



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: February 8,2022</p> <p>Item #: P22-048</p> <p>Planner: Paul Anthony</p> <p>Phone: 733-0440 ext. 1303</p> <p>Email: panthony@jacksonwy.gov</p> <p>Owner / Applicant: William P & Cheryl R. Schwartz PO Box 4145 Jackson, WY 83001</p>	<p>REQUESTS:</p> <p>The applicant is re-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</p> <p>For questions, please call Paul Anthony at 733-0440, x1303 or email to the address shown below. Thank you.</p>
<p>Please respond by: February 22, 2022 (Sufficiency) March 1, 2022 (with Comments)</p>	

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 #s _____

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/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 #: 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

Issued To:

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

Report No.: W-22159
Effective Date: January 7, 2022
Current Date: January 24, 2022
Cost: \$100.00

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

NAME SEARCH:

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

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

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 2022 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 2021.

Tax ID No. OJ-001283.

1st Installment:	\$1,879.68	PAID
2nd Installment:	\$1,879.68	PAID

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

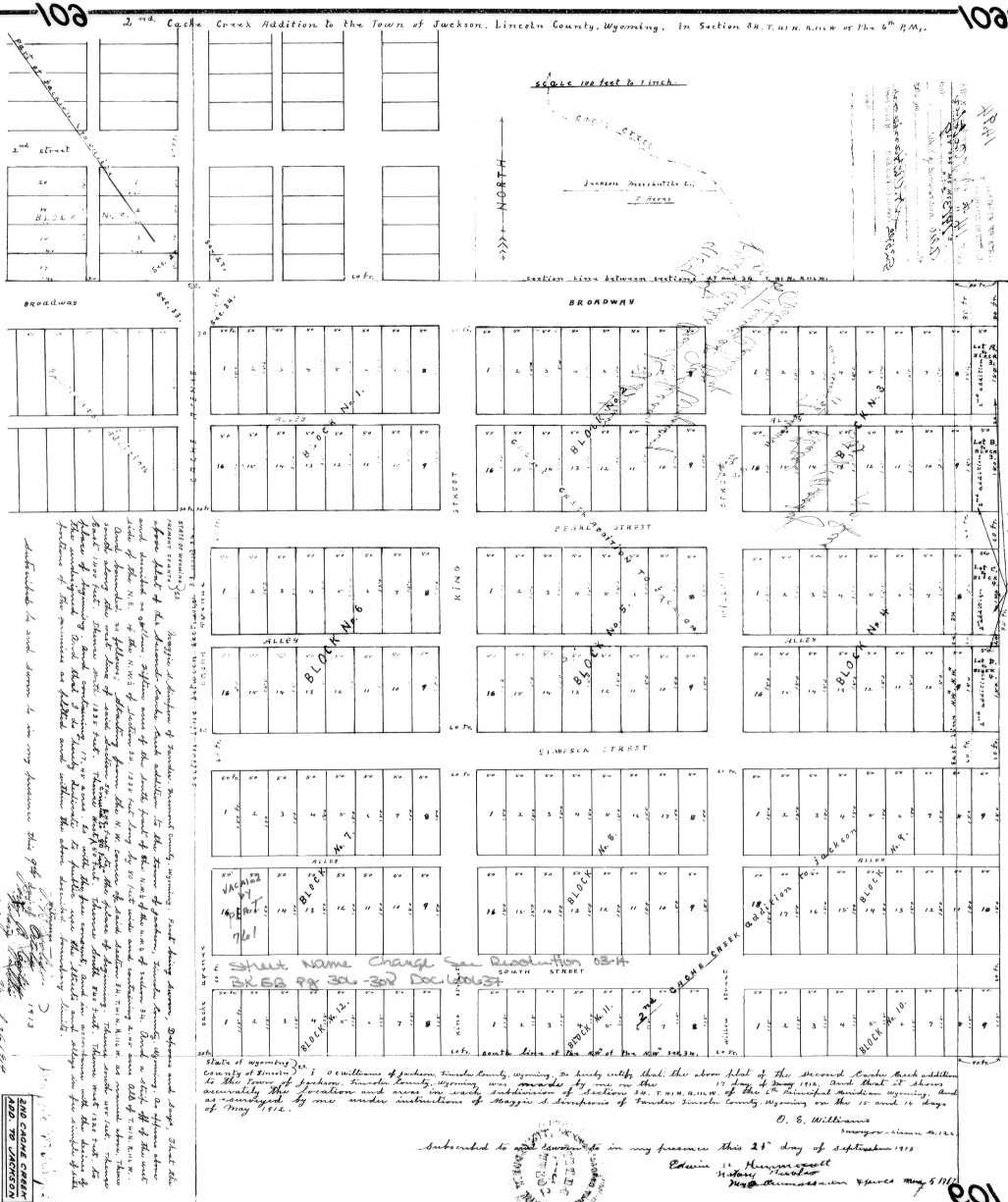
2nd Installment: \$2,677.89 PAID

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



* Street name change
see affidavit
bk 362 pp 1054-1055
dec 24/15/191

PHOTOGRAPHIC REPRODUCTION
OF ORIGINAL PLAT NO. 109
Filed For Record On
14 October 1913

SECOND CACHE CREEK ADDITION

TO THE TOWN OF JACKSON
BEING PART OF THE
NW1/4 NW1/4 & NE1/4 NW1/4 SECTION 34
T41N R11W
TETON COUNTY, WYOMING
Scale 1" = 100'

From: legals@jhnewsandguide.com
To: [Jennifer Ziegler](#)
Date: Tuesday, January 25, 2022 12:21:53 PM

Hi Jennifer,
I have received your email and will run the legal as requested.

Thank you,
Rudy

-----Original Message-----

From: "Jennifer Ziegler" <jen@onsightsurvey.com>
Sent: Tuesday, January 25, 2022 11:19am
To: "'legals@jhnewsandguide.com'" <legals@jhnewsandguide.com>
Subject: Notice of Intent to Subdivide - for 2/2 & 2/9 papers

Dear Rudy,
Please publish the below Legal Notice in the 2/2 and 2/9 papers.
It would be great if you could send me a quick email to confirm that you received this and it will run as requested.

Many thanks!

Jennifer Ziegler

On Sight Land Surveyors, Inc.

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 Condominium Subdivision of part 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 two (2) condominium units. 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.

Please publish February 2 and February 9, 2022

Emailed to Jackson Hole News and Guide on January 25, 2022

Bill to:

On Sight Land Surveyors, Inc.

P.O. Box 12290

Jackson, WY 83002

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 and are granted by William P. Schwartz & Cheryl Ranck Schwartz, husband and wife ("Schwartz") as the owner of the properties subject to these covenants.

Recitals:

- A. Schwartz is the current 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. Schwartz is dividing Lot 1 into separate lots in order to construct residential units (the "Development Plan"). Under the Town of Jackson Regulations, the Development Plan will require nine (9) on-site parking spaces (the "Parking Requirement"). Schwartz is unable to supply all of the Parking Requirement on Lot 1.
- C. Schwartz is also the current 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 currently used as an office.
- E. Schwartz, as the owner of Lots 1 and 2, wishes to enter into these Covenants in order to satisfy the Parking Requirement for the Development Plan 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, Schwartz declares, covenants, and agrees 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 the shared use of five (5) parking spaces located on Lot 2 (the "Shared Parking Spaces") as well as an easement for

accessing such Shared Parking Spaces. The Shared Parking Spaces shall initially be those numbered: 5, 6, 7, 8, & 9 as designated on Exhibit A attached hereto and made a part hereof 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. Nor shall these Covenants extend to the use of any other parking spaces on Lot 1 and/or Lot 2 not shown on Exhibit A, which shall be for the exclusive use and enjoyment of the owner of Lot 2. The owner of Lot 2 shall have the exclusive right to reorient or relocate any of the Shared Parking Spaces so long as five (5) parking spaces remain available on Lot 1 and/or Lot 2 for shared use as set forth herein.

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, or (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 these Covenants and any associated Rules and Regulations and that failure to abide by them constitutes a material breach of the lease, and may also subject the Lessee to any remedies for non-compliance set forth in the Rules and Regulations. .

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 hereby 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:

Leah C. Schwartz
P.O. Box 1883
Jackson, Wyoming 83001
Tel. 307.690-5130
leah@ranckschwartz.com

Designated Representative of Lot 2:

William P. Schwartz
P.O. Box 4145
Jackson, Wyoming 83001
Tel. 307.690-5520
bill@ranckschwartz.com

Schwartz, or the successors in ownership to Lot 1 and Lot 2, shall have the right to substitute the designated representatives for Lot 1 and Lot 2, respectively, by providing written notice to the owners of Lot 2 and Units 1-4.

- WHEREFORE, the parties evidence their agreement to the foregoing by their signatures below:

William P. Schwartz

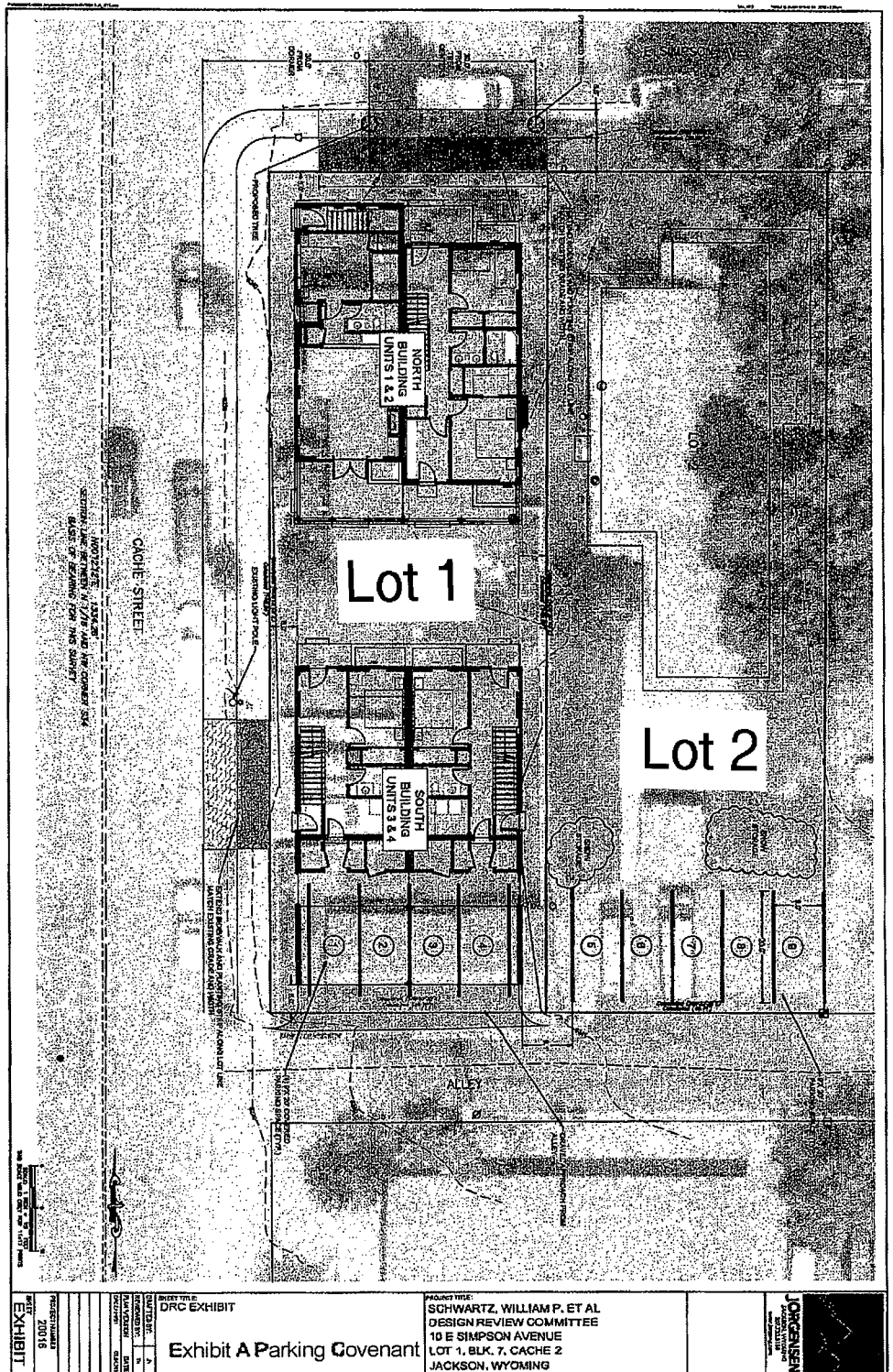
Cheryl Ranck Schwartz

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 _____, 2022.

