



TOWN OF JACKSON PLANNING & BUILDING DEPARTMENT

TRANSMITTAL MEMO

Town of Jackson

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

Joint Town/County

- Parks and Recreation
- Pathways
- Housing Department

Teton County

- Planning Division

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

State of Wyoming

- Teton Conservation
- WYDOT
- TC School District #1
- Game and Fish
- DEQ

Federal Agencies

- Army Corp of Engineers

Utility Providers

- Qwest
- Lower Valley Energy
- Bresnan Communications

Special Districts

- START
- Jackson Hole Fire/EMS
- Irrigation Company

Date: September 16, 2021

Item #: P21-246

Planner: Katelyn Page

Phone: 733-0440 ext. 1302

Email: kpage@jacksonwy.gov

Owner / Applicant:

William P & Cheryl R. Schwartz
PO Box 4145
Jackson, WY 83001

REQUESTS:

The applicant is submitting a request for a Subdivision Plat for the property located at 10 E Simpson Ave., legally known as LOT 1, BLK. 7, CACHE 2 PIDN: 22-41-16-34-2-14-008

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

**Please respond by: October 1, 2021 (Sufficiency)
October 8, 2021 (with Comments)**

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



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

Fees Paid _____

Date & Time Received _____

Application # _____

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

PROJECT.

Name/Description: Simpson Corner Townhomes

Physical Address: 10 E. Simpson Ave.

Lot, Subdivision: Lot 1 of Block 7 of the Second Cache Creek addition to the Town of Jackson, Teton County, Wyoming according to that Plat recorded Octob

PIDN: 22-41-16-34-2-14-008

PROPERTY OWNER.

Name: William P. & Cheryl R. Schwartz, husband & wife

Phone: 307 690-3630

Mailing Address: P.O. Box 4145 Jackson Wyo

ZIP: 83001

E-mail: bill@ranckschwartz.com

APPLICANT/AGENT.

Name: William P. Schwartz

Phone: 307 690-3630

Mailing Address: P.O. Box 4145 Jackson, Wyo

ZIP: 83001

E-mail: bill@ranckschwartz.com

DESIGNATED PRIMARY CONTACT.

Property Owner _____ Applicant/Agent _____

TYPE OF APPLICATION. Please check all that apply; review the type of application at www.townofjackson.com/200/Planning

Use Permit

Basic Use

Physical Development

Conditional Use

Sketch Plan

Special Use

Development Plan

Relief from the LDRs

Administrative Adjustment

Design Review

Interpretations

Variance

Subdivision/Development Option

Beneficial Use Determination

Subdivision Plat

Appeal of an Admin. Decision

Boundary Adjustment (replat)

Boundary Adjustment (no plat)

Development Option Plan

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 #: NA
Original Permit #: B20-0378--0381 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?

1,202 **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

NA **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

William P. Schwartz

Name Printed

9/15/21

Date

Owner

Title

CERTIFICATE OF SURVEYOR

State of Wyoming) ss
County of Teton)

I, Todd Cedarholm of Jackson, Wyoming, hereby certify that this plat was prepared from data obtained during a survey performed by me and others under my supervision during May, 2020, and from records available in the Office of the Clerk of Teton County; that it correctly represents SIMPSON CORNER TOWNHOMES ADDITION TO THE TOWN OF JACKSON, identical with Lot 1 of Block 7, Second Cache Creek Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat No. 109, located in the NW1/4NW1/4 of Section 34, T41N, R116W, 6th P.M., Teton County, Wyoming, more particularly described as follows:

BEGINNING at the northwest corner of said Lot 1 where is found a 5/8" diameter steel rebar with a steel cap inscribed "PLS 6447", said point bears S 89°56'22" W, 200.14 feet from the northeast corner of Lot 4 Block 7 of said Second Cache Creek Addition where is found a 1 inch diameter pipe;

THENCE along the north line of said Lot 1, N 89°56'22" E, 50.04 feet to the northeast corner of said Lot 1, marked by a 5/8" diameter steel rebar with an aluminum cap inscribed "PLS 6447";

THENCE along the east line of said Lot 1, S 00°08'57" W, 150.12 feet to the southeast corner of said Lot 1, marked by a 5/8" diameter steel rebar with an aluminum cap inscribed "PLS 6447";

THENCE along the south line of said Lot 1, S 89°50'52" W, 50.09 feet to the southwest corner of said Lot 1, marked by a 5/8" diameter steel rebar with an aluminum cap inscribed "PLS 6447";

THENCE along the west line of said Lot 1, following a line sixty (60.00) feet easterly of and parallel with the west line of said Section 34, N 00°01'06" E, 150.20 feet to the POINT OF BEGINNING;

ENCOMPASSING an area of 0.17 acres, more or less;

that the BASE BEARING for the data provided on this plat is a geodetic bearing derived from GPS measurements;

that all corners will be monumented as shown hereon by July 31, 2022.

Todd Cedarholm
Wyoming Professional Land Surveyor No. 6447

The foregoing instrument was acknowledged before me by Todd Cedarholm this _____ day of _____, 2021.
WITNESS my hand and official seal.

Notary Public

My commission expires:

CERTIFICATE OF ENGINEER

State of Wyoming) ss
County of Teton)

I, Thomas Kirsten, hereby certify that the water distribution and sewer collection facilities designed for the foregoing subdivision are adequate and safe, and meet Federal, State and Town of Jackson requirements if built as designed and operated correctly.

Thomas Kirsten
Wyoming Professional Engineer No. 6821

The foregoing instrument was acknowledged before me by Thomas Kirsten this _____ day of _____, 2021.
WITNESS my hand and official seal.

Notary Public

My commission expires:

CERTIFICATE OF OWNER

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

The undersigned owner hereby certifies that the foregoing subdivision of Lot 1 of Block 7, Second Cache Creek Addition to the Town of Jackson, Teton County, Wyoming, as shown on this plat and more particularly described under the Certificate of Surveyor is with free consent and in accordance with the desire of the undersigned owner and proprietor of the described lands;

that the name of the subdivision shall be SIMPSON CORNER TOWNHOMES ADDITION TO THE TOWN OF JACKSON;

that this subdivision is subject to the Declaration of Covenants, Conditions and Restrictions for the SIMPSON CORNER TOWNHOMES ADDITION TO THE TOWN OF JACKSON; to be recorded concurrently with this plat;

that this subdivision is subject to any covenants, conditions, restrictions, easements, ditches, roadways, rights-of-way, common areas, reservations, building setback requirements, and conditions of sight and/or record including but not limited to those delineated on recorded Plat No. 109, Second Cache Creek Addition to the Town of Jackson, on file in the Office of the Clerk of Teton County, Wyoming, and those shown hereon;

that this subdivision is subject to A Resolution Establishing Street Names for All Public and Private Streets within the Town of Jackson described in Book 362 of Photo, Page 1054 on file in said Office;

that this subdivision is subject to that Electric Distribution Easement described in Document #0995617 on file in said Office;

that the Common Area, Lot 5, shall be conveyed by recorded deed to the Homeowners Association for common use and enjoyment of the Common Area by all owners of a lot or unit within this subdivision except for those portions of said Common Area being reserved and dedicated as Limited Common Area and for those uses and areas restricted as noted on this plat and in those Declarations cited above;

that a non-exclusive easement in, over and across that portion of Common Area, Lot 5, designated as GCE-DRIVE, is hereby granted to each owner of a lot or unit within Simpson Corner Townhomes Addition to the Town of Jackson, their heirs, successors, and assigns for purposes of access to and from said lots and units and for underground utilities serving said lots;

that those portions of Common Area, Lot 5, divided into Limited Common Elements as denoted by LCE following the number of the associated lot or unit, are reserved for the exclusive use and enjoyment of the owner of such lot or unit, subject to easements of sight and/or record including those granted hereon and subject to the rights of such owner, his heirs and assigns, and of the Homeowners Association and its authorized representatives to enter upon said Limited Common Elements for the purpose of installing, maintaining, or inspecting, utility facilities serving this subdivision;

that non-exclusive easements across the Common Area, Lot 5, including all of the Limited Common Areas, are hereby granted to Lower Valley Energy and those other utility companies, their successors and assigns serving this subdivision for construction, maintenance and repair of the utility services for the subdivision as shown hereon;

that the Town of Jackson shall have access to all water valves, meters, shut-off boxes, sewer cleanouts, and manholes, and the undersigned reserves the right to create easements across said subdivision as necessary to provide for said access;

that access across the Common Area, Lot 5, is hereby granted to emergency vehicles, including ambulances, fire-fighting vehicles, and police vehicles;

that the undersigned owner reserves unto itself, its heirs, successors, and assigns the right of ingress and egress across the Common Area Lot 5 for construction and other purposes relating to this subdivision and the right to grant unto other parties non-exclusive easements across Common Area Lot 5;

that access to this subdivision is from East Simpson Avenue, South Cache Street, and from the east-west alley immediately south of this subdivision accessed from South Cache Street;

that the undersigned owner does not warrant to any 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 with regard to the natural flow of a stream or river for persons living on the banks of the stream or river;

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

that Lot 1 of Block 7, Second Cache Creek Addition to the Town of Jackson, as such lot lines are referenced on this plat, are hereby vacated, being reconfigured as the SIMPSON CORNER TOWNHOMES ADDITION TO THE TOWN OF JACKSON;

that in accordance with said Section 34-12-110, Wyoming Statutes, as amended, 1977, the Teton County Clerk is respectfully requested to write "vacated" across Lot 1 of Block 7, Second Cache Creek Addition to the Town of Jackson, recorded in said Office as Plat No. 109.

