



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 8, 2023	REQUESTS:
Item #: P23-194	
Planner: Tyler Valentine	The applicant is submitting a request for a subdivision plat for the property located at 445 E Kelly known as LOT 1-6, 445 EAST KELLY AVENUE ADDITION (01444)
Phone: 733-0440 ext. 1305	PIDN: 22-41-16-34-2-90-001
Email: tvalentine@jacksonwy.gov	PIDN: 22-41-16-34-2-90-002
Owner Teton County, Wyoming PO Box 1727 Jackson, WY 83001	PIDN: 22-41-16-34-2-90-003
Applicant Habitat for Humanity of Greater Teton Fodor Law PO Box 551 Jackson, WY 83001	PIDN: 22-41-16-34-2-90-004
	PIDN: 22-41-16-34-2-90-005
	PIDN: 22-41-16-34-2-90-006
For questions, please call Tyler Valentine at 733-0440, x1305 or email to the address shown below. Thank you.	
Please respond by: November 29, 2023 (with Comments)	

Applicant

Habitat for Humanity of Greater Teton
Fodor Law
PO Box 551
Jackson, WY 83001

RESPONSE: For Departments not using SmartGov, please send responses via email to:
planning@jacksonwy.gov

FODOR LAW OFFICE, PC
LLC

October 27, 2023

Via Email Only

Town of Jackson, Planning & Building Department
Email: planning@jacksonwy.gov

RE: Parkside at Benson-Brown Station Plat Application; 445 East Kelly

Dear Planning Staff:

Please find enclosed a subdivision plat application on behalf of the applicant, Habitat for Humanity of the Greater Teton Area, Inc. The enclosed application includes the following:

- Planning Permit Application
- Letter of Authorization
- Subdivision Narrative
- Executed Ground Lease & Development Agreement between Habitat and Teton County
- Townhome Plat
- Draft Certificates of Acknowledgement
- Exaction Sheets
- Draft Covenants, Conditions & Restrictions for the Parkside at Benson-Brown Station Townhomes Addition to the Town of Jackson
- Affidavit of Publisher & Notice of Intent to Subdivide
- Title Report from Wyoming Title & Escrow

I will be paying the \$1,279.00 application fee by check and will coordinate with you on delivery. We would like to request an application fee waiver (fee reimbursement) pursuant to Ordinance No. 939 of the Town of Jackson and Municipal Code Section 15.04.090. The Ordinance provides that Town Council may reduce, defer or waive application fees upon request if a project advances significant community goals, including one sponsored by a governmental entity or one that provides extraordinary charitable benefits to the community. This project will continue to be owned by Teton County and will provide 18 homes to families in this community making less than 80% of the area Median Family Income. Therefore, we feel this important project meets the criteria for an application fee waiver.

Thank you and please contact me with any questions.

Regards,


Fodor Law Office, PC
Stefan J. Fodor

Encl.



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

Fees Paid _____

Date & Time Received _____

Application # _____

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

PROJECT.

Name/Description: 18 Townhomes at 445 E Kelly/Habitat Parkside Project

Physical Address: 445 E Kelly Avenue, Jackson, WY 83001

Lot, Subdivision: Lots 1-6, 445 E Kelly Addition to the Town of Jackson, Plat No. 1444 PIDN: _____

PROPERTY OWNER.

Name: Teton County, Wyoming Phone: 307-732-0867

Mailing Address: PO Box 1727, Jackson, WY 83001 ZIP: 83001

E-mail: ahnorton@tetoncountywy.gov; mmurphy@tetoncountywy.gov

APPLICANT/AGENT.

Name: Habitat for Humanity of Greater Teton Area, Inc. c/o Fodor Law Office Phone: 307-733-2880

Mailing Address: PO Box 551 ZIP: 83001

E-mail: stefan@fodorlaw.com

DESIGNATED PRIMARY CONTACT.

Property Owner Applicant/Agent

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

Use Permit

Basic Use

Physical Development

Sketch Plan

Interpretations

Formal Interpretation

Conditional Use

Development Plan

Zoning Compliance Verification

Special Use

Design Review

Amendments to the LDRs

Relief from the LDRs

Subdivision/Development Option

LDR Text Amendment

Administrative Adjustment

Subdivision Plat

Map Amendment

Variance

Boundary Adjustment (replat)

Miscellaneous

Beneficial Use Determination

Boundary Adjustment (no plat)

Other: _____

Appeal of an Admin. Decision

Development Option Plan

Environmental Analysis

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

Pre-application Conference #: P21-071 Environmental Analysis #: _____
Original Permit #: P21-290 (DEV) Date of Neighborhood Meeting: _____

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

Have you attached the following?

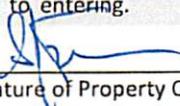
Application Fee. Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

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

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

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

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



Signature of Property Owner or Authorized Applicant/Agent

Stefan Fodor

Name Printed

10/27/23

Date

Attorney

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:

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: Luther Propst, Chairman of the Teton County Board of County Commissioners

Being duly sworn, deposes and says that Teton County, Wyoming is the owner in fee of the premises located at:

Name of legal property owner as listed on deed
445, 447, 455, 465, 475, 485 & 495 E Kelly Avenue, Jackson,

Address of Premises: Wyoming 83001

Legal Description: Lots 1-6 of the 445 East Kelly Addition to the Town of Jackson,

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Habitat for Humanity of the Greater Teton Area, Inc. c/o Fodor Law

Mailing address of Applicant/agent:

Office

Email address of Applicant/agent: stefan@fodorlaw.com

Phone Number of Applicant/agent: 307-733-2880; PO Box 551, Jackson, WY 83001

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 Home Occupation 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 LUTHER PROPST, CHAIR

Attest: Maureen Murphy

/Maureen Murphy, Clerk



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.

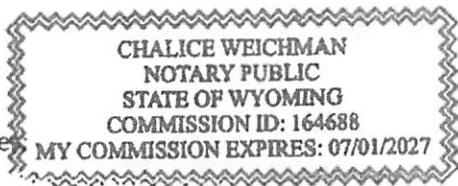
COUNTY OF TETON)

)

The foregoing instrument was acknowledged before me by LUTHER PROPST AND this 15th day of AUGUST 2023. WITNESS my hand and official seal.

Notary Public

My commission expires



Narrative for Subdivision Plat Application

Parkside at Benson-Brown Station Townhomes

The enclosed townhome plat proposes to subdivide 6 existing lots into 18 townhome lots for affordable housing, 6 common area lots and 1 lot for an historic cabin located within the boundaries of the property. There will be a total of 12, 2-bedroom units and 6, 3-bedroom units. The ownership and operational structure of this subdivision will be similar to the townhomes at the Five-Two-Five Hall Street subdivision. Here, Teton County will retain ownership of the underlying real property. Teton County and Habitat for Humanity of the Greater Teton Area, Inc. ("Habitat") have entered into a 99-year ground lease for the property whereby Teton County has leased the entire property to Habitat to construct, entitle and administer affordable housing units on the property. After the townhome lots are created, Habitat will (i) sublease each of the townhome lots within the subdivision to qualified households (as such term will be defined in Special Restrictions recorded against each townhome lot) and then (ii) convey the improvements upon each lot (i.e. the actual townhome units) to qualified households. Therefore, the occupants of the townhomes will own the improvements upon the townhome lot and have a ground lease for land upon which the townhome unit is situated.

In accordance with the Covenants, Conditions and Restrictions for Parkside at Benson-Brown Station Townhomes Addition to the Town of Jackson ("Parkside") submitted herewith, 27 parking spaces initially will be available to townhome owners on a first-come, first-served basis. The Parkside HOA may create additional or alternative parking policies in its Rules and Regulations.

The enclosed plat satisfies all required findings as noted below.

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

The Development Plan (P21-290) for this townhouse subdivision was approved by Town Council on February 7, 2022. The subdivision conforms to the approved development plan conditions approved with the Development Plan.

- 2. Complies with the standards of Section 8.5.4 of the LDRs.**

The subdivision complies with all standards in Section 8.5.4 of the LDRs. All required documentation has been submitted and all required components of the plat are included.

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

This subdivision complies with the subdivision standards of Division 7.2. Townhouse subdivisions are permitted within the NL-5 zoning district. This is new construction and there are no existing tenants. The subdivision is in compliance with all the required improvements to serve the units.

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

This subdivision complies with all other relevant standards of the LDRs and other Town Ordinances.

GRANTOR: TETON COUNTY WYOMING
GRANTEE: HABITAT FOR HUMANITY OF THE GREATER
Doc 1052523 Filed At 13:35 ON 01/10/23
Maureen Murphy Teton County Clerk fees: 39.00
By Corina Dorman Deputy Clerk

MASTER GROUND LEASE
for
445 E. Kelly Ave.
Between
Teton County, Wyoming, the Lessor
and
Habitat for Humanity of the Greater Teton Area, Inc., the Lessee

This Master Ground Lease is entered into this 20 day of SEPTEMBER, 2022 (the "Effective Date"), by and between Teton County, Wyoming, a duly organized county of the State of Wyoming (hereinafter referred to as the "County") and Habitat for Humanity of the Greater Teton Area, Inc., a Wyoming nonprofit corporation (hereinafter referred to as "Habitat").

RECITALS:

WHEREAS, Teton County, Wyoming, a duly organized county of the State of Wyoming, owns the property located at 445 E. Kelly, Jackson, Wyoming and desires to lease the property to the Habitat for Humanity for the Greater Teton Area, Inc., a Wyoming nonprofit corporation in order to provide a housing project pursuant to Wyoming Statute §15-10-101(a)(ii). Specifically, to provide "safe and sanitary housing and related facilities to person of low income." The Jackson/Teton County Housing Department was created by Teton County and the Town of Jackson pursuant to Wyoming Statute §15-10-116 and will assist the County with management of this ground lease.; and

WHEREAS, pursuant to Wyoming Statute §15-10-101(a)(iv) "persons of low income" means persons or families who, as determined by the public body undertaking a project, cannot afford to pay the amounts at which private enterprise, unaided by public subsidy, is providing decent, safe and sanitary housing; and

WHEREAS, to address the shortage of affordable, safe and sanitary dwelling accommodations, the County preserves affordable homeownership opportunities through the long-term leasing of land under owner-occupied homes; and

WHEREAS, that certain Property described below was purchased by Teton County for a housing development on such property (the "Project");

WHEREAS, in exchange for the County leasing the Property to Habitat and installing horizontal infrastructure in accordance with the terms and conditions set forth in this Lease: (i) Habitat will be solely responsible for the permitting, entitlement, development, construction and financing of the affordable housing development in accordance with this Lease and the Development Agreement signed of even date herewith between the parties hereto; (ii) Habitat will be solely responsible for the sale of the units in accordance with the Special Restrictions to be recorded against the Property as defined below; and (iii) Habitat agrees to follow the Communications Plan attached in Exhibit B.

WHEREAS, the County and Habitat anticipate entering into a Development Agreement for Construction of Affordable Housing Units on the Property (the "Development Agreement"), and as of the Effective Date, the County will lease the Property, as defined below, to Habitat and Habitat has agreed to administer and manage the Property and improvements for housing, as further set forth herein.

LEASE:

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Habitat and the County agree on all of the terms and conditions of this Master Lease as set forth below.

LEASE OF PROPERTY. The County hereby leases to Habitat, and Habitat hereby accepts the right to possess, occupy and use that certain real property situated in Teton County, Wyoming and further described in Exhibit A (the "Property").

1. **TERM.** The term of this Master Lease is ninety-nine (99) years, unless sooner terminated as provided for herein. Notwithstanding the foregoing, during the 80th year of this Master Lease, the parties shall confer with each other regarding the desirability of continuing the Master Lease beyond the expiration date and the ongoing and projected need to provide housing in Teton County. Prior to the end of the 80th year of this Master Lease, the County may elect to either: (a) extend this Master Lease for subsequent 99-year periods; or (b) take such other action as the County determines, in its sole discretion and acting in good faith, will continue the goal of providing decent, housing for people of low income in Teton County. In the event this Master Lease shall run to the conclusion of its initial term, or the conclusion of any additional terms, at the time of expiration, the County shall honor and observe the terms of all Homeowner Leases (defined below) in effect that are not in default by their own terms and are consistent with providing decent, affordable housing for people of low income in Teton County.

2. **RENT.** Habitat shall pay to Teton County, without deduction or setoff, at the address herein mentioned, for and throughout each year of this Master Lease, without demand, an annual rental of TEN Dollars (\$10.00) per year. Notwithstanding the foregoing or any other rights or remedies of the County herein or at law or equity, if during any term hereof, the Property is not used for the provision of decent, affordable housing for people of low income in Teton County, the rent shall be increased to an amount determined by appraisal to equal the market rental value of the Property for unrestricted use. In such event, upon the County's election exercised by notice to Habitat, the rent shall be as stated in the notice which shall be provided at least 180 days before such change..

3. **USE OF PROPERTY.** Habitat shall use and permit the use of the Property solely for providing decent, affordable housing for people of low income in Teton County and in accordance with and subject to a ground lease, the form of which the County shall have the right to approve (the "Homeowner Lease"), by the terms of which Habitat shall lease individual lots to lessees who have purchased the improvements thereon. The principal purpose of the County in entering into this Master Lease is to obtain the management and administration by Habitat of the Property and the improvements located thereon as affordable housing, and both parties agree that it is a material condition of the Master Lease of the Property that Habitat conscientiously enforce the terms of the Homeowner Lease in order to carry out the purposes stated therein. Habitat agrees not to use or permit the use of the Property or any part thereof for any purpose prohibited by this Master Lease, Homeowner Lease, Covenants, Conditions and Restrictions, or any law, rule, code, ordinance or regulation affecting the Property, and Habitat agrees, to comply with and conform to all of the

requirements of the foregoing throughout the entire term of this Master Lease and any extension thereof.

4. **TAXES AND ASSESSMENTS.** Unless otherwise paid by the homeowners under the Homeowner Leases, Habitat shall pay directly to the taxing authority the full amount of any property taxes or special assessments required to be paid with respect to the Property. In the event any notices of taxes or assessments due are sent to the County, the County will deliver the same, expeditiously, to Habitat.

5. **IMPROVEMENTS TO PROPERTY.** Habitat may not construct or otherwise make new improvements on any part or all of the Property or demolish, remove, replace, alter, re-locate, reconstruct or add to any existing improvements in whole or in part located upon the Property, or modify or change the contour or grade, or both, of the Property, except as in accordance with the Development Agreement. If such consent is given and Habitat at any time or times during this Master Lease shall construct any buildings, structures or improvements on the Property or any part thereof, the same shall be constructed without cost or expense to the County.

6. **IMPROVEMENTS/LIENS.** Habitat shall pay or cause to be paid the total cost and expenses of all construction and expense of improvement to the Property. Habitat shall not suffer or permit to be enforced against the Property or any part of it any mechanic's, materialmen's, contractor's or subcontractor's lien arising from any work or improvement or construction, however it may arise. Notwithstanding the foregoing, Habitat may in good faith and at Habitat's own expense contest the validity of any such asserted lien, claim or demand, provided Habitat or its agents, sub-lessees or assigns has furnished a bond in a sum equal to the amount claimed as required by a court of competent jurisdiction. Habitat shall defend and indemnify the County against all liability and loss of any type arising out of work performed on the Property by Habitat, together with reasonable attorney's fees and all costs and expenses incurred by the County in negotiating, settling, defending or otherwise protecting against such liens.

7. **DEFAULT.** If Habitat should default in the performance of its obligations hereunder and such default should continue for 180 days after written notice thereof from the County to Habitat, or such additional time as may be necessary if not capable of being cured within such period so long as Habitat has promptly commenced and diligently pursued such cure, then the County may terminate this Master Lease and recover the Property by summary proceedings or otherwise, and exercise any or all of Lessor's rights under said lease, including the right to enforce the same by any means provided to the Lessor therein, including termination, and may exercise any option to purchase the Improvements upon any lot as set forth in a Homeowner Lease or the right of first refusal to purchase any such Improvements as set forth in a Homeowner Lease, including the right to further assign the same to an eligible assignee. Default shall consist of any of the following:

- (a) Failure to pay any part of the rent or any other sum herein required; or
- (b) If Habitat should dissolve or become defunct, or change its mission such that it no longer provides affordable housing in keeping with the goals of the 445 E. Kelly Avenue Project to provide decent, affordable housing for people of low income in Teton County; or

(c) Failure to perform any of the other covenants or conditions on its part agreed to be performed herein, including any failure to enforce the terms of any individual Homeowner Lease, or if it shall be unwilling or unable to enforce any default by termination of the rights resulting therefrom, or exercise or assign to an eligible party the right to exercise any option to purchase or right of first refusal provided for in any Homeowner Lease.

Should the County terminate Habitat's rights under this Master Lease for any reason, it shall honor and observe the terms of all Homeowner Leases in effect that are not in default by their own terms and are consistent with providing decent, affordable housing for people of low income in Teton County.

All remedies herein conferred upon the County shall be cumulative and no one exclusive of any other remedy conferred herein or by law; provided that the County's right to enforce any remedy shall be subject to the written notice requirement set forth above.

9. **NOTICE.** Any notice, consent or approval which is required to be given hereunder shall be in writing and shall be deemed given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to the addresses set forth below. Alternatively, notice may be hand delivered, but any such hand delivery shall require a signed receipt evidencing the same. Failure of either party to pick up and/or sign for a certified mailing does not constitute failure to provide notice provided it was properly addressed and evidence of that mailing is retained. In the event of mailing, notice shall be deemed given when deposited in the U.S. Mail or at such other place or places as may be designated by either party from time to time in writing in the same manner as provided herein. Irrespective of the method of notice selected, notice shall also be given via email.

To the COUNTY: Teton County Clerk
P.O. Box 1727
Jackson, WY 83001
Email: mmurphy@tetoncountywyo.gov

With a copy to: Jackson/Teton County Housing Department
P.O. Box 714
320 S. King Street
Jackson, WY 83001
Email: housing@tetoncountywy.gov

To Habitat: Habitat for Humanity of the Greater Teton Area, Inc.
P.O. Box
Jackson, WY 83001
Email: kris@tetonhabitat.org

With a copy to: Stefan Fodor
Fodor Law Office
P.O. Box 551
Jackson, WY 83001
Email: stefan@fodorlaw.com

10. BINDING EFFECT. This agreement shall be binding upon and inure to the benefit of the respective parties hereto, their successors, representatives and assigns.

11. REPRESENTATIONS. All representations made by the parties in negotiations of this Master Lease have been incorporated herein, there are no verbal agreements between the parties to modify the terms and conditions hereof and any further modification of the same must be in writing and signed by all the parties.

12. TIME IS OF THE ESSENCE. Time is expressly declared to be of the essence of this Master Lease.

13. WAIVER. Any term or condition of this agreement may be waived in writing at any time by the party entitled to the benefit thereof, and any term and condition may be modified at any time by an agreement in writing executed by the parties hereto.

14. GOVERNMENTAL IMMUNITY. The County does not waive its governmental immunity by entering into this Master Lease and specifically retains immunity and defenses available to it as a governmental entity pursuant to Wyo. Stat. §1-39-104(a) and all other state law.

IN WITNESS WHEREOF, the parties hereto have executed this Master Lease as of the Effective Date.

[remainder of page intentionally left blank, signature pages to follow]

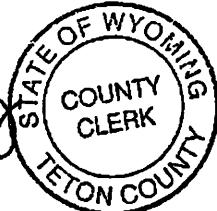
TETON COUNTY, WYOMING

Metalead Web

Natalia D. Macker, Chairwoman

Attest:

Maureen E. Murphy
Teton County Clerk

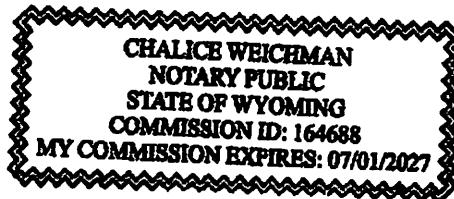


STATE OF WYOMING)
)
) SS.
COUNTY OF TETON)

On this 20 day of SEPTEMBER, 2022, before me personally appeared Natalia D. Macker and Maureen E. Murphy, to me personally known, and that the foregoing instrument was signed on behalf of Teton County.

WITNESS my hand and official seal.

Notary Public



My commission expires: 7-1-2027

HABITAT FOR HUMANITY OF THE
GREATER TETON AREA, INC.

By: M. Dalby
Its: President
Boards of Directors

STATE OF WYOMING)
)
COUNTY OF TETON)

On this 9 day of November, 2022 before me personally appeared
Mark Dalby, to me personally known, who, being by me duly sworn, did say
that He is the President of the Habitat for Humanity of the Greater
Teton Area, Inc., and that the foregoing instrument was signed on behalf of said organization.

WITNESS my hand and official seal.

Shila M. Arellano
Notary Public



My commission expires: 6/28/2022

EXHIBIT A

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

Parcel One:

A tract of land lying wholly within the SE 1/4 NW 1/4, Section 34, T41N, R116W, 6th P.M., Teton County, Wyoming, and being more particularly described as follows:

Beginning at a point S0°02'18" E, 1465.0 feet, and S89°57'42"W, 456 feet from the N1/4 corner of said Section 34;

Thence S0°02'18"E, 181.0 feet to a point;

Thence S62°52'18"E, 92.0 feet to a point;

Thence N19°16'26"E, 236.30 feet to a point;

Thence S 89°57'42"W, 160 feet to the Point of Beginning;

The Basis of Bearing being N0°02'18"W, along the north-south centerline of said Section 34.

PIN: 22-41-16-34-2-00-027.

Including and together with all and singular the tenements, hereditaments, and appurtenances, and improvements thereon or thereunto belonging, but subject to taxes,

reservations, covenants, conditions, restrictions, rights-of-way and easements, of sight and record.

Parcel Two:

A tract of land lying wholly within the SE1/4NW1/4, Section 34, T41N, R116W, 6th P.M., Teton County, Wyoming, and being more particularly described as follows:

Beginning at a point S89°57'42"W, 295.83 feet from a 5/8 inch diameter rebar which is S0°02' 18"E, 1465.30 feet from the NW1/4 corner of said Section 34; Thence N0°02'18"W, 136.65 feet to a point;

Thence S89°39'12"W, 160.00 feet to a point;

Thence S0°02'18"E, 135.76 feet to a point;

Thence N89°57'42"E, 160.00 feet to the Point of Beginning, said points being marked by a 5/8 inch diameter by 16 inch long steel reinforcing bar with aluminum Surv-Kap inscribed "NELSON ENGR PE & LS 578";

The Basis of Bearing being N0°02'18"W, along the north-south centerline of said Section 34.

PIN: 22-41-16-34-2-00-028.

Including and together with all and singular the tenements, hereditaments, and appurtenances, and improvements thereon or thereunto belonging, but subject to taxes, reservations, covenants, conditions, restrictions, rights-of-way and easements, of sight and record.

Exhibit B
Communications Plan for 445 E. Kelly Avenue Public-Private Partnership

Habitat for Humanity ("Habitat") and Teton County via the Jackson/Teton County Housing Department ("Housing Department") agree to this Communications Plan for the 445 E. Kelly Avenue Affordable housing development.

Purpose: To ensure consistent communications related to 445 E. Kelly Avenue both between the partners (Habitat and the Housing Department) and by the partners to external parties and/or the public.

Internal Communications between Habitat and Housing Department.

- Both: Weekly onsite meetings through the end of construction.
- Habitat: Inform/copy Housing Department staff contact on any issues related to County responsibility per the Development Agreement during construction.
- Housing Department: Inform/copy Habitat staff contact on any issues related to Habitat responsibility per the Development Agreement during construction.

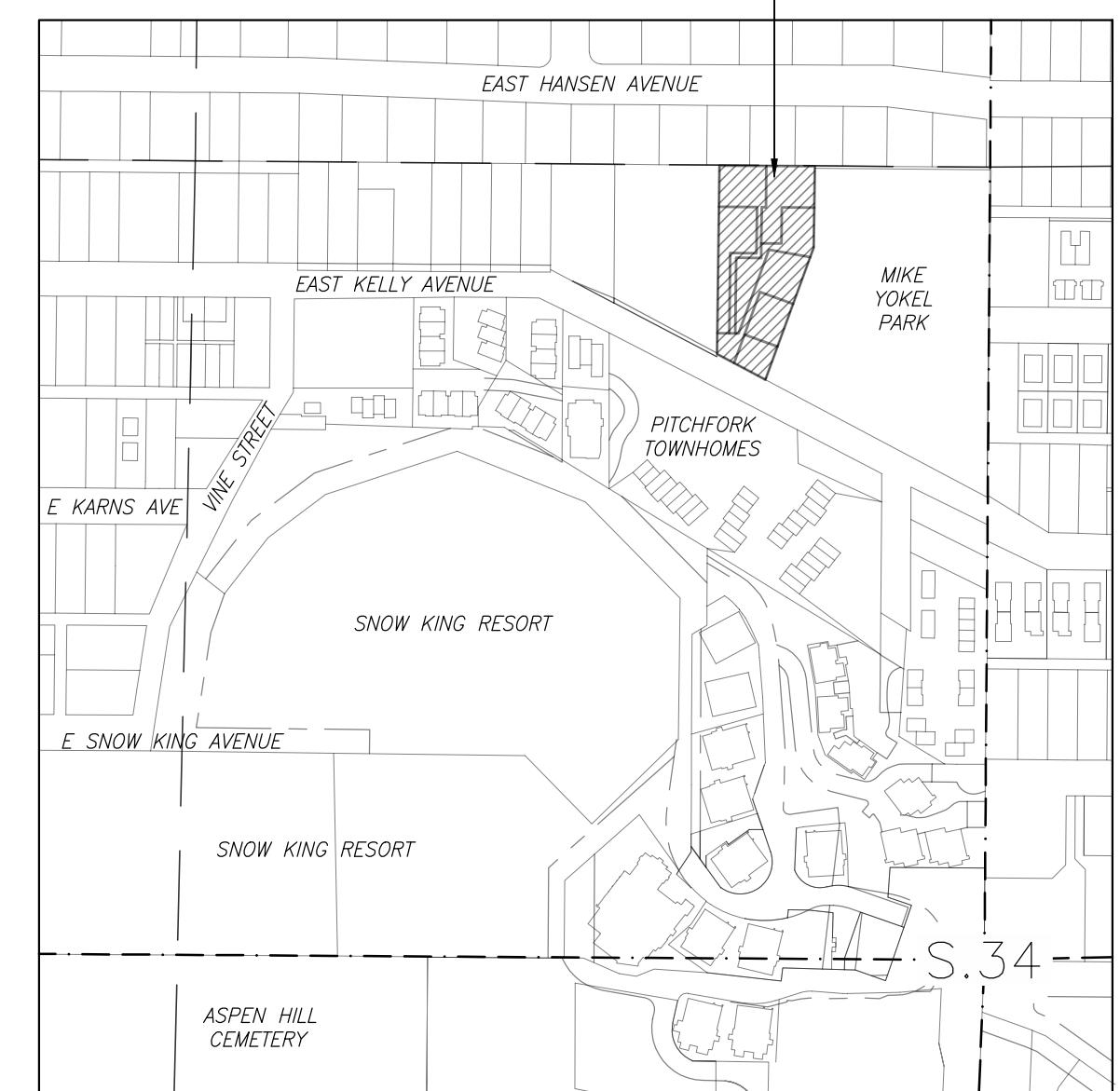
External Communications Related to the Development.

- All external communications include Habitat, Teton County, and Housing Department logos.
- When talking about costs to construct or build the development, all hard and soft costs for the entire project will be included. These include, but are not limited to: land acquisition, subdivision, horizontal infrastructure, vertical infrastructure, and landscaping.
- The development will always be characterized as a partnership between Habitat for Humanity, Teton County, and the Jackson/Teton County Housing Department.
- Funding for the development shall be described as a blend of private philanthropy, SPET funds, Housing Supply Program funds collected through housing mitigation fees, and HOME funds awarded to Habitat by the Wyoming Community Development Authority.
- Habitat and the Housing Department will collaborate on development collateral, ensuring consistent messaging.
- Key Events include, but are not limited to: groundbreaking, ribbon cutting for each phase, final ribbon cutting. Habitat and the Housing Department will collaborate to plan and execute each Key Event.

VICINITY MAP

SCALE: 1" = 300'

THIS SUBDIVISION



CERTIFICATE OF OWNERS

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

The undersigned hereby certifies that the foregoing subdivision of Lots 1-6 of the 445 East Kelly Avenue Addition to the Town of Jackson, recorded as Plat No. 1444 in the Office of the Clerk of Teton County, Wyoming, and described more particularly herein under the certificate of surveyor is with their free consent and in accordance with their desires;

that the name of this subdivision shall be the PARKSIDE AT BENSON BROWN STATION TOWNHOMES ADDITION TO THE TOWN OF JACKSON;

that this subdivision is subject to the Declaration of Covenants, Conditions and Restrictions for the PARKSIDE AT BENSON BROWN STATION TOWNHOMES ADDITION TO THE TOWN OF JACKSON recorded concurrently with this plat, and all subsequent owners within this subdivision shall be subject to said Declaration;

that Townhome Lots 101, 102, 103, 201, 202, 203, 301, 302, 303, 401, 402, 403, 501, 502, 503, 601, 602, and 603 within this subdivision are subject to those Special Restrictions for Affordable Housing to be recorded concurrently with this plat;

that this subdivision is subject to any easements, ditch setbacks, building and site development setbacks, road rights-of-way, covenants, conditions, restrictions, and reservations of site or record, including but not limited to those shown herein and delineated on said Plat No. 1444;

that Lots 400 and 500 of this subdivision are subject to that 25' Wide easement benefiting the Town of Jackson as described in Doc. No. 1051712 and shown on Plat No. 1444;

that Lots 400 and 500 of this subdivision are subject to that 25' Wide easement benefiting the Lower Valley Energy as described in Doc. No. 1051713 and shown on Plat No. 1444;

that Lots 200, 300, 400, 500, and 600 of this subdivision are subject to that common access and utility easement from East Kelly Avenue granted by Plat No. 1444;

that Common Area lots 100, 200, 300, 400, 500, and 600 shall be conveyed to the Home Owners Association by recorded deed for the use and enjoyment of said Common Area by all owners of a lot within this subdivision, excepting those portions of said Common Area lots reserved and dedicated as Limited Common Elements on this plat, and subject to those rights and restrictions set forth in the aforementioned Declaration of Covenants, Conditions and Restrictions;

that those portions of said Common Area lots shown as Limited Common Elements on this plat (denoted as LCE followed by the associated lot number) are reserved for the exclusive use and enjoyment of the owner of the associated lot, subject to any easements of sight or record and further subject to the rights of the undersigned owner, its heirs, successors, and assigns, and of the Home Owners Association and its authorized representatives, to enter said Limited Common Elements for the purpose of constructing, repairing, and maintaining utility infrastructure serving this subdivision, all as set forth in the aforementioned Declaration of Covenants, Conditions and Restrictions;

that a non-exclusive easement in, over, and across said Common Area lots is granted by virtue of this plat to all owners of a lot within this subdivision, and to their heirs, successors, and assigns for the purpose of access to and from each lot, and for any underground utilities serving lots within this subdivision.

that a non-exclusive easement in, over, and across said Common Area lots and Limited Common Elements is granted by virtue of this plat to all utility companies, their successors and assigns, working within this subdivision for the purpose of constructing, repairing, and maintaining utility infrastructure serving this subdivision;

that the undersigned owner hereby reserves unto themselves, and their heirs, successors, and assigns, the right to grant unto other parties non-exclusive easements in, over, and across the Common Areas of the foregoing subdivision for any purpose that the undersigned deems necessary, as may be amended by the terms of a third party instrument that creates such easements, provided that such future grants shall not cause unreasonable interference with the rights granted by this plat;

that the undersigned owner and undersigned ground lessee hereby reserves unto themselves, and their heirs, successors, and assigns, and are 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, landscaping, and installation of utilities, infrastructure, and roadways, and to store materials thereon, and to make such other uses thereof as may be reasonably necessary and incidental to the completion of the development of the foregoing subdivision;

that the undersigned owner here reserves unto themselves, and their heirs, successors and assigns, the right to create further easements for utility purposes within the foregoing subdivision;

that access across all roads, driveways, parking areas, and Common Areas located within this subdivision is hereby granted to emergency vehicles including police vehicles, ambulances, and fire department vehicles;

that access to this subdivision is from East Kelly Avenue.

that access to all sewer and water infrastructure within this subdivision, including pipelines, valves, meters, cleanouts, and manholes is hereby granted to the Town of Jackson by virtue of this plat;

that the undersigned owner does not warrant to any purchaser of a lot within this subdivision that they shall have any rights to the natural flow of any stream within or adjacent to the subdivision;

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

that this subdivision may be encumbered by or benefit from easements, rights-of-way, covenants, conditions, restrictions, and reservations of sight or record not limited to those shown herein;

that Lots 1-6 of the 445 East Kelly Avenue Addition to the Town of Jackson, recorded in said Office as Plat No. 1444 are hereby vacated, being reconfigured as the PARKSIDE AT BENSON BROWN STATION TOWNHOMES ADDITION TO THE TOWN OF JACKSON;

that in accordance with Section 34-12-110, Wyoming Statutes, as amended, the Teton County Clerk is kindly requested to write "vacated" across Lots 1-6 of the 445 East Kelly Avenue Addition to the Town of Jackson, recorded in said Office as Plat No. 1444.

OWNER SIGNATURE BY SEPARATE AFFIDAVIT
Teton County – Luther Probst, Teton County Commissioner

GROUND LESSEE SIGNATURE BY SEPARATE AFFIDAVIT
Teton Habitat for Humanity – Kris Greenville, Executive Director

CERTIFICATE OF SURVEYOR

State of Wyoming)) ss
County of Teton)

I, Mark Fellermann, of Jackson, Wyoming, hereby certify to the best of my knowledge and belief that this plat was prepared from the notes and data of a survey conducted by me or under my direct supervision, and from records on file with the Office of the Clerk of Teton County, Wyoming, and that it correctly represents the final plat of the PARKSIDE AT BENSON BROWN STATION TOWNHOMES ADDITION TO THE TOWN OF JACKSON, identical to Lots 1-6 of the 445 East Kelly Avenue Addition to the Town of Jackson, recorded as Plat No. 1444 in said Office, and located within the SE1/4NW1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, more particularly described as follows:

BEGINNING at a point on the northerly right-of-way line of East Kelly Avenue, as marked by a 5/8-inch diameter rebar with a 2.5-inch diameter aluminum cap inscribed "PE & LS 578", and lying N 23°36'49" W, 1118.11 feet from the C1/4 corner of said Section 34 where it is found a 2.5-inch diameter steel pipe with a 3.25-inch diameter BLM brass cap with appropriate details;

THENCE N 0°22'26" E, 315.97 feet, to a point marked by a 5/8-inch diameter rebar with a 2-inch diameter aluminum cap inscribed "PE & LS 578";

THENCE S 89°52'41" E, 159.94 feet, to a point marked by a 5/8-inch diameter rebar with a 2-inch diameter aluminum cap inscribed "PE & LS 578";

THENCE S 0°28'13" W, 136.50 feet, to a point marked by a 5/8-inch diameter rebar with a 2-inch diameter aluminum cap inscribed "PE & LS 578";

THENCE S 19°41'07" W, 235.72 feet, to a point lying on said northerly right-of-way line marked by a Mag Nail with survey washer inscribed "PLS 10052";

THENCE N 62°16'46" W, 92.04 feet, along said northerly right-of-way line to the POINT OF BEGINNING.

Said parcel encompasses an area of 1.08 acres, more or less.

The basis of bearings for this survey is S 89°52'41" E, measured between the northeast corner of Lot 400 and the northwest corner of lot 500 as shown herein.

CERTIFICATE OF APPROVAL

State of Wyoming)) ss
County of Teton)

CERTIFICATE OF APPROVAL

State of Wyoming)) ss
County of Teton)

The foregoing PARKSIDE AT BENSON BROWN STATION TOWNHOMES ADDITION TO THE TOWN OF JACKSON was approved at the regular meeting of the Jackson Town Council held this _____ day of _____, 20____, in accordance with Section 15-1-415, Wyoming Statutes, as amended, and the relevant Town of Jackson Land Development Regulations.

TOWN OF JACKSON, WYOMING by:

Hailey Morton Levinson
Mayor

Riley Taylor
Town Clerk

Paul Anthony
Planning Director

Brian Lenz
Town Engineer

ACKNOWLEDGEMENTS

The foregoing instrument was acknowledged before me by Hailey Morton Levinson (Mayor) on this _____ day of _____, 20____.

Witness my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Brian Lenz (Town Engineer) on this _____ day of _____, 20____.

Witness my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Paul Anthony (Planning Director) on this _____ day of _____, 20____.

Witness my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Riley Taylor (Town Clerk) on this _____ day of _____, 20____.

Witness my hand and official seal.

Notary Public
My commission expires:

CERTIFICATE OF ENGINEER

State of Wyoming)) ss
County of Teton)

I, Tyler Klos, hereby certify that the water distribution and sewer collection facilities designed for the foregoing subdivision is adequate and safe, and meet all Federal, State, and Town of Jackson requirements, provided said facilities are built as designed, and operated and maintained correctly.

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by Tyler Klos on this _____ day of _____, 20____.

Witness my hand and official seal.

Notary Public
My commission expires:

GENERAL NOTES

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY AND SEWAGE COLLECTION AND TREATMENT SYSTEMS.

NO PUBLIC MAINTENANCE OF SEWAGE COLLECTION SYSTEM OR STORM WATER DRAINAGE SYSTEM WITHIN THIS SUBDIVISION.

NO PUBLIC MAINTENANCE OF WATER DISTRIBUTION SYSTEM WITHIN THIS SUBDIVISION.

NO PUBLIC MAINTENANCE OF PARKING AREAS WITHIN THIS SUBDIVISION.

THIS SUBDIVISION IS WITHIN CLOSE PROXIMITY TO A LOWER VALLEY ENERGY ELECTRICAL SUBSTATION. THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO THE FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.

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

NO FAULTS EXIST WITHIN THIS SUBDIVISION PER 2019 MAP PRODUCED BY THE WYOMING STATE GEOLOGICAL SURVEY.

PETITION FOR ABANDONMENT OF ALL SURFACE WATER RIGHTS HAS BEEN SUBMITTED TO STATE BOARD OF CONTROL.

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

THIS SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER DIVISIONS, EXCEPT IN ACCORDANCE WITH AND AS PERMITTED BY THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS.

OWNER

TETON COUNTY
200 SOUTH WILLOW STREET
JACKSON, WYOMING 83001

ENGINEER

Y2 CONSULTANTS
PO BOX 2870
JACKSON, WYOMING 83001
PHONE: 307-733-2999

SURVEYOR

ENCLOSURE SURVEYING
PO BOX 4552
JACKSON, WYOMING 83001
PHONE: 307-222-4336

SUBDIVISION

NUMBER OF LOTS: 25
18 TOWNHOME LOTS
6 COMMON AREA LOTS
1 NON-HOA LOT
TOTAL PROJECT ACREAGE: 1.08 ACRES

DRAFTING

PREPARATION DATE: SEPTEMBER 20, 2023
FINAL REVISION DATE:

FINAL PLAT PARKSIDE AT BENSON BROWN STATION TOWNHOMES ADDITION TO THE TOWN OF JACKSON

Prepared for
TETON COUNTY

Being identical to

LOTS 1-6 OF PLAT NO. 1444
Located within
SE1/4NW1/4 OF SECTION 34
T. 41 N., R. 116 W., 6TH P.M.
Teton County, Wyoming

Sheet 1 of 2

**AFFIDAVIT OF
ACKNOWLEDGMENT AND ACCEPTANCE
OF PLAT OF
PARKSIDE AT BENSON-BROWN STATION TOWNHOMES
ADDITION TO THE TOWN OF JACKSON**

TO WIT:

The undersigned being first duly sworn, deposes and says:

THAT the undersigned, for and on behalf of Teton County, Wyoming, a duly organized county of the State of Wyoming, has examined a copy of that plat prepared September 20, 2023, last revised [], of Parkside at Benson-Brown Station Townhomes Addition to the Town of Jackson, identical with Lots 1-6 of the 445 East Kelly Avenue Addition to the Town of Jackson recorded as Plat No. 1444 in the Office of the Clerk of Teton County, Wyoming, and being located within the SE1/4NW1/4 of Section 34, T41N, R116W, 6th P.M., Teton County, Wyoming;

THAT said Teton County is the owner of the lands depicted on said plat of Parkside at Benson-Brown Station Townhomes Addition to the Town of Jackson and described under the Certificate of Surveyor and Certificate of Owner on said plat;

THAT the undersigned acknowledges that the subdivision of land depicted on said plat of Parkside at Benson-Brown Station Townhomes Addition to the Town of Jackson and described in said Certificate of Owner is with the free consent and in accordance with the desires of said Teton County; and

THAT the undersigned intends that his signature to and the recording of this Affidavit in the Office of the Clerk of Teton County, Wyoming shall have the same force and effect as his signature to the Certificate of Owner as contained on said plat.

**TETON COUNTY,
a duly organized county of the State of Wyoming**

Luther Propst
Teton County Commissioner

Date

ATTEST:

Maureen E. Murphy, Teton County Clerk

STATE OF WYOMING)

COUNTY OF TETON)

The foregoing Affidavit was acknowledged before me by Luther Propst of the Board of County Commissioners of Teton County, a duly organized county of the State of Wyoming, and Maureen E. Murphy as County Clerk for Teton County, a duly organized county of the State of Wyoming, who are each personally known to me or have each established their identity and authority to be by reasonable proof, this _____ day of _____, 2023.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

**AFFIDAVIT OF
ACKNOWLEDGMENT AND ACCEPTANCE
OF PLAT OF
PARKSIDE AT BENSON-BROWN STATION TOWNHOMES
ADDITION TO THE TOWN OF JACKSON**

TO WIT:

The undersigned being first duly sworn, deposes and says:

THAT the undersigned, for and on behalf of Habitat for Humanity of the Greater Teton Area, Inc., a Wyoming nonprofit corporation ("Habitat"), has examined a copy of that plat prepared September 20, 2023, last revised [__], of Parkside at Benson-Brown Station Townhomes Addition to the Town of Jackson, identical with Lots 1-6 of the 445 East Kelly Avenue Addition to the Town of Jackson recorded as Plat No. 1444 in the Office of the Clerk of Teton County, Wyoming, and being located within the SE1/4NW1/4 of Section 34, T41N, R116W, 6th P.M., Teton County, Wyoming;

THAT said Habitat is the Ground Lessee of the lands depicted on said plat of Parkside at Benson-Brown Station Townhomes Addition to the Town of Jackson and described under the Certificate of Surveyor and Certificate of Owner on said plat under that Master Ground Lease recorded in the Office of the Teton County Clerk on January 10, 2023 as Document Number 1052523;

THAT the undersigned acknowledges that the subdivision of land depicted on said plat of Parkside at Benson-Brown Station Townhomes Addition to the Town of Jackson and described in said Certificate of Owner is with the free consent and in accordance with the desires of Habitat; and

THAT the undersigned intends that his signature to and the recording of this Affidavit in the Office of the Clerk of Teton County, Wyoming shall have the same force and effect as his signature to the Certificate of Ground Lessee as contained on said plat.

HABITAT FOR HUMANITY OF THE GREATER TETON AREA, a Wyoming nonprofit corporation

Kris Greenville **Date**
Executive Director
Habitat for Humanity of the Greater Teton Area

State of Wyoming)
) ss
County of Teton)

On this _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared Kris Greenville, to me personally known, who, being by me duly sworn, did say that he is the Executive Director of Habitat For Humanity of the Greater Teton Area, Inc., a Wyoming nonprofit corporation and that instrument was signed and sealed on behalf of said corporation, and said Board President acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

**TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 7.5.2 - PARK EXACCTIONS
DATE: 9/8/2023**

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: 445 East Kelly/Habitat Parkside Project
2. LOCATION: 445 E. Kelly Ave.
3. PROJECT NUMBER: TBD
4. CALCULATE PROPOSED PROJECT POPULATION:

<u>UNIT TYPE</u>	<u># OF UNITS</u>	<u>X</u>	<u>PERSONS HOUSED PER UNIT</u>	<u>PROJECTED POPULATION</u>
STUDIO	_____		1.25	_____
1 BEDROOM	_____		1.75	_____
2 BEDROOM	<u>12</u>		2.25	<u>27</u>
3 BEDROOM	<u>6</u>		3.00	<u>18</u>
4 BEDROOM	_____		3.75	_____
5 BEDROOM	_____		4.50	_____
EACH ADDITIONAL BEDROOM	_____		0.50	_____
DORMITORY	_____		1 per 150 sf of net habitable area	_____
TOTAL				<u>45</u>

5. CALCULATE REQUIRED PARK ACREAGE:

$$\underline{45} \text{ TOTAL PROJECTED POPULATION} \times \underline{9 \text{ ACRES}} = \underline{.405} \text{ REQUIRED ACRES}$$

1000 RESIDENTS

6. CALCULATE CASH-IN-LIEU:

$$\underline{.405} \text{ REQUIRED ACRES} \times \underline{\$100,000} = \underline{\$40,500} \text{ CASH-IN-LIEU}$$

(VALUE OF LAND)

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

**Declaration of Covenants, Conditions and Restrictions
for
PARKSIDE AT BENSON-BROWN STATION TOWNHOMES ADDITION TO THE TOWN OF JACKSON**

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PARKSIDE AT BENSON-BROWN STATION TOWNHOMES ADDITION TO THE TOWN OF JACKSON ("Declaration") is made this _____ day of _____, 2023, by Teton County, Wyoming, a duly organized county of the State of Wyoming ("Owner") and Habitat for Humanity of the Greater Teton Area, Inc., a Wyoming nonprofit corporation ("Declarant").

ARTICLE I: INTRODUCTION TO THE COMMUNITY; PURPOSE AND INTENT; BINDING EFFECT

1.1 Property. Owner is the fee simple owner of certain real property located in Teton County, Wyoming, and more particularly described as follows (the "Property"):

Lots _____ of the Parkside at Benson-Brown Station Townhomes Addition to the Town of Jackson recorded in the Office of the Teton County, Wyoming Clerk on _____, 2023 as Plat No. _____.

Lot 99 is shown on the Plat but is not subject to or governed by this Declaration, nor is the Owner of Lot 99 a Member of the Association in any respect.

Owner and Declarant are the developers of the Parkside at Benson-Brown Station Townhomes Addition to the Town of Jackson. Owner and Declarant have established this Declaration to provide a governance structure and a flexible system of standards and procedures for the overall development, administration, maintenance, and preservation of the Parkside at Benson-Brown Station Townhomes Addition to the Town of Jackson community ("Project") as a master planned residential community. Owner shall retain ownership of the Property but has conveyed to Habitat a leasehold interest in the Property pursuant to a 99-year Ground Lease recorded in the Office of the Teton County, Wyoming Clerk on January 10, 2023 as Document No. 1052523 ("Ground Lease"), as it may be amended. Pursuant to said Ground Lease and the Development Agreement between Declarant and Owner recorded on January 10, 2023 as Document Number 1052522 ("Development Agreement"), as it may be amended, Habitat owns or will own, as they are constructed, all improvements upon the Townhome Lots. Once Units are completed, Habitat will enter into subleases for the Townhome Lots with Homeowners and convey the improvements on said Townhome Lots (the Units, as defined below) to the Homeowners via a conveyance deed.

1.2 Binding Effect. The Property shall be owned, conveyed, and used subject to all provisions of this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all Persons having any right, title or interest in any portion of the Property, their heirs, successors, successors-in-title, and assigns.

1.3 Governing Documents. The Governing Documents create a general plan of development, administration, maintenance and preservation for the Property and may be amended and supplemented as set forth herein. In the event of a conflict between or among the Governing Documents, this Declaration shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Property from containing additional restrictions or

provisions that are more restrictive than the provisions of this Declaration. All provisions of the Governing Documents shall apply to all Lot owners and Homeowners as well as their respective family members, tenants, guests, and invitees.

1.4 Notice to Homeowners of Construction Activity. By taking title to a Unit, all Homeowners are put on notice that the Property, or portions thereof, will be under construction during the Declarant Control Period. Homeowners understand that adjacent units, the Common Elements, including Common Area Lots, and other portions of the Property may still be under construction when the Homeowners purchase their Unit(s). Homeowners, for themselves and for their guests, invitees or other occupants of their Unit, understand that construction sites are dangerous and entry thereon may result in injury to persons or property and/or death. Therefore, Homeowners, for themselves and for their guests, invitees or other occupants of their Unit, agree not to enter any construction areas whether or not such areas are delineated by construction fencing without the express prior permission of Declarant, which may be withheld in Declarant's sole discretion. Homeowners, for themselves and for their guests, invitees or other occupants of their Unit, hereby assume all risks of personal injury and damage arising from any unauthorized construction area/site entry, and further agree to indemnify, defend and hold Owner, Declarant, and their directors, officers, employees, agents, contractors, sub-contractors, successors and assigns, harmless for any claims, damages, actions, liabilities, injuries, or deaths sustained by Homeowners or their guests, invitees or other occupants of their Unit(s) while present in a construction area, excepting claims caused by Owner's or Declarant's gross negligence or willful misconduct.

Homeowners acknowledge that as of the date they purchase their Unit(s), the construction of planned Common Elements, including infrastructure on Common Area Lots, may not be completed, and certain rights incident to ownership of a Unit, including without limitation the right to enjoy and use certain Common Areas and Common Elements, may be constrained until construction of the Project is completed, which is anticipated to be at the expiration of the Declarant Control Period. Each Homeowner hereby waives and releases the Owner and Declarant from all actions and liabilities arising from constraints on a Homeowner's full use and enjoyment of the Common Areas and Common Elements appurtenant to a Homeowner's ownership of a Unit during ongoing construction of the Project and/or during the Declarant Control Period, specifically including any claims related to the inconveniences, disruptions, noises or vibrations caused by Declarant's or Owner's construction activities.

ARTICLE II—DEFINITIONS

2.1 Association. The Parkside at Benson-Brown Station Homeowners Association, a Wyoming nonprofit corporation, its successors or assigns.

2.2 Base Assessment. Assessments levied on all Units subject to assessment to fund Common Expenses.

2.3 Board of Directors or Board. The body responsible to the membership of the Association for operations of the Association and enforcement of the terms and conditions of this Declaration, as it may be amended.

2.4 Common Area Lots. Lots Number 100, 200, 300, 400, 500 and 600 as shown on the Plat.

2.5 **Common Elements**. The “Common Elements” shall include “General Common Elements” and the “Limited Common Elements”, or a portion thereof, as the context requires.

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

2.7 **Declarant**. Habitat for Humanity of the Greater Teton Area, Inc., or any successor or assign who takes title to any portion of the Property for the purpose of development of the Project and/or sale of the Units and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant. The Declarant shall have the power to exercise all rights set forth in this Declaration until expiration of the Declarant Control Period.

2.8 **Declarant Control Period**. All of the Declarant’s rights granted until this Declaration shall remain in full force and effect until the earlier to occur of: (i) all Units within the Project are sold by Declarant to Owners (other than Declarant) or (ii) December 31, 2026. At the expiration of the Declarant Control Period, all powers, rights and responsibilities of Declarant set forth in the Governing Documents shall be automatically terminated, relinquished, assigned and shall vest in the Association as set forth herein. The Board or Declarant is authorized to record an affidavit confirming expiration of the Declarant Control Period in the Office of the Teton County, Wyoming Clerk.

2.9 **General Common Elements**. The entire Property excepting all Units and the Limited Common Elements, as designated on the Plat or provided herein. Common Area Lots are part of the General Common Elements. General Common Elements may be referred to herein and, on the Plat, as “General Common Element” or “GCE”.

2.10 **Governing Documents**. A collective term referring to this Declaration, and any amendments or supplements thereto, the Bylaws, the Articles of Incorporation for the Association, any Design Guidelines, and any Rules and Regulations, as they may be amended.

2.11 **Ground Sublease**. The ground lease between Declarant, or its successors or assigns, and a Homeowner whereupon a Homeowner is entitled to occupy and possess a Lot.

2.12 **Homeowner**. One or more Persons who hold the following two real property interests with respect to the same Lot: (i) a recorded leasehold interest in the Townhome Lot; and (ii) a recorded fee title interest to the Unit affixed to and situated upon such Townhome Lot. The definition of “Homeowner” specifically excludes any party holding an interest merely as security for the performance of an obligation.

2.13 **Limited Common Elements**. Those portions of the Common Elements as defined herein for the exclusive use of one or more but fewer than all of the Units. Further, Limited Common Elements includes any items specifically shown as such on the Plat. Limited Common Elements may be referred to herein and/or on the Plat as “Limited Common Elements” or “LCE”.

2.14 **Limited Common Elements—Parking**. Those Limited Common Elements for the exclusive use of Units for parking as designated herein and/or on the Plat and/or in one or more separately recorded instruments. Limited Common Elements-Parking may also be referred to herein and on the Plat as “Limited Common Element—Parking”, “LCE-Parking”, or “LCE-P”.

2.15 **Limited Common Elements—Deck.** Those Limited Common Elements for the exclusive use of a Unit for a deck as designated herein and/or as designated on the Plat and/or in one or more separately recorded instruments. Limited Common Elements-Deck may also be referred to herein and on the Plat as "Limited Common Elements-Deck", "LCE-Deck", or "LCE-D".

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

2.17 **Member.** Members of the Association shall be the Homeowners.

2.18 **Mortgage.** A mortgage, deed to secure debt, or any other form of security instrument affecting title to any Unit or all or any portion of the Property. "Mortgagee" shall refer to a beneficiary of a deed of trust or holder of a Mortgage.

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

2.20 **Plat or Condominium Plat.** Plat # _____ recorded on _____, 2023 in the Office of the Teton County, Wyoming Clerk, consisting of a plat of the Property.

2.21 **Rules and Regulations.** The rules and regulations adopted by the Board pursuant to this Declaration.

2.22 **Special Assessment.** Assessments levied in accordance with Section 7.5.

2.23 **Specific Assessment.** Assessments levied in accordance with Section 7.6.

2.24 **Townhome Lot.** Lot Numbers _____, as shown on the Plat, which are: (i) owned by Owner, (ii) leased by Owner to Declarant pursuant to the Ground Lease, as it may be amended, and (iii) subleased by Declarant to a Homeowner pursuant to a Ground Sublease. The term "Townhome Lot" shall specifically exclude: (i) any Unit situated upon and affixed to a Townhome Lot; (ii) any Common Area Lot; (iii) GCE or LCE; and (iv) Lot 99.

2.25 **Unit.** The building improvements affixed to and situated upon a Townhome Lot within the Property which shall be sold separately from the Townhome Lot and shall be owned in fee simple by the Homeowner. Each Unit's vertical perimeter boundary on the party wall located between two Units extends to the middle of the party wall through the foundation and roof. The foundation, basement and front porches of each Unit are included within the parameters of the Unit and are part of the Homeownership of the Unit.

Article III—Use and Conduct; Property Rights

3.1 **Framework for Regulation.** The Governing Documents establish, as part of the general plan of development for the Property, a framework of affirmative and negative covenants, easements and restrictions that govern the Property and the Units. 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

Homeowners. To that end, the Board has the authority to adopt Rules and Regulations for the use of the Property and any Unit thereon.

3.2 Owners' Acknowledgment and Notice to Purchaser. All Homeowners are given notice that their ownership in the Unit is subject to a Ground Sublease and Special Restrictions for Affordable Housing that each contain limitations and restrictions on the occupancy, use and transfer of the Unit, it being the express intent of Owner and Declarant that the Property remain a permanently affordable residential neighborhood for income-qualified individuals in the future. All Homeowners are given notice that use of their Unit and the Property may be limited by Rules and Regulations as they may be amended, expanded, and otherwise modified hereunder. Each Homeowner, by acceptance of a deed for their Unit, acknowledges that the use and enjoyment and marketability of his or her Unit can be affected by this Declaration and the other Governing Documents and that the Governing Documents 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 of Teton County, Wyoming. Copies of the current 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.

3.3 Rulemaking Authority.

(a) 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 adopt, modify, cancel, limit, create exceptions to or expand Rules and Regulations. The Board shall give notice to all Homeowners, Owner, Declarant and the Jackson/Teton County Affordable Housing Department ("Housing Department") concerning any proposed action at least 10 business days prior to the meeting at which such action is to be considered. Members, Owner, Declarant and the Housing Department shall have a reasonable opportunity to be heard at such meeting prior to such action being taken. Such action shall become effective after compliance with this Section if (i) approved at a meeting of the Members by more than 50% of the total votes entitled to vote on the matter; (ii) approved by Owner; and (ii) approved by Declarant prior to expiration of the Declarant Control Period.

(b) At least 30 days prior to the effective date of any action taken under subsection (a) of this Section, the Board shall send a copy of the new rule or explanation of any changes to the Rules and Regulations to Owner and Declarant (prior to expiration of Declarant Control Period) specifying the effective date.

(c) At least 30 days prior to the effective date of any action taken under subsection (a) of this Section, the Board shall send a copy of the new rule or explanation of any changes to the Rules and Regulations to each Homeowner specifying the effective date. Upon request, the Association shall provide, without cost, a copy of the Rules and Regulations then in effect to any Homeowner, Mortgagee, Owner or Declarant.

3.4 Limitation on Rule Making Authority/Protection of Homeowners and Others. No rule shall be adopted in violation of the following provisions, some of which define permitted or prohibited uses, except as may be specifically set forth in this Declaration, as it may be amended.

(a) **Equal Treatment.** Similarly situated Homeowners shall be treated similarly by the Board and the Association.

(c) **Household Composition.** No rule shall interfere with the freedom of Homeowners to determine the composition of their households; provided, however, that the occupancy of each Unit shall be in accordance with all applicable covenants, rules, laws, codes, leases and regulations applicable to the Property.

(d) **Activities within Dwellings.** No rule shall interfere with the activities carried on within the confines of the Units, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Homeowners, that create a danger to the health and safety of occupants of other Units, that generate excessive noise, traffic or parking, that create unsightly conditions visible outside the Unit, or that create an unreasonable source of annoyance or regular foot traffic through the Property.

(e) **Insurance Rates.** Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Townhome Lot or Common Area Lot, or any of the improvements located thereon, 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 to the detriment of any Homeowner over that Homeowner's objection expressed in writing to the Association. This provision does not affect the right of the Association to increase the amount of assessments or to levy Specific or Special Assessments as provided herein.

The limitations in subsections (a) through (f) of this Section shall only limit rulemaking authority exercised under this Section. The limitations in this Section shall not apply to amendments to this Declaration adopted in accordance with the procedures and provisions contained herein.

3.5 Single-Family Residential Use. The Units shall be used only for single-family, Homeowner-occupied, residential use along with incidental activities related to residential use as are similarly permitted.

3.6 Property and Units. Subject to the limitations contained in this Declaration, each Homeowner shall have a non-exclusive right to use, access and enjoy the General Common Elements, including Common Area Lots, shown on the Plat and/or described herein, and shall have the right to use and access any Limited Common Elements appurtenant to its specific Unit or Townhome Lot upon which such Unit is located, as designated on the Plat and/or herein, or elsewhere in the Governing Documents, and subject to the Association's rule making authority and easement rights for maintenance, repair and replacement as described elsewhere herein. Such rights of the Homeowner described herein shall be appurtenant to and pass with the title to each Unit. The rights granted in this section to the Homeowner shall also extend to a Homeowner's permitted tenants, licensees, guests and invitees.

Declarant, during the Declarant Control Period, and the Owner shall also have a non-exclusive right to access the General Common Elements, including Common Area Lots, and Limited Common Elements as necessary or advisable to carry out their rights and obligations under the Governing Documents and any other applicable covenants, leases or instruments.

3.7 Prohibited Uses. The following uses are prohibited on the Property:

(a) Dredging, mining, excavation or the exploration for, extraction or processing of oil and gas or minerals, or the removal or processing of rock, sand and gravel.

(b) Off-road use of vehicles and off-trail use of any form of motorized transportation, except for the use of vehicles to respond to emergencies or for construction related to completion of the Project by Declarant.

(c) The outdoor storage of recreational vehicles or equipment (including without limitation boats, campers, and motor homes), and the dumping or storing of ashes, trash, garbage, junk, or other unsightly or offensive materials on the Property. This provision shall not apply to Declarant during the Declarant Control Period.

(d) The storage of garbage except in designated trash enclosures within the General Common Element. No garbage or other materials shall be set out in such a manner to allow persons, vehicles, animals or weather to scatter such garbage or other materials on the Property.

(e) No hot tubs are permitted on LCE-Decks or on Common Area Lots.

(f) No discharge of firearms shall be permitted on any portion of the Property. No discharge of firecrackers and other fireworks shall be permitted on any portion of the Property; provided, however, the Board shall have no obligation to take action to prevent or stop such discharge.

(g) No exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device shall be permitted outside any Unit or be installed or erected by or at the direction of a Homeowner. The Association may install one or more exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device for each building on the Property.

(h) The following items are prohibited from being attached, stored and/or erected in any manner by a Homeowner on or within the Common Elements or Common Area Lots: bicycles or other recreational devices including, but not limited to, kayaks, ski equipment, play equipment, toys, strollers, car seats, sunshades, trash containers or receptacles, paint, highly flammable materials, food products and any other items that attract vermin or which produce an odor.

(i) Nonresidential uses except for home occupations uses permitted by applicable zoning and land use regulations.

3.8 Unsightliness; Refuse. Homeowners must keep their Units and those Limited Common Elements which are designated for their exclusive use, including LCE-Decks, in a good, clean, safe and sanitary condition. Homeowners shall promptly notify the Association of any need for maintenance, repair or replacement of the Common Elements or Common Area Lots, or any portion thereof.

3.9 Parking

(a) Parking spaces, including spaces equipped with electric vehicle charging stations, shall be a Limited Common Element (LCE-Parking) and shall be available to homeowners on a first-come, first-served basis. An illustration of parking is attached hereto as **Exhibit A**. Homeowner parking may be modified by a majority vote of the Board so long as such modifications do not materially adversely affect the rights of other Homeowners, and any such modifications shall be recorded in the Teton County Clerk records. All vehicles utilizing parking spaces on the Property must fit within the designated parking space and not extend beyond its boundaries. The Board may establish rules for the use of the parking spaces.

Notwithstanding the foregoing, during the Declarant Control Period, Declarant may utilize, for any purpose, the number of LCE-Parking spaces equivalent to the number of Units which have not yet been conveyed to Homeowners.

(b) No boats, trailers, buses, campers, snowmobiles, ATVs, golf carts, or inoperable or abandoned vehicles ("Prohibited Vehicles") shall be parked or stored in or upon the Common Elements, and no vehicle of any kind shall be maintained, repaired, repainted serviced or rebuilt on any Townhome Lot, the Common Elements or Common Area Lots. If the Board determines that an Owner or Occupant has violated this section, the Board shall deliver notice to the vehicle owner (if such owner can reasonably be ascertained) or place notice in a conspicuous place on the vehicle (if the owner cannot be ascertained), and if the offending vehicle or piece of equipment is not removed within 48 hours, the Board shall have the right to cause the vehicle to be removed or stored, at the sole expense of the owner of the vehicle or the Homeowner of the Unit if it is determined the Homeowner allowed such vehicle to remain in the parking space, all without liability on the part of the Board. 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. Nothing in this Section 3.8(b) shall limit or prohibit Declarant from utilizing any of the Common Elements or Common Area Lots as necessary to complete construction of the Units during the Declarant Control Period.

3.10 Signs. No signs whatsoever, including, but without limitation, commercial, political, religious, holiday and similar, visible from neighboring Units, shall be erected or maintained upon any portion of the Property, except: (1) Standardized unit number signs may be installed by Declarant or the Association outside the entrance of each Unit; (2) one "For Sale" sign of reasonable proportions for any Unit up for sale; and (3) one Project sign if desired by Declarant and/or the Association.

The Association or its designee shall have the right to enter a Unit, Townhome Lot, Common Elements or any other portion of the Property and remove any sign in violation of this Section and such action shall not be deemed a trespass. The Board shall not be responsible for any damage done to a Unit, Townhome Lot, or Common Elements 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 Homeowner. This Section (Signs) shall not apply to Declarant during the Declarant Control Period.

3.11 Nuisance. No noxious or offensive activity shall be carried on upon the Property or in or upon any Unit, 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 Property and Units, shall be placed or used upon any Unit. Any construction, work or other activities performed by Declarant to complete the Project shall not be deemed a nuisance, and Homeowners hereby waive and release Declarant and Owner from any claims related to the inconveniences, disruptions, noises or vibrations caused by Declarant's or Owner's construction activities during the Declarant Control Period.

3.12 Storage of Firewood; Exterior Fires. The cutting and storage of firewood and flammable materials by a Homeowner is prohibited on the Property. Exterior fires are prohibited on the Property, including charcoal grills, outdoor chimneys (or chimeneas), wood or similar cooking smokers, or fire pits. The burning of trash, organic matter or miscellaneous debris shall be prohibited on the Property. Propane-powered grills are allowed but must be kept under a grill cover when not in use.

3.13 Outdoor Lighting. No additional outdoor lighting fixtures shall be allowed without Board approval and even then, shall not cause a nuisance to any adjacent Units. All interior lights shall be designed to avoid emission of glare or unreasonable brightness from any window, door, or other opening in a Unit.

3.14 Mortgage. Each Homeowner shall have the right to mortgage or otherwise encumber his Unit, however, no Homeowner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Elements or any part thereof. Any mortgage or other encumbrance of a Unit shall be subordinate to this Declaration, and in the event of foreclosure, the provisions of this Declaration shall be binding upon any Homeowner whose title is derived through the foreclosure, whether it be by private power of sale, judicial foreclosure or otherwise.

3.15 Subdivision and Inseparability. No Unit may be subdivided or partitioned into two or more Units. All rights appurtenant to Unit ownership are inseparable and pass with title to each Unit.

3.16 Domestic Animals. Each Unit shall be entitled to maximum of one (1) dog and one other Household Pet (the term Household Pet means generally recognized Household Pets other than a dog, such as cats, fish, birds, rodents, and non-poisonous reptiles), except that only one (1) of the Household Pets may be a dog and so long as such pets are not kept for any commercial purpose, do not cause an unreasonable amount of noise, odor, or do not otherwise become a nuisance to other Unit Homeowners. All Homeowners with permitted pets shall keep the animals restrained and controlled at all times so they do not cause a nuisance to others and do not harass or endanger others. For the purposes of this Section, "nuisance" means any noisy animal, any vicious animal, or any animal which chews, tears, digs in or scratches, litters, soils, destroys or in any manner injures clothing, garbage containers, gardens, lawns, trees, shrubbery or any other property within the Property, or harms any persons while on the Property. Excessive or continued barking, chasing persons or vehicles, attacks on other animals, trespassing upon private property shall be deemed a Nuisance. No Homeowner or occupant of a Unit shall, or anyone working at or on the Property, shall allow any animals or pets to run free. Moreover, no pet or animal shall be restrained by leash, cord, chain, rope or other attachment fixed to any vehicle, post, tree or other structure or object within the Property. Contractors, subcontractors and any other person providing services to a Unit may not bring pets on the Property.

Food for pets shall be stored in a secure area that cannot be accessed by wildlife.

The Homeowner of a Unit where a pet is kept, as well as the legal owner of a pet (if not such Homeowner), shall be jointly and severally liable for any damage and destruction caused by the pet, and for all clean-up necessitated by such pet.

The Board shall have, and is hereby given, the right and authority to determine in its sole discretion that pets within the Property are being kept for commercial purposes, or are otherwise a nuisance to other Unit Homeowners, or that a Homeowner is otherwise in violation of this Section, and to take any action it deems necessary to remedy the violation. If any pets are caught or identified chasing or harassing wildlife or people, or are deemed to constitute a Nuisance, the Association shall have the authority to penalize the owner of such animal not more than \$100.00 for a first offense, and \$200.00 for a second offense. The Association has the authority to impound the animal after a third offense and ban that animal from the Property, and the owner of such impounded animal shall be solely responsible for all impoundment costs and waives all recourse against the Association, Board, Owner and Declarant.

3.17 Homeowner's Rights with Respect to Interiors; Porches. Except as otherwise provided in this Declaration, any Governing Documents, or the Ground Sublease, each Homeowner shall have the right to

paint, repaint, tile, carpet, or otherwise maintain, repair, replace and decorate the interior of their Unit, and clean the exterior and interior surfaces of the windows. Each Homeowner is also responsible for maintaining the exterior porches within its Unit in a neat and tidy condition and may not store any hazardous or unsightly materials on the exterior porches within the Unit.

3.18 No Development. No structure or improvement of any kind shall be placed, erected, or installed upon any Townhome Lot or the Common Elements, and no improvements (including staking, clearing, excavation, grading or other site work, exterior alterations to the Units, and planting or removal of landscaping) shall take place, except in compliance with this Declaration, the Governing Documents, Ground Sublease and Town of Jackson Land Development Regulations then in effect. This Section (No Development) shall not apply to Declarant during the Declarant Control Period.

Article IV – Homeowner Maintenance/Homeowner Insurance

4.1 Homeowner Maintenance Responsibilities. Each Homeowner shall maintain their Unit, the Townhome Lot upon which its Unit is located, and all improvements thereon, including without limitation all interiors, glass, appliances, equipment, porches, heating and cooling systems, utilities, and any landscaping in a manner consistent with the Governing Documents, Ground Sublease, this Declaration, and all applicable covenants, rules, regulations and laws applicable to the Units and/or Townhome Lots, and in a manner that meets or exceeds the construction standard set by Declarant in the original construction of the Units. Each Homeowner shall also maintain the LCE-Deck appurtenant to its Townhome Lot and/or Unit in a clean, safe and sanitary condition in a manner consistent with all applicable covenants, rules, regulations and laws applicable to the Units and/or Townhome Lots, and in a manner that meets or exceeds the construction standard set by Declarant in the original construction of the Units.

If any Homeowner fails to maintain, repair and/or replace items that it is obligated to maintain, repair and replace, Declarant (during the Declarant Control Period) or the Association shall be authorized, after providing 14 days prior notice to the Homeowner of such failure, to enter upon the Townhome Lot, Unit, or Common Area Lot to cure such failure and to assess all costs incurred against the Unit and Homeowner as a Specific Assessment. Homeowners shall be responsible for and shall be obligated to maintain and repair any structures or improvements added by such Homeowner, as well as glass surfaces.

4.2 Homeowner Insurance. Each Homeowner is responsible for insuring his or her personal property located within the Project. Nothing herein shall preclude any Homeowner from carrying general liability insurance as he or she may deem reasonable, however, such insurance coverage may not adversely affect or diminish any coverage under any of the Association's insurance policies. Any minimum dollar amount limitations provided in such policies should be increased from time to time to account for increases in the costs of replacement or increases in the perceived levels of liability.

Article V – Association; Membership and Voting Rights

5.1 Function of the Association. The Association shall be the entity responsible for management, maintenance, operation and control of the homeowner's association created herein. 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.

5.2 **Membership.** Every Homeowner 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. Membership shall be appurtenant to, and may not be separated from, Unit ownership. There shall only be one membership per Unit, and such membership in the Association shall be effective upon recordation of a deed conveying title to the Unit to the Homeowner. When more than one person or entity holds an interest in a Unit, all such persons or entities shall share the privileges of such membership; however, the vote for such a Unit shall be exercised collectively as those Members determine among themselves. The membership rights of a Homeowner 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 Homeowner in a written instrument provided to the Secretary of the Association except where such privileges may be restricted by the Rules and Regulations.

5.3 **Voting.** The Association shall have one class of membership. Each Member shall have one equal vote for each Unit in which they hold the interest required for membership under this Declaration. All votes of the Members shall take place at an annual or special meeting of the Members or via written ballot. A Member may vote by proxy so long as notice of such proxy designation has been received by the Association. Voting rights as to each Unit shall vest upon transfer of a deed of conveyance of a Unit to a Homeowner.

5.4. **Notice of Meetings.** All Members shall be sent notice of meetings (except emergency meetings) at least 10 days in advance of the meeting.

5.5 **Quorum; Member Action.** Unless otherwise set forth herein, all Member action taken under this Declaration shall be taken in the following manner: a quorum of the Members shall be present at a meeting of the Members and/or in the case of a ballot vote, a quorum of the Members shall have timely submitted a completed ballot. If the required quorum is not present at a meeting, another meeting may be called and the required quorum at the subsequent meeting shall be reduced as specified in the Bylaws. If a quorum is obtained, the Members may take action by a vote of the Members holding a majority of the voting percentages in the quorum.

5.6 **Suspension of the Right to Vote.** If any Member violates any of the provisions of this Declaration, the Bylaws or the Rules and Regulations of the Association, or any other Governing Documents, the rights and privileges of such Homeowner, including but not limited to the right to vote, may be suspended by the Board after notice and opportunity to be heard at a meeting of the Board.

Article VI-Association Management; Powers and Responsibilities of the Board; Maintenance

6.1 **Board of Directors.** The affairs of the Association shall be managed by a Board of Directors, which shall be comprised of 3 Persons. Until expiration of the Declarant Control Period, Declarant shall have the right to appoint 2 of the 3 Board members and the Homeowners shall elect the remaining Board member. The 2 Board members appointed by Declarant do not need to be Members of the Association or Homeowners, but the third Board member elected by the Homeowners during the Declarant Control Period shall be a Member of the Association. Within 60 days of the expiration of the Declarant Control Period, the Association shall hold a meeting to elect new Board members. Board members elected or appointed to the Board after expiration of the Declarant Control Period shall be Members of the Association.

(a) A Director who sells his Unit shall be automatically removed from the Board. In such a case, the Members shall have the right to elect a replacement Director at a special or annual meeting of the Association.

(b) Other than the 2 Directors appointed by the Declarant during the Declarant Control Period, Directors may be removed by the affirmative vote of 60% of the Members. A Board Member may not participate in such vote and the voting percentages shall be adjusted to account for the suspension of such vote.

6.2 Power of the Board. The Board shall have the powers enumerated in this Declaration, the Bylaws, and those otherwise provided to boards of directors for nonprofit corporations by the laws of the State of Wyoming. The Board shall have the full power and authority to manage the business and affairs of the Association, and to enforce the provisions of the Governing Documents.

6.3 Responsibilities of the Board. The Board shall maintain and operate the General Common Elements, including the Common Area Lots, and LCE-Parking, for the benefit of the Homeowners and administer all aspects of the business of the Association. The Board may hire or otherwise engage a third party to manage its affairs or any part thereof, as it deems advisable for the operation of the Property. The Board may acquire, hold and dispose of tangible and intangible personal property, and the Board shall hold, manage, maintain and preserve the General Common Elements and such other areas designated in this Declaration. The costs of such management, control, maintenance and repair by the Board shall be paid by the members of the Association as assessments as detailed herein.

6.4 Maintenance Responsibilities.

(a) **Common Elements.** The Association shall maintain the General Common Elements and LCE-Parking. The costs associated with the maintenance, repair and replacement of the General Common Elements shall be a Common Expense; provided the Association may seek reimbursement from the Homeowner(s) of, or other Person responsible for, certain portions of the General Common Elements pursuant to this Declaration, other recorded covenants or agreements with the Homeowners thereof. Staining and structural repair and replacement of Limited Common Elements-Decks shall be the responsibility of the Association and the costs of such staining, repair and replacement shall be included in the Common Expenses, Limited Common Expenses or as a Specific Assessment, as applicable. For the sake of clarity, Each Homeowner is responsible for the routine maintenance of any LCE-Deck appurtenant to its Unit or its Townhome Lot.

The Association may adopt rules regarding parking, garages, trash and recycling pickup, snow removal, landscaping and other matters relevant to maintaining the Property in a clean, safe and orderly manner. If it is determined by the Board that a Homeowner, through its act or omission damaged an element for which the Association would normally be responsible, that Homeowner shall be assessed for the cost of repair, maintenance and replacement arising from their act or omission through a Specific Assessment. The Declarant and the Association shall have all easements and rights, including rights of ingress and egress, necessary to carry out its responsibilities hereunder.

(b) **Units.** The Association shall, for the purpose of maintaining the appearance of building improvements, provide maintenance upon the exterior of each Unit located upon a Lot, including but not limited to: paint, repair, replace and care for roofs and exterior building surfaces, exterior doors, foundations, decks and walkways; provided, however, that the Association shall not be required to provide any maintenance to structures added by the Homeowner. Such exterior maintenance shall not include the maintenance, repair or replacement of glass surfaces, however, such glass shall be maintained, repaired and replaced by the Homeowners consistent with glass and exterior doors in other Units. Homeowners shall be assessed for the costs of such maintenance pursuant to Section 7 below.

(c) **Utilities.** Any utility services or other types of elements located on the Property which are utilized in common, such as, but not limited to, sewer or water lines, shall be maintained, repaired and replaced, as needed, by the Association. Cache Creek has been piped through the Property. The Owner of the Property shall be responsible for maintenance and repair work associated with Cache Creek, as it runs through the Property, at its sole cost.

(d) **Common Expenses.** The costs associated with the maintenance, repair and replacement of those items that the Association is obligated to maintain, repair and replace in the Common Elements shall be a Common Expense or Limited Common Expense, as the case may be; 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 Homeowners or their guests or occupants, then the Board may assess the full amount of such maintenance, repair or replacement against such Homeowner(s) and their Units as a Specific Assessment.

(e) **Homeowner Maintenance of Common Elements.** No Homeowner may repair or maintain the Common Elements without the express written permission of the Board or as otherwise explicitly provided for in the Governing Documents.

6.5 Insurance.

(a) **Required Coverages.** The Association shall obtain and at all times maintain in full force and effect the following insurance policies provided by companies authorized to do business in Wyoming, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

- (i) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all Units and insurable improvements within the Property. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement costs of the insured improvements (including all Units) under the then current building ordinance and codes. Declarant shall be named as an additional insured on all policies of insurance covering direct physical loss to any Unit or other improvement during the Declarant Control Period.
- (ii) Commercial general liability insurance on Common Elements, Units and Townhome Lots, 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, including an endorsement for Director and Officer coverage. Such coverage (including primary and umbrella coverage) shall be with an insurance company and have limits that are commercially reasonable and typical for residential neighborhoods of similar size and type. 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 Homeowner's claim because of negligent acts of the Association or other Unit Homeowners; and

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

Any minimum dollar amount limitations provided herein may be increased from time to time by resolution of the Board to account for increases in the costs of replacement or reconstruction or increases in the perceived levels of liability.

- (b) **Policy Requirements.** The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of who must be familiar with insurable replacement costs in the Town of Jackson, Wyoming area. All Association policies shall provide for a certificate of insurance to be furnished to the Association, Declarant and Owner, 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 6.5 (a). In the event of an insured loss, the deductible shall be treated as Common Expense in the same manner as the premiums for the applicable insurance coverage except for the deductible attributable to the insured loss of an insured Unit the cost of which shall be a Specific Assessment. 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 Homeowners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Homeowner(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 benefitted parties, including Owner.

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

- (i) That such insurance is not to be brought into contribution with insurance purchased by Homeowners, occupants, or their Mortgagees individually;
- (ii) That such insurance contains an inflation guard endorsement;
- (iii) An agreed amount endorsement if the policy contains a co-insurance clause;
- (iv) A waiver of subrogation under the policy against any Homeowner or family member of a Homeowner;

- (v) An endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more individual Homeowners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;
- (vi) An endorsement precluding cancellation, invalidation, or condition to recovery under the policy on account of any act or omission of any one or more individual Homeowners, unless such Homeowner is acting within the scope of its authority on behalf of the Association;
- (vii) That the policy will be primary, even if a Homeowner has other insurance that covers the same loss;
- (viii) A waiver of subrogation as to any claims against the Association's Board, officers, employees, and its manager, its attorneys, the Homeowners and their tenants, servants, agents, and guests.
- (ix) An endorsement requiring at least thirty (30) days prior written notice to the Association of any cancellation, substantial modification, or non-renewal;
- (x) 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 negotiation, if any, related to the loss.

(c) **Restoring Damaged Improvements.** In the event of damage to or destruction of property which the Association is obligated to insure, the Board or its duly authorized agent shall file, with assistance from any affected Homeowner, 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.

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 Homeowners 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 Homeowners responsible for the premiums for the applicable insurance coverage under this Section.

6.6 Condemnation. In the event of a condemnation (partial or whole) by any governmental entity, the condemnation award shall be apportioned in the same manner as an insurance award. The Association shall timely provide notice of any condemnation proceeding against any part of the Property to each Homeowner. If a Homeowner's Unit is encumbered by a mortgage, the Association shall timely provide a copy of the condemnation proceeding notice to its mortgagee and any guarantor of the mortgage encumbering its Unit.

6.7 Termination. Notwithstanding any other provisions herein and except as provided by statute, in case of condemnation, unless at least 80% of the Homeowners of the Units have given their prior written approval and unless the additional approval of mortgagees who represent at least 51% of the votes of the

Units that are subject to mortgages of record at such time have given their prior written approval, the Association may not, by act or omission, seek to abandon or terminate the Project.

6.8 Compliance and Enforcement. Every Homeowner and occupant of a Unit shall comply with the Governing Documents. The Board shall have the right to require compliance with the Governing Documents or may impose sanctions for violation of the Governing Documents after notice to an offending Homeowner and a reasonable opportunity to cure. The Board shall have the right to require compliance with the Governing Documents by legal proceedings as provided hereafter. The Board shall also have the right to impose sanctions which may include, without limitation:

- (a) 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 Homeowner shall pay the fine upon notice from the Board;
- (b) Suspending a Homeowner's right to vote;
- (c) Exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;
- (d) Requiring a Homeowner, at its own expense, to remove any non-complying structure or improvements on such Homeowner's Unit, and to restore the Unit to its previous condition, all at Homeowner's expense and, upon failure of the Homeowner to do so, the Board or its designee shall have the right to enter the Unit, remove the violation and restore the Unit to substantially the same condition as previously existed. Any such action by the Association shall not be deemed a trespass and the Homeowner shall promptly reimburse the Association for all expenses incurred in connection with such action(s); and
- (e) Levying Specific Assessments to cover costs incurred by the Association to bring a Unit into compliance with Governing Documents.

In addition to any other enforcement rights, if a Homeowner fails to properly perform his or her maintenance responsibility, 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 Homeowner as a Specific Assessment. Except in an emergency situation, the Association shall provide the Homeowner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

All remedies set forth in the Governing Documents 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 shall not be obligated to take any action if the Board reasonably determines that the Association's position is not strong enough to justify taking such action. Such a decision shall not be construed as a waiver of the right of the Association to enforce such provision at a later time under other circumstances or estop the Association from enforcing any other covenant, restriction or rule.

6.9 Indemnification. Members of the Board of Directors shall have no individual liability. The Association shall indemnify the officers and Board of Directors of the Association from all claims, suits,

action, or damages arising from any personal injury, loss of life and/or damage to property sustained on or about the Property or arising out of the enforcement of this Declaration. The indemnification is valid only if the officer or director in question acted in good faith and did not violate their mandated duties.

6.10 Provision of Services. The Association shall be authorized but not obligated to enter into and terminate, in the Board's reasonable discretion, contracts or agreements with service providers, to provide services to and facilities for the Members of the Association and their guests, lessees and invitees and to charge use and consumption fees for such services and facilities.

Article VII—Assessments; Association Finances

7.1 Budget. At least 60 days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses and reserves for the coming year, including any contributions to be made to a reserve fund. 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.

The Board shall send a copy of the final budget, together with notice of the amount of the Base Assessment and any other Assessments to be levied pursuant to such budget, to each Homeowner, the Declarant, and Housing Department not less than 45 days nor more than 60 days prior to the effective date of such budget.

Failure of the Board to fix assessment amounts or rates, approve a budget, or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Homeowner from the obligation to pay Assessments. In such event, each Homeowner 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 notice requirements and limitations on increases, if any, provided in this Declaration.

7.2 Creation of the Lien and Personal Obligation of Assessments. Each Homeowner, by acceptance of a deed, whether or not it shall be stated in such deed, is deemed party to this Declaration and agrees to pay to the Association, and the Association is authorized to levy and collect, the following assessments: (1) Base Assessments, (2) Special Assessments for capital improvements, and (3) Specific Assessments for damages caused by a Homeowner, or its guests, tenants or invitees, or for expenses as otherwise provided herein; and (4) any other assessments explicitly permitted herein or in any other Governing Documents (collectively "Assessments"). All Assessments together with interest, costs, and reasonable attorneys' fees as set forth below ("Costs"), shall be a charge and a continuing lien upon the Unit assessed to the extent permitted by law. Assessments and Costs shall also be the personal obligation of the Homeowner. The personal obligation for delinquent Assessments and Costs shall not pass to successors in title unless expressly assumed in writing by the successor; however, the Assessment and Costs amounts shall attach to the Unit regardless of whether or not a lien is filed with the County Clerk.

7.3 Purpose of Assessments. The Assessments shall be used exclusively to promote the health, safety, and welfare of the residents in the Property, for the improvement and maintenance of the Common Elements, and for all other purposes authorized in this Declaration and by law.

7.4 Base Assessment. The Base Assessment shall be based upon advanced estimates of the costs and expenses arising out of or in connection with the Association's (i) administration and management of the Property, (ii) repair, maintenance and operation of the Common Elements or any other components of the Units, Townhome Lots or Common Area Lots for which the Association is responsible for maintaining, (iii) premiums for insurance policies required or permitted to be maintained under this Declaration, (iv) legal and accounting fees, (v) creation and maintenance of a reserve fund for periodic maintenance, repair and replacement of the Common Elements, or any other components of the Units, Common Area Lots or Townhome Lots for which the Association is responsible for maintaining, (vi) taxes and special assessments from governmental or quasi-governmental entities or agencies unless and until Units are separately assessed, and (vii) activities authorized by the Board. Base Assessments shall be allocated equally among the Members.

7.5 Special Assessments. The Board may levy Special Assessments to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within the Common Elements or other unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied on the entire membership, if the Special Assessment is for Common Expenses, or against an individual Unit or Units 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 they were approved. The Board shall give notice to the Homeowner(s) of the Unit(s) subject to Special Assessment not less than 30 nor more than 60 days prior to the Special Assessment coming due.

7.6 Specific Assessments. The Board may levy Specific Assessments against one or more specific Homeowners for expenses related to that Homeowner or those Homeowner's Units. Specific Assessments may also be levied to remedy any violation of this Declaration, subject to prior notice and at least a 15-day opportunity to cure (except in the case of emergencies).

7.7 Other Assessments. The Board may levy Assessments against one or more Unit Homeowners for costs associated with the repair, maintenance, and replacement of the Limited Common Elements attributable to those Homeowners.

7.8 Limitation on Increases of Assessments. Notwithstanding any provision to the contrary herein, and except for assessment increases necessary for emergency situations, the Board may not impose a Base Assessment that is more than 15% greater than the Base Assessment for the prior year, nor impose a Special Assessment for improvements to the Common Elements which in the aggregate exceeds 10% of the budgeted Common Expenses for the fiscal year, without a majority vote of a quorum of the Members which are subject to applicable assessment at a meeting of the Association, or action without meeting by written ballot in lieu thereof signed by all Members of the Association.

An emergency situation, for the purposes of this Section, is 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 Property or any part thereof or Unit(s) for which the Association is responsible where a threat to personal safety on the Property is discovered; or

(c) An extraordinary expense necessary to maintain or repair the Property or any part thereof or any part thereof or Unit(s) for which the Association is responsible that could not have been reasonably foreseen by the Board in preparing its annual budget. Prior to the imposition of collection of an assessment as described in this Section, the Board shall pass a resolution containing the written findings as to the necessity of the extraordinary expense involved and why the expense was not budgeted or could not have been reasonably foreseen in the budgeting process. Such resolution shall be sent to the Members with the notice of such assessment.

7.9. **Capital Reserve Account.** The Board shall prepare and review at least once every 2 years a reserve budget for the Common Elements and other assets of the Association. The budget 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 may include in the Common Expense budget, as appropriate, 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.

7.10 **Establishment of Assessment Due Dates; Estoppel Certificate.** No Assessment shall be due until at least 30 days after approval. The Board shall send notice of the Assessments to every Homeowner. The due dates for payment of such Assessments shall be established by the Board. The Association shall, upon demand, and for a nominal charge, furnish an estoppel certificate signed by an officer of the Association setting forth whether the Assessments on a specified Unit have been paid.

7.11 **Effect of Nonpayment of Assessments; Remedies of the Association.** Any Assessment or fine not paid within 30 days after the due date shall bear interest from the due date at the rate of 18% per annum. Additionally, if a Homeowner fails to pay an Assessment, fine or any other amount owed hereunder or by the Governing Documents within 60 days after it is due, the Board shall send timely written notice of such delinquency to the delinquent Homeowner and the Homeowner's Mortgagee and guarantor of the Homeowner's mortgage, if any, at the address provided in available public records, and, in its sole discretion, may choose to sue a Homeowner to recover the amount owed or may foreclose a lien against the Unit to recover the amount owed. The Board's failure or delay in sending the delinquency notice described in this section shall in no way act as a waiver to the Board's available remedies, nor shall it waive, extend or modify a Homeowner's obligation to pay required Assessments, fines or other costs. Moreover, in sending this delinquency notice, the Board is entitled to rely on public information in the Teton County, Wyoming Clerk's records to determine the appropriate mortgagee and guarantor, and contact information for the same. No Homeowner may waive or otherwise escape liability for Assessments by non-use of the Common Elements or abandonment of his/her Unit.

7.12 **Subordination of the Lien to Mortgages.** Liens of Assessment and Costs are subordinate to the lien of any mortgage recorded prior to the lien. The sale or transfer of any Unit shall not affect the Assessment lien unless it is extinguished in foreclosure.

7.13 **Foreclosure.** In the event of foreclosure by a mortgagee of a mortgage recorded prior to an Association held lien, the purchaser at a foreclosure sale shall be liable for Assessments accrued from the date of the foreclosure sale.

Article VIII—Easements

8.1 Easements in Common. The Owner grants to each Homeowner a non-exclusive right and easement of use, access, and enjoyment in and to the General Common Elements, including the Common Area Lots, and those Limited Common Elements appurtenant to a Homeowner's Unit or Townhome Lot, subject to:

- (a) The Governing Documents and any other applicable covenants;
- (b) the rights of other Homeowners, Members and the Association; and
- (c) the right of the Board to adopt rules regulating the use and enjoyment of the Common Elements.

8.2 Easements for Drainage, Utilities & Infrastructure.

(a) Any infrastructure benefiting more than one Unit in the Project, existing now and in the future, is hereby conveyed, upon recordation of the plat, to the Association.

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

(c) The Owner reserves for itself, so long as the Owner owns any of the Property, and grants to the Association, Declarant and all utility providers, perpetual non-exclusive easements throughout all the Property to the extent reasonably necessary for the purpose of:

(i) Installing utilities and infrastructure, including without limitation, cable and other systems for sending and receiving data and/or other electronic signals; security and similar systems: walkways, pathways, and trails; drainage systems and signage; to serve the Property;

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

(iii) Access to read utility meters;

(iv) Operating and maintaining the irrigation for landscaping or other Common Element needs, if applicable and necessary.

(d) The Owner also reserves for itself the non-exclusive right and power to grant and record in the Public Records such specific easements as may be necessary, in the sole discretion of the Owner, in connection with the orderly development and use of the Property.

(e) All work associated with the exercise of the easements described in subsections (b) and (c) 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 any Unit, nor shall it unreasonably interfere with the use of any Unit and, except in an emergency, entry into any Unit shall be made only after reasonable advance notice to the Homeowner or occupant.

8.3 Easements for Maintenance, Emergency and Enforcement. The Owner grants to the Declarant, during the Declarant Control Period, and to the Association easements over the Common Elements,

including Common Area Lots, and Townhome Lots as necessary to enable the Declarant and Association to fulfill its maintenance responsibilities hereunder. Declarant (during Declarant Control Period) and the Association shall also have the right upon reasonable notice or in the event of emergency, without notice, but not the obligation, to enter upon any Unit, for emergency, security, and safety reasons and to inspect for the purpose of ensuring compliance with 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 during reasonable hours and after notice to the Homeowner.

8.4 **Easements for Cross-Drainage.** Every Common Area Lot and Townhome Lot shall be burdened with easements for natural drainage of storm water runoff from other portions of the Property; provided, no Person shall alter the natural drainage so as to materially increase the drainage of storm water onto adjacent portions of the Property.

8.5 **Easement of Encroachments.** Every Common Area Lot and Townhome Lot shall be burdened with an easement for roof and eave overhangs, foundation, footer and wall encroachments and any and all other structural encroachments created by the platting of the Property as a townhouse subdivision as well as for the maintenance of the same. 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 of the Property or any part thereof in accordance with the original plans for the Property, and any encroachment due to building overhangs or projection.

8.6 **Easement for Construction.** The Board shall have the right to grant a temporary easement for ingress and egress over, under, upon, and across the Property, as may be reasonably necessary incident to completion of the orderly development of the Property.

Article IX – General Provisions

9.1 **Bylaws.** The Board shall have the right to adopt Bylaws to govern affairs of the Association as a corporation. Nothing in the Bylaws may contravene the terms of this Declaration.

9.2 **Rules and Regulations.** The Board may adopt Rules and Regulations governing the use of the Property. The Rules and Regulations may also provide for the imposition of fines for violations of the Governing Instruments but may not contravene the terms of this Declaration.

9.3 **Violations, Enforcement and Costs.** The Association, Declarant, Owner, or any Homeowner may take judicial action against any Homeowner to enforce compliance with this Declaration, the Bylaws, any promulgated Rules and Regulations, or any other Governing Documents, or to obtain damages for noncompliance therewith. Every Homeowner, by acceptance of a deed, hereby consents to enforcement of this Declaration against them including the entry of an injunction against them to terminate and restrain any violation of this Declaration. Every Homeowner who uses or allows such Homeowner's Unit to be used in violation of this Declaration further agrees to pay all costs incurred by Declarant in enforcing this Declaration, including reasonable attorney's fees, whether litigation is commenced or not.

9.4 **Notification of Transfer of Ownership.** Within five business days of the transfer of title of any Unit, the transferring Homeowner shall notify the Board in writing. The Notice shall provide (i) the name of the transferee and transferor, (ii) the Unit transferred, (iii) the transferee's contact information, and (iv) the date of the transfer.

9.5 **Joint and Several Liability.** In the case of joint ownership of a Unit, each of the Homeowners shall be jointly and severally liable for the obligations imposed by this Declaration.

9.6 **Approvals and Variances.** The Board is authorized to grant variances from the terms of this Declaration in cases of special circumstances or practical difficulties not the fault of a Homeowner, or unnecessary hardship not caused by a Homeowner; provided, however, that no such variance shall have a material adverse effect on any other Units and any such variance shall be in accordance with the purposes and intent of this Declaration and all such variances shall be the smallest deviation from the provisions of this Declaration to achieve the desired effect sought by the variance. The granting of one variance does not obligate the Board to grant a subsequent variance.

9.7 **Severability.** Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

9.8 **Headings.** Article and Section headings contained herein are for informational purposes only and shall not control or affect the meaning or construction of any of the provisions hereof.

9.9 **Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of Wyoming. Venue for any lawsuit brought under this Declaration shall lie exclusively in the 9th Judicial District, Teton County, Wyoming.

9.10. **Notice to Mortgagees.** For any notice required to be provided to a mortgagee or guarantor of a mortgage on any Unit, notice shall be deemed sufficient if timely sent by certified or registered mail, with a return receipt requested at the address provided in a recorded mortgage instrument, or at any other address provided to the Association or a Homeowner in writing by mortgagee or guarantor for notice purposes.

9.11. **Rights of Mortgagees and Guarantors.** Within at least 30 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 a material portion of the Property or the Unit secured by the mortgage;
- (b) Any 60-day delinquency in the payment of Assessments or charges owed by the Homeowner of a Unit on which such Mortgagee or guarantor of a mortgage 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.

9.12 **Duration of Declaration.** All of the covenants, conditions and restrictions set forth in this Declaration, as amended, shall continue and remain in full force and effect at all times against the Property. If required by law, this Declaration shall automatically renew every 20 years.

9.13 **Notices to Homeowners.** Any notice, consent or approval which is required to be given hereunder to a Homeowner shall be in writing and shall be deemed given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to the Homeowner's mailing

address on such Homeowner's Ground Sublease. Alternatively, notice may be hand delivered or delivered via email at the email address on file with the Association. It is the responsibility of each Homeowner to ensure the Association has accurate and up-to-date contact information for each Homeowner.

Article X—Amendment of Declaration

10.1 By Declarant. Until conveyance of the first Unit to a Homeowner unaffiliated with Declarant, Declarant may unilaterally amend or repeal this Declaration for any purpose. Prior to the expiration of the Declarant Control Period, Declarant reserves the right to amend this Declaration if such amendment is necessary to (i) bring any provision into compliance with any applicable governmental statutes, rule, regulation, or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage on the Project; (iii) enable any institutional or Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Project; or (iv) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Unit unless the Owner thereof shall consent in writing.

If any amendment will have a material adverse impact on the interests of mortgagees who hold mortgages on any Unit(s) within the Property, such amendment must also be approved by at least 51% of the mortgagees who hold mortgages on impacted Unit(s) within the Property. Mortgagee approval shall be deemed granted if a mortgagee fails to respond to any written proposal for an amendment within 60 days of receipt if notice of the amendment proposal is provided to mortgagee as described herein. Any amendment to this Declaration must be recorded with the Teton County, Wyoming Clerk.

10.2 By Members. This Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of at least 75% of the Members and consent of Declarant until expiration of Declarant Control Period. For the sake of clarity, after the expiration of the Declarant Control Period, Declarant shall no longer have any consent rights for amendments to this Declaration.

Article XI—Reserved Rights of Declarant during Declarant Control Period

11.1 The following rights are hereby reserved for the benefit of Declarant until expiration of the Declarant Control Period: (i) to complete the improvements indicated on the Plat, permits or construction documents for the Property; (ii) to have an easement for access over, under and through the Common Elements, and to use and grant easements through the Common Elements to Declarant, any Owner, neighboring properties, utility companies, or others persons; (iii) to delay the filing of the Articles for the Association, creation of Bylaws and Rules and Regulations, or to delay the commencement of Association meetings or to delay implementation of Association assessments as may be required herein or in the Bylaws; (iv) to alter, amend, expand, retract, eliminate, vacate or otherwise change the Common Elements, or any portion thereof, as necessary to enhance the value or purpose of the Property or to exercise Declarant's reserved rights hereunder, including without limitation the right to eliminate walls, roofs, overhangs, conduit, pipes and the like deemed to be Common Elements; (v) to vacate and replat the Plat, or portions thereof, from time to time, to conform the same to the actual location of any of the constructed improvements and to establish, vacate and relocate utility easements, access easements, and on-site parking areas, and as necessary to exercise Declarant's reserved rights to change the Common Elements or to annex additional property; and (vi) to submit the Project to a master association and to merge or consolidate like-kind associations.

For purposes of making changes to the Common Elements for the benefit of some or all of the Owners, all of the Owners hereby, and by acceptance of deed for a Unit hereafter, irrevocably appoint the Declarant their attorney-in-fact for purposes of amending the percentages of ownership in the Common Elements, amending or supplementing the Declaration and all other Governing Documents, and vacating the Plat or portions thereof and filing additional Plat maps applicable to the Property. Such appointment of Declarant as the attorney-in-fact of each Owner shall remain effective and valid until Declarant Termination and each Owner, by acceptance of a deed for such Owner's Unit shall be deemed to consent to and ratify such appointment and as necessary to appoint Declarant as such Owner's attorney-in-fact.

IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument as of the date first above written.

Declarant:

**Habitat for Humanity of the Greater Teton Area, Inc.,
a Wyoming nonprofit corporation**

Mark Dalby
President, Board of Directors

STATE OF WYOMING)
)
) ss
COUNTY OF TETON)

On this _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared _____ for Habitat for Humanity of the Greater Teton Area, Inc., a Wyoming nonprofit corporation, and known to me to be the President of the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the corporation, by authority of Statute, its articles of incorporation or its corporate bylaws, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of the corporation.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

Teton County, Wyoming, a duly organized county of the State of Wyoming

Luther Propst, Chairman
Teton County Board of County Commissioners

Attest:

Maureen E. Murphy, Teton County Clerk

STATE OF WYOMING)
)
) ss
COUNTY OF TETON)

On this _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared Luther Propst, as Chairman of the Teton County Board of County Commissioners, and Maureen E. Murphy, as Teton County Clerk, of Teton County, Wyoming, a duly organized county of the State of Wyoming, who are each personally known to me or have each established their identity and authority to me by reasonable proof.

Witness my hand and official seal.

Notary Public

EXHIBIT A

Parking illustration on following page





POSITION OF PAPER

DETMI

DRIVEWAY DETAIL PLAN

GRADING PLAN SOUTH

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GRADING SHEET KEY

Jackson Hole News&Guide
PROOF OF PUBLICATION

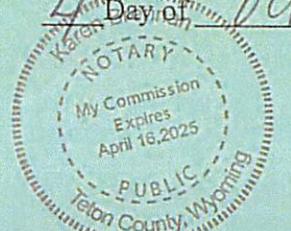
COUNTY OF TETON
THE STATE OF WYOMING

Kevin Olson

Being duly sworn, deposes and says that he is the Publisher of the JACKSON HOLE NEWS&GUIDE, weekly newspaper published in Jackson in said county and state, and that the annexed Notice was published in 2 consecutive issues of said newspaper and not in a supplement, the first publication thereof being on September 27, 2023

Kevin Olson
Subscribed in my presence and sworn to before me this

11 Day of October, 2023



Karen Day
NOTARY PUBLIC

Fee for publication \$ 110.00 Charge to the following:

Account No: 44638 Name: Fodor Law Office

Address: PO Box 551 Jackson, WY 83001

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with Wyoming Statute § 18-5-306, Teton County, Wyoming and Habitat for Humanity of the Greater Teton Area, Inc. intend 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 Jackson Town Hall. Please contact the Town of Jackson Planning Office at 307-733-0440 for scheduled meeting dates. The proposed subdivision will contain 18 townhome lots and additional common area/ancillary lots. The property is approximately 1.08 acres and is located within the SE1/4NW1/4 of Section 34, T41N, R116W, 6th P.M., Jackson, Teton County, Wyoming. The property is legally described as Lots 1-6 of the 445 East Kelly Avenue Addition to the Town of Jackson, Teton County, Wyoming according to that plat recorded in the Office of the Teton County Clerk on December 23, 2022 as Plat No. 1444.

Publish: 09/27, 10/04/23



First American Title™

Condition of Title Guarantee

ISSUED BY

First American Title Insurance Company

Guarantee

GUARANTEE NUMBER

50036956-0006044e

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.

FIRST AMERICAN TITLE INSURANCE COMPANY

a Nebraska corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

First American Title Insurance Company



Kenneth D. DeGiorgio, President



Greg L. Smith, Secretary

For Reference:

File #: W-29349

Policy #: 50036956-0006044e

This jacket was created electronically and constitutes an original document

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters against the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or, (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.

- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- a. the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- b. "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- c. "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- d. "Public Records": those records established under Wyoming statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- e. "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- f. "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- a. The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- b. If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- c. Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- d. In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the

GUARANTEE CONDITIONS (Continued)

assurances set forth in Schedule A to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

- a. In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- b. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonable necessary information from third parties, as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- a. To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- b. To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- c. To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation Liability.

- a. This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.
- b. If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- c. In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- d. The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

- a. No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- b. When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

GUARANTEE CONDITIONS (Continued)

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Provision intentionally deleted.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

- a. This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- b. Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- c. No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability.

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum.

- a. **Choice of Law:** The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guarantees of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- b. **Choice of Forum:** Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707.** Phone: **888-632-1642** (claims.nic@firstam.com)

Order No.: W-29349
Guarantee No.: 50036956-0006044e

**Condition of Title Guarantee
SCHEDULE A**

Order No.: W-29349

Guarantee No.: 50036956-0006044e

Date of Guarantee: July 26, 2023 at 7:30AM

Amount of Liability: \$400.00

Premium: \$400.00

1. Name of Assured:

Fodor Law Office, PC

2. The estate or interest in the Land which is covered by this Guarantee is:

Fee Simple

3. The Land referred to in this Guarantee is described as follows:

See Exhibit "A" for Legal Description

4. Assurances

According to the Public Records as of the Date of Guarantee:

a. Title to the estate or interest in the Land is vested in:

Teton County, a duly organized county of the State of Wyoming

b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority

Issued By:
Wyoming Title & Escrow, Inc.
1110 Maple Way Suite A
P.O. Box 4429
Jackson, WY 83001
Agent ID: 11163052



Authorized Countersignature

Condition of Title Guarantee

SCHEDULE B

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

- A. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
- 1. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of the persons in possession of the Land.
- 2. Easements, claims of easements or encumbrances that are not shown in the Public Records.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
- 4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
- 5. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
- 6. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand and gravel located in, on or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
- 7. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of the County Treasurer or in the Public Records.
- 8. General taxes for the year 2023, a lien in the process of assessment, not yet due or payable.
- 9. Rights of the public and others, as to that portion of the herein described property, if any, lying within East Kelly Avenue, a public road.
- 10. Matters Disclosed by Record of Survey recorded January 26, 1973, as (instrument) Map T-80, Official Records.
[Map T-80](#)

11. Affidavit pertaining to boundary adjustment, recorded June 2, 1983, as (book) 140 (page) 35, Official Records.
[B140P35](#)
12. Matters Disclosed by Record of Survey recorded June 9, 1988, as (instrument) Map T-80A, Official Records.
[Map T-80A](#)
13. All matters as delineated on the Official Plat of 445 East Kelly Avenue Addition to the Town of Jackson, on file and of record with the Teton County Clerk, Official Records of Teton County, State of Wyoming, Plat No. 1444.
[Plat 1444](#)
14. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the Town of Jackson, a municipal corporation of the State of Wyoming in a document recorded December 23, 2022, as (instrument) 1051712, Official Records:
Purpose: Sanitary Sewer Easement Agreement
[1051712](#)
15. An easement over said land for electric distribution circuits and incidental purposes, as granted to Lower Valley Energy, recorded December 23, 2022, as (instrument) 1051713, Official Records.
Affects Lots 4 and 5
[1051713](#)
16. Terms and Conditions of Agreement for Construction of Affordable Housing Units at 445 East Kelly Ave., by and between Teton County, a duly organized county of the State of Wyoming and Habitat for Humanity of the Greater Teton Area, a Wyoming nonprofit corporation, recorded January 10, 2023, as (instrument) 1052522, Official Records.
[1052522](#)
17. Terms and Conditions of Master Ground Lease for 445 E. Kelly Ave., by and between Teton County, Wyoming, a duly organized county of the State of Wyoming and Habitat for Humanity of the Greater Teton Area, Inc., a Wyoming nonprofit corporation, recorded January 10, 2023, as (instrument) 1052523, Official Records.
[1052523](#)

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

TAX NOTE:

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

Parcel 1 - Tax ID No. OJ-004023.

1st Installment: \$4,572.31 PAID

2nd Installment: \$4,572.31 PAID

Affects Underlying Property

Parcel 2 - Tax ID No. OJ-004024.

1st Installment: \$2,229.53 PAID

2nd Installment: \$2,229.53 PAID

Affects Underlying Property

EXHIBIT "A" – LEGAL DESCRIPTION

Lots 1, 2, 3, 4, 5, and 6 of 445 East Kelly Avenue Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on December 23, 2022 as Plat No. 1444.

PIDN: TMP006047, TMP006048, TMP006049, TMP006050, TMP006051, TMP006052

- * * * * * END OF LEGAL DESCRIPTION * * * * *

Note: For informational purposes only, for which the Company assumes no liability for any inaccuracies or omissions, the purported street address and assessor's parcel number of said Land as determined from the latest county assessor's roll is:

TBD East Kelly, Jackson, WY 83001

No inspection of said Land has been made, and no assurances are hereby given or implied as to the location of the Land herein described.



Placer Title Co., Centric Title and Escrow, Montana Title and Escrow, National Closing Solutions, National Closing Solutions of Alabama, National Closing Solutions of Maryland, North Idaho Title Insurance, Placer Title Insurance Agency of Utah, Premier Reverse Closings, Premier Title Agency, Texas National Title, Washington Title and Escrow, Western Auxiliary Corp., Wyoming Title and Escrow

NOTICE AT COLLECTION AND PRIVACY POLICY

Updated December 1, 2022

This Privacy Policy ("Policy") describes how Mother Lode Holding Company and its subsidiaries and affiliates (collectively, "Mother Lode," "we," "us," or "our") collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties").

This Policy applies wherever it is posted. To the extent a Mother Lode subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.mlhc.com/privacy-policy>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.mlhc.com/privacy-policy>.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit <https://www.mlhc.com/privacy-policy>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.mlhc.com/privacy-policy>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us privacy@mlhc.com or toll free at 1-877-626-0668

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.mlhc.com/privacy-policy or call toll-free at 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.mlhc.com/privacy-policy or by calling toll-free at 1-877-626-0668.

Right to Correct. You have a right to request that we correct your personal information. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at www.mlhc.com/privacy-policy or call toll-free at 1-877-626-0668.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.mlhc.com/privacy-policy or call toll-free at 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.mlhc.com/privacy-policy or by calling toll-free at 1-877-626-0668.

Verification Process. For a request to know, correct or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale and Share. We have not sold or shared the personal information of California residents in the past 12 months. To the extent any Mother Lode affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California resident under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, Mother Lode will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, how we have used that information, and how we share that information, please see "California Privacy Rights Act and Disclosures" in <https://www.mlhc.com/privacy-policy>.

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "California Privacy Rights Act and Disclosures" in <https://www.mlhc.com/privacy-policy>.

GRAMM-LEACH-BLILEY ACT PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) requires financial companies to provide you with a notice of their privacy policies and practices, such as the types of nonpublic personal information that they collect about you and the categories of persons or entities to whom it may be disclosed. In compliance with the Gramm-Leach-Bliley-Act, we are notifying you of the privacy policies and practices of:

Mother Lode Holding Co.
Montana Title and Escrow Co.
National Closing Solutions, Inc.
National Closing Solutions of Alabama
National Closing Solutions of Maryland
Premier Reverse Closings
Centric Title and Escrow

Placer Title Co.
Placer Title Insurance Agency of Utah
Premier Title Agency
North Idaho Title Insurance Co.
Texas National Title
Western Auxiliary Corp.
Wyoming Title and Escrow Co.

The types of personal information we collect and share depend on the transaction involved. This information may include:

- Identity information such as Social Security number and driver's license information.
- Financial information such as mortgage loan account balances, checking account information and wire transfer instructions
- Information from others involved in your transaction such as documents received from your lender

We collect this information from you, such as on an application or other forms, from our files, and from our affiliates or others involved in your transaction, such as the real estate agent or lender.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliates as permitted by law for our everyday business purposes, such as to process your transactions and respond to legal and regulatory matters. We do not sell your personal information or share it for marketing purposes.

We do not share any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us datapriva@firstam.com or toll free at 1-866-718-0097.

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097

Right of Deletion. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

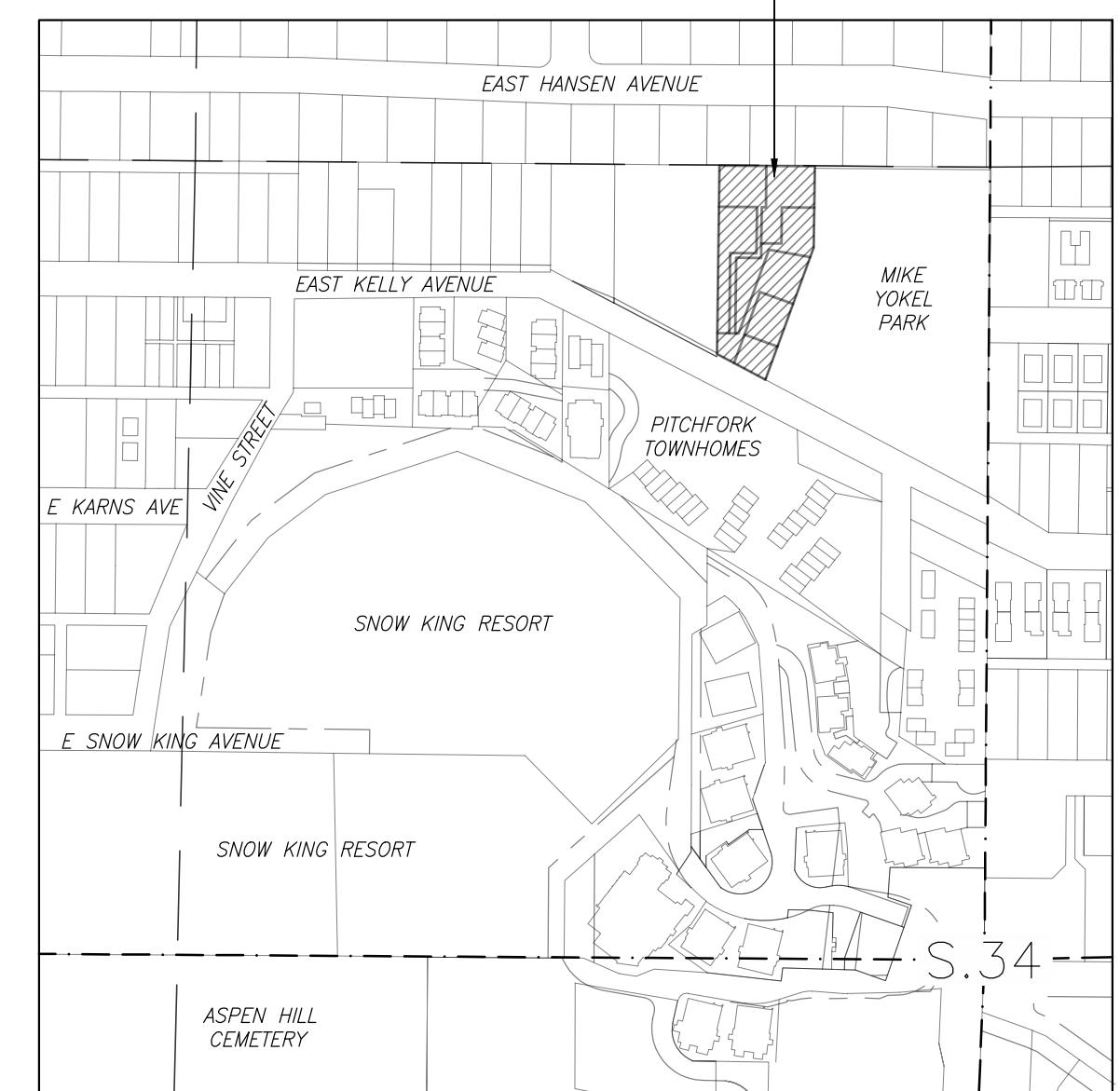
Notice of Sale. We have not sold the personal information of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

VICINITY MAP

SCALE: 1" = 300'

THIS SUBDIVISION



CERTIFICATE OF OWNERS

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

The undersigned hereby certifies that the foregoing subdivision of Lots 1-6 of the 445 East Kelly Avenue Addition to the Town of Jackson, recorded as Plat No. 1444 in the Office of the Clerk of Teton County, Wyoming, and described more particularly herein under the certificate of surveyor is with their free consent and in accordance with their desires;

that the name of this subdivision shall be the PARKSIDE AT BENSON BROWN STATION TOWNHOMES ADDITION TO THE TOWN OF JACKSON;

that this subdivision is subject to the Declaration of Covenants, Conditions and Restrictions for the PARKSIDE AT BENSON BROWN STATION TOWNHOMES ADDITION TO THE TOWN OF JACKSON recorded concurrently with this plat, and all subsequent owners within this subdivision shall be subject to said Declaration;

that Townhome Lots 101, 102, 103, 201, 202, 203, 301, 302, 303, 401, 402, 403, 501, 502, 503, 601, 602, and 603 within this subdivision are subject to those Special Restrictions for Affordable Housing to be recorded concurrently with this plat;

that this subdivision is subject to any easements, ditch setbacks, building and site development setbacks, road rights-of-way, covenants, conditions, restrictions, and reservations of site or record, including but not limited to those shown herein and delineated on said Plat No. 1444;

that Lots 400 and 500 of this subdivision are subject to that 25' Wide easement benefiting the Town of Jackson as described in Doc. No. 1051712 and shown on Plat No. 1444;

that Lots 400 and 500 of this subdivision are subject to that 25' Wide easement benefiting the Lower Valley Energy as described in Doc. No. 1051713 and shown on Plat No. 1444;

that Lots 200, 300, 400, 500, and 600 of this subdivision are subject to that common access and utility easement from East Kelly Avenue granted by Plat No. 1444;

that Common Area lots 100, 200, 300, 400, 500, and 600 shall be conveyed to the Home Owners Association by recorded deed for the use and enjoyment of said Common Area by all owners of a lot within this subdivision, excepting those portions of said Common Area lots reserved and dedicated as Limited Common Elements on this plat, and subject to those rights and restrictions set forth in the aforementioned Declaration of Covenants, Conditions and Restrictions;

that those portions of said Common Area lots shown as Limited Common Elements on this plat (denoted as LCE followed by the associated lot number) are reserved for the exclusive use and enjoyment of the owner of the associated lot, subject to any easements of sight or record and further subject to the rights of the undersigned owner, its heirs, successors, and assigns, and of the Home Owners Association and its authorized representatives, to enter said Limited Common Elements for the purpose of constructing, repairing, and maintaining utility infrastructure serving this subdivision, all as set forth in the aforementioned Declaration of Covenants, Conditions and Restrictions;

that a non-exclusive easement in, over, and across said Common Area lots is granted by virtue of this plat to all owners of a lot within this subdivision, and to their heirs, successors, and assigns for the purpose of access to and from each lot, and for any underground utilities serving lots within this subdivision;

that a non-exclusive easement in, over, and across said Common Area lots and Limited Common Elements is granted by virtue of this plat to all utility companies, their successors and assigns, working within this subdivision for the purpose of constructing, repairing, and maintaining utility infrastructure serving this subdivision;

that the undersigned owner hereby reserves unto themselves, and their heirs, successors, and assigns, the right to grant unto other parties non-exclusive easements in, over, and across the Common Areas of the foregoing subdivision for any purpose that the undersigned deems necessary, as may be amended by the terms of a third party instrument that creates such easements, provided that such future grants shall not cause unreasonable interference with the rights granted by this plat;

that the undersigned owner and undersigned ground lessee hereby reserves unto themselves, and their heirs, successors, and assigns, and are 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, landscaping, and installation of utilities, infrastructure, and roadways, and to store materials thereon, and to make such other uses thereof as may be reasonably necessary and incidental to the completion of the development of the foregoing subdivision;

that the undersigned owner here reserves unto themselves, and their heirs, successors and assigns, the right to create further easements for utility purposes within the foregoing subdivision;

that access across all roads, driveways, parking areas, and Common Areas located within this subdivision is hereby granted to emergency vehicles including police vehicles, ambulances, and fire department vehicles;

that access to this subdivision is from East Kelly Avenue.

that access to all sewer and water infrastructure within this subdivision, including pipelines, valves, meters, cleanouts, and manholes is hereby granted to the Town of Jackson by virtue of this plat;

that the undersigned owner does not warrant to any purchaser of a lot within this subdivision that they shall have any rights to the natural flow of any stream within or adjacent to the subdivision;

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

that this subdivision may be encumbered by or benefit from easements, rights-of-way, covenants, conditions, restrictions, and reservations of sight or record not limited to those shown herein;

that Lots 1-6 of the 445 East Kelly Avenue Addition to the Town of Jackson, recorded in said Office as Plat No. 1444 are hereby vacated, being reconfigured as the PARKSIDE AT BENSON BROWN STATION TOWNHOMES ADDITION TO THE TOWN OF JACKSON;

that in accordance with Section 34-12-110, Wyoming Statutes, as amended, the Teton County Clerk is kindly requested to write "vacated" across Lots 1-6 of the 445 East Kelly Avenue Addition to the Town of Jackson, recorded in said Office as Plat No. 1444.

OWNER SIGNATURE BY SEPARATE AFFIDAVIT
Teton County – Luther Probst, Teton County Commissioner

GROUND LESSEE SIGNATURE BY SEPARATE AFFIDAVIT
Teton Habitat for Humanity – Kris Greenville, Executive Director

CERTIFICATE OF SURVEYOR

State of Wyoming)) ss
County of Teton)

I, Mark Fellermann, of Jackson, Wyoming, hereby certify to the best of my knowledge and belief that this plat was prepared from the notes and data of a survey conducted by me or under my direct supervision, and from records on file with the Office of the Clerk of Teton County, Wyoming, and that it correctly represents the final plat of the PARKSIDE AT BENSON BROWN STATION TOWNHOMES ADDITION TO THE TOWN OF JACKSON, identical to Lots 1-6 of the 445 East Kelly Avenue Addition to the Town of Jackson, recorded as Plat No. 1444 in said Office, and located within the SE1/4NW1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, more particularly described as follows:

BEGINNING at a point on the northerly right-of-way line of East Kelly Avenue, as marked by a 5/8-inch diameter rebar with a 2.5-inch diameter aluminum cap inscribed "PE & LS 578", and lying N 23°36'49" W, 1118.11 feet from the C1/4 corner of said Section 34 where it is found a 2.5-inch diameter steel pipe with a 3.25-inch diameter BLM brass cap with appropriate details;

THENCE N 0°22'26" E, 315.97 feet, to a point marked by a 5/8-inch diameter rebar with a 2-inch diameter aluminum cap inscribed "PE & LS 578";

THENCE S 89°52'41" E, 159.94 feet, to a point marked by a 5/8-inch diameter rebar with a 2-inch diameter aluminum cap inscribed "PE & LS 578";

THENCE S 0°28'13" W, 136.50 feet, to a point marked by a 5/8-inch diameter rebar with a 2-inch diameter aluminum cap inscribed "PE & LS 578";

THENCE S 19°41'07" W, 235.72 feet, to a point lying on said northerly right-of-way line marked by a Mag Nail with survey washer inscribed "PLS 10052";

THENCE N 62°16'46" W, 92.04 feet, along said northerly right-of-way line to the POINT OF BEGINNING.

Said parcel encompasses an area of 1.08 acres, more or less.

The basis of bearings for this survey is S 89°52'41" E, measured between the northeast corner of Lot 400 and the northwest corner of lot 500 as shown herein.

CERTIFICATE OF APPROVAL

State of Wyoming)) ss
County of Teton)

CERTIFICATE OF APPROVAL

State of Wyoming)) ss
County of Teton)

The foregoing PARKSIDE AT BENSON BROWN STATION TOWNHOMES ADDITION TO THE TOWN OF JACKSON was approved at the regular meeting of the Jackson Town Council held this _____ day of _____, 20____, in accordance with Section 15-1-415, Wyoming Statutes, as amended, and the relevant Town of Jackson Land Development Regulations.

TOWN OF JACKSON, WYOMING by:

Hailey Morton Levinson
Mayor

Riley Taylor
Town Clerk

Paul Anthony
Planning Director

Brian Lenz
Town Engineer

ACKNOWLEDGEMENTS

The foregoing instrument was acknowledged before me by Hailey Morton Levinson (Mayor) on this _____ day of _____, 20____.

Witness my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Brian Lenz (Town Engineer) on this _____ day of _____, 20____.

Witness my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Paul Anthony (Planning Director) on this _____ day of _____, 20____.

Witness my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Riley Taylor (Town Clerk) on this _____ day of _____, 20____.

Witness my hand and official seal.

Notary Public
My commission expires:

CERTIFICATE OF ENGINEER

State of Wyoming)) ss
County of Teton)

I, Tyler Klos, hereby certify that the water distribution and sewer collection facilities designed for the foregoing subdivision is adequate and safe, and meet all Federal, State, and Town of Jackson requirements, provided said facilities are built as designed, and operated and maintained correctly.

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by Tyler Klos on this _____ day of _____, 20____.

Witness my hand and official seal.

Notary Public
My commission expires:

GENERAL NOTES

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY AND SEWAGE COLLECTION AND TREATMENT SYSTEMS.

NO PUBLIC MAINTENANCE OF SEWAGE COLLECTION SYSTEM OR STORM WATER DRAINAGE SYSTEM WITHIN THIS SUBDIVISION.

NO PUBLIC MAINTENANCE OF WATER DISTRIBUTION SYSTEM WITHIN THIS SUBDIVISION.

NO PUBLIC MAINTENANCE OF PARKING AREAS WITHIN THIS SUBDIVISION.

THIS SUBDIVISION IS WITHIN CLOSE PROXIMITY TO A LOWER VALLEY ENERGY ELECTRICAL SUBSTATION. THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO THE FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.

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

NO FAULTS EXIST WITHIN THIS SUBDIVISION PER 2019 MAP PRODUCED BY THE WYOMING STATE GEOLOGICAL SURVEY.

PETITION FOR ABANDONMENT OF ALL SURFACE WATER RIGHTS HAS BEEN SUBMITTED TO STATE BOARD OF CONTROL.

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

THIS SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER DIVISIONS, EXCEPT IN ACCORDANCE WITH AND AS PERMITTED BY THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS.

OWNER

TETON COUNTY
200 SOUTH WILLOW STREET
JACKSON, WYOMING 83001

ENGINEER

Y2 CONSULTANTS
PO BOX 2870
JACKSON, WYOMING 83001
PHONE: 307-733-2999

SURVEYOR

ENCLOSURE SURVEYING
PO BOX 4552
JACKSON, WYOMING 83001
PHONE: 307-222-4336

SUBDIVISION

NUMBER OF LOTS: 25
18 TOWNHOME LOTS
6 COMMON AREA LOTS
1 NON-HOA LOT
TOTAL PROJECT ACREAGE: 1.08 ACRES

DRAFTING

PREPARATION DATE: SEPTEMBER 20, 2023
FINAL REVISION DATE:

FINAL PLAT PARKSIDE AT BENSON BROWN STATION TOWNHOMES ADDITION TO THE TOWN OF JACKSON

Prepared for
TETON COUNTY

Being identical to

LOTS 1-6 OF PLAT NO. 1444
Located within
SE1/4NW1/4 OF SECTION 34
T. 41 N., R. 116 W., 6TH P.M.
Teton County, Wyoming

Sheet 1 of 2