Witness my hand and official seal.

By: _____
Notary Public State of Wyoming



PROJECT NUMBER
2018
EXHIBIT

PROJECT TITLE
DRC EXHIBIT
Exhibit A Parking Covenant

PROJECT TITLE
SCHWARTZ, WILLIAM P. ET AL
DESIGN REVIEW COMMITTEE
10 E SIMPSON AVENUE
LOT 1, BLK. 7, CACHE 2
JACKSON, WYOMING

JORGENSEN
ARCHITECTS
P.C.
1000 W. 10TH STREET
JACKSON, WYOMING 83202
PHONE: 733-1111
FAX: 733-1112
WWW.JORGENSENARCHITECTS.COM

UNDERGROUND UTILITY MAINTENANCE COVENANT
(Lots 1 & 2, Second Cache Creek Addition to Town of Jackson)

This Underground Utility Maintenance Covenant is effective on the date of recordation in the land records of Teton County and is granted by William P. Schwartz & Cheryl Ranck Schwartz, husband and wife ("Schwartz") as the owner of the properties subject to these covenants.

Recitals:

- A. Schwartz 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"). Schwartz is in the process of dividing Lot 1 to construct residential units.
- B. Schwartz is also the current owner of adjacent 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"). Lot 2 is improved with a remodeled residence that is currently used as an office.
- C. Schwartz, as the owner of Lots 1 and 2, wishes to enter into these Covenants in order to allow them and the future owners of Lots 1 & 2 the ability to maintain and/or repair underground utilities located near the common property line of Lots 1 & 2 existing at the time of recordation of this instrument.

Agreement:

Wherefore, in consideration of the above and the mutual promises set forth below, Schwartz declares, covenants, and agrees 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 and benefit 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. EASEMENT TO MAINTAIN & REPAIR EXISTING UNDERGROUND UTILITIES.** The owners of Lot 1 and Lot 2 shall have an easement and right to enter upon the "utility maintenance area" defined below for the sole purpose of repairing and maintaining underground utilities existing at the time of recordation of these Covenants. This easement shall not extend to the construction of utilities that have not been installed as of the time of the recording of this Covenant.

3. **UTILITY MAINTENANCE AREA.** As used herein, “utility maintenance area” means that ten-foot-wide strip of land with a centerline coincident with the common boundary between Lot 1 and Lot 2, with the western five feet of the strip located on Lot 1 and the eastern five feet of the strip located on Lot 2.
4. **CONSTRUCTION.** This Covenant shall be construed and enforced according to the laws of the State of Wyoming.
5. **BINDING EFFECT.** This Covenants shall be binding upon Schwartz, as well as their respective heirs and successors-in-title. It is the intent of Schwartz that the Covenant runs with the land.

WHEREFORE, the parties evidence their agreement to the foregoing by their signatures below:

WILLIAM P. SCHWARTZ

William P. Schwartz

CHERYL RANCK SCHWARTZ

Cheryl Ranck Schwartz

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 , 2022.

Witness my hand and official seal.

By: _____
Notary Public State of Wyoming

CERTIFICATE OF SURVEYOR

State of Wyoming)
County of Teton)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 an aluminum 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" set this survey;

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" set this survey;

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" set this survey;

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 _____, 2022.
WITNESS my hand and official seal.

My commision expires:

Notary Public

CERTIFICATE OF ENGINEER

State of Wyoming)
County of Teton)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 _____, 2022.
WITNESS my hand and official seal.

My commision expires:

Notary Public

CERTIFICATE OF OWNER

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

The undersigned owners hereby certify 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 owners and proprietors 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; said Declaration shall be binding on all subsequent owners within the subdivision;

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 Shared Parking Covenant described in Document #_____ on file said Office;

that this subdivision is subject to and has the benefit of that Underground Utility Maintenance Covenant described in Document #_____ 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 the Common Area, Lot 5, 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 followed by 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 of 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 for so long as the undersigned Owners continue to own Lot 1, Lot 3, Lot 4, and Lot 5 they shall retain the exclusive right to assign the exclusive use of LCE-ST-1, LCE-P-1, LCE-1 and the non-exclusive use of the three-dimensional access easement through a supplemental declaration recorded in the land records of Teton County, Wyoming;

that non-exclusive easements across the Common Area, Lot 5, including all of the Limited Common Elements 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 Lot 1, Lot 2, Lot 3, and Lot 4 are subject to a utility easement for the maintenance and repair of existing utilities serving the subdivision;

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, and all Limited Common Elements is hereby granted to emergency vehicles, including ambulances, fire-fighting vehicles, and police vehicles;

that the undersigned owners reserve unto themselves, their heirs, successors, and assigns the right of ingress and egress across the Common Area Lot 5, and all Limited Common Elements 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 owners do 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 Regulations of the Town of Jackson, Wyoming, as amended, 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 _____, 2022.

Attest: TOWN OF JACKSON

Riley Taylor
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 _____, 2022.

WITNESS my hand and official seal.

Notary Public
My Commission Expires:

The foregoing instrument was acknowledged before me by Riley Taylor, Town Clerk, this _____ day of _____, 2022.

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 _____, 2022.

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 _____, 2022.

WITNESS my hand and official seal.

Notary Public
My Commission Expires:

CERTIFICATE OF MORTGAGEE

Consent of Mortgagee, Rocky Mountain Bank, by separate affidavit recorded concurrently with this plat.

GENERAL NOTES:

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY SYSTEM.

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON SEWER COLLECTION AND TREATMENT SYSTEM.

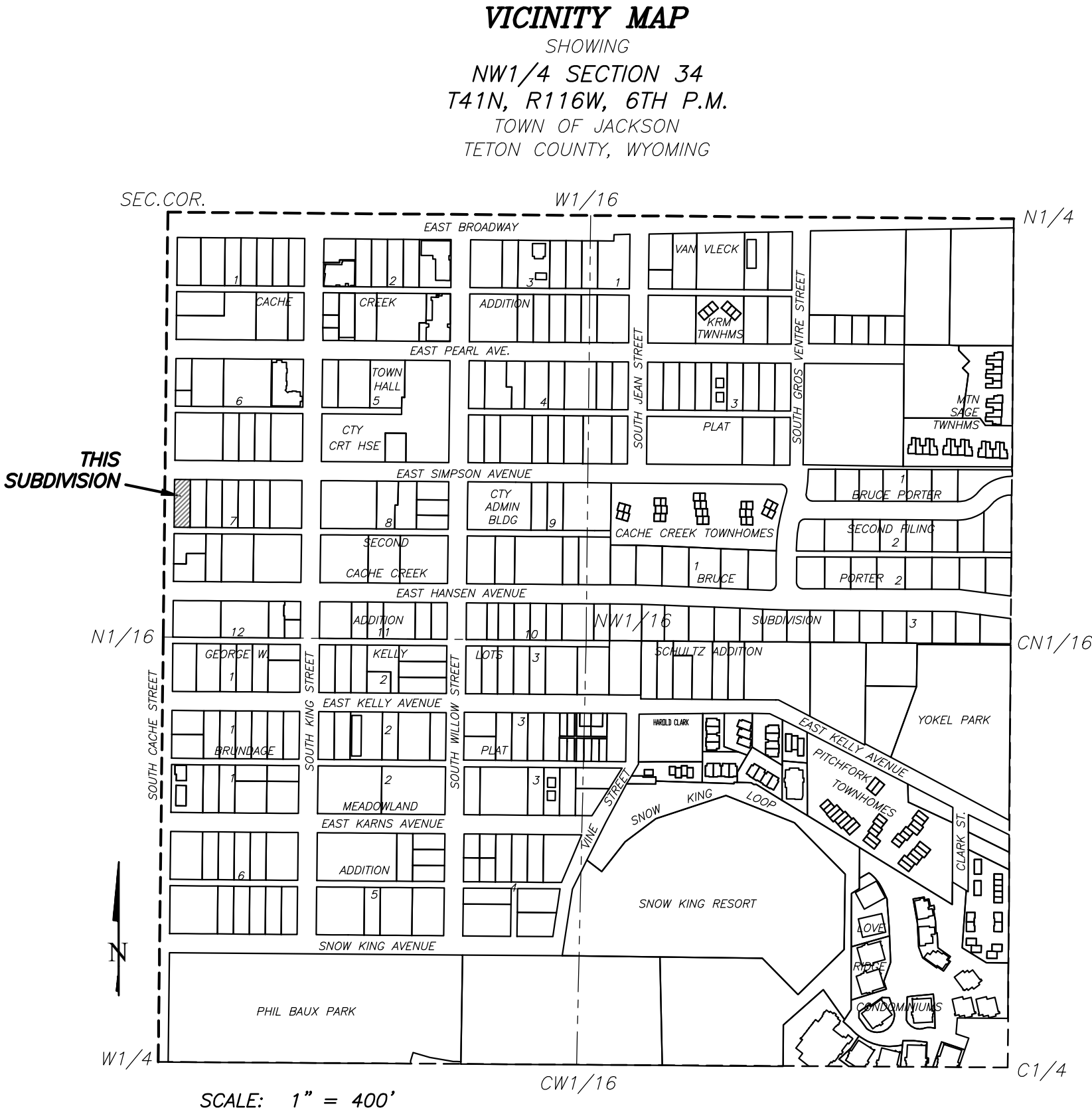
ALL WATER, SEWER, AND STORM DRAINAGE SYSTEMS LOCATED WITHIN THIS SUBDIVISION SHALL BE PRIVATELY OWNED AND MAINTAINED.

NO PUBLIC MAINTENANCE OF WATER DISTRIBUTION SYSTEM, SEWAGE COLLECTION SYSTEM, AND STORM DRAINAGE COLLECTION SYSTEM.

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.

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

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



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

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: FEBRUARY 4, 2022

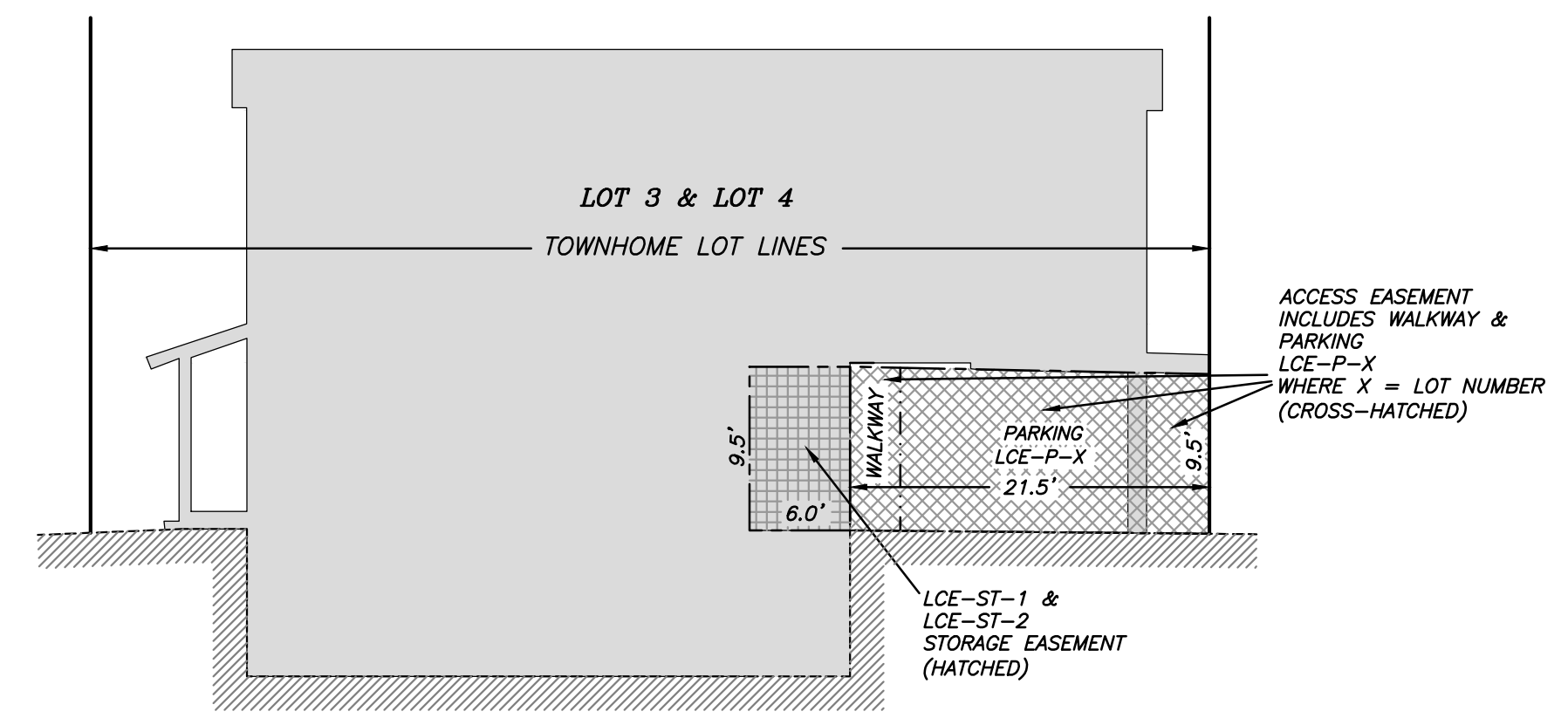
FINAL PLAT
SIMPSON CORNER TOWNHOMES
ADDITION TO THE TOWN OF JACKSON

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



155 West Gill Ave.
P.O. Box 12290
Jackson, WY 83002
(307) 734-6131



On Sight
LAND SURVEYORS, INC.
155 West Gill Ave.
P.O. Box 12290
Jackson, WY 83002
(307) 734-6131

AFFIDAVIT OF ACKNOWLEDGMENT AND ACCEPTANCE

COME NOW, the undersigned, William P. Schwartz and Cheryl Ranck Schwartz, husband and wife, who, being duly sworn, on oath according to law, do hereby make the following statement of facts and affirm:

- 1. THAT the undersigned are the owners of Lot 1 Block 7 of the Second Cache Creek Addition to the Town of Jackson, a subdivision of record as Plat No. 109 in the Office of the Clerk of Teton County, Wyoming, and as described in that Corrective Special Warranty Deed recorded as Document No. 0990954, records of Teton County, Wyoming;
- 2. THAT said Lot 1 is being reconfigured as shown on that plat titled “Simpson Corner Townhomes Addition to the Town of Jackson” to be filed in the Office of the Clerk of Teton County, Wyoming;
- 3. THAT the undersigned owners have reviewed said plat;
- 4. THAT the configuration of boundaries and the dedications and easements shown thereon are with the free consent and in accordance with the desires of the undersigned;
- 5. THAT this affidavit is signed in the stead of, and with the same effect, as if the original map was itself manually signed.

William P. Schwartz, husband Cheryl Ranck Schwartz, wife

State of)
County of))ss

The foregoing instrument was sworn and subscribed before me by William P. Schwartz, husband, on this day of , 2022.

Witness my hand and official seal.

Notary Public My commission expires:

State of)
County of))ss

The foregoing instrument was sworn and subscribed before me by Cheryl Ranck Schwartz, wife, on this day of , 2022.

Witness my hand and official seal.

Notary Public My commission expires:

**AFFIDAVIT OF
ACKNOWLEDGMENT AND ACCEPTANCE OF
FINAL PLAT**

KNOW ALL MEAN BY THESE PRESENTS:

Mark Hendrickson, President, Rocky Mountain Bank, being first duly sworn, does hereby depose and say:

- 1. **THAT** Rocky Mountain Bank is the mortgagee under that mortgage of record appearing as Document No. 0999511 in the Office of the Clerk of Teton County, Wyoming, which affects title to real property of record, being Lot 1 of Block 7 of the Second Cache Creek Addition to the Town of Jackson, Teton County, Wyoming, of record in said Office as Plat No. 109;
- 2. **THAT** I have examined a copy of the Final Plat of the proposed subdivision titled “**Simpson Corner Townhomes Addition to the Town of Jackson**” dated February 2, 2022;
- 3. **THAT** I hereby consent to the subdivision as described in the Certificate of Surveyor and the Certificate of Owner found on said plat;
- 4. **THAT** I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Mortgagee as contained on said Plat.

(Signature)

(Printed name)

Mark Hendrickson, President
Rocky Mountain Bank

State of Wyoming)
))ss
County of Teton)

The foregoing instrument was sworn and subscribed before me by Mark Hendrickson, acting as President, Rocky Mountain Bank on this _____ day of _____, 2022.

Witness my hand and official seal.

Notary Public

My commission expires:

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 _____, 2022, 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 (5) 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. Property. That certain real property described as Lot 1 of Block 7 of the Second Cache Creek Addition to the Town of Jackson according to that plat recorded on October 14, 1913, as Plat No. 109.

2. 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.
3. Board of Directors or Board. The Board of Directors of the Simpson Corner Townhomes Owners Association. The Board shall have four (4) 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.
4. Bylaws. The Bylaws of the Association, as amended and modified from time to time.
5. Common Area(s). Common Area (singular) means all real property owned by the Association and shown on the SCTA Plat as Lot 5. Common Areas (plural) means all real property owned by the Association and shown on the SCTA Plat as Lot 5 and all real property owned by the Association and shown on the SCTA Plat, or any other plat recorded against any portion of the Property, as limited common area, or "LCE" further defined in Article II Section 7 hereinbelow.
6. Governing Documents. A collective term, meaning this Declaration, the SCTA Plat, Articles of Organization, and Bylaws of the Association, as they, or any of them, may be restated, amended or supplemented from time to time.
7. Limited Common Area. All real property (including the improvements thereto) owned by the Association and dedicated for the exclusive use of one specific Owner, Lot, or Unit 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 or Unit, (ii) four separate Limited Common Area lawn areas, and patios identified as LCE 1 through 4 that are each appurtenant to a separate Lot or Unit, (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.
8. 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.)
9. Member. A member of the Association.
10. Owner. The record owner, whether one or more persons or entities, of a fee simple title to any Lot or Unit which is a part of or situated upon the Property, but excluding those having such interest merely as security for the performance of an obligation.
11. SCTA Plat. That officially approved 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 contemporaneously with this Declaration.

12. Shared Parking Covenant. That covenant between Declarant and the owner of the Lot adjacent to the Property (known as 20 E. Simpson or Lot 2) providing for shared parking recorded in the land records of Teton County on _____ in _____..
13. Unit. Any separately owned single-family residence located on the Property, including a townhome or a condominium. "Units" means more than one separately owned single-family residence on the Property. "Unit" or "Units" does not include any "associated residential unit" ("ARU") physically attached to another Unit as generally defined by the Teton County Land Development Regulations.

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 (5) years thereafter, the Declarant, and 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 or stormwater 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;
 - iv. Maintenance of the Limited Common Areas and the exteriors of the Lots in accordance with this Declaration; and
 - v. Access for pedestrian access and egress across Limited Common Area side lawns and parking spaces to make reasonable use of the parking spaces appurtenant to a Unit.

- (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 or Unit and appurtenant Limited Common Areas to family members, guests, invitees or contract purchasers. Except as may be otherwise provided in this Declaration or as expressly permitted by the Board, an Owner of an ARU (associated rental unit) or restricted workforce housing unit shall not permit a tenant of such unit to use any Common Areas except as may be necessary for ingress or egress to such unit, and all leases of such unit shall expressly reference this restriction.
- 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 or Unit shall be carried on the tax records as a separate and distinct parcel. In furtherance of the foregoing, each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Lot or Unit and the appurtenant Limited Common Areas. Each Owner shall pay the taxes or assessments specifically assessed against his or her Lot or Unit, or interest therein, as well as his or her interest in the Common Areas, which shall be allocated on an equal basis per Lot or Unit. The lien for taxes assessed to any Lot or Unit shall be confined to that Lot or Unit. 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 or Unit.

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. However, within this framework, the Association should have the ability, as needed, to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends and technology that may affect the Property, Owners, and residents. Toward that end, this Article establishes procedures for adopting, modifying and expanding Rules and Regulations.
- 2. Rules & Regulations.
 - (a) The Board, in its discretion, may prepare and adopt Rules and Regulations that apply to the Property, Lot, and Unit Owners (and their family members, occupants, tenants,

guests and invitees). 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 Rules and Regulations from time to time. The Board shall send notice by mail to all Owners concerning any such proposed action at 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 4.2(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. Notwithstanding anything to the contrary herein, the Board shall not adopt any Rules and/or Regulations that adversely affect the Declarant, without Declarant's prior written consent.

(b) The Members, at an Association meeting duly called for such purpose, may adopt rules or regulations which modify, cancel, limit, create exceptions to, or expand the Rules and Regulations by a vote of more than fifty percent (50%) of the total votes entitled to vote on the matter pursuant to this Declaration and the Bylaws of the Association. Notwithstanding anything to the contrary herein, the Members shall not adopt any rules or regulations that adversely affect the Declarant, without Declarant's prior written consent.

(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 Rules and Regulations to each Owner specifying the effective date. The Association shall provide, at no additional charge, a copy of the Rules and Regulations then in effect to any requesting Member or Mortgagee.

3. Owners' Acknowledgement and Notice to Purchasers. All Owners are hereby given notice that use of their Lot or Unit and the Limited Common Areas are limited by the Governing Documents and the Rules and Regulations as they may be adopted, amended, expanded, and otherwise modified hereunder. Each Owner, by acceptance of a deed for their Lot or Unit, acknowledges and agrees that the use, enjoyment, and marketability of his or her Lot or Unit can be affected by the Governing Documents and the Rules and Regulations and that the Governing Documents and the Rules and Regulations may be amended in accordance with their terms.
4. Limitation to Residential Use. Lots, Units, and Limited Common Areas shall be used for residential purposes only. No commercial use shall be made of any Lot or Unit 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 I.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 or Units. 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.

5. Restriction on Rentals. Any lease or rental of a Unit to an occupant who is not an immediate family member of the Owner of the Unit shall not be for a period of less than thirty (30) consecutive days (for any Unit owned as tenants in common or by a limited liability company or any other form of corporate entity, "immediate family member" shall mean the immediate relatives of up to two (2) such tenants in common, current corporate owners or members of such an entity). In the interest of assuring consistent and high-quality maintenance and operation of the Units, any companies providing property management or permitted leasing services to the Units, and any 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 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. The enforcement of the rental use restrictions included herein may be made directly by the Association through its Board, and may include the immediate termination and suspension of any occupancy of a Unit by unauthorized occupants. The Association may alternatively require, at its sole discretion, that the Owner of the subject Unit being so leased shall, at its own expense and action, immediately terminate and suspend any such unauthorized occupancy. The Association may assess a penalty of \$1000.00 per violation of rental use restrictions. On the third violation, in addition to the foregoing penalties, the Association shall have the right, in its sole discretion, to terminate the right of a Unit Owner to further lease or rental of its Unit. 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 Section.
6. Restrictions Regarding Exteriors. No changes, modifications or improvements may be made to the exterior of any Unit without the approval of the Board. Absent Board approval, the following items are prohibited from being attached, stored or erected in any manner within the Common Area or Limited Common Areas without the prior approval of the Board: plastic flower/plant containers, umbrellas, sunshades, bicycles or any other recreational gear (including kayaks, ski equipment, playground equipment and similar items), trash containers, decorative flags, prayer flags, signs, lights, banners, placards, pictures, screens, outside clothing lines or other outside clothes drying or airing facilities, children's toys or equipment, or any similar items. Notwithstanding the foregoing, bicycles, recreational gear, equipment and toys may be stored within garages, designated common bike racks or common storage sheds, or within enclosed bins or closets. 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 the Governing Documents.
7. Domestic Animals. No pets shall be kept or maintained on the Property except as provided herein. Each Lot or Unit 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 so they do not cause a nuisance to others and do not harass or endanger wildlife. All Owners or occupants with household pets shall clean up all waste or excrement from their pets within the Property and shall 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 or Unit on which the nuisance pet is boarded and to enter upon an Owner's Lot or Unit for such purpose, all without liability on the part of the Board. Any costs associated with responding to complaints of a nuisance pet may be levied against an Owner or occupant as a specific assessment, and the Board shall have the right to assess a penalty of up to \$50 per day against any Owner of a Lot or Unit where a nuisance pet is kept until the nuisance is abated in the discretion and sole determination of the Board.