WILLIAM P. SCHWARTZ and CHERYL RANCK SCHWARTZ,
husband and wife

SIGNATURE BY SEPARATE AFFIDAVIT

CERTIFICATE OF APPROVAL

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

Pursuant to Section 15-1-415 Wyoming Statutes, and the pertinent Land Development Resolution of the Town of Jackson, Teton County, Wyoming, the foregoing subdivision, SIMPSON CORNER TOWNHOMES ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council on the _____ day of _____, 2021.

Attest:

TOWN OF JACKSON

Lynsey Lenamond
Town Clerk

Hailey Morton Levinson
Mayor

Brian Lenz
Town Engineer

Paul Anthony
Planning Director

The foregoing instrument was acknowledged before me by Hailey Morton Levinson, Mayor, this _____ day of _____, 2021.

WITNESS my hand and official seal.

Notary Public
My Commission Expires:

The foregoing instrument was acknowledged before me by Lynsey Lenamond, Town Clerk, this _____ day of _____, 2021.

WITNESS my hand and official seal.

Notary Public
My Commission Expires:

The foregoing instrument was acknowledged before me by Brian Lenz, Town Engineer, this _____ day of _____, 2021.

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 _____, 2021.

WITNESS my hand and official seal.

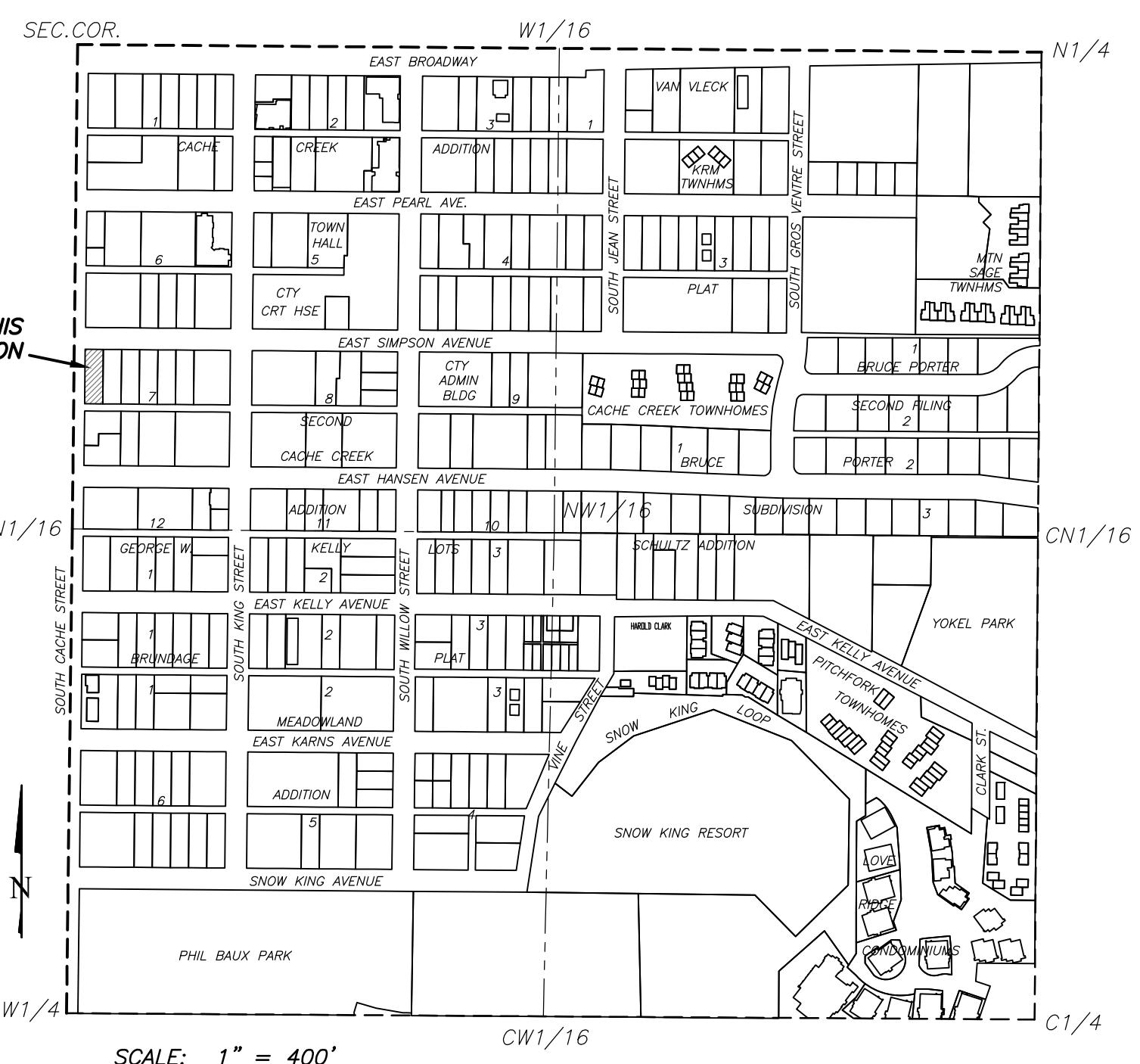
Notary Public
My Commission Expires:

The foregoing instrument was acknowledged before me by Brian Lenz, Town Engineer, this _____ day of _____, 2021.

WITNESS my hand and official seal.

VICINITY MAP

SHOWING
NW1/4 SECTION 34
T41N, R116W, 6TH P.M.
TOWN OF JACKSON
TETON COUNTY, WYOMING



OWNER:
WILLIAM P. SCHWARTZ & CHERYL RANCK SCHWARTZ
P.O. BOX 4145
JACKSON, WY 83001

ENGINEER:
JORGENSEN ASSOCIATES, INC.
P.O. BOX 9550
JACKSON, WY 83002

SURVEYOR:
ON SIGHT LAND SURVEYORS, INC.
P.O. BOX 12290
JACKSON, WY 83002

ZONING DISTRICT: OFFICE RESIDENTIAL (OR)

NUMBER OF LOTS: 5
4 TOWNHOUSE LOTS
1 COMMON AREA LOT

TOTAL PROJECT ACREAGE: 0.172 ACRES

PREPARATION DATE: AUGUST 20, 2021

FINAL SUBMITTAL REVISION:

FINAL PLAT
SIMPSON CORNER TOWNHOMES
ADDITION TO THE TOWN OF JACKSON

BEING IDENTICAL WITH

LOT 1 BLOCK 7

SECOND CACHE CREEK ADDITION
TO THE TOWN OF JACKSON

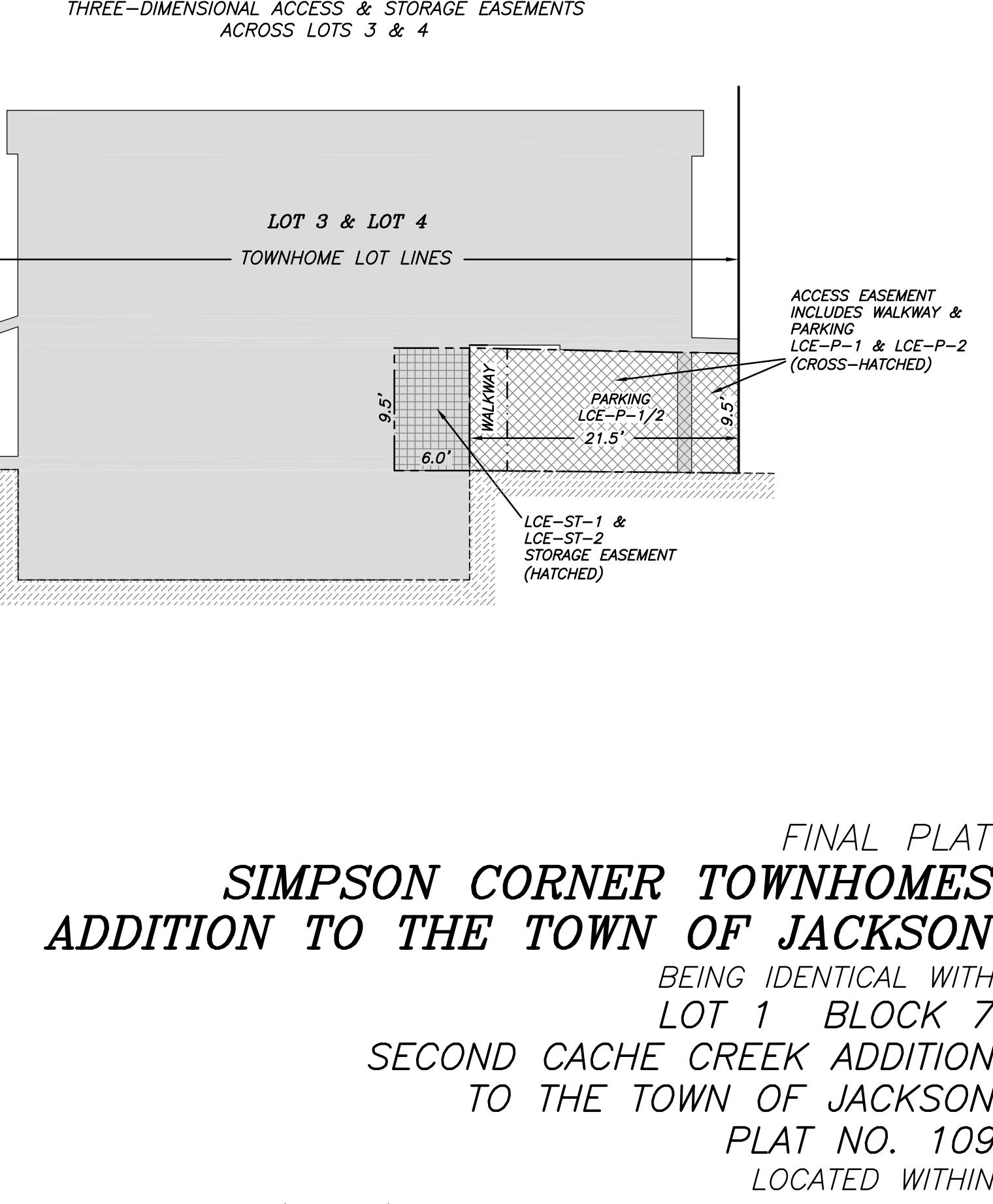
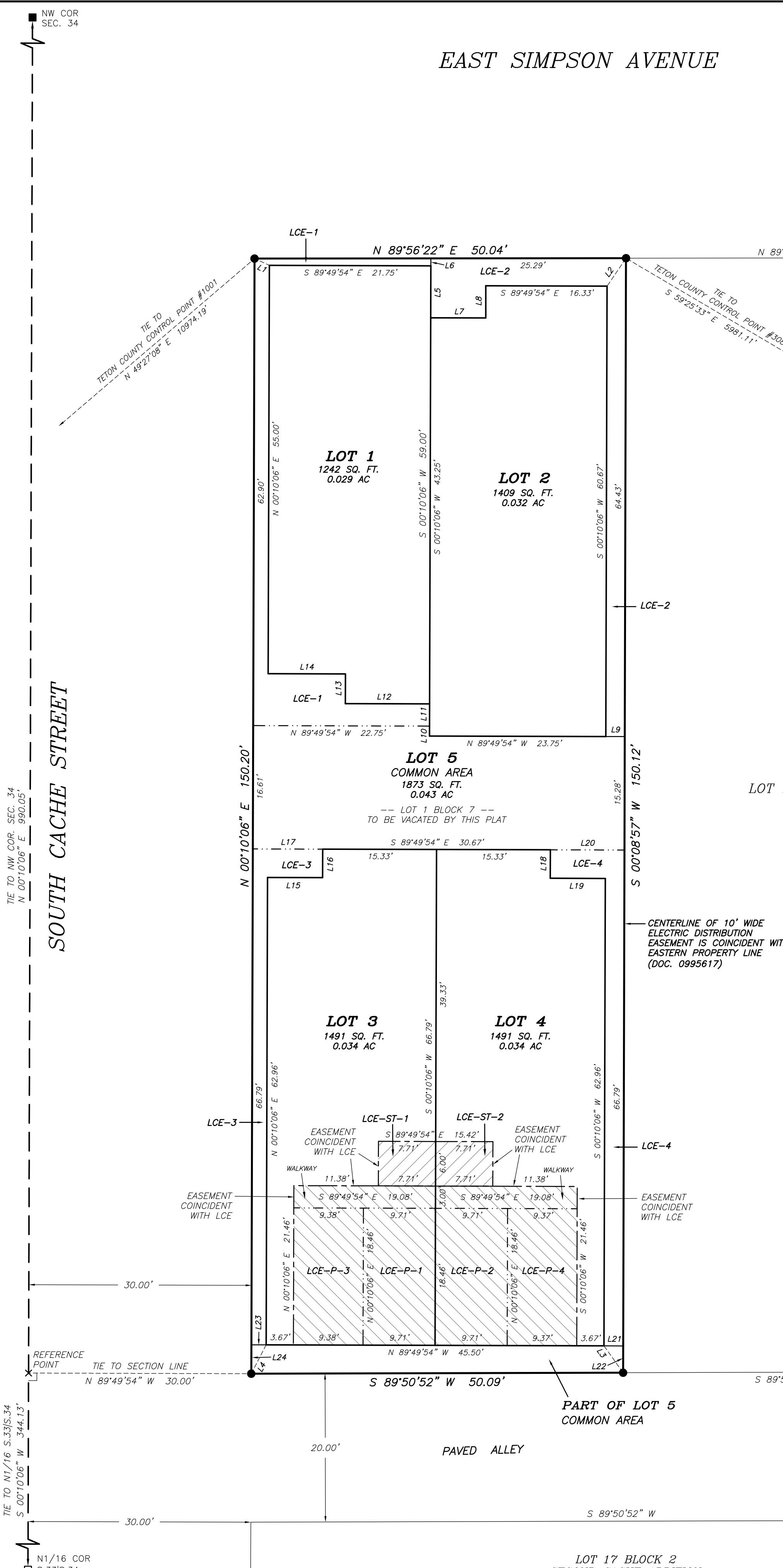
PLAT NO. 109

LOCATED WITHIN

NW1/4NW1/4 SECTION 34, T41N, R116W, 6th P.M.
TOWN OF JACKSON
TETON COUNTY, WYOMING

SHEET 1 OF 2

EAST SIMPSON AVENUE



Issued To:

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

Report No.: W-22159
Effective Date: July 23, 2021
Current Date: August 4, 2021
Cost: \$0.00

Project Reference:

Property Address: 10 East Simpson Avenue, Jackson, WY 83001

County: Teton

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

William P. Schwartz and Cheryl Ranck Schwartz, husband and wife, tenants by the entireties

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

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

Issued By:

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

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

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-22159

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 1 of Block 7 of the Second Cache Creek Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on October 14, 1913, as Plat No. 109.

PIDN: 22-41-16-34-2-14-008

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-22159

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

1. 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.
2. (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.
3. General taxes for the year 2021 and subsequent years, a lien in the process of assessment, not yet due or payable.
4. All matters as delineated on the Official Plat of "Second Cache Creek Addition," on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 109.
[Plat No 109](#)

A Resolution Establishing Street Names for All Public and Private Streets within the Town of Jackson, recorded October 8, 1998, as (book) 362 (page) 1054 Official Records.

5. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, recorded August 3, 2020, as (instrument) 0995617, Official Records.
[0995617](#)
Affects Lot 1 and Lot 2
6. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$2,775,000.00, dated September 25, 2020, recorded September 25, 2020, as (instrument) 0999511, Official Records.
Mortgagor: William P. Schwartz and Cheryl Ranck Schwartz, husband and wife
Mortgagee: Rocky Mountain Bank
7. A Financing Statement recorded in the office of the County Recorder, showing William P. Schwartz and Cheryl Ranck Schwartz, as Debtor, and Rocky Mountain Bank, as Secured Party, recorded September 25, 2020, (instrument) 0999512, Official Records.

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

TAX NOTE:

Taxes, special and general, assessment districts and service areas, for the year 2020. Tax ID No. OJ-001283.

1st Installment: \$2,677.90 PAID

2nd Installment: \$2,677.89 PAID

Wyoming Title & Escrow
Ownership and Encumbrance Report
Report No.: W-22159

TAX NOTE:

Taxes, special and general, assessment districts and service areas, for the year 2019. Parcel No. OJ-001283.

1st Installment: \$2,729.32 PAID

2nd Installment: \$2,729.32 PAID



Secretary of State

Wyoming Secretary of State
Herschler Bldg East, Ste.100 & 101

Cheyenne, WY 82002-0020
Ph. 307-777-7311

For Office Use Only

WY Secretary of State
FILED: Sep 15 2021 4:27PM
Original ID: 2021-001035954

Mutual Benefit Nonprofit Corporation Articles of Incorporation

I. The name of the mutual benefit nonprofit corporation is:

Simpson Corner Townhomes Owners Association

II. The name and physical address of the registered agent of the mutual benefit nonprofit corporation is:

William Schwartz
20 E Simpson Ave
Jackson, WY 83001

III. The mailing address of the mutual benefit nonprofit corporation is:

PO Box 3890
Jackson
Jackson, Wyoming 83001

IV. The principal office address of the mutual benefit nonprofit corporation is:

20 East Simpson
PO Box 3890
Jackson, Wyoming USA 83001

V. This corporation will have members.

Provisions regarding the distribution of assets upon dissolution are:
Assets distributed equally to Members on dissolution

The type of business the nonprofit corporation will be conducting is:

Performing responsibilities set forth under covenants, conditions and restrictions recorded against property identified as Simpson Corner Townhomes Plat recorded in Teton County Wyoming.

