



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- *Nelson*
- Assessor
- Clerk and Recorder
- Road and Levee

State of Wyoming

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

Federal Agencies

- Army Corp of Engineers

Utility Providers

- Qwest
- Lower Valley Energy
- Bresnan Communications

Special Districts

- START
- Jackson Hole Fire/EMS
- Irrigation Company

Date: June 14, 2021 / August 16, 2022

Item #: P21-149

Planner: Tyler Valentine

Phone: 733-0440 ext. 1305

Fax: 734-3563

Email: tvalentine@jacksonwy.gov

Owner:

Batch Plant Partners, LLC
PO Box 689
Wilson, WY 83014

Applicant:

Jorgensen Associates, Inc.
PO Box 9550
Jackson, WY 83002

REQUESTS:

The applicant is submitting REVISED FINAL DOCUMENTS for a Final Plat for the property located at Lot 1, Westview Addition (Plat 1411), PIDN:22-41-16-32-1-AB-001

For questions, please call Tyler Valentine at 733-0440, x1305 or email to the address shown below. Thank you.

Please respond by:

August 30, 2022 (with Comments)

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



August 12, 2022

Tyler Valentine
Town of Jackson Planning Dept.
P.O. Box 1687, 150 E. Pearl Avenue.
Jackson, WY 83001
Via email: tvalentine@jacksonwy.gov

RE: P21-149 – The Batch Plant Townhome Addition Plat S/D Application – Response to Staff Comments/Requirements and submittal of revised plat.

Dear Mr. Valentine,

We are in receipt of all Town of Jackson staff conditions and comments as well as those from Title 22 Consultants and On Sight Land Surveying. The comments to the plat are addressed below; comments on the declaration of condominium will be addressed separately.

Joint Housing Department

(no comments on plat)

Town of Jackson Attorney

(No comment)

Town of Jackson Planning Department

Conditions:

1. Each townhome shall record the PUD Covenant against the lot – see attorney's response.

County Surveyor

General Content & Sheet 1:

- The word "Townhome" is now used consistently across the document.
- A hyphen has been added to the Mayor's name.
- The total project area is noted.

Sheet 2:

- The total project area is noted in the Land Use Summary which has been added to sheet 2.
- The monument has been confirmed to be within tolerance of the north boundary and the detail has been removed.
- The ties to the northeast corner have been clarified with the removal of the detail.
- The access issue has been resolved with the State of Wyoming.
- The 24' wide easement benefiting Lower Valley Energy has been vacated and removed.
- References to corner records of the CN 1/16th and NE 1/16th corners of section 32 have been added.
- Ties to county control points have been added to the map.

Police Department

(No comment)

Public Works Department/Town Engineer

Monumentation: monuments will be set by the time the plat is to be recorded or a bond will be filed.

Certificate of Owner:

1. Language has been added to also reference an Affidavit Affecting Title pertaining to the fulfillment of the requirements of the Development Agreement.
2. Language has been added to paragraph 12 (see item 4 below) to note the ownership of utility infrastructure is private
3. Language has been added granting access to emergency vehicles
4. Language has been added in paragraph 12 to reference the CCR document for the PUD which addresses shared utilities
5. Language has been added to the Certificate of Owner and linework has been added to sheet two showing the new Lower Valley Energy easement that will be granted contemporaneously with the plat.

Certificate of Engineer

1. Language has been added to the Certificate of Engineer as requested.

Notes

1. Language has been added to the Notes section as requested.
 - a. See item 4 under the Certificate of Owner section above.

Declaration of Covenants

1. Revisions to CCRs will be addressed by attorney.

Title 22 Consultants

Recommendations:

1. Paragraph 8: Paragraph 8 regarding the shared ownership of Lot 5 (common area) has been removed.
 - CC&R recommendations will be addressed by attorney.
2. Units vs. Lots
 - a. The reference to "units" has been replaced with a "Land Use Summary" which references "Lots".
 - b. & c. CC&R recommendations will be addressed by attorney.
3. Additional easement for the physical location of Batch Plant Road was approved by the State Board of Land Commissioners on August 4, 2022 and language has been added to paragraph 30 of the Certificate of Owner. Once the easement is recorded in the Teton County Clerk's Office, the document number will be added to this paragraph and the face of the map.
4. The vacation of the Lower Valley Power & Light easement recorded in Book 367 of Photo, pg.432 is in process with Lower Valley Energy and we expect to have it completed prior to plat recording.
5. CC&R recommendations will be addressed by attorney.
6. The Sugarfoot Farms Investors, LLC entity has been removed from the Certificate of Mortgagee.
7. The typo of the plat number has been corrected.

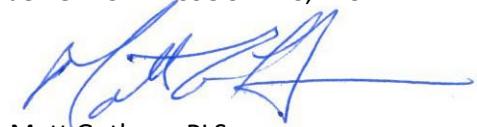
Comments/General Observations:

1. Language has been added to the Covenants addressing parking and language has been added to the to the Certificate of Owner regarding access over Lot 5 to Lots 1-4.

2. The plat title block has been revised from "A TOWNHOUSE SUBDIVISION" to "A SUBDIVISION".
3. The Lien has expired per state statute and therefore is not referenced on the plat.
4. Language has been added to the legend clarifying the lots served by the Limited Common Area-Stairs.

A revised copy of the plat is attached.

Sincerely,
JORGENSEN ASSOCIATES, INC.



Matt Gotham, PLS
Survey Manager

CERTIFICATE OF OWNER

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

- The undersigned, acting for and on behalf of Batch Plant Partners, LLC, a Wyoming limited liability company, owner and proprietor of the lands of this plat, Lot 1 of the Westview Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat 1411, hereby certifies that the foregoing subdivision is with its free consent and in accordance with their desires;
- that the name of this subdivision shall be BATCH PLANT TOWNHOME ADDITION TO THE TOWN OF JACKSON, which is a subdivision identical with Lot 1 of the Westview Addition to the Town of Jackson;
- that Lot 1 of the Westview Addition to the Town of Jackson is hereby vacated in accordance with Section 34-12-106 through Section 34-12-110, Wyoming Statutes and that in accordance with said Section 34-12-110, the Teton County Clerk is respectfully requested to write "VACATED" across said Lot 1 on Plat No. 1411;
- that the Common Area, being that portion of the subdivision shown herein as Lot 5 and not otherwise identified as Limited Common Area (LCA) is hereby dedicated to the use and enjoyment of the owners of all Lots within this subdivision, and is subject to rights of ingress and egress for the owners of Lots 1 through 4;
- that the foregoing subdivision is subject to the following planning approvals: Sketch Plan (P15-096), Hillside Conditional Use Permit (P16-001), Planned Unit Development (P16-017), Development Plan (P16-085), & Housing Mitigation Plan (P21-018);
- that the foregoing subdivision is in accordance with, and subject to the terms and conditions of that Development Agreement of record in Book 943 of Photo, Pages 474-484, secondarily identified as Document 0922305 in the Office of Clerk of Teton County and to that Affidavit Affecting Title pertaining to the fulfillment of the requirements of said Development Agreement recorded contemporaneously with this Plat;
- that the foregoing subdivision is in accordance with, and subject to the terms and conditions of that Declaration of Covenants, Conditions, and Restrictions for Batch Plant Townhome Addition to the Town of Jackson, Wyoming to be recorded in said office of County Clerk at the time of recordation of this Plat;
- that access to sewer and water facilities, including pipelines, manholes, meters, and valves is hereby granted to the Town of Jackson;
- that access is hereby granted to emergency vehicles, including ambulances, fire fighting vehicles, and police, over and across the Lot 5 Common Area of this subdivision;
- that the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, the right to grant unto other parties non-exclusive easements for any purpose the undersigned deems necessary in, under, and across the foregoing subdivision and easements shown on this plat, as may be amended by the terms of the third party instruments that created such easements, provided that such future grants shall not cause unreasonable interference with the rights granted by this plat;
- that the undersigned owner hereby reserves unto itself, and its heirs, successors and assigns, and is hereby granted the right to ingress and egress over, upon, and across the foregoing subdivision, and the right to perform all construction activities necessary in, under, over, upon, and across the foregoing subdivision, including, but not limited to, grading, installation of infrastructure, landscaping, utilities and roadways and to store materials thereon and to make such other uses thereof as may be reasonably necessary and incidental to the completion of the foregoing subdivision;
- that Batch Plant Townhomes Addition contains private, shared utility infrastructure with the Westview Condominium Addition, Plat No. 1424 (being Lot 2 of the Westview Addition, Plat No. 1411) and such Shared Utility Infrastructure is governed by that Declaration of Covenants, Conditions, and Restrictions for Westview PUD, recorded as Document 0988615 in said Office;
- that the foregoing subdivision is SUBJECT TO or BENEFITS FROM the following of record in said Office:
- an easement upon the terms, conditions and provisions for right-of-way and purposes incidental thereto as granted to the State of Wyoming in a document recorded September 5, 1946, in Book 6 of Mixed Records, Pages 48-50 in the Office of Teton County Clerk.
- all matters as delineated on the Official Map of Survey - Property of Jack Corbin, on file and of record with the Teton County Clerk as Map T-38A.
- the terms, conditions and provisions as contained in the Agreement entitled "Spring Creek Improvement and Service District, by and between Spring Creek Improvement and Service District and Jackson Hole Choice Meats, Inc., dated May 27, 1998, recorded June 10, 1998, as Book 356, Page 161, Office of Teton County Clerk;
- an easement over said land for electric distribution circuits and incidental purposes as granted to Lower Valley Power and Light, Inc., recorded December 14, 1998 in Book 367, Page 432 in said Office of Teton County Clerk;
- all matters as delineated on the official map of survey prepared for JLC Development, LLC, on file and of record with said Teton County Clerk, as Map T-30F;
- the terms, conditions and provisions as contained in the Agreement entitled "Development Agreement" by and between F.S.D. Investments, LLC, a Wyoming limited liability company and Town of Jackson, dated March 20, 2017, recorded April 13, 2017, as Book 943, Page 474, Office of Teton County Clerk;
- an Assignment by and between F.S.D. Investments, LLC, a Wyoming limited liability company and Westview Partners, LLC, a Wyoming limited liability company, recorded June 25, 2019, as Document 0972279 in said Office of Teton County Clerk;
- the First Amendment to the Development Agreement, recorded June 25, 2019, as Document 0972280, in said Office of Teton County Clerk;
- an easement upon the terms, conditions and provisions contained therein for utilities and all rights incidental thereto as granted to Waybroad, LLC in that document recorded June 25, 2019, as Document 0972281 in said Office of Teton County Clerk;
- all matters as delineated on the Official Plat of Westview Addition to the Town of Jackson, of record with the Teton County Clerk as Plat No. 1411;
- Declaration of Covenants, Conditions, and Restrictions, for Westview PUD recorded April 10, 2020, as Document 0988615, in said Office of Teton County Clerk;
- terms and conditions of that pedestrian easement, recorded May 4, 2020, as Document 0989528, in said Office of Teton County Clerk;
- utility & pedestrian easement, including the terms and conditions contained therein, recorded as Document 0989529 in said Office of Teton County Clerk;
- electric and natural gas distribution easement to Lower Valley Energy to be recorded concurrently with this plat;
- mortgage held by Rocky Mountain Bank recorded as Document 0997089 and as modified by Document 1016856;
- the undersigned hereby reserves the right to create further easements for utility purposes within the subdivision;
- that access to the foregoing subdivision is from Wyoming Highway 22, via Batch Plant Road (County Road 22-14) as described in that easement recorded in Book 5 of Photo, Pages 374-375 and in that easement approved by the Wyoming State Board of Land Commissioners at a regular meeting on August 4, 2022;
- that this subdivision is subject to all easements, rights-of-way, reservations, agreements, restrictions and conditions of sight and or record, including, but not limited to, those shown herein;
- that the seller does not warrant to the purchaser that he or she shall have any rights to the natural flow of any stream within or adjacent to the subdivision;
- that Wyoming law does not recognize any riparian rights to the continued natural flow of any stream within or adjacent to the subdivision;
- that all rights under and by virtue of the homestead exemption laws of this State are hereby released and waived;

35. Batch Plant Partners, LLC, a Wyoming limited liability company

Signature by separate affidavit recorded concurrently with this plat.

CERTIFICATE OF MORTGAGEE

CONSENT OF MORTGAGEE, ROCKY MOUNTAIN BANK, BY SEPARATE AFFIDAVIT RECORDED CONCURRENTLY WITH THIS PLAT.

CERTIFICATE OF ENGINEER

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

I, Aaron F. Japel, a Wyoming Professional Engineer of Jackson, Wyoming hereby certify that the water distribution systems and sewage collection systems designed to serve the foregoing subdivision are connected to the Town of Jackson water and sewer systems, and that the water and sewer systems through the privately owned Westview Condominium water and sewer systems, and the private storm water collection system meet all applicable Federal, State and Town of Jackson requirements and standards; that said systems will be adequate and safe, providing that said systems have been constructed as designed, and operated and maintained correctly.

Aaron F. Japel
Wyoming Professional Engineer No. 10240

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

WITNESS my hand and official seal.

Notary Public
My commission expires:

Matthew P. Gotham
Wyoming Professional Land Surveyor No. 13002

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

WITNESS my hand and official seal.

Notary Public
My commission expires:

CERTIFICATE OF APPROVAL

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

I, the undersigned, do hereby approve, pursuant to Section 15-1-415 Wyoming Statutes, and the pertinent Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, the BATCH PLANT TOWNHOME ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council held on the ____ day of _____, 2021.

ATTEST:

TOWN OF JACKSON

Riley Taylor, Clerk

Hailey Morton-Levinson, Mayor

Brian T. Lenz, Engineer

Paul Anthony, Planning Director

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

WITNESS my hand and official seal.

Notary Public
My commission expires:

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

WITNESS my hand and official seal.

Notary Public
My commission expires:

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

WITNESS my hand and official seal.

Notary Public
My commission expires:

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

WITNESS my hand and official seal.

Notary Public
My commission expires:

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

WITNESS my hand and official seal.

JORGENSEN
JACKSON, WYOMING 307.733.5150
www.jorgeng.com

CERTIFICATE OF SURVEYOR

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

I, Matthew P. Gotham, a Wyoming Professional Land Surveyor, do hereby certify that the lands of this subdivision are identical with Lot 1, Westview Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat 1411; that by the authority of the owner of said Lot 1, Westview Addition to the Town of Jackson, said Lot 1, as shown on this plat is hereby vacated and reconfigured as BATCH PLANT TOWNHOME ADDITION TO THE TOWN OF JACKSON;

that to the best of my belief and knowledge, the dimensions of the land, buildings and common areas of the Batch Plant Townhome Addition To The Town of Jackson are correctly shown on this plat, and are from data collected during field surveys performed by Jorgensen Associates, P.C. under my direction during April, 2021 and from structural plans prepared by Jorgensen Associates of Jackson, WY;

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

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

WATER RIGHTS NOTES

GROUND WATER
GROUND WATER RIGHTS FOR MUNICIPAL WATER SUPPLY ARE APPURtenant TO THE LANDS OF THIS SUBDIVISION UNDER WELLS OWNED BY THE THE TOWN OF JACKSON; THE WELLS ARE LOCATED ON OTHER PROPERTIES; THOSE GROUND WATER RIGHTS WILL BE RETAINED.

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

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

APPLICANT & OWNER: SURVEYOR & ENGINEER:

Batch Plant Partners, LLC
Jorgensen Associates, P.C.
1315 Highway 89 S., Ste. 201
Wilson, WY 83014-0689
P.O. Box 9550
Jackson, Wyoming 83002
307-733-5150

LAND USE SUMMARY

TOTAL AREA: 0.29± ACRES
TOTAL NO. OF LOTS: 5
NO. OF RESIDENTIAL LOTS: 4
NO. OF COMMON AREA LOTS: 1

SHEET INDEX

SHEET	TITLE
1	CERTIFICATES, LAND USE INFORMATION, & GENERAL NOTES
2	OVERVIEW, NOTES, & VICINITY MAP

FINAL PLAT
BATCH PLANT TOWNHOME
ADDITION TO THE TOWN OF JACKSON
A SUBDIVISION
BEING IDENTICAL WITH
LOT 1, WESTVIEW ADDITION TO THE TOWN OF JACKSON
PLAT 1411

LOCATED IN THE
SW1/4 of NE1/4 Section 32
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

SHEET 1 OF 2
CERTIFICATES, LAND USE INFORMATION, & GENERAL NOTES
PREPARED BY: RF
LAST REVISED: 08/12/2022
MAP PREPARED: 04/21/2021
PROJECT NUMBER: 0904.2020.10

Frank Hess, Retired
Paul E. D'Amours**
Nicole G. Krieger*
Margaret A. R. Schwartz*
* Admitted in WY
** Admitted in WY, ID & CO

HESS D'AMOURS & KRIEGER, LLC
ATTORNEYS AT LAW
30 East Simpson St.
P.O. Box 449
Jackson, Wyoming 83001

(307) 733-7881 Phone
(307) 733-7882 Fax
nicole@hdkattorneys.com
Caroline Haines
Legal Assistant

August 12, 2022

Tyler Valentine
Town of Jackson Planning Dept.
P.O. Box 1687
150 E. Pearl Avenue
Jackson, WY 83001

Via email only to: tvalentine@jacksonwy.gov

**RE: P21-149 – Response to Staff Comments/Requirements and Submittal of
Revised Declaration of Covenants, Conditions and Restrictions for Batch Plant
Townhomes Addition to the Town of Jackson**

Dear Mr. Valentine,

I am in receipt of all Town of Jackson staff conditions and comments, as well as those requests/recommendations from Title 22 Consultants and On Sight Land Surveying.

My firm has made revisions to the Declaration of Covenants, Conditions, and Restrictions for Batch Plant Townhomes (the “CCRs”) to address each of the comments/requests, summarized below.

1. The CCRs have been revised to reference five (5) separate Lots – Lots 1 through 4 are Townhome Lots and Lot 5 is the Common Area Lot, which is owned by the Batch Plant Homeowner’s Association.
2. All references to a “Unit” or “Units” have been deleted to avoid any confusion between townhomes and condominiums. In addition, the word “Townhome” is used throughout with all references to “Townhouses” deleted.
3. The correct Declarant (Batch Plant Partners LLC, a Wyoming limited liability company) is listed.
4. Parking has been addressed in Article XIII
5. The CCRs have been revised to clarify that there are common utilities with the Westview Condominiums and utility expenses will be allocated per the approved Planned Unit Development. *See Article I, Section 17, Article II, Section 4, and Article XV.*

A revised copy of the CCRs is attached. Please note that a number of other changes have been made to these CCRs since they were last submitted to the Town of Jackson. These changes relate to the inner workings of the Association (e.g. Assessments, Association vs. Owner maintenance obligations, etc.), the transfer of the Property from the Declarant to the Association, and details related to allowed uses of the Property by Owners. Please let me know if you have any questions or would like to discuss further.

Sincerely,

/s/ Nicole G. Krieger
Nicole G. Krieger

cc: Matt Gotham, Frank Forelle

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BATCH PLANT TOWNHOMES ADDITION TO THE TOWN OF JACKSON**

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BATCH PLANT
TOWNHOMES ADDITION TO THE TOWN OF JACKSON**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BATCH PLANT TOWNHOMES ADDITION TO THE TOWN OF JACKSON (the “Declaration”) is made on this _____ day of _____, 2022 by Batch Plant Partners LLC, a Wyoming limited liability company, (the “Declarant”).

WHEREAS Declarant is the owner of certain property in Teton County, Wyoming, which is more particularly described as:

Lots 1, 2, 3, 4, and 5 of the Batch Plant Addition to the Town of Jackson, Wyoming (the “Batch Plant Townhomes” or the “Property”) according to Plat No. _____ recorded in the Office of the Teton County, Wyoming Clerk on _____, 2022.

WHEREAS The Property consists of four (4) single-family Townhome Lots and one (1) Common Area Lot.

NOW, THEREFORE Declarant hereby declares the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the Property, and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each Owner thereof.

ARTICLE I – DEFINITIONS

Section 1. “Articles” shall mean the Articles of Incorporation for the Batch Plant Homeowner’s Association.

Section 2. “Association” shall mean the Batch Plant Homeowner’s Association, a Wyoming nonprofit corporation, formed with the Wyoming Secretary of State on October 11, 2020.

Section 3. “Board of Directors” or “Board” shall mean the body responsible to the membership of the Association for operations of the Association. For purposes of clarity, Declarant shall exercise all rights and responsibilities of the Board as set forth herein until the sale of at least two (2) Lots to an Owner other than Batch Plant Partners, LLC.

Section 4. “Bylaws” shall mean the Bylaws for the Association.

Section 5. “Declarant” shall mean Batch Plant Partners, LLC, a Wyoming limited liability company.

Section 6. “Declarant Termination” shall mean the date upon which all of Declarant’s rights as identified herein shall terminate. At Declarant Termination, all of Declarant’s rights shall terminate and be vested in the Association, as governed by its Board of Directors. Declarant Termination shall occur at such time as at least two (2) of the Lots have been conveyed by Declarant to another person or other business entity (related or unrelated to Declarant) via a General or Special Warranty Deed. No further documentation of Declarant Termination is required.

Section 7. “Declaration” shall mean this Declaration of Covenants, Conditions, and Restrictions for Batch Plant Townhomes Addition to the Town of Jackson.

Section 8. “General Common Area” or “Common Area” shall mean Lot 5 of the Batch Plant Townhomes Addition to the Town of Jackson, including all improvements thereon.

Section 9. “Governing Documents” shall mean the Articles, the Bylaws, this Declaration, and any duly promulgated Rules and Regulations for Batch Plant Townhomes.

Section 10. “Limited Common Area” means those areas which are either limited to and reserved for the exclusive use of an Owner of a Townhome, or are limited to and reserved for the common use of more than one but fewer than all of the Townhome Owners. The Limited Common Area is designated on the Plat as “LCA.” LCA-Stairs-1 as shown on the Plat is the stairwell intended to serve Lots 1 and 2, and LCA-Stairs-2 as shown on the Plat is intended to serve Lots 3 and 4. The shared roofs of adjacent Townhomes (Lots 1/Lot 2 and Lot 3/Lot 4) are also Limited Common Area.

Section 11. “Lot” shall mean and refer to each of the Lots shown on the Plat for the Batch Plant Townhomes.

Section 12. “Owner” shall mean the record owner, whether one or more person or entity, of a fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 13. “Plat” shall mean the Plat for the Batch Plant Townhomes Addition of the Town of Jackson, recorded as Plat No. _____ in the Office of the Teton County, Wyoming Clerk.

Section 14. “Property” shall mean and refer to Lots 1 through 5 of the Batch Plant Townhomes Addition to the Town of Jackson, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 15. “Rules and Regulations” means the Rules and Regulations adopted by the Declarant or the Board for regulation of the Batch Plant Townhomes as set forth herein.

Section 16. “Townhome” shall mean a single Townhome dwelling located on a Lot.

Section 17. “Westview PUD” shall mean that Declaration of Covenants, Conditions and Restrictions for Westview PUD recorded in the Office of the Teton County, Wyoming Clerk on April 10, 2020 as Document No. 0988615.

ARTICLE II – PROPERTY RIGHTS AND USE OF PROPERTY

Section 1. **Owner's Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the right of Declarant, and thereafter the Association, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be deemed necessary by the Declarant or Association. Upon Declarant Termination, such dedication or transfer shall be approved by the Board upon written approval of not less than fifty percent (50%) of the Owners. A transfer of all or any part of the Common Area shall only be by written instrument recorded in the Office of the Teton County, Wyoming Clerk. Each Owner shall also have a right and easement of enjoyment in and to the Limited Common Area assigned to their Lot.

Section 2. **Ownership.** The ownership of any Lot may be held in any legally recognized manner or form, except under a time-sharing arrangement whereby less than one hundred percent (100%) of the fee simple interest in a Lot is sold or purchased upon some basis of limited time. Such time-sharing arrangements are inconsistent with the Declarant's desires and would tend to provide a degree of transientness and commercialism contrary to what is intended as a neighborhood residential development.

Section 3. **Delegation of Use.** Any Owner may delegate, in accordance with the Bylaws, their right of enjoyment to the Common Area and facilities to the members of their family, their tenants, or contract purchasers who reside on the Property; however, the Owner shall continue to be primarily liable for the actions and conduct of those persons permitted to enter or reside on the property.

Section 4. **Westview PUD.** The Property shall be owned, used, and conveyed subject to those obligations and restrictions contained in the Westview PUD.

Section 5. **Property for Residential Use Only.** The Property shall be used for single-family residential use only. Due to the limited area of the Property, the Board may impose Rules and Regulations limiting the overnight occupancy within any single Townhome. No commercial uses are allowed on the Property. A home business may be allowed only if: the home business is approved in writing by the Town of Jackson; no employees work within the Townhome; no clients or customers visit the Townhome; and no nuisance is caused to other Owners, which determination of nuisance shall be at the sole discretion of the Board. Rental of

Townhome Lots for periods of less than thirty-one (31) days in length is prohibited. Garages may not be used as living space.

ARTICLE III – MEMBERSHIP AND VOTING RIGHTS

Section 1. Batch Plant Homeowner's Association. Each Owner of the four (4) Townhome Lots shall, by virtue of their ownership of a Lot, become a Member of the Batch Plant Homeowner's Association, and shall have all rights and obligations of a Member as provided in the Articles and Bylaws, and as provided herein.

Section 2. Voting Rights. The voting membership of the Association shall be all Owners within the subdivision, and one vote is entitled for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members, but the vote for such lot shall be exercised as the Owners of that Lot determine, and in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV – ASSOCIATION MANAGEMENT

Section 1. Board of Directors. The Affairs of the Association shall be managed by a Board of Directors comprised of three (3) individuals, representing three (3) separate Lots. Directors shall be elected consistent with the Bylaws.

Section 2. Powers and Responsibilities of the Board. The Board shall have those powers and duties as set forth in this Declaration, the Bylaws, and in the Wyoming nonprofit corporation act.

ARTICLE V – ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. All Lot Owners, including Declarant, covenant and agree to pay to the Association the following Annual Assessments and Special Assessments as further described herein. Such assessments will be established and collected as hereinafter provided. The Annual and Special Assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. The Declarant is **not** exempt from assessments so long as it owns a Lot or Lots, and all assessments must be paid to the Association whether or not a Lot is occupied. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such Lot at the time when the assessment fell due. Failure of the Board to fix assessment amounts or rates or to deliver to an assessment notice to Owners shall not be deemed a waiver or release of the Owner's obligation to pay assessments.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in

the Property, and for the improvement and maintenance of the Common Areas and Limited Common Areas as determined by the Association. Annual Assessments shall be levied on Owners in accordance with a budget drafted by the Board and submitted to Owners no less than fifteen (15) days in advance of the Annual Meeting. The Annual Assessment shall be approved by at least fifty percent (50%) of Owners, subject to the provisions of Section 3 below, which approval shall occur at the Annual Meeting, or another meeting called for such purpose. Annual assessments shall be used to pay the following:

- (a) Insurance coverage as further detailed in Article VII below;
- (b) Building; Common Area; and Limited Common Area upkeep, maintenance, repair, and replacement;
- (c) Accounting, legal, professional, maintenance, and Association expenses;
- (d) Other expenses as detailed in the Association's budget.

Section 3. Maximum Annual Assessment.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment shall be _____ dollars (\$_____) per Lot, which shall be payable in equal monthly payments. The Declarant shall pay the annual assessment for all Lots owned by Declarant.

(b) Beginning January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment may be increased each year not more than twenty-five percent (25%) above the maximum assessment for the previous year at the discretion of the Board, without Owner approval, so long as the increase is consistent with the budget.

(c) The Board may increase the annual assessment more than twenty-five percent (25%) above the annual assessment for the previous year only upon a vote of at least fifty percent (50%) of the Owners who are voting in person or by proxy, at a meeting duly called for this purpose, or by written vote conducted pursuant to the Bylaws.

Section 4. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area or Limited Common Area, or to defray other, unanticipated costs related to the operation of the Association or the maintenance and upkeep of the Property which were not budgeted, and for which the Association does not have adequate reserves. A Special

Assessment under this Section 4 shall have the assent of at least fifty percent (50%) of the votes of Owners who are voting in person or by proxy at a meeting duly called for this purpose, or by written vote conducted pursuant to the Bylaws. Where a Special Assessment is to be levied on only certain of the Lots, only those impacted by the assessment are eligible to vote, and at least fifty percent (50%) of those Owners must vote in favor of the assessment.

Section 5. Notice and Quorum for Any Action Authorized Under Article IV, Section 3 and 4.

3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Article V, Section 3 and 4 of this Declaration shall be sent to all Owners not less than fifteen (15) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners, or of proxies entitled to cast seventy five percent (75%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be fifty percent (50%) of all Owners. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Annual and Special Assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly, semi-annual, or annual basis, provided, however, that the Board shall have the right and authority to levy a Special Assessments on fewer than all of the Lots where maintenance, repair or replacement of the Limited Common Area shared stairways and shared roofs is necessary. For example, if a new roof is needed for Lots 3 and 4, a Special Assessment may be levied only on those Lots, in accordance with Section 4 above.

Section 7. Date of Commencement of Annual Assessments; Due Dates; Estoppel Certificates. The Annual Assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot by Declarant. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the Annual Assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment and due dates for the same shall be sent to every Owner subject thereto. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by member of the Board setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Individual Assessments. The Board may impose an assessment against a single Lot for damages to the Limited Common Area, the Common Area, or to another Townhome caused by an Owner. Likewise, unpaid fines for violation of the Declaration or the Rules and Regulations may convert to an assessment against a Lot. Such individual assessments may be collected in the same manner as Annual and Special Assessments.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date, shall become a lien on the

property and bear interest from the due date at the rate of not more than eighteen percent (18%) per annum. The Board may allow for a lesser interest rate by resolution. The Association, by and through its attorney, property manager, or Board member may (but is not required to) file a Notice of Lien against a delinquent Lot Owner. The Association may further bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of their Lot. In any action for foreclosure, the Owner of the Lot being foreclosed upon shall be liable for reasonable costs and fees, including attorney's fees. The foregoing remedies shall be in addition to any other remedies provided by law for the enforcement of such assessment obligation.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be prior to all other liens filed, except that it shall be subject and subordinate to the lien of any mortgage recorded prior to the lien. The sale or transfer of any Lot shall not affect the assessment lien unless it is extinguished in foreclosure.

ARTICLE VI – ARCHITECTURAL CONTROL

No building, fence, wall, storage shed, or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition, or alteration (including color scheme, exterior materials, or fixtures) be made or installed 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 by the Board, or by an architectural committee composed of two (2) or more representatives appointed by the Board.

Approval of any such modification shall be based on whether the addition or alteration is in harmony with the other, approved buildings on the Property. In the event an Owner acts in violation of this Article VI, the Board may require the Owner to modify any construction, finishes, fixtures, or the like. If the Owner fails or refuses to make such modifications, the Board may, at its sole discretion, perform the modifications and charge the Owner for the associated costs, which charges shall become an assessment on the Lot. In addition, the Board may file a Notice in the Land Records of Teton County for any Lot that remains out of compliance with this Architectural Control section after the Lot Owner has been provided at least thirty (30) days' notice to modify noncompliant construction, improvements, or fixtures.

ARTICLE VII – INSURANCE

Section 1. Association Insurance. The Board shall obtain and maintain insurance coverage for the Property as follows:

- (a) Property casualty insurance covering damage and destruction to the Common and Limited Common Areas, and those portions of the Townhomes for which the Association is obligated for repair and replacement as further described in Article XIV

below. Such insurance shall be in accordance with the coverage customarily maintained by other townhome properties similar in construction, design, and use. The casualty policy shall include fire and extended coverage and shall be in an amount the Board deems appropriate.

(b) A policy of broad form comprehensive liability insurance in such amounts as deemed appropriate by the Board.

(c) Director's and Officer's Insurance.

(d) Other policies of insurance as the Board deemed appropriate.

Section 2. Owner Insurance. Owners shall obtain insurance coverage to cover the maintenance, repair, and replacement of the interiors of all Townhomes, which insurance shall provide coverage for all portions of the Townhome that the Owners are required to maintain, repair, and replace as set forth in Article XIV below. Owners are encouraged to cover any upgrades to their Townhome, as well as to retain personal property and liability insurance.

ARTICLE VIII — ANIMALS

Only two (2) household pets (including dogs, cats, and other pets as may be approved by the Board, in its sole discretion) are allowed on any Lot. All pets must be restrained or leashed at all times, and may be subject to such further limitations as may be set forth in the Rules and Regulations. Because of the small size of the Property and the close proximity of Owners to one another, such Rules and Regulations may further reduce the allowable number of pets, restrict the type of pet, or require that such pets be confined indoors. Litters of puppies or kittens may remain on the premises for no more than forty-five (45) days, after which time the limit of two (2) household pets must be adhered to. In the event of any violation of these provisions or Rules and Regulations adopted by the Board, or any other pet-related nuisance involving an Owner or their tenant, as determined by the Board in its sole discretion, the Board shall have the right to fine the Owner in accordance with a duly adopted fine schedule, and also to demand immediate removal of the animal(s) from the Property at the expense of the Owner.

ARTICLE IX – PROHIBITED STRUCTURES

No house trailer, mobile home, tent, teepee, truck camper, recreational vehicle, boat or other similar structures shall be placed or maintained on the Property. The term "trailer home" or "mobile home" as used herein shall mean any building or structure with wheels and/or axles, and any vehicle, used at any time, or constructed so as to permit its use for transport upon the public streets or highways, and constructed in a manner so as to permit occupancy as a dwelling or sleeping place for one or more persons. "Trailer home" or "mobile home" shall also mean any such building, structure or vehicle, whether or not wheels and/or axle have been removed, after such building, structure or vehicle has been placed either temporarily or permanently upon a foundation.

ARTICLE X – SIGNS AND LIGHTS

No signs shall be placed or maintained on any Lot within the Property except: (i) a sign identifying the Owner or occupant of a Lot, which sign shall not exceed one (1) square foot; and (ii) a sign advertising the premises for sale or rent or open for inspection, which sign shall not exceed three (3) square feet. Any exterior light must be arranged so as to reflect the light away from neighboring Lots and away from the vision of passing motorists.

ARTICLE XI – OUTSIDE ACTIVITIES

No outside clotheslines or other outside clothes drying whatsoever shall be permitted. There shall be no exterior fires on the Property with the exception of barbeques contained within receptacles designed for such fires, and such additional fires as may be permitted by the Rules and Regulations. No barbeque or grill shall be allowed on any deck or landing, or within any garage. There shall be no outside recreational or playground equipment permitted, except upon written approval of the Board, which written approval may contain limitations or restrictions. There shall be absolutely no outside storage permitted and no outside cutting of firewood on the Properties. No outside mechanical and/or maintenance work be performed without the express written consent of the Board. The Board may further regulate outside activities in the Rules and Regulations to protect the safety, cleanliness, and aesthetics of the Property.

ARTICLE XII – WASTE AND TRASH DISPOSAL

All garbage and trash shall be placed and kept in covered containers which shall be maintained so as not to be visible from neighboring Lots. The collection and disposal of garbage and trash shall be arranged by the Association, and all Lots will share in the cost of regular trash removal. Where a Townhome is vacant for an extended period, the Owner may request the Board allow its trash removal to be placed on hold, which request will be accommodated if possible if the same does not result in additional costs for other Owners. The maintenance of accumulated plant material waste is prohibited.

ARTICLE XIII – PARKING

Space for parking outside of garages on the Property is extremely limited. All vehicles shall be parked inside the Townhome's garage unless otherwise allowed under the Rules and Regulations. In no instance shall outdoor parking block or impede the ingress and egress for other Owners, or create any impediment for emergency access. Where a violation of this Article XIII occurs and is not promptly remedied, the Board may tow the offending vehicle, which expense shall be billed to the Owner (and if unpaid shall be treated as an assessment on the Lot). The Board may enact additional Rules and Regulations further specifying parking rules as it deems necessary to address parking needs of Owners and to further address access and safety issues that may arise from time to time.

ARTICLE XIV – MAINTENANCE

Section 1. **Common Area.** The Association shall maintain the Common Area.

Section 2. **Limited Common Area.** Maintenance, repair and replacement of the roofs and stairwells that are Limited Common Area shall be the obligation of the Association. All other improvements that may be located within the Limited Common Areas are the responsibility of the Owner of the improvements.

Section 3. **Townhomes.**

(a) The Association shall perform exterior maintenance upon each Lot as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces (including trim and siding), and all other exterior improvements. Such exterior maintenance shall not include any exterior glass surfaces or doors, which are the obligation of each Owner.

(b) Owners shall be solely responsible for all interior maintenance, repair, and replacement which shall including but not limited to: windows (including sills, seals, framing, casing, and window/sliding door flashing), screens, doors, door jambs, thresholds, garage doors, interior surfaces, drywall, flooring and ceilings, fixtures, appliances, cabinetry, and equipment installed within a Townhome, as well as all plumbing and electric for each Townhome at the point where they enter the Lot, non-shared plumbing and electric within a party wall; and water lines from the curb stop to the Townhome. Any replacement that is the obligation of Owners that is visible on the exterior of the Townhome must be approved in advance by the Board to ensure consistency between Townhomes.

Section 4. Landscaping. Landscaping of the Common Area will be maintained by the Association, which may include sprinkler systems and other related items. Owners may install and maintain their own landscaping at their sole expense, so long as the landscaping has been approved in advance by the Board.

Section 5. Owner Liability. Where the need for maintenance or repair of any part of the Property or any Townhome that is the obligation of the Association is caused through the willful or negligent acts of an Owner, or the Owner's family, guests, invitees, or tenants, the Owner shall be solely liable for the costs of such maintenance or repair. If such costs are not promptly paid by the Owner at the request of the Association, the costs shall be added to and become part of the assessment to which such Owner's Lot is subject.

ARTICLE XV – UTILITIES

As further described in the Westview PUD, the Property contains private, shared utility infrastructure with the Westview Condominium Addition per Plat No. 1424 recorded in the Office of the Teton County, Wyoming Clerk. The Association and all Owners shall comply with the use of, and required cost-sharing for, this shared utility infrastructure as set forth in Paragraph 3 of the Westview PUD.

ARTICLE XV – GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, 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 this Declaration or any amendment thereto, as well as any duly promulgated Rule and Regulation. Every Owner hereby consents to the entry of an injunction against them, or their tenants or guests, to terminate and restrain any such violation. Any violation of this Declaration or the Rules and Regulations by a Tenant is the responsibility of the Owner.

If an Owner is determined by a court of competent jurisdiction, or by a duly appointed arbitrator, to have violated this Declaration or the Rules and Regulations, or allowed a Lot to be used, developed, or neglected in violation of this Declaration or the Rules and Regulations, the Owner shall pay all costs incurred by the Association or other Owner(s) in enforcement, including reasonable attorney's fees, costs, and expenses.

In addition to the above rights of enforcement, the Board may enact a Fine Policy and Fine Schedule which may be used to address violations of any provisions of the Governing Documents without resorting to the court process. Any such fine policy shall provide reasonable due process for Owners. Fines that remain unpaid thirty (30) days after coming due shall be treated as an assessment on the Lot, which assessment shall be treated in the same manner as Regular and Special Assessments, as detailed in Article V above.

Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Rules and Regulations. The Board may enact reasonable Rules and Regulations governing activities and behavior for the Property including, but not limited to, rules related to: noise control; television antennas; pets; renters and guests; barbecues and fire pits; garbage collection and storage; outside storage; parking; and the like.

Section 3. Indemnification. Neither the Declarant, the Board of Directors, nor the member of any committee appointed by the Board shall be liable to any party for any action or inaction with respect to any provision of the Governing Documents, provided such individuals acted in good faith. All such individuals shall be indemnified and held harmless by the Owners from liability, damages, and expenses, including reasonable attorney's fees, for any decision or action they may make while acting within the scope and course of their duties.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years. The Declarant, in its sole discretion, shall have the right to amend this Declaration for the purpose of subjecting additional properties to this Declaration. This Declaration may be amended by the written approval of not less than fifty percent (50%) of the Lot owners. Any such amendment shall be recorded in the Office of the Teton County Clerk.

Section 6. Easements. Easements in, on, over, across and above the Common Area are hereby reserved by the Declarant, and upon Declarant Termination by the Association, for utility and construction purposes, and such other uses and purposes as the Declarant or the Association may deem necessary or appropriate for the service of and to the Property. The Declarant reserves the exclusive right to create and assign any and all of said easements and developer rights.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the undersigned Declarant has duly executed this Declaration this _____ day of _____, 2022.

Batch Plant Partners, LLC, a Wyoming limited liability company:

By:

Frank Forelle, Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this _____ day of,
_____ 2022 by Frank Forelle, as Manager of Batch Plant Partners, LLC, a
Wyoming limited liability company.

Witness my hand and official seal.

Notary Public
My Commission Expires: _____