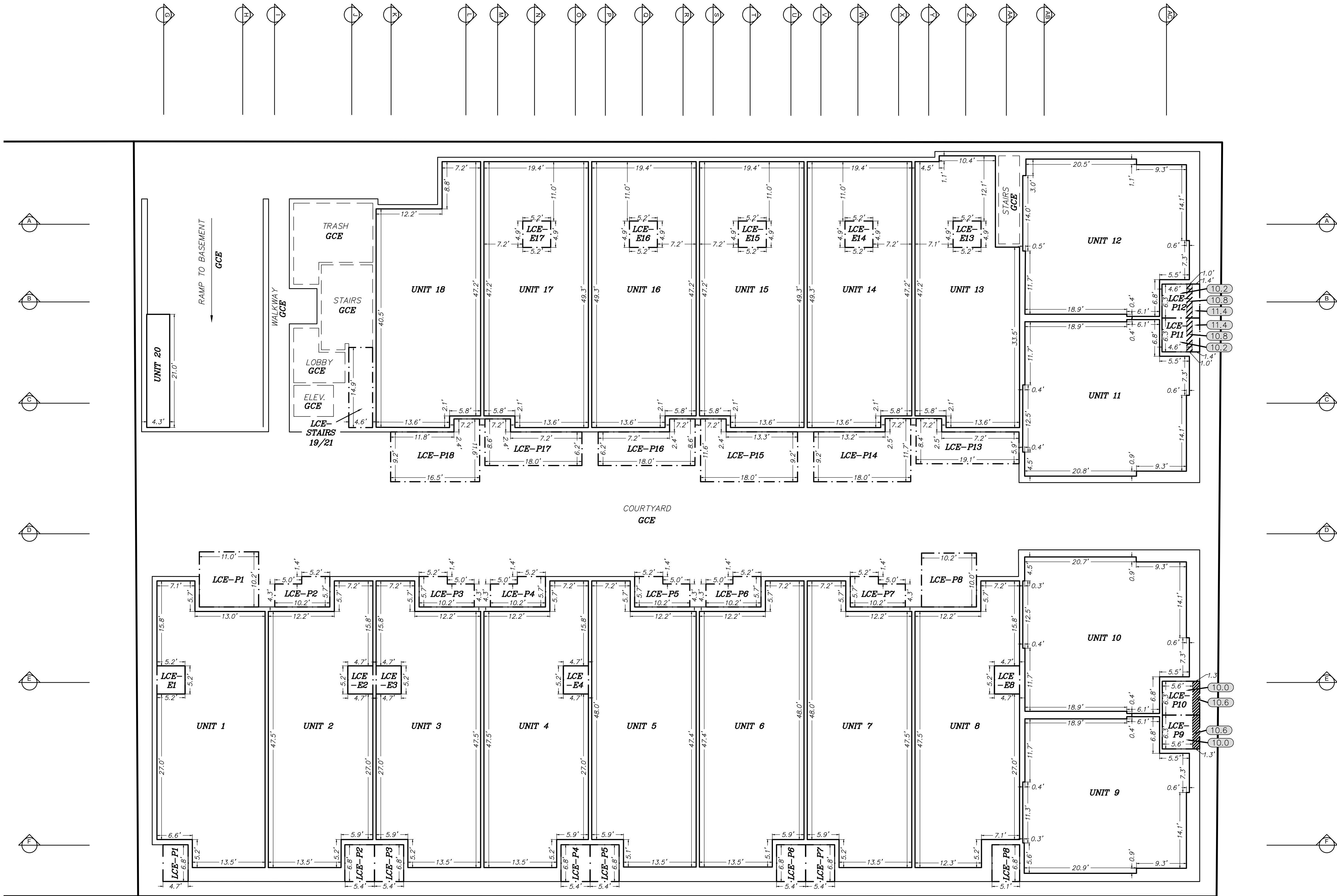


Indicates drop ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights

- SCALE: 1 INCH = 10 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINT

PREPARED BY: RE LAST REVISED: 09/10/2021
MAP PREPARED: 09/10/2021 PROJECT NUMBER: 18105

Plotted by Jorgensen on Sept. 15, 2021 at 4:57pm
P:\2021\18105 - Glenwood Subdiv\Jorgensen\Plat\Glenwood.dwg



LEGEND

UNIT 1

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 Glenwood 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 siding

Boundary of Limited Common Elements, including patios, elevators and storage spaces

GCE

LCE-P

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-S

Limited Common Elements - Patio; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as a patio or deck

LCE-E

Limited Common Elements - Elevator; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as an elevator

PARKING SPACE

Represents the extents of individual parking spaces located in the basement

(14.3)

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

(13.2)

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

1. PLAN VIEWS AND SECTION VIEWS DEPICTED ON THIS PLAT WERE PREPARED FROM ARCHITECTURAL PLANS PREPARED BY OTHERS AND FROM SURVEYED MEASUREMENTS.
2. 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.
3. PLAN VIEW BUILDING ANGLES ARE RIGHT ANGLES; SEE SHEET 2 OF THIS PLAT FOR BEARINGS OF BUILDING FOUNDATION AND TIES FROM BUILDING FOUNDATION TO SUBDIVISION LOT CORNERS. ALL DIMENSIONS DEPICTED HEREON ARE PARALLEL WITH OR PERPENDICULAR TO THE BUILDING FOUNDATION.
4. BASE ELEVATION = 6222.2' FOR IPBC INSCRIBED "PLS 3831" AT THE SOUTH EASTERN CORNER OF BLOCK 1, AS DEPICTED ON THE OVERVIEW MAP, SHEET 2, OF THIS SUBDIVISION. ELEVATIONS DEPICTED HEREON REFER TO THE 1988 VERTICAL DATUM.
5. FOR DEFINITION OF THE TERMS CONDOMINIUM UNIT, GENERAL COMMON ELEMENT, AND LIMITED COMMON ELEMENT, REFER TO THE CONDOMINIUM DECLARATION FOR THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON TO BE RECORDED IN THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING, ON THE SAME DATE AS THIS PLAT.
6. ALL COMMON ELEMENTS ARE SUBJECT TO THE RESERVED RIGHTS OF THE DECLARANT AS SET FORTH IN SAID CONDOMINIUM DECLARATION.
7. INTERIOR DIMENSIONS ARE TO FACE OF STUD WALL.



SCALE: 1 INCH = 10 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

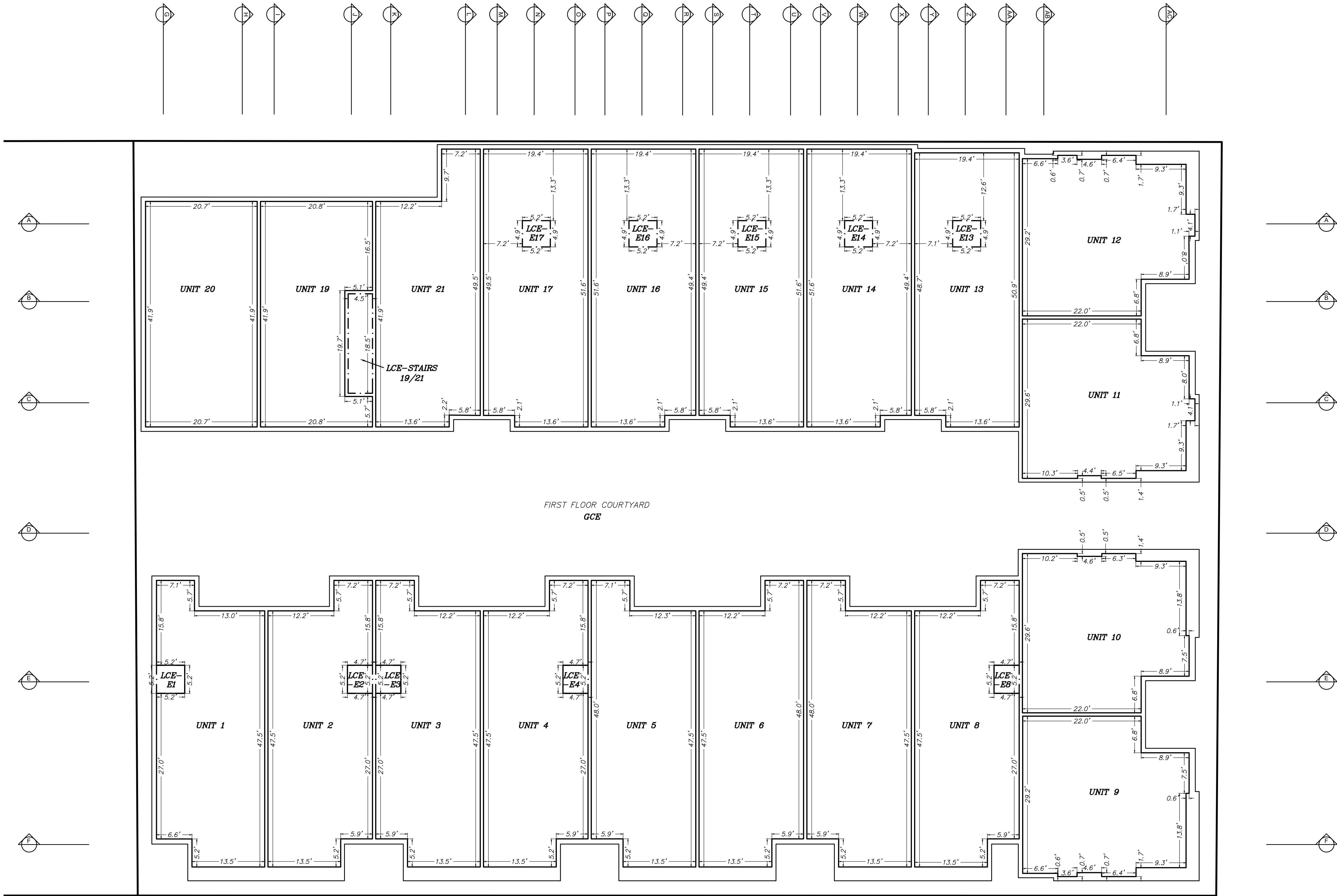
FIRST FLOOR LEVEL PLAN VIEW

THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON A CONDOMINIUM SUBDIVISION IDENTICAL WITH LOTS 1-4, BLOCK 6, TOWN OF JACKSON, PLAT NO, 100

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 4 Of 22

Plotted by Jorgensen on Sept. 15, 2021 at 8:50am
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LEGEND

UNIT 1

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 Glenwood 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 siding

Boundary of Limited Common Elements, including patios, elevators and storage spaces

GCE

LCE-P

LCE-S

LCE-E

PARKING SPACE

(14.3)

(13.2)

General Common Element (Common Element used interchangeably within said Declaration); portions of this subdivision EXCEPT for Units, as more specifically defined in said Declaration

Limited Common Elements - Patio; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as a patio or deck

Limited Common Elements - Storage; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision for storage purposes

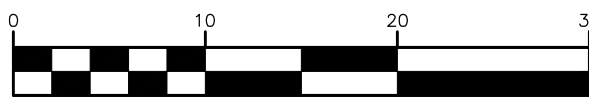
Limited Common Elements - Elevator; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as an elevator

Represents the extents of individual parking spaces located in the basement

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

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

1. PLAN VIEWS AND SECTION VIEWS DEPICTED ON THIS PLAT WERE PREPARED FROM ARCHITECTURAL PLANS PREPARED BY OTHERS AND FROM SURVEYED MEASUREMENTS.
2. 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.
3. PLAN VIEW BUILDING ANGLES ARE RIGHT ANGLES; SEE SHEET 2 OF THIS PLAT FOR BEARINGS OF BUILDING FOUNDATION AND TIES FROM BUILDING FOUNDATION TO SUBDIVISION LOT CORNERS. ALL DIMENSIONS DEPICTED HEREON ARE PARALLEL WITH OR PERPENDICULAR TO THE BUILDING FOUNDATION.
4. BASE ELEVATION = 6222.2' FOR IPBC INSCRIBED "PLS 3831" AT THE SOUTH EASTERN CORNER OF BLOCK 1, AS DEPICTED ON THE OVERVIEW MAP, SHEET 2, OF THIS SUBDIVISION. ELEVATIONS DEPICTED HEREON REFERENCE NAD 83 VERTICAL DATUM.
5. FOR DEFINITION OF THE TERMS CONDOMINIUM UNIT, GENERAL COMMON ELEMENT, AND LIMITED COMMON ELEMENT, REFER TO THE CONDOMINIUM DECLARATION FOR THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON TO BE RECORDED IN THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING, ON THE SAME DATE AS THIS PLAT.
6. ALL COMMON ELEMENTS ARE SUBJECT TO THE RESERVED RIGHTS OF THE DECLARANT AS SET FORTH IN SAID CONDOMINIUM DECLARATION.
7. INTERIOR DIMENSIONS ARE TO FACE OF STUD WALL.



SCALE: 1 INCH = 10 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

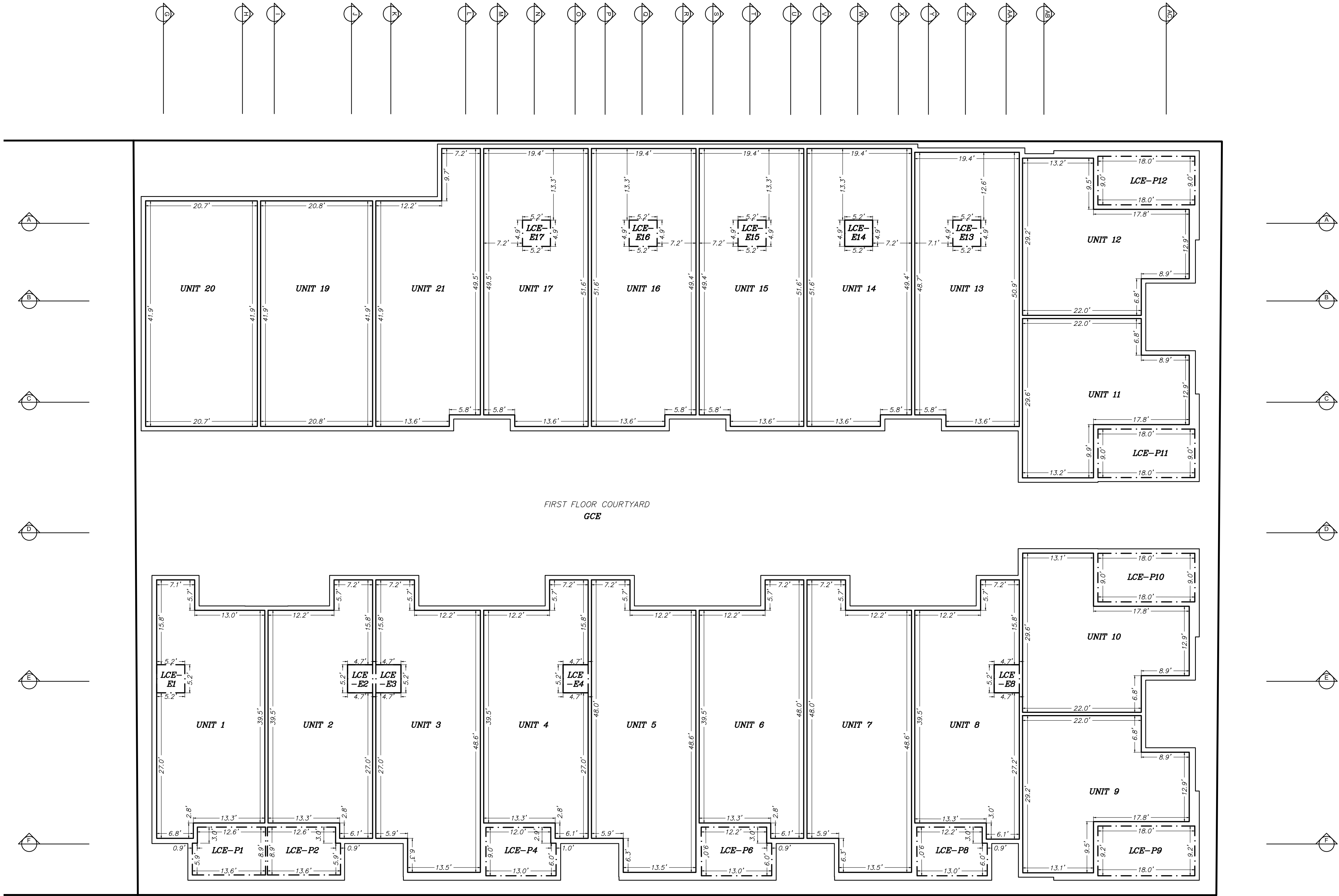
**SECOND FLOOR LEVEL
PLAN VIEW**

**THE GLENWOOD CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION IDENTICAL
WITH LOTS 1-4, BLOCK 6, TOWN OF JACKSON, PLAT NO, 100**

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 5 of 22

Plotted by Jorgensen on Sept. 15, 2021 at 8:50am
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LEGEND

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Exterior face of siding

Boundary of Limited Common Elements, including patios, elevators and storage spaces

GCE

LCE-P

LCE-S

LCE-E

PARKING SPACE

(14.3)

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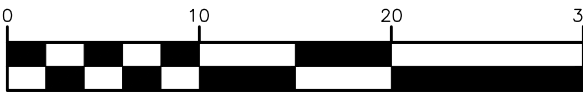
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6. ALL COMMON ELEMENTS ARE SUBJECT TO THE RESERVED RIGHTS OF THE DECLARANT AS SET FORTH IN SAID CONDOMINIUM DECLARATION.
7. INTERIOR DIMENSIONS ARE TO FACE OF STUD WALL.



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**THIRD FLOOR LEVEL
PLAN VIEW**

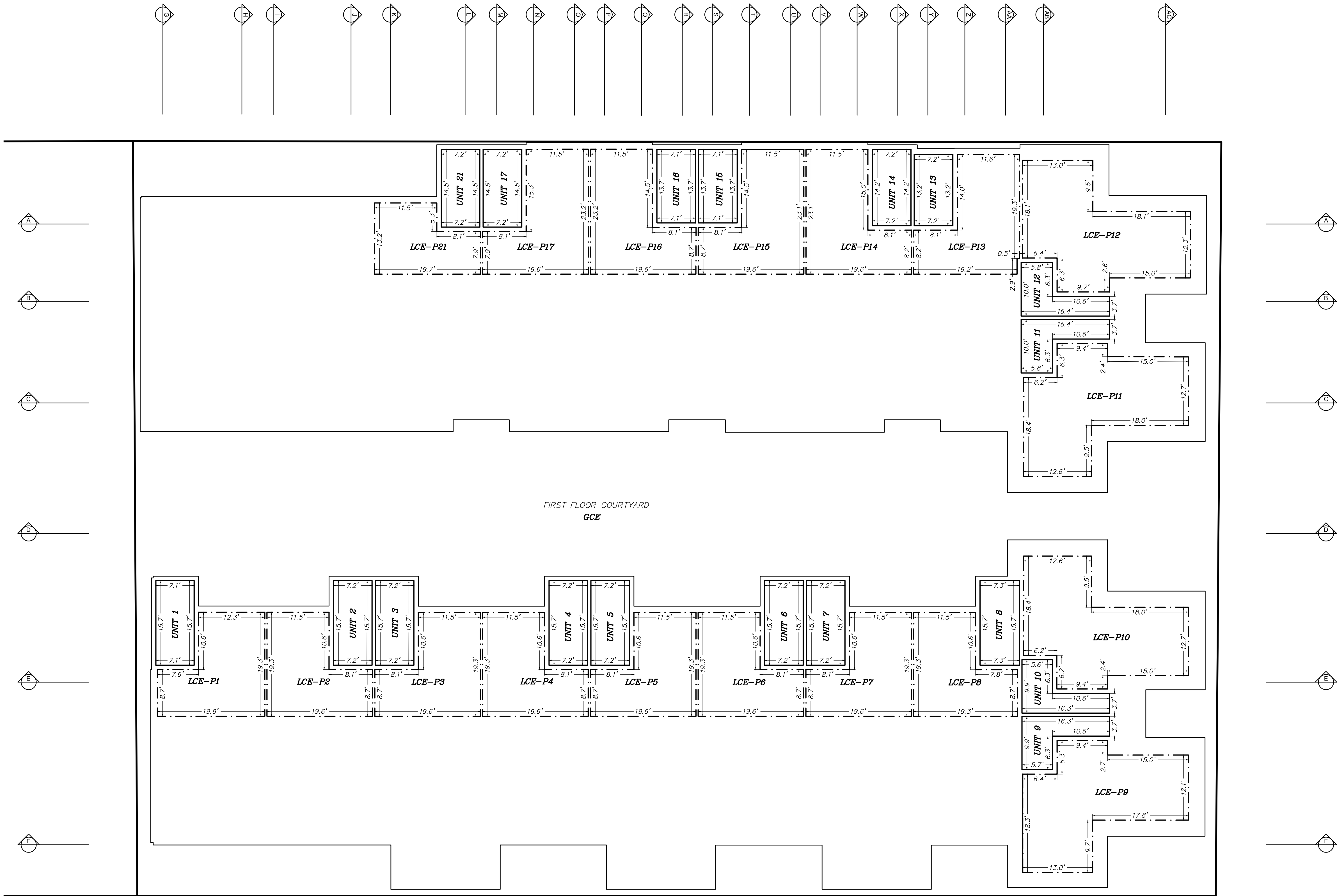
**THE GLENWOOD CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION IDENTICAL
WITH LOTS 1-4, BLOCK 6, TOWN OF JACKSON, PLAT NO, 100**

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 6 Of 22

PREPARED BY: RF
LAST REVISED: 09/10/2021
MAP PREPARED: 09/10/2021
PROJECT NUMBER: 18105

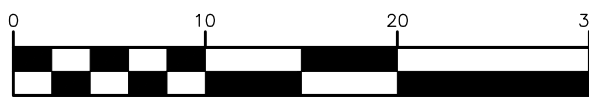
Plotted by Jorgensen on Sept. 15, 2021 at 4:02pm
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LEGEND

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- Exterior face of siding
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- GCE**
- LCE-P**
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- PARKING SPACE**
- Represents the extents of individual parking spaces located in the basement
- (14.3)**
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- (13.2)**
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**ROOF LEVEL
PLAN VIEW**

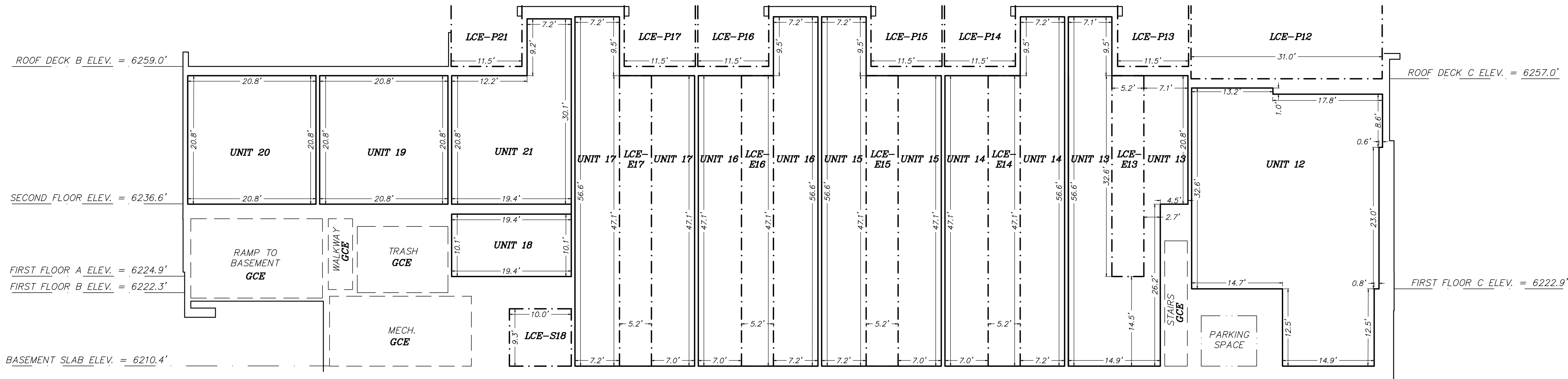
**THE GLENWOOD CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION IDENTICAL
WITH LOTS 1-4, BLOCK 6, TOWN OF JACKSON, PLAT NO, 100**

LOCATED IN THE
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Town of Jackson
Teton County, Wyoming

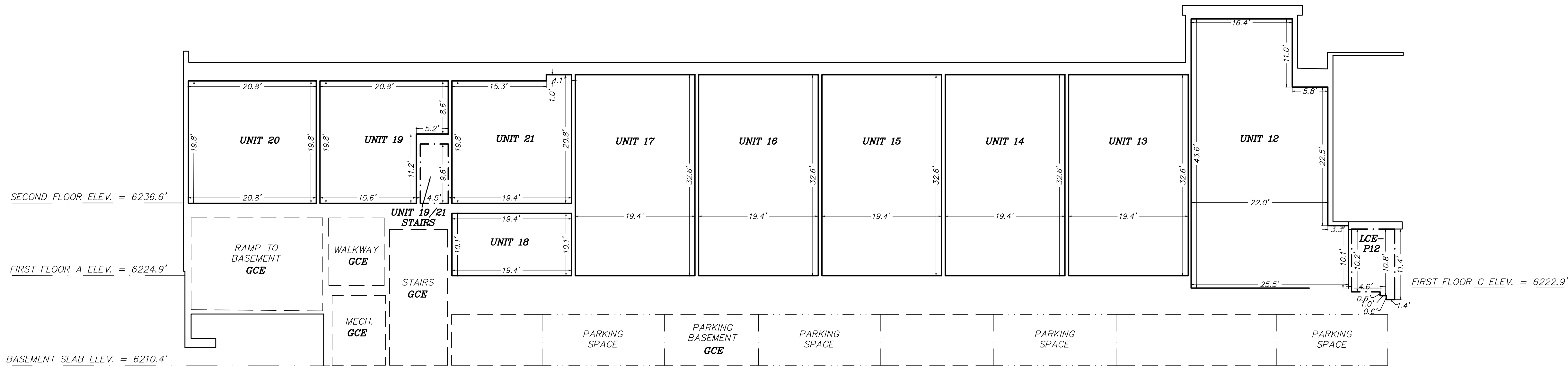
Sheet 7 of 22

Prepared by Jorgensen on Sept. 15, 2021 at 8:00am

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SECTION A



SECTION B

LEGEND

UNIT 1

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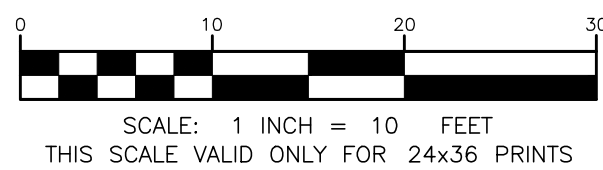
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SECTIONS A & B

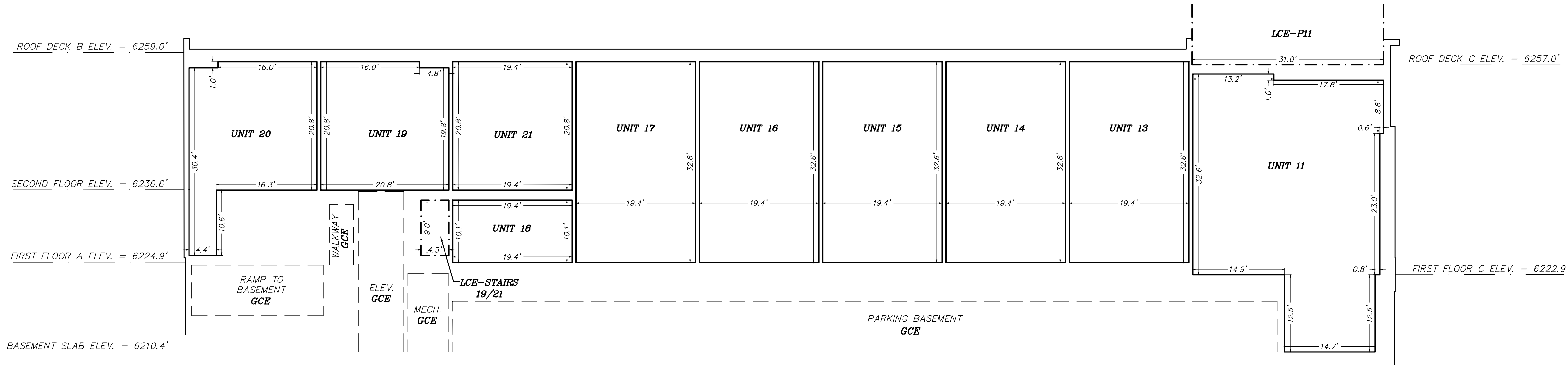
THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON A CONDOMINIUM SUBDIVISION IDENTICAL WITH LOTS 1-4, BLOCK 6, TOWN OF JACKSON, PLAT NO, 100

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
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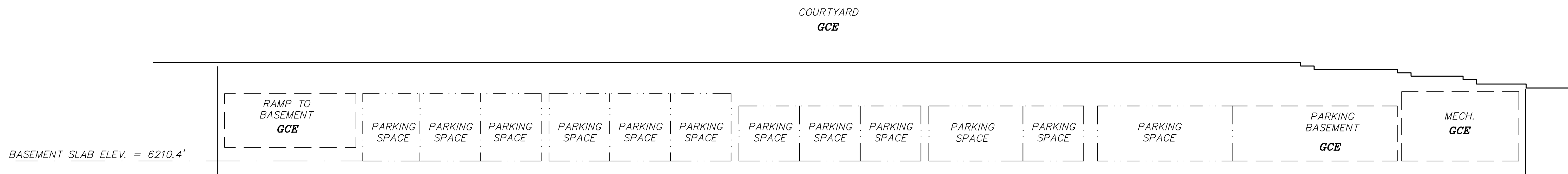
Sheet 8 of 22

Prepared by Jorgensen on Sept. 10, 2021 at 4:02pm

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SECTION C

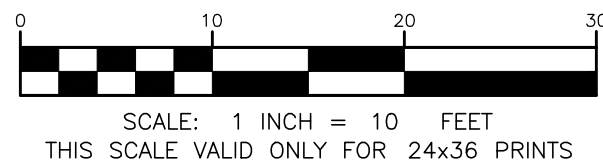


SECTION D

LEGEND

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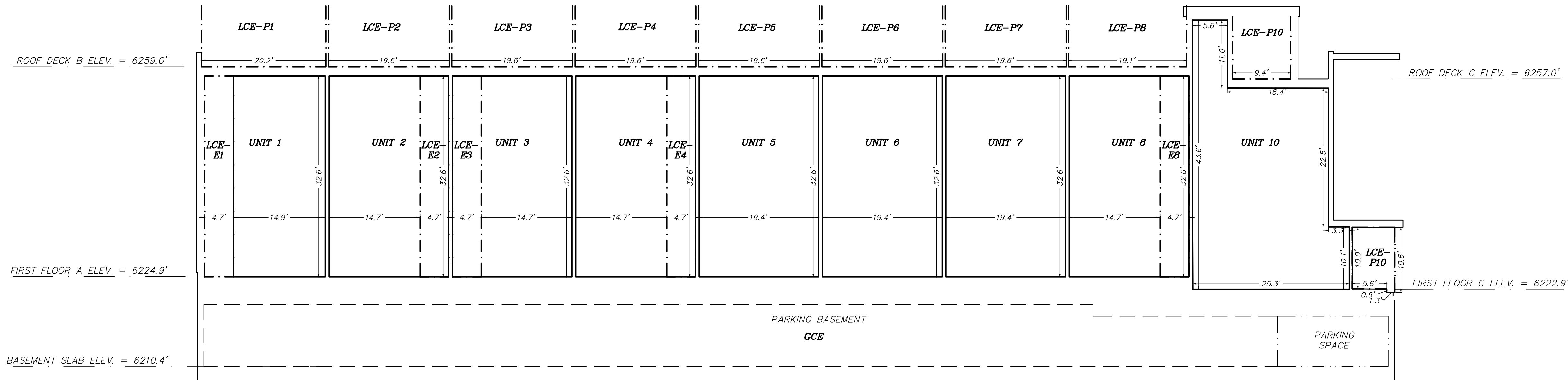
SECTIONS C & D

THE GLENWOOD CONDOMINIUM
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A CONDOMINIUM SUBDIVISION IDENTICAL
WITH LOTS 1-4, BLOCK 6, TOWN OF JACKSON, PLAT NO, 100

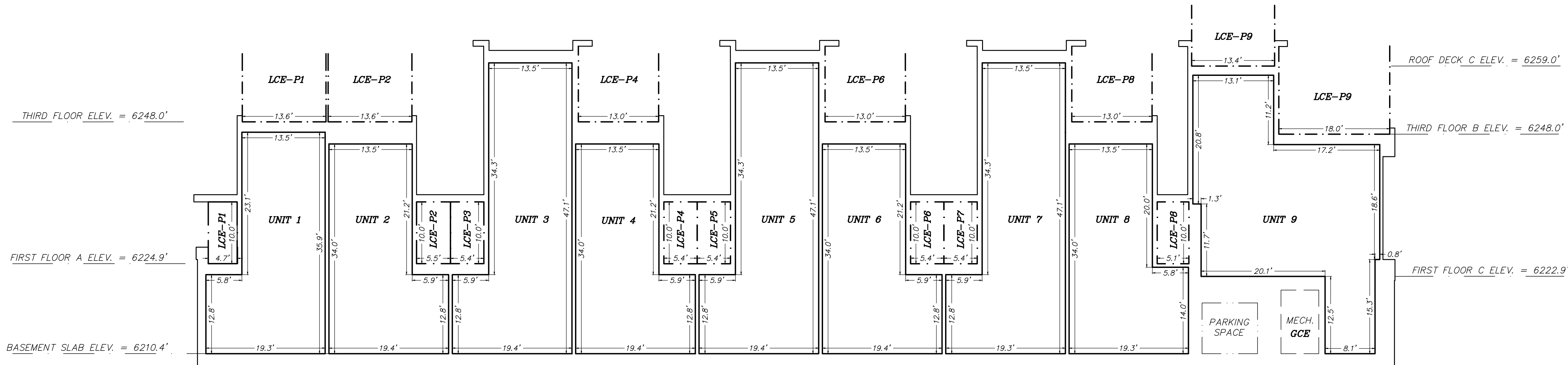
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Sheet 9 of 22

Prepared by Jorgensen on Sept. 15, 2021 at 8:00am
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SECTION E



SECTION F

LEGEND

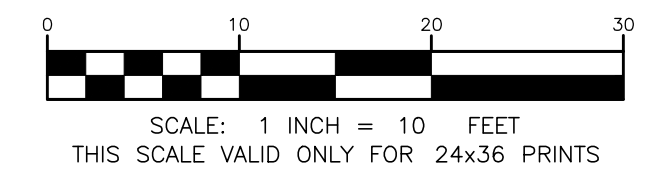
UNIT 1

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SECTIONS E & F

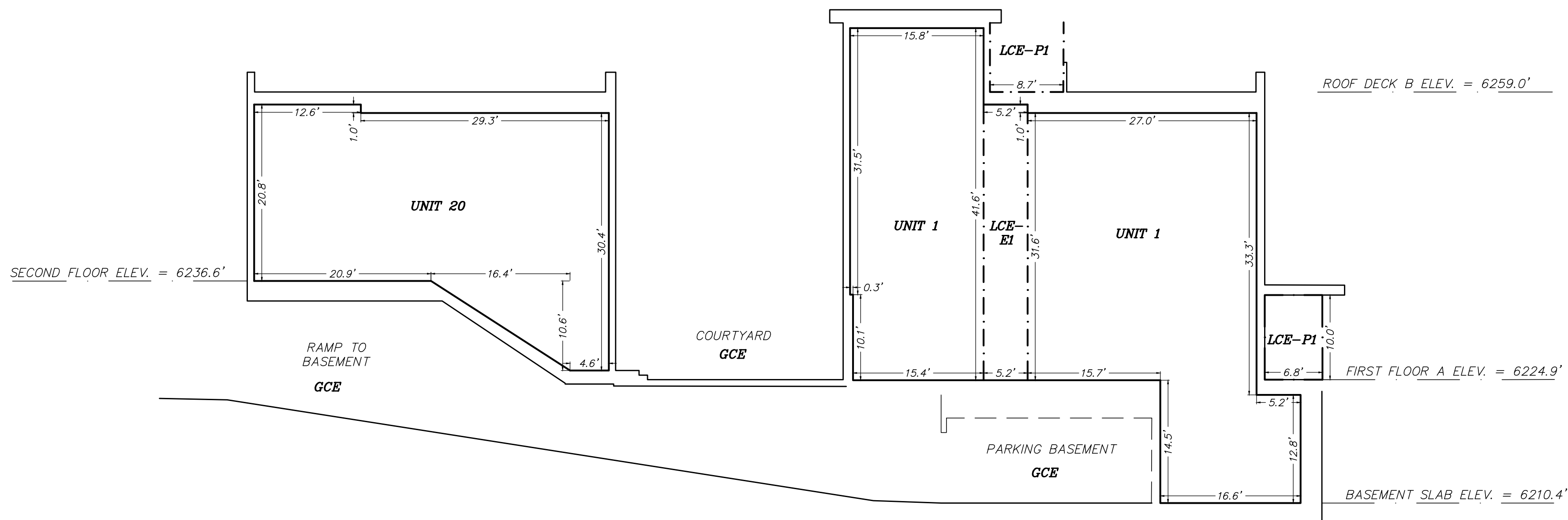
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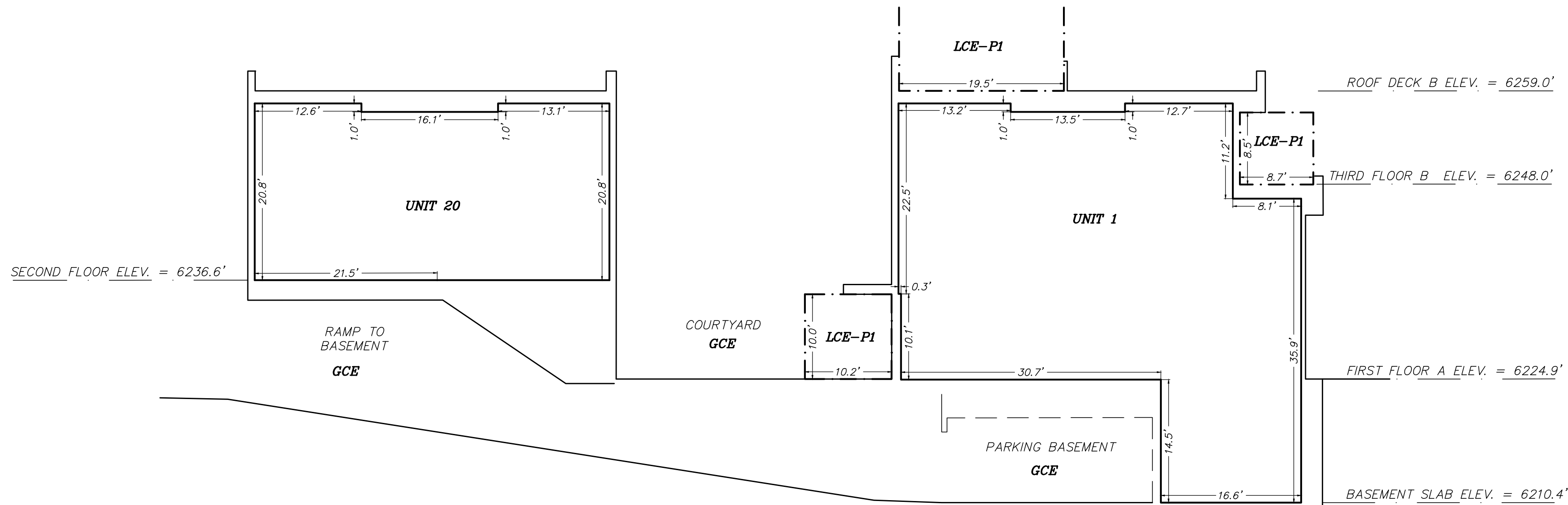
Sheet 10 Of 22

Prepared by Jorgensen on Sept. 15, 2021 at 4:02pm

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SECTION G

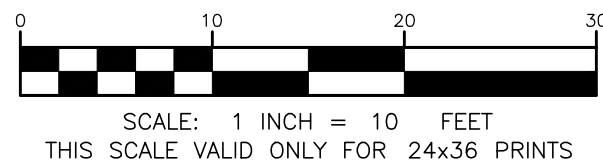


SECTION H

LEGEND

UNIT 1	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 Glenwood 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 siding
	Boundary of Limited Common Elements, including patios, elevators and storage 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
	Limited Common Elements - Patio; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as a patio or deck
	Limited Common Elements - Storage; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision for storage purposes
	Limited Common Elements - Elevator; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as an elevator
	Represents the extents of individual parking spaces located in the basement
	Indicates ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights
	Indicates drop ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights

1. PLAN VIEWS AND SECTION VIEWS DEPICTED ON THIS PLAT WERE PREPARED FROM ARCHITECTURAL PLANS PREPARED BY OTHERS AND FROM SURVEYED MEASUREMENTS.
2. 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.
3. PLAN VIEW BUILDING ANGLES ARE RIGHT ANGLES; SEE SHEET 2 OF THIS PLAT FOR BEARINGS OF BUILDING FOUNDATION AND TIES FROM BUILDING FOUNDATION TO SUBDIVISION LOT CORNERS. ALL DIMENSIONS DEPICTED HEREON ARE PARALLEL WITH OR PERPENDICULAR TO THE BUILDING FOUNDATION.
4. BASE ELEVATION = 6222.2' FOR IPBC INSCRIBED "PLS 3831" AT THE SOUTH EASTERN CORNER OF BLOCK 1, AS DEPICTED ON THE OVERVIEW MAP, SHEET 2, OF THIS SUBDIVISION. ELEVATIONS DEPICTED HEREON REFER TO THE NAD 83 VERTICAL DATUM.
5. FOR DEFINITION OF THE TERMS CONDOMINIUM UNIT, GENERAL COMMON ELEMENT, AND LIMITED COMMON ELEMENT, REFER TO THE CONDOMINIUM DECLARATION FOR THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON TO BE RECORDED IN THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING, ON THE SAME DATE AS THIS PLAT.
6. ALL COMMON ELEMENTS ARE SUBJECT TO THE RESERVED RIGHTS OF THE DECLARANT AS SET FORTH IN SAID CONDOMINIUM DECLARATION.
7. INTERIOR DIMENSIONS ARE TO FACE OF STUD WALL.



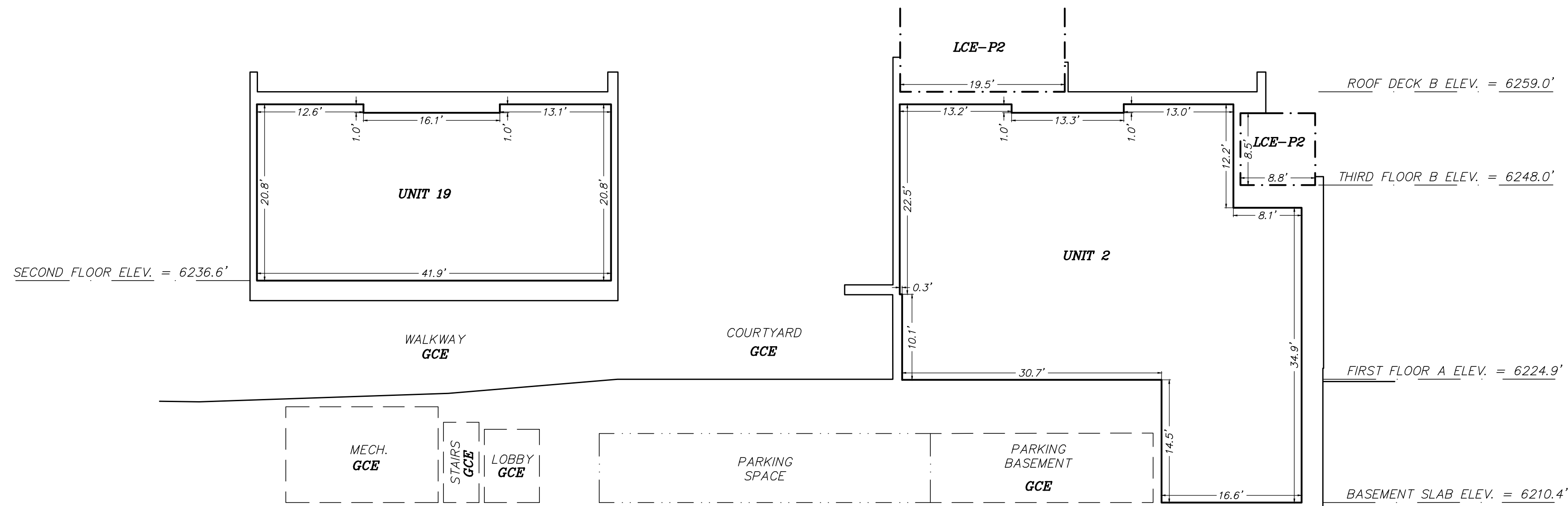
SECTIONS G & H

THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON A CONDOMINIUM SUBDIVISION IDENTICAL WITH LOTS 1-4, BLOCK 6, TOWN OF JACKSON, PLAT NO, 100

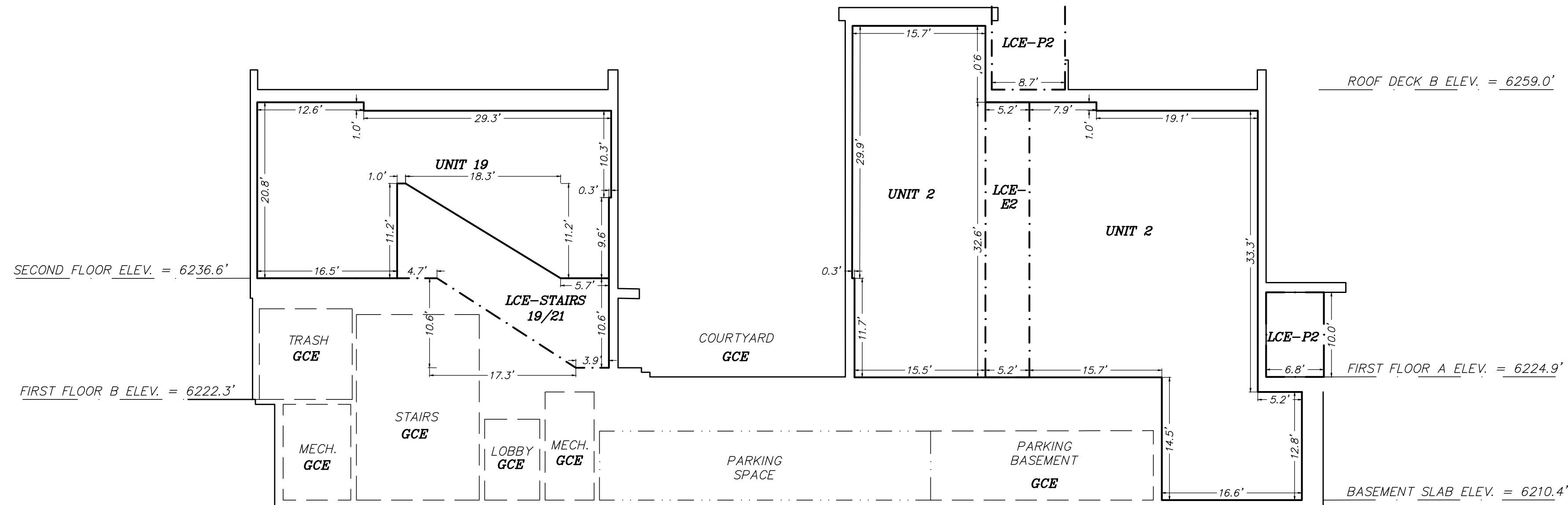
LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 11 Of 22

Printed by jorgensen on Sep 10, 2025 at 8:02am
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SECTION I



SECTION J

LEGEND

UNIT 1

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 Glenwood 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 siding

Boundary of Limited Common Elements, including patios, elevators and storage 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

Limited Common Elements - Patio; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as a patio or deck

Limited Common Elements - Storage; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision for storage purposes

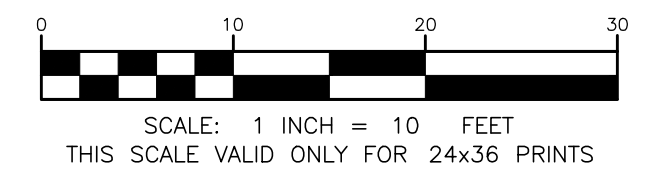
Limited Common Elements - Elevator; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as an elevator

Represents the extents of individual parking spaces located in the basement

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

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

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6. ALL COMMON ELEMENTS ARE SUBJECT TO THE RESERVED RIGHTS OF THE DECLARANT AS SET FORTH IN SAID CONDOMINIUM DECLARATION.
7. INTERIOR DIMENSIONS ARE TO FACE OF STUD WALL.

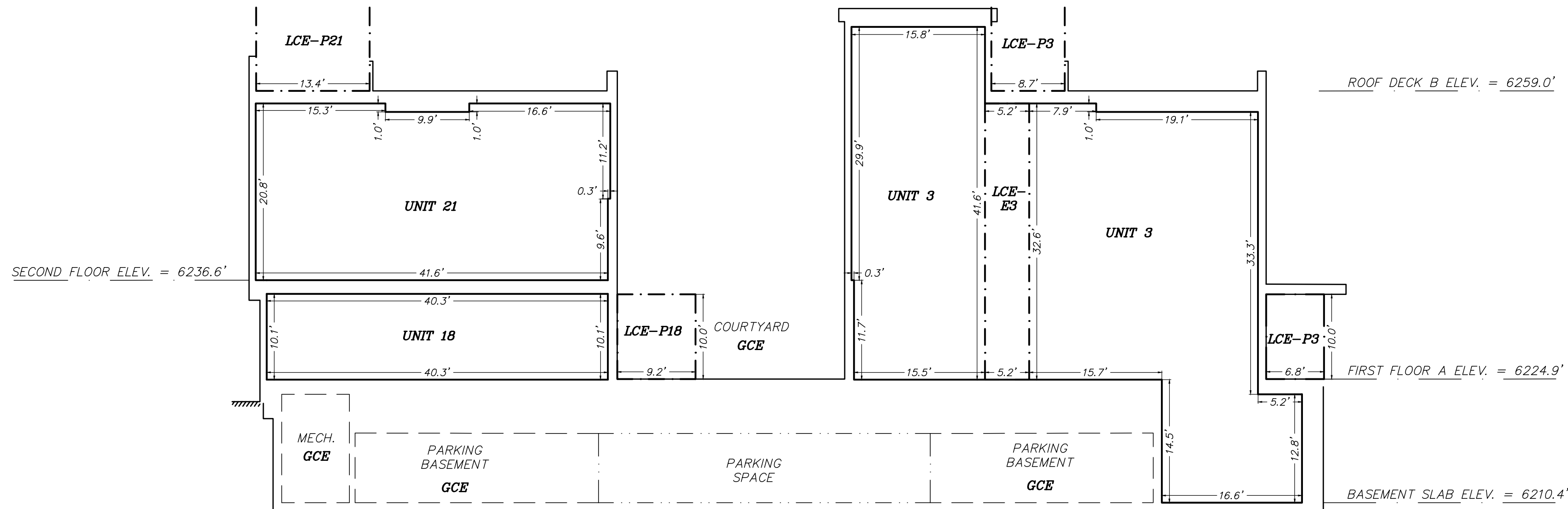


SECTIONS I & J

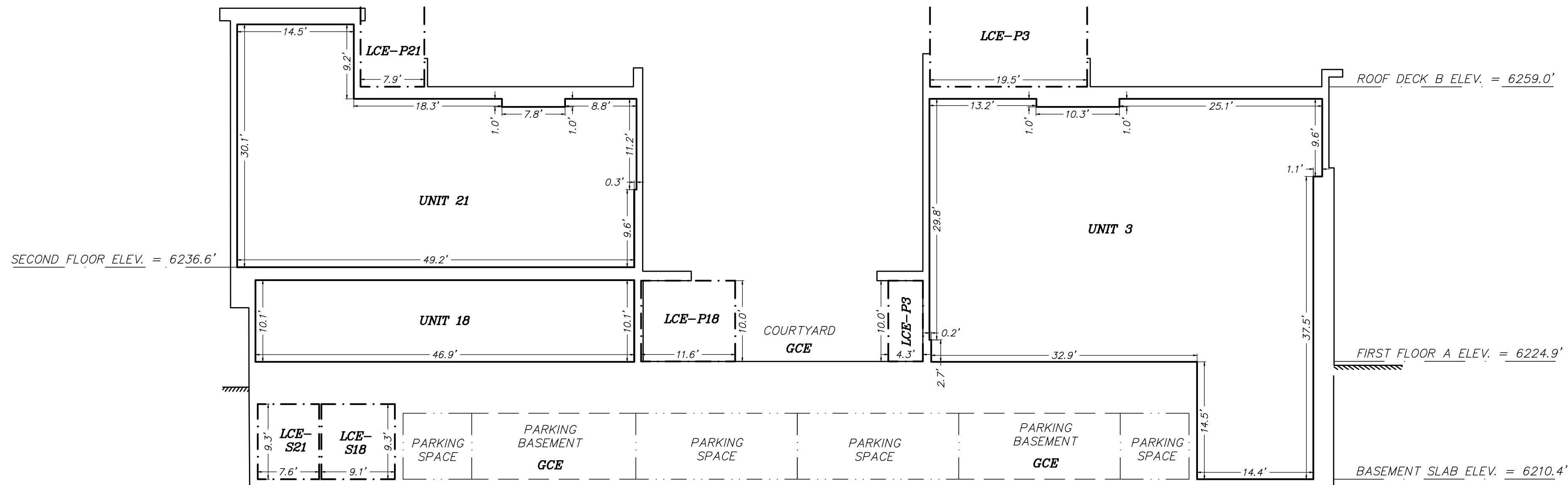
THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON A CONDOMINIUM SUBDIVISION IDENTICAL WITH LOTS 1-4, BLOCK 6, TOWN OF JACKSON, PLAT NO, 100

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 12 Of 22



SECTION K

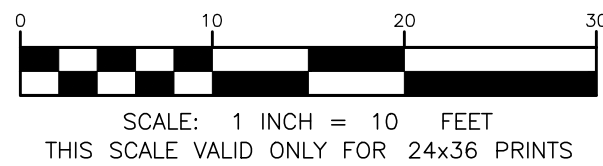


SECTION L

LEGEND

- UNIT 1**
- 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 Glenwood 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 siding
 - Boundary of Limited Common Elements, including patios, elevators and storage 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
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- PLAN VIEWS AND SECTION VIEWS DEPICTED ON THIS PLAT WERE PREPARED FROM ARCHITECTURAL PLANS PREPARED BY OTHERS AND FROM SURVEYED MEASUREMENTS.
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- FOR DEFINITION OF THE TERMS CONDOMINIUM UNIT, GENERAL COMMON ELEMENT, AND LIMITED COMMON ELEMENT, REFER TO THE CONDOMINIUM DECLARATION FOR THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON TO BE RECORDED IN THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING, ON THE SAME DATE AS THIS PLAT.
- ALL COMMON ELEMENTS ARE SUBJECT TO THE RESERVED RIGHTS OF THE DECLARANT AS SET FORTH IN SAID CONDOMINIUM DECLARATION.
- INTERIOR DIMENSIONS ARE TO FACE OF STUD WALL.



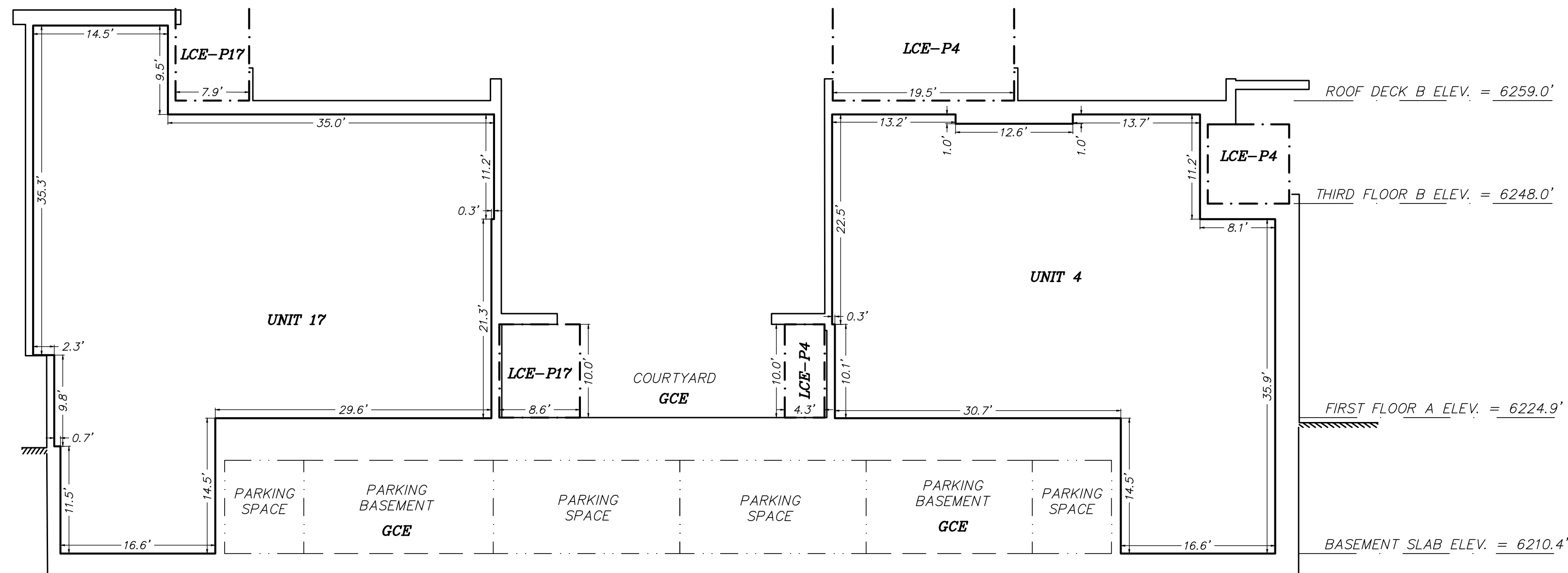
SECTIONS K & L

THE GLENWOOD CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION IDENTICAL
WITH LOTS 1-4, BLOCK 6, TOWN OF JACKSON, PLAT NO, 100

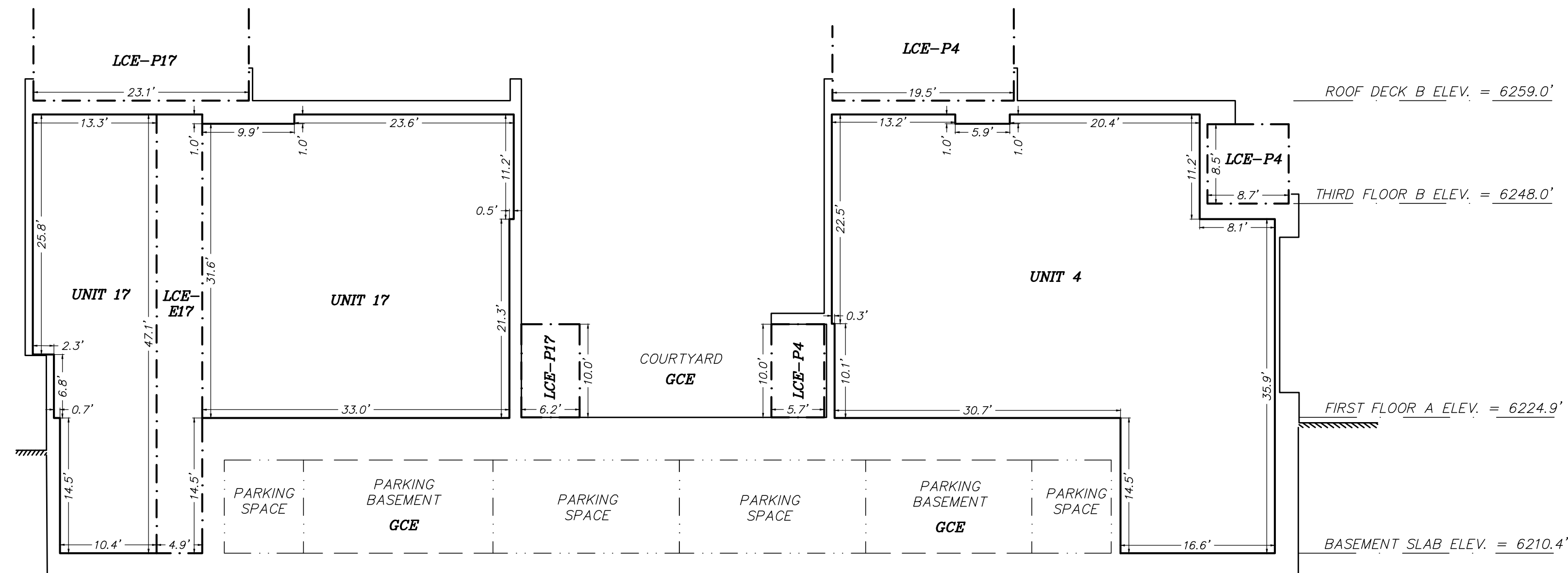
LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 13 Of 22

Plotted by Jorgensen on Sept. 15, 2021 at 8:50am
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SECTION M

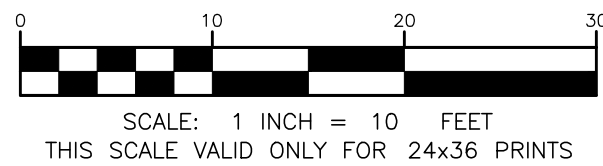


SECTION N

LEGEND

UNIT 1	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 Glenwood Condominium Addition to the Town of Jackson)
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	Exterior face of siding
	Boundary of Limited Common Elements, including patios, elevators and storage 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-P	Limited Common Elements - Patio; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as a patio or deck
LCE-S	Limited Common Elements - Storage; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision for storage purposes
LCE-E	Limited Common Elements - Elevator; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as an elevator
PARKING SPACE	Represents the extents of individual parking spaces located in the basement
(14.3)	Indicates ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights
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5. FOR DEFINITION OF THE TERMS CONDOMINIUM UNIT, GENERAL COMMON ELEMENT, AND LIMITED COMMON ELEMENT, REFER TO THE CONDOMINIUM DECLARATION FOR THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON TO BE RECORDED IN THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING, ON THE SAME DATE AS THIS PLAT.
6. ALL COMMON ELEMENTS ARE SUBJECT TO THE RESERVED RIGHTS OF THE DECLARANT AS SET FORTH IN SAID CONDOMINIUM DECLARATION.
7. INTERIOR DIMENSIONS ARE TO FACE OF STUD WALL.



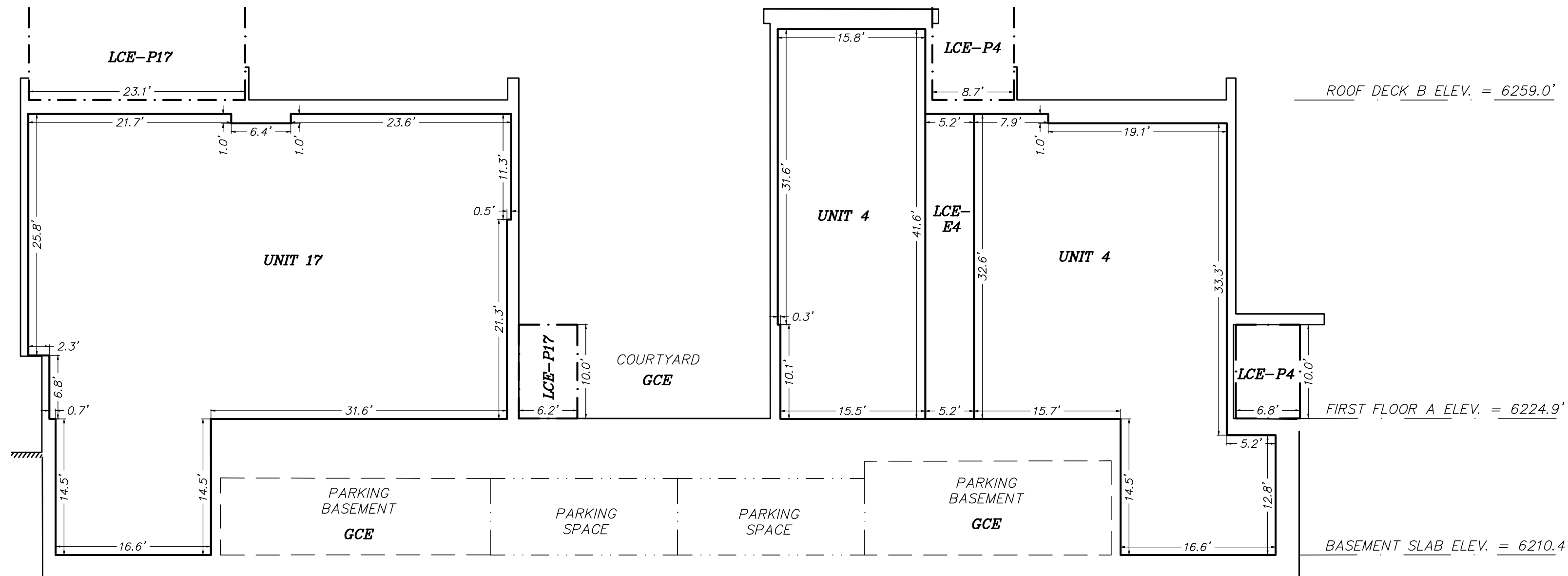
SECTIONS M & N

THE GLENWOOD CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION IDENTICAL
WITH LOTS 1-4, BLOCK 6, TOWN OF JACKSON, PLAT NO, 100

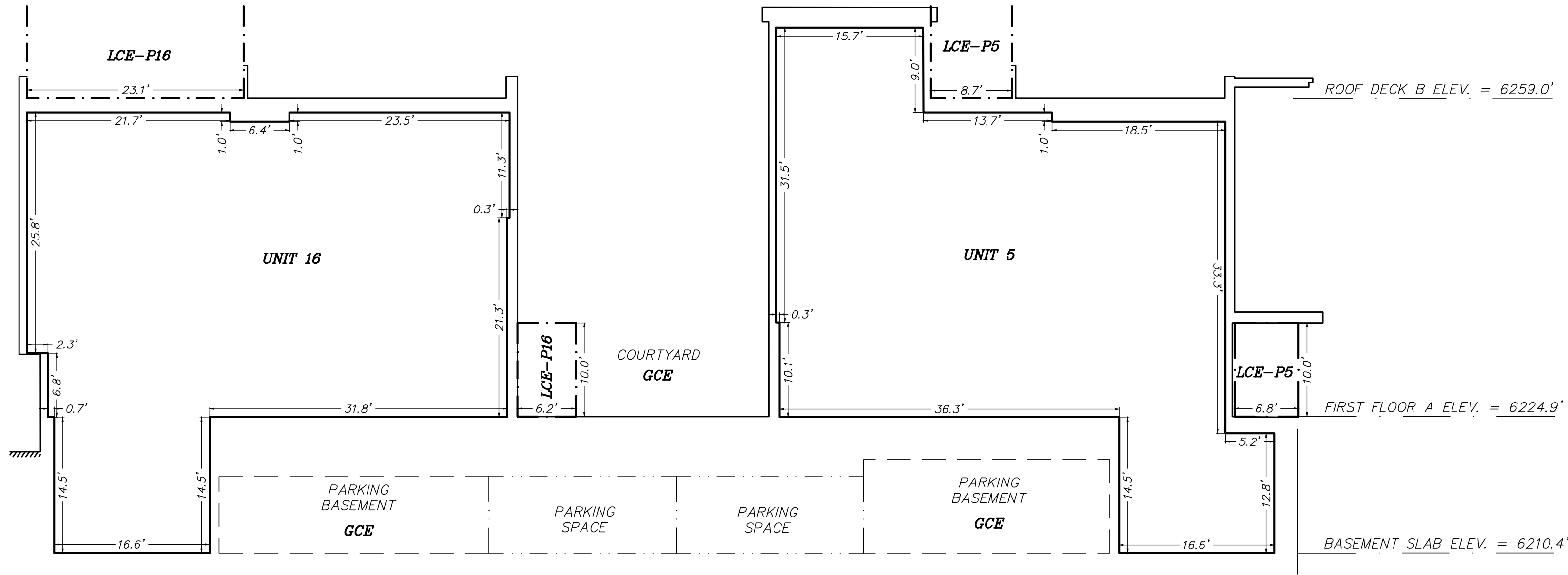
LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

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Plotted by Jorgensen on Sept. 15, 2021 at 4:52pm
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SECTION O

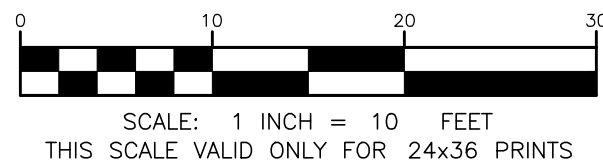


SECTION P

LEGEND

UNIT 1	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 Glenwood Condominium Addition to the Town of Jackson)
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6. ALL COMMON ELEMENTS ARE SUBJECT TO THE RESERVED RIGHTS OF THE DECLARANT AS SET FORTH IN SAID CONDOMINIUM DECLARATION.
7. INTERIOR DIMENSIONS ARE TO FACE OF STUD WALL.



SECTIONS O & P

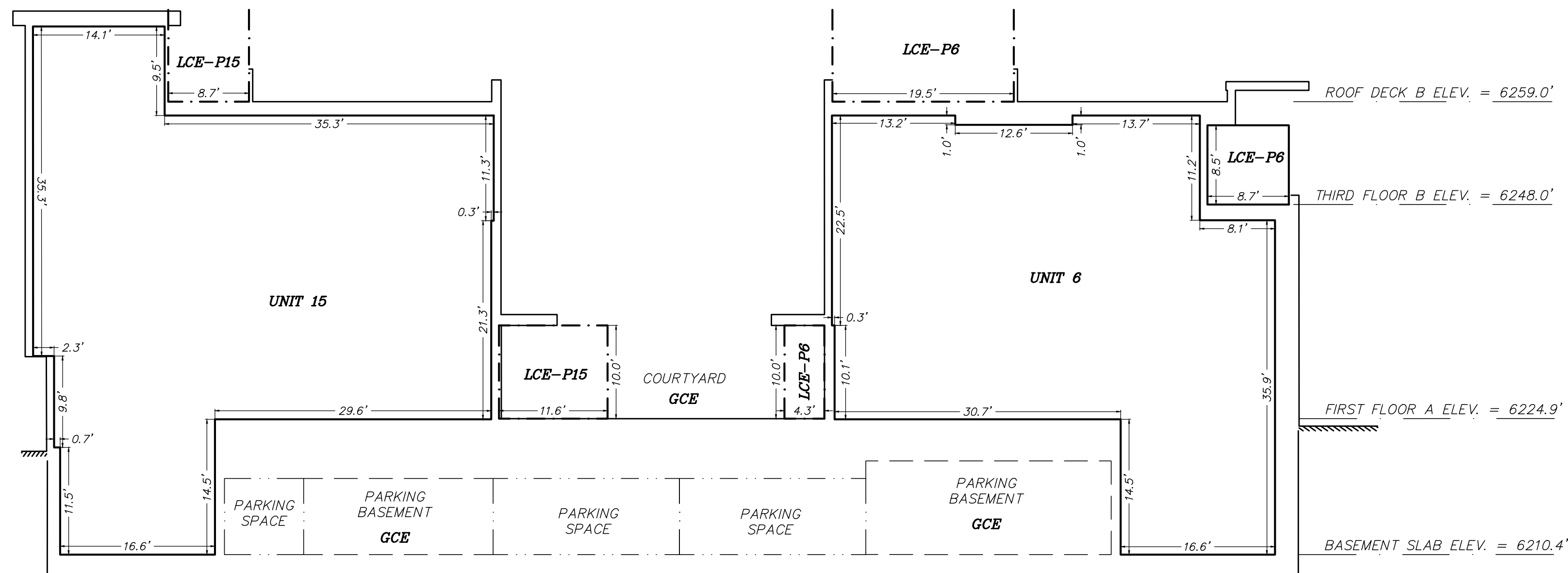
**THE GLENWOOD CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION IDENTICAL
WITH LOTS 1-4, BLOCK 6, TOWN OF JACKSON, PLAT NO, 100**

LOCATED IN THE
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T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

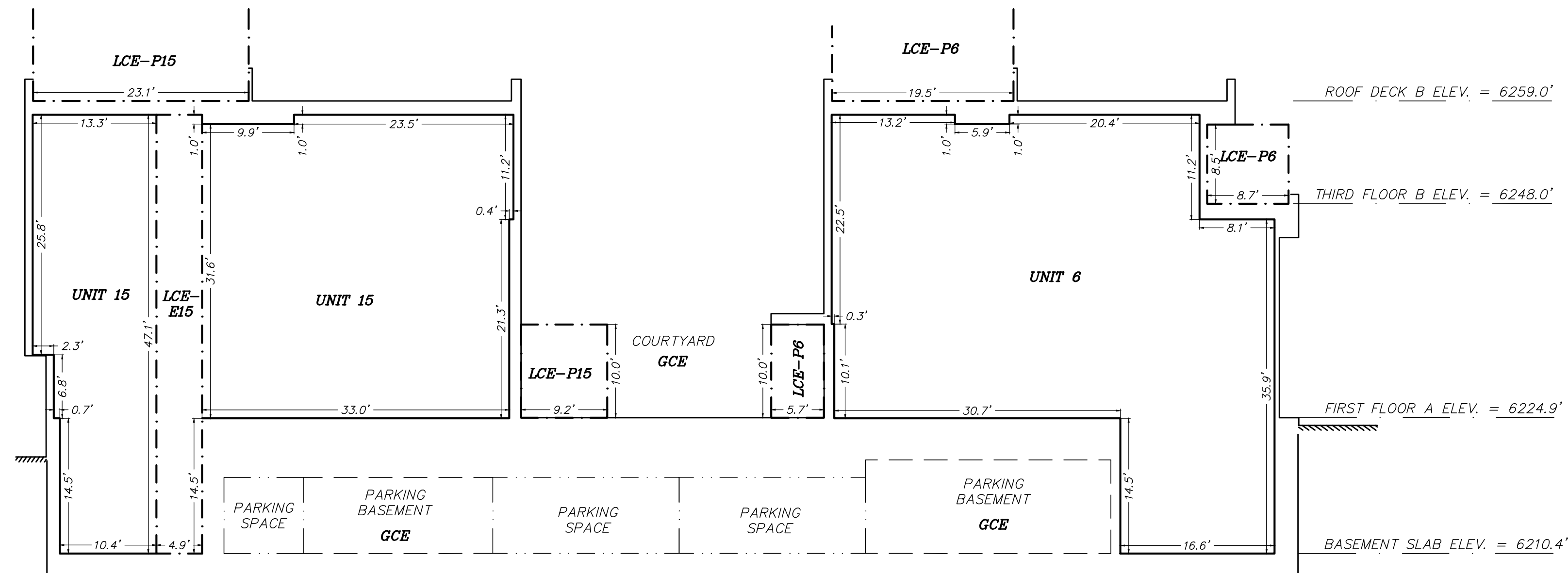
Sheet 15 Of 22



Plotted by Jorgensen on Sept. 15, 2021 at 8:30am
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SECTION S

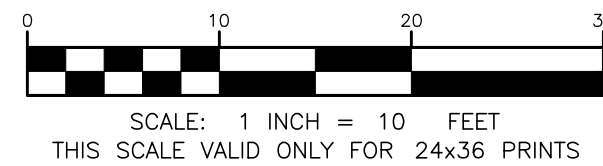


SECTION T

LEGEND

UNIT 1	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 Glenwood 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
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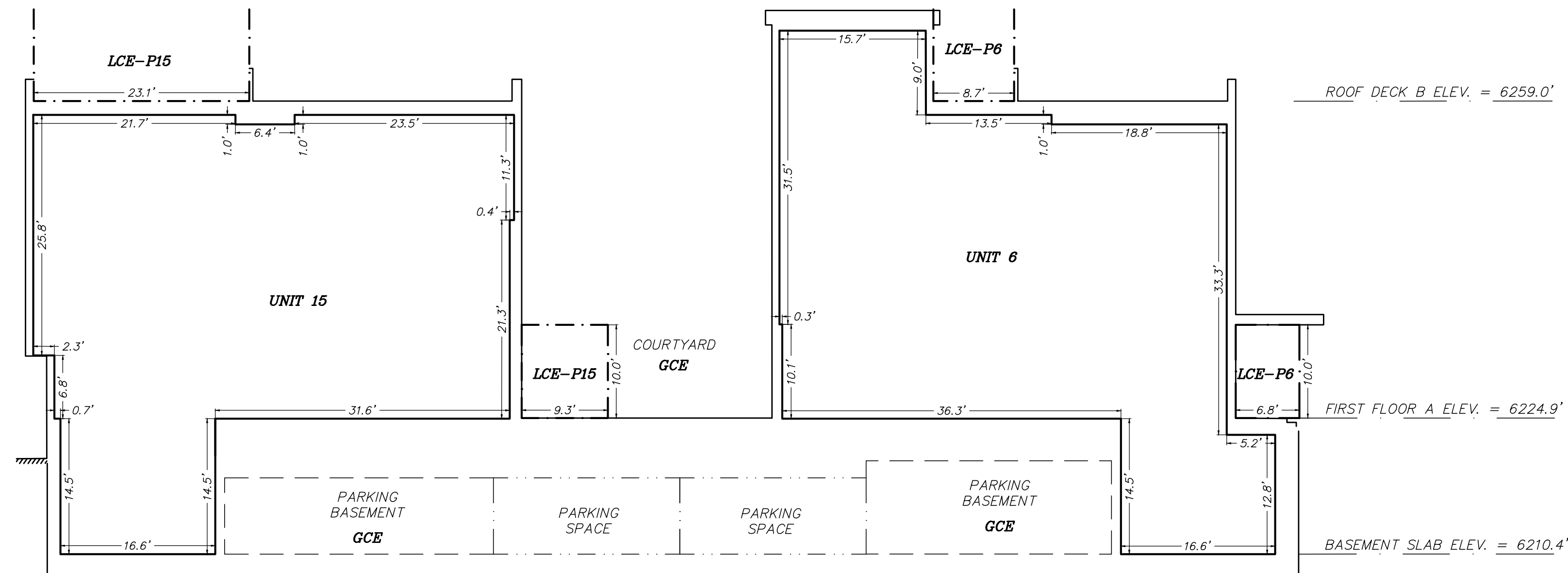


SECTIONS S & T

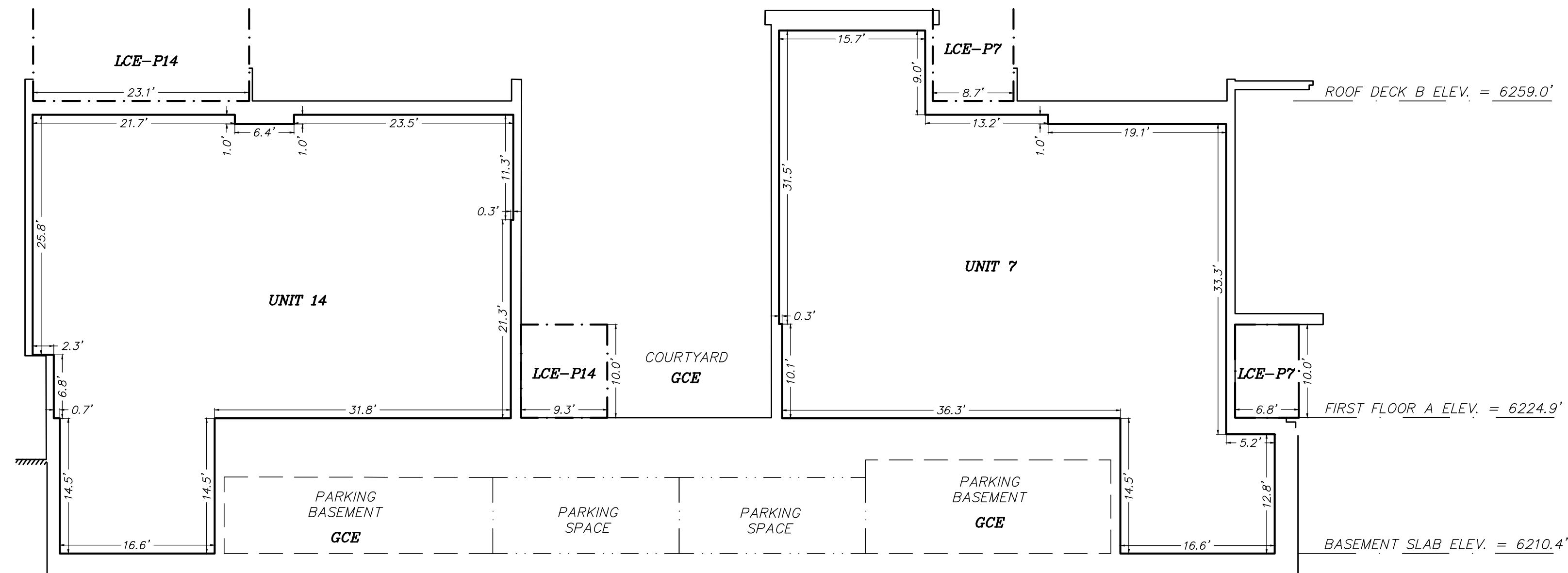
THE GLENWOOD CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION IDENTICAL
WITH LOTS 1-4, BLOCK 6, TOWN OF JACKSON, PLAT NO, 100

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
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SECTION U

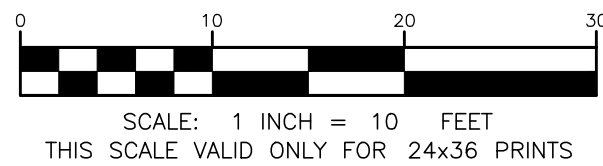


SECTION V

LEGEND

UNIT 1	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 Glenwood 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)
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	Limited Common Elements - Storage; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision for storage purposes
	Limited Common Elements - Elevator; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as an elevator
	Represents the extents of individual parking spaces located in the basement
	Indicates ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights
	Indicates drop ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights

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2. 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.
3. PLAN VIEW BUILDING ANGLES ARE RIGHT ANGLES; SEE SHEET 2 OF THIS PLAT FOR BEARINGS OF BUILDING FOUNDATION AND TIES FROM BUILDING FOUNDATION TO SUBDIVISION LOT CORNERS. ALL DIMENSIONS DEPICTED HEREON ARE PARALLEL WITH OR PERPENDICULAR TO THE BUILDING FOUNDATION.
4. BASE ELEVATION = 6222.2' FOR IPBC INSCRIBED "PLS 3831" AT THE SOUTH EASTERN CORNER OF BLOCK 1, AS DEPICTED ON THE OVERVIEW MAP, SHEET 2, OF THIS SUBDIVISION. ELEVATIONS DEPICTED HEREON REFER TO THE 1983 VERTICAL DATUM.
5. FOR DEFINITION OF THE TERMS CONDOMINIUM UNIT, GENERAL COMMON ELEMENT, AND LIMITED COMMON ELEMENT, REFER TO THE CONDOMINIUM DECLARATION FOR THE GLENWOOD CONDOMINIUM ADDITION TO THE TOWN OF JACKSON TO BE RECORDED IN THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING, ON THE SAME DATE AS THIS PLAT.
6. ALL COMMON ELEMENTS ARE SUBJECT TO THE RESERVED RIGHTS OF THE DECLARANT AS SET FORTH IN SAID CONDOMINIUM DECLARATION.
7. INTERIOR DIMENSIONS ARE TO FACE OF STUD WALL.



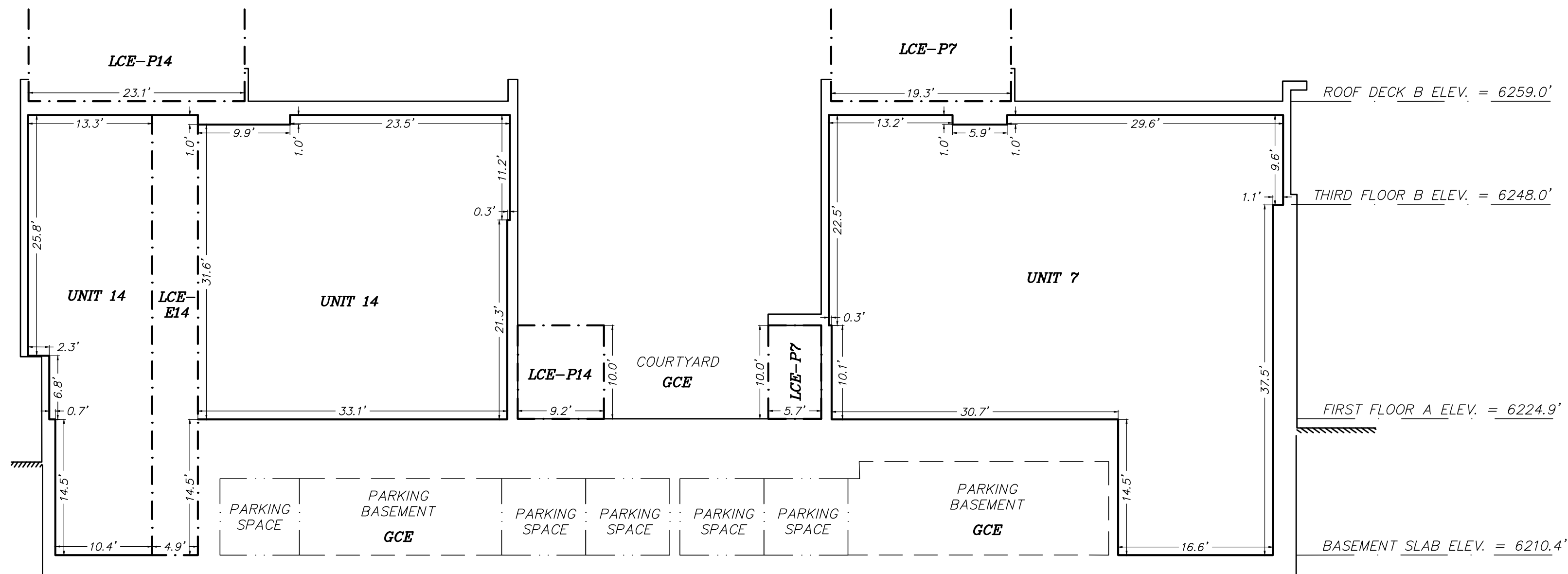
SECTIONS U & V

THE GLENWOOD CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION IDENTICAL
WITH LOTS 1-4, BLOCK 6, TOWN OF JACKSON, PLAT NO, 100

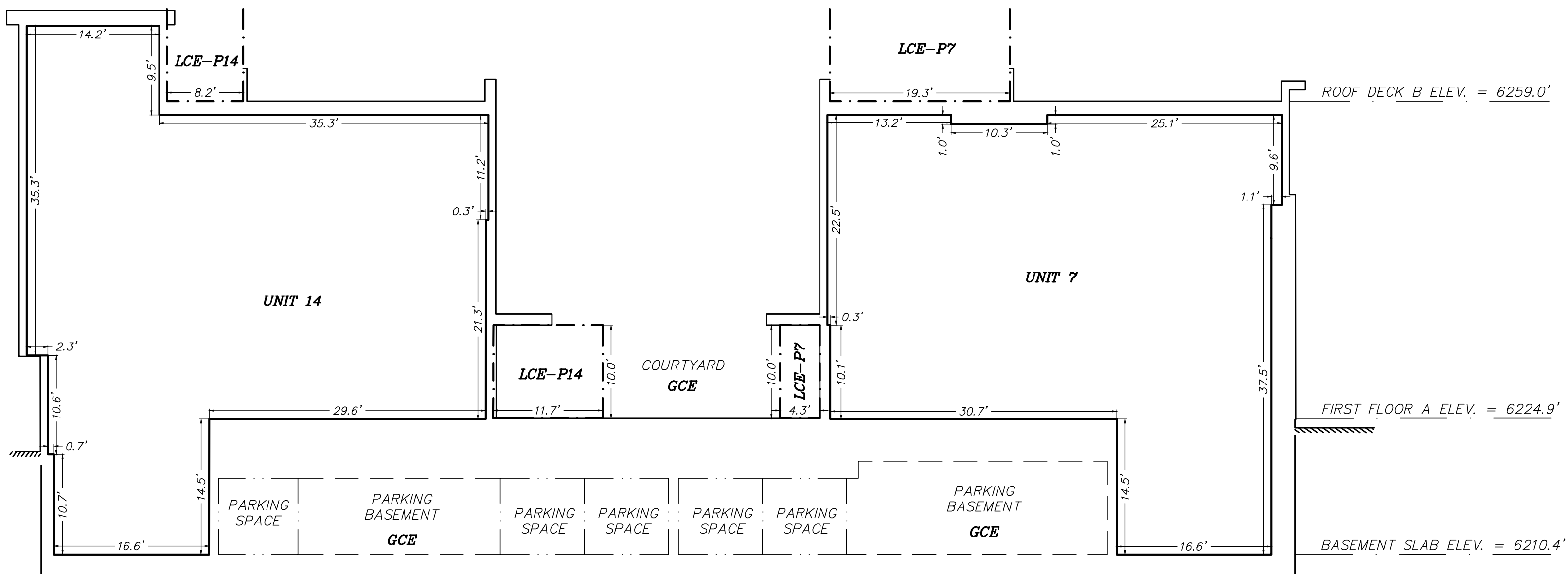
LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 18 Of 22

Plotted by Jorgensen on Sept 18, 2025 at 8:03am
P:\2018\18105 - Glenwood Subdivision\Jorgensen\Plat\Glenwood Subdivision Plat.dwg



SECTION W

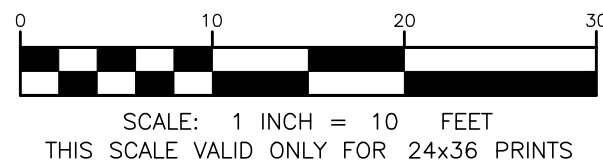


SECTION X

LEGEND

UNIT 1	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 Glenwood Condominium Addition to the Town of Jackson)
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	Represents an interior building ceiling or wall face limit in section view
	Exterior face of siding
	Boundary of Limited Common Elements, including patios, elevators and storage spaces
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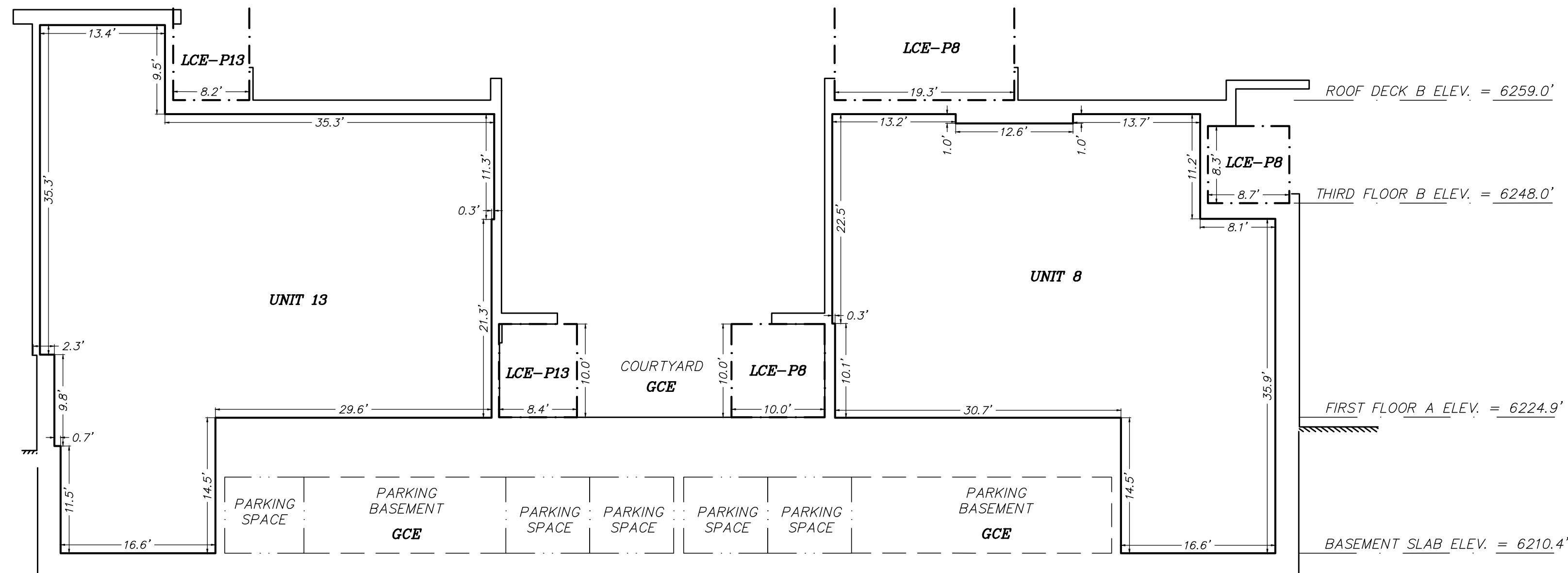
SECTIONS W & X

**THE GLENWOOD CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION IDENTICAL
WITH LOTS 1-4, BLOCK 6, TOWN OF JACKSON, PLAT NO, 100**

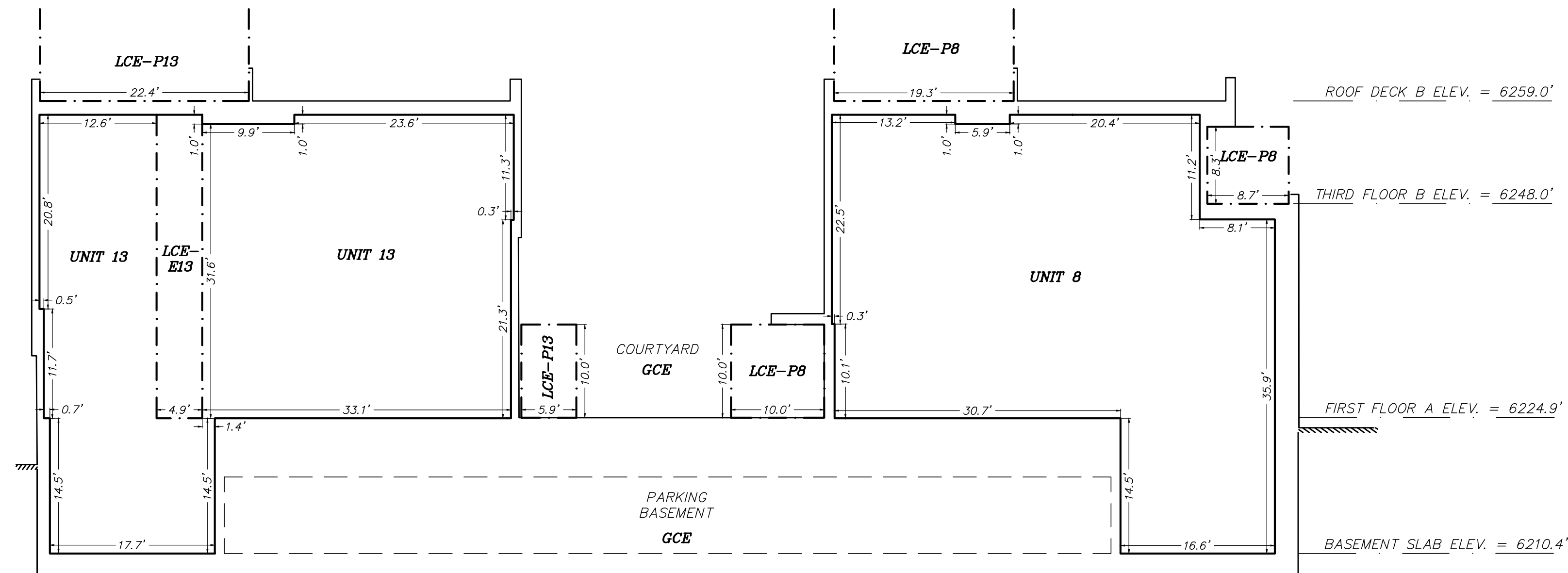
LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 19 Of 22

Printed by jorgensen on Sep 18, 2025 at 8:58am
P:\2018\18105 - Glenwood Subdiv\Survey\Condominium Plat\Details.dwg



SECTION Y



SECTION Z

LEGEND

UNIT 1

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 Glenwood Condominium Addition to the Town of Jackson)

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Exterior face of siding

Boundary of Limited Common Elements, including patios, elevators and storage 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-P

Limited Common Elements - Patio; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as a patio or deck

LCE-S

Limited Common Elements - Storage; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision for storage purposes

LCE-E

Limited Common Elements - Elevator; those Limited Common Elements, as defined in the Declaration of Condominium for The Glenwood Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as an elevator

PARKING SPACE

Represents the extents of individual parking spaces located in the basement

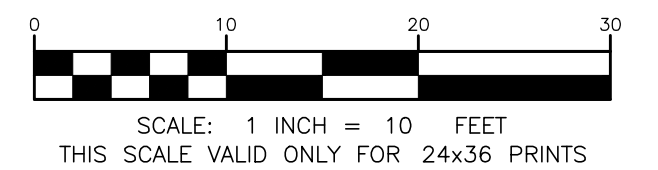
(14.3)

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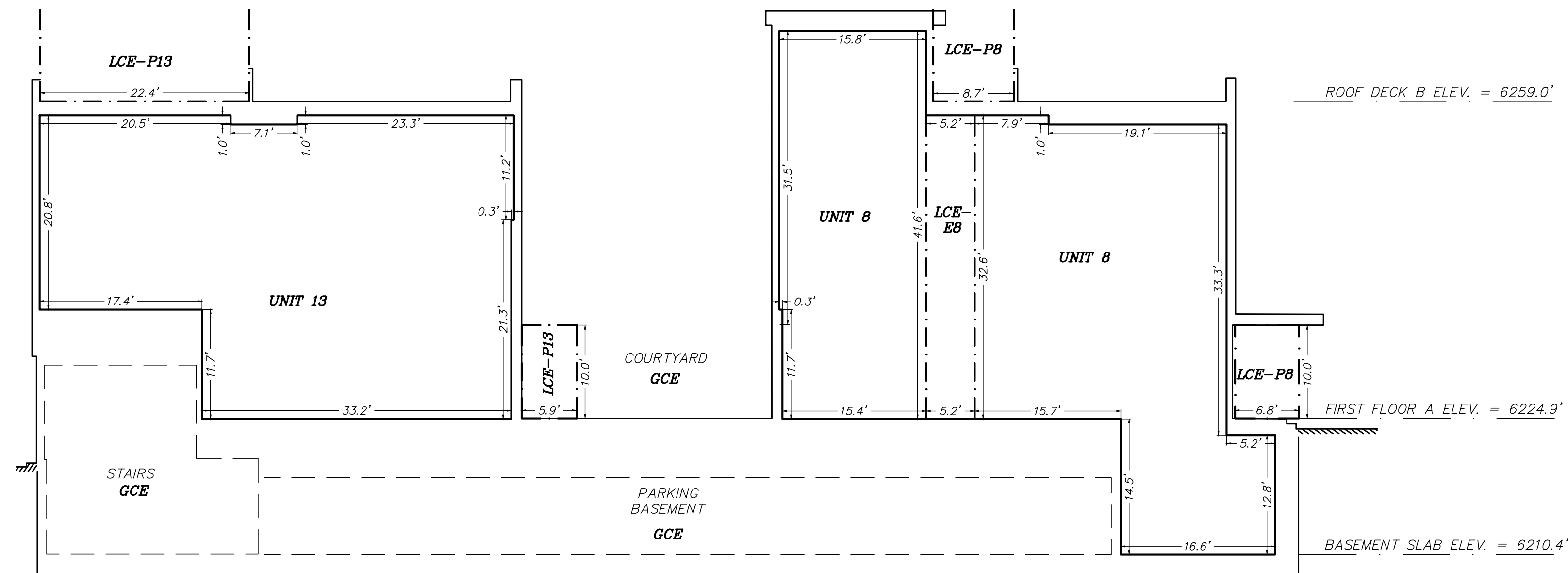
SECTIONS Y & Z

THE GLENWOOD CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION IDENTICAL
WITH LOTS 1-4, BLOCK 6, TOWN OF JACKSON, PLAT NO, 100

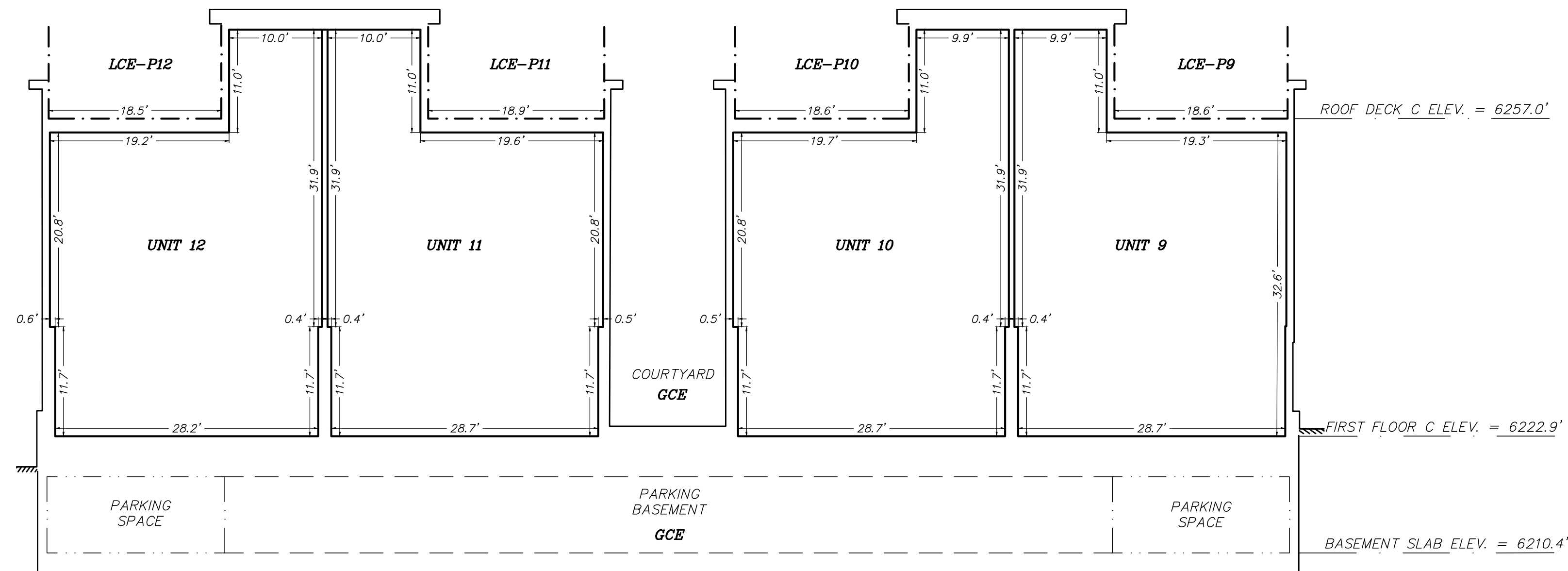
LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 20 Of 22

PREPARED BY: RF
LAST REVISED: 09/10/2021
MAP PREPARED: 09/10/2021
PROJECT NUMBER: 18105



SECTION AA



SECTION AB

LEGEND

UNIT 1

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PARKING SPACE

Represents the extents of individual parking spaces located in the basement

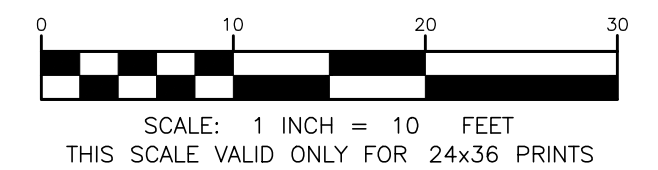
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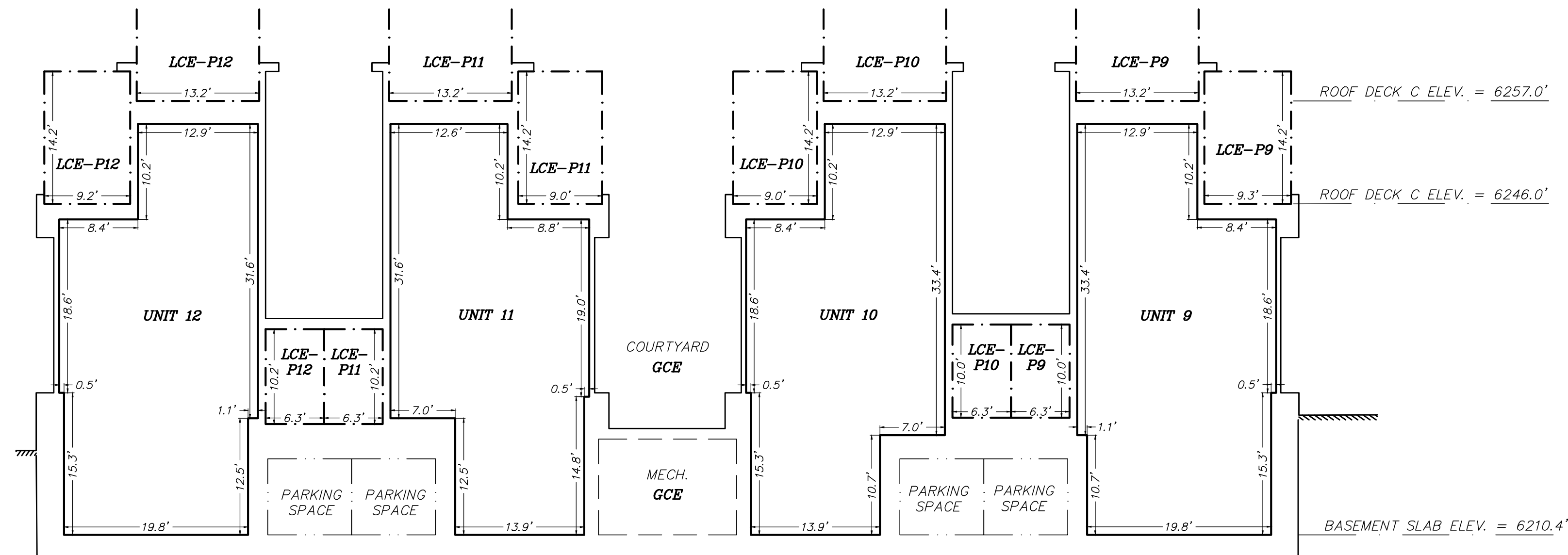


SECTIONS AA & AB

GLENWOOD GILL CONDOMINIUMS
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION IDENTICAL
WITH LOTS 1-4, BLOCK 6, TOWN OF JACKSON, PLAT NO, 100

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 21 Of 22

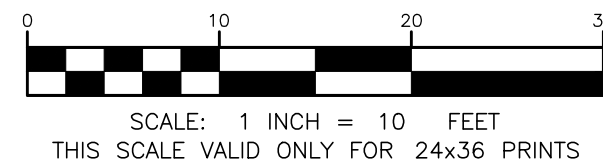


SECTION AC

LEGEND

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SECTION AC

THE GLENWOOD CONDOMINIUM
ADDITION TO THE TOWN OF JACKSON
A CONDOMINIUM SUBDIVISION IDENTICAL
WITH LOTS 1-4, BLOCK 6, TOWN OF JACKSON, PLAT NO, 100

LOCATED IN THE
SE1/4 of SE1/4 Section 28
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

Sheet 22 Of 22

Jackson Hole News&Guide

Public Notices

What is a Public Notice?

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

How to place a Public Notice

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

Rate: \$10.05 per column inch

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

LEGAL DEADLINE: THURSDAY AT 3:00 PM

AUGUST 18, 2021

TETON COUNTY NOTICES Teton County Board of Commissioners

• MEETING NOTICES •

Teton County Board of Commissioners
Voucher Meeting Notice
200 S. Willow, Jackson, Wyoming
Monday, August 23, 2021, 9:00 a.m.
Meeting agenda is available on tetoncountywy.gov
Meeting streaming is available online.
Be advised the online meeting agendas may be revised up until 5:00pm the day before the meeting.
Publish: 08/18/21

TETON COUNTY DIVISION OFFICES

• PUBLIC NOTICE •

The Teton County Weed & Pest District Regular Monthly Board Meeting will be at noon on Tuesday, August 24 at the District Office. The public is welcome. Questions please call 733-8419.
Publish: 08/18/21

NOTICE OF ACCEPTANCE AND FINAL PAYMENT TO CONTRACTOR

CHILDRENS LEARNING CENTER HVAC
TETON COUNTY, WY

Pursuant to W.S. 16-6-116, notice is hereby given that Teton County, WY (OWNER) has accepted the work as completed according to the plans, specifications, and rules set forth in the Contract between the OWNER and ATS and Bison(CONTRACTORS), and that the CONTRACTORS are entitled to Final Settlement thereof.

Notice is further given that on Sept 27th, 2021 said date being the forty - first (41st) day after the first publication of this Notice, OWNER will pay to said CONTRACTOR the full amount due under the Contract.

If any individual, company, organization, or other entity has any outstanding financial claim against any CONTRACTOR concerning Final Settlement of these Contracts, the party should contact Teton County Facilities Division at P. O. Box 3594, Jackson, WY, 83001, facilities@tetoncountywy.gov, or 307.732.5743 prior to Sept 27th, 2021.
Publish: 08/18, 08/25/21

NOTICE OF ACCEPTANCE AND FINAL PAYMENT TO CONTRACTOR

LONG BUILDING TECHNOLOGIES
TETON COUNTY, WY

Pursuant to W.S. 16-6-116, notice is hereby given that Teton County, WY (OWNER) has accepted the work as completed according to the plans, specifications, and rules set forth in the Contract between the OWNER and Long Building Technologies, (CONTRACTOR), and that the CONTRACTOR is entitled to Final Settlement thereof.

Notice is further given that on _9/27/2021_ said date being the forty - first (41st) day after the first publication of this Notice, OWNER will pay to said CONTRACTOR the full amount due under the Contract.

If any individual, company, organization, or other entity has any outstanding financial claim against the CONTRACTOR concerning Final Settlement of these Contracts, the party should contact Paul Cote / Teton County Facilities Division at P. O. Box 3594, Jackson, WY, 83001, pcote@tetoncountywy.gov or 307.732.8585 prior to September 27, 2021.
Publish: 08/18, 08/25/21

GENERAL PUBLIC NOTICES

• REQUEST FOR BIDS •

NEW BID OPPORTUNITY AT THE JACKSON HOLE AIRPORT
Wadman Corporation is the Construction Manager at Risk for the Jackson Hole Airport which includes several projects at the Jackson Hole Airport.

Wadman Corporation is seeking subcontractor bids from

qualified subcontractors and suppliers for the construction of the Jackson Hole Airport TERMINAL SECURE SCREENING CHECKPOINT RENOVATION PROJECT.

Subcontractors who are qualified are encouraged to view the bid documents and submit a proposal. DBE subcontractors are highly encouraged to bid. Wadman Corporation is also committed to the development and implementation of initiatives, which promote the inclusion of local businesses. Wyoming Residency Preference applies as defined in W.S. 16-6-101 to 107.

Project Name: TERMINAL SECURE SCREENING CHECKPOINT RENOVATION

The renovation of the Secure Screening Checkpoint area (13,520 SF) will include the complete renovation of the structure, architecture, mechanical, electrical, plumbing, fire protection and communication systems associated with this area of the terminal. A free spanning structure is intended to improve the operational efficiency of this area for current and future next generation screening equipment.

Please include overtime/weekend work in your proposal in order to anticipate an accelerated schedule.

WORK TO START: JANUARY 2022 (PRE-WORK TO BEGIN NOV. 2021)

PLANS ARE AVAILABLE NOW.

Please email Tera Hadley for the plan link and information. Her email address is thadley@wadman.com

PROPOSALS ARE DUE - September 15, 2021 by 2 PM MST to Wadman Corporation via email at bids@wadman.com
To obtain further bid information on this project please contact: Wadman Corporation
Estimating - Brenton Fite - bfite@wadman.com
Estimating - Cody Toone - ctoone@wadman.com
Project Manager - Sam Venable – svenable@wadman.com
Office Line: 801-621-4185
Publish: 08/18, 08/25/21

• ABANDONED VEHICLES •

2008 Pontiac Grand Prix
Vin: 2G2WP552681126235
Amount Due: \$ 8825.00

1996 Jeep Grand Cherokee
Vin: 1J4GZ58S5TC225258
Amount Due: \$ 6171.50

2002 Ford Explorer
Vin: 1FMDU73E92ZA24233
Amount Due: \$ 7450.00

1998 Chevrolet K1500 Suburban
Vin: 3GNFK16RXWG133747
Amount Due: \$ 5575.00

2005 Toyota Corolla
Vin: 2T1BY32E45C376628
Amount Due: 7200.00

2003 Chevrolet Silverado 1500
Vin: 1GCEC19T33Z175942
Amount Due: \$ 5949.30

Auction date is September 3rd, 2021
Auction is held at 1190 High-way 89, Jackson WY 83002
Please call 307-733-8697 and ask for Shiela
Publish: 08/18, 08/25/21

• PUBLIC NOTICE •

The Jackson Hole Airport Board will hold its regularly scheduled Board meeting on August 18, 2021, commencing at 9:00 a.m. in the Teton County Commissioners Chambers. The meeting can be viewed via live stream and public comment may be provided during the meeting through the WebEx link at www.jacksonholeairport.com.
Publish: 08/18/21

NOTICE OF CONTRACTOR'S SETTLEMENT

County of Teton
State of Wyoming

Notice is hereby given that on or after the 28th day of September, 2021, final settlement will be made by Jackson Hole Airport Board, for and on account of the contract of said: Wadman Corporation for the furnishing and installation of Improvements to the Jackson Hole Airport, CMAR GMP Amendment 2021-2, Entry Vestibule and any person, co-partnership, association or corporation who has an unpaid lien against said Wadman Corporation for or on account of the furnishing of labor, materials, team hire, sustenance, provision, provender or other supplies used or consumed by such Contractor or any of the subcontractors in or about the performance of said

work, may at any time up to and including said time of final settlement on said 28th day of September, 2021, file a verified statement in the amount due and unpaid on account of such claim with Jackson Hole Airport Board.

Failure on the part of the claimant to file such final statement will relieve said Owner from all and any liability for such claim.

Jackson Hole Airport Board
State of Wyoming
Publish: 08/18, 08/25, 09/01/21

NOTICE OF COMPLETION AND FINAL ACCEPTANCE

In accordance with the provisions of paragraph 16-6-116 Wyoming State Statutes, 1977 Republished Edition, Teton County Hospital District, hereby gives notice that the work of GE Johnson Construction Company, Inc. dba GE Johnson Wyoming, whose address is 1110 Maple, Suite E, Jackson, WY 83001, as Contractor, has completed the St. John's Living Center (aka Sage Living Center) in accordance with Contract Documents.

Final acceptance having been made, final payment is now due the Contractor in accordance with the terms of the contract. Any disputed claims for material and labor performed under the contract should be made known to Sean Ryan, Director of Facilities, St. John's Health, 625 E. Broadway, Jackson, WY 83001. Telephone (307) 739-7410, prior to the date of final payment.

Said final payment will be made on Sept. 28, 2021, said date being the 41st date after the first publication of notice.

Teton County Hospital District
Sean Ryan, Director of Facilities
Aug. 18, 2021
Publish: 08/18, 08/25, 09/01/21

• 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 William P. Schwartz and Cheryl Ranck Schwartz as owners of Simpson Street, LLC intend to apply for a permit to subdivide property within the Town of Jackson. The proposed subdivision is a Townhome Subdivision of Lot 1 Block 7 of the Second Cache Creek Addition to the Town of Jackson located within the NW1/4 NW1/4 of Section 34, T41N, R116W 6th P.M. Teton County. This subdivision will create four (4) townhome lots and one common area lot. The project is located in the Town of Jackson at 10 East Simpson Avenue. Filing for said permit will occur at a regular meeting of the Jackson Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at (307) 733-3932 for the scheduled meeting date and additional information.
Publish: 08/18, 08/25/21

• CONTINUED PUBLICATIONS •

STATE OF WYOMING) IN THE DISTRICT COURT
COUNTY OF TETON) ss. 9TH JUDICIAL DISTRICT
Plaintiff: VIRTUD DEL CARMEN VILLALOBOS TORRES) Civil Action Case No. 183149
(Print name of person filing))
vs.) SUMMONS
Defendant: SALOMON MUNGUIA GRANDOS) ISSUED
(Spouse) (Print name)
To the above named Defendant:
Print Defendant's Name: SALOMON MUNGUIA GRANDOS
Home Address: EL SALVADOR SAN SALVADOR URBANIZACION CIUDAD FUTURA FASE 2 PASAJE 80 POLIGONO 87 NUMERO 45, CUSCATAN
Phone: _____
Employer Name & Address: _____

YOU ARE HEREBY SUMMONED and required to file with the Clerk and serve upon the Plaintiff or Plaintiff's attorney if s/he has one, an Answer to the Complaint for Divorce which is herewith served upon you, within 20 days after service of this Summons upon you, exclusive of the day of service. (If service upon you is made outside of the state of Wyoming, you are required to file and serve your answer to the Complaint for Divorce within 30 days after service of this Summons upon you, exclusive of the day of service.) If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint for Divorce.

Dated, 15th September, 2020.
(Seal of District Court)
ANNE C. SUTTON
Clerk of Court
By: [Signature]
Deputy Clerk

Publish: 08/11, 08/18, 08/25, 09/01/21

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with §18-5-306 Wyoming Statutes Glenwood JH, Inc. 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 21 condominium units. The project is located on 0.64 acres, described as Lots 1-4, Blk 6, a

• Public Notices •

portion of the SE1/4 SE1/4 of Section 28, Township 41N, Range 116W. The site is situated on the corner of W Gill Avenue and N Glenwood Street. The street address is 185 N Glenwood Street, Jackson, WY. The name of the proposed subdivision is Glenwood Gill Condominiums Addition to the Town of Jackson. Publish: 08/11, 08/18/21

STATE OF WYOMING)
COUNTY OF Teton) ss. North JUDICIAL DISTRICT

IN THE MATTER OF THE)
CHANGE OF NAME OF)
Victoria Marta Flaherty)
Petitioner)

Civil Action Case No. 18493

FILED
TETON COUNTY WYOMING
2021 JUL 15 PM 1:06
CLERK OF DISTRICT COURT

NOTICE OF PUBLICATION


You are hereby notified that a *Petition For Change of Name*, Civil Action No. 18493, has been filed on behalf of (current full name) Victoria Marta Flaherty in the Wyoming District Court for the _____ Judicial District, whose address is (address of District Court) _____, the object and prayer of which is to change the name of the above-named person from Victoria Marta Flaherty to Victoria Marta Smith.

(current full name) (desired full name)


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

DATED this 15 day of July, 2021.

BY CLERK OF COURT:
[Signature]
Clerk of District Court / Deputy






Publish: 07/28, 08/04, 08/11, 08/18/21



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