8. Wildlife. The feeding of wildlife is prohibited. Notwithstanding the foregoing, Owners or occupants may maintain bird feeders within their respective Lots or Units and Limited Common Areas.
9. 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 generally consistent with other vegetation in the Common Area and shall be installed and maintained at such Owner's cost.
10. 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.
11. 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 or Units.

12. 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.
13. No Outdoor Storage. No equipment or personal property shall be stored on the Common Area except as may permitted by such written rules and regulations established by the Board and as specified under Article IV Section 6.
14. Fences. No Owner may erect a fence on any portion of the Common Area or Limited Common Areas without the prior approval of the Board. If approved by the Board, fencing must also comply with any applicable rules and regulations of the Association and the Land Development Regulations of the Town of Jackson.
15. 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.
16. Leases. All leases affecting any portion of the Property shall require the Lessee to comply with all terms of this Declaration, the Shared Parking Covenant, and any written rules and regulations related thereto, and such other written rules and regulations that may be promulgated by the Board from time to time.
17. Use of Common Area. Use of the Common Area shall be limited to (i) the Declarant and their heirs and household guests, and (ii) Owners of a Lot and their invited household guests. Such use 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. are 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

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

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 or Unit of that Owner. Notwithstanding anything herein contained to the contrary, each Lot and Unit Owner shall have the responsibility to keep in a clean, safe, and sanitary condition, at such Owner's sole expense, their appurtenant Limited Common Area. Each Owner shall be responsible for the maintenance and repair of his or her Lot or Unit's foundation, windows/glass surfaces, structural bearing members, and all interior aspects of improvements located on the Owner's Lot or Unit. If an Owner fails to perform the required maintenance on his or her Lot or Unit or appurtenant Limited Common Areas as required under this Section (with the exception of interior aspects of improvements located on the Lot or Unit), the Board may, at its election, provide the maintenance to a Lot, Unit, or appurtenant Limited Common Areas and assess a specific assessment against the Owner of such Lot or Unit 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 and/o Units utilize a common utility service, common utility infrastructure or other types of facilities or services at the Property that are utilized in common, including but not limited to, sewer or water lines, 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 and Units utilizing such common utilities, facilities and services. In the event that the need for maintenance, repair or replacement of a common utility, facility or service is caused through the willful or negligent act of an Owner, or the family, guests, tenants, invitees, or pets of an Owner, the cost of such maintenance or repair shall be assessed to the Lot or Unit of said relevant Owner. Notwithstanding anything herein contained to the contrary, each Lot and Unit Owner shall have the responsibility to maintain, repair, replace and keep in a clean, safe and sanitary condition, at such Owner's expense, all portions of the

Owner's Lot or Unit and utilities and facilities specifically serving the Owner's Lot or Unit.

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 or Unit shall be a Member of the Association. Membership in the Association is appurtenant to the ownership of a Lot or Unit and may not be severed from the ownership of a Lot or Unit. Membership in the Association is mandatory, and no Owner of a Lot or Unit may withdraw from membership as a Member in the Association. There shall be only one membership per Lot and/or Unit. If a Lot or Unit is owned by more than one person, all co-Owners shall share the privileges of such membership, subject to the restrictions on voting set forth in the Governing Documents, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner, member, manager, or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Board.
3. Voting of Members and Board. The Association shall have one class of membership. Members shall have one equal vote for each Lot or Unit in which they hold the interest required for membership. The vote for each Lot or Unit owned by a Member shall be exercised by the Owner of the Lot or Unit. In any situation where there is more than one Owner of such Lot or Unit, the vote for such Lot or Unit shall be exercised as the co-Owners determine among themselves and advise the Board in writing prior to the vote

being taken. Absent such advice, the vote appurtenant to such Lot or Unit 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 plat establishing the Lots or Units. All votes, consents, or determinations to be made by the Board or by the Members of the Association shall be approved by a majority of 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 or Unit 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 and Units against which such assessments are made without the need to file a notice of lien in any public record. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner at the time when the assessment fell due.

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 or Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment, as well as the estimated budget it was based on, shall be sent to every Owner. The due dates shall be established by the Board but in no event be due less than thirty (30) days after notice of the assessment is sent to the Owners. Failure of the Association to give written notice of the assessment shall not affect the liability of the Owner of any Lot or Unit for such assessment, but the date when payment shall be due in such case shall be deferred to a date thirty (30) days after such notice is sent to the Owners.
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 or Unit 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 or Unit. 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 or Unit.

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 or Unit shall not affect an assessment lien. However, the sale or transfer of any Lot or Unit pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Unit 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 and Units to third parties, Declarant may unilaterally (a) submit additional property to the terms of this Declaration, and/or (b) 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; (iv) to satisfy the requirements of any local, state or federal governmental agency; or (v) for the orderly development of the Property. No amendment adopted by the Declarant pursuant to this section may materially reduce an Owner's rights to enjoy a Lot or Unit 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 (i) the unanimous vote or written consent, or any combination thereof, of the Owners of Lots, and (ii) the vote or written consent, or any combination thereof, of at least fifty percent (50%) of Owners of Units who do not own Lots. .
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 or Unit and shall include a beneficiary under a deed of trust, as well as any insurer, re-insurer, or guarantor of the mortgage, such as but not limited to FHA, VA, FNMA, WCDA, or FHLMC.
2. Relief from Lien. A Mortgagee who comes into possession of a Lot or Unit pursuant to the remedies provided in the first mortgage, shall take the Lot or Unit free of any claims for unpaid assessments or charges against the Lot or Unit which occurred prior to the time such Mortgagee comes into possession of the Lot or Unit and the sale or transfer of a Lot or Unit pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for Association assessments and charges which became payable prior to such sale or transfer.
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 or Unit, and the exterior, interior and contents of such Lot or Unit. Each Owner shall maintain casualty insurance for the full replacement value of such Owner's Lot or Unit and shall, if required by the Board, maintain commercially reasonable liability coverage. Upon approval of the Board, the Association may assume one or more Owner's responsibility to maintain casualty insurance for the full replacement value of one or more Lots or Units and to maintain commercially reasonable liability coverage and in such case(s) such Owner(s) will be relieved of the responsibility of maintaining insurance under this Section and the

Association shall include the costs of such insurance in the assessments made against Lots or Units insured by the Association.

- (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 RIGHT OF REFUSAL

Every contract for the sale of a Lot or Unit shall include and describe the following ongoing right of first refusal in the following fashion:

All capitalized terms herein shall have the meaning ascribed to them in the Declaration, as amended from time to time.

(a) *William P. Schwartz, Cheryl Ranck Schwartz, Leah C. Schwartz, William R. Schwartz, and Margaret A.R. Schwartz (collectively the "Schwartz Family") shall each have a right of first refusal on the sale of any Lot(s) or Unit(s) on the terms and conditions set forth below. This Section shall not restrict the Owner's right to enter into a binding contract for the sale of a Lot or Unit, provided that the contract is made subject to right of first refusal.*

(b) *If any Owner receives an offer to purchase his/her/their Lot(s) or Unit(s) which is acceptable to the Owner, such Owner shall promptly submit the terms of the offer in writing to the Association and at least one member of the Schwarz Family. The Schwartz Family shall have a period of thirty (30) days from and after the receipt of such terms in which to exercise its right of first refusal as to the Lot(s) or Unit(s) on the same terms and conditions as the third-party offer (except that the date of settlement shall be as set forth below), by giving the Owner written notice of such exercise. If each member of the Schwartz Family fails or declines*

to exercise the right of first refusal, upon request, each living member of the Schwartz Family shall execute a release of the right to repurchase the Lot(s) or Unit(s).

(c) The release shall only apply to the offer submitted to the Schwartz Family and shall not extinguish the Schwartz Family's right of first refusal as to any future conveyances of Lot(s) or Unit(s) by the current or any future Owner. If the Schwartz Family, or any of them, elects to purchase the Lot(s) or Unit(s), the transaction shall be consummated within sixty (60) days following delivery of written notice of exercise of the right of first refusal to the Owner.

(d) The Schwartz Family's rights under this Section shall terminate twenty-one (21) calendar years after the last survivor of the now living descendants of Brigham Young in existence as of the date of the Declaration. The parties hereto agree that the lives selected under this Section to govern the time of vesting are neither so numerous nor so situated that evidence of their deaths would be likely to be unreasonably difficult to obtain.

Article XI

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 or Unit shall have no obligation for expenses or other obligations accruing after he/she sells his/her entire interest in such Lot or Unit 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 and units. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of its business of completing the work and disposing of the same by sale, lease, or otherwise. This Declaration shall not limit, nor shall any action of the Association limit, the right of Declarant at any time prior to the sale of all Lots and Units by Declarant to establish on the Property additional easements, reservations, and rights of way to itself, to utility companies, or to others as may from time to time be necessary to the proper development and disposal of the Lots and Units.
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 or Unit of any other Owner, or against any part thereof, or against any other property of any other Owner or the Association, unless such other Owner or Association, as applicable has expressly consented to or requested the performance of such labor or furnishing of such materials or services. Such

express consent shall be deemed to have been given by the Owner of any Lot or Unit in the case of emergency repairs thereto. Labor performed or services of materials furnished for the Property or any portion thereof, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner of that portion of the Property.

10. Notification. Any notification required by this Declaration shall be deemed to have been given via hand-delivery or U.S. Mail addressed to the following:

(a) William P. Schwartz and/or Chery Ranck Schwartz

P.O. Box 4145

Jackson, Wyoming 83001

(b) Leah C. Schwartz

P.O. Box 1883

Jackson, Wyoming 83001

(c) William Ranck Schwartz

P.O. Box 3890

Jackson Wyoming 83001

(d) Margaret Anne Ranck Schwartz

P.O. Box 3890

Jackson, Wyoming 83001

(e) Simpson Corner Townhome Association

P.O. Box 3890

Jackson, Wyoming 83001

WHEREFORE, Declarants have affixed their signatures below to this Declaration on this ____ day of _____ 2022.

William P. Schwartz

Cheryl Ranck Schwartz

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SIMPSON CORNER TOWNHOMES ADDITION TO THE TOWN OF JACKSON 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 _____, 2022.

Witness my hand and official seal.

Notary Public

My Commission Expires:

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 January, 2022, and from records available in the Office of the Clerk of Teton County;

that it correctly represents SIMPSON CORNER CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON, identical with Lot 1 of Simpson Corner Townhomes Addition to the Town of Jackson, located in the NW1/4NW1/4 of Section 34, T41N, R116W, 6th P.M., Teton County, Wyoming, more particularly described as follows:

COMMENCING at the northeast corner of the SIMPSON CORNER TOWNHOMES ADDITION TO THE TOWN OF JACKSON, where is found a 5/8 inch diameter steel rebar with an aluminum cap inscribed "PLS 6447";

THENCE S 65°34'59" E, 2.19 to the POINT OF BEGINNING, said point being the northwest corner of said Lot 1;
THENCE along the north line of said Lot 1, S 89°49'54" E, 21.75 feet;
THENCE along the east line of said Lot 1, S 00°10'06" W, 62.00 feet;
THENCE along the south line of said Lot 1, N 89°49'54" W, 19.24 feet;
THENCE N 00°10'06" E, 7.00 feet;
THENCE N 89°49'54" W, 2.51 feet;
THENCE along the west line of said Lot 1, N 00°10'06" E, 55.00 feet to the POINT OF BEGINNING;

ENCOMPASSING an area of 0.031 acres (1331 square feet), more or less;

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 _____, 2022.
WITNESS my hand and official seal.

My commision expires: _____
Notary Public

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 _____, 2022.
WITNESS my hand and official seal.

My commision expires: _____
Notary Public

CERTIFICATE OF MORTGAGEE

Consent of Mortgagee, Rocky Mountain Bank, by separate affidavit recorded concurrently with this plat.



155 West Gill Ave.
P.O. Box 12290
Jackson, WY 83002
(307) 734-6131

CERTIFICATE OF OWNER

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

The undersigned owners hereby certify that the foregoing subdivision of Lot 1 of Simpson Corner Townhomes 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 owners and proprietors of the described lands;

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

that this subdivision is subject to the First Supplemental Declaration of Covenants, Conditions and Restrictions for the Simpson Corner Townhomes Addition to the Town of Jackson to include Simpson Corner Condominiums Addition to the Town of Jackson; to be recorded concurrently with this plat ("First Supplemental Declaration"); said First Supplemental Declaration shall be binding on all subsequent owners within the subdivision;

that this subdivision is subject to the Declaration of Covenants, Conditions and Restrictions for the Simpson Corner Townhomes Addition to the Town of Jackson; on file in the Office of the Clerk of Teton County, Wyoming as Document No. _____ ("Declaration"); said Declaration shall be binding on all subsequent owners within the subdivision;

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 Shared Parking Covenant described in Document #_____ on file in said Office;

that this subdivision is subject to and has the benefit of that Underground Utility Maintenance Covenant described in Document #_____ 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 ownership of a condominium unit of this subdivision shall consist of a fee simple estate in an individual air space unit of this subdivision together with an undivided fee simple interest in the common elements and areas of this subdivision. The percentage of undivided interest in said common elements shall be that computed for each unit and listed in said First Supplemental Declaration and may be amended from time to time. Ownership of a condominium unit of this subdivision shall also include an appurtenant membership in the Simpson Corner Condominium Association;

that the Common Area, being that portion of this subdivision lying outside of the building line as shown hereon and being a portion of the general common elements of this subdivision, is hereby dedicated to the use and enjoyment of the owners of units within this subdivision subject to any restrictions or limitations set forth in said First Supplemental Declaration;

that the limited common elements of this subdivision, portions of the general common elements of this subdivision, are hereby dedicated to the use and enjoyment of the owners of the associated unit(s) and reserved for those uses and persons as specified in said First Supplemental Declaration and subject to the definitions included therein, and subject to the easements granted herein and subject to the right of the Simpson Corner Townhomes Association and its authorized representatives to enter upon said limited common elements for the purpose of installing, maintaining, inspecting, or repairing, utility features, structures, and common elements of this subdivision;

that a non-exclusive easement in, over and across the Common Area is hereby granted to the Town of Jackson for purposes of access to and from said lots and units and for underground utilities serving said lots;

that those portions of the Common Area, divided into Limited Common Elements as denoted by LCE followed by the number of the associated unit, are reserved for the exclusive use and enjoyment of the owner of such unit, subject to easements of sight and or of record including those granted hereon and subject to the rights of such owner, his heirs and assigns, and of the Simpson Corner Townhomes 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, including all of the Limited Common Elements 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 Common Area is subject to a utility easement for the maintenance and repair of existing utilities serving the subdivision;

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 and all Limited Common Elements is hereby granted to emergency vehicles, including ambulances, fire-fighting vehicles, and police vehicles;

that the undersigned owners reserve unto themselves, their heirs, successors, and assigns the right of ingress and egress across the Common Area, and all Limited Common Elements for construction and other purposes relating to this subdivision and the right to grant unto other parties non-exclusive easements across the Common Area;

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 owners do 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;

(CONTINUED NEXT COLUMN)

(CONTINUED)

that Lot 1 of Simpson Corner Townhomes Addition to the Town of Jackson, as such lot lines are referenced on this plat, are hereby vacated, being reconfigured as the SIMPSON CORNER CONDOMINIUMS 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 Simpson Corner Townhomes Addition to the Town of Jackson, recorded in said Office.

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

SIGNATURES 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 Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, SIMPSON CORNER CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council on the _____ day of _____, 2022.

Attest: TOWN OF JACKSON

Riley Taylor
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 _____, 2022.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

The foregoing instrument was acknowledged before me by Riley Taylor, Town Clerk, this _____ day of _____, 2022.

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 _____, 2022.

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 _____, 2022.

WITNESS my hand and official seal.

GENERAL NOTES:

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY SYSTEM.

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON SEWER COLLECTION AND TREATMENT SYSTEM.

ALL WATER, SEWER, AND STORM DRAINAGE SYSTEMS LOCATED WITHIN THIS SUBDIVISION SHALL BE PRIVATELY OWNED AND MAINTAINED.

NO PUBLIC MAINTENANCE OF WATER DISTRIBUTION SYSTEM, SEWAGE COLLECTION SYSTEM, AND STORM DRAINAGE COLLECTION SYSTEM.

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.

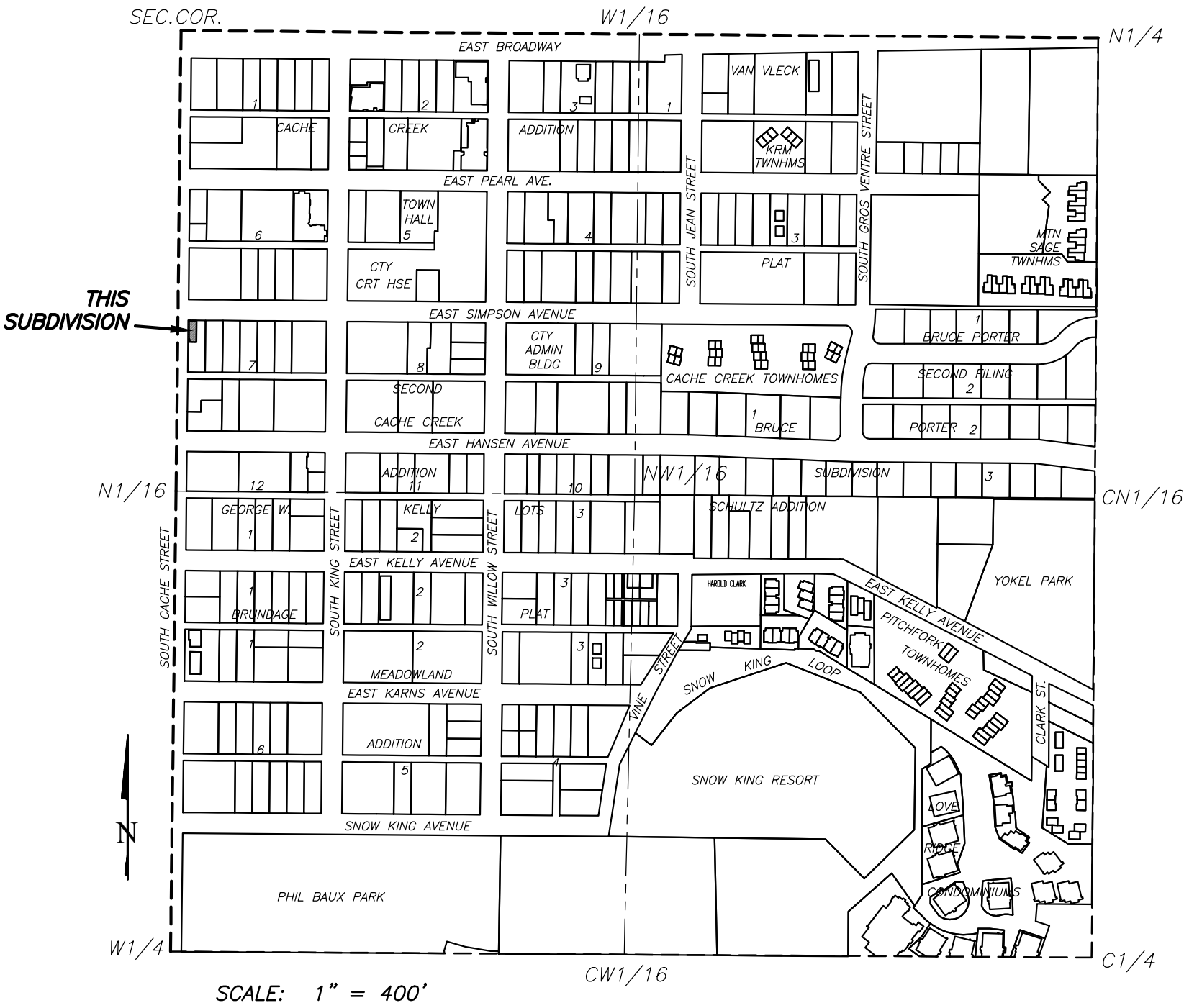
WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF ANY STREAM OR RIVER FOR PERSONS LIVING ON THE BANKS OF THE STREAM OR RIVER.

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

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

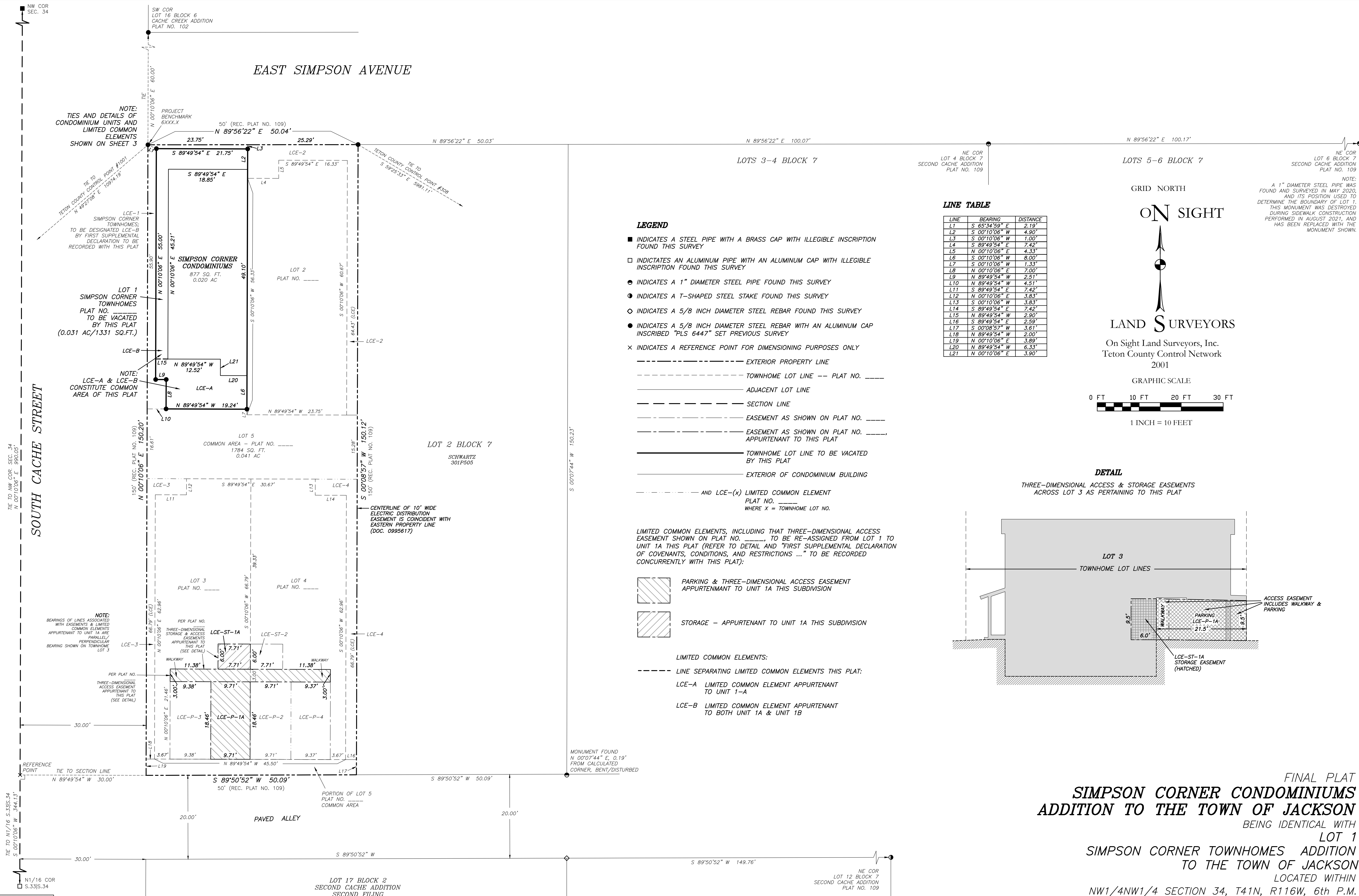
NUMBER OF CONDOMINIUM UNITS: 2

TOTAL PROJECT ACREAGE: 0.031 ACRES / 1331 SQ. FT.

PREPARATION DATE: FEBRUARY 7, 2022

FINAL SUBMITTAL REVISION:

FINAL PLAT
SIMPSON CORNER CONDOMINIUMS
ADDITION TO THE TOWN OF JACKSON
BEING IDENTICAL WITH
LOT 1
SIMPSON CORNER TOWNHOMES ADDITION
TO THE TOWN OF JACKSON
LOCATED WITHIN
NW1/4NW1/4 SECTION 34, T41N, R116W, 6th P.M.
TOWN OF JACKSON
TETON COUNTY, WYOMING



AFFIDAVIT OF ACKNOWLEDGMENT AND ACCEPTANCE

COME NOW, the undersigned, William P. Schwartz and Cheryl Ranck Schwartz, husband and wife, who, being duly sworn, on oath according to law, do hereby make the following statement of facts and affirm:

- 1. THAT the undersigned are the owners of Lots 1-5 of the Simpson Corner Townhomes Addition to the Town of Jackson, a townhome subdivision of Lot 1 Block 7 of the Second Cache Creek Addition to the Town of Jackson, a subdivision of record as Plat No. 109 in the Office of the Clerk of Teton County, Wyoming, and as described in that Corrective Special Warranty Deed recorded as Document No. 0990954, records of Teton County, Wyoming;
- 2. THAT said Lot 1 of the Simpson Corner Townhome Addition to the Town of Jackson is being reconfigured as a 2-unit condominium subdivision as shown on that plat titled “Simpson Corner Condominiums Addition to the Town of Jackson” to be filed in the Office of the Clerk of Teton County, Wyoming;
- 3. THAT the undersigned owners have reviewed said plat;
- 4. THAT the configuration of boundaries and the dedications and easements shown thereon are with the free consent and in accordance with the desires of the undersigned;
- 5. THAT this affidavit is signed in the stead of, and with the same effect, as if the original map was itself manually signed.

William P. Schwartz, husband Cheryl Ranck Schwartz, wife

State of)
County of))ss

The foregoing instrument was sworn and subscribed before me by William P. Schwartz, husband, on this day of , 2022.

Witness my hand and official seal.

Notary Public My commission expires:

State of)
County of))ss

The foregoing instrument was sworn and subscribed before me by Cheryl Ranck Schwartz, wife, on this day of , 2022.

Witness my hand and official seal.

Notary Public My commission expires:

**AFFIDAVIT OF
ACKNOWLEDGMENT AND ACCEPTANCE OF
FINAL PLAT**

KNOW ALL MEAN BY THESE PRESENTS:

Mark Hendrickson, President, Rocky Mountain Bank, being first duly sworn, does hereby depose and say:

- 1. **THAT** Rocky Mountain Bank is the mortgagee under that mortgage of record appearing as Document No. 0999511 in the Office of the Clerk of Teton County, Wyoming, which affects title to real property of record, being Lot 1 of Block 7 of the Second Cache Creek Addition to the Town of Jackson, Teton County, Wyoming, of record in said Office as Plat No. 109;
- 2. **THAT** I have examined a copy of the Final Plat of the proposed subdivision titled **“Simpson Corner Condominiums Addition to the Town of Jackson”** dated February 2, 2022;
- 3. **THAT** I hereby consent to the subdivision as described in the Certificate of Surveyor and the Certificate of Owner found on said plat;
- 4. **THAT** I intend that my signature to and the recording of this Affidavit shall have the same force and effect as my signature to the Certificate of Mortgagee as contained on said Plat.

(Signature)

(Printed name)

Mark Hendrickson, President
Rocky Mountain Bank

State of Wyoming)
))ss
County of Teton)

The foregoing instrument was sworn and subscribed before me by Mark Hendrickson, acting as President, Rocky Mountain Bank on this _____ day of _____, 2022.

Witness my hand and official seal.

Notary Public

My commission expires:

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

To include:

**SIMPSON CORNER CONDOMINIUMS ADDITION TO THE TOWN OF
JACKSON**

This FIRST SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SIMPSON CORNER TOWNHOMES ADDITION TO THE TOWN OF JACKSON (the "Supplemental Declaration") is made this __ day of _____, 2022, by William P. Schwartz and Cheryl Ranck Schwartz, husband and wife (hereinafter referred to as to as the "Declarant").

Recitals:

WHEREAS, on _____, Declarant filed that certain Declaration Of Covenants, Conditions, and Restrictions For Simpson Corner Townhomes Addition to the Town of Jackson (the "Declaration") in the Office of the Clerk in Teton County, Wyoming in Book _____ of Photo, Pages _____; and

WHEREAS Declarant owns that real property shown on the Final Plat for Simpson Corner Townhomes Addition to the Town of Jackson as recorded in the Office of the Clerk in Teton County, Wyoming as Plat No. _____ (the "SCTA Plat"), including Lots 1 through 5 and all improvements located thereon (the "Property"); and

WHEREAS, Declarant has vacated Lot 1 of the SCTA Plat and replatted such real property as shown on the Final Plat for Simpson Corner Condominiums Addition to the Town of Jackson as recorded in the Office of the Clerk in Teton County, Wyoming the same date hereof (the "SCCA Plat") as Condominium Unit 1A and Condominium Unit 1B and as Condominium Common Elements (collectively, Unit 1A, Unit 1B and the Condominium Common Elements shall be referred to herein as the "Condominium Property"); and

WHEREAS, pursuant to the terms of Article VIII Section 1 of the Declaration, Declarant may submit certain additional property to the terms of the Declaration and may amend the Declaration for the orderly development of the Property; and

WHEREAS, Declarant desires to submit the Condominium Property to the terms of the Declaration by executing and recording this Supplemental Declaration and to amend the Declaration as set forth herein for the orderly development of the Properties.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration and the SCTA Plat, Declarant hereby declares that the Condominium Property shall be subject to the terms of the Declaration and Declarant hereby amends the provisions of the Declaration to

facilitate the addition of the Condominium Property to the covenants, conditions and restrictions of the Declaration, as set forth below:

Amendments to Article II (DEFINITIONS) of the Declaration

The Definitions set forth at Article II Sections 7 & 8 of the Declaration shall be deleted in their entirety and the following shall be inserted in lieu thereof:

7. Limited Common Area. All real property (including the improvements thereto) owned by the Association and dedicated for the exclusive use by the Owner of a Lot or Condominium Unit as identified on the SCTA Plat or the SCCA Plat. Such plats identify the following Limited Common Areas:

(i) one Limited Common Area parking space identified as LCE-P-1A appurtenant to Condominium Unit 1A of the SCCA Plat;

(ii) three separate Limited Common Area parking spaces identified as LCE-P-2, LC-P-3, LCE-P-4, each appurtenant to Lots 2, 3, 4, respectively, of the SCTA Plat;

(iii) one Limited Common Area patio and entrance area identified as LCE-1A appurtenant to Condominium Unit 1A of the SCCA Plat and one Limited Common Area lawn area appurtenant to both Condominium Units 1A and 1B of the SCCA Plat;

(iv) three separate Limited Common Area patios and lawn areas identified as LCE-2, LCE-3, LCE-4, each appurtenant to Lots 2, 3, 4, respectively, of the SCTA Plat;

(v) one Limited Common Area storage unit identified as LCE-ST-1A appurtenant to Condominium Unit 1A of the SCCA Plat; and

(vi) one Limited Common Area storage unit identified as LCE-ST-2 appurtenant to Lot 2 of the SCTA Plat.

Each of the Limited Common Areas are labeled on the plats with a number to show the Lot or Condominium Unit to which it is appurtenant.

8. Lot. The three (3) Lots shown on the SCTA Plat as Lot 2, Lot 3, and Lot 4.

The following additional definitions shall be added to the Declaration at the end of Article II:

14. SCCA Plat. That officially approved Plat of the Simpson Corner Condominiums Addition to the Town of Jackson to be filed with the Office of the Clerk of Teton County, Wyoming contemporaneously with this First Supplemental Declaration.

15. Townhome or Townhouse. Each residential structure located on Lots 2, 3, or 4 of the SCTA Plat. A "Townhouse" or "Townhome" may also be referred to herein as the other or as a "Unit". A "Townhouse" and/or "Townhome" shall not include a "Condominium Unit".

16. Plat or Plats. Collectively, the officially approved Plats filed with the Office of the Clerk of Teton County, for the Simpson Corner Condominiums Addition and the Simpson Corner Townhomes Addition to the Town of Jackson.

17. Condominium Unit. Condominium Unit shall mean those certain individual air spaces as designated and delineated on the SCCA Plat as Condominium Unit 1A and Condominium Unit 1B. Each Condominium 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, and the interior surfaces of built-in fireplaces, if any, as shown and numbered on the SCCA Plat. Each Condominium 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 and the exterior surfaces so described. All other portions of the walls, floors or ceilings shall be a part of the Condominium Common Elements. In addition, each Condominium Unit shall include the following: (a) all spaces, nonbearing interior partitions and all other fixtures and improvements within the boundaries of the Condominium 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 Condominium Unit; and (c) all heating and hot water apparatus exclusively serving the Condominium Unit. The interior surfaces of a perimeter window or door means at the points at which such surfaces are located when such windows or doors are closed; the physical windows and doors themselves are part of the Condominium Common Elements as herein defined. This Supplemental Declaration provides a means for ownership in fee simple of separate interests in the Condominium Unit together with an undivided fee simple interest in the Condominium Common Elements, as those terms are hereinafter defined.

18. Condominium Common Elements. The Condominium General Common Elements and Condominium Limited Common Elements (as further defined below in this Article II) in the aggregate, or a portion thereof, as the context requires. For the avoidance of doubt, the Common Elements do not include the Condominium Units or any portion thereof, except that some of the Common Elements may be located within the Condominium Units as shown on the SCCA Plat. Each Owner of a Condominium Unit shall own an undivided interest in the Condominium Common Elements as a tenant in common with all the other Owners of Condominium Units, and, except as otherwise limited in this Declaration, shall have the right to use the Condominium Common Elements for all purposes incident to the use and occupancy of his or her Condominium Unit, which right shall be appurtenant to the Condominium Unit.

19. Condominium General Common Elements. All property and elements depicted as part of the SCCA Plat excepting the Condominium Units and Condominium Limited Common Elements as defined hereinbelow. Without limiting the generality of the foregoing, the Condominium General Common Elements shall include: (i) the land, sidewalks, breezeway or exterior walkways, stairways, stairwells and landings serving the Condominium Units, landscaping, exterior lighting, fencing, bike racks, retaining walls, and the common trash receptacle and surrounding enclosure, not otherwise designated as Limited Common Area; (ii) all appurtenances; (iii) all common pipes, ducts, flues, chutes, conduits, lines, wires and other utility installations to (but not at) the outlets that serve all Units, but excepting the same (including individual gas furnaces, water heaters and HVAC systems) located entirely within the boundaries of a Unit and/or providing service to less than all Units; and (iv) such component parts of walls, floors, foundation slab, ceilings, columns, roofs, roof mechanics, and other structures, common systems and installations of the Building that are outside of the Unit boundaries as delineated or described on the Condominium Plat. Condominium General Common Elements may be referred to herein and on the SCCA Plat as "General Common Element" or "GCE."

20. Condominium Limited Common Elements. Those portions of the Condominium General Common Elements as described by Wyoming Statute § 34-20-103 for the exclusive use of one or more but fewer than all of the Condominium Units, and any limited common elements specifically allocated to Condominium Units as shown on the SCCA Plat. Limited Common Elements may be referred to herein and on SCCA Plat as "Limited Common Element" or "LCE."

21. Condominium Common Expense. The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of the Condominium Units, including any reasonable reserve, as the members may find necessary and appropriate pursuant to the Governing Documents.

22. Condominium Declaration. Shall mean the condominium declaration provision set forth in Article XII of this Supplemental Declaration applicable to Condominium Unit 1A and Condominium Unit 1B of this development.

Additional Article to Declaration—Condominium Declaration

The following Article shall be added to the Declaration as Article XII:

Article XII CONDOMINIUM DECLARATION

1. Estates of an Owner. In accordance with the SCCA Plat, Declarant hereby creates and divides the Condominium Units 1A and 1B, each consisting of a separate interest in a Condominium Unit and an undivided interest in common in the Condominium Common Elements appurtenant to each Condominium Unit. The percentage of ownership interest in the Condominium Common Elements which is to be allocated to each Condominium

for purposes of 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"** attached hereto and incorporated herein, which is based upon the interior square footage space of Condominium Units 1A and 1B. Such undivided interests in the Condominium Common Elements are hereby declared to be appurtenant to the respective Condominium Units.

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.
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 Condominium 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.
4. Partition Not Permitted. The Condominium Common Elements shall be owned in common by all owners of Condominium Units and no owner may bring any action for partition thereof.
5. Owner's Right to Condominium General Common Elements and Condominium Limited Common Elements. Subject to the limitations contained in this Declaration, each Owner of a Condominium Unit shall have the nonexclusive right to use and enjoy the Condominium General Common Elements shown on the SCCA Plat and defined herein.

The Owner of Condominium Unit 1A shall have the sole and exclusive right to use and enjoy the following Condominium Limited Common Elements as depicted on the SCCA Plat:

- (i) the parking space identified as LCE-P-1A;
- (ii) the patio and entrance area identified as LCE-A, subject to the right of the Owner of Condominium Unit 1B to use such area for emergency egress from the window well located on LCE-1A; and
- (iii) the storage unit identified as LCE-ST-1A.

The Owners of Condominium Unit 1A and Unit 1B shall each have the exclusive right to use the lawn area identified as LCE-B.

6. Taxes and Assessments. Each Owner of a Condominium Unit 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 taxes or special district or other assessments may, in the opinion of the Association, become a lien on the Project or any part thereof, the Association shall pay the same and assess the same to the Owner or Owners responsible therefore. Each Owner shall pay the taxes or assessments assessed against her/his Condominium Unit, or interest therein, or his/her interest in the Condominium Common Elements or any part of any or all of the foregoing. Each Owner shall pay all taxes, rates, impositions, and assessments levied against the Project or any part of the Condominium Common Elements in proportion to her/his interest in the Condominium Common Elements, such payment to be made to the Association at least thirty (30) days prior to the delinquency of such tax or assessment. Each such unpaid tax or assessment 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 Article VII Section 2 of the Declaration. Notwithstanding the foregoing, taxes, assessments, or other charges attributable to the Condominium Common Elements shall be apportioned among the Owners of Condominium Units in proportion to their interest in the Condominium Common Elements.

7. Owner's Rights with Respect to Interiors; Satellite Dishes and Temporary Structures. 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. Except as otherwise approved by the Board, no satellite dishes may be attached to the Condominium building.
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 Condominium Common Elements, the right to store materials thereon and to make such other use thereof as may be reasonably necessary to development.
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 SCCA Plat and this Declaration as each appears on the records in the Office of the Teton County Clerk, in the following fashion:

Condominium Unit ___ as shown on the Simpson Corner Condominiums Addition to the Town of Jackson, appearing in the Records of the Teton County Clerk as Plat No. ___ and as defined and described in the Declaration of Covenants Conditions and Restrictions of Simpson Corner Townhomes Addition to the Town of Jackson recorded in the land records of the Teton County Clerk, in Book of Photo at Pages ___ to ___, and the First Supplemental Declaration of the Simpson Corner Townhomes Addition to the Town of Jackson recorded in the land records in of the Teton County Clerk, in Book of Photo at Pages ___ to ___, and all supplements and amendments thereto.

Such description will be construed to describe the Condominium Unit, together with the

appurtenant undivided interest in the Condominium Common Elements and to incorporate all the rights incident to ownership of a Condominium Unit and all the limitations on such ownership as described in the Declaration, this Supplemental Declaration, and all supplements and amendments thereto.

Additional Amendments To Other Articles Of Declaration

The following Articles of the Declaration Are Amended As Follows:

- A. Article IV Section 7 (Domestic Animals) is amended to add the following to the end of the section:

Notwithstanding the forgoing, unless otherwise permitted by the Board, the Owner of a Condominium Unit shall be limited to keeping no more than one household pet.

- B. Article VI Section 2 (Membership of Association)) is amended to add the following to the end of the section:

Notwithstanding the forgoing, an Owner that owns more than one Condominium Unit shall only be entitled to one membership interest in the Association.

- C. Article VI Section 3 (Voting) is amended to add the following to the end of the section:

Notwithstanding the forgoing, an Owner of more than one Condominium Unit shall only be entitled to one vote.

- D. Article VII Section 4 (Annual Assessments) is amended to add the following to the end of the section:

Notwithstanding the foregoing, the Association is authorized to prepare a separate condominium budget covering the estimated expenses related to the Condominium Units and to levy separate annual, special, or specific assessments against the Condominium Units.

- E. Article VII Section 5 (Uniform Assessments) is amended to add the following to the end of the section:

Notwithstanding the forgoing, Condominium Units may be assessed at a different rate than that established for Lots.

- F. Article IX Section 3 (Owner required Coverage) is amended to add the following subparagraph (e):

Premiums for all insurance on the Condominium Units shall be assessed against the

Owners of the Condominium Units as a Specific Assessment the cost of which shall be divided pro-rata among the Owners of Condominium Units according to those percentages set forth on Exhibit "A."

WHEREFORE, Declarants have affixed their signatures below to this Supplemental Declaration on this ____ day of _____ 2022.

William P. Schwartz

Cheryl Ranck Schwartz

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing FIRST SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SIMPSON CORNER TOWNHOMES ADDITION TO THE TOWN OF JACKSON 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 _____, 2022.

Witness my hand and official seal.

Notary Public

My Commission Expires:



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: williamschwartz@gmail.com

Daytime Phone #: (307) 690-3630

- ☒ 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

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: **williamschwartz@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

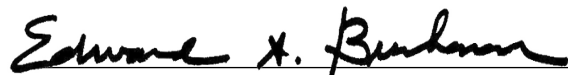
Simpson Corner Townhomes Owners Association

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



Secretary of State

Filed Online By:

William Phillip Schwartz

on 09/15/2021

QUITCLAIM DEED

(Lot 5 Simpson Corner Townhomes Addition)

William P. Schwartz and Cheryl Ranck Schwartz, husband and wife, Jackson, Wyoming 83001, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, CONVEY AND QUITCLAIM to Simpson Corner Townhomes Owners Association, a Wyoming not for profit corporation ("Grantee"), whose address is P.O. Box 3890, Jackson, Wyoming 83001, all right, title and interest now owned or hereafter acquired in and to the following described real estate, situate in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to- wit:

Lot 5 of the Simpson Corner Townhomes Addition to the Town of Jackson, Teton County, Wyoming according to that plat recorded on _____ as Plat No. _____. Including and together with all and singular tenements, leaseholds, hereditaments, appurtenances, easements and improvements thereon or thereunto belonging, and any rights of grantor to minerals thereunder, but subject to taxes, assessments, covenants, conditions, restrictions reservations, encroachments, rights-of-way and easements of sight or record.

Parcel ID: _____

WITNESS our hands this ____ day of _____, 2022.

William P. Schwartz

Cheryl Ranck Schwartz

STATE OF WYOMING)
)ss
COUNTY OF TETON)

On this ____ day of _____, 2022 before me personally appeared William P. Schwartz and Cheryl Ranck Schwartz personally known to me, or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed within this instrument and acknowledged to me that they executed the same by their signatures on this instrument.

WITNESS my hand and official seal.

Notary Public
My commission expires:

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACTIONS

DATE: 12.06.21

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: 10 E. Simpson
2. LOCATION: 10 E. Simpson
3. PROJECT NUMBER: P21-246

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	<u> </u>		1.25	<u> </u>
1 BEDROOM	<u>2</u>		1.75	<u>3.5</u>
2 BEDROOM	<u>2</u>		2.25	<u>4.5</u>
3 BEDROOM	<u>1</u>		3.00	<u>3</u>
4 BEDROOM	<u> </u>		3.75	<u> </u>
5 BEDROOM	<u> </u>		4.50	<u> </u>
EACH ADDITIONAL BEDROOM	<u> </u>		0.50	<u> </u>
DORMITORY	<u> </u>		1 per 150 sf of net habitable area	<u> </u>
TOTAL				<u>11</u>

5. CALCULATE REQUIRED PARK ACREAGE:

$$\underline{11} \text{ TOTAL PROJECTED POPULATION } \times \frac{9 \text{ ACRES}}{1000 \text{ RESIDENTS}} = \underline{0.099} \text{ REQUIRED ACRES}$$

6. CALCULATE CASH-IN-LIEU:

$$\underline{0.099} \text{ REQUIRED ACRES } \times \$100,000 \text{ (VALUE OF LAND)} = \$ \underline{9,900} \text{ CASH-IN-LIEU}$$

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

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.3 - SCHOOL EXACTIONS
DATE: 12.06.21

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: 10 E. Simpson
2. LOCATION: 10 E. Simpson
3. PROJECT NUMBER: P21-246

4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	# OF UNITS	=	LAND DEDICATION
.020 ACRES PER UNIT SINGLE & TWO-FAMILY		<u>5</u>		<u>0.10</u>
.015 ACRES PER UNIT MULTI-FAMILY		<u> </u>		<u> </u>

5. CALCULATE CASH IN-LIEU:

$$\frac{0.10}{\text{LAND DEDICATION STANDARD}} \times \$100,000 \text{ (VALUE OF LAND)} = \$ \frac{10,000}{\text{CASH-IN-LIEU}}$$

6. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.3 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS



Special Restrictions
for Workforce Condominium Rental Housing
Located at 10 . Simpson Ave., Town of Jackson, Wyoming

These Special Restrictions for Workforce Rental Housing, ("Special Restrictions"), are made this _____ day of _____, 2022 (the "Effective Date"), by the undersigned Owner ("Owner") and Town of Jackson, Wyoming.

RECITALS:

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

Condominium Unit 1 B according to the Simpson Corner Condominiums Addition to the Town of Jackson, Teton County, Wyoming according to that Plat No. _____ recorded in the land records of Teton County, Wyoming on _____.

PIDN: _____

WHEREAS, as a condition of its approval for permit # B20-0378 ("Approval"), Owner was required to provide and restrict as follows:

Owner developed property addressed 10 E. Simpson Ave., Condominium Unit 1 B, a studio residential condominium unit with one bedroom. (the "Residential Unit"). This development generated the obligation to provide Workforce Housing in accordance with Approval.

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

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

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

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

RESTRICTIONS:

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

SECTION 1. JACKSON/TETON COUNTY HOUSING DEPARTMENT RULES AND REGULATIONS.

References made herein to the “Rules and Regulations” are references to the written policies, procedures and guidelines of the Housing Department, as the same may be amended, modified, or updated from time to time and which policies, procedures, and guidelines are on file with the Housing Department or otherwise with the Town of Jackson, Wyoming, or if there are no such written policies, procedures or guidelines (or a written policy, procedure or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of the Housing Department or its successor. Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Rules and Regulations.

SECTION 2. RESTRICTIONS ON OCCUPATION AND USE OF RESIDENTIAL UNIT. Occupancy and use of the Residential Unit shall be restricted as follows:

- A. Qualified Household. The rental, use and occupancy of the Residential Units shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below (“Qualified Household”).
 - 1. Employment Requirement. At least one (1) member of the Qualified Household must maintain an average of thirty (30) hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty hours (1,560) per year, for a local business.
 - A.) A local business means (1) a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson, Wyoming or one that can provide other verification of business status physically located in Teton County, Wyoming, and (2) the business serves clients or customers who are physically located in Teton County, Wyoming, and (3) the employees/owners must work in Teton County, Wyoming to perform their job.
 - Or
 - B.) A business physically located in Teton County Wyoming who employs two or more Qualified Employees, which qualified employees must work in Teton County Wyoming to perform their job.

2. Income Requirement. The entire Qualified Household must at least seventy-five percent (75%) of the Household's income from a local business, as defined above.
3. No Teton County Residential Real Estate. No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within fifty (50) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.
4. Initial Determination by the Owner. Owner shall require each prospective renter of a Residential Unit to provide information sufficient to show eligibility as a Qualified Household under the Workforce Housing Program pursuant to the requirements of this restriction and the Rules and Regulations. The determination shall be based upon written applications, representations, information and verifications, including *at a minimum*, a W-2 for each adult renter or other IRS filing showing source of earnings, a signed and sworn statement regarding ownership of other real estate and a list of current employer(s), hours worked as well as contact information for each employer(s) and other such information reasonably requested by the Housing Department to verify and substantiate as a Qualified Household.
5. Continuing Obligation to Remain a Qualified Household. The occupants of the Residential Unit shall satisfy the definition of a Qualified Household at all times during the occupancy of the Residential Unit.
6. Occupancy. Each Residential Unit shall be occupied as the Qualified Household's sole and exclusive primary residence, and each tenant of a Residential Unit shall physically reside therein on a fulltime basis, at least eighty percent (80%) of the term of the lease. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Residential Unit.
7. Reporting Requirement – Housing Department Determination. Owner shall, by January 31 of each year, provide to the Housing Department a summary of the eligibility verification information contained above for each occupant of a Residential Unit as set forth on the Housing Department Template that will be provided to Owner. Upon written request by the Housing Department for supporting documentation, Owner shall provide the same within fifteen (15) business days of receipt of such written request. Additionally, Owner shall, by January 31 of each year, provide the Housing Department with its most current lease form for Residential Units. Each Residential Unit Lease must state, and it is a material consideration of this restriction, that the Housing Department has the ultimate and final authority to determine eligibility of households renting Residential Units. If the Housing Department, upon review of supporting documentation determines that an occupant of a Residential Unit does not qualify as a Qualified Household, the Housing Department shall have the authority to require the Owner to terminate the lease between Owner and the occupant of a Residential Unit pursuant to Sections 4 & 5 below.

- B. No Legal Action. No Owner of the Residential Unit, prospective purchaser of the Residential Unit, Tenant, renter or occupant, or other party shall have the right to sue or bring other legal process against the Town of Jackson, Wyoming or the Housing Department, or any person affiliated with the Town of Jackson, Wyoming or the Housing Department arising out of these Special Restrictions, and neither shall the Town of Jackson or the Housing Department have any liability to any person aggrieved by the decision of the Town of Jackson Wyoming or the Housing Department regarding qualification of a Qualified Household or any other matter relating to these Special Restrictions.
- C. Household Composition. Only members of the Qualified Household may occupy a Residential Unit, except that Owner may restrict who may reside in a Residential Unit, provided that such owner-restriction does not violate federal or state fair housing laws. Notwithstanding the foregoing, occupancy of the Residential Unit shall be in compliance with any and all building codes (or other relevant law, code, statute, ordinance or the like) regarding maximum occupancy standards or limitations.
- D. Written Lease Requirement. Occupancy of the Residential Unit shall be pursuant to a written lease, the form of which may be approved by Housing Department as it may require. Owner of the Residential Unit shall obtain written verification of income, asset ownership, and employment in Teton County, Wyoming for each Qualified Household proposing to rent the Residential Unit prior to such Household's occupancy, and upon each extension or renewal of any lease therefore.
- E. Rental Term. The Residential Unit shall be offered for rent in periods of not less than one year, subject to annual renewal for Qualified Households.
- F. Rental Rate: Owner shall set the rent. There is no cap on rent or rent appreciation.
- G. Rental Unit: Except as provided herein, the Residential Unit shall remain a rental unit for Qualified Households.
- H. Guests. No persons other than those comprising the Qualified Household shall be permitted to occupy the Residential Unit for periods in excess of ten percent (10%) of the Rental Term in cumulative days per calendar year
- I. Vacancies. The Residential Unit may be vacant intermittently between tenancies to allow for proper advertisement and verification for Qualified Households and reasonable maintenance. However, a Residential Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by the Housing Department. If any Residential Unit remains vacant for more than sixty (60) days without approval, the Housing Department has the right, but not the obligation, to identify a Qualified Household to rent the Residential Unit.
- J. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation use that is allowed by applicable zoning and properly permitted.
- K. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with these Special Restrictions and the Rules and Regulations, along with all laws, statutes, codes, rules, or regulations, covenants, conditions and restrictions, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowner's association, as the

same may be adopted from time to time.

- L. Insurance. Owner shall keep the Residential Unit continuously insured against physical loss for the full replacement value of the Residential Unit.
- M. Maintenance. Owner shall be responsible for the cost and expense to keep and maintain the interior of the Residential Unit and all other aspects of the Residential Unit not otherwise maintained by a homeowner's association in a safe, decent and sanitary condition. In the event Owner fails to maintain the Residential Unit in a safe, decent and sanitary condition and such condition continues for fourteen (14) days after notice from the Housing Department, the Housing Department shall have the right but not the obligation to enter the Residential Unit and repair such condition and Owner shall reimburse Housing Department for such reasonable repair costs. Payment to Housing Department from Owner shall be due upon receipt of invoice.
- N. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, each owner shall comply, and cause its tenants to comply, with any reporting or inspection requirements as set forth herein and as may be required by the Housing Department from time to time. Upon reasonable notice to owner, the Housing Department shall have the right to inspect the Residential Unit from time to time to determine compliance with these Special Restrictions and to review the written records required to be maintained by Owner. Owner shall maintain such records for a period of two (2) years.
- O. Preference. Owner may give first-priority to rent the Residential Unit to Qualified Households of which a member of the Household is an employee of Owner. In the event there are no persons directly employed by Owner to whom Owner desires to rent the Residential Unit, then Owner may rent to any Qualified Household.

SECTION 3. SALE OF THE RESIDENTIAL UNIT. The Residential Unit may be bought and sold as Owner may determine except that all reporting and record-keeping required herein shall be continuous and any new owner shall obtain the required records from the prior owner. Any such conveyance of a Residential Unit shall be subject to these Special Restrictions. Not less than ten (10) days prior to the closing of the sale or other transfer of the Residential Unit, Owner shall notify the Housing Department of the pending sale or transfer and, prior to closing, provide the Housing Department with contact information (including without limitation, mailing address, phone number and email) for the new owner.

SECTION 4. DEFAULT. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, each of the following shall be considered a default ("Default"):

- A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting a Residential Unit.
- B. A violation of any term of these Special Restrictions or any laws affecting the Residential Unit.
- C. Vacancy of a Residential Unit for more than sixty (60) days continuously.
- D. Fraud or misrepresentation by Owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the Housing Department.

- E. If the Residential Unit is taken by execution or by other process of law, or if Owner is judicially insolvent according to law, or if any assignment is made of the property of Owner for the benefit of creditors, or if a receiver, trustee or other similar officer is appointed to take charge of any substantial part of the Residential Unit, or Owner's property by a court of competent jurisdiction.

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

SECTION 5. DEFAULT REMEDIES. Subject to the notice and cure provisions, if any, of the Housing Department Rules and Regulations, in addition to any other remedies the Housing Department may have at law or equity, in the event of a Default, after notice and opportunity to cure as set forth in the preceding section, the Housing Department's remedies shall include, without limitation, as an exercise of its regulatory authority, the following:

- A. Specific Performance. The Housing Department shall have the right of specific performance of these Special Restrictions and the Rules and Regulations, and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance.
- B. Equitable Relief. In addition to subsection A, any equitable relief provided for herein may be sought singly or in combination with such other remedies as the Housing Department may be entitled to, either pursuant to these Special Restrictions or any other action authorized under the laws of the State of Wyoming.
- C. Revocation. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, revoke or seek revocation of the rights to use or occupy the Residential Unit.
- D. Enforcement. The Housing Department may, for purposes of enforcing these Special Restrictions or the Rules and Regulations, seek enforcement through the Town or County Land Development Regulations, including but not limited to Division 8.9 Enforcement.

SECTION 6. TERMINATION, AMENDMENT AND CORRECTION OF SPECIAL RESTRICTIONS.

- A. Termination. These Special Restrictions may be terminated after a determination by the Town of Jackson Wyoming that these Special Restrictions are no longer consistent with the Town of Jackson's goals for workforce housing.
- B. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and recorded in the Teton County Clerk's Office against the title to the Residential Unit, in whole or in part, with the written consent of Owner of the Residential Unit and the Town of Jackson, Wyoming.
- C. Correction. The Housing Department may unilaterally correct these Special Restrictions to address scrivener's errors, erroneous legal descriptions or typographical errors.

SECTION 7. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Residential Units, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Residential Units, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by the Housing Department and the Town of Jackson , Wyoming. Where these Special Restrictions are silent, the Rules and Regulations govern. These Special Restrictions shall be prior and superior to any mortgage or lien interest encumbering the Residential Unit. In the event of a conflict between these Special Restrictions and the Rules and Regulations than the least restrictive provision shall be controlling.

SECTION 8. NOTICES. All notices required to be served upon the parties to this Special Restriction shall be transmitted by one of the following methods: hand delivery; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail. Either party may change its address and/or owner and/or other contact information in the manner provided for giving notice.

To Housing Department

Jackson Housing Department
P.O. Box 714
Jackson, WY 83001

With a Copy to:

Town of Jackson.
P.O. Box 1687 .Jackson, WY 83001.

To Owner:

William P. Schwartz and Cheryl Ranck Schwartz
P.O. Box 4145
Jackson, Wyoming 83001

SECTION 9. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 10. CHOICE OF LAW, FORUM. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. Owner by accepting a deed for the Residential Unit hereby submits to the personal jurisdiction of any such court in any action or proceeding arising out of or relating to this Special Restrictions.

SECTION 11. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such

provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 12. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

SECTION 13. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 14. INDEMNIFICATION. Owner shall indemnify, defend, and hold, the Housing Department and the Town of Jackson and its directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Residential Unit, or for an owner's breach of any provision of these Special Restrictions. Owner waives any and all such claims against the Housing Department and Town of Jackson.

SECTION 15. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 16. GOVERNMENTAL IMMUNITY. Neither the Town of Jackson nor the Housing Department waive governmental immunity by executing these Special Restrictions and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. Ann. § 1-39-104(a) and any other applicable law.

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

Owner:

William P. Schwartz & Chery Ranck Schwartz, husband and wife

William P. Schwartz

Cheryl Ranck Schwartz

STATE OF WYOMING)

) ss.

COUNTY OF TETON)

On this_____day of_____, 2022, before me, the undersigned Notary Public, personally appeared William P. Schwartz and Chery Ranck Schwartz, husband and wife,, and known to me, or proven by satisfactory evidence, to be the persons that executed the foregoing instrument and acknowledged said instrument.

[SEAL]

Notary Public

Town of Jackson:

Mayor

ATTEST:

Clerk, Town of Jackson

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2022, the foregoing instrument was acknowledged before me by Haley Morton of the Town of Jackson , Wyoming.

Witness my hand and official seal.(Seal)

Notary Public
My commission expires:

JACKSON HOUSING DEPARTMENT:

Housing Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 2022, the foregoing instrument was acknowledged before me by _____ as Housing Manager of the JacksonHousing Department

Witness my hand and official seal.

(Seal)

Notary Public
My commission expires: