



# **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
- Joint Housing Dept

**Teton County**

- Planning Division

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

**State of Wyoming**

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

**Federal Agencies**

- Army Corp of Engineers

**Utility Providers**

- Qwest
- Lower Valley Energy
- Bresnan Communications

**Special Districts**

- START
- Jackson Hole Fire/EMS
- Irrigation Company

Date: November 22, 2022

Item #: P22-277

Planner: Tyler Valentine

Phone: 733-0440 ext. 1305

Email: [tvalentine@jacksonwy.gov](mailto:tvalentine@jacksonwy.gov)

**Owner**

Town of Jackson  
PO Box 1687  
Jackson, WY 83001

**Applicant**

Jorgensen Assoc.-Matt Gotham  
PO Box 9550  
Jackson, WY 83002

**REQUESTS:**

The applicant is submitting a request for a Subdivision Plat for the properties located at 430 and 440 W. Kelly Ave., legally known as LOT 3, BLK. 6, KARNS 4TH ADDITION and LOT 4, BLK. 6, KARNS 4TH ADDITION PIDNs 22-41-16-33-1-69-002, and 22-41-16-33-1-69-001

For questions, please call Tyler Valentine at 733-0440, x1303 or email to the address shown below. Thank you.

**Please respond by: December 6, 2022 (sufficiency)  
December 13, 2022 (with comments)**

**RESPONSE:** For Departments not using Trak-it, please send responses via email to:  
[alangley@jacksonwy.gov](mailto:alangley@jacksonwy.gov)



November 17, 2022

Town of Jackson Planning Dept.  
P.O. Box 1687  
150 E. Pearl Avenue  
Jackson, WY 83001  
-Digitally Delivered to [planning@jacksonwy.gov](mailto:planning@jacksonwy.gov)-

**RE: 440 West Kelly Condominium Addition Subdivision Plat Application**

Dear Staff,

Attached for sufficiency review, please find one copy of the Subdivision Plat Application for the 440 West Kelly Condominium Addition to the Town of Jackson which we are submitting on behalf of Post Company and 440 West Kelly Partners, LLC. This subdivision application is for twelve (12) condominiums located on lots 3 and 4 within block 6 of the Karns 4<sup>th</sup> addition. This property is not located near any known fault lines. A digital copy of this submittal will be sent to you electronically.

- Planning Permit Application and Narrative Response to Checklist
- Jorgensen Associates, Inc. Check No. 14145 for application fees
- Draft Plat Map
- Title Report
- Application Support Materials
- Park Exactions and School Exactions
- Documents To Be Recorded

Once we receive a sufficiency determination, we will provide any updates you request to the application in electronic format, and/or hard copies as requested in the number and type you would like for distribution to review agencies. Please call me if you have any questions, or if you require additional information at this time. Thank you for your assistance.

Sincerely,

JORGENSEN ASSOCIATES, INC.

Matt Gotham, Surveying Manager – Principal Surveyor

## **Narrative: 440 West Kelly Condominium Addition to the Town of Jackson Subdivision Plat (S/D)**

### **Subdivision Summary**

This Subdivision Plat (S/D) application is for the 440 West Kelly Condominium Addition to the Town of Jackson. This development is partnered with Roller Development, Studio Tack, and Jackson/Teton County Affordable Housing and will provide 12 deed restricted workforce housing units for households working in Teton County. The Town of Jackson provided the land for this development.

### **A. FINDINGS FOR APPROVAL**

Division 8.5.4 Subdivision Plat Findings for Approval

- 1. Is in substantial conformance with an approved development plan or development option plan or is a condominium or townhouse subdivision of existing physical development;***

This Subdivision Plat Application does not require a Development Plan according to Section 2.2.9.D.4 of the Town of Jackson Land Use Development Regulations (LDRs) because this application is for a Condominium/Townhouse plat of existing physical development. **Complies.**

- 2. Complies with the standards of this Section;***

This Subdivision Plat Application complies with all the standards required by Division 8.5.4. of the LDRs. **Complies.**

- 3. Complies with the subdivision standards of Division 7.2.; and***

This Subdivision Plat complies with the development standards required by Division 7.2. Subdivision Standards of the LDRs, such as requirements for: new roads; water and sewer infrastructure; utilities; parks; and other physical improvements necessary to safely serve newly subdivided property and to minimize impacts on existing community services and infrastructure. This Subdivision Plat Application reflects the guidance of the Applicant's Design Team, the ToJ Staff, and acceptance by Town Council. **Complies.**

- 4. Complies with all other relevant standards of these LDRs and other Town Ordinances.***

This Subdivision Plat is in compliance with all relevant standards of the LDRs and Town Ordinances. **Complies.**

### **B. GENERAL INFORMATION**

**Title Report** – An Ownership and Exceptions Title Report is included in this application.

### C. INITIAL SUBMITTAL

This application is for one new Subdivision Plat: 440 West Kelly Condominiums Addition to the Town of Jackson.

1. **Draft Plat Map** – Draft subdivision plats or maps of survey prepared in association with a Subdivision Plat or application shall contain the information required by State statute and Section 8.5.4 Subdivision Plat.
2. **Notice of Intent** – Applicant has published “Notice of Intent to Subdivide” in the Jackson Hole News and Guide, once each week for 2 weeks within 30 calendar days prior to filing this application, pursuant to Wyoming statutes as amended. Evidence of Notice of Intent is included with this application.
3. **Subdivision Improvement Agreement** – None.
4. **Documents to be Recorded** – Applicant has included draft copies of the following documents to be recorded concurrently with this application:
  - a. Declaration of Condominium for 440 West Kelly Condominiums
  - b. Special Restrictions for Workforce Ownership Housing
  - c. Employee Right of Purchase Agreement



**PLANNING PERMIT APPLICATION**  
**Planning & Building Department**

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

***For Office Use Only***

Fees Paid \_\_\_\_\_

Date & Time Received \_\_\_\_\_

Application #s \_\_\_\_\_

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

**PROJECT.**

Name/Description: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Lot, Subdivision: \_\_\_\_\_ PIDN: \_\_\_\_\_

**PROPERTY OWNER.**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ ZIP: \_\_\_\_\_

E-mail: \_\_\_\_\_

**APPLICANT/AGENT.**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ ZIP: \_\_\_\_\_

E-mail: \_\_\_\_\_

**DESIGNATED PRIMARY CONTACT.**

\_\_\_\_\_ Property Owner \_\_\_\_\_ Applicant/Agent

**TYPE OF APPLICATION.** Please check all that apply; review the type of application at [www.townofjackson.com/200/Planning](http://www.townofjackson.com/200/Planning)

**Use Permit**

Basic Use

Conditional Use

Special Use

**Relief from the LDRs**

Administrative Adjustment

Variance

Beneficial Use Determination

Appeal of an Admin. Decision

**Physical Development**

Sketch Plan

Development Plan

Design Review

**Subdivision/Development Option**

Subdivision Plat

Boundary Adjustment (replat)

Boundary Adjustment (no plat)

Development Option Plan

**Interpretations**

Formal Interpretation

Zoning Compliance Verification

**Amendments to the LDRs**

LDR Text Amendment

Map Amendment

**Miscellaneous**

Other: \_\_\_\_\_

Environmental Analysis

**PRE-SUBMITTAL STEPS.** To see if pre-submittal steps apply to you, go to [www.townofjackson.com/200/Planning](http://www.townofjackson.com/200/Planning) and select the relevant application type for requirements. Please submit all required pre-submittal steps with application.

Pre-application Conference #: \_\_\_\_\_ Environmental Analysis #: \_\_\_\_\_  
Original Permit #: \_\_\_\_\_ Date of Neighborhood Meeting: \_\_\_\_\_

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

Have you attached the following?

**Application Fee.** Fees are cumulative. Go to [www.townofjackson.com/200/Planning](http://www.townofjackson.com/200/Planning) and select the relevant application type for the fees.

**Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at <http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-PDF>.

**Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at [www.townofjackson.com/200/Planning](http://www.townofjackson.com/200/Planning) under the relevant application type.

**Note:** Information provided by the applicant or other review agencies during the planning process may identify other requirements that were not evident at the time of application submittal or a Pre-Application Conference, if held. Staff may request additional materials during review as needed to determine compliance with the LDRs.

Under penalty of perjury, I hereby certify that I have read this application and associated checklists and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize representatives of Teton County to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.

\_\_\_\_\_  
Signature of Property Owner or Authorized Applicant/Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Title



Town of Jackson  
150 E Pearl Avenue  
PO Box 1687, Jackson, WY 83001  
P: (307)733-3932 F: (307)739-0919  
www.jacksonwy.gov

Date: 02/07/2022

## LETTER OF AUTHORIZATION

### NAMING APPLICANT AS OWNER'S AGENT

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

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

Address of Premises: 430 & 440 W. Kelly Ave., Jackson, WY

Legal Description: Lots 3-4, Blk. 6, Karns 4th Addition to the Town of Jackson, Plat 143. Teton County, Wyoming  
Please attach additional sheet for additional addresses and legal descriptions

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

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

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

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

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

Development/Subdivision Plat Permit Application       Building Permit Application

Public Right of Way Permit     Grading and Erosion Control Permit     Business License Application

Demolition Permit       Other (describe) \_\_\_\_\_

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

Property Owner Signature

*Tyler Sinclair  
Tet in Town Manager*

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

STATE OF Wyoming )

)

) SS.

COUNTY OF Teton )

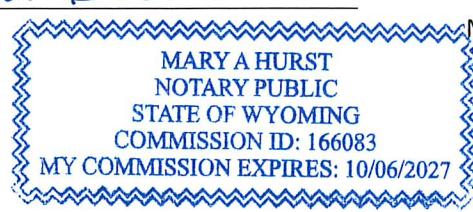
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The foregoing instrument was acknowledged before me by Tyler Sinclair this 22nd day of November, 2022. WITNESS my hand and official seal.

Mary A Hurst

Notary Public

My commission expires: 10/06/2027



Issued To:

Jorgensen Associates, PC  
1315 HWY 89 S., Suite 201  
Jackson, WY 83002

Report No.: W-28460  
Effective Date: September 30, 2022  
Current Date: October 12, 2022  
Cost: \$250.00

Project Reference: 22175.16

Property Address: 440 West Kelly Avenue, Jackson, WY 83001  
430 West Kelly 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:

Town of Jackson, a Wyoming municipal corporation

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

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

Issued By:

WYOMING TITLE & ESCROW, INC.

Christina Feuz, President

Phone: 307.732.2983

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

Wyoming Title & Escrow  
Ownership and Encumbrance Report  
Report No.: W-28460

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Lots 3 and 4 of Block 6 of the Fourth Karns Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on June 7, 1955 as Plat No. 143.

PIDN: 22-41-16-33-1-69-001, 22-41-16-33-1-69-002

Wyoming Title & Escrow  
Ownership and Encumbrance Report  
Report No.: W-28460

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

1. Taxes, special and general, assessment districts and service areas for the year 2022.

Tax ID No.: OJ-008596 (Lot 3)  
1st Installment: \$2,972.71 DUE  
2nd Installment: \$2,972.71 OPEN

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

There is no interest on the 1st half if the entire tax is paid in 1 full payment on or before December 31st of the tax year.

2. Taxes, special and general, assessment districts and service areas for the year 2022.

Tax ID No.: OJ-008595 (Lot 4)  
1st Installment: \$2,972.71 DUE  
2nd Installment: \$2,972.71 OPEN

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

There is no interest on the 1st half if the entire tax is paid in 1 full payment on or before December 31st of the tax year.

3. All matters as delineated on the Official Plat of Fourth Karns Addition, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 143.

[Plat No. 143](#)

Including but not limited to Covenants, Conditions, Restrictions as contained within Dedication on Plat: "Said Premises shall not be used for basement houses nor shall any permanent residence of one or two stories be erected on these premises of a cost of less than \$8,500.00 or not less than 850 square feet of floor surface. A Structure shall be construed as permanent within the meaning of this provision if it has continued for longer than one year, and the above mentioned restrictions are assumed by the grantee and future grantees and made a covenant running with the land."

4. Terms and Conditions of Encroachment Agreement, by and between James A. and Penny M. Creasy, Jesse and Daisy Tucker, and Breton J. Bommer and Keeley A. Bommer, recorded April 7, 1995, as (book) 303 (page) 1017, Official Records.

[B303P1017](#)

5. Lease, dated June 25, 2020, between Town of Jackson, a Wyoming municipal corporation, as Lessor, and 440 W Kelly Partners LLC, a Wyoming limited liability company, as Lessee, on the terms and conditions contained therein, recorded July 31, 2020, as (instrument) 0995408, and recorded on August 27, 2020 as (instrument) 0997345, Official Records.

[0995408; 0997345](#)

6. Mortgage and Fixture Filing to secure an indebtedness and any other obligations secured thereby in the amount of \$5,185,000.00, dated May 13, 2021, recorded May 14, 2021, as (instrument) 1015145, Official Records.

Mortgagor: 440 W Kelly Partners LLC, a Wyoming limited liability company  
Mortgagee: Bank of Jackson Hole  
[1015145](#)

Wyoming Title & Escrow  
Ownership and Encumbrance Report  
Report No.: W-28460

7. An assignment of all the money due or to become due as rental, as additional security for the obligations secured by the Deed of Trust shown hereinabove was assigned to Bank of Jackson Hole , recorded May 14, 2021, as (instrument) 1015146, Official Records.

[1015146](#)

8. Deed of Trust to secure an indebtedness of an undisclosed amount, dated June 24, 2022, recorded July 21, 2022, as (instrument) 1042971, Official Records.

Trustor: West Kelly Partners, LLC  
Trustee: Public Trustee of Teton County, Wyoming  
Beneficiary: Shaw Construction of Wyoming LLC

[1042971](#)

9. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, recorded May 20, 2022, as (instrument) 1036694, Official Records.

[1036694](#)

\*\*\*\*\* End of Exceptions \*\*\*\*\*

## DEDICATION

COUNTY OF TETON

325'

PEAKL STREET

4	3	2	1	8
5	6	7	8	9

CLEYO KARNS

7.53 ACRES

SIMPSON

9

AVENUE

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JACKSON

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KELLY

STREET

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## CERTIFICATE OF OWNER

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

The undersigned, acting for and on behalf of 440 W Kelly Partners LLC, a Wyoming limited liability company, lease-holder and proprietor of the lands of this plat, Lots 3 and 4 of Block 6 of the Fourth Karns Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on June 7, 1955 as Plat No. 143, hereby certify that the foregoing subdivision is with their free consent and in accordance with their desires;

that the name of this subdivision shall be 440 WEST KELLY CONDOMINIUM ADDITION TO THE TOWN OF JACKSON, which is a condominium subdivision identical with Lots 3 and 4 of Block 6 of the Fourth Karns Addition to the Town of Jackson;

that said Lots 3 and 4 of Block 6 of the Fourth Karns Addition to the Town of Jackson are hereby vacated in accordance with Section 34-12-106 through Section 34-12-110, Wyoming Statutes and that in accordance with said Section 34-12-110, said Clerk is respectfully requested to write "VACATED" across said Lots 3 and 4 on Plat No. 143;

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

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

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

that the foregoing subdivision is in accordance with, and subject to the terms and conditions of that "Declaration of Condominium for 440 West Kelly Condominium Addition to the Town of Jackson, Wyoming" to be recorded in said office of County Clerk at the time of recordation of this plat;

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

that the foregoing subdivision is subject to Special Restrictions for Workforce Ownership Housing to be recorded on Units 1-12 at the time of recordation of this plat;

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

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

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

that an access easement across the driveways located within this subdivision is hereby granted to emergency vehicles included ambulances, fire fighting vehicles, and police vehicles.

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

(from Wyoming Title & Escrow Title Insurance Company Ownership and Encumbrance Report No. W-28460)

all matters as delineated on the Official Plat of Fourth Karns Addition, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 143;

the Terms and Conditions of Encroachment Agreement, by and between James A. and Penny M. Creasy, Jesse and Daisy Tucker, and Breton J. Bonner and Keeley A. Bonner, recorded April 7, 1995, as (book) 303 (page) 1017, Official Records;

a Lease, dated June 25, 2020, between Town of Jackson, a Wyoming municipal corporation, as Lessor, and 440 W Kelly Partners LLC, a Wyoming limited liability company, as Lessee, on the terms and conditions contained therein, recorded July 31, 2020, as (instrument) 0995408, and recorded on August 27, 2020 as (instrument) 0997345, Official Records;

an assignment of all the money due or to become due as rental, as additional security for the obligations secured by the Deed of Trust was assigned to Bank of Jackson Hole, recorded May 14, 2021 as (instrument) 1015146, Official Records;

a Deed of Trust to secure an indebtedness of an undisclosed amount, dated June 24, 2022, recorded July 21, 2022, as (instrument) 1042971, Official Records;

an easement over said land for electronic distribution circuits and incidental purposes, as granted to Lower Valley Energy, recorded May 20, 2022, as (instrument) 1036694, Official Records

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

that access to the foregoing subdivision is via adjacent W. Kelly Avenue, as shown hereon;

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

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

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

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

440 W Kelly Partners LLC, a Wyoming limited liability company

Signature by separate affidavit recorded concurrently with this plat.

## CERTIFICATE OF ENGINEER

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

I, Randolph R. Schrauder, Jr, a Wyoming Professional Engineer of Jackson, Wyoming hereby certify, that the water distribution systems, sewage collection systems, and stormwater systems designed to serve the foregoing subdivision are connected to the Town of Jackson water, sewer, and stormwater systems and they 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.

## CERTIFICATE OF SURVEYOR

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

I, Matthew P. Gotham, a Wyoming Professional Land Surveyor, do hereby certify, that the lands of this subdivision are identical with Lots 3 and 4 of Block 6 of the Fourth Karns Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat 143;

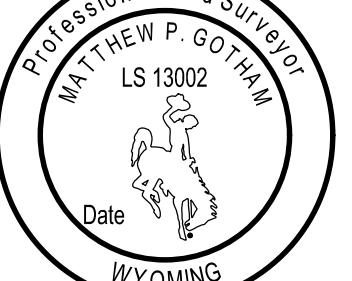
that by the authority of the owner of said Lots 3 and 4 of Block 6 of the Fourth Karns Addition to the Town of Jackson, as shown on this plat are hereby vacated and reconfigured as 440 WEST KELLY CONDOMINIUM ADDITION TO THE TOWN OF JACKSON;

that to the best of my belief and knowledge, the dimensions of the land, building, common elements, and individual airspace units of the 440 West Kelly Condominium Addition To The Town of Jackson are correctly shown on this plat, and are from data collected during field surveys performed by Jorgensen Associates, Inc. and my resection during October, 2022 and from architectural plans prepared by Farmer Payne Architects of Jackson, WY;

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

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

WITNESS my hand and official seal.



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 )

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 440 WEST KELLY CONDOMINIUM ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council held on the \_\_\_\_ day of \_\_\_\_ 2022;

ATTEST:

TOWN OF JACKSON

Riley Taylor, Clerk

Hailey Morton Levinson, Mayor

Notary Public  
My commission expires:

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 Riley Taylor, 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.

## NOTES

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

The units of the foregoing subdivision are protected by an approved interior fire sprinkler system.

Under current Town of Jackson regulations, and the approved final development agreement, no further subdivision of the lands or units of this subdivision is allowed.

The following statement is included on this plat in accordance with Wyoming statute: "The surface estate of the land to be subdivided is subject to full and effective development of the mineral estate."

Elevations shown within this plat are referenced to the NAVD 1988 datum.

No fault line exists on the subject property

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

NO PUBLIC MAINTENANCE OF PARKING, ROADS OR DRIVES

NO PUBLIC MAINTENANCE OF SIDEWALKS AND RAMPS

## WATER RIGHTS NOTES

GROUND WATER

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

Wyoming law does not recognize any riparian rights to the continued natural flow of a stream or river for persons living on the banks of a stream or river.

Seller does not warrant to purchaser that the purchaser shall have any rights to the natural flow of any stream or river within or adjacent to the proposed subdivision.

## APPLICANT &amp; LEASE-HOLDER:

440 W Kelly Partners, LLC  
PO Box 13707,  
Wilson, WY 83002

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

## SURVEYOR:

SCG Engineering  
PO Box 6482  
Jackson, WY 83002  
307-413-3499

Farmer Payne  
PO Box 381  
Jackson, Wyoming 83001  
307-413-3276

## CIVIL ENGINEER:

SCG Engineering  
PO Box 6482  
Jackson, WY 83002  
307-413-3499

## ARCHITECT:

Farmer Payne  
PO Box 381  
Jackson, Wyoming 83001  
307-413-3276

## UNIT SUMMARY

TOTAL NO. OF UNITS: 12

NO. OF RESIDENTIAL UNITS: 12

## SHEET INDEX

SHEET	TITLE
1	CERTIFICATES, LAND USE INFORMATION, & GENERAL NOTES
2	OVERVIEW, NOTES, & VICINITY MAP
3	1ST FLOOR LEVEL PLAN VIEW, NOTES
4	2ND FLOOR LEVEL PLAN VIEW, NOTES
5	3RD FLOOR LEVEL PLAN VIEW, NOTES
6-10	SECTIONS A-J (10 SECTIONS TOTAL)

## 440 WEST KELLY CONDOMINIUM ADDITION TO THE TOWN OF JACKSON

A CONDOMINIUM SUBDIVISION IDENTICAL WITH LOTS 3 & 4, BLOCK 6, OF THE FOURTH KARNS ADDITION TO THE TOWN OF JACKSON

LOCATED WITHIN  
SW1/4 NE1/4 OF SECTION 33  
T.41N., R.116W., 6th P.M.  
Teton County, Wyoming

Sheet 1 Of 10

CERTIFICATES, LAND USE INFORMATION, & GENERAL NOTES

LAST REVISED: 11/18/2022  
MAP PREPARED: 10/13/2022

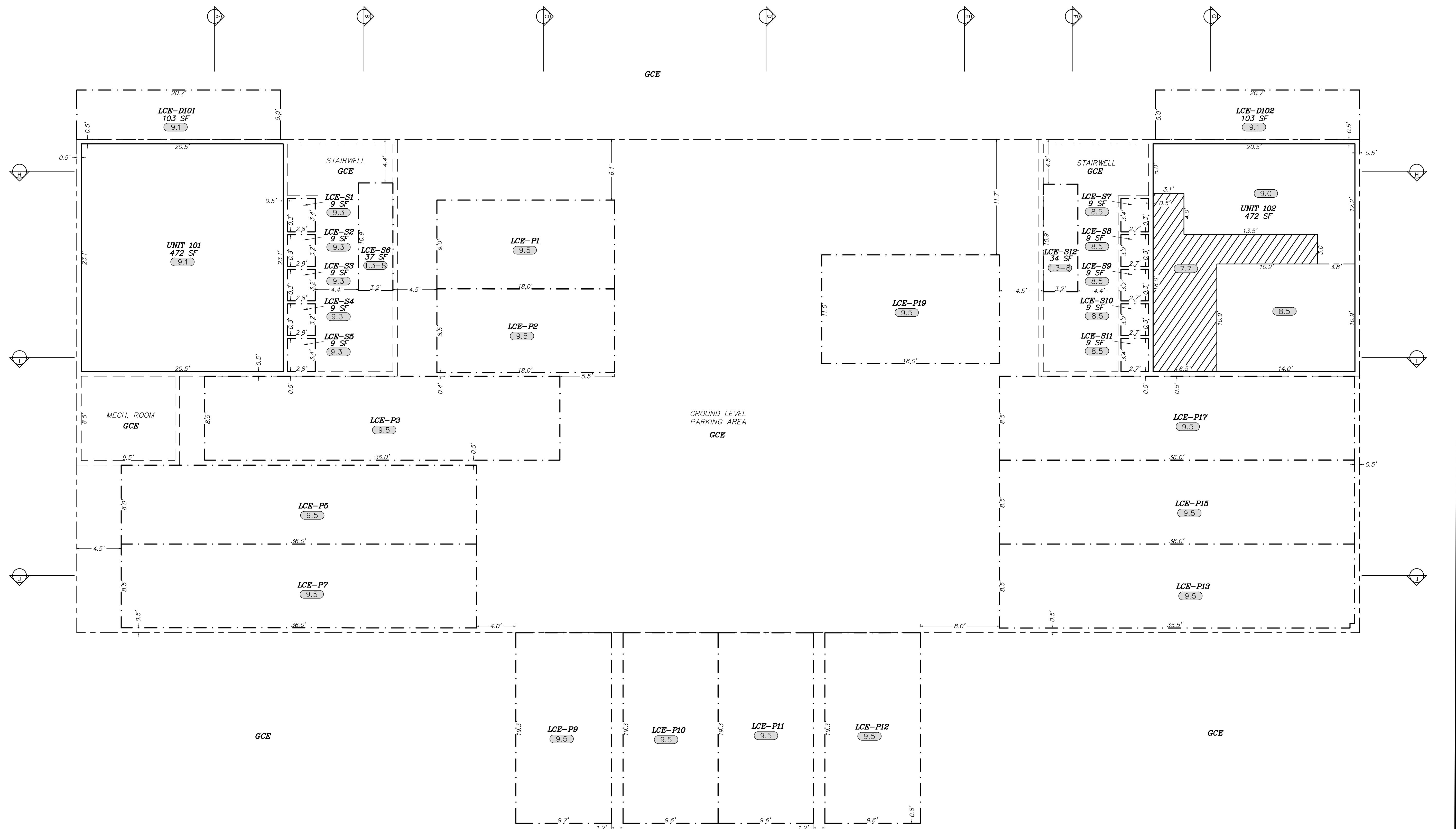
PROJECT NUMBER: 22175

## CERTIFICATE OF MORTGAGEE

The following entities hold mortgages on the subject property:  
Bank of Jackson Hole, mortgage recorded as doc.#1015145;

Consent of Mortgagee, Bank of Jackson Hole, by separate affidavit recorded concurrently with this plat.





**FIRST FLOOR LEVEL  
PLAN VIEW**

**LEGEND**

**UNIT 101**

Number of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for the 440 West Kelly Condominium Addition to the Town of Jackson)

Lot Boundary - this subdivision

Condominium Unit perimeter wall being the boundary of an Individual Airspace that makes up part, or all of a Condominium Unit (Individual Airspace Unit or Unit)

Represents an interior building ceiling or wall face limit, or the building exterior face of siding. Shown for illustrative purposes only.

Building footprint line

Boundary of Limited Common Elements, including decks, parking spaces and storage areas.

**GCE**

**LCE-D1**

**LCE-P1**

**LCE-S1**

**(14.3)**

**(13.4)**

Limited Common Elements - Parking: those Limited Common Elements, as defined in the Declaration of Condominium for the 440 West Kelly Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision for parking purposes

Limited Common Elements - Storage: those Limited Common Elements, as defined in the Declaration of Condominium for the 440 West Kelly Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision for storage purposes

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

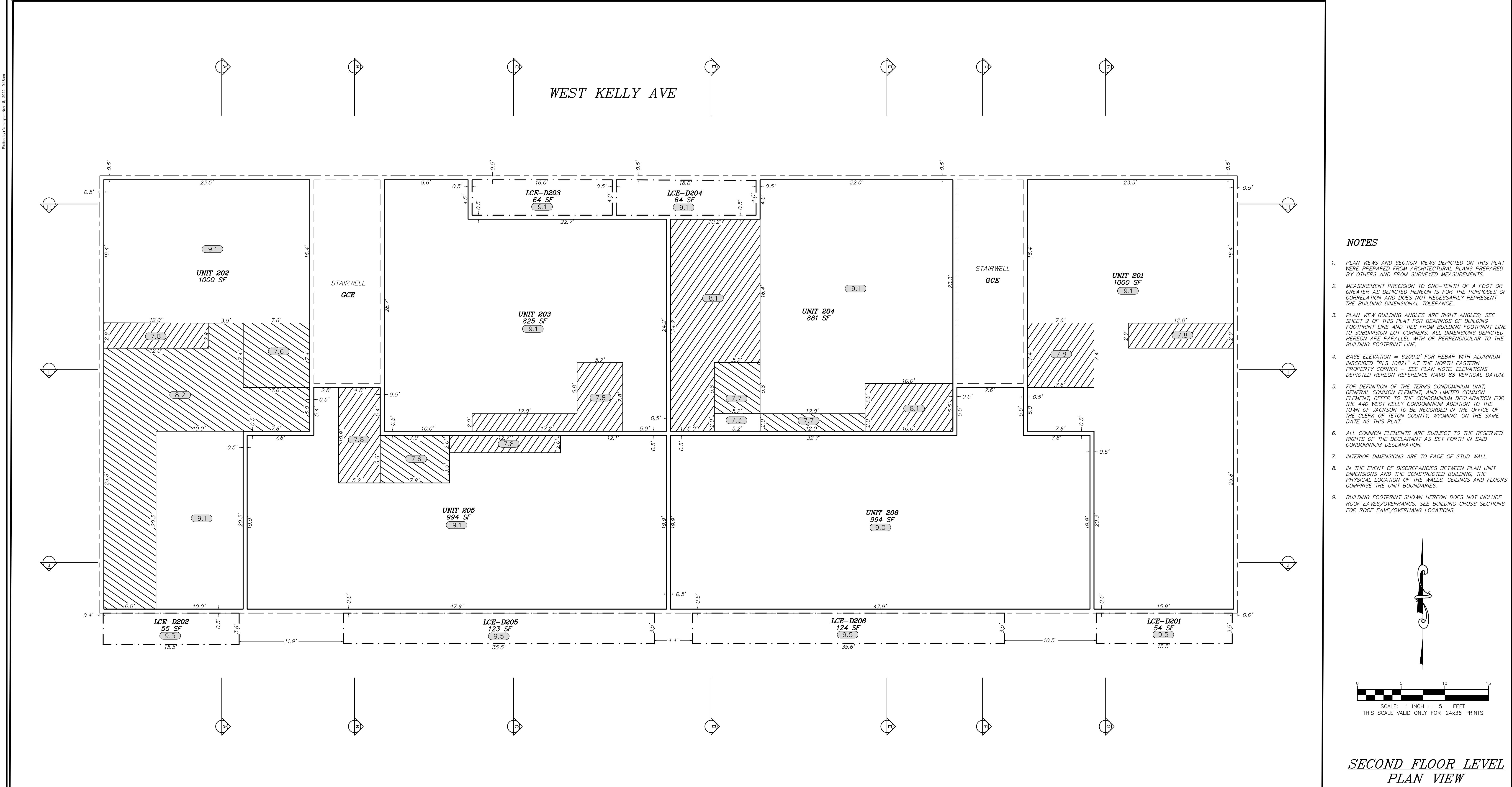
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**440 WEST KELLY CONDOMINIUM  
ADDITION TO THE TOWN OF JACKSON**  
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WITH LOTS 3 & 4, BLOCK 6, OF THE  
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SW1/4 NE1/4 OF SECTION 33  
T.41N, R.116W, 6th P.M.  
Teton County, Wyoming

Sheet 3 of 10

PREPARED BY: RF  
LAST REVISED: 11/10/2022  
MAP PREPARED: 10/04/2022  
PROJECT NUMBER: 22175



**LEGEND**

**UNIT 101**

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

Limited Common Elements - Deck; those Limited Common Elements, as defined in the Declaration of Condominium for the 440 West Kelly Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as a deck

LCE-PI

LCE-SI

14.3

13.4

Limited Common Elements - Parking; those Limited Common Elements, as defined in the Declaration of Condominium for the 440 West Kelly Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision for parking purposes

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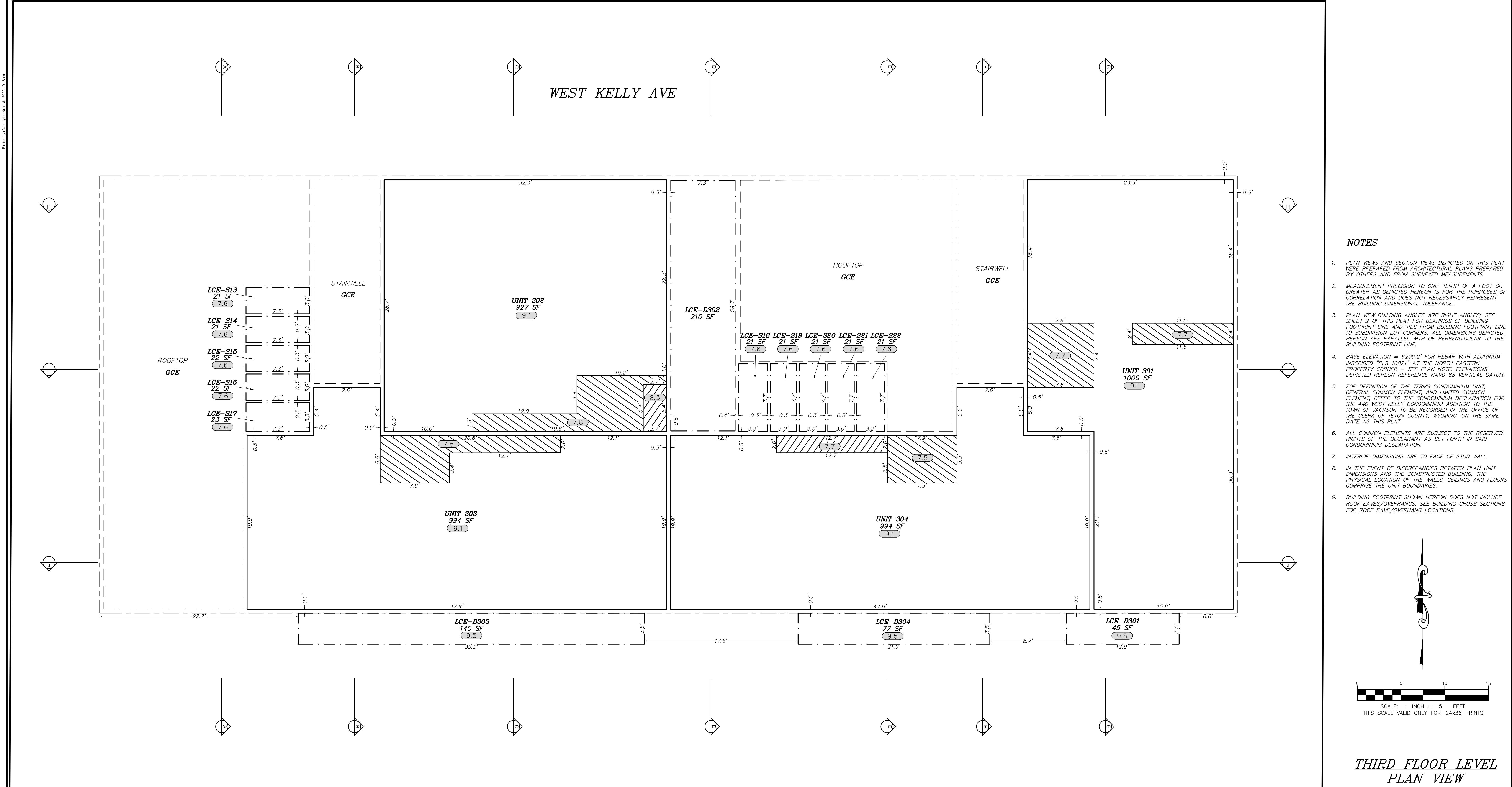
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LOCATED WITHIN  
SW1/4 NE1/4 OF SECTION 33  
T.41N, R.116W, 6th P.M.  
Teton County, Wyoming

Sheet 4 of 10

PREPARED BY: RF  
LAST REVISED: 11/10/2022  
MAP PREPARED: 10/04/2022

PROJECT NUMBER: 22175



**LEGEND**

**UNIT 101**

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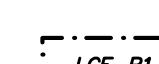
Building footprint line

Boundary of Limited Common Elements, including decks, parking spaces and storage areas.

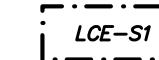
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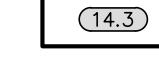
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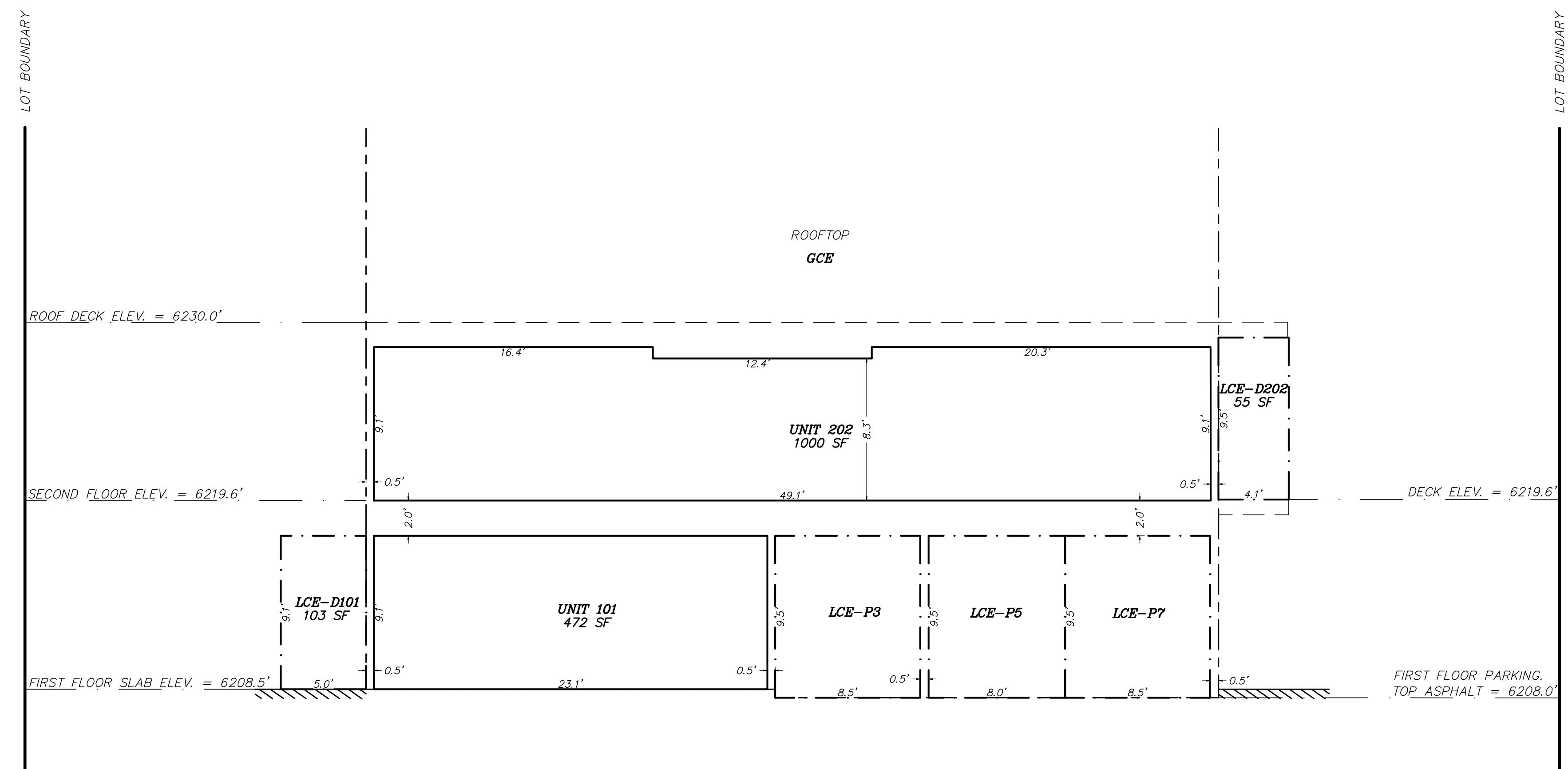
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Indicates ceiling height in plan view. Ceiling height varies. See individual unit details for ceiling heights



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**LEGEND****UNIT 101**

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**LCE-P1**

Limited Common Elements - Parking; those Limited Common Elements, as defined in the Declaration of Condominium for the 440 West Kelly Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision for parking purposes

**LCE-S1**

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**14.3**

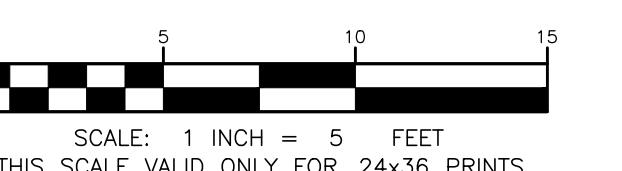
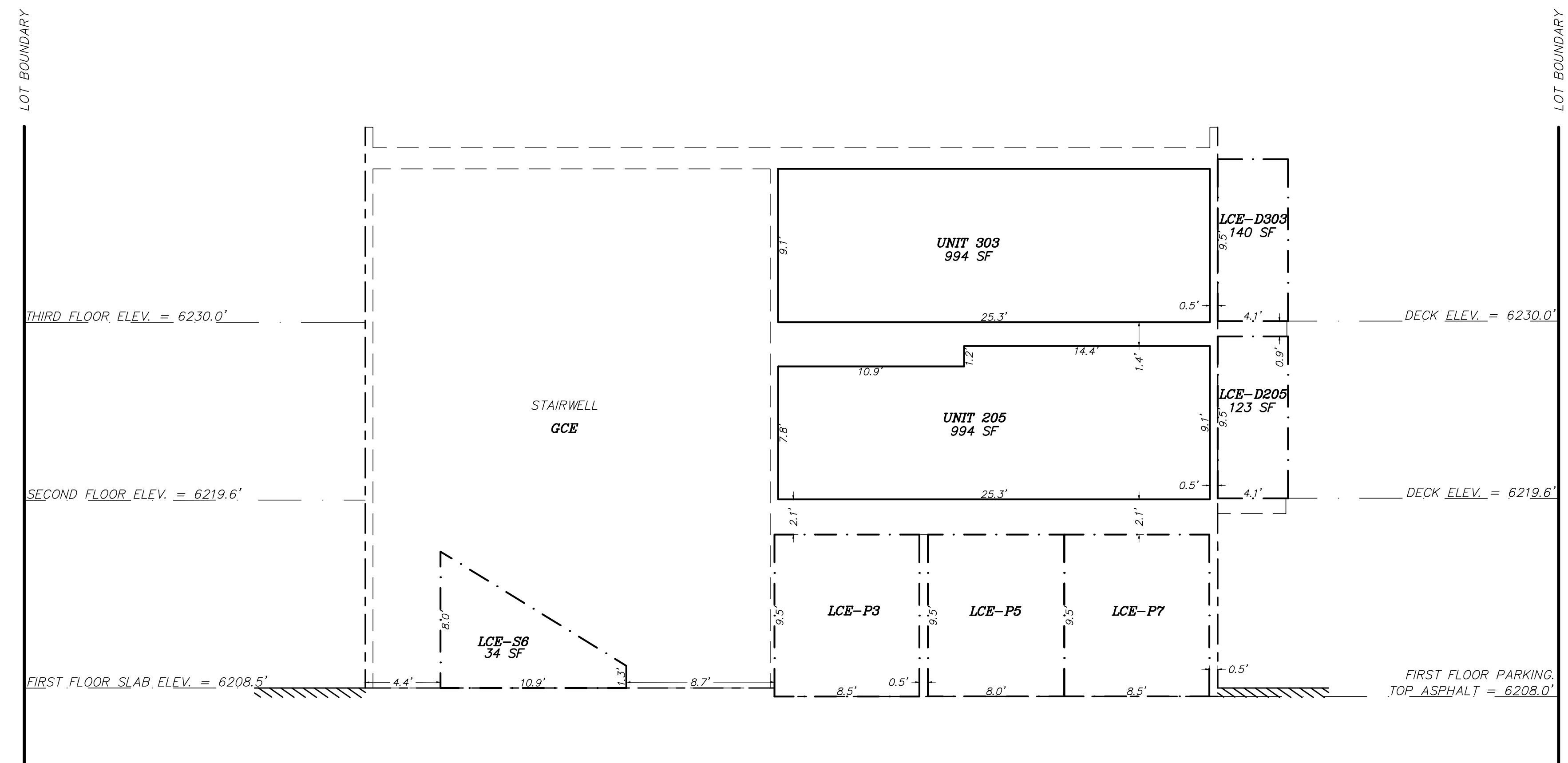
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**13.4**

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**NOTES**

1. PLAN VIEWS AND SECTION VIEWS DEPICTED ON THIS PLAT WERE PREPARED FROM ARCHITECTURAL PLANS PREPARED BY OTHERS AND FROM SURVEYED MEASUREMENTS.
2. MEASUREMENT PRECISION TO ONE-TENTH OF A FOOT OR GREATER AS DEPICTED HEREON IS FOR THE PURPOSES OF CORRELATION AND DOES NOT NECESSARILY REPRESENT THE BUILDING DIMENSIONAL TOLERANCE.
3. PLAN VIEW BUILDING ANGLES ARE RIGHT ANGLES; SEE SHEET 2 OF THIS PLAT FOR BEARINGS OF BUILDING FOOTPRINT LINE AND TIES FROM BUILDING FOOTPRINT LINE TO SUBDIVISION LOT CORNERS; ALL DIMENSIONS DEPICTED HEREON ARE PARALLEL WITH OR PERPENDICULAR TO THE BUILDING FOOTPRINT LINE.
4. BASE ELEVATION = 6209.2' FOR REBAR WITH ALUMINUM INSCRIBED "PLS 10821" AT THE NORTH EASTERN PROPERTY CORNER - SEE PLAN NOTE. ELEVATIONS DEPICTED HEREON REFERENCE NAVD 88 VERTICAL DATUM.
5. FOR DEFINITION OF THE TERMS CONDOMINIUM UNIT, GENERAL COMMON ELEMENT, AND LIMITED COMMON ELEMENT, REFER TO THE CONDOMINIUM DECLARATION FOR THE 440 WEST KELLY CONDOMINIUM ADDITION TO THE TOWN OF JACKSON TO BE RECORDED IN THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING, ON THE SAME DATE AS THIS PLAT.
6. ALL COMMON ELEMENTS ARE SUBJECT TO THE RESERVED RIGHTS OF THE DECLARANT AS SET FORTH IN SAID CONDOMINIUM DECLARATION.
7. INTERIOR DIMENSIONS ARE TO FACE OF STUD WALL.
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9. BUILDING FOOTPRINT SHOWN HEREON DOES NOT INCLUDE ROOF EAVES/OVERHANGS. SEE BUILDING CROSS SECTIONS FOR ROOF EAVE/OVERHANG LOCATIONS.

**SECTIONS A & B**

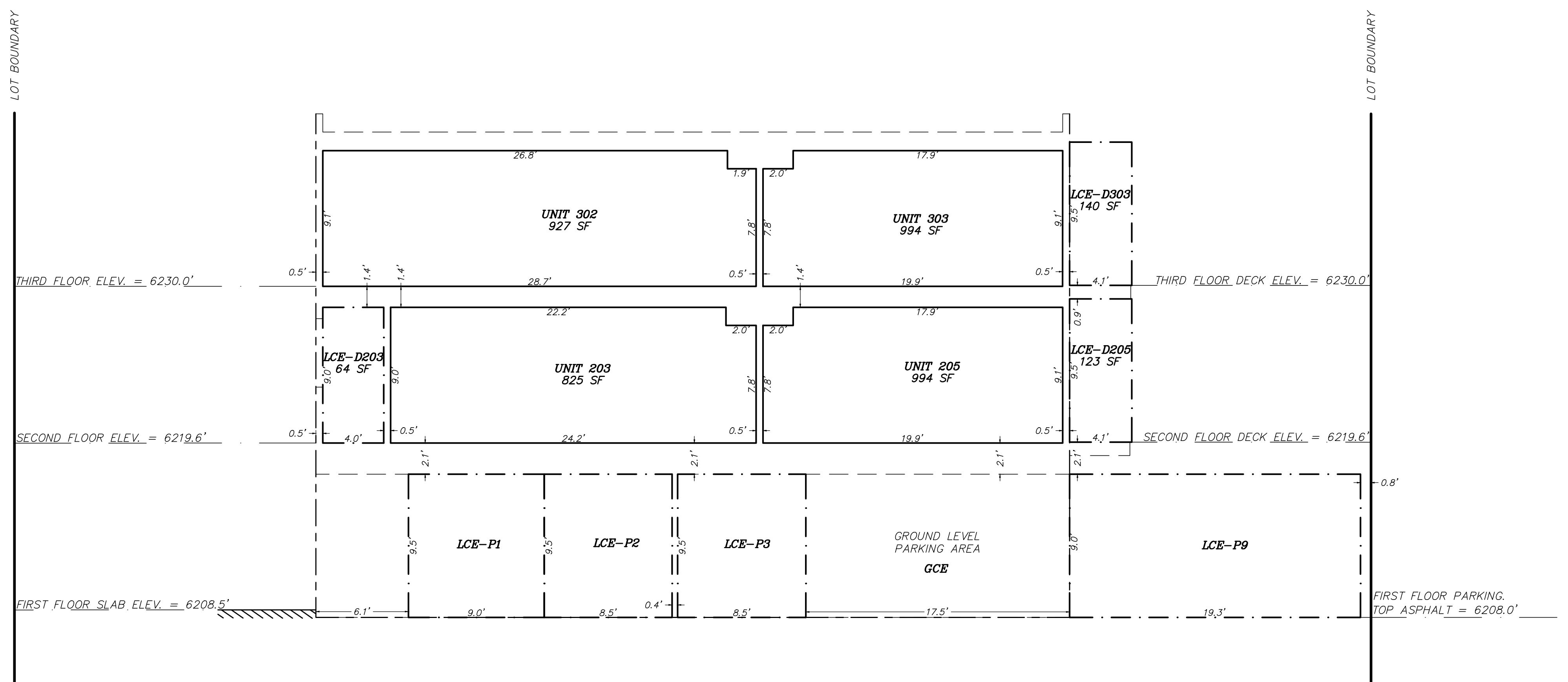
**440 WEST KELLY CONDOMINIUM  
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A CONDOMINIUM SUBDIVISION IDENTICAL  
WITH LOTS 3 & 4, BLOCK 6, OF THE  
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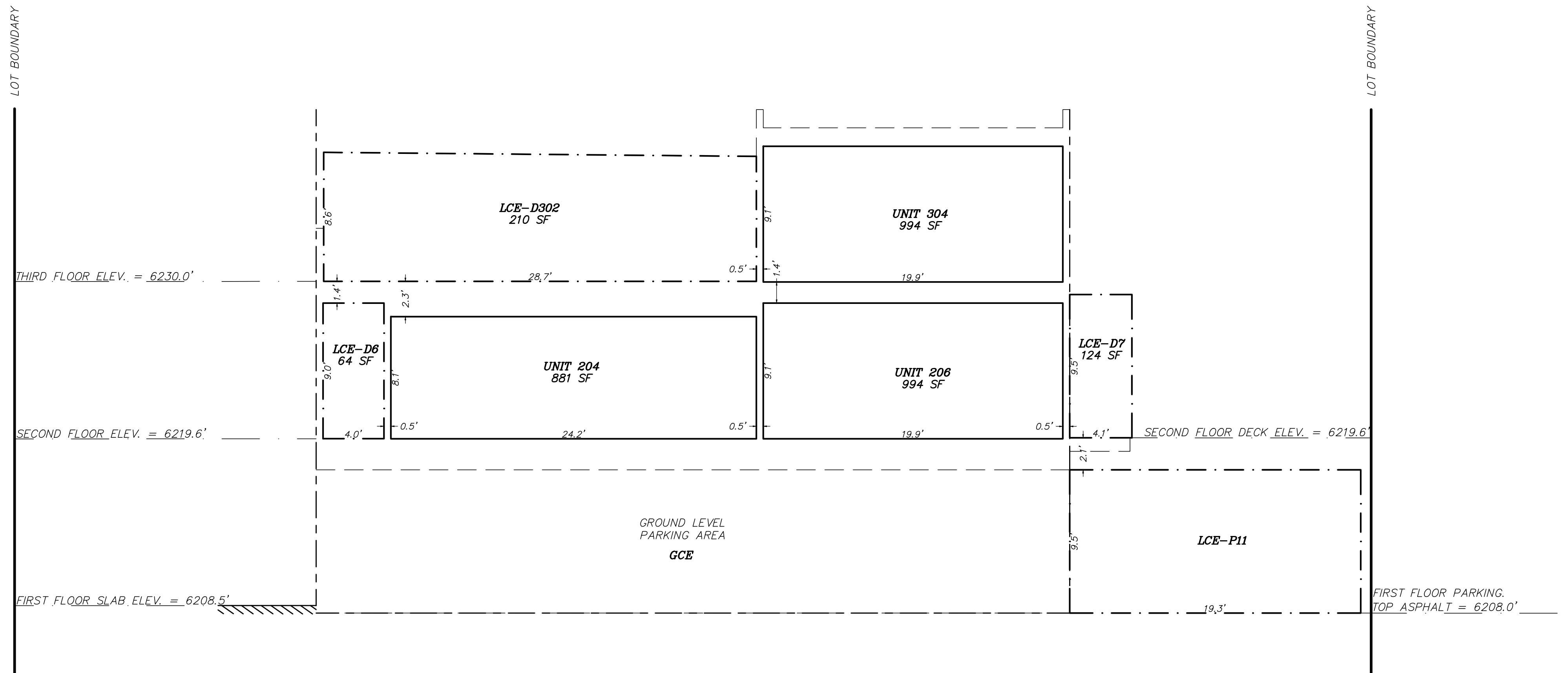
Sheet 6 Of 10

PREPARED BY: RF LAST REVISED: 11/10/2022  
MAP PREPARED: 10/04/2022

PROJECT NUMBER: 22175



SECTION C



SECTION D

SECTION C &amp; D

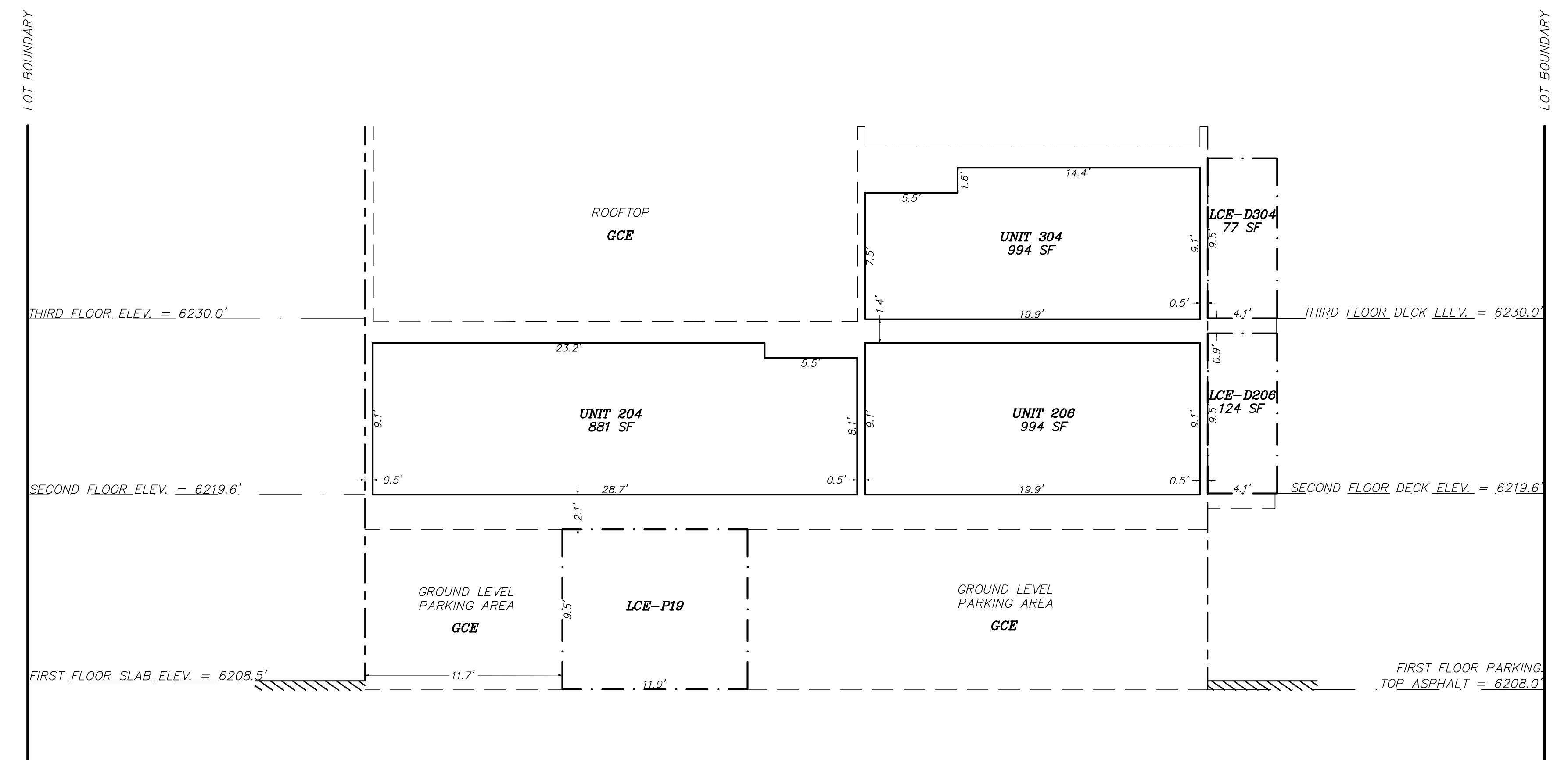
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Teton County, Wyoming

Sheet 7 Of 10

LAST REVISED: 11/10/2022  
MAP PREPARED: 10/04/2022

PREPARED BY: RF PROJECT NUMBER: 22175



## LEGEND

## UNIT 101

Number of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for the 440 West Kelly Condominium Addition to the Town of Jackson)

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Building footprint line

Boundary of Limited Common Elements, including decks, parking spaces and storage areas.

## GCE

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## LCE-D1

Limited Common Elements - Deck; those Limited Common Elements, as defined in the Declaration of Condominium for the 440 West Kelly Condominium Addition to the Town of Jackson, for the exclusive use of a Unit of this subdivision as a deck

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## LCE-D3

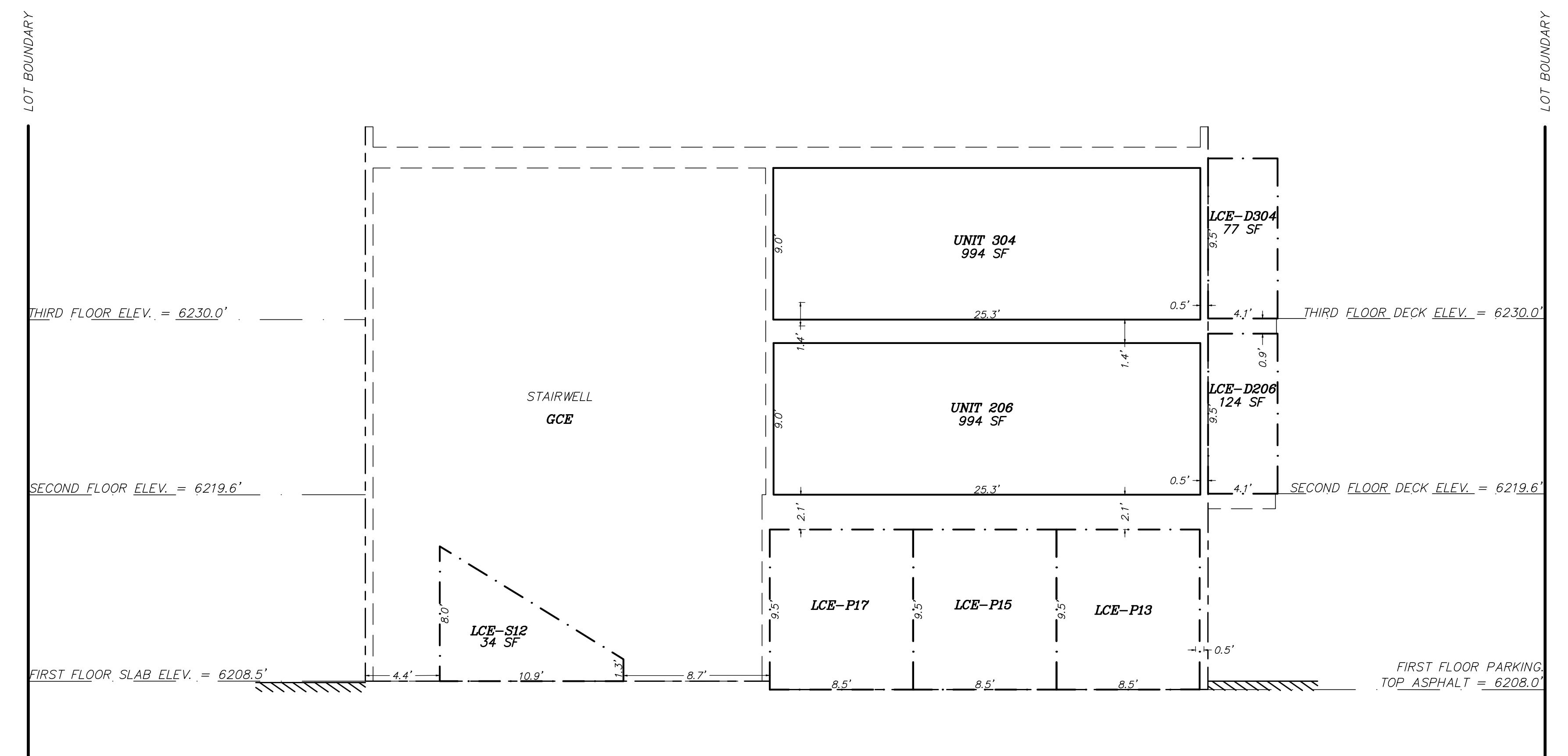
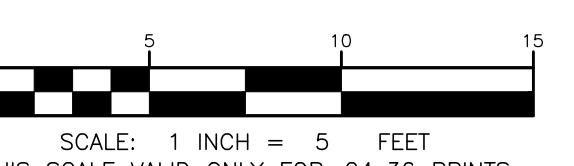
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## LCE-D4

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## NOTES

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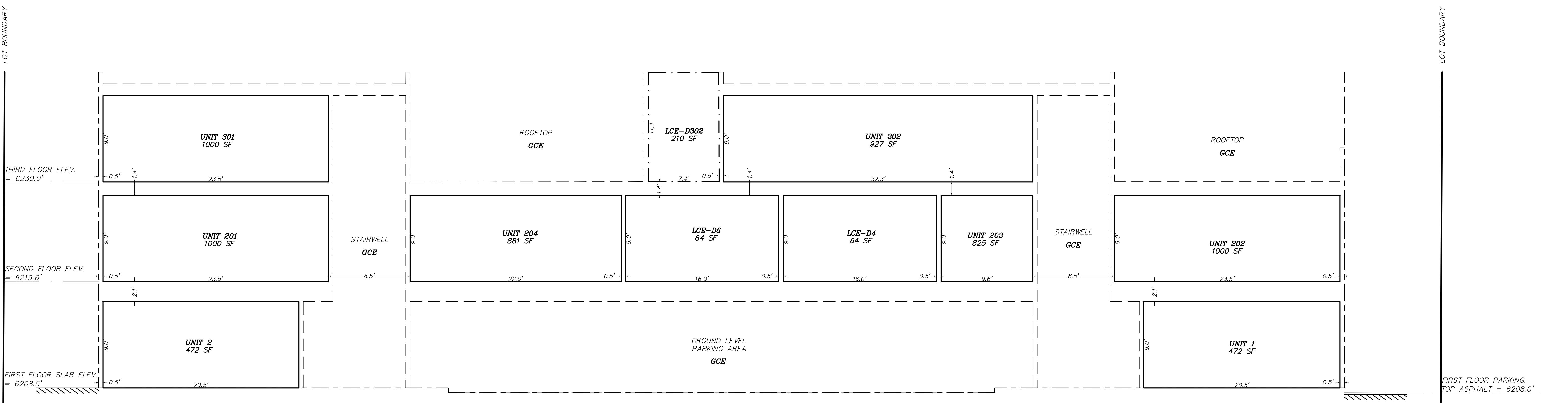
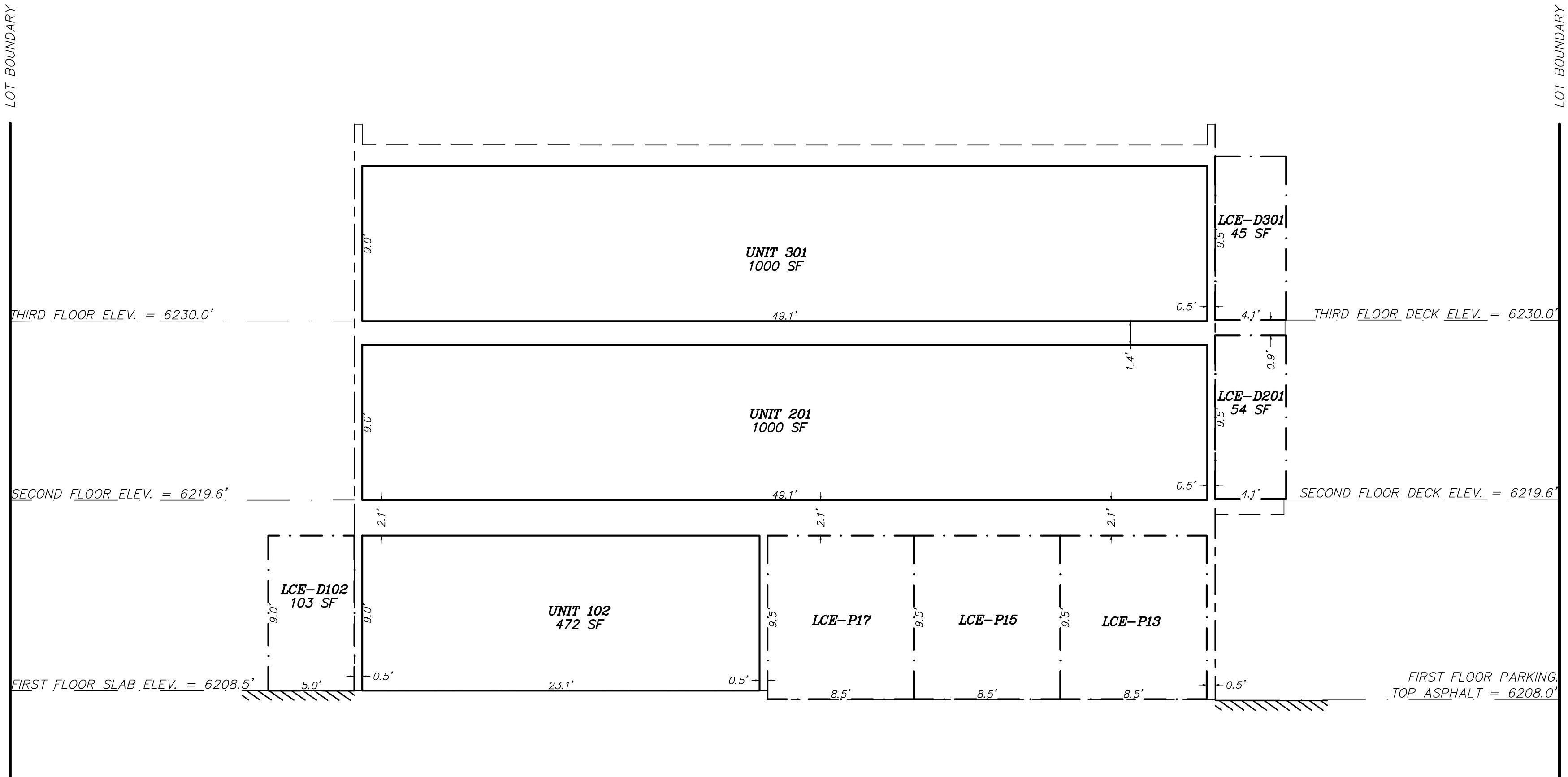
## SECTIONS E &amp; F

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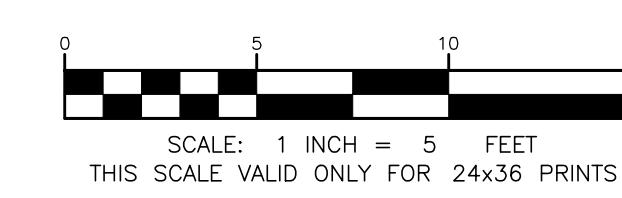
Sheet 8 Of 10

PREPARED BY: RF LAST REVISED: 11/10/2022  
MAP PREPARED: 10/04/2022 PROJECT NUMBER: 22175

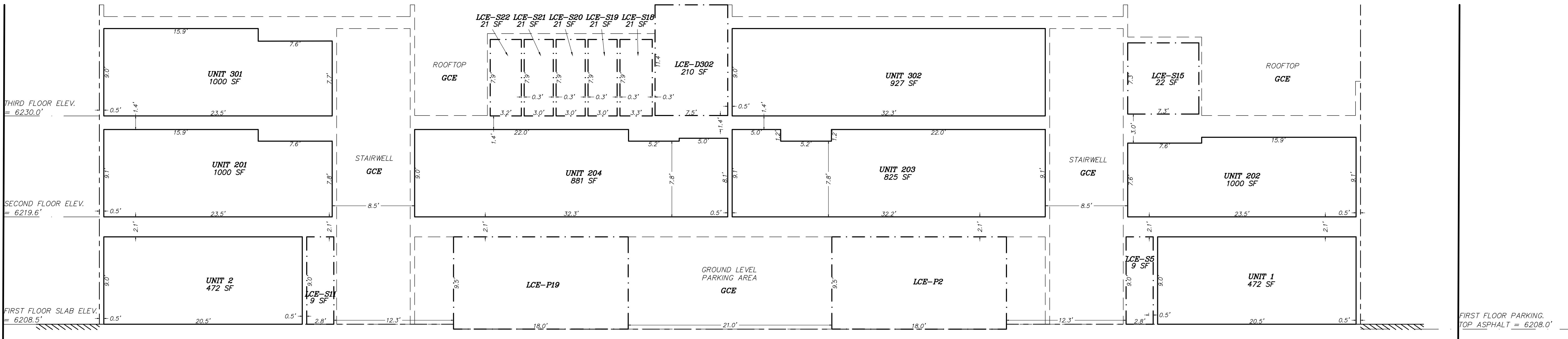


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SECTIONS G & H

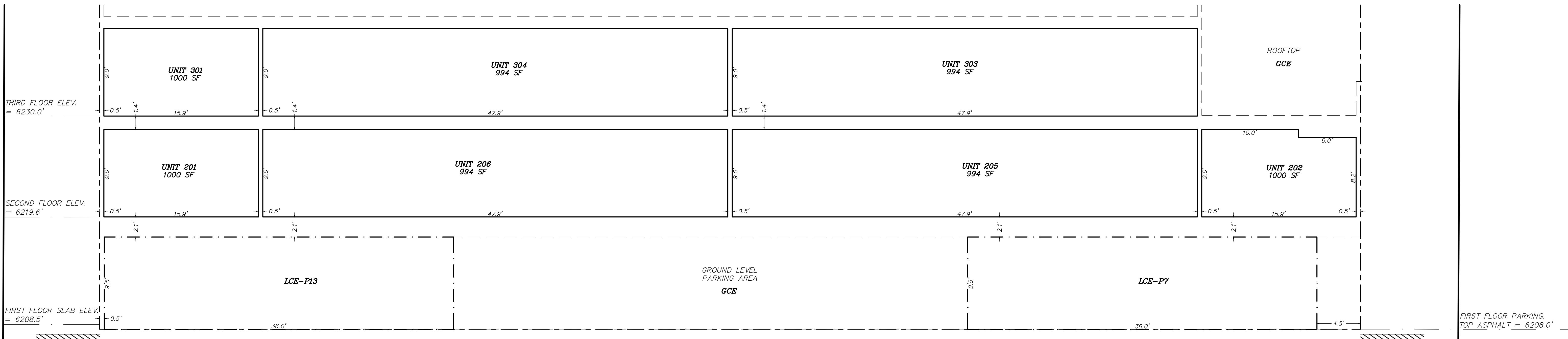


LOT BOUNDARY



## SECTION A

LOT BOUNDARY

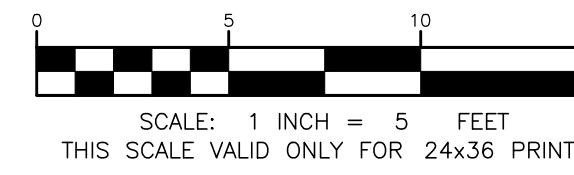


## SECTION .

*440 WEST KELLY CONDOMINIUM  
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## SECTIONS I & J

LOCATED WITHIN  
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T.41N., R.116W., 6th P.M.  
Teton County, Wyoming



# Public NOTICES

## What is a Public Notice?

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

## How to place a Public Notice

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

Rate: \$22.00 per column inch

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

LEGAL DEADLINE: THURSDAY AT 3:00 PM

NOVEMBER 09, 2022

## TETON COUNTY NOTICES Teton County Board of Commissioners

### • MEETING NOTICES •

Teton County Board of Commissioners  
Voucher Meeting Notice  
200 S. Willow, Jackson, Wyoming  
Monday, Nov. 14, 2022, 9:00 a.m.  
Meeting agenda is available on [tetoncountywy.gov](http://tetoncountywy.gov)  
Meeting streaming is available online.  
Be advised the online meeting agendas may be revised  
up until 5:00pm the day before the meeting.

Publish: 11/09/22

Teton County Board of Commissioners  
Regular Meeting Notice  
200 S. Willow, Jackson, Wyoming  
Tuesday, Nov. 15, 2022, 9:00 a.m.  
Meeting agenda is available on [tetoncountywy.gov](http://tetoncountywy.gov)  
Meeting streaming is available online.  
Be advised the online meeting agendas may be revised  
up until 5:00pm the day before the meeting.

Publish: 11/09/22

### • OFFICIAL PROCEEDINGS •

OFFICIAL SUMMARY PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS, TETON COUNTY, WYOMING  
The Teton County Board of Commissioners met in regular meeting on October 10, 2022 in the Commissioners Chambers located at 200 S. Willow in Jackson. The meeting was called to order at 9:06 a.m.

Commission present: Natalia Macker, Chairwoman, Luther Propst, Vice-Chairman, Mark Barron, Mark Newcomb and Greg Epstein were present.

#### ADOPT AGENDA

A motion was made by Commissioner Barron and seconded by Commissioner Epstein to adopt the agenda as presented. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.

#### PUBLIC COMMENT

There was no public comment.

#### ACTION ITEMS

1. Consideration of Payment of County Vouchers  
A motion was made by Commissioner Newcomb and seconded by Commissioner Barron to approve the October 10, 2022 county voucher run in the amount of \$2,898,338.93, which includes a payment of \$500,000 to Teton County Fire Protection District for providing services in Alta. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.

2. Consideration of Administrative Items

a. 24-Hour Liquor Permits  
b. SLIB Drawdowns  
c. Tax Corrections  
d. Human Service/Community Development Contracts for Service  
i. Community Entry Services Contract for Services & Scope of Work  
ii. Senior Center Contract for Services & Scope of Work  
iii. Community Safety Network Contract for Services & Scope of Work  
iv. Teton Youth & Family Services Contract for Services & Scope of Work  
v. Energy Conservation Works Contract for Services & Scope of Work  
vi. Teton Literacy Center Contract for Services & Scope of Work  
vii. Hole Food Rescue Contract for Services & Scope of Work

A request to authorize signature on Human Service/Community Development contracts for services approved by the Board of County Commissioners.

There was no public comment.

A motion was made by Commissioner Barron and seconded by Commissioner Epstein to approve the contract for service pursuant to the adopted FY2023 budget appropriations for Community Entry Services, Senior Center, Community Safety Network, Teton Youth and Family Services, Teton Literacy Center, Hole Food Rescue, and Energy Conservation Works contracts as presented. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.

e. Special Events Permits – Applications Pending (for informational purposes, no action taken)

i. Jackson Hole Half Marathon and 5K – June 10th, 2023; From Teton Village to Phil Baux Park; Running Race; Number of Attendees 400

3. Consideration of Proposed Outgoing Commissioner Correspondence - none

4. Consideration of Findings of Fact and Conclusions of Law for 2022 Tax Appeals

a. Halpin Family Holdings LLC – CONTINUED FROM 10-3-2022

b. Teton Pines LLC – CONTINUED FROM 10-3-2022

c. Machol, Warren & Debbie – CONTINUED FROM 10-3-2022

- d. Brandhorst Trust
- e. Gill, Decedent's Trust C
- f. JHHR Holdings I LLC
- g. Gill Family LLC

A motion was made by Commissioner Propst and seconded by Commissioner Epstein to convene as the Board of Equalization. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.

The Board of Equalization convened at 9:08 a.m.

#### HALPIN FAMILY HOLDINGS LLC

A motion was made by Commissioner Epstein and seconded by Commissioner Propst to approve the Findings of Fact and Conclusions of Law for the Halpin Family Holdings LLC tax appeal. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.

#### TETON PINES LLC

John Graham, Attorney representing Teton Pines LLC, commented on the Findings of Fact and Conclusions of Law for the appeal of Teton Pines LLC. Keith Gingery, attorney for the County Assessor spoke regarding the FOFCOL. Hearing Officer Richard Stout discussed the FOFCOL with the board. It was decided to give some time for the board to consider the different versions presented to them and for each board member to communicate by email with the hearing officer as to what that particular board member believes should be in the FOFCOL. The Hearing Officer will then present a FOFCOL in two weeks for the board to review.

A motion was made by Commissioner Epstein and seconded by Commissioner Propst to continue the consideration of Findings of Fact and Conclusions of Law for the Teton Pines LLC property tax appeal to October 24, 2022. Chairwoman Macker called for a vote. The vote showed four in favor and the motion carried 4-0 with Commissioner Barron abstaining since he was not part of the original hearing.

#### MACHOL, WARREN AND DEBBIE

Mr. Machol has submitted multiple changes to the proposed FOFCOL. The hearing officer has not had adequate time to review all of Mr. Machol's suggested changes.

A motion was made by Commissioner Epstein and seconded by Commissioner Newcomb to continue consideration of the Findings of Fact and Conclusions of Law for the property tax appeal of Warren and Debbie Machol to the October 24, 2022 meeting. Chairwoman Macker called for a vote. The vote showed three in favor and the motion carried 4-0 with Commissioner Barron abstaining.

#### BRANDHORST TRUST

A motion was made by Commissioner Newcomb and seconded by Commissioner Barron to approve the Findings of Fact and Conclusions of Law for the Brandhorst Trust property tax appeal. Chairwoman Macker called for a vote. The vote showed three in favor and the motion carried 3-0 with Commissioners Barron and Macker abstaining.

#### GILL, DECEDENT'S TRUST C

A motion was made by Commissioner Newcomb and seconded by Commissioner Epstein to approve the Findings of Fact and Conclusions of Law for the Gill, Decedent's Trust C tax appeal. Chairwoman Macker called for a vote. The vote showed four in favor and the motion carried 4-0 with Commissioner Barron abstaining.

#### JHHR HOLDINGS I LLC

A motion was made by Commissioner Newcomb and seconded by Commissioner Epstein to approve the Findings of Fact and Conclusions of Law for the JHHR Holdings I LLC property tax appeal. Chairwoman Macker called for a vote. The vote showed four in favor and the motion carried 4-0 with Commissioner Barron abstaining.

#### GILL FAMILY LLC

A motion was made by Commissioner Newcomb and seconded by Commissioner Epstein to approve the Findings of Fact and Conclusions of Law for the Gill Family LLC property tax appeal. Chairwoman Macker called for a vote. The vote showed four in favor and the motion carried 4-0 with Commissioner Barron abstaining.

A motion was made by Commissioner Propst and seconded by Commissioner Epstein to reconvene as the Board of County Commissioners. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.

The Board of Equalization adjourned and the Board of Commissioners reconvened at 9:40 a.m.

#### DISCUSSION ITEMS

- 1. Known Matters for Discussion
- 2. Other Matters for Discussion
- A. Courts at Miller Park: the Board will ask Mr. Ashworth about the potential for the Miller Park courts to stay open longer than their normal seasonal schedule given the weather.
- B. Draft 2023 BCC Meeting Schedule: The Board reviewed an initial draft of the 2023 meeting schedule.

#### MATTERS FROM COMMISSIONERS

- 1. Calendar review - The Board reviewed their weekly calendar.
- 2. Liaison reports / Commission updates
- A. Commissioner Macker had no updates.
- B. Commissioner Epstein had no updates.
- C. Commissioner Barron had no updates.
- D. Commissioner Newcomb had no updates.
- E. Commissioner Propst had no updates.

#### EXECUTIVE SESSION

A motion was made by Commissioner Barron and seconded by Commissioner Epstein to enter executive session pursuant to WY Statute §16-4-405(a)(iii) On matters concerning litigation to which the governing body is a party or proposed litigation

to which the governing body may be a party. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.

The meeting entered executive session at 9:42 a.m.

Commission Present: Natalia Macker, Luther Propst, Greg Epstein, Mark Newcomb, and Mark Barron.  
Others: Alyssa Watkins, Board of County Commissioners Administrator, Maureen Murphy, County Clerk, Heather Overholser, Public Works Director, Amy Ramage, County Engineer, and Chalice Weichman, Deputy County Clerk.

A motion was made by Commissioner Barron and seconded by Commissioner Newcomb to exit executive session. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.

The meeting exited executive session at 10:07 a.m.

#### ADJOURN

A motion was made by Commissioner Barron and seconded by Commissioner Epstein to adjourn. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.

The meeting adjourned at 10:08 a.m.

Respectively submitted: csw

#### TETON COUNTY BOARD OF COMMISSIONERS

/s/ Natalia D. Macker, Chair

ATTEST: /s/ Maureen E. Murphy, County Clerk

ACTION EXCAVATION LLC 37,800.00 / ACE HARDWARE 3,494.27 A.J. WHEELER M.D. 260.00 / ALDER ENVIRONMENTAL LLC 14,600.30 ALLIANCE FOR HISTORIC WYOMING 500.00 / AMAZON CAPITAL SERVICES, INC. 3,754.69 ARNOLD MACHINERY COMPANY 1,133.83 / ARBOR WORKS TREE SERVICE 15,000.00 ASPEN AUTOMOTIVE/NAPA 137.25 / BISON LUMBER 731.21 BOB BARKER COMPANY, INC. 77.94 / BOUND TREE MEDICAL, LLC 688.13 BRAUN NW, INC. 449.20 / BUCK FAIRBANKS ELECTRIC INC 3,710.02 CENTRAL STATES WIRE PRODUCTS INC. 5,226.05 / CHARTER COMMUNICATIONS 237.37 CIVIC PLUS INC. 1,914.42 / CLARKS' BROADWAY AUTO PARTS, LLC 210.07 COCA COLA BOTTLING COMPANY 47.50 / CODY LARA 21.20 COMMUNITY SAFETY NETWORK 15,125.00 / CREEKSIDE VILLAGE HOA 1,094.15 DELTA DENTAL 19,526.60 / DEAN'S PEST CONTROL LLC 790.00 DEPARTMENT OF WORKFORCE SERVICES 31,780.66 ELECTION SYSTEMS & SOFTWARE 8,882.81 / EPIC BUSINESS ESSENTIALS 585.23 ERIKSEN-MEIER CONSULTING LLC 3,960.00 / E.R. OFFICE EXPRESS INC. 917.27 EVANS INC. 405.00 / FIRE SERVICES OF IDAHO INC. 45.00 FRONT RANGE FIRE APPARATUS 160.01 / GAMETIME COMPANY 11,530.73 GE JOHNSON CONSTRUCTION WYOMING LLC 1,138,656.89 / GLOBAL STAR USA 101.82 GRAINGER 113.88 / GRAINGER 342.45 / GRITTON ASSOCIATES 491.93 GREENWOOD MAPPING, INC. 2,037.00 / GREENWOOD MAPPING, INC 2,646.00 HENRY CADWALADER 1,464.26 / HFP II LIMITED PARTNERSHIP 8,000.00 HIGH COUNTRY LINEN SUPPLY LLC 3,144.95 / HM-HANSEN MEADOWS HOA 376.65 HUNT CONSTRUCTION, INC. 10,141.64 / IMMIGRANT HOPE-WYOMING/IDAHO 5,000.00 JACKSON CURBSIDE, INC 225.00 / JASON DEWEY 8,592.00 JACKSON HOLE CHILDREN'S MUSEUM INC. 5,000.00 / JACKSON HOLE FORD 587.01 JH HIST.SOCIETY AND MUSEUM 69,037.50 / JACKSON HOLE PUBLIC ART 5,000.00 JACKSON HOLE RADIO 630.00 / JACKSON HOLE SECURITY LLC 600.00 JORGENSEN ASSOCIATES PC 23,487.50 / JOHNSON, ROBERTS & ASSOCIATES 17.50 JOHN S. WILLIAN & SUZANNE S WILLIAN 16,000.00 / JUSTIN REPPA 98.00 KEDRIC PUTNAM 52.50 / KENNON C.TUBBS, MD LLC 18,356.00 / KJAX COUNTRY 336.00 KAMAYA JANE SEPARATE PROPERTY TRUST 24,000.00 / KMTN THE MOUNTAIN 336.00 KSGT 720.00 / KZJH CLASSIC ROCK 336.00 / LASER XPRESS 627.98 LEGACY PHILANTHROPY WORKS 4,860.00 / LILY PAD CREATIVE 1,200.00 LOOK-OUT MOUNTAIN LOGOWEAR 264.25 / LOWER VALLEY ENERGY 9,448.10 LUNDE LAWN CARE LLC 320.00 / MATT EVANS 100.00 MATTHEW & LAURA MURPHY FAMILY TRUST 24,000.00 / MAUREEN MURPHY 1,197.17 MASTERCRAFT POOL & SPA 3,689.00 / MCKESSON MEDICAL SURGICAL 773.17 MHI SERVICE, INC 2,203.79 / MICHAEL GUYETT 52.50 / MICHAEL G. MAURER 467.10 MEYRING & ASSOCIATES INC. 550.59 / MOMENTUM RECYCLING LLC 2,200.00 NATALIA D. MACKER 564.58 / OWEN G DUNN CO., INC/PRINTELECT 49.15 PAUL CHRISTOPHER 3,528.00 / PARK PLACE CONDOMINIUMS 260.00 POSITIVE PROMOTIONS INC. 2,237.75 / HAL JOHNSON JR-PROFESSIONAL EXPRESS 1,370.77 PREMIER CLEANING SERVICES LLC 10,040.00 / PRATT HOME INSPECTIONS 400.00 QUADIENT FINANCE USA INC 4,614.47 / RACHEL GRIMES 501.26 RACHAEL ZIMMERMAN 49.33 / RICK MARTIN 250.00 / RICHARD OCHS 348.75 ROCKY MOUNTAIN APPRAISALS 3,000.00 / R&S NORTHEAST 128.70 RX BENEFITS INC 38,516.37 / SAFELITE AUTO GLASS 426.51 / SHANE YU 5,029.00 SILVER STAR COMMUNICATIONS 4,350.03 / STATIC PEAK 1,200.00 / STAPLES 28.90 SUBLLETTE COUNTY WASTE MANAGEMENT 7.00 / ELIOR INC. 14,594.05 SWIFT CREEK ELECTRIC LLC 879.12 / TAYLOR TECHNOLOGIES 88.03 TETON COUNTY 4-H COUNCIL 900.00 / TETON COUNTY ENVIRONMENTAL HEALTH 100.00 TC FIRE PROTECTION DISTRICT 500,000.00 / TETON COUNTY TRANSFER STATION 362.00 TETON COUNTY TREASURER 69,932.73 / TETON COUNTY TREASURER 141,931.28 TERRA FIRMA ORGANICS, INC. 84,461.08 / TRC INC. 162.50 TETON MEDIA WORKS, INC. 5,668.80 / TETON TRASH REMOVAL INC. 1,922.00

# • Public Notices •

TETON YOUTH & FAMILY SERVICES 92,977.00 / THE DOOR MAN 572.10 THOMSON REUTERS-WEST 1,128.66 / TIGER PERFORMANCE PRODUCTS INC. 3,589.23 TREES INC. 14,350.00 / TRANSAMERICA EMPLOYEE BENEFITS 1,346.84 T&T REPORTING LLC 611.25 / TETON VILLAGE W&S 2.97 / UTAH SAFETY COUNCIL 250.00 LOCAHAN LLC 412.50 / VERTIV CORPORATION 2,093.25 / VERIZON WIRELESS 80.10 VISA 22,842.78 / VIDL SOLUTIONS, INC 1,800.00 VOIANCE LANGUAGE SERVICES, LLC 264.60 / WEMBER INC 12,085.00 WESTERN RECORDS DESTRUCTION INC. 400.00 WHITE GLOVE PROFESSIONAL CLEANING 82,480.43 / WILSON HARDWARE 1,320.00 WILLIAM R. SMITH M.D. 1,300.00 / WY DEPT OF HEALTH 322.20 WYOMING PUBLIC HEALTH LABORATORY 2,456.00 / WYOMING RETIREMENT SYSTEM 1,500.00 WYOMING TITLE & ESCROW INC. 400.00 / XEROX FINANCIAL SERVICES 321.50 YELLOW IRON EXCAVATING, LLC 2,511.94 / YELLOW IRON EXCAVATING LLC 164,393.67

**Publish: 11/09/22**

**OFFICIAL SUMMARY PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS, TETON COUNTY, WYOMING**  
The Teton County Board of Commissioners met in regular meeting on October 17, 2022 in the Commissioners Chambers located at 200 S. Willow in Jackson. The meeting was called to order at 9:00 a.m.

Commission present: Natalia Macker, Chairwoman, Luther Propst, Vice-Chairman, Mark Newcomb and Greg Epstein were present. Mark Barron was absent.

#### ADOPT AGENDA

A motion was made by Commissioner Newcomb and seconded by Commissioner Epstein to adopt the agenda as presented. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.

#### PUBLIC COMMENT

There was no public comment.

#### ACTION ITEMS

##### 1. Consideration of Payment of County Vouchers

A motion was made by Commissioner Newcomb and seconded by Commissioner Epstein to approve the October 17, 2022 county voucher run in the amount of \$529,579.19. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.

##### 2. Consideration of Administrative Items

a. 24-Hour Liquor Permits

b. SLIB Drawdowns

c. Tax Corrections

d. Human Service/Community Development Contracts for Service

e. Special Events Permits – Applications Pending (for informational purposes, no action taken)

##### 3. Consideration of Proposed Outgoing Commissioner Correspondence

##### 4. Consideration of Approval of 755 E Hansen #101 Employee Lease

Approval of a lease agreement for Teton County Employee Housing located at 755 E. Hansen #101.

There was no public comment.

A motion was made by Commissioner Propst and seconded by Commissioner Epstein to approve the Lease Agreement for 755 East Hansen Unit 101 with Kelly Landowski. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.

#### DISCUSSION ITEMS

##### 1. Known Matters for Discussion

A. Identify Consent Agenda

The agenda for October 18 2022 was reviewed and items for the potential consent agenda were identified.

##### 2. Other Matters for Discussion

#### MATTERS FROM COMMISSIONERS

##### 1. Calendar review - The Board reviewed their weekly calendar.

##### 2. Liaison reports / Commission updates

A. Commissioner Macker had no updates.

B. Commissioner Epstein had no updates.

C. Commissioner Barron had no updates.

D. Commissioner Newcomb had no updates.

E. Commissioner Propst had no updates.

#### WORKSHOPS

##### A. Bearproof Trash Enforcement Discussion

Chris Neubcker, Director of Planning and Building Services, provided an update to the Board on enforcement of bearproof trash containers. The Land Development Regulations regarding bear proof trash containers were updated on April 10, 2022. Refuse and recycle containers and are required to be bear resistant in all of Teton County starting July 1, 2022, however low availability of the required containers has delayed enforcement of the regulations.

Ryan Hostetter, Senior Long-Range Planner, and Chris Colligan, Public Works Project Manager, provided information on the schedules given by trash haulers around the county for their expected implementation of bearproof containers.

#### ADJOURN

A motion was made by Commissioner Epstein and seconded by Commissioner Newcomb to adjourn. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried. The meeting adjourned at 9:19 a.m.

Respectively submitted: csw

#### TETON COUNTY BOARD OF COMMISSIONERS

/s/ Natalia D. Macker, Chair

ATTEST: /s/ Maureen E. Murphy, County Clerk

ACTION EXCAVATION LLC 6,179.10 / AIRGAS USA LLC

75.08 ALBERTSONS/SAFEWAY 257.87 / ALPHAGRAPHICS

515.45 AMAZON CAPITAL SERVICES, INC. 61.88 / ASPEN

AUTOMOTIVE/NAPA 18.97 ASHLEY WHITTEN 52.50 /

BIOTA RESEARCH & CONSULTING, INC. 1,401.00 BIG

STATE INDUSTRIAL SUPPLY INC 482.36 / BLUE SPRUCE

CLEANERS, INC. 451.10 BOB BARKER COMPANY, INC.

510.00 / BONNEVILLE COUNTY SOLID WASTE 137,153.94

BOBCAT OF ROCK SPRINGS 182.20 / BRODY WALLACE

738.21 TETON DIGITAL MEDIA LLC 550.00 / CAROLINA

SOFTWARE INC 850.00 CARINA STEPHENS 48.50 /

CENTURYLINK 208.66 / CENTURYLINK 2,342.71 CEN-

TRAL OREGON TRUCK COMPANY INC 2,500.00 CLARKS'

BROADWAY AUTO PARTS, LLC 1,246.97 / CLAYTON KAIN-

ER 474.67 CLEARWATER OPERATIONS AND SERVICES

300.00 / CLIMB WYOMING 5,199.01 DAVE GUSTAFSON

26.25 / DBR, INC. 1,787.20 / DEPARTMENT OF FAMILY

SERVICES 60.00 DEAN'S PEST CONTROL LLC 220.00 /

DEPT. OF REVENUE 76.85 ELECTRICAL WHOLESALE

SUPPLY CO, INC. 27.80 / ENERGY 1 LLC 2,568.70 EPI-USE AMERICA INC. 1,830.00 / E.R. OFFICE EXPRESS INC. 1,837.17 FAIRBANKS SCALES, INC 2,277.00 / FERGUSON ENTERPRISES, INC. #3007 244.69 HEALTHMERCH, LLC 874.44 / HIGH COUNTRY LINEN SUPPLY LLC 331.85 INBERG-MILLER ENGINEERS 6,215.64 / JACKSON CURBSIDE, INC 7,020.00 JENNIFER REDFIELD 52.50 / JACKSON HOLE PUBLIC ART 5,000.00 JORGENSEN ASSOCIATES PC 99,824.96 / JOHN R & JOANNE D CLARK 560.00 KELLY MACKENZIE 331.37 / KMTN THE MOUNTAIN 800.00 KUSSMAUL ELECTRONICS CO. INC. 818.48 / LARRY H MILLER FORD 551.25 LASER XPRESS 183.03 / LONG BUILDING TECHNOLOGIES, INC. 1,597.99 LOWER VALLEY ENERGY 1,796.42 / MARTA IWASECZKO 52.50 MD NURSERY & LANDSCAPING INC. 8,217.04 / MERIDIAN ENGINEERING P.C. 1,309.38 MISSION MANAGER INC. 2,800.00 / NORCO, INC. 46.80 / OFFICE ALLY 35.45 PIPECO IDAHO FALLS 953.14 / HAL JOHNSON JR-PROFESSIONAL EXPRESS 224.00 PROPAC 846.30 / QUADIENT INC 27.12 / QUADIENT FINANCE USA INC 662.63 QUILL 24.87 / QUICKSERIES PUBLISHING INC 460.76 / RACHAEL KARNS 104.00 RAYMOND LANE 1,486.55 / Rafter J IMPROVEMENT & SERVICE DIST 146.43 ROCKY MOUNTAIN YETI 184.95 / ROTH ENTERPRISES 420.00 / RON'S TOWING LLC 1,000.00 SARA BUDGE 52.50 / SABRINA TREVATHAN 1,384.05 SERVICE GRINDING & SHARPENING INC. 523.45 / SHANE FLUD 52.50 SHERVIN'S INDEP. OIL 218.05 / SMITHS CUSTOMER CHARGES 322.33 SOPHIE DELLERGO 405.13 / S & S WORLDWIDE, INC. 13.96 / STAPLES 93.73 STOTZ EQUIPMENT 896.73 / ST JOHN'S MEDICAL CENTER 315.00 STINKY PRINTS LLC 273.04 / ELIOR INC. 3,907.86 / TETON COUNTY 4-H COUNCIL 51.35 TC INTEGRATED SOLID WASTE 117.00 / TETON CO. SCHOOL DISTRICT #1 4,180.35 TETON COUNTY TREASURER 124,729.56 / TETON COUNTY TREASURER 1,934.28 TETON COURIER 71.25 / TETON MEDIA WORKS, INC. 4,222.74 / THE DOOR MAN 2,900.53 THYSSEN-KRUPP ELEVATOR CORP. 994.23 / THE MASTER'S TOUCH LLC 353.59 THOMSON REUTERS-WEST 1,375.42 / TOWN OF JACKSON 26,510.53 TOWN OF JACKSON 8,008.71 / UNIFORMS 2 GEAR 422.87 / LOCAHAN LLC 6,400.00 VERIZON WIRELESS 760.86 / VISA 8,024.84 / WESTERN LAND GROUP INC 280.47 WESTERN RECORDS DESTRUCTION INC. 45.00 / WEST BANK SANITATION 1,539.62 WHITE GLOVE PROFESSIONAL CLEANING 415.00 / WILSON SEWER DISTRICT 230.00 WYDOT-FINANCIAL SERVICES 119.80 / WYOMING PUBLIC HEALTH LABORATORY 2,149.00 WYOMING PUBLIC MEDIA-KUWR 3,240.00 / XEROX FINANCIAL SERVICES 541.49 XEROX CORPORATION 484.20 / YELLOW IRON EXCAVATING LLC 300.00 ZOLL MEDICAL CORPORATION 3,002.48

**Publish: 11/09/22**

**OFFICIAL SUMMARY PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS, TETON COUNTY, WYOMING**

The Teton County Board of Commissioners met in regular meeting on October 18, 2022 in the Commissioners Chambers located at 200 S. Willow in Jackson. The meeting was called to order at 9:02 a.m. and the Pledge of Allegiance was recited.

#### ROLL CALL

County Commission: Natalia Macker, Chairwoman, Luther Propst, Vice-Chairman, Mark Barron, Mark Newcomb and Greg Epstein were present.

#### ADOPTION OF AGENDA

A motion was made by Commissioner Epstein and seconded by Commissioner Newcomb to adopt today's agenda as presented. Chairwoman Macker called for the vote. The vote showed all in favor and the motion carried.

#### MINUTES

A motion was made by Commissioner Newcomb and seconded by Commissioner Epstein to approve the 9-22-2022, 9-26-2022, 9-26-2022 (BOE), 10-3-2022, and 10-4-2022. minutes. Chairwoman Macker called for the vote. The vote showed all in favor and the motion carried.

#### CONSENT AGENDA

A motion was made by Commissioner Newcomb and seconded by Commissioner to place the following Matters from Staff on a Consent Agenda:

2. Consideration of Contract with the JH Community Counseling Center for Suicide Prevention Services and Prevention Services Related to Alcohol, Tobacco, and other Drugs

3. Consideration of a Contract with the City of Jackson to Provide Tobacco Prevention and Alcohol Education and Prevention Activities

4. Consideration of Atherton Campground Snow Removal Grant Agreement with Wyoming State Trails

5. Consideration of Amendment and Restatement Special Restriction for 7332 Rimrock Road

6. Consideration of Letter of Authorization for 105 Mercill Avenue

7. Consideration of LWCF Grant Application Resolution

8. Consideration of Stop Loss Insurance Renewal Offer

9. Consideration of ARP Fund Authorization for Sheriff and EOC

10. Consideration of Professional Services Agreement for Wildlife Crossings Preliminary Designs

11. Consideration of Letter of Concurrence for Wildlife Crossings

Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.

A motion was made by Commissioner Newcomb and seconded by Commissioner Epstein to approve the items on the Consent Agenda with the motion as stated in their respective staff report. Chairwoman Macker called for the vote. The vote showed all in favor and the motion carried.

#### MATTERS FROM COMMISSION AND STAFF:

2. Consideration of Contract with the JH Community Counseling Center for Suicide Prevention Services and Prevention Services Related to Alcohol, Tobacco, and other Drugs

To approve the contract with the Jackson Hole Community Counseling Center to provide suicide prevention services and prevention services related to alcohol, tobacco, and other drugs, in an amount not to exceed \$30,250.00 for the period July 1, 2022 – June 30, 2023.

3. Consideration of a Contract with the City of Jackson to Provide Tobacco Prevention and Alcohol Education and Prevention Activities

To approve the contract with the City of Jackson to provide prevention services related to tobacco youth use not to exceed

\$2,720.00 for the period July 1, 2022 – June 30, 2023.

4. Consideration of Atherton Campground Snow Removal

Grant Agreement with Wyoming State Trails

To approve the Maintenance, Construction, and Planning Grant Agreement in the amount of \$10,500 between the State of Wyoming, Department of State Parks and Cultural Resources, Division of State Parks, Historic Sites and Trails, and Teton County for snow removal at the Atherton Campground

5. Consideration of Amendment and Restatement Special Restriction for 7332 Rimrock Road

To approve the Amendment and Restatement Special Restriction as presented by staff for 7332 Rimrock Road

6. Consideration of Letter of Authorization for 105 Mercill Avenue

To approve the Letters of Authorization for 105 Mercill Avenue as presented today.

7. Consideration of LWCF Grant Application Resolution

To approve the resolution authorizing the submittal of a grant application to the 2023 Wyoming Land and Water Conservation Fund in the amount of \$200,000.

8. Consideration of Stop Loss Insurance Renewal Offer

To approve the Stop Loss Insurance Renewal Offer, Option one (1), from Voya Financial.

9. Consideration of ARP Fund Authorization for Sheriff and EOC

To approve the purchase of public safety radios to be paid with American Rescue Plan (ARP) Funds in the amount of \$141,178 for Sheriff and \$26,880 for EOC

10. Consideration of Professional Services Agreement for Wildlife Crossings Preliminary Designs

To approve the Professional Services Agreement with Jorgensen Associates Inc., in the not-to-exceed amount of \$662,624.16, for the development of Teton County Wildlife Crossing Preliminary Designs.

2) I further move to approve the utilization of Wildlife Crossings SPET funds approved by Teton County voters in 2019 for this project.

11. Consideration of Letter of Concurrence for Wildlife Crossings

To approve the letter of concurrence with WYDOT to fund two wildlife crossings that are part of the WYDOT Snake River bridge project, in the amount of \$2,716,598.00.

#### DIRECT CORRESPONDENCE

1. Rich Ochs 9/27/2022 email regarding FEMA's Local Elected Official Guide

2. Jesse Glick 9/27/2022 email regarding Bearproof Trash

3. Mark Sullivan 9/27/2022 email regarding One Wild life Ranch DEV

4. Holly Hegener 9/27/2022 email regarding One Wild life Ranch DEV

5. Peter kennedy 9/27/2022 email regarding One Wild life Ranch DEV

6. Lizzy Moran 9/27/2022 email

# • Public Notices •

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58. Arthur Greger 10/3/2022 email regarding Rafter J Lot 333  
59. Kristine Lee 10/3/2022 email regarding Pathways  
60. Judy Legg 10/3/2022 email regarding Rafter J Lot 333  
61. Joy Watson 10/3/2022 email regarding Fish Creek - One Wildlife  
62. Elizabeth Jacobson 10/4/2022 email regarding Rafter J Lot 333  
63. Sue Perkins 10/3/2022 email regarding Rafter J Lot 333  
64. Bobbie Dailey 10/3/2022 email regarding Rafter J Lot 333  
65. Tom Pockat 10/3/2022 email regarding Rafter J Lot 333  
66. Lee FitzPatrick 10/3/2022 email regarding Rafter J Lot 333  
67. Jan Lovett 10/3/2022 email regarding Rafter J Lot 333  
68. Mary Sharood 10/3/2022 email regarding Rafter J Lot 333  
69. Bob Wemple 10/3/2022 email regarding Rafter J Lot 333  
70. Vicky O'Donoghue 10/3/2022 email regarding Rafter J Lot 333  
71. Case Brown 10/3/2022 email regarding Rafter J Lot 333  
72. Laurel Sanyville 10/3/2022 email regarding Rafter J Lot 333  
73. Mike FitzPatrick 10/3/2022 email regarding Rafter J lot 333  
74. Margaret Creel 10/3/2022 email regarding Rafter J Lot 333  
75. Jessica Hendryx Brown 10/3/2022 email regarding Rafter J Lot 333  
76. Kathie Brazinski 10/5/2022 email regarding Rafter J Lot 333  
77. Jody Donnelly 10/3/2022 email regarding Rafter J Lot 333  
78. Rosi De Haan 10/3/2022 email regarding WYDOT Housing  
79. Pamela McIntosh 10/3/2022 email regarding Rafter J Lot 333  
80. Julien Haas 10/4/2022 email regarding Rafter J Lot 333  
81. Jonathan Schechter 10/4/2022 email regarding September Tax Data  
82. Jason Fritts 10/4/2022 email regarding SPET Items  
83. Renee Seidler 10/4/2022 email regarding Rules and Regs Affordable Housing  
84. Keith Harger 10/4/2022 email regarding Rafter J Lot  
85. Chi Melville 10/6/2022 email regarding One Wildlife Ranch  
86. Stacey Morse 10/7/2022 email regarding Airport Board candidates  
87. Peggy Gilday 10/10/2022 email regarding Miller Park Extension of Season  
88. Brad Dickey 10/10/2022 email regarding Rafter J Lot 333  
89. Fred Arbuckle 10/11/2022 email regarding Hopkins/ JH Airport Board Application

## PUBLIC COMMENT

Public comment was given by Meghan Quinn (via Zoom) regarding enforcement of water protection regulations of activities on a parcel near Fish Creek.

## MATTERS FROM COMMISSION AND STAFF

1. Consideration of Approval of Petition for Formation of the Hoback Junction Water and Sewer District

Keith Gingery, Chief Deputy County Attorney, presented to the Board for consideration of approval a Petition for Formation of the Hoback Junction Water and Sewer District.

Robert Frodeman of Hoback Junction filed with the Teton County Clerk a Petition for Formation of the Hoback Junction Water and Sewer District. The Petition was filed on August 18, 2022. The County Clerk reviewed the signatures attached to the petition and found the signatures to meet all requirements of the statute. A map of the proposed new district was submitted to the Wyoming Department of Revenue and to the Teton County Assessor, which both approved the map. The name of the new Water and Sewer District will be the Hoback Junction Water and Sewer District.

The resolution reads thus:

## BOARD OF COUNTY COMMISSIONERS OF TETON COUNTY

### RESOLUTION # \_\_\_\_\_

(Order Approving the Petition for Formation of the Hoback Junction Water and Sewer District)

WHEREAS, Petitioner; Robert Frodeman of 1660 E J-W Drive, Jackson, Wyoming; submitted a Petition for Formation of the Hoback Junction Water and Sewer District on August 18, 2022, to the Teton County Clerk; and

WHEREAS, the Hoback Junction Water and Sewer District will have all the powers conferred upon water and sewer districts under the Water and Sewer District Act, Wyoming Statute §§41-10-101 through 157; and

WHEREAS, the Teton County Clerk has certified the signatures of meeting all requirements of Wyoming Statute §§22-29-107; and

WHEREAS, the Teton County Assessor and the Wyoming Department of Revenue have reviewed the boundaries of the proposed district and have found no overlaps, gaps, conflicts, or boundary issues; and

WHEREAS, this hearing was properly noticed under Wyoming Statute §§22-29-109(a)(ii); and

WHEREAS, a hearing was held on today's date, October 18, 2022, and

WHEREAS, the Teton County Board of County Commissioners find that the proposed area to be included in the district will be benefitted by the Water and Sewer District; and

WHEREAS, the Teton County Board of County Commissioners find that it is appropriate to waive the requirement for a detailed description of the construction to be completed, so long as no construction shall be commenced without prior approval by the Teton County Board of County Commissioners; and

NOW THEREFORE, having duly met at a regular meeting, October 18, 2022, and considered the matter, it is

RESOLVED, that the Petition for Formation of the Hoback Junction Water and Sewer District is approved and find that the proposed district benefits the area proposed to be in the district; and

IT IS FURTHER RESOLVED, that the district shall be named the "HOBACK JUNCTION WATER AND SEWER DISTRICT;" and

IT IS FURTHER RESOLVED, that the boundaries of the district shall be as outlined in Exhibit A and B of the Petition.

IT IS FURTHER RESOLVED, that the board waives the requirement for a detailed description of the system proposed with the condition that prior to construction beginning the commission must approve the plan; and

IT IS FURTHER RESOLVED, that it is respectfully requested that the Teton County Clerk assist the petitioner in conducting a mail ballot to approve the formation of the district and to elect the initial directors after the expiration of the 30 day objection period outlined in Wyoming Statute §§22-29-109(e).

Adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

## COUNTY COMMISSIONERS

Natalia D. Macker, Chairwoman, Teton County Board of County Commissioners  
Maureen E. Murphy, County Clerk

There was no public comment.

Chris Colligan, Public Works Project Manager, answered questions from the Board.

A motion was made by Commissioner Propst and seconded by Commissioner Epstein to approve the Order approving the Petition for Formation of the Water and Sewer District, and find that the proposed district benefits the area proposed to be in the district, and I further move to waive the requirement for a detailed description of the system proposed with the condition that prior to construction beginning the commission must approve the plan, and lastly I further move to direct the County Clerk to assist the proposed district in conducting a mail ballot to approve the formation of the district and to elect the initial directors. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.

## MATTERS FROM PLANNING AND DEVELOPMENT

Findings of Fact, Conclusions of Law, and Order:

a. DEV2022-0002 – LF&F, LLC

Keith Gingery, Chief Deputy County Attorney, presented to the Board for consideration of approval the Findings of Facts and Conclusions of Law for DEV2022-0002, a Development Plan application made by SJ Planning Solutions on behalf of LF&F, LLC, pursuant to Section 8.3.2. of the Teton County Land Development Regulations for a Rural Planned Residential Development (Rural PRD). This matter was heard by the Board of County Commissioners on October 4, 2022 where the Board voted 1-4 to approve the application and the motion failed.

A motion was made by Commissioner Epstein and seconded by Commissioner Propst to approve the Findings of Fact and Conclusions of Law for DEV2022-0002 with the two changes made as noted in paragraphs 8 and 9. In Paragraph 8, the word "partnered" was deleted and the word "involved" was inserted. In Paragraph 9 the last clause of "under which the Teton County Scenic Preserve Trust would serve as the conservation easement holder for the Rural PRD" was deleted. Chairwoman Macker called for a vote. The vote showed four in favor and the motion carried 4-1 with Commissioner Barron opposed.

b. SKC2022-0002 – Wyoming Department of Transportation Keith Gingery, Chief Deputy County Attorney, presented to the Board for consideration of approval the Findings of Fact and Conclusions of Law for SKC2022-0002, a Sketch Plan application made by Nelson Engineering on behalf of the Wyoming Department of Transportation, pursuant to Section 8.3.1 of the Teton County Land Development Regulations (LDRs), for a 28 Accessory Residential Unit workforce housing project. This matter was heard by the Board of County Commissioners on October 4, 2022 where the sketch plan was approved with the findings listed in the document.

There was no public comment.

A motion was made by Commissioner Epstein and seconded by Commissioner Barron to approve the Findings of Fact and Conclusions of Law for SKC2022-0002. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.

1. Permit: CUP2022-0003 – CONTINUE TO NOVEMBER 1, 2022

Applicant: SCHROTH, ROBERT E. & LINDA M.

TRUSTEES

Presenter: Hamilton Smith

Request: A Conditional Use Permit request pursuant to Land Development Regulation Section 8.4.2 to amend the Jackson Hole Winery Home Business CUP.

Location: 2800 Boyles Hill Road, Lot 3B, of the Dairy Subdivision, generally located 1.4 miles west of the South Park Loop and Highway 89 intersection. The property is zoned Planned Unit Development - Rural 2 and is not within the Scenic Resources Overlay or the Natural Resources Overlay.

A motion was made by Commissioner Barron and seconded by Commissioner Epstein to continue CUP2022-0003 to the November 1st, 2022 Board of County Commissioners meeting. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.

2. Permit: DEV2022-0003

Applicant: CS JACKSON GROUP, LLC

Presenter: Hamilton Smith

Request: A Development Plan application for a light industrial warehouse with four (4) Accessory Residential Units (ARUs) pursuant to Section 8.3.2 of the LDRs.

Location: The subject property is located at 3555 South Park Drive, and accessed from South Park Drive off of South Highway 89. The land is zoned Business Park (BP-TC) within the Natural Resources Overlay.

Hamilton Smith, Principal Planner, presented to the Board for consideration of approval a development Permit pursuant to Section 8.3.2 of the Teton County Land Development Regulations (LDRs) to permit a 11,647 sf light industrial warehouse project with four Accessory Residential Units (ARUs) at 3555 South Park Drive within the Business Park zone.

The applicant is proposing a Development Plan to construct a light industrial storage warehouse with four accessory residential units at 3555 South Park Drive. Less than 12,000 sf of nonresidential floor area is proposed; therefore, the project did not go through Sketch Plan review. The proposed square footage is within one structure, with the residential uses located on the second floor, to the north end of the building.

There was no public comment.

Taylor Cook, Nelson Engineering, commented on the Application.

Kristi Malone, Housing Supply Specialist, answered questions from the Board.

A motion was made by Commissioner Barron and seconded by Commissioner Epstein to approve DEV2022-0003, a Development Plan for a light industrial warehouse project with four Accessory Residential Units, based upon the application dated April 25, 2022, being able to make all five (5) findings for approval under Section 8.3.2., with six (6) conditions of approval (1. a.-c. and 2. a.-c.), as follows:

1. Prior to submittal for Building Permit:

a. A Housing Mitigation Plan shall be submitted by the applicant for review by the Planning Department and Housing Department as part of a sufficient Basic Use Permit application for the proposed Light Industry use. The Housing Mitigation Plan shall demonstrate how the standards of LDR Div. 6.3 are met for the proposed development and use.

b. All restricted units shall be designed to comply with the Livability Standards in the Jackson/Teton County Housing

Department Rules and Regulations. A completed Livability Standards Questionnaire for each unit type shall be submitted by the applicant to the Housing Department for review along with floor plans that include dimensions and a functional furniture placement diagram.

c. A Livability Standards Approval Letter issued by the Housing Department is required to be included in the Building Permit application.

2. Prior to issuance of Certificate of Occupancy on the Building Permit:

a. The applicant or applicant's agent(s) shall attend a Compliance Conference with the Housing Department.

b. The Housing Department shall inspect the units to confirm that each were built to Livability Standard specifications.

c. A restriction drafted by the Housing Department using the approved Restriction Template will be recorded on the units and property with terms of Workforce occupancy and Affordability, as applicable. The applicant will be responsible for payment of recording fees.

Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.

The meeting recessed at 9:45 a.m. and reconvened at 10:02 a.m.

3. Permit: CUP2021-0005 - CONTINUED FROM OCTOBER 4, 2022

Applicant: STAGE STOP INC.

Presenter: Chandler Windom

Request: Conditional Use Permit pursuant to Section 8.4.2 of the Teton County Land Development Regulations to allow for Workforce Apartments at the Legacy Lodge.

Location: 3000 W Big Trail Drive, or Lot 333, is situated in the northeast corner of the Rafter J Ranch Subdivision. The property is zoned Planned Unit Development Rural-3 and is not within any Overlays.

Chandler Windom, Senior Planner, presented to the Board for consideration of approval a Conditional Use Permit pursuant to Section 8.4.2 of the Teton County Land Development Regulations (LDRs) to allow for Workforce Apartments at the Legacy Lodge, with the amended conditions:

1. Prior to the issuance of the Certificate of Occupancy for the units within each building wing (4 wings in total), the owner shall restrict the occupancy of the apartment units to members of the Teton County Workforce, in a deed restriction form that is acceptable to the Jackson/Teton County Affordable Housing Department.

2. The minimum lease period for apartment occupants shall be 6 months in accordance with the Jackson/Teton County Affordable Housing Rules & Regulations. The minimum lease period for any master leases shall be consistent with the occupant leases to which they apply. Each occupant lease and master lease shall be reviewed and approved by the Housing Department prior to applicant use.

3. For at least 75% of the units a right of first rental refusal shall be offered to qualifying members of the workforce who are critical service providers as defined by the Jackson/Teton County Affordable Housing Department or to employees of education or childcare institutions in Teton County, WY.

4. Annual monitoring reports shall be submitted by the owner to the Teton County Planning Director prior to January 31st of each year, which at minimum shall demonstrate compliance with the conditions of approval including the occupancy restriction and analysis of the Parking and Transportation Demand Management plan. The submittal shall include the property manager's complaint/enforcement log. These reports may be elevated to the Board of County Commissioners if deemed the monitoring report warrants a public review. If deemed necessary the Board may impose additional conditions of approval at this time to mitigate impacts or respond to changing conditions.

5. The Transportation Demand Management plan shall include the owner/operator supplying all occupants of the apartment building with START Bus passes annually, at no cost to the occupant. Should individual occupants choose not to receive a pass, then the owner/operator shall make a contribution to START in an amount equal to the cost of the unused passes to support START service to Rafter J. Prior to the occupancy of any apartment units the applicant shall enter into an agreement with START to document the above requirement.

6. Within six (6) months of permit issuance, the owner of Lot 333 shall apply to the Rafter J HOA for approval of the pathway crossing improvements in a manner that is acceptable to the Teton County Pathways Coordinator. The owner of Lot 333 shall complete the pathway crossing improvements within one (1) year of Rafter J HOA approval.

7. Prior to the issuance of any Certificates of Occupancy, the applicant shall request and pass the required Jackson Hole Fire Department inspections.

8. Prior to occupancy of any individual apartment unit, the owner shall install the additional required vehicle parking equal to a minimum of one parking space per unit occupied and 5 additional guest spaces, for a total of 62 vehicle parking spaces for 57 units. Within six (6) months of permit issuance, the owner shall apply to the Rafter J Development Review Committee for approval to install a minimum of one (1) bicycle parking/storage space per Apartment Unit. The applicant shall install the required bicycle parking within one (1) year of the Rafter J Development Review Committee approval.

9. Prior to occupancy of each building wing (4 wings in total), each unit shall, at minimum, include complete kitchen facilities as defined in LDR Division 9.5., and Livability Standard components of the Housing Department Rules & Regulations for existing units, and be inspected by Teton County staff.

10. Maximum occupancy of the apartment building shall be a total of 99 individuals.

11. The applicant shall provide an on-site 24-hour property manager whose responsibilities include parking enforcement. It is the responsibility of the landowner, and by proxy the property manager, to inform, monitor and enforce parking restrictions that prohibit any resident, visitor or employee of the site from parking on any Rafter J roads or rights-of-way or anywhere on site that is not in a designated paved and lined parking space.

12. This permit does not authorize use of the existing commercial kitchen by apartment occupants or for any commercial operation. The kitchen and common areas may however be utilized for activities that directly serve the tenants of the apartments as an incidental use limited to group meal service or private gatherings for residents. Only licensed caterers or food service providers may operate the kitchen.

Public comment was given in person by Jan Lovett, Janis

TETON COUNTY BOARD OF

# • Public Notices •

Smith, Margaret Creel (written comment read by Janis Smith), Mike Keegan, Art Greger, Kathy Brazinski, and Case Brown. Via Zoom, public comment was given by Laura Soltau, and Gina Lipp.

Stefan Fodor, Attorney representing the Applicant, and Sadek Darwiche, the Applicant, commented on the application. The meeting recessed at 11:29 a.m. and reconvened at 11:37 a.m.

April Norton, Housing Director, answered questions from the Board. The meeting recessed at 11:52 a.m. and reconvened at 1:32 p.m.

The Board discussed the proposed conditions of approval.

A motion was made by Commissioner Barron and seconded by Commissioner Epstein to continue CUP2021-0005, AMD2022-0005 and AMD2022-0003 to the November 1st, 2022 Board of County Commissioners meeting.

Chairwoman Macker suggested a friendly amendment to continue only CUP2021-0005 to the November 1st hearing, and Commissioner Barron withdrew his motion so that the Planning Director could recommend dates for continuance. A motion was made by Commissioner Barron and seconded by Commissioner Epstein to continue CUP2021-0005 to the November 1st, 2022 Board of County Commissioners meeting. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.

4. Permit: **AMD2022-0005 - CONTINUED FROM OCTOBER 4, 2022**

Applicant: **TETON COUNTY**

Presenter: **Erin Monroe**

Request: Notice is hereby given pursuant to Wyoming Statute §16-3-103 that Teton County is considering adoption of amendments to the Teton County Land Development Regulations (LDRs) to establish longer timeframes for County staff to review five of the planning applications, bringing them to 60 days (from 30-45 days). These applications include the following:

1. Environmental Analyses (EA) LDR Section 8.2.2 (45 to 60 days)
2. Grading Permits (GEC) LDR Section 8.3.4 (45 to 60 days)
3. Sign Permits LDR Section 8.3.5 (30 to 60 days)
4. Basic Use Permits (BUP) LDR Section 8.4.1 (45 to 60 days)
5. Zoning Compliance Verifications (ZCV) LDR Section 8.6.2 (45 to 60 days)

These are amendments to the Land Development Regulations which are authorized pursuant to Wyoming Statute §18-5-201.

Location: Countywide

5. Permit: **AMD2022-0003**

Applicant: **Teton County, Wyoming**

Presenter: **Erin Monroe**

Request: Teton County is considering adoption of amendments to the Teton County Land Development Regulations (LDRs) pursuant to Wyoming State Statute 18-5-316, Requirements for Large Acreage Subdivision Permits. This would remove the blanket exemption for the subdivision of parcels larger than 35 acres, creating new submission and analysis requirements in order to increase transparency on the condition, development potential, and accessibility of subdivided parcels.

Location: Countywide

A motion was made by Commissioner Barron and seconded by Commissioner Epstein to continue AMD2022-0005 and AMD2022-0003 to the November 15, 2022 Board of County Commissioners meeting. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried.

NOTE: Permit Applications AMD2021-0001 and ZMA2021-0001, made by the Robertson family, were continued to this date from the April 19, 2022 Board of County Commissioner meeting. These applications have been remanded to staff by the Planning Commission and are withdrawn from consideration on this agenda. When brought before the Planning Commission again, new notices will be sent out including new noticing for any future Board of County Commissioners hearings. See Memo from Planning and Building.

MATTERS FROM COMMISSION – none.

ADJOURN

A motion was made by Commissioner Barron and seconded by Commissioner Epstein to adjourn. Chairwoman Macker called for a vote. The vote showed all in favor and the motion carried. The meeting adjourned at 2:47 p.m.

Respectively submitted: csw

TETON COUNTY BOARD OF COMMISSIONERS

/s/ Natalia D. Macker, Chair

ATTEST: /s/ Maureen E. Murphy, County Clerk

Publish: **11/09/22**

## TETON COUNTY DIVISION OFFICES

### • PUBLIC NOTICE •

#### NOTICE OF PUBLIC REVIEW

#### TETON COUNTY PLANNING COMMISSION MEETING

Monday, 11/28/2022

Notice is hereby given that a Public Hearing will be held by the Teton County PLANNING COMMISSION for the purpose of considering the applications listed below pursuant to the Wyoming State Statutes, Sections 16-3-101, et. seq. 18-5-201, et. seq. and 18-5-301, et. seq. as applicable. The Public Hearing will be held in the Commissioners Meeting Room of the Teton County Administration Building at 200 S. Willow Street in Jackson, Wyoming on Monday, 11/28/2022 in their regular meeting which begins at 6:00 PM. Information regarding the applications listed below may be obtained from the Teton County Planning and Building Services Department, Monday through Friday, 8:00 AM to 5:00 PM, telephone 307-733-3959.

Permit Number **CUP2022-0006**

Applicant HH Land Strategies

Request A Conditional Use Permit pursuant to Section 8.4.2 of the Land Development Regulations for a Mini-Storage Warehouse.

Location 10755 S Highway 89 is Lots 8-12 of the Rogers Point Subdivision in Hoback Junction. The property is on the east bank of the Snake River, is zoned Auto-Urban Commercial and is in the Natural Resources Overlay.

Permit Number **DEV2022-0007**

Applicant HH Land Strategies

Request A Development Plan pursuant to Section 8.3.2 of the Land Development Regulations for 11,999 sf of Mini-Storage Warehouse.

Location 10755 S Highway 89 is Lots 8-12 of the Rogers Point Subdivision in Hoback Junction. The property is on the east bank of the Snake River, is zoned Auto-Urban Commercial and is in the Natural Resources Overlay.

Permit Number **DEV2022-0009**

Applicant ASTORIA PARK CONSERVANCY

Request A Development Permit pursuant to Section 8.3.2 of the Teton County Land Development Regulations to construct a 4-unit employee housing building for Astoria Park Conservancy employees.

Location 12623 S River Bend Road is located on Lot 1 of the Astoria Hot Springs Park Subdivision, adjacent to the Astoria Hot Springs on the Southeast bank of the Snake River, approximately 3 miles south of Hoback Junction. The parcel is zoned Planned Resort and Park and is partially within the Natural Resources Overlay.

Publish: **11/09/22**

### • CONTINUED PUBLICATIONS •

#### FORMAL BID REQUEST

Invitation for formal bids is being accepted for the purchase and delivery (if applicable) of New Bear-Proof Trash Receptacles for twenty 32-gallon trash cans.

Notice is hereby given that the Teton County/Jackson Parks and Recreation Department will receive formal bids prior to 3:00 PM on Wednesday, November 30, 2022 on the Teton County Public Purchase site or at the Department's Administrative Offices at the Recreation Center, 155 East Gill, Jackson Wyoming. The bid shall be for new Bear-Proof Trash Receptacles as per the minimum specification provided in the invitation. Bid documents can be downloaded at the Teton County Public Purchase Site.

Publish: **11/02, 11/09/22**

Teton County has issued a Request for Qualifications ("RFQ") in search of facilitators that have expertise and experience in the field of transportation governance and planning. Experienced persons and firms are invited to provide the information listed in this RFQ to Teton County Administration up to but not later than 9:00 am MST on November 28, 2022.

Firms will be selected to complete the scope of work outlined on Public Purchase, Bid ID 164403 for Transportation Governance and Planning Facilitation. Each respondent shall submit a response according to the format described in Exhibit F along with a fee proposal for this project. More information is available at Public Purchase; questions and responses must be submitted through Public Purchase.

Publish: **11/02, 11/09/22**

#### NOTICE OF APPLICATION FOR A TRANSFER OF OWNERSHIP OF A RESORT LIQUOR LICENSE

Notice is hereby given that on the 20th day of October 2022, Jackson Hole Hotel Tenant, LLC filed an application for the transfer of ownership of a resort liquor license from DTRS Jackson Hole, LLC and, in the office of the Clerk of the County of Teton for the following described place:

Jackson Hole Hotel Tenant LLC dba Four Seasons Resort Jackson Hole, 7680 Granite Loop Road, Teton Village, WY 83025

And protests, if any there be, against the issuance of the license will be heard at the hour of 9:00 A.M., on the 15th day of November 2022, in the County Commissioners Chambers in the Teton County Administration Building.

Publish: **11/02, 11/09/22**

## TOWN OF JACKSON NOTICES

### • LIQUOR LICENSE •

#### PUBLIC NOTICE: Notice of Application for a Resort Liquor License

Notice is hereby given that the applicant whose name is set forth below filed application for a Resort Liquor License in the Office of the Town Clerk of the Town of Jackson, Teton County, Wyoming. The date of filing, name of the said applicant, and description of the place or premises which the applicant desires to use are as follows: Date Filed: October 18, 2022 Applicant: CCC's PBI LLC d/b/a Mountain Modern Motel Location: 380 W. Broadway Ave., Jackson, WY 83001

Protest, if any there be, against the transfer of the above license will be heard at the hour of 6:00 pm or as soon thereafter as the matter can be heard, on the 21st day of November 2022 before the Town Council of the Town of Jackson, Teton County, Wyoming, in the Council Chambers of the Town Hall at 150 East Pearl.

Dated this October 21, 2022. L. Lenamond, Sr. Deputy Town Clerk

Publish: **11/09, 11/16/22**

#### PUBLIC NOTICE: Notice of Application for a Restaurant Liquor License

Notice is hereby given that the applicant whose name is set forth below filed application for a Restaurant Liquor License in the Office of the Town Clerk of the Town of Jackson, Teton County, Wyoming. The date of filing, name of the said applicant, and description of the place or premises which the applicant desires to use are as follows:

Date Filed: October 21, 2022

Applicant: Root Cafe LLC d/b/a Soluna

Location: 225 N. Cache, Jackson, WY 83001

Protest, if any there be, against the transfer of the above li-

cense will be heard at the hour of 6:00 pm or as soon thereafter as the matter can be heard, on the 21st day of November 2022 before the Town Council of the Town of Jackson, Teton County, Wyoming, in the Council Chambers of the Town Hall at 150 East Pearl.

Dated this November 1, 2022. L. Lenamond, Sr. Deputy Town Clerk

Publish: **11/09, 11/16/22**

## GENERAL PUBLIC NOTICES

### • NAME CHANGE •

STATE OF WYOMING )  
COUNTY OF Teton )  
IN THE DISTRICT COURT )  
9th JUDICIAL DISTRICT )  
IN THE MATTER OF THE )  
CHANGE OF NAME OF )  
Bernadette Marie Brown )  
Petitioner )  
Civil Action Case No. 18787

### NOTICE OF PUBLICATION

You are hereby notified that a Petition For Change of Name, Civil Action No. 18787, has been filed on behalf of (current full name) Bernadette Marie Brown in the Wyoming District Court for the 9th Judicial District, whose address is (address of District Court) 100 S. King St. 2nd Floor, Jackson WY 83001, the object and prayer of which is to change the name of the above-named person from Bernadette Marie Brown to Bernadette Palma Esposito.

(current full name) (desired full name)

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

DATED this 31 day of October, 2022.



BY CLERK OF COURT:  
Ch. Jackson  
Clerk of District Court / Deputy

Publish: **11/09, 11/16, 11/23, 11/30/22**

### • REQUEST FOR BIDS •

#### NEW BID OPPORTUNITY AT THE JACKSON HOLE AIRPORT

Wadman Corporation is the Construction Manager at Risk for the Jackson Hole Airport which includes several projects at the Jackson Hole Airport.

Wadman Corporation is seeking bids from qualified manufacturers for the supply of (3) 30,000 GALLON FUEL TANKS AS OUTLINED IN THE PROJECT DOCUMENTS.

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

Project Name: Fuel Facility Tanks

This project consists of supplying 3 jet fuel tanks.

TANKS MUST BE DELIVERED TO SITE: JUNE 14TH, 2023

PLEASE CONTACT CODY TOONE IF YOU NEED TO DISCUSS DELIVERY DATES REQUIREMENTS FURTHER.

PLANS ARE AVAILABLE NOW.

Please email Cody Toone for the plan link and information. His email address is ctoone@wadman.com

PROPOSALS ARE DUE - November 18th, 2022 by 3 PM MST to Wadman Corporation via email at bids@wadman.com

To obtain further bid information on this project please contact:

Wadman Corporation

Estimating - Cody Toone - ctoone@wadman.com

Project Manager - Sam Venable - svenable@wadman.com

Office Line: 801-621-4185

Publish: **11/09, 11/16/22**

#### REQUEST FOR QUALIFICATIONS AIRPORT ON-CALL ENGINEERING SERVICES JACKSON HOLE AIRPORT

Sealed Statements of Qualifications (SOQ) will be accepted until 3:00 PM MDT, December 23, 2022, by the Jackson Hole Airport Board, 1250 East Airport Road Jackson, WY 83001. The Board is seeking a qualified firm to provide on-call engineering services for the Jackson Hole Airport.

RFQ documents may be obtained from the Jackson Hole Airport, Administration Manager, Anna Valsing, by email at anna.valsing@jhairport.org. Sealed SOQs may be submitted to the above address and are to be marked: "On-Call Engineering Services".

# • Public Notices •

The Jackson Hole Airport Board is an Equal Employment Opportunity (EEO) organization which does not discriminate against any prospective firm on the basis of race, religion, color, sex, age, national origin, sexual orientation, or presence of any sensory, mental, or physical disability in the consideration of contract award. The successful environmental firm will be required to comply with all EEO, federal, state, and local laws and regulations.

**Publish: 11/09, 11/16/22**

## • ABANDONED VEHICLES •

1994 Honda Accord  
Vin: JHMCD555XRC055729  
Amt Due: \$4800.00

2007 Cadillac Escalade  
Vin: 1GYFK63847R201571  
Amt Due: \$5937.50

2003 Dodge Durango  
Vin: 1D4HS48N93F543520  
Amt Due: \$ 4625.00

2017 Ford Focus  
Vin: 1FADP3L93HL344592  
Amt Due: \$ 5915.90

1990 Ford E-Series Cargo Van  
Vin: 1FDEE14H9LHA50412  
Amt Due: \$5682.80

1999 Ford E-350 Van  
Vin: 1FBSS3L6XHB81070  
Amt Due: \$8529.95

2010 Chevy HHR  
Vin: 3GNBAAADB9AS619348  
Amt Due: \$9250.00

2020 CIMC Semi Refer Trailer  
Vin: 527SR5327LM018493  
Amt Due: \$20362.65

2007 Freightliner CST120  
Vin: 1FUJBAV17LV91915  
Amt Due: \$18215.00

Date of auction November 18th 2022  
Please contact Shiela @ 307-733-8697  
with any questions.

**Publish: 11/09, 11/16/22**

## • STORAGE AUCTIONS •

Notice is hereby given that on Monday, November 21st, 2022 at 1a a.m. The undersigned, Storage Stables, 3400 South US Hwy 89, (307) 733-6876, in the city of Jackson, county of Teton, state of Wyoming, will sell by Competitive Online bidding at www. storageauctions.net (search auctions in zip code 83001) the personal property heretofore stored with the undersigned by:

Michelle Nisson  
2475 Cascade Drive Apt 116  
P.O. box 172  
Rock Springs, Wyoming 82901  
Storage Unit # 386

Tomarcus Smothers  
520 West Broadway  
Jackson, Wyoming 83001  
Storage Unit 247

**Publish: 11/09, 11/16/22**

## • PUBLIC NOTICE •

THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT IN AND FOR TETON COUNTY, WYOMING  
IN THE MATTER OF THE WRONGFUL DEATH OF OCIEL PONCE PEREZ, Deceased

Civil No.: 18766

## NOTICE OF WRONGFUL DEATH REPRESENTATIVE

TO ALL INTERESTED PERSONS: You are hereby notified that on the 31st Day of October, 2022, that Silvia Ruth Perez filed an action to have her appointed as wrongful death representative and any person claiming to qualify under W.S. 1-38-104(a) may intervene as a matter of right. Any person who intends to intervene shall serve notice of the intervention on the wrongful death representative attorney: Roy A. Jacobson, Jr., Jacobson Law Offices, 1335 Ashley St., Laramie, WY 82070

DATED this 31st Day of October 2022.

**Publish: 11/09, 11/16, 11/23/22**

## NOTICE OF FINAL PAYMENT

The Executive Director of Teton Conservation District, acting as agent for Teton Conservation District, has accepted all work as complete according to the written Agreement between Trout Unlimited and Teton Conservation District. Trout Unlimited (hereafter referred to as "the Contractor") is entitled to final payment and therefore on the 20th day of December 2022, the 41st day after the first publication of this notice, final payment of the full amount due under the Agreement will be made. Nothing in this notice shall be construed as relieving the Contractor and the Sureties on its bond from any claim or claims for the work or labor done or materials or supplies furnished in the execution of the Agreement. All persons having claims for labor and materials furnished to the Contractor shall present a verified statement of the amount due and unpaid on account

of the same to the Teton Conservation District prior to the day specified for final payment. Failure on the part of the claimant to file such statement will relieve the Teton Conservation District from any and all liability on such claim. Date this 1st day of November 2022. Sponsor: Teton Conservation District By: Carlin Girard

**Publish: 11/09, 11/16, 11/23/22**

## • INTENT TO SUBDIVIDE •

### LEGAL NOTICE

### NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with §18-5-306 Wyoming Statutes 440 West Kelly Partners LLC intends to apply for a permit to subdivide in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at 733-0440 for scheduled meeting dates. The proposed subdivision will contain 12 condominium units. The project is located on 0.32 acres, described as Lots 3 and 4, Blk 6, Karns 4th addition, a portion of the SW1/4NE1/4 of Section 33, Township 41N, Range 116W. The street address is 430 and 440 W. Kelly Ave, Jackson, WY. The name of the proposed subdivision is 440 West Kelly Condominium Addition to the Town of Jackson.

**Publish: 11/09, 11/16/22**

### LEGAL NOTICE NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Chapter 18-5-306, Wyoming Statutes 1977, as amended, that Teton County and Mercill Partners LLC intends to apply for a permit to subdivide in Teton County. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Council Chambers. Please contact the Planning Office at 733-0440 for the scheduled meeting date. The proposed subdivision contains 30 RESIDENTIAL UNITS and 4 COMMERCIAL UNITS. The project is located on 0.58 acres generally described as being located on Lots 15, 16 and 17, Block No. 2 of Joseph R. Jones Lots to the Town of Jackson, Plat No. 113, within Section 28, Township 41 North, Range 116 West, street address is 105 Mercill Avenue. The site is accessed from Mercill Avenue and North Glenwood Street and will be named MERCILL AVENUE CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON.

**Publish: 11/09, 11/16/22**

## • CONTINUED PUBLICATIONS •

STATE OF WYOMING )  
COUNTY OF Teton ) ss.  
IN THE MATTER OF THE )  
CHANGE OF NAME OF )  
Rebecca Marie Roper ) Petitioner  
Civil Action Case No. 18784  
TETON COUNTY, WYOMING  
CLERK OF DISTRICT COURT  
2022 OCT 21 PM 4:03

### NOTICE OF PUBLICATION

You are hereby notified that a Petition For Change of Name, Civil Action No. 18784, has been filed on behalf of (current full name) Rebecca Marie Roper, in the Wyoming District Court for the 9th Judicial District, whose address is (address of District Court) 180 S. King Street Jackson, WY 83001, the object and prayer of which is to change the name of the above-named person from Rebecca Marie Roper to Rebecca Marie Thomas.

(current full name) (desired full name)

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

DATED this 21<sup>st</sup> day of October, 2022

BY CLERK OF COURT:

Dee Justice  
Clerk of District Court /Deputy

**Publish: 11/02, 11/09, 11/16, 11/23/22**

### IN THE DISTRICT COURT OF THE STATE OF WYOMING IN AND FOR THE COUNTY OF TETON NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF:  
KATHY A. RUNYAN,  
Deceased

Probate No.: 18773

## NOTICE OF PROBATE

You are hereby notified that on October 24, 2022 the Last Will and Testament of Kathy A. Runyan (the "Decedent") was admitted to probate by the above named Court, and Joshua Hayden Runyan was appointed personal representative thereof. Any action to set aside the Will shall be filed in the Court within three months from the date of the first publication of this notice, or thereafter be forever barred. Notice is further given that all persons indebted to Kathy A. Runyan or to Kathy A. Runyan's Estate, are requested to make immediate payment to the Estate of Kathy A. Runyan, C/O the Majors Law Firm, P.C., P.O. Box 2922, 125 S. King Street, Suite 2A, Jackson WY 83001-2922.

Creditors having claims against the decedent or the estate are required to file them in duplicate with the necessary vouchers in the Office of the Clerk of Court on or before three months after the date of the first publication of this notice, and if such claims are not so filed, unless otherwise allowed or paid, they will be forever barred.

DATED October 25, 2022.

M. Jason Majors  
Majors Law Firm, P.C.  
125 S. King Street  
P.O. Box 2922  
Jackson, WY 83001-2922  
(307) 733-4117 Phone  
(307) 733-4117 Facsimile  
Wyoming Bar Registration # 6-3789  
Attorney for Personal Representative

**Publish: 11/02, 11/09, 11/16/22**

### IN THE DISTRICT COURT OF TETON COUNTY, WYOMING NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE )  
CHANGE OF NAME OF )  
 )  
[NO FIRST NAME] )  
[NO MIDDLE NAME] WOOLDRIDGE, )  
Petitioner, )  
Case No. 18785

### NOTICE OF PUBLICATION

You are hereby notified that a *Verified Petition for Adult Change of Name*, Case No. 18785, has been filed on behalf of [No First Name] [No Middle Name] Wooldridge in the Wyoming District Court for the Ninth Judicial District, whose address is 180 S King Street, 2nd Floor, Jackson, WY 83001, the object and prayer of which is to change the name of the above-named person from [No First Name] [No Middle Name] Wooldridge to Terry LaDawn Judd.

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

DATED this 25 day of October, 2022.

Anne C. Sutton  
Clerk of Court

R. Jane Nelson  
Deputy Clerk

**Publish: 11/02, 11/09, 11/16, 11/23/22**

### NOTICE OF ACCEPTANCE AND FINAL PAYMENT TO CONTRACTOR FOR TETON VILLAGE 2022 STREET SURFACING PROJECT

Notice is hereby given that the Teton Village Improvements and Service District has accepted, as completed according to the plans, specifications and rules governing the same, the work performed under that contract dated April 12, 2022 between the Teton Village Water and Sewer District and Evans Construction Company, the Contractor; that work under said contract, known as the Teton Village 2022 Street Surfacing Project, is complete, and the Contractor is entitled to final payment. Notice is further given that subsequent to the forty-first (41st) day after the first publication of this notice, to wit, December 13, 2022 the Teton Village Improvements and Service District will pay to said Contractor the full amount under the contract.

**Publish: 11/02, 11/09/22**

### LEGAL NOTICE

### NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with §18-5-306 Wyoming Statutes, JHHR Holdings I LLC intends to apply for a permit for a subdivision plat in Teton County. A public hearing for said permit will occur at a regular meeting of the Teton County Board of County Commissioners at the Teton County Administration Building. Please contact the Teton County Planning Office at 307-733-3959 for the scheduled meeting date. The proposed subdivision consists of a 25.67-acre portion of Revised Hereford Ranch Tract 10 within Gov't Lot 7 of Section 6., T.40N., R.116W. and is in an area zoned Suburban that is located east of South Park Loop Road, approximately one-third of a mile south of High School Road. After approval and recordation of the one lot subdivision, at a future date it will be re-platted in accord with Development Plan DEV2022-0006.

**Publish: 11/02, 11/09/22**

### STATE OF WYOMING IN THE DISTRICT COURT

)  
COUNTY OF TETON  
NINTH JUDICIAL DISTRICT

### IN THE MATTER OF THE ESTATE OF:

Probate No. 18714  
PAUL E. LOWHAM,

Deceased.

### NOTICE OF PROBATE OF WILL AND NOTICE TO CREDITORS

TO ALL PERSONS INTERESTED IN SAID ESTATE:  
You are hereby notified that on the 28th day of July, 2022, the Last Will and Testament of Paul E. Lowham was admitted to probate by the above-named Court, and that Deborah L. Lowham and Mark C. Lowham were appointed Co-Personal Representatives thereof. Any action to set aside the Will shall be filed in the Court within three months from the date of the first publication of this Notice, or thereafter be forever barred. Notice is further given that all persons indebted to the decedent or to her Estate are requested to make immediate payment to the Estate of Paul E. Lowham, C/O the Majors Law Firm, P.C., P.O. Box 2922, 125 S. King Street, Suite 2A, Jackson WY 83001-2922.

## • Public Notices •

payment to the Estate in care of Cathryn L. Brodie, P.O. Box 7372, Jackson, Wyoming 83002, Attorney for the Estate. Creditors having claims against the decedent or the estate are required to file them in duplicate with the necessary vouchers, in the office of the Clerk of said Court, on or before three months after the date of the first publication of this notice, and if such claims are not so filed, unless otherwise allowed or paid, they will be forever barred.

DATED this 19th day of October, 2022.

Cathryn L. Brodie  
WY Bar No. 6-3152  
Levy Coleman Brodie LLP  
1110 Maple Way, Suite 7  
Jackson, Wyoming 83001  
Mailing Address:  
P.O. Box 7372  
Jackson, Wyoming 83002  
Attorneys for the Estate

Publish: 10/26, 11/02, 11/09/22

STATE OF WYOMING COUNTY OF <u>TETON</u> ) IN THE MATTER OF THE CHANGE OF NAME OF <u>DIANA SANDOVAL</u> Petitioner	) IN THE DISTRICT COURT of the <u>9th</u> JUDICIAL DISTRICT Civil Action Case No. <u>18782</u> CLERK OF DISTRICT COURT FILED WYOMING 10/26/2022 11:21 AM
--	--

### NOTICE OF PUBLICATION

You are hereby notified that a *Petition For Change of Name*, Civil Action No. 18782, has been filed on behalf of (current full name) DIANA SANDOVAL in the Wyoming District Court for the 9th Judicial District, whose address is (address of District Court) 180 King St, Jackson WY 83001, the object and prayer of which is to change the name of the above-named person from DIANA SANDOVAL to DIANA PATRIS. (desired full name)

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

DATED this 19th day of October, 20 22



BY CLERK OF COURT:  
Carlin Girard  
Clerk of District Court/Deputy

Publish: 10/26, 11/02, 11/09, 11/16/22

### NOTICE OF FINAL PAYMENT

The Executive Director of Teton Conservation District, acting as agent for Teton Conservation District, has accepted all work as complete according to the written Agreement between Ducks Unlimited Inc. and Teton Conservation District. Ducks Unlimited Inc. (hereafter referred to as "the Contractor") is entitled to final payment and therefore on the 6th day of December 2022, the 41st day after the first publication of this notice, final payment of the full amount due under the Agreement will be made. Nothing in this notice shall be construed as relieving the Contractor and the Sureties on its bond from any claim or claims for the work or labor done or materials or supplies furnished in the execution of the Agreement. All persons having claims for labor and materials furnished to the Contractor shall present a verified statement of the amount due and unpaid on account of the same to the Teton Conservation District prior to the day specified for final payment. Failure on the part of the claimant to file such statement will relieve the Teton Conservation District from any and all liability on such claim. Date this 20th day of October 2022.

Sponsor: Teton Conservation District  
By: Carlin Girard  
Publish: 10/26, 11/02, 11/09/22



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**Jackson Hole News&Guide**

**TOWN OF JACKSON**  
**LAND DEVELOPMENT REGULATIONS**  
**DIVISION 7.5.2 - PARK EXACCTIONS**  
**DATE:** \_\_\_\_\_

**CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660**

1. PROJECT NAME: \_\_\_\_\_
2. LOCATION: \_\_\_\_\_
3. PROJECT NUMBER: \_\_\_\_\_
4. CALCULATE PROPOSED PROJECT POPULATION:

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

5. CALCULATE REQUIRED PARK ACREAGE:

$$\frac{\text{TOTAL PROJECTED POPULATION}}{1000 \text{ RESIDENTS}} \times \frac{9 \text{ ACRES}}{1 \text{ per 150 sf of net habitable area}} = \frac{\text{REQUIRED ACRES}}{1}$$

6. CALCULATE CASH-IN-LIEU:

$$\frac{\text{REQUIRED ACRES}}{1} \times \frac{\$100,000}{(\text{VALUE OF LAND})} = \frac{\$ \text{ CASH-IN-LIEU}}{1}$$

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 EXACCTIONS**  
**DATE: \_\_\_\_\_**

**CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770**

1. PROJECT NAME: \_\_\_\_\_
2. LOCATION: \_\_\_\_\_
3. PROJECT NUMBER: \_\_\_\_\_
4. CALCULATE REQUIRED DEDICATION OF LAND:

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

5. CALCULATE CASH IN-LIEU:

_____	LAND DEDICATION STANDARD	X	\$100,000 (VALUE OF LAND)	=	\$ _____	CASH- IN-LIEU
-------	-----------------------------	---	------------------------------	---	----------	------------------

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



## **PROPOSED DEVELOPMENT PROGRAM**

### **Planning & Building Department Planning Division**

150 E Pearl Ave. | ph: (307) 733-0440  
P.O. Box 1687 | fax: (307) 734-3563  
Jackson, WY 83001 | [www.townofjackson.com](http://www.townofjackson.com)

**PROPOSED DEVELOPMENT PROGRAM.** *If a proposed development program is required as part of an application, it should be submitted as a table, in the following format.*

<b>PROPOSED DEVELOPMENT PROGRAM</b>		
<b>Area Calculations. Please complete for each affected lot or parcel.</b>		
	<b>Base Site Area</b>	<b>Adjusted Site Area</b>
<b>Gross Site Area</b>		
Land within road easements and rights-of-way		
Land within existing vehicular access easements		
Land between levees or banks of rivers and streams		
Lakes or ponds > 1 acre		
Land previously committed as open space in accordance with these or prior LDRs		
50% of lands with slopes greater than 25%		
<b>Calculated Totals</b>		

<b>Development Calculations. Please complete for each structure or use.</b>				
	<b>LDR Standard</b>	<b>Existing</b>	<b>Proposed</b>	<b>Gross</b>
Number of units or density				
Floor area (by use if applicable)				
FAR or maximum floor area				
Site Development				
Landscape Surface Ratio				
Setbacks				
Front or street yard				
Rear yard				
Side yard				
Side yard				
Height				



## **SITE PLAN—MINIMUM STANDARDS**

### **Planning & Building Department**

### **Planning Division**

150 E Pearl Ave. | ph: (307) 733-0440  
P.O. Box 1687 | fax: (307) 734-3563  
Jackson, WY 83001 | [www.townofjackson.com](http://www.townofjackson.com)

**GENERAL STANDARDS.** *When a site plan is required as part of an application submittal, it should adhere to the following general standards.*

1. **Page Size.** Site plans should be on 24 x 36 inch paper. Larger page sizes require prior approval of the Planning or Building Department.
2. **Scale.** All site plan elements should be drawn to an accepted engineering scale that allows review of the proposal. A scale bar depicting the chosen scale should be included on the site plan.
3. **Title Block.** The site plan should contain a title block indicating the owner's name, designer or engineer's name, date of the drawing, date of any revisions or alterations of the drawing, sheet or page number, and a description of the work depicted.
4. **North Arrow.** A north arrow should be provided on the site plan.
5. **Legend.** The site plan should include a legend describing any lines, symbols, or shading used on the site plan.

**INFORMATION TO BE DEPICTED.** *A site plan should depict the following information.*

1. Boundaries of the entire property
2. All existing and proposed easements (road, driveway, utility, etc.)
3. Adjacent streets, roads, and public improvements
4. Existing and proposed access driveways and parking areas
5. Location of existing and proposed structures
6. Dimensioned setbacks from property lines, rights-of-way and protected natural resources
7. Grade or contour lines for areas of slope greater than 5%
8. Locations of wells, septic systems, leach fields, sewer lines and other existing and proposed utilities
9. Snow storage areas
10. Required landscaping
11. Existing and proposed fencing

**Flexibility of Requirements.** *Planning, Building or Engineering staff may waive or alter requirements for information to be depicted on a site plan to suit the specifics of an application, particularly for uses proposed within existing physical development where a more conceptual site plan may be sufficient.*



**PRE-APPLICATION CONFERENCE REQUEST (PAP)**  
Planning & Building Department

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

***For Office Use Only***

Fees Paid \_\_\_\_\_

Time & Date Received \_\_\_\_\_

Application # \_\_\_\_\_

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

**APPLICABILITY.** This application should be used when applying for a **Pre-application Conference**. The purpose of the pre-application conference is to identify the standards and procedures of these LDRs that would apply to a potential application prior to preparation of the final proposal and to identify the submittal requirements for the application.

For additional information go to [www.townofjackson.com/204/Pre-Application](http://www.townofjackson.com/204/Pre-Application)

**PROJECT.**

Name/Description: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Lot, Subdivision: \_\_\_\_\_

PIDN: \_\_\_\_\_

**PROPERTY OWNER.**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

ZIP: \_\_\_\_\_

E-mail: \_\_\_\_\_

**APPLICANT/AGENT.**

Name, Agency: \_\_\_\_\_

Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

ZIP: \_\_\_\_\_

E-mail: \_\_\_\_\_

**DESIGNATED PRIMARY CONTACT.**

Property Owner

Applicant/Agent

**ENVIRONMENTAL PROFESSIONAL.** For EA pre-application conferences, a qualified environmental consultant is required to attend the pre-application conference. Please see Subsection 8.2.2.C, Professional Preparation, of the Land Development Regulations, for more information on this requirement. Please provide contact information for the Environmental Consultant if different from Agent.

Name, Agency: \_\_\_\_\_ Phone: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ ZIP: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**TYPES OF PRE-APPLICATION NEEDED.** Check all that apply; see Section 8.1.2 of the LDRs for a description of review process types.

Physical Development Permit  
 Use Permit  
 Development Option or Subdivision Permit  
 Interpretations of the LDRs  
 Amendments to the LDRs  
 Relief from the LDRs  
 Environmental Analysis

**This pre-application conference is:**  
 Required  
 Optional  
 For an Environmental Analysis  
 For grading

**SUBMITTAL REQUIREMENTS.** Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Provide **one electronic copy** ([tstolte@jacksonwy.gov](mailto:tstolte@jacksonwy.gov)).

Have you attached the following?

**Application Fee.** Go to [www.townofjackson.com/204/Pre-Application.com](http://www.townofjackson.com/204/Pre-Application.com) for the fees.

**Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at [www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF](http://www.townofjackson.com/DocumentCenter/View/102/Town-Fee-Schedule-PDF).

**Narrative Project Description.** Please attach a short narrative description of the project that addresses:

Existing property conditions (buildings, uses, natural resources, etc)  
 Character and magnitude of proposed physical development or use  
 Intended development options or subdivision proposal (if applicable)  
 Proposed amendments to the LDRs (if applicable)

**Conceptual Site Plan.** For pre-application conferences for physical development, use or development option permits, a conceptual site plan is required. For pre-application conferences for interpretations of the LDRs, amendments to the LDRs, or relief from the LDRs, a site plan may or may not be necessary. Contact the Planning Department for assistance. If required, please attach a conceptual site plan that depicts:

Property boundaries  
 Existing and proposed physical development and the location of any uses not requiring physical development  
 Proposed parcel or lot lines (if applicable)  
 Locations of any natural resources, access, utilities, etc that may be discussed during the pre-application conference

**Grading Information (REQUIRED ONLY FOR GRADING PRE-APPS).** Please include a site survey with topography at 2-foot contour intervals and indicate any areas with slopes greater than 25% (or 30% if in the NC Zoning District), as well as proposed finished grade. If any areas of steep slopes are man-made, please identify these areas on the site plan.

**Other Pertinent Information.** Attach any additional information that may help Staff in preparing for the pre-app or identifying possible key issues.

Under penalty of perjury, I hereby certify that I have read this application 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 Owner or Authorized Applicant/Agent

Name Printed

8/10/2020

Date

Title



This drawing and design is the property of Farmer Payne Architects, LLC.  
They are submitted on the condition that they are not to be used,  
reproduced, or copied, in whole or part, or used for furnishing information to others,  
without prior written consent of Farmer Payne Architects, LLC.  
All common law rights of copyright & otherwise are hereby specifically reserved.  
These Drawings are for Schematic Intent only, no engineering is associated  
with these plans, architect not liable for any design or construction flaws, typ.

## 440 W Kelly

Jackson, WY | 8.3.20 | Multi Family Contemporary

FARMERPAYNE | ARCHITECTS

A100



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## 440 W Kelly

Jackson, WY

8.3.20

Multi Family Contemporary

FARMERPAYNE | ARCHITECTS

A101



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These Drawings are for Schematic Intent only, no engineering is associated  
with these plans, architect not liable for any design or construction flaws, typ.

440 W Kelly

Jackson, WY | 8.3.20 | Multi Family Contemporary

FARMER PAYNE | ARCHITECTS | A102



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All common law rights of copyright & otherwise are hereby specifically reserved.  
These Drawings are for Schematic Intent only, no engineering is associated  
with these plans, architect not liable for any design or construction flaws, typ.

## 440 W Kelly

Jackson, WY | 8.3.20 | Multi Family Contemporary

FARMERPAYNE | ARCHITECTS

A103



This drawing and design is the property of Farmer Payne Architects, LLC.  
They are submitted on the condition that they are not to be used,  
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without prior written consent of Farmer Payne Architects, LLC.  
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These Drawings are for Schematic Intent only, no engineering is associated  
with these plans, architect not liable for any design or construction flaws, typ.

## 440 W Kelly

Jackson, WY | 8.3.20 | Multi Family Contemporary

FARMERPAYNE | ARCHITECTS

A104



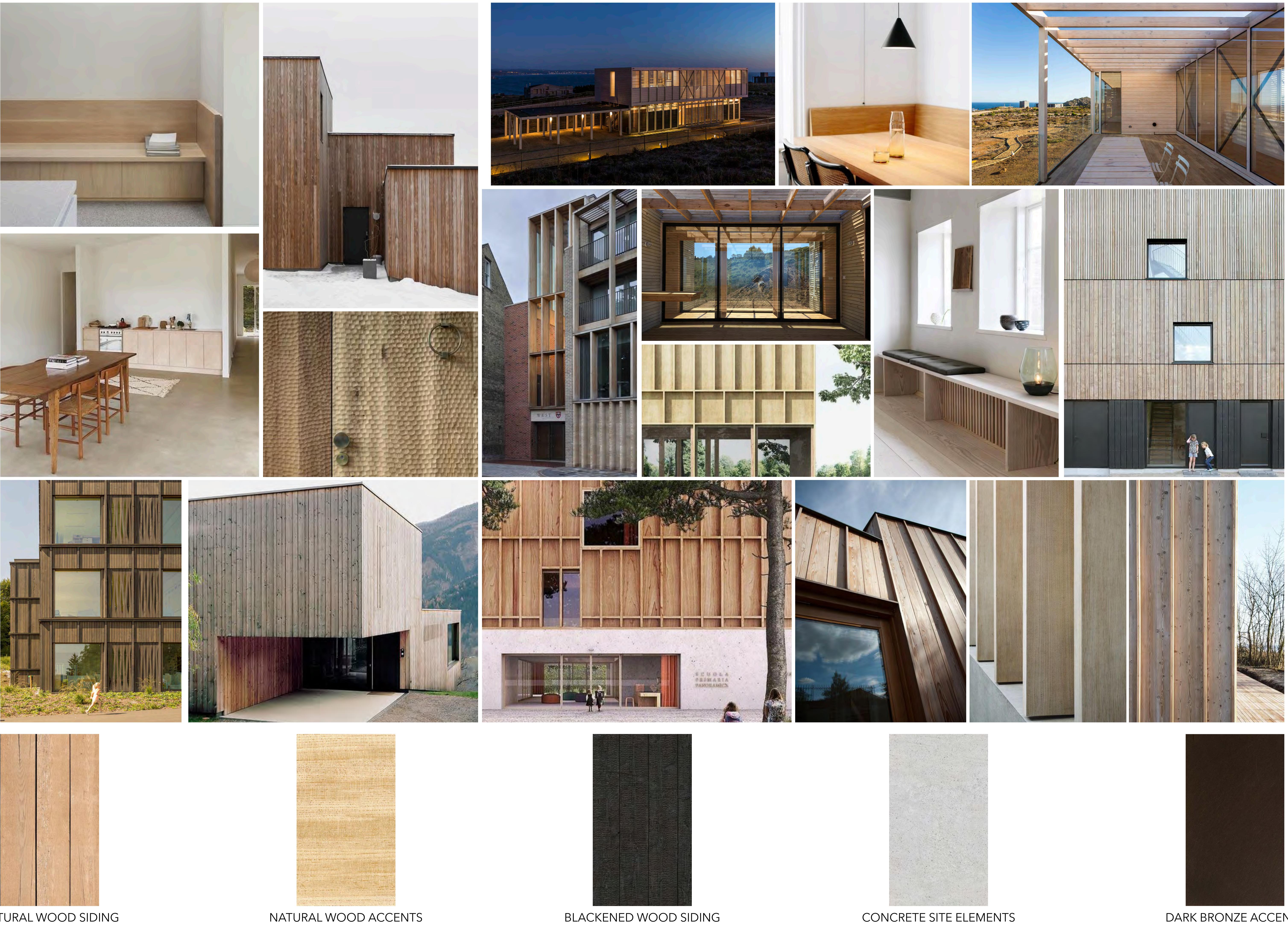
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These Drawings are for Schematic Intent only, no engineering is associated  
with these plans, architect not liable for any design or construction flaws, typ.

## 440 W Kelly

Jackson, WY | 8.3.20 | Multi Family Contemporary

FARMER PAYNE | ARCHITECTS

A105



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with these plans, architect not liable for any design or construction flaws, typ.

## 440 W Kelly

Jackson, WY | 8.3.20 | Multi Family Contemporary

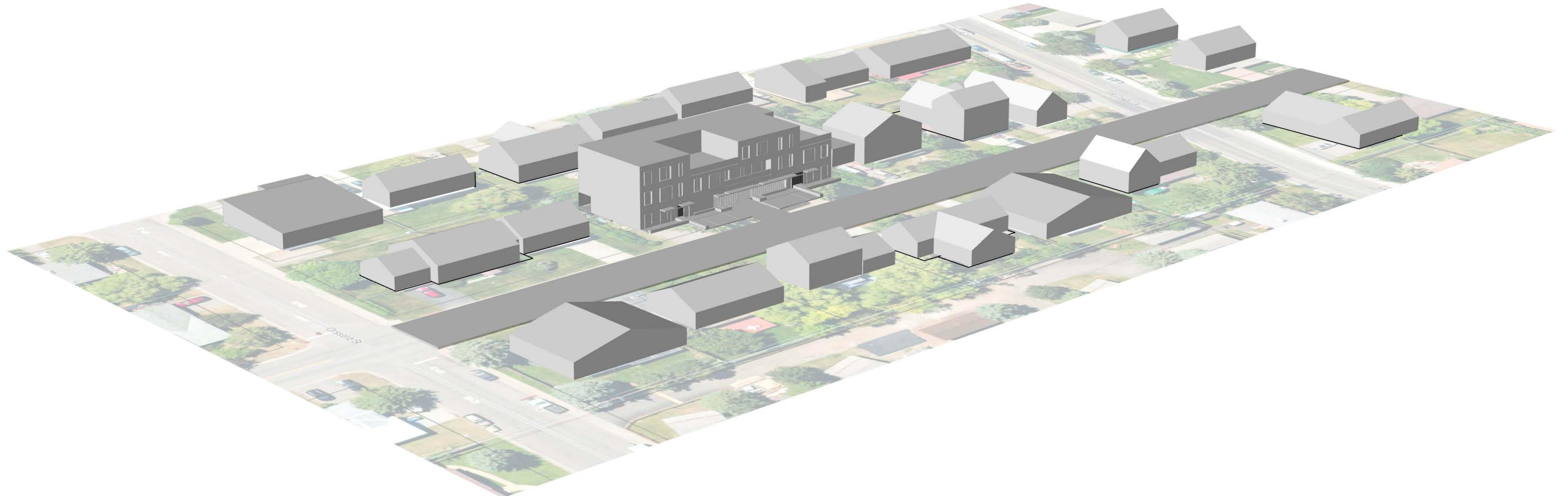


North Aerial Elevation

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with these plans, architect not liable for any design or construction flaws, typ.

## 440 W Kelly

Jackson, WY | 8.3.20 | Multi Family Contemporary

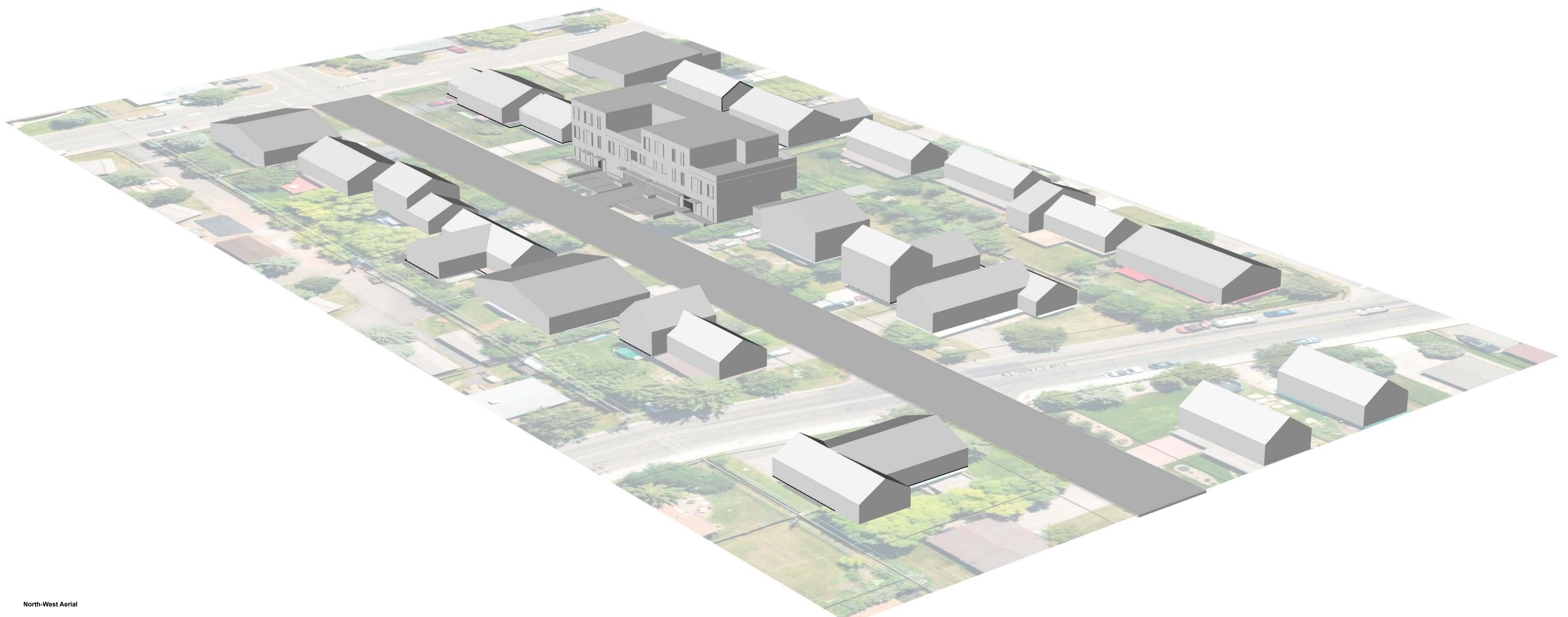


North-East Aerial

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## 440 W Kelly

Jackson, WY | 8.3.20 | Multi Family Contemporary

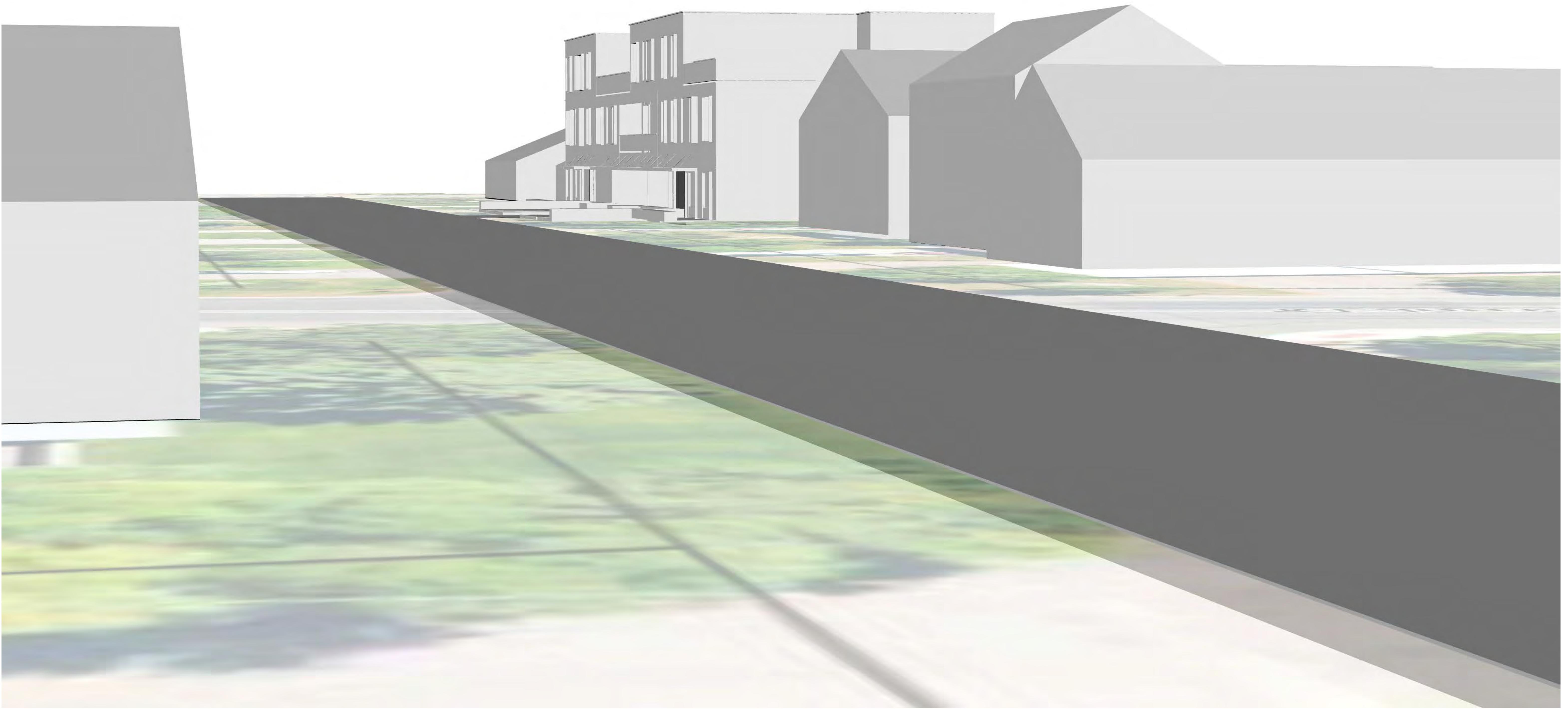


North-West Aerial

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## 440 W Kelly

Jackson, WY | 8.3.20 | Multi Family Contemporary



Pedestrian Street View

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440 W Kelly

Jackson, WY | 8.3.20 | Multi Family Contemporary

FARMER PAYNE | ARCHITECTS | A106

Jackson Hole  
260 West Broadway, Suite A  
Jackson, WY 83001  
T:307.264.0099

Leavenworth Valley  
351 N Leadville St, Suite 204  
Ketchum, ID 83340  
T:208.214.5155

Louisiana  
910 Perremont Rd, Suite 410  
Shreveport, LA 71106  
T:318.383.3100

ARCHITECT STAMP:

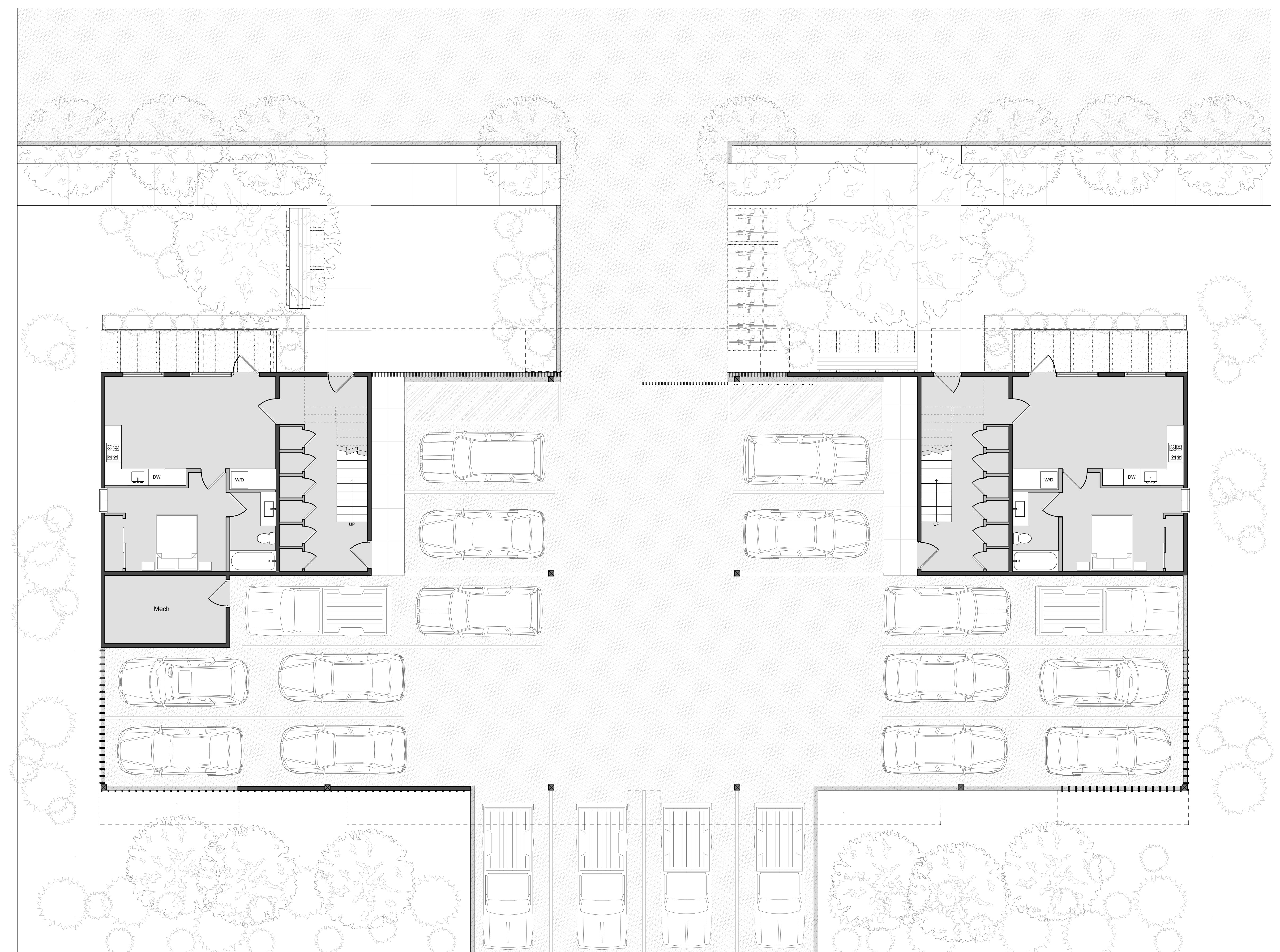
PRELIMINARY  
NOT FOR  
CONSTRUCTION

ENGINEER STAMP:

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440 W Kelly

Jackson, WY



DATE: 8/3/20  
PROJECT #: JH2004  
DRAWN: RW/AB  
ISSUE: 25% DD 7.30.20  
DRC Review 8.3.20

N

01 SITE PLAN  
SCALE: 3/16" = 1'-0"

PROJECT NORTH

A200

Site Plan

PRELIMINARY  
NOT FOR  
CONSTRUCTION

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Existing and Proposed trees on street frontage  
- Doug Fir  
- Quaking Aspen Multi-Stem



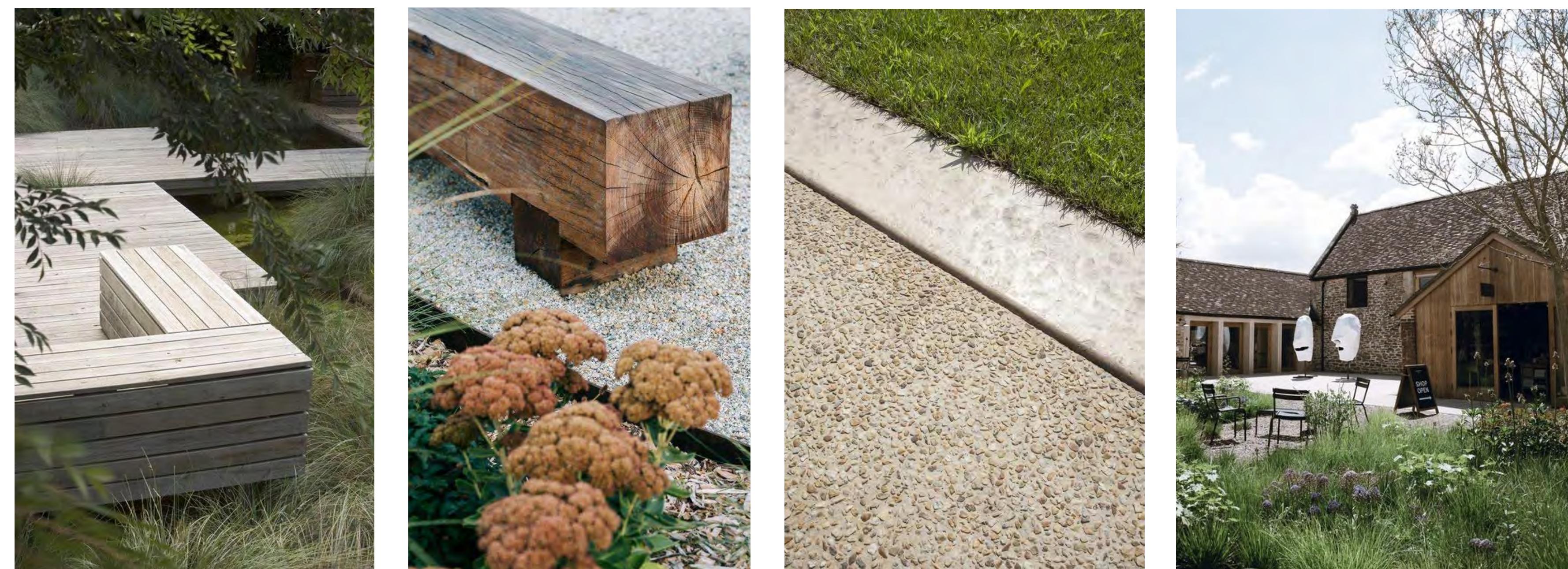
Ornamental Grasses at entry beds and privacy screens  
- Overdam Feather Reed  
- Blue Oat



Native Perennials at beds and privacy screens



Standalone shrubs and plantings on site



01 LANDSCAPE PLAN  
SCALE: 1/8" = 1'-0"

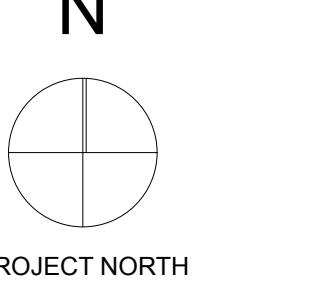


440 W Kelly

Jackson, WY

DATE:	8/3/20
PROJECT #:	JH2004
DRAWN:	RW/AB
ISSUE:	
25% DD	7.30.20
DRC Review	8.3.20

N



PROJECT NORTH

**A201**  
Landscape Plan

PRELIMINARY  
NOT FOR  
CONSTRUCTION

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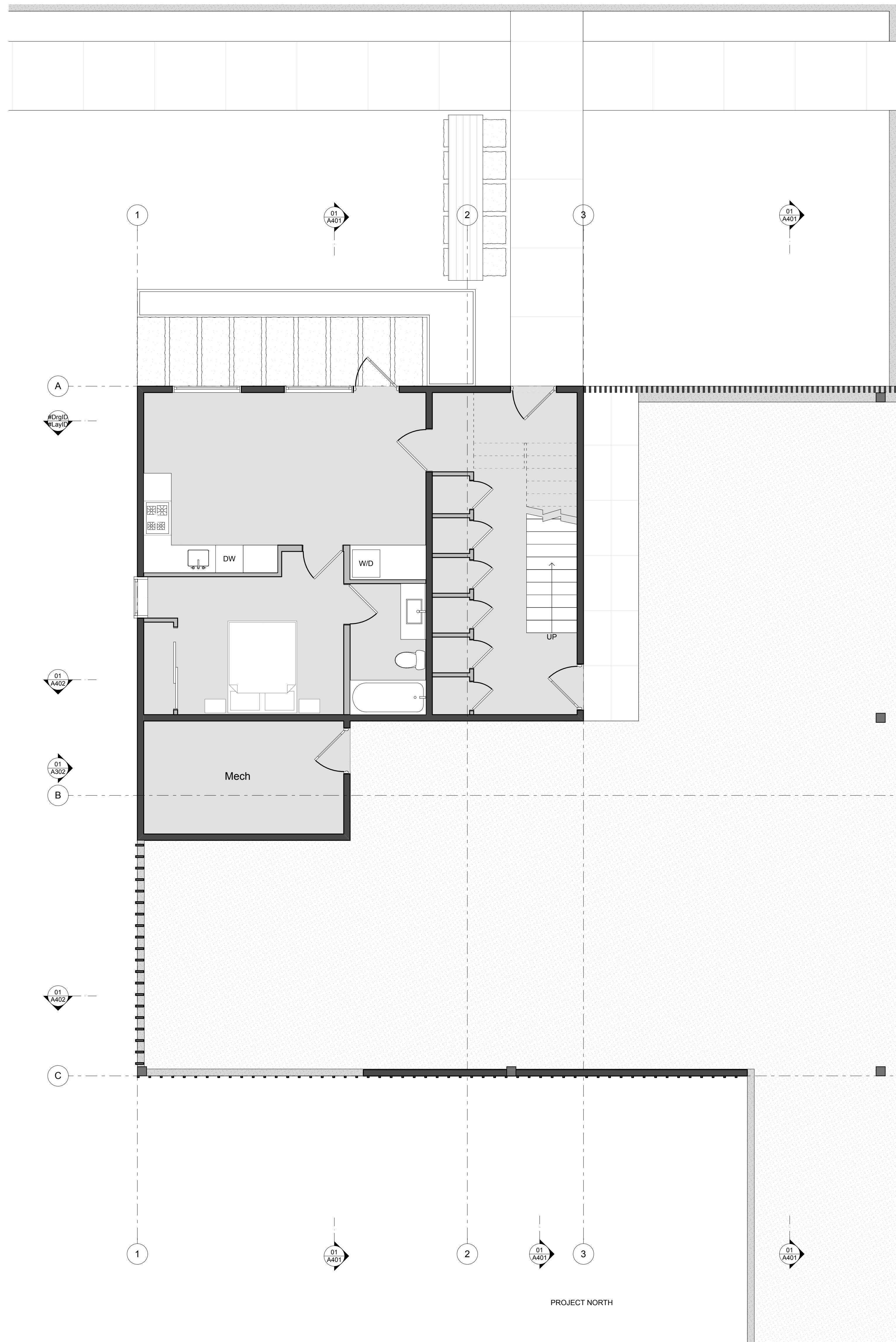
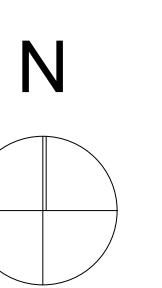
440 W Kelly  
Jackson, WY

DATE: 8/3/20  
PROJECT #: JH2004  
DRAWN: RW/AB  
ISSUE: 25% DD 7.30.20  
DRC Review 8.3.20

**A202**

Ground Level Plan - Noted

01 GROUND LEVEL  
SCALE: 1/4" = 1'-0"



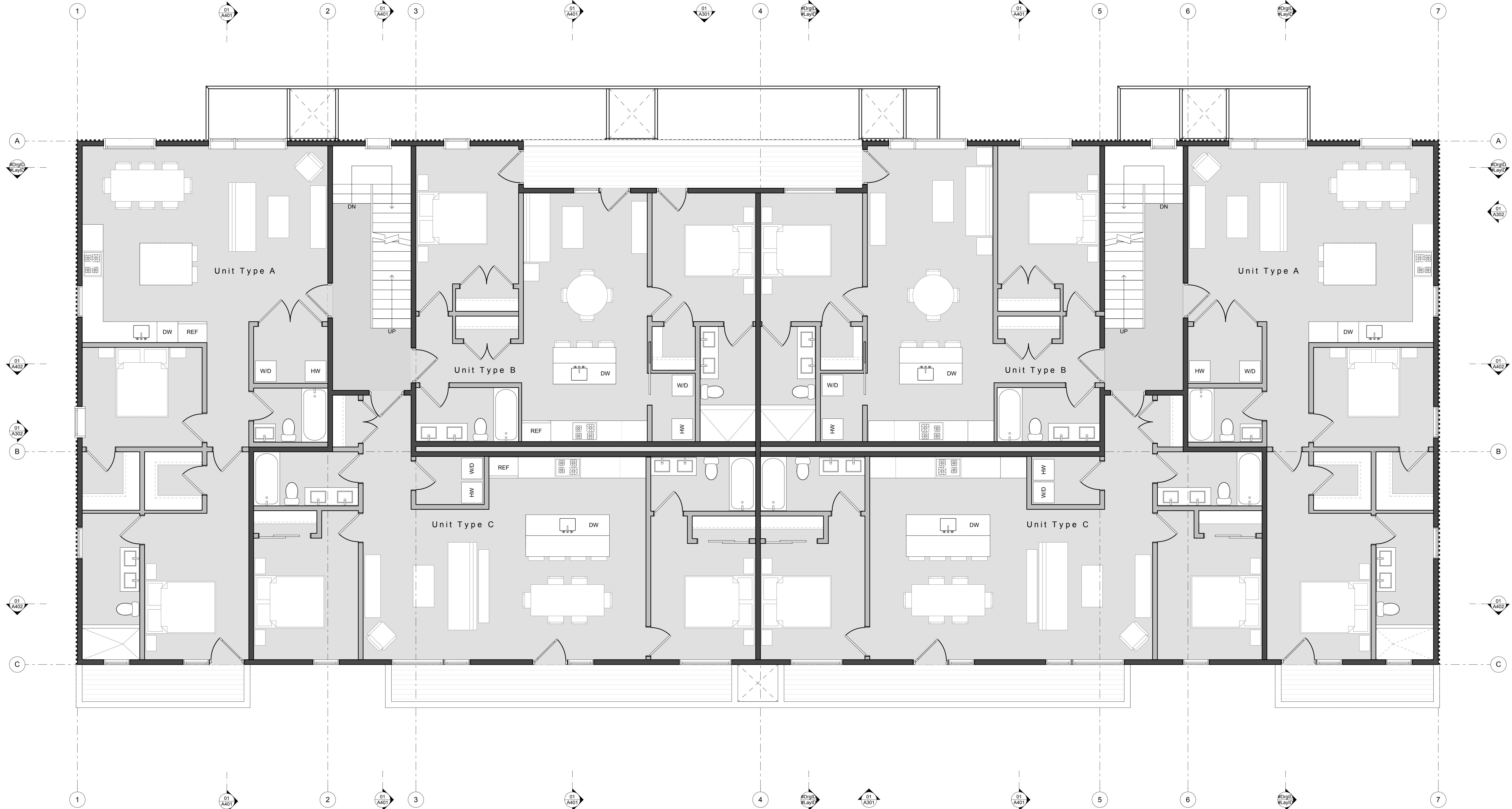
PRELIMINARY  
NOT FOR  
CONSTRUCTION

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440 W Kelly  
Jackson, WY

DATE: 8/3/20  
PROJECT #: JH2004  
DRAWN: RW/AB  
ISSUE: 25% DD 7.30.20  
DRC Review 8.3.20



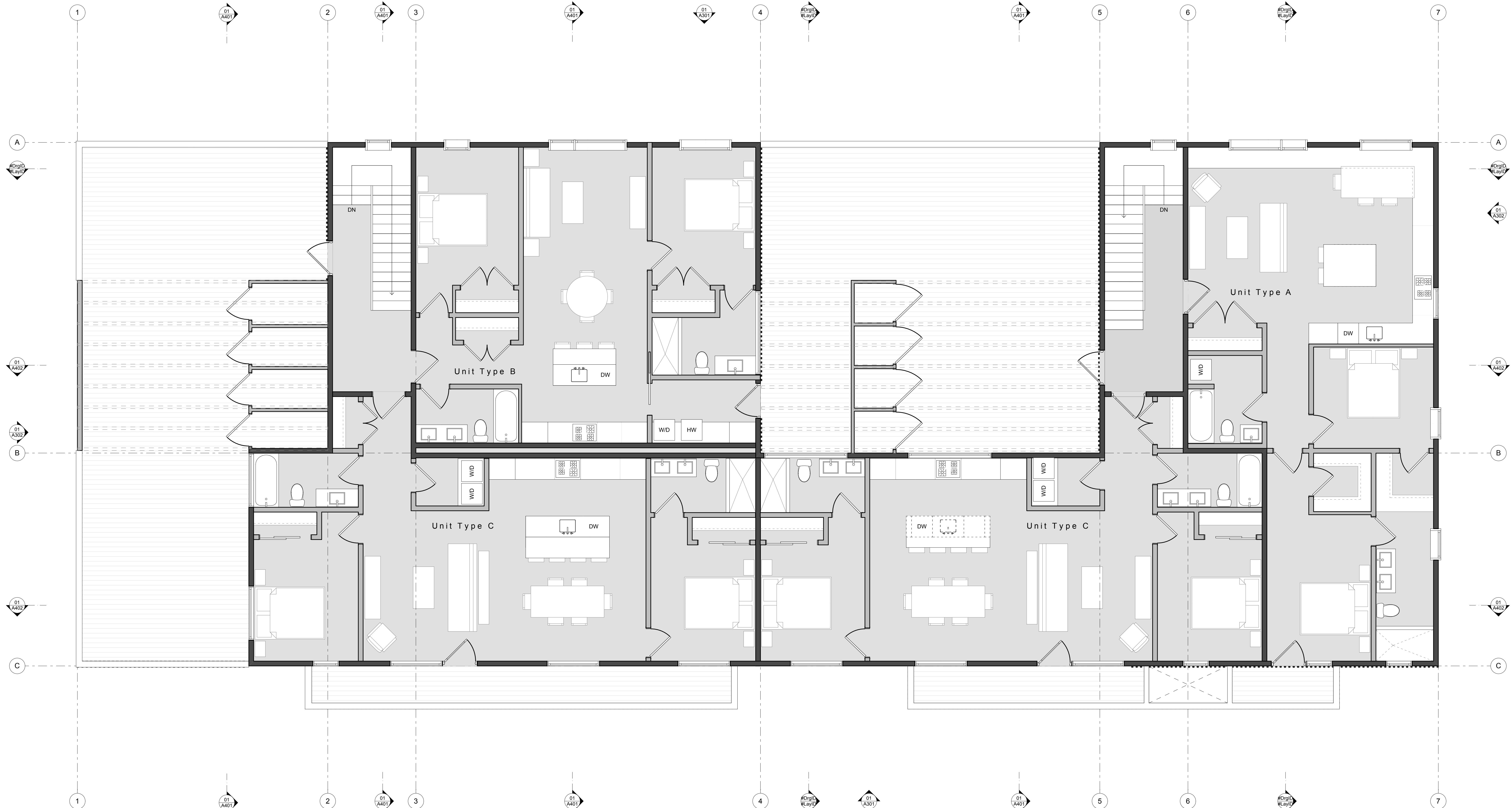
PRELIMINARY  
NOT FOR  
CONSTRUCTION

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440 W Kelly  
Jackson, WY

DATE: 8/3/20  
PROJECT #: JH2004  
DRAWN: RW/AB  
ISSUE: 25% DD 7.30.20  
DRC Review 8.3.20



01 3RD LEVEL  
SCALE: 1/4" = 1'-0"

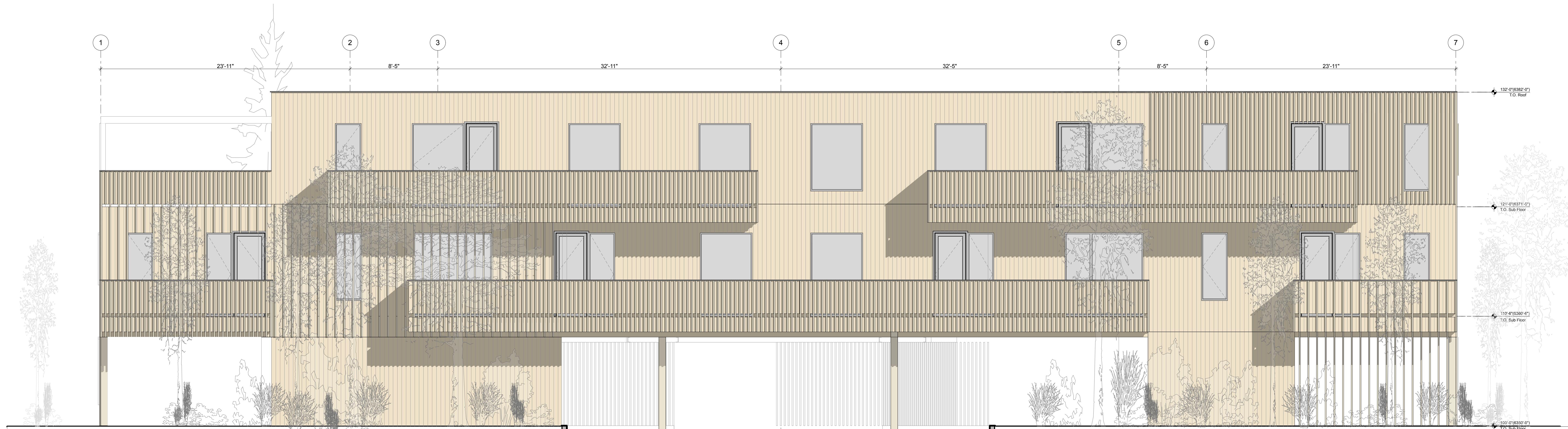
N  
PROJECT NORTH

A206

3rd Level Plan -Noted

PRELIMINARY  
NOT FOR  
CONSTRUCTION

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01 NORTH ELEVATION  
SCALE: 1/4" = 1'-0"440 W Kelly  
Jackson, WY

DATE: 8/3/20  
PROJECT #: JH2004  
DRAWN: RW/AB  
ISSUE:  
25% DD 7.30.20  
DRC Review 8.3.20

01 EAST ELEVATION  
SCALE: 1/4" = 1'-0"A301  
Elevations

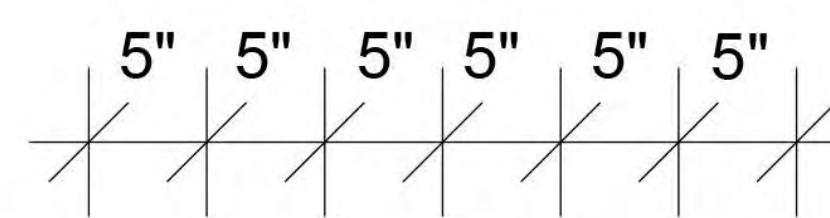
PRELIMINARY  
NOT FOR  
CONSTRUCTION

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440 W Kelly

Jackson, WY

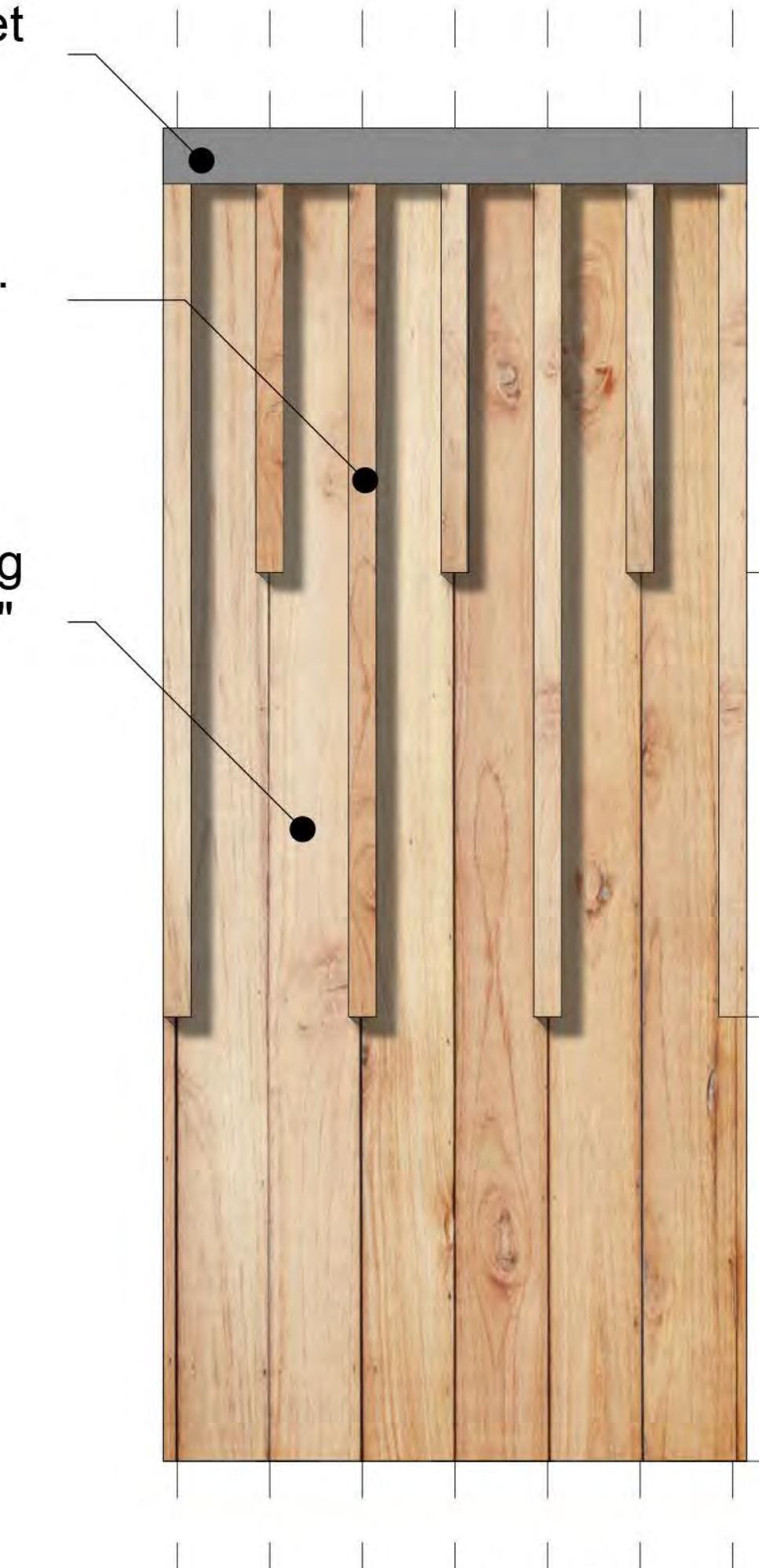
DATE: 8/3/20  
PROJECT #: JH2004  
DRAWN: RW/AB  
ISSUE: 25% DD 7.30.20  
DRC Review 8.3.20



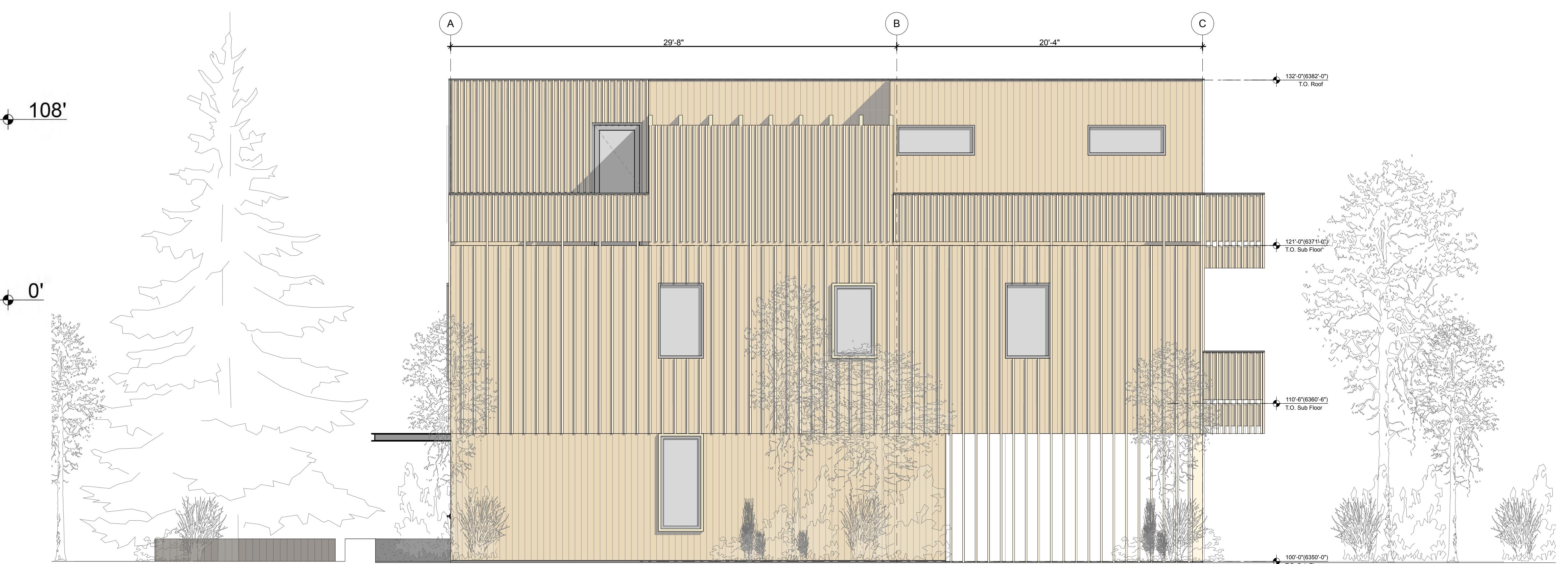
Flashing cap at Roof Parapet  
22ga.

2x2 Cedar Batten. Finish TBD.  
See Elevations for extents

5" Cedar Ship Lap Siding  
Finish TBD. Square 1/4"  
reveal at Lap



01 EAST ELEVATION  
SCALE: 1/4" = 1'-0"



01 WEST ELEVATION  
SCALE: 1/4" = 1'-0"

**A302**  
Elevations

**Declaration of Condominium  
for  
440 West Kelly Condominiums**

This DECLARATION OF CONDOMINIUM FOR 440 WEST KELLY CONDOMINIUMS (this “Declaration”) is made this \_\_\_\_ day of \_\_\_\_\_ 2023, by 440 W Kelly Partners LLC, a Wyoming limited liability company (the “Declarant”), pursuant to the Condominium Ownership Act, Wyoming Statute Section 34-20-101 et. seq. (the “Act”).

**ARTICLE I – CREATION OF THE COMMUNITY**

**1.1 Purpose and Intent.** The Declarant, as the owner of the real property known as 440 West Kelly Condominiums Addition to the Town of Jackson according to that final plat recorded in the Office of the Teton County Clerk on the same date hereof (the “Properties” or “Real Property” or “Project”) intends by the recording of this Declaration to create a condominium project and provide for ownership of real property under the Act. This Declaration provides for the overall development, administration, maintenance, and preservation of the Real Property now or hereafter comprising the 440 West Kelly Condominiums Addition to the Town of Jackson as a condominium community. Capitalized terms used herein but not defined shall have the respective meanings set forth in Article II below.

**1.2 Type of Ownership.** This Declaration and the Plat will provide a means for ownership in fee simple of separate interests in Units together with an undivided fee simple interest in the General Common Elements and Limited Common Elements.

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

**1.4 Governing Documents.** The Governing Documents create a general plan of development for the Project that may be supplemented as set forth herein. In the event of a conflict between or among the Governing Documents and any additional covenants or restrictions, the more restrictive provision shall control; provided, however that in the event of a conflict between or among any Governing Document and the Special Restrictions, the Special Restrictions shall take precedence. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Project from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. The Association may, but shall not be required to, enforce any such covenants, restrictions, or other instruments. All provisions of the Governing Documents shall apply to all Owners as well as their respective family members, tenants, guests, and invitees.

**ARTICLE II – DEFINITIONS**

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

**2.1 Association.** The 440 West Kelly Owners’ Association, a Wyoming nonprofit corporation, and its successors or assigns. The “Articles” shall refer to those Articles of Incorporation of the Association,

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

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

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

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

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

**Commented [LS1]:** Note to draft: Can adjust if additional LCE.

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

**2.8 Community-Wide Standard.** The standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard shall be established initially by the Declarant and may be more specifically defined in the Master Rules and Regulations, and in Board resolutions.

**2.9 Declarant.** 440 W Kelly Partners LLC, a Wyoming limited liability company, and its successors or assigns.

**2.10 Governing Documents.** A collective term referring to this Declaration and any applicable Supplemental Declaration, the Bylaws, the Articles, the Master Rules and Regulations, and the Special Restrictions, as each of the same may be amended.

**2.11 General Common Elements.** The entire Project excepting all Units and the Limited Common Elements. Without limiting the generality of the foregoing, the General Common Elements shall include (i) the driveway, parking areas, the land, lobbies, and corridors not designated as LCE; (ii) all appurtenances; (iii) all pipes, ducts, flues, chutes, conduits, wires and other utility installations, including water, sewer and stormwater services from the Town of Jackson’s mains, to (but not at) the outlets; and (iv) such component parts of walls, floors, ceilings, columns, roofs and other structures and installations that are outside of the Unit boundaries as delineated or described on the Condominium Plat. General Common Elements may be referred to herein and on the Condominium Plat as “General Common Element” or “GCE.”

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

**2.14 Limited Common Elements - Deck.** Those Limited Common Elements for the exclusive

use of one or more Condominium Unit(s) as a deck as designated by the Declarant herein and/or as designated on the Condominium Plat and/or in one or more separately recorded instruments. Limited Common Elements – Deck may also be referred to herein and on the Condominium Plat as “Limited Common Elements – Deck,” “LCE – Deck,” “LCE – D” or “Deck Limited Common Elements.”

**2.15 Limited Common Elements – Parking**. Those Limited Common Elements for the exclusive use of one or more Unit(s) as parking as designated by the Declarant herein and/or on the Condominium Plat and/or in one or more separately recorded instruments. Limited Common Elements – Parking may also be referred to herein and on the Condominium Plat as “Limited Common Element – Parking,” “LCE – Parking,” “LCE – P” or “Parking Limited Common Elements.” For purposes of the Plat, and until such time as the right to use the same are transferred and assigned to the Owner of an individual Condominium Unit, such areas shall be designated “LCE-P (To Be Assigned).”

**2.17 Limited Common Elements – Storage**. Those Limited Common Elements for the exclusive use of one or more Units as storage as designated by the Declarant herein, on the Plat and/or in one or more separately recorded instruments. Limited Common Elements – Storage may also be referred to herein and on the Plat as “Limited Common Element – Storage,” “LCE – Storage,” “LCE – S” or “Storage Limited Common Elements.” For purposes of the Plat, and until such time as the right to use the same are transferred and assigned to the Owner of an individual Condominium Unit, such areas shall be designated “LCE-S (To Be Assigned).”

**Commented [LS2]:** See previous comment

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

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

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

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

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

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

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

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

**2.26 Plat or Final Plat or Condominium Plat**. The Final Plat of 440 West Kelly Condominiums Addition to the Town of Jackson according to that final plat recorded in the Office of the Teton County Clerk on the same date hereof, consisting of a plat of the Real Property, showing a survey and legal description thereof, the location of the Building with respect to the boundaries of the Real Property, together with diagrammatic floor plans of the Building showing the boundaries of each Unit within the Building, including horizontal and vertical locations and dimensions of all boundaries of each

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

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

**2.29 Special Assessment.** Assessments levied in accordance with Section 8.4.

**2.30 Special Restrictions.** The [finalize title] Special Restrictions for Workforce Ownership Housing located at 440 West Kelly recorded against each Unit.

**2.31 Specific Assessment.** Assessments levied in accordance with Section 8.5.

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

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

### **ARTICLE III – USE AND CONDUCT**

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

**3.2 Rule Making Authority.**

(a) The Board may prepare and adopt the initial Master Rules and Regulations. Subject to the terms of this Article and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may modify, cancel, limit, create exceptions to, or expand the Master Rules and Regulations. The Board shall send notice by mail to all Owners concerning any such proposed action as least thirty (30) days prior to the Board meeting at which time such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

Such action shall become effective after compliance with Section 3.2(c) below unless disapproved at a meeting of the Members by more than fifty percent (50%) of the total votes entitled to vote on the matter. The Board shall have no obligation to call a meeting of the Members to consider disapproval except upon receipt of a petition of the Members as required for special meetings in the Bylaws. Upon such petition of the Members prior to the effective date of any Board action under this Section 3.2(a), the proposed action shall not become effective until after such meeting is held, and then is subject to the outcome of such meeting.

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

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

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

**3.4 Signs.** No signs whatsoever, including, but without limitation, commercial, political, and similar signs, visible from neighboring Units, shall be erected or maintained upon any portion of the Building (including decks), except:

- (a) Standardized unit number signs to be installed by Declarant outside the entrance of each Unit and additional identification panel(s) may be installed by the Association on the first floor of the Building in a location to be determined by the Board.
- (b) During the time of construction of any improvement, job identification signs having a maximum face area of six (6) square feet per sign and of a type usually employed by contractors, subcontractors, and tradesmen.
- (c) Those signs protected by law as set forth in Section 3.5.
- (d) Those signs permitted by the reserved right of Declarant and its agents pursuant to Section 9.4.

The Board or its designee shall have the right to enter a Unit or the Properties and remove any sign in violation of this Article III and such action shall not be deemed a trespass. The Board shall not be responsible for any damage done to a Unit, the Building, or the sign in removing the non-conforming sign, and all costs of removing and caring for the non-conforming sign as incurred by the Board shall be assessed against the applicable Unit owner.

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

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

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

(c) **Household Composition.** No rule shall interfere with the freedom of Owners to determine the composition of their households, provided, however, that the occupancy of each Unit shall be in accordance with the Town of Jackson Land Development Regulations and the Special Restrictions.

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

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

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

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

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

(i) **Unsightliness.** The Limited Common Elements, including Parking Spaces, Storage Spaces, hallways, stairs, decking, walkways, and patios, shall be kept in a neat and orderly fashion at all times. No exterior area may be used for the storage of recreational equipment, trash containers or similar items without the prior written approval of the Association.

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

**3.6 Domestic Animals.** Subject to the provisions of this Section, Household Pets are permitted in the Units in accordance with the Governing Documents. The term Household Pet(s) means generally recognized domestic animals such as dogs, cats, fish, and birds. Household Pets may not be kept for any commercial purpose, may not be kept in unreasonable numbers, and may not cause an unreasonable amount of noise, odor, waste or do not otherwise become a nuisance to other Owners. All Owners or Occupants with Household Pets shall keep the animals restrained within the Common Elements in accordance with all applicable leash laws, and clean up after their Household Pet. The Association may require an Owner, at its own expense, to remove a pet determined by the Association to be a noisy animal or a nuisance pet, the Association may assess a penalty of \$500.00 per animal, per violation. On the third violation, in addition to the foregoing penalties, the noisy animal or nuisance shall be removed from the Properties and the Association has the right, in its sole discretion, to terminate the right of an Owner to keep Household Pets on the Properties.

No owner or keeper of any animal who is visiting or working on the Properties shall be permitted to allow such animals to run free or be leashed to any outdoor fixed object. The Owner of a Unit where a Household Pet is kept, as well as the legal owner of such pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the pet, and for any clean-up of driveways, walkways or Common Elements affected by such Household Pet. All animals not considered to be a domestic Household Pet, including, but not limited to pigs, poultry, fowl, wild animals, cattle, sheep and goats, are prohibited from being maintained or cared for on the Properties or in a Unit thereof.

**3.7 Vehicle Parking, Storage, Operation and Repair; Storage Units.**

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

(b) The parking spaces ("Parking Spaces") and storage units ("Storage Units") are reserved by the Declarant until such time as the individual Parking Spaces and/or Storage Units shall be assigned by the Declarant. The Declarant may assign Parking Spaces and Storage Units in a deed for a given Unit, and Declarant may, but shall not be required to, record a Supplemental Declaration setting forth the assignment of Parking Spaces and Storage Units. Upon such assignment, such Parking Space and/or Storage Unit shall become LCE associated with, and available for the exclusive use of the Owner of said Unit, and such Parking Space and/or Storage Unit shall be appurtenant to that Owner's Unit. After

assignment of Parking Spaces and/or Storage Units by the Declarant, the Board may establish rules concerning the use of the Parking Spaces and/or Storage Units. The Board shall not have any control over the use or disposition of those Parking Spaces and/or Storage Units not assigned to an Owner by the Declarant, unless such right has been assigned by the Declarant to the Association. The Board shall also have full power and authority to regulate the Parking Spaces and/or Storage Units on the Property.

(c) No boats, trailers, buses, motor homes, campers (on or off road supporting vehicles), snowmobiles, go carts, recreational vehicles, golf carts, industrial or commercial vehicles (both cabs or trailers), abandoned or inoperable vehicles (as defined below), or any other similar vehicles (collectively, the "Prohibited Vehicles") shall be parked or stored in or upon the LCE - Parking, and no vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt on any LCE - Parking.

Notwithstanding the foregoing, Prohibited Vehicles may be temporarily parked on LCE - Parking for loading, delivery or emergency purposes, but only for the time required to accomplish such purpose, and as necessary for the construction or maintenance of the Properties upon compliance with the Master Rules and Regulations. An "abandoned or inoperable vehicle" shall mean any motorized vehicle that does not display a current valid motor vehicle license and registration tag or that does not have an operable propulsion system within the vehicle.

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

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

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

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

**3.11 Storage of Firewood; Exterior Fires.** The cutting and storage of firewood and flammable materials by an Owner is prohibited on the Property. Exterior fires are prohibited on the Property, except for gas barbecue fires contained within gas barbecue receptacles but only to the extent that such gas fires are not prohibited by any insurance policy maintained by the Association for the Property. In no event may charcoal grills, outdoor chimneys (or chimineas) or fire pits be permitted on the Properties. The burning of trash, organic matter or miscellaneous debris shall be prohibited on the Property.

**3.12 Restrictions Regarding Exteriors.** No changes, modifications, or improvements may be made to the exterior of any Unit without the approval of the Board. The following items are prohibited from being attached, stored or erected in any manner by an Owner on the LCE-Deck: window boxes, hammocks, bird feeders, plastic flower/plant containers, umbrellas, sunshades, bicycles or any other recreational device

(including kayaks, ski equipment or playground equipment), trash containers, decorative flags, prayer flags, screens, outside clothing lines or other outside clothes drying or airing facilities, string lighting, children's toys or equipment, hot tubs or any similar items. For each violation of this Section, the Association may assess a penalty of \$200.00 per violation in addition to the other remedies set forth in this Declaration.

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

#### **ARTICLE IV - IMPROVEMENTS; RESTRICTIONS ON USE; MAINTENANCE AND REPAIR BY OWNERS**

##### **4.1 General.**

(a) **No Modification.** The Owner of a Unit shall not make any improvements or modifications to such Unit unless in accordance with the Special Restrictions applicable to such Unit.

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

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

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

(b) **Authorized Use for Units.** Residential use shall be permitted in Units, together with the keeping of Household Pets subject to the limitations set forth in this Declaration.

**4.4 Maintenance by Owners.** Each Owner shall maintain, repair, and replace, at such Owner's expense, all portions of the Owner's Unit, including internal installations such as appliances, heating, plumbing, electrical and air conditions fixture, and any other utility service facilities located within a Unit. Each Owner shall remove all snow, leaves and debris from the decking appurtenant to such Owner's Unit, in each instance without material adverse impact on any other Owner's use or enjoyment of its Unit or any Common Element. Notwithstanding anything herein to the contrary, the responsibility to maintain the staining and/or painting of the decking shall be the responsibility and expense of the Association. If any Owner fails to maintain, repair and/or replace the items that it is obligated to maintain, repair, and replace,

the Declarant and/or the Association shall be authorized, after providing fifteen (15) days' notice to the Owner, to enter upon the Unit to cure such failure and to assess all costs incurred against the Unit and the Owner thereof as a Specific Assessment.

## **ARTICLE V – CONDOMINIUM DECLARATION**

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

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

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

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

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

**5.6 Taxes and Assessments.** Each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium Unit. If any 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 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 Common Elements in proportion to her/his interest in the 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 Sections 8.8 and 8.9 hereof, to the extent permitted by applicable law. Notwithstanding the foregoing, taxes, assessments, or other charges

attributable to the Common Elements shall be apportioned among the Owners of Condominium Units as provided in Article VIII hereof.

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

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

*Unit [X] as shown on the Final Plat of 440 West Kelly Condominiums Addition to the Town of Jackson appearing in the Records in the Office of the Teton County Clerk as Plat No. [X] as defined and described in Declaration of Condominium for 440 West Kelly Condominiums recorded in the Records in the Office of the Teton County Clerk, in Book [X] of Photo at Pages [X] to [X], and all amendments or supplements thereto.*

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

## ARTICLE VI – THE ASSOCIATION AND ITS MEMBERS

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

**6.2 Membership.** Every Owner of a Unit, by virtue of their purchase of a Unit or the acceptance of a deed therefore, shall be a Member of the Association. There shall be only one membership per Unit. If a Unit is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 6.3(a), and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner that is not a natural person may be exercised by any officer, director, partner, or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association except where such privileges may be restricted by the Master Rules and Regulations.

**6.3 Voting.** The Association shall have one class of membership. The total number of votes that may be cast by all members of the Association shall be set as provided for in the Bylaws, and each Owner shall be entitled to vote in the percentages shown on **Exhibit “A”** in the column Ownership Percentage of Common Elements attached hereto. All votes shall be cast as follows:

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

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

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

## **ARTICLE VII – ASSOCIATION POWERS AND RESPONSIBILITIES**

### **7.1 Acceptance and Control of Association Property.**

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

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

### **7.2 Maintenance by Association.**

(a) The Association shall maintain, repair, and replace all utility services or other types of elements and easements that are utilized in common, such as, but not limited to, sewer or water lines, up to the connection point at the boundary of each Unit.

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

(c) The Association shall maintain and repair all LCE-Parking.

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

(e) The Association shall maintain and repair all LCE – Storage.

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

Any expense associated with the maintenance, repair, and replacement of items within the Limited Common Elements shall be assessed as a Specific Assessment against the Units to which the Limited Common Element is assigned. If the Limited Common Element is jointly assigned to more than one Unit,

such expense shall be prorated among such Units based on the applicable ownership percentage provided in **Exhibit “A”**.

### **7.3 Insurance.**

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

(i) Blanket property insurance covering “risks of direct physical loss” on a “special form” basis (or comparable coverage by whatever name denominated) for the Common Elements as defined herein and the equipment, supplies and other personal property of the Association. If such coverage is not generally available at reasonable cost, then “broad form” coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement costs of the Common Elements under current building ordinance and codes. The Association is not responsible for insuring the Units.

(ii) Commercial general liability insurance to insure the Common Elements, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary and any umbrella coverage) shall have a limit of at least one million dollars (\$1,000,000.00) per occurrence with respect to bodily injury and personal injury and property damage; provided, should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall have the option to obtain such additional coverages or limits. If the policy does not contain “severability of interest” in its terms, the Association shall acquire an endorsement to preclude the insurer’s denial of a Unit Owner’s claim because of negligent acts of the Association or of other Unit Owners;

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

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

Premiums for all insurance on the Common Elements shall be assessed by the Board as a Common Expense and shall be written in the name of, and the proceeds thereof shall be payable to, the Association, as the Trustee for the Unit Owners. Premiums for all of the foregoing insurance carried by the Association are a Common Expense included in the assessments made by the Association, the cost of which shall be shared among the Unit Owners according to those percentages set forth on **Exhibit “A”**. The insurance proceeds shall be used by the Board for repair or replacement of the Common Elements for which the insurance was carried or otherwise disposed of as hereinafter provided.

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

All insurance coverage obtained by the Board shall:

- (i) Be written with a company authorized to do business in the State of Wyoming;
- (ii) Be written in the name of the Association as trustee for the benefited parties, including the Declarant;
- (iii) Not be brought into contribution with insurance purchased by Owners, Occupants, or their Mortgagees individually;
- (iv) Contain an inflation guard as set by the Board;
- (v) Include an agreed amount endorsement if the policy contains a co-insurance clause;
- (vi) Waive the right of any Unit Owner or the Association to subrogate against another Unit Owner or the Association;
- (vii) Provide that any cancellation, invalidation, suspension or non-renewal must be in compliance with Wyoming State Law; provide that recovery under the Policy related to an act or omission of one or more individual Owners must be in compliance with Wyoming State Law;
- (viii) Provide that the policy will be primary, even if an Owner has other insurance that covers the same loss.

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

- (i) Any insurance maintained by the Association shall contain "waiver of subrogation" as to the Association and its officers, Directors and Members, the Owners, and Occupants of the Condominiums (including Declarant) and Mortgagees, and, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. All individually owned insurance shall contain a waiver of subrogation as to the Association and its officers, directors and Members, the Owners and Occupants of the Condominiums and Mortgagees, and all Members are deemed to have waived subrogation rights as to the Association and/or other Members, whether or not their policies so provide.

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

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

Damaged improvements on the Property shall be repaired or reconstructed unless the Board, using reasonable judgment and in reliance upon professional estimates and advice, determines either that i) such full repair and/or restoration is physically impossible; or ii) available insurance proceeds are less than eighty percent (80%) of the cost of such repair and/or restoration, and at least seventy-five percent (75%) of the Owners of damaged or destroyed Units decide, within sixty (60) days after the determinations set forth in i) and ii) above have been made, not to repair or reconstruct. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the insured improvements shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements, then the insurance proceeds shall be paid to the Owners (first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner) as their interests are determined based upon the square footage size of each Unit and the insurance proceeds available. All mortgages, liens and other charges against the Units shall be paid out of the insurance proceeds before any proceeds are released to an Owner(s). In no event shall an Owner of a Unit receive proceeds in excess of the "Transfer Price" determined pursuant to the Special Restrictions.

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by the Association for the benefit of its Members or the Owners of Units, as appropriate, and placed in a capital improvements account.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 7.3(a).

(d) **Unit Owner's Insurance Obligations.** Each Owner shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) **Property Insurance.** Each Unit Owner shall be responsible for obtaining insurance at Owner's expense covering "risk of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for the Owner's Unit including all structures from the studs in as bounded by the interior surfaces of the perimeter walls, floors, ceilings, interior window panes and interior frames, interior doors and interior door frames, and trim including: (a) all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of its finished surfaces; (b) all interior partitions, interior doors, interior surfaces of door frames and all other fixtures and improvements within the boundaries of the Unit; (c) all outlets, lines and ducts of utility service lines, including but not limited to power, light, gas, hot and cold water, heating and waste disposal, within the boundaries of the Unit, and (d) all heating, hot water and air conditioning apparatus exclusively serving the Unit. Each insurance policy obtained by a Unit Owner shall have policy limits

sufficient to cover the full replacement costs of the Unit as described herein under current building ordinance and codes and the replacement will be consistent with like-kind and quality materials.

(ii) Personal Liability Insurance. Each Unit Owner shall obtain, at Owners' expense, Personal Liability Insurance to insure Unit Owners for damage or injury caused by the negligence of the Owner or any of its guests.

(iii) All individually owned insurance shall contain a waiver of subrogation as to the Association and its officers, directors and Members, the Owners and Occupants of the Project and Mortgagors, and all Members are deemed to have waived subrogation rights as to the Association and/or other Members, whether or not their policies so provide.

#### **7.4 Compliance and Enforcement.**

(a) Every Owner and Occupant of a Unit shall comply with the Governing Documents. The Board may impose sanctions for violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth in the Bylaws. Such sanctions may include, without limitation:

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

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

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

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

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

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

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

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

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

- (i) Exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); and
- (ii) Bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

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

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

- (i) the Association's position is not strong enough to justify taking any or further action;
- (ii) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;
- (iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or
- (iv) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

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

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

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

**7.5 Implied Rights; Board Authority.** The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to

effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

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

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

## ARTICLE VIII – ASSOCIATION FINANCES

**8.1 Budgeting and Allocating Common Expenses; Base Assessments.** At least thirty (30) days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund pursuant to Section 8.3. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Units, and the amount to be generated through the levy of Base Assessments, Special Assessments and Specific Assessments against each.

The Association is hereby authorized to levy Base Assessments against all Units subject to assessment under Section 8.7 to fund the Common Expenses. The liability for Common Expenses described herein shall be allocated to each Unit in accordance with those percentages set forth on **Exhibit "A"** for each Unit.

The Board shall send a copy of the final budget, together with notice of the amount of the Base Assessment to be levied pursuant to such budget, to each Owner not less than thirty (30) days prior to the effective date of such budget. Such budget and assessment shall automatically become effective, unless the limitation on increases of assessments provided for in Section 8.6 applies.

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

The Board may revise the budget and adjust the Base Assessment from time to time during the year, subject to the notice requirements and the limitations on increases of assessments provided for in Section 8.6.

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

a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect to both amount and timing by annual contributions over the budget period.

**8.3    Special Assessments.** In addition to other authorized assessments, the Association may, subject to the limitations of Section 8.6, levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied: (i) against the entire membership if such Special Assessment is for Common Expenses; or (ii) against an individual Unit if such Special Assessment is for an unbudgeted expense relating to less than all of the Units. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall provide notice of the Special Assessment by first class mail to the Owners not less than thirty (30) nor more than sixty (60) days prior to the Special Assessment becoming due.

**8.4    Specific Assessments.** The Association shall have the power to levy Specific Assessments against a particular Unit or a limited number of Units as follows, which may be levied in advance:

- (a)    To cover the cost of providing services to a specific Unit or Units including the cost of services allocated exclusively to Limited Common Elements; and
- (b)    To cover costs incurred in bringing a nonconforming Unit into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or Occupants of a nonconforming Unit, their agents, contractors, employees, licensees, invitees, or guests (including payment of insurance deductibles on policies held by the Association); provided, the Board shall give the nonconforming Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying any Specific Assessment under this Section.

**8.5    Limitation on Increases of Special Assessments.** Notwithstanding any provision to the contrary, and except for assessment increases necessary for emergency situations or to reimburse the Association for actual costs for insurance required by Section 7.3 of this Declaration, the Board may not impose a Special Assessment that in the aggregate exceeds ten percent (10%) of the budgeted Common Expenses for the current fiscal year, without a majority vote of a quorum of the Members who are subject to the applicable assessment at a meeting of the Association, or action without meeting by written ballot in lieu thereof signed by all of the Members of the Association.

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

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

- (a)    An extraordinary expense required by an order of a court;
- (b)    An extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible where a threat to personal safety on the Properties is discovered; or
- (c)    An extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible which expense could not have been reasonably foreseen

by the Board in preparing and distributing the budget as provided for in Section 8.1. However, prior to the imposition or collection of such an assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. Such resolution shall be distributed to the Members with the notice of such assessment.

**8.6 Authority to Assess Owners; Date of Commencement of Assessments; Time of Payment.** The Declarant hereby establishes that the Association is authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. Subject to Sections 8.1 and 8.8, the obligation to pay the assessments provided for herein shall commence as to all Units on the first day of the month following the first conveyance of a Unit to an Owner not affiliated with the Declarant. The first annual assessment shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Unit. Any assessments collected but not spent prior to the Association incurring expenses shall be placed into the Association's reserve account for maintenance, repair and replacement of the Common Elements and any other common amenities.

Assessments shall be paid monthly or in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Unit and impose special requirements for Owners with a history of delinquent payment. If any Owner is delinquent in paying any assessments or other charges levied on his or her Unit, the Board may require the outstanding balance on all assessments to be paid in full immediately.

**8.7 Personal Obligation.**

(a) Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a rate of eighteen percent (18%) per annum or such other rate as the Board may establish, subject to the limitations of Wyoming law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and, to the extent permitted by law, a lien upon each Unit until paid in full. Upon a transfer of title to a Unit, the grantee shall not be personally liable for any assessments and other charges due at the time of conveyance unless expressly assumed by him/her, but such transferred Unit shall remain subject to any liens imposed upon it pursuant to Section 8.9 herein.

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

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

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

**8.8 Lien for Assessments.** Each Owner, by his or her acceptance of a deed to a Unit, hereby vests in the Association and its agents the right and power to bring all appropriate actions against such Owner personally for the collection as a debt of any unpaid and delinquent billings for Base Assessments, Special Assessments, Specific Assessments, interest, late fees, enforcement costs and other charges owing by such Owner in accordance with the terms hereof. Additionally, in order to secure payment of any billings for Base Assessments, as well as Special Assessments and Specific Assessments, interest, late fees, enforcement costs (including reasonable attorney fees) and other charges due hereunder, Declarant hereby retains, and each Owner by his or her acceptance of a deed to a Unit, hereby grants, to the extent permitted by law, the Association and its agents a lien for such Base Assessments, as well as Special Assessments and Specific Assessments, interest, late fees, enforcement costs and other charges for which such Owner is responsible under the terms hereof. The Board, acting on behalf of the Association, is authorized to record a notice of any unpaid amounts secured by such lien (if permitted by law) in the Public Records, which shall include a description of the applicable Unit and the name of the Owner thereof and the basis for the amount of the lien. Said lien shall be enforceable, to the extent permitted by law, by the Association or its agents through all appropriate methods available under applicable Wyoming law for the enforcement of such liens, including without limitation, non-judicial foreclosure, and the Declarant and each such Owner hereby expressly grant to the Association a power of sale in connection with said lien, to the extent such lien is valid and permitted by law. The Association may designate a trustee in writing from time to time to post or cause to be posted the required notices and to conduct such foreclosure sale. The trustee may be changed at any time and from time to time by an instrument in writing and signed by the President or a Vice President of the Association and attested by the Secretary or any Assistant Secretary of the Association and filed for record in the Public Records. The Association may bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage and convey the Unit. While a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

To the extent the lien is valid and enforceable, the sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments. Notwithstanding the foregoing, any first Mortgagee that obtains title to a Unit after the sale or transfer of any Unit pursuant to foreclosure (or deed in lieu of foreclosure) shall not be subject to any lien amounts that represent more than six (6) months of unpaid charges relating to the Unit (including assessments and costs related to the collection of the unpaid dues) in question that arose prior to such sale or transfer. Any unpaid assessments associated with the foregoing (those lien amounts that represent more than six (6) months of unpaid charges) shall be deemed to be Common Expenses collectible from Owners of all Units and the lien shall be extinguished with respect to such lien amounts that represent more than six (6) months of unpaid charges.

Notwithstanding the foregoing, after any such foreclosure or deed in lieu of foreclosure, such Unit shall remain subject to this Declaration and the new Owner of such Unit shall thereafter be personally liable for all charges of the type described above which relate to such Unit which become due after such new Owner acquires title to said Unit by foreclosure or by acceptance of a deed in lieu of foreclosure. Except as otherwise provided above as to holders of first Mortgages that obtain title to a Unit after the sale or transfer of any Unit pursuant to foreclosure (or deed in lieu of foreclosure) or by applicable law, no sale or transfer of any Unit shall: (a) relieve any Owner thereof from personal liability for any of such unpaid charges attributable to the applicable Unit which become due prior to the date of such sale or transfer; or (b) satisfy or extinguish the above-described lien in respect of such unpaid charges.

## **ARTICLE IX – ADDITIONAL RIGHTS RESERVED TO DECLARANT**

**9.1 Expansion by the Declarant.** Until the Declarant has sold 100% of the Properties subject to this Declaration, the Declarant may annex additional properties into the regime of this Declaration provided such property is contiguous to the Properties. Such annexation shall be accomplished by filing a Supplemental Declaration in the Public Records describing the property to be annexed and specifically subjecting it to the terms of this Declaration. Such Supplemental Declaration shall not require the consent of Members, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

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

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

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

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

**9.6 Right to Assign Limited Common Elements – Parking and Limited Common Elements - Storage.** Declarant hereby reserves the right to assign LCE-Parking and LCE- Storage to specific Units by filing Supplemental Declarations in the Public Records.

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

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

**9.9 Right to Appoint Members of Board.** The Declarant hereby reserves the right to appoint and/or remove all members of the Board of Directors of the Association and any and all members of any

committees created by the Board. Following the expiration of the Declarant's rights, the Directors shall be elected and shall serve as provided in the Bylaws.

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

**9.11 Right to Allocate Exclusive Use Rights to a Unit.** The Declarant hereby reserves the right to create additional restrictions on the uses of all or any portion of the Units through separate recorded instruments, it being the intent of the Declarant to provide exclusive use rights appurtenant to certain Units at the sole option of Declarant.

**9.12 Right to Amend Plat.** The Declarant hereby reserves the right to amend the Plat to provide for the orderly development of the Properties as determined by the Declarant. By accepting a deed for their Unit, an Owner acknowledges the Declarant's rights as set forth in this Section 9.12 and expressly consents thereto.

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

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

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

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

(c) **Right to Enter, Inspect, Repair, and/or Replace.** Within a reasonable time after the receipt by Declarant of a Notice of Alleged Defect, or the independent discovery of any Alleged Defect

by Declarant, as part of Declarant's reservation of rights, Declarant shall have the right, upon reasonable notice to Claimant and during normal business hours, to enter onto or into, as applicable, any Unit, and/or any improvements or other portion of the Project for the purposes of inspecting and, if deemed necessary by Declarant, repairing and/or replacing such Alleged Defect. In conducting such inspection, repairs and/or replacement, Declarant shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances.

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

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

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

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

## ARTICLE X – EASEMENTS

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

The foregoing grants are subject to:

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

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

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

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

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

## **10.2 Easements for Utilities and Infrastructure.**

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

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

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

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

(iii) Access to read utility meters.

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

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

**10.3 Easements for Maintenance, Emergency and Enforcement.** The Declarant grants to the Association easements over the Common Elements as necessary to enable the Association to fulfill its maintenance responsibilities under Section 7.2. The Association shall also have the right, but not the obligation, to enter upon any Unit, but not to enter any structure thereon, for emergency, security, and safety reasons and to inspect for the purpose of ensuring compliance with the Governing Documents and to enforce the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. Some of the General Common Elements are or may be located within the Units or may be conveniently accessible only through the Units. The Owners of other Units shall have the irrevocable right, to be exercised by the Association as their agent, to have access to each Unit and to all General Common Elements from time to time during such reasonable hours as may be necessary for the maintenance, repair, or replacement of any of the General Common Elements located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the General Common Elements or to any Unit or Units. The Association shall also have such right independent of any agency relationship. The President of the Association and the Building Property Manager (if any) shall each have a master key to all Units for the purpose of gaining access to any Unit for repairs, maintenance and emergencies as provided herein. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the General Common Elements or as a result of emergency repairs within another Unit at the instance of the Association or of Owners shall be an expense of all of the Owners of the General Common Elements; provided, however, that if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all of such damage. Amounts owing by Owners pursuant hereto shall be collected by the Association by assessment pursuant to Article VIII.

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

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

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

**10.7 Owner's Right to Ingress and Egress and Support.** Each Owner shall have the right to ingress and egress over, upon, and across the Common Elements necessary for access to her/his Unit and to the Limited Common Elements designated for use in connection with his/her Unit, and shall have the

right to the horizontal and lateral support of her/his Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

## ARTICLE XI – AMENDMENT OF DECLARATION

**11.1 By Declarant.** In addition to specific amendment rights granted elsewhere in this Declaration, until the conveyance of eighty percent (80%) of the Units to an Owner unaffiliated with Declarant, Declarant may unilaterally amend or repeal this Declaration for any purpose. Thereafter, the 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 the Units; (iii) enable any institutional or Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guaranty mortgage loans on the Units; or (iv) to satisfy the requirements of any local, state or federal governmental agency, (v) correct or reflect modifications to, or discrepancies in, the physical attributes of the Project, including the size, location and configuration of Units and Common Elements, that may have arisen during construction of the Project, or (iv) to satisfy the reasonable and customary underwriting requirements of any insurance company providing insurance on any portion of the Project.

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

**11.2 By Members.** Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of at least sixty-six percent (66%) of the Members. Notwithstanding the foregoing, the Members shall obtain written consent of Mortgagees that represent at least fifty-one percent (51%) of the votes of Owners that are subject to mortgages if the subject amendment is materially adverse to such Mortgagees provided, however, that if such Mortgagees fail to respond to any written proposal for an amendment within sixty (60) days after receipt of proper notice of the proposal (delivered by certified mail or registered mail with a return receipt requested), such approval shall be deemed implied as of the date of expiration of such sixty (60) day period.

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

## ARTICLE XII - MECHANIC'S LIEN RIGHTS

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

the Unit of any other Owner, or against any part thereof, or against any other property of any other Owner, unless such other Owner has expressly consented to or requested the performance of such labor or furnishing of such materials or services. Such express consent shall be deemed to have been given by the owner of any Unit in the case of emergency repairs thereto. Labor performed or services of materials furnished for the Project or any portion thereof, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner of that portion of the Project. Any Owner may remove his/her Unit from a lien against two or more Units or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to her/his Unit. Notwithstanding the foregoing, no lien shall be placed on a Unit unless such lien is permitted by law.

### **ARTICLE XIII – MISCELLANEOUS**

**13.1 Registration of Mailing Address; Notice; Implied Approval of Mortgagees and Guarantors.** Each Owner shall register his/her mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the Association Bylaws. All notices or demands intended to be served to a Mortgagee or guarantor of a recorded mortgage shall be given by registered or certified mail, postage prepaid, return receipt requested. Any notice referred to in this Section to an Owner or the Association shall be deemed given when deposited in the United States mail in the form provided for in this Section. Any notice referred to in this Section to a Mortgagee or guarantor of a mortgage of record shall be deemed given when such entity or person receives such notice; provided, however, that if such Mortgagees or guarantors fail to respond to any request within 60 days after receipt of proper notice of the request (delivered by certified mail or registered mail with a return receipt requested), such approval shall be deemed implied as of the date of expiration of such 60-day period.

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

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

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

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

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

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

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

**13.9 Obsolescence**

(a) **Adoption of a Plan.** Owners representing an aggregate of three-fourths or more of the voting rights of the Association may agree that the Project is obsolete and adopt a written plan for the renewal and reconstruction provided such Owners also obtain written consent for such obsolescence and plan from mortgagees who represent at least 51% of the votes of the Owners that are subject to mortgages of record. Written notice of adoption of such a plan shall be given to all Owners and Mortgagees. Such plan shall be recorded in the records of the Clerk of Teton County, Wyoming.

(b) **Payment for Renewal and Reconstruction.** The expense of renewal or reconstruction shall be payable by all of the Owners as assessments against their respective Units. These assessments shall be levied in advance pursuant to this Declaration and shall be allocated and collected as provided for the allocation of expenses of Common Elements in Article VIII. Further levies may be made in like manner if the amounts collected prove insufficient to complete the renewal and reconstruction.

(c) **Sale of Obsolete Units.** The Owners representing an aggregate of three-fourths or more of the total voting rights of the Association may agree that the Condominium Units are obsolete and that the Project should be sold. Such an agreement must have the additional approval of mortgagees who represent at least 51% of the votes of the Owners that are subject to mortgages of record at the time such agreement is made. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association the Project shall be sold by the Association as attorney-in-fact for all of the Owners free and clear of the provisions contained in this Declaration, the Plat and the Association Bylaws. The sale proceeds shall be apportioned among the Owners of the Units in proportion to their interest in the Common Elements as set forth on **Exhibit "A"** attached hereto, and such apportioned proceeds shall be paid into separate accounts, each such account representing one Condominium Unit. Each such account shall remain in the name of the Association, and shall be further identified by the Condominium Unit designation and the name of the Owner. From each separate account the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner.

(d) **Distribution of Excess.** In the event amounts collected are in excess of the amounts required for renewal and reconstruction, the excess shall be returned to the Owners by the Association by a distribution to each Owner (first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner) in an amount proportionate

to the respective amount collected from each such Owner; provided, however that any such distribution shall be subject to the provisions of the Special Restrictions governing the Units and in no event shall an Owner receive distributions in excess of the "Transfer Price" determined pursuant to the Special Restrictions.

### **13.10 Condemnation.**

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

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

(c) **Complete Taking.** In the event that the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners (first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner) of the Units in proportion to their interest in the Common Elements as set forth on **Exhibit "A"** attached hereto and subject to the Special Restrictions, provided that if a standard different from the value of the Project as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree, or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in the preceding paragraph, and subject to the Special Restrictions, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable, first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner; provided, however, that the provisions of the Special Restrictions shall govern distributions to Owners and in no event shall an Owner receive distributions in excess of the "Transfer Price" determined pursuant to the Special Restrictions.

(d) **Partial Taking.** In the event that less than the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Owners as follows: (a) the total amount allocated to taking of or injury to the Common Elements shall be apportioned among Owners of the Units in proportion to their interest in the Common Elements as set forth on **Exhibit "A"** attached hereto, (b) the total amount allocated to severance damages shall be apportioned to those Condominium Units which were not taken or condemned, (c) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within her/his own Unit shall be apportioned to the particular Unit involved, and (d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made in the same manner provided above in Subsection (c), first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner. Any allocation to the Owner shall be

subject to the provisions of the Special Restrictions and in no event shall an Owner receive allocations in excess of the "Transfer Price" determined pursuant to the Special Restrictions.

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

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

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

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

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

- (a) Any condemnation or casualty loss that affects either a material portion of the Project or the Unit that secures a mortgage;
- (b) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of a Unit on which such Mortgagee or Guarantor holds a mortgage;
- (c) A lapse, cancellation or material modification of any insurance policy maintained by the Association; and
- (d) Any proposed action that requires the consent of a specified percentage of Mortgagees.

**13.12 No Priority.** No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or any other party priority over any rights of the first Mortgagee of any Unit in the case

of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Units and/or Common Elements.

**13.13 Negotiation and Mediation.** The provisions of this Section 13.13 are in addition to the provision of Section 9.14. The term “Claims” means any and all causes of action, claims, costs, damages, expenses, liabilities, and other claims. The Persons subject to this Declaration will make every reasonable effort to meet in person and confer for the purpose of resolving any Claim by good faith negotiation. If requested in writing, the Board may appoint a representative to assist the parties in negotiation. The term “Bound Party” shall mean Declarant, the Association, its officers, directors, and committee members, if any, all Persons subject to this Declaration, and any Person subject to this Declaration. Any Bound Party having a Claim (“Claimant” against any other Bound Party (“Respondent”) (collectively, the “Parties”) shall notify each Respondent in writing (the “Request for Resolution”), stating plainly and concisely: (i) the nature of the Claim, including the Persons involved and Respondent; (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); (iii) Claimant’s proposed remedy; and (iv) that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim; and (v) that Respondent must respond to the Request for Resolution within thirty (30) days of its receipt or it will be deemed to have been rejected.

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

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

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

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

**13.14 Declarant as Beneficiary.** Notwithstanding anything to the contrary contained in this Declaration, the Declarant shall be deemed a third-party beneficiary of this Declaration and shall have the right and standing to enforce the terms and conditions hereof against the individual Owners or the Association, as the case may be, for a period of ten (10) years after the date of this Declaration.

*[Signature Page Follows]*

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

**Declarant:**

*440 W Kelly Partners LLC,  
a Wyoming limited liability company*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF WYOMING )  
 ) ss.  
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by \_\_\_\_\_ the \_\_\_\_\_ of 440 W Kelly Partners LLC, a Wyoming limited liability company, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

Witness my hand and official seal.

Notary Public  
My commission Expires:

**EXHIBIT "A"**  
**TO CONDOMINIUM DECLARATION**

<b>Unit Number</b>	<b>Ownership Percentage of Common Elements<sup>1</sup></b>
1A	5.25%
1B	5.25%
2A	10%
2B	9%
2C	6.5%
2D	7.5%
2E	9.5%
2F	9.5%
3A	10%
3B	8.5%
3C	9.5%
3D	9.5%

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<sup>1</sup> Subject to change with Final Plat

**EMPLOYEE RIGHT OF PURCHASE AGREEMENT**  
(KELLY PLACE CONDOMINIUMS)

THIS EMPLOYEE RIGHT OF PURCHASE AGREEMENT (this "Agreement") is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by **Town of Jackson (the "Town")**, a Wyoming municipal corporation, and **440 W Kelly Partners LLC**, a Wyoming LLC, its heirs, successors and assigns ("Developer").

**RECITALS**

**WHEREAS**, the Town is a duly constituted municipality in the State of Wyoming with all powers set forth in Title 15 of the Wyoming State statutes and all other applicable legal provisions; and

**WHEREAS**, Developer is a Wyoming LLC constituted pursuant to Wyo. Stat. §17-29-101 et. seq.; and

**WHEREAS**, the Town has determined the shortage of affordable housing opportunities is a growing burden and part of its governmental function; and

**WHEREAS**, the Town owns certain real property located within the Town of Jackson, Teton County, Wyoming, legally described as Unit \_\_\_\_\_ according to the Kelly Avenue Condominiums Addition to the Town of Jackson, Teton County, Wyoming, according to that Plat recorded in the Office of the Teton County, Wyoming Clerk on \_\_\_\_\_, 2022, as Plat No. \_\_\_\_\_, and as further defined and described in the Declaration for the Kelley Avenue Condominium Owner's Association recorded in the Office of the Teton County, Wyoming Clerk on \_\_\_\_\_, 2022, as Document Number \_\_\_\_\_, and any amendments and supplements thereto, recorded in the Office of the Teton County, Wyoming Clerk from time to time. PIND \_\_\_\_\_

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(“Property”) that it has leased to Developer for the purpose of developing restricted housing, pursuant to a lease agreement recorded in the Office of the Teton County, Wyoming Clerk on \_\_\_\_\_, 2022 as Document Number \_\_\_\_\_ (**“Ground Lease”**); and

**WHEREAS**, Developer has offered, and the Town has accepted, as consideration for that **Ground Lease**, revolving first options to purchase four (4) residential units within Kelly Place Condominiums for the Town’s Employees; and

**WHEREAS**, Developer and the Town now desire to enter into this Employee Right of First Purchase Agreement pursuant to the terms and conditions set forth herein;

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are hereby incorporated by reference, and the mutual promises and covenants herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, Developer agrees to provide the Town with four (4) revolving rights of first purchase for residential units subject to the terms and conditions herein.

## **AGREEMENT**

**1. EMPLOYEE RIGHTS OF PURCHASE.** Developer hereby grants to the Town four (4) revolving rights of first purchase, each and all of which are superior to any other revolving rights of purchase in existence now or in the future, for Employees of the Town to purchase a Residential Unit, subject to the terms and conditions of this Agreement (each an “EROP” and collectively, the “EROPs”). For purposes of this Agreement, “Employee” shall be defined as an individual that meets the applicable requirements for qualification by the Town and by the Housing Department, provided that an Employee of the Town does not need to comply with any income qualifications of the Housing Department.

**A. First Purchase Terms.** EROPs are triggered by several events, including but not limited to, Developer listing a unit for sale, when fewer than four (4) units have undergone “Initial Sale” as defined in the Ground Lease, (a “Sale Event”), or the delivery of notice to the Jackson / Teton County Housing Department (“JTCHD”) of a current owner’s desire to sell its Residential Unit (a “Re-Purchase Event”). If there is an available EROP, at the time of a Sale Event or Re-Purchase Event the following requirements shall apply and the parties hereto agree as follows:

- (i) Upon the occurrence of a “Sale Event” or a “Re-Purchase Event”, Developer or the JTCHD, shall deliver notice to the Town of such event (The “Notice”). Upon delivery of Notice, the Town shall have ten (10) days to notify either Developer or the JTCHD in writing that the Town has an Employee interested in looking at the subject Residential Unit. In that case, the interested Employee shall have another ten (10) days to determine if it would like to purchase the Residential Unit and sign a binding purchase contract (the “Exclusive Purchase Option Period”). If the employee signs the purchase contract within the required time period, the Town shall be deemed to have exercised its applicable EROP for the subject Residential Unit.
- (ii) If the Town exercises its EROP for an Employee to purchase the Residential Unit, such purchase shall be completed by the Employee pursuant to Section 2 of this Agreement and the terms and conditions set forth in applicable deed restriction.

**B. Waiver; EROP Reviving Event.** If the Town does not send notice as provided herein or if the Employee does not sign the binding purchase contract, or fails to complete the purchase of the Residential Unit pursuant to Section 2 and the terms of the binding purchase contract and this Agreement, then (1) if Initial Sale, Developer is free to sell to any Qualified Household and (2) if Resale, JTCHD shall facilitate the purchase of the subject Residential Unit to another qualified buyer and each party hereto shall have no further rights or obligations to the other party

with respect to the subject Residential Unit. Under either scenario (1) or (2) in the preceding sentence, thereafter, the Town will have an EROP on the next available Residential Unit until the Town exercises the applicable EROP and an Employee purchases a Residential Unit as a result thereof. After the Town exercises the applicable EROP and an Employee purchases a Residential Unit as a result thereof, the applicable EROP shall be stayed until the earlier to occur of the following events (each an “EROP Reviving Event”): (i) the Town notifies the JTCHD that the Employee that owns the Residential Unit that was purchased as a result of the Town exercising the applicable EROP is no longer employed by the Town; or (ii) the Employee that owns the Residential Unit that was purchased as a result of the Town exercising the applicable EROP sells the subject Residential Unit.

**2. CLOSING PROCEDURES FOR EXERCISE OF EROP.** The purchase of the Residential Unit by the Employee shall occur as follows:

- A. For the Initial Sale of a unit, the Employee shall have the opportunity to complete the purchase at the price set by Developer in accordance with any Jackson Teton County Housing Department (“JTCHD”) Rules and Regulations as adopted and as amended; provided that an Employee of the Town does not need to comply with any income qualifications of the Housing Department.
- B. For the Resale of Residential Units, the Employee shall purchase the Residential Unit at the Maximum Resale Price, as applicable, as these terms are defined in any applicable deed restriction for the subject Residential Unit, and all amendments thereto, and the closing shall be completed in accordance with any applicable timelines and procedures set forth in any applicable deed restriction and any rules and regulations adopted by the JTCHA and as amended from time to time.
- C. Whenever an EROP is exercised, the purchaser shall be required to close the transaction within 30 calendar days of signing the binding purchase contract. In the event such period ends on a weekend or federal holiday, the time period shall be extended to the next business day.
- D. In the event an employee cannot close on an EROP, the employee may assign its purchase contract to another eligible town employee by providing notice of the same to the Developer or JTCHD, as applicable, and the time period to close such transaction shall be extended by another 14 calendar days. Thereafter, the EROP shall expire as to that subject Residential Unit.

**3. ENTIRE AGREEMENT; MODIFICATION; MEMORANDUM.** This Agreement embodies and constitutes the entire understanding between the parties with respect to the option and terms contemplated herein and all prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified,

amended, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

**4. APPLICABLE LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wyoming. Time is of the essence of this Agreement.

**5. HEADINGS; BINDING EFFECT.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns, provided that no assignment shall be made except in accordance with the provisions hereof.

**6. COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

**7. INTERPRETATION; SEVERABILITY; CONSTRUCTION.** Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

**8. ENFORCEMENT.** If any party hereto fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, all court costs and all reasonable attorneys' fees.

**9. GOVERNMENTAL IMMUNITY.** The Town does not waive its governmental immunity by entering into this Agreement and specifically retains immunity and defenses available to it as a governmental entity pursuant to Wyo. Stat. Ann. §1-39-101, *et seq.*, and all other state law.

**10. NOTICES.** Notices hereunder shall be given only by hand delivery, certified letter, fax or telegram and shall be deemed given when received, if hand delivered, or when the letter (sent certified mail, return receipt requested, addressed as set forth below) is

deposited in the mail. All notices required or permitted by any provision of this Agreement shall be directed as follows:

To Developer at: 440 W Kelly Partners, LLC  
Attn: Jacob Roller  
30 S. 15<sup>th</sup> Street, Floor 15  
Philadelphia, PA 19102  
jacob@rollerdevelopment.com

To Town of Jackson: Town of Jackson  
Attn: Town Clerk P.O. Box 1687  
Jackson, Wyoming 83001  
clerk@jacksonwy.gov

To JTCHD: Jackson / Teton County Housing Department  
P.O. Box 714  
Jackson, Wyoming 83001  
aprilnorton@jacksonwy.gov

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date first written above.

**Town of Jackson:**

TOWN OF JACKSON  
BY: \_\_\_\_\_  
Mayor

ATTEST:

BY: \_\_\_\_\_  
Town Clerk

State of Wyoming )  
 ) ss.  
County of Teton )

The foregoing instrument was acknowledged before me by Hailey Morton Levinson, as Mayor, and Riley Taylor, as Town Clerk, respectively, of the Town of Jackson, each who are personally known to me or who provided sufficient evidence of their identity to me, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Witness my hand and official seal.

## Notary Public

My Commission Expires:

### Developer:

**440 W Kelly Partners, LLC**, a Wyoming corporation

By: Jacob Roller

Title:

STATE OF WYOMING )  
 )  
COUNTY OF TETON )

The foregoing instrument was acknowledged before me by Jacob Roller, as \_\_\_\_\_ of 440 W Kelly Partners, LLC, a Wyoming corporation, this \_\_\_\_ day of \_\_\_\_\_, 2022.

WITNESS my hand and official seal.

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## Notary Public

My commission expires:



**Special Restrictions  
For Workforce Ownership Housing  
Located at  
440 W. Kelly Ave.  
Town of Jackson**

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

**RECITALS:**

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

See Exhibit A

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

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

*Owner developed property addressed as 430 and 440 West Kelly Avenue. This development generated the obligation to provide Workforce Ownership Housing in accordance with the Approval. Owner is restricting:*

- Unit \_\_\_\_\_, with \_\_\_\_\_ number of bedrooms.
- Unit \_\_\_\_\_, with \_\_\_\_\_ number of bedrooms.
- Unit \_\_\_\_\_, with \_\_\_\_\_ number of bedrooms. (hereinafter "Residential Unit" or "Residential Units").

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

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

**WHEREAS**, the Owner is also the developer of the Residential Unit. As a condition of the Approval, the Owner is required to record these Special Restrictions after construction of the Units, immediately after recordation of the Plat. While Owner desires to sell the Residential Unit in accordance with the terms and conditions contained herein, the

Owner may still hold title to the Residential Unit at the time these Special Restrictions are filed. To be clear, when used in this Agreement, the term "Owner" shall refer to the Owner signing these Special Restrictions or a lender succeeding by virtue of foreclosure to these restrictions and the term "owner" shall refer to any owner who owns the Residential Unit subsequent to the Owner.

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

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

#### **RESTRICTIONS:**

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

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

#### **SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD.**

A. Qualified Household. The ownership, use and occupancy of the Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household for Workforce Housing, as set forth below and as may be further detailed in the Rules and Regulations ("Qualified Household"). Notwithstanding the foregoing, it is understood and acknowledged by the parties that upon recordation of these Special Restrictions the Owner may still hold title to the Residential Unit. If Owner still holds title to the Residential Unit at the time the Special Restrictions are recorded, the Owner is not required to be a Qualified Household. However, Owner understands and acknowledges that it is required to use commercially reasonable efforts to sell the Residential Unit to a Qualified Household in accordance with the terms and conditions contained herein within one (1) year from the date a certificate of occupancy is issued on a Residential Unit ("Initial 12 Months"). If, after the Initial 12 Months ("First Sales Period 12"), Owner is unable to sell the Residential Unit, the Owner's deadline to sell the Residential Unit shall be extended by 18 months ("Second Sales Period 18"). During the Second Sales Period 18 and prior to Initial Sale, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in

no way prohibit Owner from selling the Residential Unit during this time period, subject to any applicable leases. Notwithstanding the foregoing, the parties acknowledge that market and economic forces beyond the control of any parties may impact Initial Sale of the Residential Unit. Therefore, in the event the Wyoming Cost of Living Index Northwest Region as published by the Wyoming Department of Administration & Information, Economic Analysis Division declines by at least 2% for 3 quarters or more during the Second Sales Period 18, the Owner's deadline to sell the Residential Unit at its chosen price shall be extended by another 12 months ("Third Sales Period 12"). In the Third Sales Period 12, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in no way prohibit Owner from selling the Residential Unit during this time period, subject to any applicable leases.

If, after the Second Sales Period 18 (or after the Third Sales Period 12 if triggered), Owner remains unable to sell the Residential Unit at its chosen price, the Town of Jackson or the Housing Department will have the right to order an appraisal that will be paid for by Owner ("First Appraisal"). Such appraisal will be performed recognizing the deed restrictions on the Residential Unit. If the First Appraisal is less than the Owner's selling price at the time of the First Appraisal, the Owner will be required to adjust the selling price accordingly, will list the Residential Unit for sale at or below the appraised value from the First Appraisal, and the Owner's deadline to sell the Residential Unit shall be extended by 12 months from the date the appraisal is received ("Fourth Sales Period 12"). In this period, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in no way prohibit Owner from selling a Residential Unit during this time period, subject to any applicable leases. If, after the appraisal and expiration of the Fourth Sales Period 12, the Residential Unit has not sold at the appraised price, then a second appraisal shall be ordered ("Second Appraisal"). The Second Appraisal will be performed recognizing the deed restrictions on the Residential Unit. If the Second Appraisal is less than the First Appraisal, the Owner will be required to adjust the selling price accordingly. If the Second Appraisal is more than the First Appraisal, the selling price shall be reduced by 10% below the First Appraisal. In this period, Owner must rent the unsold Residential Unit to a Qualified Household on the terms and conditions contained herein. This requirement shall in no way prohibit Owner from selling a Residential Unit during this time period, subject to any applicable leases.

For any entity which is deemed a Qualified Mortgagee under Section 10(a) herein, that entity shall be entitled to an additional 2 years from the recordation of a foreclosure deed to sell the Residential Unit to a Qualified Household. If the Owner rents the Residential Unit to a tenant prior to Initial Sale (as defined herein), the tenant must be a Qualified Household.

**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 earn at least seventy-five percent (75%) of the

Household's income from a local business, as defined above.

3 No Teton County Residential Real Estate. No member of the Qualified Household may own or have any interest (whether individually, in trust, or through an entity including without limitation a partnership, limited partnership, limited liability company, corporation, association, or the like) in whole or in part in any other residential real estate within one hundred and fifty (150) miles of Teton County, Wyoming at any time during occupancy of the Residential Unit.

4 Determination by the Housing Department. The Housing Department shall determine whether a prospective occupant is a Qualified Household. In addition to any requirements set forth in the Rules and Regulations, such determinations shall be based upon written applications, representations, information and verification as are deemed by the Housing Department to be necessary to establish and substantiate eligibility.

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

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

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

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

A. Occupancy.

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

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

B. Business Activity. No business activities shall occur in a Residential Unit, other than a home occupation

use that is allowed by applicable zoning and properly permitted.

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

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

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

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

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

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

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

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

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

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

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

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

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

1 The Housing Department shall provide the Nonqualified Transferee a reasonable period within which to qualify as a Qualified Household.

2 If the Nonqualified Transferee does not qualify as a Qualified Household within such reasonable period, he or she shall cooperate with the Housing Department to effect the sale, conveyance or transfer of the Residential Unit to a Qualified Household and shall execute any and all documents necessary to such sale, conveyance or transfer.

3 A Nonqualified Transferee shall comply with these Special Restrictions, the Rules and Regulations, the Declaration, zoning and all Laws governing the ownership, occupancy, use, development or transfer of the Residential Unit, and further may only occupy the Residential Unit with the prior written consent of the Housing Department

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

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

Restrictions and Option, on a form to be provided by the Housing Department. Notwithstanding the foregoing, upon receipt of notice from an owner of such owner's desire to sell a Residential Unit, the Housing Department may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

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

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

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

A. A violation of any term of these Special Restrictions, the Rules and Regulations, the Declaration, or any laws affecting a Residential Unit.

B. Vacancy of a Residential Unit for more than sixty (60) days continuously.

C. Failure to pay or default of any other obligations due or to be performed with respect to a Residential Unit which failure to pay or default could result in a lien against a Residential Unit, including without limitation, homeowner dues, property taxes, payment required by a promissory note or mortgage purporting to affect a Residential Unit. An Owner or owner shall notify the Housing Department in writing of any notification received from any lender or third party of past due payments or default in payment or other obligations due or to be performed within five (5) calendar days of an Owner or owner's notification.

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

E. Fraud or misrepresentation by purchaser, the Owner, a subsequent owner and/or occupant in the provision of an application, reporting requirement, inspection requirement or any other informational requirement to the

Housing Department.

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

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

**A. Purchase Option.**

1 The Housing Department shall have the option to purchase a Residential Unit for the lesser of the Maximum Resale Price, or the appraised value, subject to the restrictions of this Section and sections 6 and 7 herein ("Option"). If the Option is exercised on a Residential Unit prior to Initial Sale and a loan described in Section 10(A)(1) is outstanding, the purchase price for the Option shall be the outstanding principal, accrued interest and reasonable costs of such loan, regardless of any other provision of these Special Restrictions ("Purchase Price"). If the Owner has not completed the Initial Sale of all Residential Units and the Housing Department exercises the Option against some of the remaining Residential Units (those which have not had an Initial Sale), the Option Purchase Price shall be prorated. In such event, the formula for establishing the Housing Authority's Purchase Price shall be Purchase Price multiplied by [# of units to which Option is exercised / (total built - # of Initial Sales)]. By way of example only, if 16 Residential Units are built and 4 have Initial Sales and the Housing Department exercises the Option on 6 units, the formula would be: Purchase Price x [6/(16-4)]...Purchase Price x .50.

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

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

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

FIRST, to the payment of any unpaid taxes;

SECOND, to the payment of any Qualified Mortgage;

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 10. QUALIFIED MORTGAGE.**

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

1 (i) Is the primary construction financing loan and mortgage for initial construction of the Residential Unit and related project, or any refinancing of such loan and mortgage, which have a maximum loan to value ratio of One Hundred percent (100%); or (ii) is an owner's mortgage and the principal amount of such mortgage at purchase does not exceed ninety-six and one half percent (96.5%) of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed ninety-five percent (95%) of the then current Maximum Resale Price as the same is determined by the Housing Department at the time or times any such mortgage purports to encumber the Residential Unit; and

2 runs in favor of a "Qualified Mortgagee," defined as:

- i. An "institutional lender" such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision; or
- ii. A "community loan fund", or similar non-profit lender to housing projects for income-eligible persons (e.g., is not given to or acquired by any individual person); or
- iii. A non-affiliated, legitimate, "finance company." In no event may such finance company be an individual or any company that is affiliated with or has any affiliation with an Owner or owner or any family member of Owner or owner; or
- iv. JHTCA or Housing Department for any monies advanced by JHTCA or Housing Department in connection with a mortgage or other debt with respect to Residential Unit; and
- v. the provider of a loan as described in Section 10(A)(1)(i).

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

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

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

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

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

contrary herein, the Residential Unit shall remain subject to these Special Restrictions.

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

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

A. Termination by the Town of Jackson. These Special Restrictions may be terminated after a determination by the Town of Jackson that these Special Restrictions are no longer consistent with the Town's goals for affordable housing.

B. Termination Resulting from Foreclosure by a Qualified Mortgagee. These Special Restrictions as applied to a Residential Unit may be terminated by a Qualified Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgagee, as follows:

1 The Qualified Mortgagee provided to the Housing Department copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon an owner.

2 The Housing Department did not exercise its rights as provided in Section 10, Qualified Mortgage.

3 Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by the Housing Department in its sole and absolute discretion) conveying title to a purchaser, who is not (i) Owner or an owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to Owner or owner or any member of the Qualified Household, or (iv) the Housing Department.

4 In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to the Housing Department all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to Owner or owner of the foreclosed Residential Unit.

5 Notwithstanding the notice requirements to the Housing Department in this Section, if a Qualified Mortgagee has failed to provide the Housing Department copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on an owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide the Housing Department with notice of its intent to foreclose ("Mortgagee Notice to the Housing Department"). The Mortgagee Notice to the Housing Department shall include all information relevant to Owner's or an owner's default and the actions necessary to cure such default. The Housing Department shall have forty-five (45) days from the date of the Mortgagee Notice to the Housing Department to exercise its rights under Section 10, Qualified Mortgage. If the Housing Department fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

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

C. Amendment. These Special Restrictions may be amended by a signed, written amendment executed by the Parties hereto and any subsequent owner of the Residential Unit, and recorded in the Teton County Clerk's Office against the title to the Land, in whole or in part, with the written consent of Owner or any subsequent owner of the

Residential Unit and the Town of Jackson, Wyoming.

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

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

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

**To Housing Department**

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

**With a Copy to:**

Town of Jackson  
Attn: Town Clerk  
PO Box 1687  
Jackson, WY 83001

To Owner

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

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

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

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

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

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

**SECTION 19. INDEMNIFICATION.** Owner and any subsequent owner shall indemnify, defend, and hold the Housing Department and the Town of Jackson, and each entity's directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever, unless such damage or injury is caused by the willful act or gross neglect of the Town, its employees or agents, on or about the Residential Unit, or for Owner's or an owner's breach of any provision of these Special Restrictions. Owner or owner waives any and all such claims against the Housing Department and the Town of Jackson, unless otherwise provided herein.

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

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

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

**Owner:**

STATE OF WYOMING )  
 )ss.  
COUNTY OF TETON )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2022, the foregoing instrument was acknowledged before me by  
\_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_.

Witness my hand and official seal.

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## Notary Public

## **TOWN OF JACKSON:**

By: Hailey Morton Levinson, Mayor

## ATTEST

Riley Taylor, Town Clerk

STATE OF WYOMING )  
 ) SS  
COUNTY OF TETON )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned Notary Public, personally appeared Hailey Morton Levinson, Mayor for the Town of Jackson, Teton County, Wyoming, and Riley Taylor, Town Clerk for the Town of Jackson, a Wyoming municipality and known to me, or proven by satisfactory evidence, to be the Mayor that executed the foregoing and acknowledged said instrument to be the free and voluntary act and deed, by authority of Statute of said municipality, for the uses and purposes therein mentioned, and on oath stated that such person is authorized to execute said instrument on behalf of the Town of Jackson, Wyoming.

(seal)

## Notary Public

**JACKSON TETON COUNTY AFFORDABLE HOUSING DEPARTMENT**  
(Acknowledgement as to form)

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\_\_\_\_\_, Housing Manager

STATE OF WYOMING )  
                          )  
COUNTY OF TETON      )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2022, the foregoing instrument was acknowledged before me by  
\_\_\_\_\_, as Housing Manager of the Jackson Teton County Affordable Housing  
Department.

Witness my hand and official seal.

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Notary Public