VI. The name and address of each incorporator is as follows:

William Phillip Schwartz
PO Box 3890

Signature: William Phillip Schwartz

Date: 09/15/2021

Print Name: William Phillip Schwartz

Title: President

Email: williampschwartz@gmail.com

Daytime Phone #: (307) 690-3630



Wyoming Secretary of State
Herschler Bldg East, Ste.100 & 101
Cheyenne, WY 82002-0020
Ph. 307-777-7311

I am the person whose signature appears on the filing; that I am authorized to file these documents on behalf of the business entity to which they pertain; and that the information I am submitting is true and correct to the best of my knowledge.

I am filing in accordance with the provisions of the Wyoming Nonprofit Corporation Act, (W.S. 17-19-101 through 17-19-1807) and Registered Offices and Agents Act (W.S. 17-28-101 through 17-28-111).

I understand that the information submitted electronically by me will be used to generate Articles of Incorporation that will be filed with the Wyoming Secretary of State.

I intend and agree that the electronic submission of the information set forth herein constitutes my signature for this filing.

I have conducted the appropriate name searches to ensure compliance with W.S. 17-16-401.

I affirm, under penalty of perjury, that I have received actual, express permission from each of the following incorporators to add them to this business filing: William Phillip Schwartz

I consent on behalf of the business entity to accept electronic service of process at the email address provided with Article IV, Principal Office Address, under the circumstances specified in W.S. 17-28-104(e).

Notice Regarding False Filings: Filing a false document could result in criminal penalty and prosecution pursuant to W.S. 6-5-308.

W.S. 6-5-308. Penalty for filing false document.

(a) A person commits a felony punishable by imprisonment for not more than two (2) years, a fine of not more than two thousand dollars (\$2,000.00), or both, if he files with the secretary of state and willfully or knowingly:

(i) Falsifies, conceals or covers up by any trick, scheme or device a material fact;

(ii) Makes any materially false, fictitious or fraudulent statement or representation; or

(iii) Makes or uses any false writing or document knowing the same to contain any materially false, fictitious or fraudulent statement or entry.

I acknowledge having read W.S. 6-5-308.

Filer is: An Individual An Organization

Filer Information:

By submitting this form I agree and accept this electronic filing as legal submission of my Articles of Incorporation.

Signature: William Phillip Schwartz

Date: 09/15/2021

Print Name: William Phillip Schwartz

Title: President

Email: williamschwartz@gmail.com

Daytime Phone #: (307) 690-3630



Secretary of State

Wyoming Secretary of State
Herschler Bldg East, Ste.100 & 101

Cheyenne, WY 82002-0020
Ph. 307-777-7311

Consent to Appointment by Registered Agent

William Schwartz, whose registered office is located at **20 E Simpson Ave, Jackson, WY 83001**, voluntarily consented to serve as the registered agent for **Simpson Corner Townhomes Owners Association** and has certified they are in compliance with the requirements of W.S. 17-28-101 through W.S. 17-28-111.

I have obtained a signed and dated statement by the registered agent in which they voluntarily consent to appointment for this entity.

Signature: *William Phillip Schwartz* Date: 09/15/2021
Print Name: **William Phillip Schwartz**
Title: **President**
Email: **williampschwartz@gmail.com**
Daytime Phone #: **(307) 690-3630**

STATE OF WYOMING
Office of the Secretary of State

I, EDWARD A. BUCHANAN, Secretary of State of the State of Wyoming, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

CERTIFICATE OF INCORPORATION

Simpson Corner Townhomes Owners Association

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this **15th** day of **September, 2021** at **4:27 PM**.

Remainder intentionally left blank.



Filed Date: 09/15/2021

Edward A. Buchanan
Secretary of State

Filed Online By:

William Phillip Schwartz

on 09/15/2021

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SIMPSON CORNER TOWNHOMES ADDITION TO THE TOWN OF JACKSON

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (the “Declaration”) is made this ____ day of September 2021, by William P. Schwartz and Cheryl Ranck Schwartz, husband and wife (hereinafter referred to as to as the “Declarant”).

Article I CREATION OF THE TOWNHOMES ADDITION

1. **Purpose and Intent.** The Declarant, as the owner of the real property known as Lot 1 of Block 7 of the Second Cache Creek addition to the Town of Jackson, Teton County, Wyoming according to that Plat recorded October 14, 1913 as Plat No. 109 (the “Property”), intends by the contemporaneous recording of this Declaration and Plat for the Simpson Corner Townhomes Addition to the Town of Jackson (the “SCTA Plat”) to create a general plan of development, ownership, use and maintenance of the Simpson Corner Townhomes Addition to the Town of Jackson, Wyoming.
2. **Binding Effect.** The Property shall be owned, conveyed and used subject to all of the provisions of this Declaration and the SCTA Plat and any restatements, amendments, or supplements thereto, which shall run with the title to such Property. This Declaration shall be binding upon all persons having any right, title, or interest in any portion of the Property, their tenants, guests, invitees, heirs, successors, successors in-title, and assigns, and shall inure to the benefit of each Owner, tenant, mortgagee, or occupant thereof. Any violation of this Declaration by a tenant, occupant, guest, or invitee of an Owner shall be deemed a violation by the relevant Owner. This Declaration shall be enforceable in perpetuity by the Simpson Corner Townhomes Owners Association, any Owner, and, during any period in which the Declarant owns any portion of the Property and for a period of five years thereafter, the Declarant and its legal representatives, successors, and assigns.

Article II DEFINITIONS

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

1. **Simpson Corner Townhomes Owners Association or Property Owners Association or Association.** The Simpson Corner Townhomes Owners Association, a Wyoming non-profit corporation, its successors or assigns.
2. **Board of Directors or Board.** The Board of Directors of the Simpson Corner Townhomes Owners Association. The Board shall have four members who shall be elected in

accordance with the applicable provisions of the Bylaws. The Board shall have the powers enumerated in the Governing Documents.

3. Bylaws. The Bylaws of the Association, as amended and modified from time to time.
4. Common Area. All real property owned by the Association and shown on the SCTA Plat as Lot 5.
5. Governing Documents. A collective term, meaning this Declaration, the SCTA Plat, Articles of Organization, and Bylaws of the Association, as either of them may be restated, amended or supplemented from time to time.
6. Limited Common Area. All real property (including the improvements thereto) owned by the Association and dedicated for the exclusive use of one specific Owner and Lot as identified on the SCTA Plat. The SCTA Plat identifies the following Limited Common Areas: (i) four separate Limited Common Area parking spaces identified as LCE-P-1 through 4 that are each appurtenant to a separate Lot, (ii) four separate Limited Common Area lawn areas, and patios identified as LCE 1 through 4 that are each appurtenant to a separate Lot, (iii) two Limited Common Area storage units identified as LCE-ST-1 and LCE-ST-2 that are respectively appurtenant to Lot 1 and Lot 2. Each of the Limited Common Areas are labeled on the SCTA Plat with a number to show the Lot to which it is appurtenant. For example, "LCE-P-1" is appurtenant to Lot 1.
7. Lot. The four (4) Lots shown on the SCTA Plat as Lot 1, Lot 2, Lot 3 and Lot 4. (Lot 5 is referred to herein as Common Area.)
8. Member. A member of the Association.
9. Owner. The record owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of or situated upon the Property, but excluding those having such interest merely as security for the performance of an obligation.
10. SCTA Plat. That officially approved SCTA Plat of the Simpson Corner Townhomes Addition to the Town of Jackson to be filed with the Office of the Clerk of Teton County, Wyoming contemporaneous with this Declaration.
11. Property. That certain real property described as Lot 1 of Block 7 of the Second Cache Creek addition to the Town of Jackson, Teton County, Wyoming according to that Plat recorded October 14, 1913 as Plat No. 109
12. Shared Parking Agreement. That agreement between Declarant and the owner of the Lot adjacent to the Property (known as 20 E. Simpson) providing for shared parking to be recorded contemporaneously with this Declaration.

Article III **PROPERTY RIGHTS**

1. **Owners' Easements of Enjoyment.** Every Owner shall have a right and appurtenant easement of enjoyment in and to the Limited Common Area associated with his or her Lot, as depicted on the SCTA Plat, which shall be appurtenant to and shall pass with the title to every Lot, subject to:
 - (a) The right of the Association to dedicate or transfer all or any part of the Limited Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association with the consent of Declarant during any period in which the Declarant owns any portion of the Property;
 - (b) Non-exclusive easements across the Limited Common Area in favor of the Association, Owners, and, during any period in which the Declarant owns any portion of the Property and for a period of five years thereafter, the Declarant and their respective agents, contractors, or utility service providers to the extent reasonably necessary for the purpose of:
 - i. Installing utilities and other infrastructure, including without limitation, cable and other systems for sending and receiving data and/or other electronic signals; security and similar systems; and drainage systems to serve the Property;
 - ii. Inspecting, maintaining, repairing and replacing such utilities and infrastructure to serve the Property;
 - iii. Access to read utility meters; and
 - iv. Maintenance of the Limited Common Areas and the exteriors of the Lots in accordance with this Declaration.
 - (c) Easements for natural drainage of stormwater runoff from other portions of the Property; provided, no person shall alter the natural drainage on any portion of the Property to increase materially the drainage of stormwater onto adjacent portions of the Property without the consent of the Owner(s) affected thereby.
 - (d) The Bylaws, which shall not contain provisions in contradiction of the foregoing subparagraphs (a) through (c).
2. **Delegation of Use.** Any Owner may delegate his or her right of enjoyment to the applicable Lot and appurtenant Limited Common Areas to family members, tenants, guests, invitees or contract purchasers.
3. **Taxes and Assessments.** All taxes, assessments, and other charges of the State of Wyoming or of any political subdivision or of any special improvement district or of any other taxing

or assessing authority shall be assessed against and collected on each Lot separately, not on the Property as a whole, and each Lot shall be carried on the tax records as a separate and distinct parcel. In furtherance of the foregoing, each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Lot and the appurtenant Limited Common Areas. Each Owner shall pay the taxes or assessments assessed against his or her Lot, or interest therein, and his or her interest in the Common Areas. The lien for taxes assessed to any Lot shall be confined to that Lot. No forfeiture or sale of any Lot for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Lot.

Article IV **USE AND CONDUCT**

1. **Framework for Regulation.** The Governing Documents establish, as part of the general plan of development and use for the Property, a framework of affirmative and negative covenants, easements, and restrictions which govern the Property.
2. **Owners' Acknowledgement and Notice to Purchasers.** All Owners are hereby given notice that use of their Lot and the Limited Common Areas are limited by the Governing Documents as they may be amended, expanded, and otherwise modified hereunder. Each Owner, by acceptance of a deed for their Lot acknowledges and agrees that the use, enjoyment, and marketability of his or her Lot can be affected by the Governing Documents and that the Governing Documents may be amended in accordance with their terms.
3. **Limitation to Residential Use.** Lots and Limited Common Areas shall be used for residential purposes only. No commercial use shall be made of any Lot, and no building or structure shall be intended for or adapted to commercial use; provided, however, that these prohibitions shall not preclude "home occupations" as currently defined in Town of Jackson Land Development Regulation Section 6.1.1 1.D (or any successor, similar ordinance), or any professional, home occupations or cultural activities in the home, such as painting, sculpturing, writing, music, art and craft work, and similar cultural activities, even if such activities may bring remuneration to the person or persons participating therein; provided that any such professional or cultural use is permitted by all necessary governmental authorities, and does not create a nuisance to Owners or occupants of other Lots. Professional or cultural uses that require any additional parking or that involve customers or clients coming to the Property shall not be permitted unless approved in advance by the Board and shall be subject to whatever additional regulations established by the Board regarding such use to minimize the impact upon Owners.
4. **Domestic Animals.** No pets shall be kept or maintained on any Lot except as provided herein. Each Lot shall be entitled to maintain a reasonable number of household pets, including but not limited to one dog, one cat, fish, birds, rodents, and non-poisonous reptiles, so long as such pets are not kept for any commercial purpose, are not kept in unreasonable numbers, do not cause an unreasonable amount of noise or odor, and do not

otherwise become a nuisance to other Owners or occupants. All Owners or occupants with household pets shall keep the animals under control at all times so they do not cause a nuisance to others and do not harass or endanger wildlife. All Owners or occupants with household pets shall promptly clean up all waste or excrement from their pets within the Property and shall promptly repair, at his or her own cost, any damage to the lawn, landscaping, decks, or any other part of the Property arising from the actions of their pets. The Board shall have the right and authority to determine in its sole discretion that pets are being kept for commercial purposes, or are otherwise a nuisance to other Owners or occupants, or that an Owner or occupant is otherwise in violation of this Section, and to take such action or actions as it deems reasonably necessary to remedy the violation. Without limiting the generality of the foregoing, the Association may require the owner or custodian of a dog that barks or howls excessively, or of a pet with other offensive habits, to confine such animal indoors. In the event that the Board shall determine that a pet has become a "nuisance pet," a written notice of violation shall be delivered to the Owner or custodian of the nuisance pet, and if the nuisance pet is not removed from the Property within seventy-two (72) hours thereafter, the Board shall have the right to remove the nuisance pet, or cause the nuisance pet to be removed and kenneled, at the sole expense of the Owner of the Lot on which the nuisance pet is boarded and to enter upon an Owner's Lot for such purpose, all without liability on the part of the Board. Any costs associated with responding to complaints of a nuisance pet may be levied against an Owner or occupant as a specific assessment, and the Board shall have the right to assess a penalty of up to \$50 per day against any Owner of a Lot where a nuisance pet is kept until the nuisance is abated in the discretion of the Board.

5. Wildlife. The feeding of wildlife is prohibited. Notwithstanding the foregoing, Owners or occupants may maintain bird feeders within their respective Lots and Limited Common Areas.
6. Trees and other Landscaping. The Association shall be responsible for the reasonable care and maintenance of the lawn, trees and other landscaping on the Common Area and Limited Common Areas, and the cost of such landscaping care shall be part of the common assessment. The planting of flowers or additional vegetation by an Owner on the Common Area shall (a) be approved by the Board prior to any such planting, (b) be generally consistent with the other vegetation on the Common Area, and (c) be installed and maintained at such Owner's cost. The planting of flowers or additional vegetation by an Owner on that Owner's an appurtenant Limited Common Area shall be installed and maintained at such Owner's cost
7. Fireworks. No discharge of firecrackers and other fireworks shall be permitted on any portion of the Property; provided, however, the Board shall have no obligation to take action to prevent or stop such discharge.
8. Nuisance. No noxious or offensive activity shall be carried on upon the Property or any part thereof, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other Owners in the enjoyment of their Lots.

9. Garbage. All garbage, trash, and recycling items shall be placed and kept in covered containers and be put out for routine collection and in accordance with the rules and regulations that may be promulgated from time to time by the Board. The maintenance of accumulated waste plant materials is allowed in a composting container in accordance with the rules and regulations that may be promulgated from time to time by the Board.
10. No Outdoor Storage. No equipment or personal property shall be stored on the Common Area except as may be permitted by such written rules and regulations established by the Board. For the purposes of clarity, deck and patio furniture, umbrellas, grills, and a reasonable number/amount of bikes, toys, sporting gear, and similar equipment may be kept by an Owner on the respective Owner's appurtenant Limited Common Areas at the sole risk of the Owner.
11. Fences. No Owner may erect a fence on any portion of the Common Area or Limited Common Area without the prior approval of the Board. If approved by the Board, fencing must also comply with any applicable regulations in the Land Development Regulations of the Town of Jackson.
12. No Subdivision or Partition. No Lot may be further subdivided. The Common Area may not be partitioned, and each member waives any right of partition as to the Common Area.
13. Leases. All leases affecting any portion of the Property shall require the Lessee to comply with all terms of this Declaration, the Shared Parking Agreement, and such rules and regulations that may be promulgated by the Board from time to time. Unless otherwise permitted by the Board, no Lessee shall use the Common Area unless personally attended by an Owner of a Lot.
14. Use of Common Area. Use of the Common Area shall be limited to the Owners of a Lot and their invited household guests and shall comply with such rules and regulations that may be promulgated by the Board from time to time. Social activities on or near the common area after 10 p.m. is prohibited without advance permission from the Board.

Article V **MAINTENANCE AND LANDSCAPING**

1. General. No structure shall be placed, erected, or installed upon any Lot or Limited Common Area, including the expansion of decks, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same have been submitted to and approved in writing as to harmony of external design, color, and location in relation to surrounding structures and topography by the Board. In the event the Board fails to approve or disapprove such design and location within thirty (30) days after said plan and specifications have been submitted to it, approval will not be required, and this Section shall be deemed to have been fully complied with. This provision shall be in addition to any building codes or land use development regulations of the Town of Jackson. Any Owner may remodel, paint or redecorate the interior of structures on his or her Lot

without approval from the Board. However, modifications (including new or changed exterior painting or siding) to the exterior of improvements on a Lot or the Limited Common Areas shall be subject to prior Board approval. No approval shall be required to rebuild a damaged structure substantially in accordance with originally approved plans and specifications or original construction.

2. **Lot and Common Area Maintenance.** The Association shall be responsible for maintenance and repair of exterior elements constructed on the Property including, but not limited to routine painting and staining; repair, replacement and care of shingles, gutters, downspouts, fences, gates and exterior building surfaces (with the exception of windows/glass surfaces), and the cost of such maintenance, repair and replacement shall be part of the common assessment. The Association shall be responsible for the maintenance and repair of the Common Area and Limited Common Areas, including providing routine irrigation, landscaping, and snow removal services, and the cost of such maintenance, repair and replacement shall be part of the common assessments. In the event the Board determines that the need for any specific maintenance, repair or replacement is caused through the willful or negligent act of an Owner, or the family, guests, tenants or invitees, or pets of an Owner, the cost of such maintenance or repair shall be assessed to the Lot of that Owner. Notwithstanding anything herein contained to the contrary, each Lot Owner shall have the responsibility to keep in a clean, safe, and sanitary condition, at such Lot Owner's sole expense, their appurtenant Limited Common Area. Each Owner shall be responsible for the maintenance and repair of his or her Lot's foundation, windows/glass surfaces, structural bearing members, and all interior aspects of improvements located on the Owner's Lots. If an Owner fails to perform the required maintenance on his or her Lot or appurtenant Limited Common Areas as required under this Section (with the exception of interior aspects of improvements located on the Lot), the Board may, at its election, provide the maintenance to a Lot or appurtenant Limited Common Areas and assess a specific assessment against the Owner of such Lot for repayment of all costs associated therewith, including reasonable administrative fees.
3. **Common Utilities, Facilities and Services.** In the event that one or more Lots utilize a common utility service, common utility infrastructure or other types of facilities or services at the Property that are utilized in common, including but not limited to, sewer or water lines, electrical lines, or power boxes, such common utilities, facilities and services shall be maintained, repaired and replaced, as needed, by the Association, and all costs associated therewith shall be paid on a pro rata basis by the Owners of all Lots utilizing such common utilities, facilities and services. In the event that the need for maintenance, repair or replacement of a common utility, facility or service is caused through the willful or negligent act of an Owner, or the family, guests, tenants, invitees, or pets of an Owner, the cost of such maintenance or repair shall be assessed to the Lot of said relevant Owner. Notwithstanding anything herein contained to the contrary, each Lot Owner shall have the responsibility to maintain, repair, replace and keep in a clean, safe and sanitary condition, at such Lot Owner's expense, all portions of the Owner's Lot and utilities and facilities specifically serving the Owner's Lot.

Article VI

THE ASSOCIATION AND ITS MEMBERS; BOARD

1. **Function of Association.** To the extent not otherwise delegated to the Owners in the Governing Documents, the Association, through its Board, shall be responsible for the administration, management, maintenance, operation, and control of the Property and shall also be responsible for enforcement of the Governing Documents, which may also be enforced by the Owners and during any period in which the Declarant owns any portion of the Property and for a period of five years thereafter, the Declarant. The Association, through its Board, shall also be responsible for performing all duties and obligations of the Association as set forth in the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Wyoming. In furtherance of its functions, the Association is authorized to enter into and terminate, in the Board's discretion, contracts or agreements with service providers, to provide services to the Property for the Owners of the Association and their occupants, guests, and invitees. By way of example, some services which may be contracted for include legal, accounting, snow removal, trash and recycling removal, landscape maintenance, and similar services. The Association may exercise any right or privilege given to it expressly by the Governing Documents, and every other right or privilege reasonably to be implied therefrom or reasonably necessary to effectuate any such right or privilege, including establishing rules and regulations that are consistent with the Governing Documents.
2. **Membership.** Every Owner of a Lot shall be a Member of the Association. Membership in the Association is appurtenant to the ownership of a Lot and may not be severed from the ownership of a Lot. Membership in the Association is mandatory, and no Owner of a Lot may withdraw from membership as a Member in the Association. There shall be only one membership per Lot. If a Lot is owned by more than one person, all co-Owners shall share the privileges of such membership, subject to the restrictions on voting set forth in the Governing Documents, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner, member, manager, or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Board.
3. **Voting of Members and Board.** The Association shall have one class of membership. Members shall have one equal vote for each Lot in which they hold the interest required for membership. The vote for each Lot owned by a Member shall be exercised by the Owner of the Lot. In any situation where there is more than one Owner of such Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the Board in writing prior to the vote being taken. Absent such advice, the vote appurtenant to such Lot shall be suspended if more than one person seeks to exercise it. Voting rights as to each Lot shall vest upon the recordation of the SCTA Plat establishing the Lots. All votes, consents, or determinations to be made by the Board or by the Members

of the Association shall be approved by a majority of those qualified to vote. Any action requiring a vote by the Board or the Members shall fail unless it is approved by a majority of those entitled to vote, unless a different approval requirement is set forth in this Declaration, the Bylaws, or the Wyoming Nonprofit Corporation Act or its successor.

4. **Restricted Voting in the Event of a Default.** In the event that an Owner is in breach or default of the provisions of this Declaration, then the Board shall have the authority in its discretion to suspend such Owner's and Board member's voting rights until the Board determines the Owner's default is cured. Such Owner or Board member shall, during the period of such uncured breach or default, not be counted for the purposes of determining a quorum or for the purposes of whether a necessary amount of votes have been obtained. Notwithstanding the foregoing, an Owner's right to vote concerning any amendment of the Governing Documents shall not be suspended based upon the Owner's default under this Declaration.

Article VII **COVENANT FOR MAINTENANCE ASSESSMENTS**

1. **Personal Obligation of Assessments.** The Declarant, for each Lot owned, and each Owner of any Lot by acceptance of a deed therefore, is deemed to covenant and agree to pay the Association the following assessments:
 - (a) annual assessments;
 - (b) special assessments for amounts incurred or required to be expended by the Association for which annual assessments are insufficient;
 - (c) specific assessments to a specific Owner for any costs or damages caused by a specific Owner or such Owner's tenants, guests, invitees, or pets, or due to a breach or default of this Declaration by such persons; and
 - (d) all monetary fines assessed by the Board.
2. **Creation of Lien.** Until paid in full, the annual, special, and specific assessments and fines, together with interest, costs, and reasonable attorney's fees, shall constitute a present and continuing lien upon the Lots against which such assessments are made without the need to file a notice of lien in any public record. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner at the time when the assessment fell due.
3. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the Owners and occupants of the Property for the improvement, maintenance, repair and replacement of the Common Area and Limited Common Areas, common utilities, common services, and the exterior elements of the improvements on the Property and may also be used to obtain and maintain casualty and liability insurance on Common Areas and Limited Common Areas or in

relation to the Association's officers, directors, and employees.

4. **Annual Assessment.** The amount of the annual assessments shall be determined by the Board and shall be based upon advance estimates of cash requirements of the Association to provide for the payment of all costs and expenses arising out of or connected with the following: (a) the administration and management of the Property, (b) taxes and assessments on Common Area or Limited Common Areas from governmental or quasi-governmental entities or agencies, (c) premiums for all insurance which the Association is required or permitted to maintain hereunder, (d) legal, audit and accounting fees, (e) the routine maintenance, repair, and replacement of the Common Area, Limited Common Area, common utilities, fences and gates, and the exterior elements of improvements on the Lots, (f) amounts necessary to eliminate any deficit remaining from a previous period, (g) the creation of a reasonable reserve fund for periodic preventative maintenance, repair, and replacements and/or for future capital improvements or expenditures, and (h) any other operating, administrative and management costs, expenses and liabilities which may be incurred by the Association for the benefit of all the Owners or by reason of this Declaration. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment, as well as the estimated budget it was based on, shall be sent to every Owner. The due dates shall be established by the Board but in no event be due less than thirty (30) days after notice of the assessment is sent to the Owners. Failure of the Association to give written notice of the assessment shall not affect the liability of the Owner of any Lot for such assessment, but the date when payment shall be due in such case shall be deferred to a date thirty (30) days after such notice is sent to the Owners.
5. **Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots, divided equally among all Lots and may be collected on a bi-annual or monthly basis.
6. **Assessment Estoppel.** The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether assessments on a specified Lot have been paid. Such certificates shall be binding on the Association.
7. **Effect of Nonpayment of Assessments. Remedies of the Association.** Upon default in the payment of any one or more installments of an annual, special, or specific assessment, the entire balance of said assessment may be accelerated at the option of the Board and be declared due and payable in full, immediately. Any assessment or fine not paid within thirty (30) days after the due date (including the entire annual assessment if payment is accelerated as provided for herein) shall bear interest from the due date at the rate of ten percent (10%) per annum. In the event of a default in the payment of an assessment, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or

Limited Common Area or abandonment of his or her Lot.

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

Article VIII **AMENDMENT OF DECLARATION**

1. **By Declarant.** In addition to specific amendment rights granted elsewhere in this Declaration, until one year after Declarant has conveyed all Lots to third parties, Declarant may unilaterally amend or repeal this Declaration for any purpose. Further, Declarant may unilaterally amend this Declaration if such amendment is necessary to (i) bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage on a Lot; (iii) enable any institutional or Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on a Lot; or (iv) to satisfy the requirements of any local, state or federal governmental agency. No amendment adopted by the Declarant pursuant to this section may materially reduce an Owner's rights to enjoy a Lot or impose a materially adverse monetary or performance obligation or adversely affect any of the rights of Mortgagees.
2. **By Members.** Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the unanimous vote or written consent, or any combination thereof, of the Members.
3. **Validity and Effective Date.** No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant. If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. Any amendment of this Declaration shall become effective upon recording in the public records either an amendment executed by the Declarant, as permitted by Section VIII.I, or the required number of Owners or a certificate executed by an officer of the Association stating that the required number of Owners approved the amendment and stating the contents of the amendment. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

Article IX
MORTGAGEE, PROTECTIVE PROVISIONS; INSURANCE; CONDEMNATION

1. **Mortgagee**. The term "Mortgagee" shall mean the holder of a mortgage on any Lot and shall include a beneficiary under a deed of trust, as well as any insurer, re-insurer, or guarantor of the mortgage, such as but not limited to FHA, VA, FNMA, WCDA, or FHLMC.
2. **Relief from Lien**. A Mortgagee who comes into possession of a Lot pursuant to the remedies provided in the first mortgage, shall take the Lot free of any claims for unpaid assessments or charges against the Lot which occurred prior to the time such Mortgagee comes into possession of the Lot and the sale or transfer of a Lot pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for Association assessments and charges which became payable prior to such sale or transfer.
3. **Insurance Coverage**. The following provisions shall apply regarding insurance requirements:
 - (a) **Policy Coverage**. The Board shall secure and maintain in effect a policy of fire and extended coverage insurance in an amount equal to the full replacement value (i.e. 100% of the current "replacement cost" exclusive of items normally excluded from coverage) of the Common Area and Limited Common Area improvements situated in the Property. The Board shall also secure and maintain in effect a policy of liability coverage for personal injury, damages, or death in an amount customary in Teton County, Wyoming.
 - (b) **Owner-required Coverages**. Each Owner shall have the sole responsibility to maintain casualty insurance in relation to the Owner's Lot, and the exterior, interior and contents of such Lot. Each Owner shall maintain casualty insurance for the full replacement value of such Owner's Lot and shall, if required by the Board, maintain commercially reasonable liability coverage.
 - (c) **Mortgagee's Ability to Place Coverage**. All first Mortgagees may, jointly or singly, pay any overdue premiums on the aforesaid casualty insurance policies, or secure new insurance coverage on the lapse of a policy.
 - (d) **Priority Rights and Insurance Proceeds or Condemnation Awards**. All insurance policies shall provide that no Owner or any other party shall have priority over the rights of the first Mortgagees in the case of distribution of insurance proceeds or condemnation awards for loss to or the taking of the Common Area or Limited Common Area or the Association's improvements located thereon.

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

Article X GENERAL PROVISIONS

1. **Enforcement.** The Association, or any Owner, or, during any period in which the Declarant owns any portion of the Property and for a period of five years thereafter, the Declarant, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Governing Documents. Enforcement may include but shall not be limited to seeking relief by injunction or specific performance. In connection with any action for enforcement, the prevailing party shall be entitled to recover its costs and expenses (including reasonable attorney's fees) incurred in bringing such action.
2. **Indemnification.** The Declarant, the Board, and their officers, employees, and agents shall not be liable to any party for any action or inaction taken by them with respect to any provision of the Governing Documents, provided such individual acted in good faith. All such individuals shall be indemnified and held harmless by the Association from liability, damages, and expense, including reasonable attorney's fees, for any decision or action or inaction they may have taken while acting within the scope and course of their duties.
3. **Declarant as Beneficiary.** Notwithstanding anything to the contrary contained in this Declaration, the Declarant shall be deemed a third-party beneficiary of this Declaration and shall have the right and standing to enforce the terms of this Declaration as provided herein.
4. **No Waiver.** The failure of the Board or the Declarant or any Owner or their agents to insist, in one or more instances, upon the strict performance of any of the covenant, condition, or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Board or its agent of the payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Board.
5. **Owner's Obligations Continue.** The Owner of a Lot shall have no obligation for expenses or other obligations accruing after he/she sells his/her entire interest in such Lot with the

exception for interest that may accrue on an overdue assessment or fine which was the personal obligation of such Owner.

6. **Number and Gender.** Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
7. **Severability.** If any of the provisions of this Declaration or any clause, paragraph, sentence, phrase, or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstance shall not be affected thereby.
8. **Construction by Declarant.** Nothing in this Declaration, or any action taken by the Association, shall limit the right of Declarant to complete construction of improvements to the Property owned by Declarant or to alter the foregoing, or to construct such additional improvements as Declarant deems advisable prior to completion and sale of all Lots. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of its business of completing the work and disposing of the same by sale, lease, or otherwise. This Declaration shall not limit, nor shall any action of the Association limit, the right of Declarant at any time prior to the sale of all Lots by Declarant to establish on the Property additional easements, reservations, and rights of way to itself, to utility companies, or to others as may from time to time be necessary to the proper development and disposal of the Lots.
9. **Mechanics Liens.** No labor performed or services or materials furnished with the consent of or at the request of an Owner or his/her agent or her/his contractor or subcontractor shall be the basis for the filing of a lien against the Lot of any other Owner, or against any part thereof, or against any other property of any other Owner or the Association, unless such other Owner or Association, as applicable has expressly consented to or requested the performance of such labor or furnishing of such materials or services. Such express consent shall be deemed to have been given by the Owner of any Lot in the case of emergency repairs thereto. Labor performed or services of materials furnished for the Property or any portion thereof, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner of that portion of the Property.

[signatures and acknowledgment on following page]

Dated this ____ day of September 2021.

William P. Schwartz

Cheryl Ranck Schwartz

ACKNOWLEDGEMENT

STATE OF WYOMING)
)
) ss.
COUNTY OF TETON)

The foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS was acknowledged before me by William P. Schwartz and Cheryl Ranck Schwartz known to be the persons that executed the foregoing and acknowledged that they executed the foregoing this ____ day of September, 2021.

Witness my hand and official seal.

Notary Public

My Commission Expires:

SHARED PARKING COVENANTS
(Lots 1 & 2, Second Cache Creek Addition to Town of Jackson)

These Shared Parking Covenants (the “Covenants”) are effective on the date of recordation in the land records of Teton County, Wyoming by and between, on the one hand, Simpson Street, LLC, a Wyoming limited liability company (“SSLCC”), and on the other hand, William P. Schwartz & Cheryl Ranck Schwartz, husband and wife (“Schwartz”).

Recitals:

- A. SSLCC is the owner of property located at 10 E. Simpson Ave. in the Town of Jackson, Wyoming identified as Lot 1 of Block 7 of the Second Cache Creek Addition To The Town of Jackson, Wyoming according to that plat filed in the Office of the Teton County Clerk on October 14, 1913 as Plat No. 109, PIN #: 22-41-16-34-2-14-008 (“Lot 1”).
- B. SSLCC is dividing Lot 1 into four separate Townhome lots in order to construct four residential townhome units. Under the Town of Jackson Regulations, SSLCC’s townhome development plan will require nine (9) on-site parking spaces (the “Parking Requirement”). SSLCC is unable to supply all of the Parking Requirement on Lot 1.
- C. Schwartz is the owner of property located at 20 E. Simpson Ave. in the Town of Jackson, Wyoming identified as Lot 2 of Block 7 of the Second Cache Creek Addition To The Town of Jackson, Wyoming according to that plat filed in the Office of the Teton County Clerk on October 14, 1913 as Plat No. 109, PIN #: 22-41-16-34-2-14-007 (“Lot 2”).
- D. Lot 2 is improved with a remodeled residence that is being used as an office.
- E. SSLCC and Schwartz, as adjacent landowners, wish to enter into these Covenants in order to satisfy the Parking Requirement on Lot 1 and to establish a mutually beneficial parking protocol for the owners and users of Lot 1 and Lot 2.

Agreement:

Wherefore, in consideration of the above and the mutual promises set forth below, SSLCC and Schwartz declare, covenant, and agree as follows:

- 1. DECLARATION.** Lot 1 and Lot 2, and each subdivision thereof (the “Property”) shall be owned, sold, encumbered, conveyed, leased, used, occupied, and developed subject to the following covenants, conditions and restrictions (the "Covenants"). The Covenants shall run with the Property and each lot or subdivision thereof, and shall be binding upon all parties having or acquiring any legal or equitable interest in or title to the Property or any lot or subdivision thereof, and shall inure to the benefit of every owner of the Property or subdivision thereof.
- 2. SHARED PARKING SPACES.** The owners, lessees, employees, and business invitees to the improvements on the Property shall have the right to use the parking spaces numbered:

5,6,7,8,9 designated on Exhibit A attached hereto and made a part hereof (the "Shared Parking Spaces") in accordance with the terms of these Covenants. **These Covenants shall not extend to the use of the parking spaces numbered 1,2,3,4 on Exhibit A which shall be for the exclusive use and enjoyment of the owners of Lot 1 and any subdivision thereof. Nor shall these Covenants extend to the use of parking space number 10 on Exhibit A (or any other parking spaces created on Lot 2 in addition to those shown on Exhibit A), which shall be for the exclusive use and enjoyment of the owners of Lot 2.**

3. USE PRIORITIES.

- a. **Regular Working Hours.** The owners, lessees, employees, and business invitees to the improvements on Lot 2 shall have use priority to the Shared Parking Spaces during regular working hours, defined as Monday through Friday from 8 a.m. to 6 p.m., excluding national holidays ("Regular Working Hours"). During Regular Working Hours the owners, lessees, employees, and business invitees to the improvements on Lot 1 shall not use the Shared Parking Spaces unless express permission is obtained from the designated representative of Lot 2.
- b. **Non-Working Hours.** Outside of Regular Working Hours, the owners, lessees, employees, and business invitees to the improvements on Lot 1 shall have use priority to the Shared Parking Spaces. Outside of Regular Working Hours, the owners, lessees, employees, and business invitees to the improvements on Lot 2 shall not use the Shared Parking Spaces, unless (i) express permission is obtained from the designated representative of Lot 1, (ii) the use is necessary in connection with repairs or maintenance located on Lot 2, or (iii) the use is limited to thirty (30) minutes or less and is in connection with reasonably necessary after-hours business conducted on Lot 2.

4. **MAINTENANCE AND SNOW REMOVAL COSTS.** The owners of the Property shall share in the costs of snow removal and maintenance for the Shared Parking Spaces. Unless otherwise agreed, the owners of the Property shall share such costs equally. The owner of Lot 2 of the Property shall have primary authority to contract for snow removal and maintenance services for the Shared Parking Spaces. All owners of the Property and their Lessees and regular guests shall cooperate with the needs of snow removal personnel to move vehicles as needed to clear snow before Regular Business Hours. If the owner of Lot 2 fails to provide for snow removal and maintenance services in a timely manner, the owners of Lot 1 of the Property shall have the right to do so. If any lot owner fails to pay for such owner's share of snow removal and maintenance expenses within thirty (30) days after a bill for such expense are submitted, the other lot owners shall have a right to pay such amount, and shall be entitled to interest thereon at the rate of ten percent (10%) per annum until payment is received.
5. **RULES & REGULATIONS.** The owners of the Property shall have the right to establish reasonable Rules and Regulations intended to carry out the intent of these Covenants, including methods of enforcement in the event of non-compliance. Such penalties for non-compliance may include, without limitation, the suspension of parking privileges in the

Shared Parking Spaces and the towing of vehicles. The Rules and Regulations shall be complied with by all owners of the Property, their Lessees, and regular guests, and all owners of the Property shall have the responsibility of informing their lease hold tenants, regular guests, and business invitees of the Rules and Regulations and the potential penalties for non-compliance. Any leases of the Property or any portion thereof by any owner shall include a provision that the Lessee has received a copy of the Rules and Regulations and that failure to abide by them constitutes a material breach of the lease, and may also subject the Lessee to the remedies of non-compliance set forth in the Rules and Regulations. The Rules and Regulations may be amended or modified by the written agreement of the owners of Lot 2 and at least 75% of the owners of Lot 1.

- 6. INDEMNIFICATION.** Use of the Shared Parking Spaces may result, among other things, in the damage to vehicles, theft of personal belongings, or personal injuries arising from among other things ice, snow, or traffic in or near the Shared Parking Spaces. Use of the Shared Parking Spaces shall be undertaken at the sole risk of those using them. **The owners of the Property, or any subdivision thereof, indemnify and hold each other harmless from any claim, cause of action, damages, expenses, or attorneys' fees that arise from or out of the use of the Shared Parking Spaces.** Any owner of the Property or subdivision thereof who leases any portion of the Property shall include a provision in the lease whereby the Lessee indemnifies and holds the owners of the Property harmless from any claim, cause of action, damages, expenses, or attorneys' fees arising from or out of the use of the Shared Parking Spaces.
- 7. DESIGNATED REPRESENTATIVES.** For purposes of these Covenants the designated representatives for Lot 1 and Lot 2 shall be as follows:

Designated Representative of Lot 1:
Simpson Street, LLC
c/o William P. Schwartz, Managing Member
P.O. Box 4145
Jackson, Wyoming 83001
Tel. 307.690-5130
bill@ranckschwartz.com

Designated Representative of Lot 2:
Leah C. Schwartz
P.O. Box 3890
Jackson, Wyoming 83001
Tel. 307.690-5520
leah@ranckschwartz.com

SSLCC and the Schwartz shall have the right to substitute the designated representatives for

Lot 1 and Lot 2, respectively, by providing written notice to all owners of the Property and any subdivision thereof.

- 8. ENFORCEMENT.** The terms and provisions of the Covenants shall be specifically enforceable in the courts of Teton County, Wyoming.
- 9. AMENDMENT.** These Covenants can only be amended with the written and recorded consent of the owners of Lot 2 and at least 75% of the owners of Lot 1.
- 10. CONSTRUCTION.** These Covenants shall be construed and enforced according to the laws of the State of Wyoming.
- 11. BINDING EFFECT.** These Covenants shall be binding upon SSLLC and Schwartz, as well as their respective heirs and successors-in-title. It is the intent of SSLLC and Schwartz that the Covenants run with the land.

WHEREFORE, SSLLC and SCHWARTZ evidence their agreement to the foregoing by their signatures below:

SIMPSON STREET, LLC,
a Wyoming limited liability company

William P. Schwartz
Managing Member

SCHWARTZ

William P. Schwartz

Cheryl Ranck Schwartz

[ACKNOWLEDGEMENT ON NEXT PAGE]

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was duly acknowledged before me by William P. Schwartz and to me known to be the person who executed the foregoing as Managing Member of Simpson Street, LLC, a Wyoming limited liability company and acknowledged that he executed the forgoing as such Managing Member in the name of and on behalf of said company this _____ day of _____, 2020.

Witness my hand and official seal.

By: _____
Notary Public State of Wyoming

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was duly acknowledged before me by William P. Schwartz and Cheryl Ranck Schwartz this _____ day of _____, 2020.

Witness my hand and official seal.

By: _____
Notary Public State of Wyoming

Jackson Hole News&Guide
PROOF OF PUBLICATION

COUNTY OF TETON
THE STATE OF WYOMING

Kevin Olson

Being duly sworn, deposes and says that he is the Publisher of the JACKSON HOLE NEWS&GUIDE, weekly newspaper published in Jackson in said county and state, and that the annexed Notice was published in 2 consecutive issues of said newspaper and not in a supplement, the first publication thereof being on August 18, 2021

31 Subscribed in my presence and sworn to before me this
day of Aug, 2021.


Karen Bremer
NOTARY PUBLIC
TETON COUNTY, WYOMING
NOTARY PUBLIC
EXPIRES
April 16, 2025

Fee for publication \$ 90.46 Charge to the following:

Account No: 18490 Name: Onsite Land Surveyors

Address: PO Box 12290 Jackson WY 83002

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, T14N, 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

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.3 - SCHOOL EXACTIONS
DATE: May 18, 2020

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: 10 E Simpson

2. LOCATION: 10 E Simpson, Jackson, Wyoming 83001

3. PROJECT NUMBER: _____

4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	# OF UNITS	LAND DEDICATION
.020 ACRES PER UNIT SINGLE & TWO-FAMILY	4	_____	<u>0.088888</u>
.015 ACRES PER UNIT MULTI-FAMILY	_____	_____	_____

5. CALCULATE CASH IN-LIEU:

<u>0.08</u>	LAND DEDICATION STANDARD	X	\$100,000 (VALUE OF LAND)	<u>\$ 8,000</u>	CASH- IN-LIEU
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6. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR
SECTION 7.5.3 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION
STANDARDS

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACCTIONS
DATE: May 18, 2020

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: 10 E Simpson
2. LOCATION: 10 E Simpson, Jackson, Wyoming 83001
3. PROJECT NUMBER: _____
4. CALCULATE PROPOSED PROJECT POPULATION:

<u>UNIT TYPE</u>	<u># OF UNITS</u>	<u>X</u>	<u>PERSONS HOUSED PER UNIT</u>	<u>PROJECTED POPULATION</u>
STUDIO	_____		1.25	_____
1 BEDROOM	<u>1</u>		1.75	<u>1.75</u>
2 BEDROOM	<u>2</u>		2.25	<u>4.5</u>
3 BEDROOM	<u>1</u>		3.00	<u>3</u>
4 BEDROOM	_____		3.75	_____
5 BEDROOM	_____		4.50	_____
EACH ADDITIONAL BEDROOM	_____		0.50	_____
DORMITORY	_____		1 per 150 sf of net habitable area	_____
TOTAL	_____			<u>9.25</u>

5. CALCULATE REQUIRED PARK ACREAGE:

$$\frac{9.25}{\text{TOTAL PROJECTED POPULATION}} \times \frac{9 \text{ ACRES}}{1000 \text{ RESIDENTS}} = \frac{0.08325}{\text{REQUIRED ACRES}}$$

6. CALCULATE CASH-IN-LIEU:

$$\frac{0.08325}{\text{REQUIRED ACRES}} \times \frac{\$100,000}{(\text{VALUE OF LAND})} = \frac{\$8,325}{\text{CASH-IN-LIEU}}$$

7. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.2 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS