



# 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 7, 2025	<b>REQUESTS:</b>  The applicant is submitting a request for a Subdivision Plat for LOTS 8, 10, & 12, TETON LANDING ADDITION 2ND FILING.  PIDNs: 22-41-16-34-1-AZ-001 22-41-16-34-1-AZ-003 22-41-16-34-1-AZ-005  For questions, please call Tyler Valentine at 733-0440, x1305 or email to the address shown below. Thank you.
Item #: P25-204	
Planner: Tyler Valentine  Phone: 733-0440 ext. 1302  Email: tvalentine@jacksonwy.gov	
<b>Owner</b> Continental Divide Holdings, LLC PO Box 1114 Jackson, WY 83001  <b>Applicant</b> John Graham Geittmann Larson Swift LLP PO Box 1226 Jackson, WY 83001	
<b>Please respond by: November 28, 2025 (with Comments)</b>	

**RESPONSE:** For Departments not using SmartGov, please send responses via email to [planning@jacksonwy.gov](mailto:planning@jacksonwy.gov)



David K. Larson, *Partner*  
Phelps H. Swift, Jr., *Partner*  
Clay D. Geittmann, *Partner*  
Sara E. Van Genderen, *Partner*  
Matthew E. Turner, *Partner*

GEITTMANNLARSONSWIFTLLP  
JACKSON HOLE, WYOMING  
ATTORNEYS & COUNSELORS AT LAW  
155 EAST PEARL AVENUE, SUITE 100  
PO BOX 1226  
JACKSON, WY 83001

Julie A. O'Halloran, *Partner*  
Annie Kent Droppert, *Partner*  
John W. Graham, *Partner*  
Melissa J. Lin, *Associate*  
Kathy S. Zelazny, *Of Counsel*

P: 307.733.3923 F: 307.733.3947 GLSLLP.COM

October 24, 2025

Town of Jackson Planning Department  
150 E Pearl Avenue  
Jackson, WY 83001  
planning@jacksonwy.gov  
**(Via Email Only)**

***Re: Teton Landing Townhome Subdivision Application***

Dear Planning Department,

On behalf of Continental Divide Holdings, LLC, the current owner of all five lots in the Teton Landing Addition to the Town of Jackson, Plat No. 1437, we are submitting an application for subdivision of three built duplexes, on three of the five lots in the Teton Landing Addition, into six townhomes, each on a lot of over .1 acres with the shared wall on the boundary between each lot.

This submittal includes:

- The Town of Jackson Application;
- Application fee of \$1,000 – hand delivered;
- A Warranty Deed showing ownership;
- Letter of Authorization assigning Geittmann, Larson, Swift LLP as agent;
- Notice of Intent to Subdivide published October 1, 2025 and October 8, 2025;
- Draft of Revised Declaration of Covenants, Conditions, and Restrictions for Teton Landing;
- Draft Subdivision Plat; and
- Draft Shared Maintenance Agreements for Teton Landing Townhomes.

Per prior correspondence with Town of Jackson officials, all three units proposed to be subdivided into Townhomes are included on a single plat. The Revised CC&Rs will continue to govern all lots in the Teton Landing Subdivision, with the Shared Maintenance Agreement governing maintenance for each pair of townhome lots. Please let me know if there are any questions, or if any additional information is required.

Town of Jackson Planning Department  
October 24, 2025  
Page 2 of 2

Sincerely,  
Geittmann Larson Swift LLP

A handwritten signature in blue ink, appearing to read "John Graham", is written over a light blue horizontal line.

John Graham



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

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

**For Office Use Only**

Fees Paid \_\_\_\_\_ Date & Time Received \_\_\_\_\_  
Application #s \_\_\_\_\_

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

**PROJECT.**

Name/Description: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Lot, Subdivision: \_\_\_\_\_ PIDN: \_\_\_\_\_

**PROPERTY OWNER.**

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

**APPLICANT/AGENT.**

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

**DESIGNATED PRIMARY CONTACT.**

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

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

**Use Permit**

\_\_\_\_\_ Basic Use  
\_\_\_\_\_ Conditional Use  
\_\_\_\_\_ Special Use

**Relief from the LDRs**

\_\_\_\_\_ Administrative Adjustment  
\_\_\_\_\_ Variance  
\_\_\_\_\_ Beneficial Use Determination  
\_\_\_\_\_ Appeal of an Admin. Decision

**Physical Development**

\_\_\_\_\_ Sketch Plan  
\_\_\_\_\_ Development Plan  
\_\_\_\_\_ Design Review

**Subdivision/Development Option**

\_\_\_\_\_ Subdivision Plat  
\_\_\_\_\_ Boundary Adjustment (replat)  
\_\_\_\_\_ Boundary Adjustment (no plat)  
\_\_\_\_\_ Development Option Plan

**Interpretations**

\_\_\_\_\_ Formal Interpretation  
\_\_\_\_\_ Zoning Compliance Verification

**Amendments to the LDRs**

\_\_\_\_\_ LDR Text Amendment  
\_\_\_\_\_ Map Amendment

**Miscellaneous**

\_\_\_\_\_ Other: \_\_\_\_\_  
\_\_\_\_\_ Environmental Analysis

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

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

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

Have you attached the following?

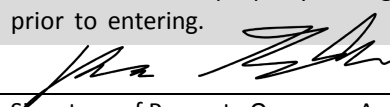
\_\_\_\_\_ **Application Fee.** Fees are cumulative. Go to [www.townofjackson.com/200/Planning](http://www.townofjackson.com/200/Planning) and select the relevant application type for the fees.

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

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

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

**Warranty Deed**

Know all persons by these presents that Alta Jackson LLC, a Wyoming limited liability company, with a principal mailing address of PO Box 1114, Jackson, Wyoming 83001 (the "Grantor"), for ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby convey and warrant an undivided twenty-nine point six-six percent (29.66%) interest as tenant in common, in and to the following described real property located in Teton County, Wyoming, unto Continental Divide Holdings LLC, a Wyoming limited liability company, with a principal mailing address of PO Box 1114, Jackson, Wyoming 83001 (the "Grantee"). The real property which is the subject of this Warranty Deed is located in Teton County, Wyoming, and more particularly described as follows:


Lots 8, 9, 10, 11 and 12 of Teton Landing Addition to the Town of Jackson, Second Filing, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on February 28, 2022, as Plat Number 1437.

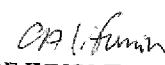
PIDNs: Lot 8 = 22-41-16-34-1-AZ-001; Lot 9 = 22-41-16-34-1-AZ-002; Lot 10 = 22-41-16-34-1-AZ-003; Lot 11 = 22-41-16-34-1-AZ-004; & Lot 12 = 22-41-16-34-1-AZ-005.

Together with and including all improvements thereof and all appurtenances and hereditaments thereunto belonging; but subject to all covenants, conditions, restrictions, easements, reservations, right, and rights-of-way of sight and/or record, and further subject to discrepancies, conflicts on boundary lines, shortage of area, encroachments and any facts which a correct survey and inspections of the premises would disclose and which are not shown on the public record, and further subject to zoning laws and restrictions.

Furthermore, know all persons by these presents that the Grantor does hereby waive and release any and all rights that the Grantors may have in the aforementioned real property by virtue of or arising under the homestead laws of the State of Wyoming.

Dated March 28, 2022.

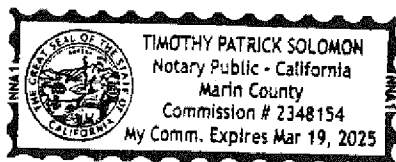
  
Alta Jackson LLC,  
A Wyoming limited liability company  
By: Daniel Janney, Its Manager

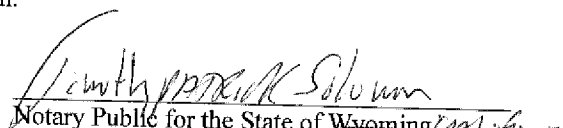
  
STATE OF WYOMING  
TETON COUNTY

I HEREBY CERTIFY that on this March 28, 2022, before me, the subscriber, a Notary Public in and for Teton County, Wyoming, personally appeared Daniel Janney, as the Manager of Alta Jackson LLC, A Wyoming limited liability company, the Grantor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that the foregoing instrument was executed by him as the Grantor for the purposes therein contained.

WITNESS my hand and notarial seal.

(SEAL)



  
Notary Public for the State of Wyoming  
My Commission Expires: 3-19-2025



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: September 30, 2025

## LETTER OF AUTHORIZATION

### NAMING APPLICANT AS AUTHORIZED REPRESENTATIVE

**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 : John Stricklin

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

Address of Premises: Physical address unassigned

Legal Description: Lots 8, 10, and 12 of Teton Landing, Plat Number 1437

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/Authorized Representative: \_\_\_\_\_

Mailing address of Applicant/Authorized Representative: John Graham, Geittmann Larson Swift LLP

Email address of Applicant/Authorized Representative: jwg@gslip.com

Phone Number of Applicant/Authorized Representative: 307-733-3923

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

☒ Development/Subdivision Plat Permit Application ☐ Building Permit Application

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

☐ Demolition Permit

☐ Other (describe) \_\_\_\_\_

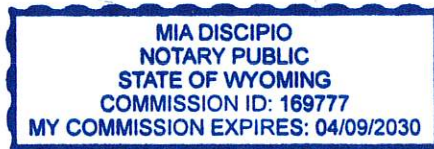
Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.

Property Owner Signature

PRESIDENT / MEMBER

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 John Stricklin this 30<sup>th</sup> day of September 2025 WITNESS my hand and official seal.

Mia Disciopio

Notary Public

My commission expires: 4/9/2030

**Jackson Hole News & Guide**  
PROOF OF PUBLICATION

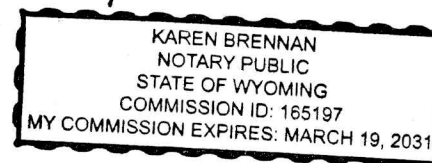
COUNTY OF TETON  
THE STATE OF WYOMING

**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 October 1, 2025

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

9 Day of October, 2025



*Karen Brennan*  
NOTARY PUBLIC

Fee for publication \$ 96.00 Charge to the following:

Account No: 13684 Name: Geitmann Larson Smith LLP

Address: PO Box 1226 Jackson, WY 83001



Notice is hereby given that, in accordance with §18-5-306, Continental Divide Holdings, LLC intends to apply for a permit to subdivide in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at 733-0440 for scheduled meeting dates. The proposed subdivision will contain 6 lots. The project is located on approximately .873 acres comprised of current lots 8, 10, and 12 of the Teton Landing Addition to the Town of Jackson, recorded as Plat No. 1437 with the Teton County Clerk's Office. The parcel identification numbers for the three parcels that

will comprise the subdivision are 22-41-16-34-1-AZ-001, 22-41-16-34-1-AZ-003, and 22-41-16-34-1-AZ-005. The name of the proposed subdivision is Teton Landing Townhome Addition to the Town of Jackson.

**Publish: 10/01, 10/08/25**

## SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, & RESTRICTIONS FOR TETON LANDING

This Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions (the “**Declaration**”) is made by Continental Divide Holdings, a Wyoming limited liability company, of PO Box 1114, Jackson WY (the “**Declarant**”), for the Teton Landing Addition to the Town of Jackson Second Filing, Teton County Wyoming, according to that plat recorded in the office of the Teton County Clerk on February 28, 2024 as Plat No. 1437 (“**Teton Landing**”) and the Teton Landing Townhome Addition to the Town of Jackson, Teton County Wyoming, according to that plat recorded in the office of the Teton County Clerk on \_\_\_\_\_ as Plat No. \_\_\_\_\_ (“**Teton Landing Townhome Addition**”).

As of the date of filing of these CC&Rs, Declarant is the owner of all lots of record in Teton Landing and the Teton Landing Townhome Addition. Pursuant to the Restated Declaration of Covenants, Conditions and Restrictions for Teton Landing, recorded on February 28, 2022 in the office of the Teton County Clerk as document number 1033673 (the “**Prior Declaration**”), the Prior Declaration may be amended, including a restatement in entirety, by a vote of 3 of the 5 owners of the lots of record in Teton Landing.

The Declarant, as owner of all five lots of record in Teton Landing, which incorporates the Teton Landing Townhome Addition, and in compliance with the terms for amendment of the Prior Declaration, hereby vacates the Prior Declaration in its entirety, and adopts this Declaration as a complete amendment and restatement of the Covenants, Conditions, and Restrictions governing Teton Landing. All property in Teton Landing shall be held, sold, and conveyed subject to this Declaration, which is for the purpose of protecting the value and desirability of Teton Landing, and which shall (1) run with all properties in Teton Landing, (2) be binding on all parties having any right, title or interest in any property in Teton Landing and any heirs, successors, or assigns thereof, and (3) inure to the benefit of each owner thereof.

### **ARTICLE I - DEFINITIONS**

Section 1. “**Association.**” The Teton Landing Homeowners Association, a Wyoming unincorporated association, its successors and assigns, shall be charged with enforcing this Declaration. The “**Bylaws**” shall refer to those Bylaws adopted by the Association, as they may be amended from time to time.

Section 2. “**Common Road.**” The 30-foot easement along the northern boundary of the Property, which provides access to the Lots, and as more particularly depicted on the Plat, and shall serve as the Common Road. All Owners, their guests, licensees, invitees, and tenants shall have a right and easement of access, use and enjoyment in and to the Common Road, which shall be appurtenant to and shall pass with the title to every Lot. The Association shall be responsible

for the maintenance, repair and plowing of the Common Road, and these expenses shall be considered Common Expenses. The Common Road shall be a private road at all times.

Section 3. “**Common Expenses.**” The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of the Property, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.

Section 4. “**Community-Wide Standard.**” The standard of conduct, maintenance, or other activity, generally prevailing throughout the Property.

Section 5. “**Declarant.**” Continental Divide Holdings, LLC, a Wyoming limited liability company, or any successor or assign 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 assigned to the Declarant by this document.

Section 7. “**Design Guidelines.**” The architectural, design and construction guidelines and review procedures adopted by the Association, as they may be amended.

Section 8. “**Governing Documents.**” A collective term referring to this Declaration, the Bylaws, and the Design Guidelines, as they may be amended or supplemented from time to time, as well as any resolutions of the Board or the Association duly adopted pursuant to the Bylaws.

Section 9. “**Lot.**” Any lot in Teton Landing, according to that plat recorded in the office of the Teton County Clerk on February 28, 2024, as Plat No. 1437 and any lot in the Teton Landing Townhome Addition according to that plat recorded in the office of the Teton County Clerk \_\_\_\_\_ as Plat No. \_\_\_\_\_. This Declaration expressly creates equal voting rights for each platted lot.

- a) “**Single-Family Lot.**” Any of the lots in Teton Landing according to that plat recorded in the office of the Teton County Clerk on February 28, 2024, as Plat No. 1437.
- b) “**Townhome Lot.**” Any of the lots in Teton Landing according to that plat recorded in the office of the Teton County Clerk \_\_\_\_\_ as Plat No. \_\_\_\_\_.

Section 10. “**Member.**” A Person subject to membership in the Association pursuant to this Declaration. All Persons holding title shall be considered individually, separate Members of the Association and Members under this Declaration.

## **Declaration of Covenants, Conditions, & Restrictions for Teton Landing**

Section 11. “**Owner.**” The record title holder of any Lot, excluding, in all cases, any party holding an interest merely as security for the performance of an obligation. Where there is more than one record title holder, each Lot shall be considered to have a single Owner, with all rights and responsibilities flowing jointly and severally to all record title holders, and with all record title holders required to exercise all rights under the Declaration, including, without limitation, voting rights in the Association, as a single entity.

Section 12. “**Person.**” A natural person, a corporation, a partnership, a trustee, or any other legal entity.

Section 13. “**Plat.**” Teton Landing Addition to the Town of Jackson, Second Filing, Teton County, Wyoming, which plat was recorded in the Office of the Clerk of Teton County, Wyoming on \_\_\_\_\_.

Section 16. “**Property.**” The real property shown on the Plat, together with all buildings and improvements thereon.

## **ARTICLE II – INFRASTRUCTURE AND MAINTENANCE**

Section 1. “**Common Road Easement.**” All Owners and their guests, licensees, invitees and tenants shall have an easement over the Common Road for access, use and enjoyment, and such easement shall be appurtenant to and shall pass with the title to every Lot. The Declarant reserves for itself, the Association, and its assigns an easement over, under and through the Common Road for access, maintenance (which shall include snow removal and snow storage), and the installation and maintenance of underground utilities and any necessary above-ground appurtenances required by utility providers. The Common Road shall remain a private road at all times. Motor vehicles are prohibited from parking on the Common Road, except as specifically allowed in writing by the Association for maintenance of the Common Road or the Lots.

Section 2. “**Utilities; Easements.**” Declarant hereby reserves an easement over, under, and through the Common Road to itself and the Association for the installation and maintenance of power, sewer, water, telephone, TV cable, and other utilities. With regard to sewer and water lines within the Subdivision, Declarant hereby reserves to itself and the Association an easement over, under, and through each Lot for the purpose of installing, constructing, repairing, and maintaining sewer and water lines from the sewer and water mains to the point of entry into a structure on each

### **Declaration of Covenants, Conditions, & Restrictions for Teton Landing**

Lot. All utilities shall be installed underground with only such above-ground appurtenances as may be required by utility service providers.

Section 3. “**Maintenance**”. Each Lot and all improvements thereon shall be maintained in a clean, safe, sanitary, and slightly condition. Refuse, garbage, and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure appropriately screened from view. No lumber, cut grass, scraps, refuse, or trash shall be kept, stored, or allowed to accumulate on any Lot. Owners are responsible for the maintenance of their respective Lots. Should an Owner not properly maintain the elements which are its responsibility under these covenants then, following 30 days' notice from Association, the Association or its designee may enter the Lot and may perform such maintenance or repairs, and the Owner shall be liable to the Association for the full cost of such entry, maintenance, and repair.

### **ARTICLE III – AUTHORIZED USES AND RESTRICTIONS**

Section 1. “**Authorized Uses**.” Authorized uses are Lot-specific and as follows:

- (a) Lots 9 and 11 shall be used exclusively for freestanding and unattached single-family homes. Lots 9 and 11 may have Accessory Dwelling Units, as defined by the Town of Jackson Land Development Regulations, provided those Accessory Dwelling Units comply with all physical development restrictions for Accessory Dwelling Units in the Town of Jackson Land Development Regulations. In no case, however, shall Accessory Dwelling Units be used as permanent residence or rented for any monetary consideration. Instead, all use of Accessory Dwelling Units shall be for transient, non-paying guests of the Owner.
- (b) Lots 8A, 8B, 10A, 10B, 12A, and 12B shall be used for attached townhomes spanning two Lots. These Covenants, as well as a separate Shared Maintenance Agreement specific to each townhome lot, govern these attached townhomes.

Section 2. “**Use Restrictions**.”

- (a) “**Prohibited Uses**.” No commercial, industrial, or other non-residential use shall be permitted on any Lot including, without limitation, operation of any home business or operation of any form of accommodation for paying guests at any residence. This limitation shall not prevent any Owner from working from a home office, provided the business or entity they are working on behalf of has a physical location outside of the Owner’s residence and the Owner does not hold out the residence as a place

### **Declaration of Covenants, Conditions, & Restrictions for Teton Landing**

of business, hold business meetings in-person at the residence, or use the residence for commercial shipping or commercial deliveries.

- (b) “**Noxious or Offensive Activities.**” No noxious or offensive activity shall be permitted on any Lot. No unreasonably loud or annoying noises, or noxious or offensive odors shall be emitted beyond the lot lines of a Lot.
- (c) “**Pets.**” No livestock or pets shall be kept or maintained on any Lot except as provided in these covenants. "Invisible fencing" shall be permitted on any Lot. Cats, dogs or other domestic animals which are normally kept and maintained indoors shall be permitted on any Lot. “**Recreational Use Prohibited.**” No recreational vehicles including, without limitation, snowmobiles, and ATVs shall be operated on any Lot for recreational purposes.
- (d) “**Recreational Vehicle and Heavy Equipment Storage.**” Recreational vehicles and heavy equipment including, without limitation, boats, tractors, snowmobiles, ATVs, and snow removal equipment shall be kept within an enclosed structure at all times or stored off-site, except when in active use or when actively being transported.
- (e) “**Temporary Structures.**” No temporary structures or facilities, such as trailers, tents, shacks or other similar buildings, shall be permitted on any Lot, except during construction.
- (f) “**Firearms/Fireworks.**” The discharge of rifles, pistols, and fireworks is prohibited on the Property.

#### **ARTICLE IV – ASSESSMENTS**

Section 1. “**Purpose of Base Assessments.**” Base Assessments shall be used exclusively for the improvement, maintenance, repair, and replacement of the Common Road, Common Utilities, shared landscaping, or other projects approved by the Association.

Section 2. “**Special Assessments.**” Declarant or the Association may levy a Special Assessment to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within the Property. Special Assessments may be amortized over a five-year period, provided that the capital improvement work commences within one year of the initial imposition of the Special Assessment.

Section 4. “***Uniform Rate of Assessment.***” Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on an annual or monthly basis. This includes a requirement for a single rate of assessment for both any future Townhome Lots and Single-Family Lots, despite the discrepancy in lot size. This limitation does not apply where damages to any Association-maintained element on the Property are caused by the willful act or negligence of a single Member or their invitees.

Section 5. “***Creation of the Lien and Personal Obligation of Assessments.***” Each Owner, by acceptance of a deed, whether or not it shall be stated in such deed, is deemed to covenant and agree to pay to the Association,: (1) Base Assessments or charges, (2) Special Assessments for capital improvements, and (3) Individual Assessments for damages caused by an Owner, his/her guests, tenants, and invitees (collectively “***Assessments***”). All Assessments together with interest, costs, fines, and reasonable attorney's fees as set forth below (“***Costs***”) shall be a charge on each Owner's Lot and the Association may file a lien against any Lot, and improvements located thereon, within the Property for any delinquent Assessment.

## **ARTICLE V – ASSOCIATION**

Section 1. “***Association.***” All Owners shall be Members of the Association, with each title holder having a separate membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Each Lot, including Single-Family Lots and Townhome Lots, are entitled to one vote on all matters requiring a Member vote, regardless of the number of Owners of a Lot and each Lot shall continue to be entitled to one vote even if multiple Lots are owned by a single Owner. In the event multiple Owners of a Lot file multiple votes, the vote of that Lot shall be nullified and of no force and effect. The Association shall have all of the powers set forth in this Declaration, the Association's Articles of Incorporation, and any valid and duly executed supplemental documents the Association adopts.

Section 2. “***Meetings.***” The Association shall call and conduct an annual meeting of all Owners at which time the Members, by vote of a majority of Lots, shall approve an annual budget, any and all contracts necessary for maintenance, and any assessments needed to fulfill these obligations. The Association may, further, vote to levy Special Assessments by vote of 60% of Lots. The Association shall set an annual meeting through unanimous written consent of all members. The

### **Declaration of Covenants, Conditions, & Restrictions for Teton Landing**

Association may delegate setting and noticing an annual meeting, preparation of an annual budget, and setting an agenda for an annual meeting to any subset of Members or a third-party property management company by majority vote of lots.

## **ARTICLE VI – GENERAL PROVISIONS**

Section 1. “***Violations-Enforcement-Costs***”. The Association or any Owner may take judicial action against any Owner to enforce compliance with this Declaration or to obtain damages for noncompliance. The prevailing party in such action shall be entitled to recover its costs, including reasonable attorney fees.

Section 2. “***Joint and Several Liability***.” In the case of joint ownership of a Lot, each of the Owners shall be jointly and severally liable for the liabilities and obligations imposed by this Declaration.

Section 3. “***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.

Section 4. “***Headings***.” Headings are for convenience and informational purposes only.

Section 5. “***Amendment***.” This Declaration may be amended by 60% of then current Lot Owners. Any amendment to this Declaration, or any subsequent supplements or amendments thereto, must be recorded with the Teton County, Wyoming Clerk.

Section 6. “***Binding Effect***.” This Declaration shall run with and bind the Property, and bind all present and future lot Owners, tenants, mortgagees and occupants. Such individuals and entities shall comply with this Declaration, as it may be amended from time to time. This Declaration shall run with the land and shall bind any persons having an interest in such lot as though such provisions were included in each and every deed or conveyance or lease thereof.

Section 7. “***Duration***.” All of the covenants, conditions and restrictions set forth herein shall continue and remain in full force and effect at all times against the Property and the Owners and purchasers of any portion thereof. This Declaration shall be deemed to remain in full force and effect for 20 years from the date of recordation in the Teton County, Wyoming Clerk's Office, and shall be automatically renewed for additional, consecutive 10-year periods.

IN WITNESS WHEREOF, this Declaration has been duly executed and delivered by Declarant, effective on recordation hereof with the Clerk of Teton County, Wyoming.

**Declaration of Covenants, Conditions, & Restrictions for Teton Landing**



**CONTINENTAL DIVIDE HOLDINGS**

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: John Stricklin  
Continental Divide Holdings' Manager

STATE OF WYOMING       )  
  ) ss  
County of Teton               )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me the undersigned, a Notary Public for the State of Wyoming, personally appeared John Stricklin, known or identified to me to be the Manager of Continental Divide Holdings, and executed the above instrument on behalf of said company, and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC FOR WYOMING  
My Commission Expires: \_\_\_\_\_

GENERAL NOTES

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY AND DISTRIBUTION SYSTEMS VIA A PRIVATE DISTRIBUTION SYSTEM. NO PUBLIC MAINTENANCE OF THE PRIVATE DISTRIBUTION SYSTEM WITHIN THIS SUBDIVISION.

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON SEWAGE COLLECTION AND TREATMENT SYSTEMS VIA PRIVATE COLLECTION MAINS AND SERVICES. NO PUBLIC MAINTENANCE OF THE PRIVATE SEWAGE COLLECTION MAINS AND SERVICES WITHIN THIS SUBDIVISION.

THIS SUBDIVISION IS CONNECTED TO THE TOWN OF JACKSON'S NELSON DRIVE VIA A PRIVATE ROAD. NO PUBLIC MAINTENANCE OF PRIVATE ROAD OR PARKING AREAS WITHIN THIS SUBDIVISION.

FIRE SPRINKLERS ARE REQUIRED IN ALL HABITABLE STRUCTURES WITHIN THIS SUBDIVISION.

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.

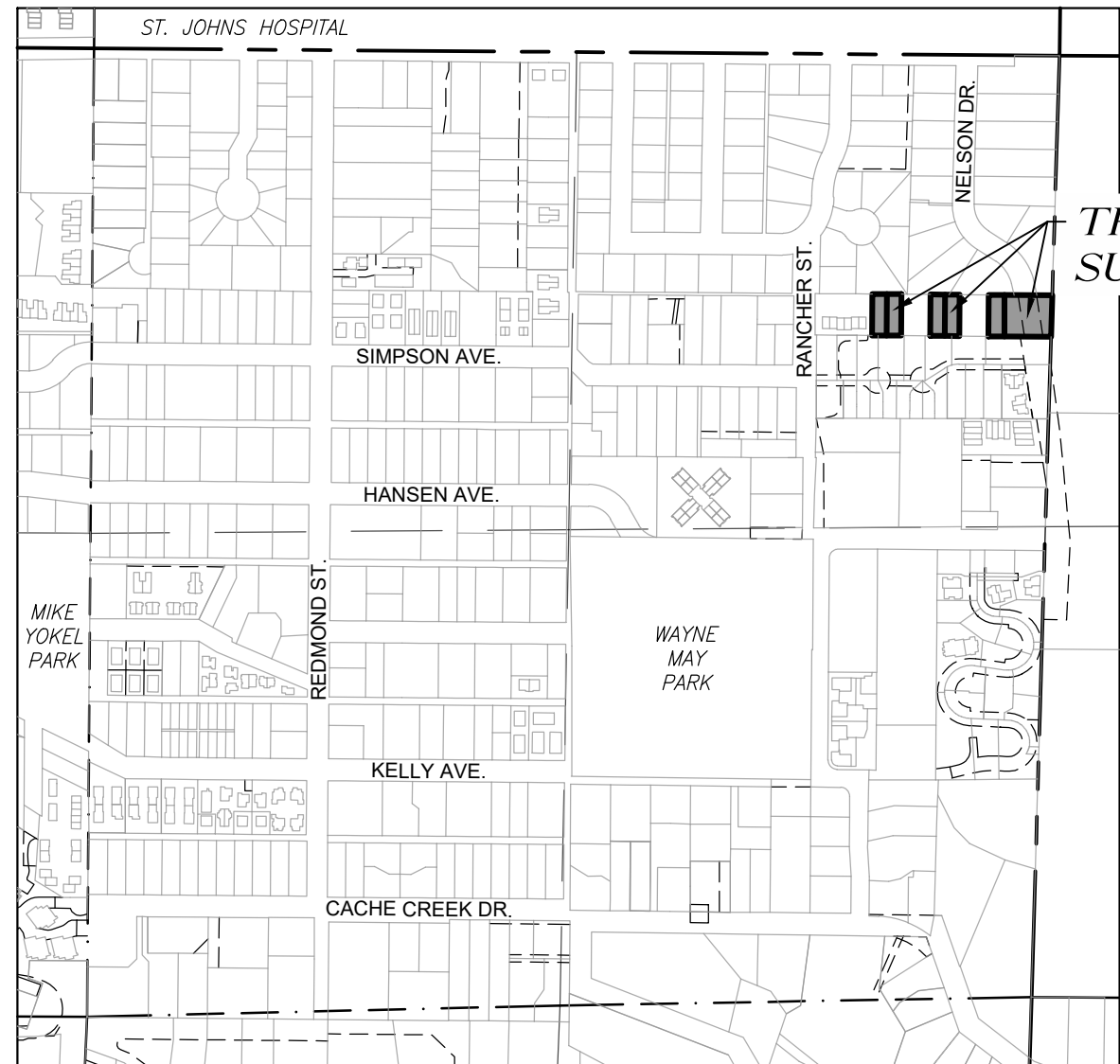
NO FAULTS EXIST WITHIN THIS SUBDIVISION PER 2019 MAP PRODUCED BY THE WYOMING STATE GEOLOGICAL SURVEY.

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.

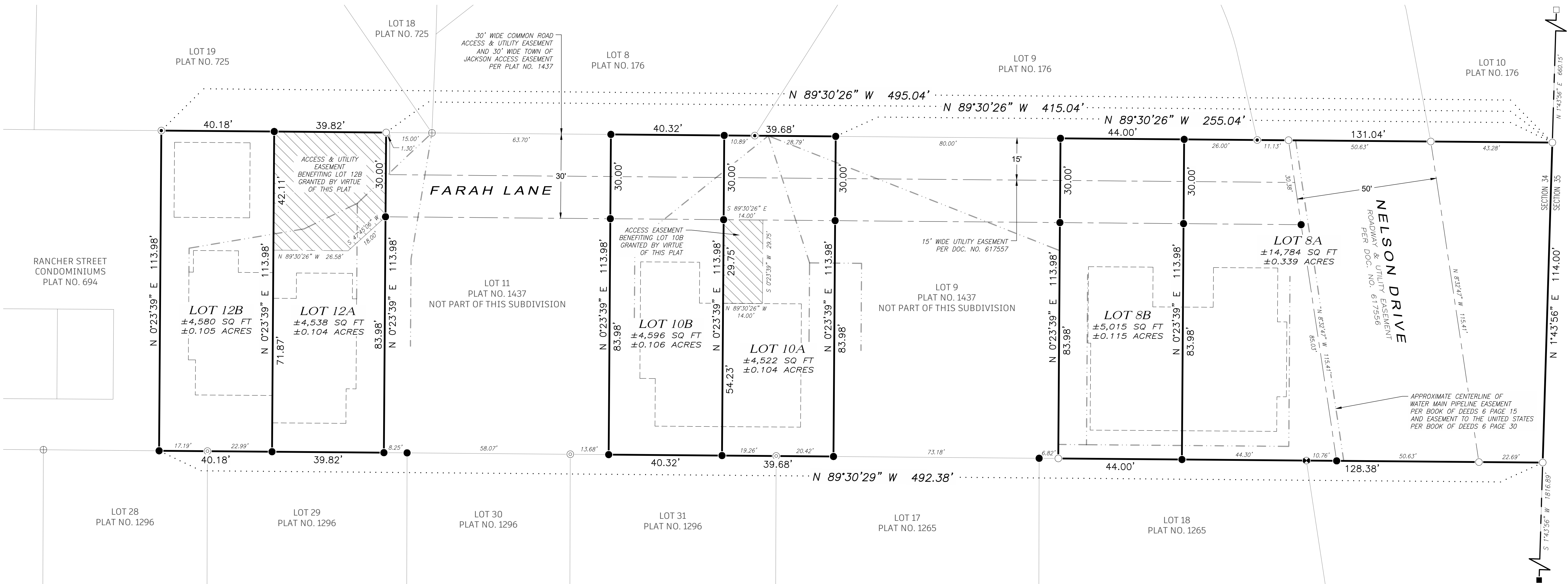
THIS SUBDIVISION SHALL NOT BE SUBJECT TO FURTHER DIVISIONS, EXCEPT IN ACCORDANCE WITH AND AS PERMITTED BY THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS.

VICINITY MAP

SCALE: 1" = 500'



NE1/4 OF SECTION 34, T. 41 N., R. 116 W., 6TH P.M. TETON COUNTY, WYOMING



US FOREST SERVICE  
BRIDGER TETON NATIONAL FOREST

OWNER

CONTINENTAL DIVIDE HOLDINGS LLC  
PO BOX 4552  
JACKSON, WYOMING 83001

SURVEYOR

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

ENGINEER

SUMMIT CONSULTING GROUND  
PO BOX 6482  
JACKSON, WYOMING 83002  
PHONE: 307-413-4399

SUBDIVISION

NUMBER OF LOTS: 6  
TOTAL PROJECT ACREAGE: 0.87 ACRES

DRAFTING

PREPARATION DATE: FEBRUARY 11, 2025  
FINAL REVISION DATE: XXXXX, 2025

LEGEND

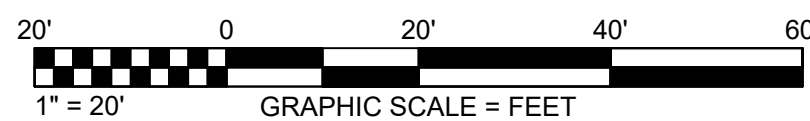
- 24-inch long, 5/8-inch diameter rebar with 2-inch diameter aluminum cap inscribed "PLS 16012" set this survey
- 5/8-inch diameter rebar with 2-inch diameter aluminum cap inscribed "PLS 10052" found this survey
- ⊙ 5/8-inch diameter rebar with 2-inch diameter aluminum cap inscribed "PE & LS 578" found this survey
- ⊕ 5/8-inch diameter rebar with 2-inch diameter aluminum cap inscribed "PLS 4270" found this survey
- ⊕ 5/8-inch diameter rebar with 2-inch diameter aluminum cap with illegible markings found this survey
- ⊕ 5/8-inch diameter rebar found this survey
- 2.5-inch diameter metal pipe with 3.25-inch diameter brass cap inscribed "RLS 164" with other appropriate details found this survey
- 2.5-inch diameter metal pipe with 3.25-inch diameter BLM brass cap inscribed with other appropriate details found this survey

LEGEND

- Townhome Lot Boundary
- Adjoining Property Boundary
- - - Easement Line
- - - Easement Centerline
- ▨ Easement Area
- - - PLSS Section Line
- Townhome Footprint
- S 89°30'26" E 495.04' Major Bearing and Distance
- N 0°23'39" E 113.98' Minor Bearing and Distance
- N 0°23'39" E 29.75' Tertiary Bearing and Distance



ENCLOSURE  
SURVEYING  
(307) 222-4336  
enclosuresurveying.com



FINAL PLAT  
TETON LANDING TOWNHOMES  
ADDITION TO THE TOWN OF JACKSON

Prepared for  
CONTINENTAL DIVIDE HOLDINGS LLC

Being identical to  
LOTS 8, 10, & 12 OF TETON LANDING ADDITION  
TO THE TOWN OF JACKSON, PLAT NO. 1437

Located within  
NE1/4NE1/4 of Section 34  
T. 41 N., R. 116 W., 6TH P.M.  
Teton County, Wyoming

CERTIFICATE OF OWNERS

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

The undersigned hereby certifies that the foregoing subdivision of Lots 8, 10, & 12 of the Teton Landing Addition to the Town of Jackson, recorded as Plat No. 1437 in the Office of the Clerk of Teton County, Wyoming, and described more particularly hereon 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 TETON LANDING TOWNHOMES ADDITION TO THE TOWN OF JACKSON;

that this subdivision is subject to the Declaration of Covenants, Conditions and Restrictions (CC&Rs) for the TETON LANDING TOWNHOMES ADDITION TO THE TOWN OF JACKSON recorded concurrently with this plat.

that access to this subdivision is from Nelson Drive.

that Lots 8A, 8B, 10A, & 10B, of this subdivision are subject to that 15' wide sewer easement benefiting the Town of Jackson as described in Doc. No. 617557 recorded in said Office;

that Lots 8A, 8B, 10A, & 10B, of this subdivision are subject to that 30' wide common road access and utility easement per Plat No. 1437 recorded in said Office;

that Lot 8A of this subdivision is subject to that water main pipeline easement described in Book of Deeds 6 page 15 and that easement to the United States described in Book of Deeds 6 Page 30, recorded in said Office;

that Lot 10A of this subdivision is subject to that access easement benefiting Lot 10B as shown hereon and granted by virtue of this plat;

that Lot 12A of this subdivision is subject to that access and utility easement benefiting Lot 12B as shown hereon and granted by virtue of this plat;

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

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 hereon;

that Lots 8, 10, & 12 of the Teton Landing Addition to the Town of Jackson, recorded in said Office as Plat No. 1437 are hereby vacated, being reconfigured as the TETON LANDING 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 8, 10, & 12 of the Teton Landing Addition to the Town of Jackson, recorded in said Office as Plat No. 1437.

OWNER SIGNATURE BY SEPARATE AFFIDAVIT

CONTINENTAL DIVIDE HOLDINGS LLC, \_\_\_\_\_

CERTIFICATE OF ENGINEER

State of Wyoming)

)) ss

County of Teton)

I, Randy Schrauder, hereby certify that the water distribution facilities, sewer collection facilities, and storm water collection and treatment systems designed for the foregoing subdivision are 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.

\_\_\_\_\_  
Randy Schrauder  
Wyoming PE License No. 9554

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by Randy Schrauder on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires:

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 plot 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 TETON LANDING TOWNHOMES ADDITION TO THE TOWN OF JACKSON, identical to Lots 8, 10, & 12 of the Teton Landing Addition to the Town of Jackson, recorded as Plat No. 1437 in said Office, and located within the NE1/4NE1/4 of Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, and being more particularly described as follows:

LOTS 8A & 8B EXTERIOR BOUNDARY:  
BEGINNING at a point on the east line of said Section 34, said point being marked by a 5/8–inch diameter rebar with a 2–inch diameter aluminum cap inscribed "PLS 10052" and lying S 1°43'42" W, 660.15 feet from the northeast corner of said Section, where is found a 2.5–inch diameter metal pipe with 3.25–inch diameter brass cap inscribed "RLS 164" with other appropriate details;  
THENCE S 1°43'42" W, 114.00 feet, continuing along said east line to a point marked by a 5/8–inch diameter rebar with a 2–inch diameter aluminum cap inscribed "PLS 10052";  
THENCE N 89°30'29" W, 172.38 feet, departing said east line to a point marked by a 5/8–inch diameter rebar with a 2–inch diameter aluminum cap inscribed "PLS 10052";  
THENCE N 0°23'39" E, 113.98 feet, to a point marked by a 24–inch long, 5/8–inch diameter rebar with 2–inch diameter aluminum cap inscribed "PLS 16012" set this survey;  
THENCE S 89°30'26" E, 175.04 feet, to the POINT OF BEGINNING;

LOTS 10A & 10B EXTERIOR BOUNDARY:  
COMMENCING at a point on the east line of said Section 34, said point being marked by a 5/8–inch diameter rebar with a 2–inch diameter aluminum cap inscribed "PLS 10052" and lying S 1°43'42" W, 660.15 feet from the northeast corner of said Section, where is found a 2.5–inch diameter metal pipe with 3.25–inch diameter brass cap inscribed "RLS 164" with other appropriate details;  
THENCE N 89°30'26" W, 255.04 feet, departing said east line to a point marked by a 24–inch long, 5/8–inch diameter rebar with 2–inch diameter aluminum cap inscribed "PLS 16012" set this survey, said point being the POINT OF BEGINNING;  
THENCE S 0°23'39" W, 113.98 feet, to a point marked by a 24–inch long, 5/8–inch diameter rebar with 2–inch diameter aluminum cap inscribed "PLS 16012" set this survey;  
THENCE N 89°30'29" W, 80.00 feet, to a point marked by a 24–inch long, 5/8–inch diameter rebar with 2–inch diameter aluminum cap inscribed "PLS 16012" set this survey;  
THENCE N 0°23'39" E, 113.98 feet, to a point marked by a 24–inch long, 5/8–inch diameter rebar with 2–inch diameter aluminum cap inscribed "PLS 16012" set this survey;  
THENCE S 89°30'26" E, 80.00 feet, to the POINT OF BEGINNING;

LOTS 12A & 12B EXTERIOR BOUNDARY:  
COMMENCING at a point on the east line of said Section 34, said point being marked by a 5/8–inch diameter rebar with a 2–inch diameter aluminum cap inscribed "PLS 10052" and lying S 1°43'42" W, 660.15 feet from the northeast corner of said Section, where is found a 2.5–inch diameter metal pipe with 3.25–inch diameter brass cap inscribed "RLS 164" with other appropriate details;  
THENCE N 89°30'26" W, 415.04 feet, departing said east line to a point marked by a 5/8–inch diameter rebar with 2–inch diameter aluminum cap inscribed "PLS 10052", said point being the POINT OF BEGINNING;  
THENCE S 0°23'39" W, 113.98 feet, to a point marked by a 24–inch long, 5/8–inch diameter rebar with 2–inch diameter aluminum cap inscribed "PLS 16012" set this survey;  
THENCE N 89°30'29" W, 80.00 feet, to a point marked by a 24–inch long, 5/8–inch diameter rebar with 2–inch diameter aluminum cap inscribed "PLS 16012" set this survey;  
THENCE N 0°23'39" E, 113.98 feet, to a point marked by a 5/8–inch diameter rebar with 2–inch diameter aluminum cap inscribed "PE & LS 578";  
THENCE S 89°30'26" E, 80.00 feet, to the POINT OF BEGINNING;

Said lots encompass an area of 0.87 acres, more or less.

The basis of bearings for this survey is N 1°43'42" E measured along the east line of the NE1/4NE1/4 of Section 34 as shown hereon.

\_\_\_\_\_  
Mark Fellermann  
Wyoming PLS License No. 16012

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me by Mark Fellermann on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires:

CERTIFICATE OF APPROVAL

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

The foregoing TETON LANDING 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 Hovorka  
Town Clerk

\_\_\_\_\_  
Paul Anthony  
Town 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 (Town 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 Hovorka (Town Clerk) on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires:

FINAL PLAT  
TETON LANDING TOWNHOMES  
ADDITION TO THE TOWN OF JACKSON

Prepared for  
CONTINENTAL DIVIDE HOLDINGS LLC

Being identical to  
LOTS 8, 10, & 12 OF TETON LANDING ADDITION  
TO THE TOWN OF JACKSON, PLAT NO. 1437

Located within  
NE1/4NE1/4 of Section 34  
T. 41 N., R. 116 W., 6TH P.M.  
Teton County, Wyoming

## **TOWNHOME SHARED MAINTENANCE AGREEMENT**

This Shared Maintenance Agreement (“**Agreement**”) for Lots 8A and 8B of the Teton Landing Townhomes Addition to the Town of Jackson, Teton County Wyoming, according to that plat recorded in the office of the Teton County Clerk on \_\_\_\_\_ as Plat No. \_\_\_\_\_ (“**Teton Landing Townhomes**”) is made by Continental Divide Holdings, a Wyoming limited liability company, of PO Box 1114, Jackson WY (the “**Declarant**”), as Owner of both Lot 8A and Lot 8B.

Lots 8A and 8B of the Teton Landing Townhomes shall be held, sold, and conveyed subject to this Shared Maintenance Agreement, which is for the purpose of protecting the value and desirability of the Teton Landing Townhomes, and which shall (1) run with all properties in Teton Landing, (2) be binding on all parties having any right, title or interest in any property in Teton Landing and any heirs, successors, or assigns thereof, and (3) inure to the benefit of each owner thereof.

### **ARTICLE I - DEFINITIONS**

Section 1. “**Declarant.**” Teton Landing LLC, a Wyoming limited liability company, or any successor or assign who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.

Section 2. “**Common Elements.**” All uniform exterior elements shared across or between any Townhome Building and any shared load-bearing or safety structures on any Townhome Building. By way of example, the siding and roofing on any Townhome Building are Common Elements as they are shared across a Townhome Building, but exterior windows for each Townhome are not common elements as they can be replaced without impact to the adjacent Townhome. Similarly, by way of example and without limitation, all exterior walls and the Party Wall are common elements because they are load-bearing structural elements of the Townhome Building.

Section 3. “**Owner.**” One or more Persons who hold the record title to either Lot 8A or Lot 8B but excluding in all cases any party holding an interest merely as security for the performance of an obligation. Where there is more than one record title holder, each Lot shall be considered to have a single Owner, with all rights and responsibilities flowing jointly and severally to all record title holders, and with all record title holders required to exercise all rights under the Declaration, including, without limitation, voting rights in the Association, as a single entity.

Section 4. “**Party Wall.**” The structural, fire-rated wall between two adjacent Townhomes located within the same Townhome Building, which provides structural support for each of the

Townhomes sharing the Party Wall. Damage to a Party Wall could impair the structural integrity of more than one Townhome.

Section 5. “**Person.**” A natural person, a corporation, a partnership, a trustee, or any other legal entity.

Section 6. “**Plat.**” The Plat of Teton Landing Townhomes Addition to the Town of Jackson, Teton County Wyoming, according to that plat recorded in the office of the Teton County Clerk on \_\_\_\_\_ as Plat No. \_\_\_\_\_ .

Section 7. “**Property.**” The real property shown on the Plat, together with all buildings and improvements thereon.

Section 8. “**Townhome.**” The Portion of a Townhome Building located on a single Townhome Lot and constituting the improvement to which an Owner has title to.

Section 9. “**Townhome Building.**” The common continuous building structure with shared roof and other common structural elements, constructed across two Townhome Lots and all structural components thereof. Each Townhome Building is partitioned by means of Party Walls, so that an individual Townhome within the subject Townhome Building is located on each Townhome Lot.

Section 10. “**Townhome Building Common Expenses.**” The actual and estimated expenses incurred, or anticipated to be incurred, by the Owners of any Townhome Building for maintenance of Common Elements.

Section 11. “**Townhome Lot.**” Any lot of record identified on the Plat.

## **ARTICLE II – MAINTENANCE OF TOWNHOME BUILDINGS**

Section 1. “**Common Expenses.**” The Owners of Lot 8A and Lot 8B shall be jointly responsible for all Townhome Building Common Expenses for those Owners’ Townhome Building.

Section 2. “**Uniformity of Townhome Maintenance.**” The Townhome Building shall be maintained in a manner that maintains the uniform appearance of the Townhome Building. This

requirement shall include the use of consistent siding materials, roofing materials, and color palettes.

Section 3. “***Maintenance Approved by Unanimous Consent.***” As maintenance for the Townhome Building is governed by two Owners, approval of maintenance projects shall be done by unanimous consent. In the event a maintenance project is approved by the Owners of a Townhome Building, such maintenance project shall become a Townhome Building Common Expense.

Section 4. “***Disputes Over Maintenance.***” In the Event the two Townhome Owners have persistent and irreconcilable differences over whether any exterior maintenance project is required for their shared Townhome Building, the parties shall jointly select a building inspector with at least five years of experience inspecting buildings in Teton County to provide an opinion as to whether any proposed maintenance project is required to protect the integrity of or prevent damage to the Townhome Building as a whole. In the event the building inspector's opinion is that the proposed maintenance project meets this criteria, the proposed project shall be deemed approved and become a Townhome Building Common Expense. If the Townhouse Owners cannot agree on a building inspector, each shall submit the names of two building inspectors qualified under this document, and one of the submitted inspectors shall be chosen at random. In the event the building inspector opines that the proposed maintenance project is not required to protect the integrity of or prevent damage to the Townhome Building, the Owner requesting the maintenance project shall not be allowed to exercise this process again within two years of the building inspector's opinion.

Section 5. “***Cost of Townhome Building Common Expenses.***” Owners shall contribute to any Townhome Building Common Expenses for their Townhome Building in equal proportion, unless the work being performed will occur exclusively on one Townhome, in which case that Townhome Owner shall be solely responsible for the Townhome Building Common Expenses. Any contractor performing work pursuant to this Shared Maintenance Agreement shall invoice each Owner for their share of the Shared Maintenance Expense and shall, prior to commencing work, provide each Owner with a written guarantee that the contractor shall not file any lien against the Townhome Lot, or improvements thereon, of an Owner who pays their share of the Shared Maintenance Expenses. Nothing in this section shall prevent a Contractor from filing a lien for non-payment against the Townhome Lot, or the improvements thereon, belonging to an Owner who has not paid their share of Shared Maintenance Expenses.

### **ARTICLE III – INSURANCE REQUIREMENTS**

Section 1. “**Insurance requirements.**” The Owners of Lot 8A and Lot 8B shall each carry a separate homeowner's insurance policy equal to half the replacement cost of the Townhome Building.

Section 2. “**Damage to a Townhome Building.**” In the event of damage to the Townhome Building, the Owners of the damaged Townhome Building shall be responsible for the full cost of restoring the Townhome Building to the Townhome Building's original condition. Each Owner's liability for these restoration costs shall be attributed to each Owner in proportion to the cost of repairing the section of the Townhome Building on each Owner's Townhome Lot. Each Townhome Owner shall be liable to the other Townhome Owner for a failure to contribute to restoration costs in accordance with this provision.

Section 3. “**Application Of Insurance Proceeds.**” In the event that any Owners incur restoration costs, and such restoration costs are covered under the homeowner's insurance required pursuant to Article III, Section 1, all insurance proceeds shall be applied to restoration costs. In the event of excess proceeds after payment of restoration costs, those proceeds shall be distributed back to the Owners in the amount of their original contributed insurance proceeds less restoration costs applicable to the restoration of that portion of the Townhome Building on Owner's Townhome Lot. In the event that either Owner's insurance proceeds are insufficient to cover restoration costs, the Owner or Owners with insufficient coverage shall be personally responsible and liable for the remainder of the restoration costs. Each Owner of a Townhome shall be liable to the other Townhome Owner for a failure to contribute to restoration costs.

Section 4. “**Waiver of Restoration.**” While both Owners have an obligation to contribute to restoration costs for damage to a Townhome Building, as outlined in this Article, the Owners of a Townhome Building, by a mutual written consent document signed by both parties, may waive their mutual rights to require the other Owner of the Townhome Building to contribute to restoration costs. Such mutual written consent document shall explicitly set forth how the Owners intend to dispose of their Townhome Lots in the absence of restoration of the damage structure.

#### **ARTICLE IV – GENERAL PROVISIONS**

Section 1. “**Violations-Enforcement-Costs.**” The Owners of either Lot 8A or Lot 8B may take judicial action against the other Owner to enforce compliance with this Declaration or to

obtain damages for noncompliance. The prevailing party in such action shall be entitled to recover its costs, including reasonable attorney's fees.

Section 2. “**Joint and Several Liability.**” In the case of joint ownership of a Lot, each of the Owners shall be jointly and severally liable for the liabilities and obligations imposed by this Declaration.

Section 3. “**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.

Section 4. “**Headings.**” Headings are for convenience and informational purposes only.

Section 5. “**Amendment.**” This Declaration may be amended by an instrument signed and acknowledged by all Owners of Townhome Lots.

Section 6. “**Binding Effect.**” This Declaration shall run with and bind the Property, and bind all present and future lot Owners, tenants, mortgagees and occupants. Such individuals and entities shall comply with this Declaration, as it may be amended from time to time. This Declaration shall run with the land and shall bind any persons having an interest in such lot as though such provisions were included in each and every deed or conveyance or lease thereof.

Section 7. “**Duration.**” All of the covenants, conditions and restrictions set forth herein shall continue and remain in full force and effect at all times against the Property and the Owners and purchasers of any portion thereof. This Declaration shall be deemed to remain in full force and effect for 20 years from the date of recordation in the Teton County, Wyoming Clerk's Office, and shall be automatically renewed for additional, consecutive 10-year periods.

IN WITNESS WHEREOF, this Declaration has been duly executed and delivered by Declarant effective on recordation hereof with the Clerk of Teton County, Wyoming.

**CONTINENTAL DIVIDE HOLDINGS**

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: John Stricklin  
Continental Divide Holdings’ Manager



STATE OF WYOMING       )  
  ) ss  
County of Teton               )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me the undersigned, a Notary Public for the State of Wyoming, personally appeared John Stricklin, known or identified to me to be the Manager of Continental Divide Holdings, and executed the above instrument on behalf of said company, and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC FOR WYOMING  
My Commission Expires: \_\_\_\_\_

## **TOWNHOME SHARED MAINTENANCE AGREEMENT**

This Shared Maintenance Agreement (“**Agreement**”) for Lots 9A and 9B of the Teton Landing Townhomes Addition to the Town of Jackson, Teton County Wyoming, according to that plat recorded in the office of the Teton County Clerk on \_\_\_\_\_ as Plat No. \_\_\_\_\_ (“**Teton Landing Townhomes**”) is made by Continental Divide Holdings, a Wyoming limited liability company, of PO Box 1114, Jackson WY (the “**Declarant**”), as Owner of both Lot 9A and Lot 9B.

Lots 9A and 9B of the Teton Landing Townhomes shall be held, sold, and conveyed subject to this Shared Maintenance Agreement, which is for the purpose of protecting the value and desirability of the Teton Landing Townhomes, and which shall (1) run with all properties in Teton Landing, (2) be binding on all parties having any right, title or interest in any property in Teton Landing and any heirs, successors, or assigns thereof, and (3) inure to the benefit of each owner thereof.

### **ARTICLE I - DEFINITIONS**

Section 1. “**Declarant.**” Teton Landing LLC, a Wyoming limited liability company, or any successor or assign who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.

Section 2. “**Common Elements.**” All uniform exterior elements shared across or between any Townhome Building and any shared load-bearing or safety structures on any Townhome Building. By way of example, the siding and roofing on any Townhome Building are Common Elements as they are shared across a Townhome Building, but exterior windows for each Townhome are not common elements as they can be replaced without impact to the adjacent Townhome. Similarly, by way of example and without limitation, all exterior walls and the Party Wall are common elements because they are load-bearing structural elements of the Townhome Building.

Section 3. “**Owner.**” One or more Persons who hold the record title to either Lot 9A or Lot 9B but excluding in all cases any party holding an interest merely as security for the performance of an obligation. Where there is more than one record title holder, each Lot shall be considered to have a single Owner, with all rights and responsibilities flowing jointly and severally to all record title holders, and with all record title holders required to exercise all rights under the Declaration, including, without limitation, voting rights in the Association, as a single entity.

Section 4. “**Party Wall.**” The structural, fire-rated wall between two adjacent Townhomes located within the same Townhome Building, which provides structural support for each of the

Townhomes sharing the Party Wall. Damage to a Party Wall could impair the structural integrity of more than one Townhome.

Section 5. “**Person.**” A natural person, a corporation, a partnership, a trustee, or any other legal entity.

Section 6. “**Plat.**” The Plat of Teton Landing Townhomes Addition to the Town of Jackson, Teton County Wyoming, according to that plat recorded in the office of the Teton County Clerk on \_\_\_\_\_ as Plat No. \_\_\_\_\_ .

Section 7. “**Property.**” The real property shown on the Plat, together with all buildings and improvements thereon.

Section 8. “**Townhome.**” The Portion of a Townhome Building located on a single Townhome Lot and constituting the improvement to which an Owner has title to.

Section 9. “**Townhome Building.**” The common continuous building structure with shared roof and other common structural elements, constructed across two Townhome Lots and all structural components thereof. Each Townhome Building is partitioned by means of Party Walls, so that an individual Townhome within the subject Townhome Building is located on each Townhome Lot.

Section 10. “**Townhome Building Common Expenses.**” The actual and estimated expenses incurred, or anticipated to be incurred, by the Owners of any Townhome Building for maintenance of Common Elements.

Section 11. “**Townhome Lot.**” Any lot of record identified on the Plat.

## **ARTICLE II – MAINTENANCE OF TOWNHOME BUILDINGS**

Section 1. “**Common Expenses.**” The Owners of Lot 9A and Lot 9B shall be jointly responsible for all Townhome Building Common Expenses for those Owners’ Townhome Building.

Section 2. “**Uniformity of Townhome Maintenance.**” The Townhome Building shall be maintained in a manner that maintains the uniform appearance of the Townhome Building. This

requirement shall include the use of consistent siding materials, roofing materials, and color palettes.

Section 3. “***Maintenance Approved by Unanimous Consent.***” As maintenance for the Townhome Building is governed by two Owners, approval of maintenance projects shall be done by unanimous consent. In the event a maintenance project is approved by the Owners of a Townhome Building, such maintenance project shall become a Townhome Building Common Expense.

Section 4. “***Disputes Over Maintenance.***” In the Event the two Townhome Owners have persistent and irreconcilable differences over whether any exterior maintenance project is required for their shared Townhome Building, the parties shall jointly select a building inspector with at least five years of experience inspecting buildings in Teton County to provide an opinion as to whether any proposed maintenance project is required to protect the integrity of or prevent damage to the Townhome Building as a whole. In the event the building inspector's opinion is that the proposed maintenance project meets this criteria, the proposed project shall be deemed approved and become a Townhome Building Common Expense. If the Townhouse Owners cannot agree on a building inspector, each shall submit the names of two building inspectors qualified under this document, and one of the submitted inspectors shall be chosen at random. In the event the building inspector opines that the proposed maintenance project is not required to protect the integrity of or prevent damage to the Townhome Building, the Owner requesting the maintenance project shall not be allowed to exercise this process again within two years of the building inspector's opinion.

Section 5. “***Cost of Townhome Building Common Expenses.***” Owners shall contribute to any Townhome Building Common Expenses for their Townhome Building in equal proportion, unless the work being performed will occur exclusively on one Townhome, in which case that Townhome Owner shall be solely responsible for the Townhome Building Common Expenses. Any contractor performing work pursuant to this Shared Maintenance Agreement shall invoice each Owner for their share of the Shared Maintenance Expense and shall, prior to commencing work, provide each Owner with a written guarantee that the contractor shall not file any lien against the Townhome Lot, or improvements thereon, of an Owner who pays their share of the Shared Maintenance Expenses. Nothing in this section shall prevent a Contractor from filing a lien for non-payment against the Townhome Lot, or the improvements thereon, belonging to an Owner who has not paid their share of Shared Maintenance Expenses.

### **ARTICLE III – INSURANCE REQUIREMENTS**

Section 1. “**Insurance requirements.**” The Owners of Lot 9A and Lot 9B shall each carry a separate homeowner's insurance policy equal to half the replacement cost of the Townhome Building.

Section 2. “**Damage to a Townhome Building.**” In the event of damage to the Townhome Building, the Owners of the damaged Townhome Building shall be responsible for the full cost of restoring the Townhome Building to the Townhome Building’s original condition. Each Owner’s liability for these restoration costs shall be attributed to each Owner in proportion to the cost of repairing the section of the Townhome Building on each Owner’s Townhome Lot. Each Townhome Owner shall be liable to the other Townhome Owner for a failure to contribute to restoration costs in accordance with this provision.

Section 3. “**Application Of Insurance Proceeds.**” In the event that any Owners incur restoration costs, and such restoration costs are covered under the homeowner's insurance required pursuant to Article III, Section 1, all insurance proceeds shall be applied to restoration costs. In the event of excess proceeds after payment of restoration costs, those proceeds shall be distributed back to the Owners in the amount of their original contributed insurance proceeds less restoration costs applicable to the restoration of that portion of the Townhome Building on Owner’s Townhome Lot. In the event that either Owner's insurance proceeds are insufficient to cover restoration costs, the Owner or Owners with insufficient coverage shall be personally responsible and liable for the remainder of the restoration costs. Each Owner of a Townhome shall be liable to the other Townhome Owner for a failure to contribute to restoration costs.

Section 4. “**Waiver of Restoration.**” While both Owners have an obligation to contribute to restoration costs for damage to a Townhome Building, as outlined in this Article, the Owners of a Townhome Building, by a mutual written consent document signed by both parties, may waive their mutual rights to require the other Owner of the Townhome Building to contribute to restoration costs. Such mutual written consent document shall explicitly set forth how the Owners intend to dispose of their Townhome Lots in the absence of restoration of the damage structure.

#### **ARTICLE IV – GENERAL PROVISIONS**

Section 1. “**Violations-Enforcement-Costs.**” The Owners of either Lot 9A or Lot 9B may take judicial action against the other Owner to enforce compliance with this Declaration or to

obtain damages for noncompliance. The prevailing party in such action shall be entitled to recover its costs, including reasonable attorney's fees.

Section 2. “**Joint and Several Liability.**” In the case of joint ownership of a Lot, each of the Owners shall be jointly and severally liable for the liabilities and obligations imposed by this Declaration.

Section 3. “**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.

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IN WITNESS WHEREOF, this Declaration has been duly executed and delivered by Declarant effective on recordation hereof with the Clerk of Teton County, Wyoming.

**CONTINENTAL DIVIDE HOLDINGS**

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: John Stricklin  
Continental Divide Holdings’ Manager

STATE OF WYOMING       )  
  ) ss  
County of Teton               )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me the undersigned, a Notary Public for the State of Wyoming, personally appeared John Stricklin, known or identified to me to be the Manager of Continental Divide Holdings, and executed the above instrument on behalf of said company, and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC FOR WYOMING  
My Commission Expires: \_\_\_\_\_

## **TOWNHOME SHARED MAINTENANCE AGREEMENT**

This Shared Maintenance Agreement (“**Agreement**”) for Lots 10A and 10B of the Teton Landing Townhomes Addition to the Town of Jackson, Teton County Wyoming, according to that plat recorded in the office of the Teton County Clerk on \_\_\_\_\_ as Plat No. \_\_\_\_\_ (“**Teton Landing Townhomes**”) is made by Continental Divide Holdings, a Wyoming limited liability company, of PO Box 1114, Jackson WY (the “**Declarant**”), as Owner of both Lot 10A and Lot 10B.

Lots 10A and 10B of the Teton Landing Townhomes shall be held, sold, and conveyed subject to this Shared Maintenance Agreement, which is for the purpose of protecting the value and desirability of the Teton Landing Townhomes, and which shall (1) run with all properties in Teton Landing, (2) be binding on all parties having any right, title or interest in any property in Teton Landing and any heirs, successors, or assigns thereof, and (3) inure to the benefit of each owner thereof.

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IN WITNESS WHEREOF, this Declaration has been duly executed and delivered by Declarant effective on recordation hereof with the Clerk of Teton County, Wyoming.

**CONTINENTAL DIVIDE HOLDINGS**

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: John Stricklin  
Continental Divide Holdings’ Manager

STATE OF WYOMING       )  
  ) ss  
County of Teton               )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me the undersigned, a Notary Public for the State of Wyoming, personally appeared John Stricklin, known or identified to me to be the Manager of Continental Divide Holdings, and executed the above instrument on behalf of said company, and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC FOR WYOMING  
My Commission Expires: \_\_\_\_\_

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

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

1. PROJECT NAME: \_\_\_\_\_
2. LOCATION: \_\_\_\_\_
3. PROJECT NUMBER: \_\_\_\_\_

4. CALCULATE PROPOSED PROJECT POPULATION:

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

5. CALCULATE REQUIRED PARK ACREAGE:

TOTAL PROJECTED POPULATION	X	<u>9 ACRES</u> 1000 RESIDENTS	=	_____ REQUIRED ACRES
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6. CALCULATE CASH-IN-LIEU:

_____ REQUIRED ACRES	X	\$100,000 (VALUE OF LAND)	=	\$ _____ CASH- IN-LIEU
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7. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 7.5.2 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

**TOWN OF JACKSON**  
**LAND DEVELOPMENT REGULATIONS**  
**DIVISION 7.5.3 - SCHOOL EXACTIONS**  
**DATE:\_\_\_\_\_**

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

1. PROJECT NAME: \_\_\_\_\_
2. LOCATION: \_\_\_\_\_
3. PROJECT NUMBER: \_\_\_\_\_

4. CALCULATE REQUIRED DEDICATION OF LAND:

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

5. CALCULATE CASH IN-LIEU:

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

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



***First American Title™***

## Condition of Title Guarantee

ISSUED BY

**First American Title Insurance Company**

# Guarantee

GUARANTEE NUMBER

**50036956-0006208e**

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-32139

**Policy #:** 50036956-0006208e

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 Guaranties 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 State 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)**

## Condition of Title Guarantee SCHEDULE A

Order No.: W-32139  
Guarantee No.: 50036956-0006208e  
Date of Guarantee: June 26, 2025 at 10:18AM  
Amount of Liability: \$350.00  
Premium: \$250.00

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1. Name of Assured:

**Continental Divide Holdings LLC, a Wyoming limited liability company**

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

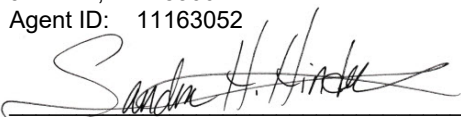
According to the Public Records as of the Date of Guarantee:

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

**Continental Divide Holdings LLC, a Wyoming limited liability company**

- 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 2025, and subsequent years, a lien in the process of assessment, not yet due or payable.
- 9. Assessments for the Teton Landing Homeowners Association, if any.
- 10. Assessments for the Town of Jackson, if any.
- 11. 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 in a document recorded February 15, 1939, as (instrument) 17398 Book 6 of Deeds, Page 15, Official Records:  
Purpose: Water pipeline  
[B6P15](#)

12. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the United States of America in a document recorded March 11, 1939, as Book 6 of Deeds, Page 30, Official Records:  
Purpose: Water pipeline  
[B6P30](#)
13. 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 in a document recorded March 5, 2004, as (instrument) 617556 Book 543, Page 320, Official Records:  
Purpose: Road and sidewalk  
[B543P320](#)
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 in a document recorded March 5, 2004, as (instrument) 617557 Book 543, Page 324, Official Records:  
Purpose: Public utilities  
[B543P324](#)
15. Matters Disclosed by Record of Survey recorded as Map T-76.  
[T-76](#)
16. Any easements, covenants, conditions, restrictions as shown on the Official Plat of Teton Landing 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. 1422.  
[Plat 1422](#)
17. Subdivision Improvement Agreement by and between Teton Landing LLC and the Town of Jackson, setting forth terms, recorded February 2, 2021, as (instrument) 1008115, Official Records.  
[1008115](#)  
  
Amended Subdivision Improvements Agreement, recorded February 28, 2022, as (instrument) 1033671 Official Records.  
[1033671](#)
18. Terms, provisions, covenants, conditions, restrictions and easements, provided in the Declaration of Covenants, Conditions and Restrictions for Teton Landing Subdivision, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, in document recorded February 2, 2021, as (instrument) 1008116, Official Records.  
[1008116](#)  
  
Contains: Homeowners association charges, assessments and liens.  
  
Restated Declaration of Covenants, Conditions and Restrictions for Teton Landing Subdivision, recorded February 28, 2022, as (instrument) 1033673 Official Records.  
[1033673](#)
19. Any easements, covenants, conditions, restrictions as shown on the Official Plat of Teton Landing Addition to the Town of Jackson, Second Filing, on file and of record with the Teton County Clerk, Official Records of

Teton County, State of Wyoming, Plat No. 1437.  
[Plat 1437](#)

20. Mortgage to secure an indebtedness and any other obligations secured thereby in the amount of \$23,389,672.00, dated October 18, 2024, recorded October 18, 2024, as (instrument) 1091732 , Official Records.

Mortgagor: Continental Divide Holdings LLC, a Wyoming limited liability company

Mortgagee: Bank of Jackson Hole, a division of NBH Bank [1091732](#)

\*\*\*\*\* End of Schedule B \*\*\*\*\*

## EXHIBIT “A” – LEGAL DESCRIPTION

Lots 8, 10 and 12 of Teton Landing Addition to the Town of Jackson, Second Filing, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on February 28, 2022 as Plat No. 1437.

PIDN: 22-41-16-34-1-AZ-001, 22-41-16-34-1-AZ-003, 22-41-16-34-1-AZ-005

• \*\*\*\*\* **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:

Lot 8 Nelson Drive, Jackson, WY 83001  
Lot 10 Nelson Drive, Jackson, WY 83001  
Lot 12 Nelson Drive, 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.



## Privacy Policy

Last Updated and Effective Date: December 1, 2024

This Privacy Notice (“Notice”) describes how Mother Lode Holding Company and its subsidiaries and affiliates (collectively, “Mother Lode,” “we,” “us,” or “our”) collect, use, store, and share your personal information when: (1) you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Notice is posted (“Sites”); (2) you use our products and services (“Services”); (3) you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method (“Communications”); (4) we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies (“Third Parties”); and (5) you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services (“B2B”). Personal information is sometimes also referred to as personal data, personally identifiable information or other like terms to mean any information that directly or indirectly identifies you or is reasonably capable of being associated with you or your household. However, certain types of information are not personal information and thus, not within the scope of our Notice, such as: (1) publicly available information; and (2) de-identified and aggregated data that is not capable of identifying you. If we use de-identified or aggregated data, we commit to maintain and use the information in a non-identifiable form and not attempt to reidentify the information, unless required or permitted by law.



This Notice 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. Please note that this Notice does **not** apply to any information we collect from job candidates and employees. Our employee and job candidate privacy notice can be found [here](#).

**If you are a California resident, click [here](#) for specific disclosures about how we collect, use, store and disclose your personal information, along with your privacy rights.**

## [Notice at Collection](#)

### [What Type of Information Do We Collect About You?](#)

Depending upon how you interact with our Sites and Services, the nature of your Communications, and the nature of our interaction with Third Parties, we may collect the following information from and about you:

- Direct identifiers, including but not limited to your unique online identifier, name, alias, social media handle, IP address, username and password, postal and/or e-mail address, phone number, account name and/or account number, social security number, driver's license number, passport number, and/or state identification number.
- Related identifiers, including but not limited to your date of birth, bank, credit, or debit card number, financial information, and/or insurance policy number.
- Physical characteristics, including protected characteristics under federal and state law, such as age, sex, race, and ethnicity.
- Commercial information, including records of products or services purchased, obtained, or considered.
- Biometric information, such as fingerprints and voice recordings.
- Internet or other electronic network activity information, with our Sites and in Communications, including browser type and version, browser settings, operating systems and platform, device type, operating information, mobile carrier, page response time and download errors.
- Geolocation data, such as your zip code and time zone.
- Audio, electronic, visual, and thermal information, including telephone recordings, electronic communication records, and security camera footage from applicable Mother Lode properties.
- Professional or employment-related information, such as your work history, salary history, and education history.

### [How Do We Collect Your Information?](#)

We collect your personal information in three ways:

**Directly from you** when you access or use our Sites or Services, conduct business dealings with us in the B2B context or when you communicate with us in any manner, including but not limited to:

- Personal information you provide by filling out forms in person or electronically through our Sites, including information provided at the time of registering for any Service or event, posting material, or requesting further services or information;
- Personal information you provide when you access or use our Services;
- Personal information you provide when you conduct B2B dealings with us;
- Personal information you provide when you report a problem with our Sites;
- Records and copies of your correspondence (e.g., email address) if you contact us;
- Your responses to surveys that we might ask you to complete;
- Details of transactions you carry out through our Sites, and the fulfillment of your orders; and
- Your search queries on the Sites.

**Automatically** when you access or use our Sites or Services, conduct business dealings or when you communicate with us, including but not limited to:

- Details of your visits to the Sites, including traffic data, location data, logs and other communication data;
- Information about your computer and mobile device, and internet connection, including your IP address, operating system, and browser type; and
- Interactivity with an e-mail, including opening, navigating, and click-through information.

#### **From Third Parties, including but not limited to:**

- Data analytics providers for the purpose of receiving statistical data about your activity on our Sites;
- Social media networks for the purpose of collecting certain of your social media profile information and activity, including your screen names, profile picture, contact information, contact list, and the profile pictures of your contacts, through the social media platform;
- Service providers, including but not limited to internet service providers, fraud prevention services, and related partners; and
- Public sources, including local, state, and federal government agencies and departments, to facilitate your use of the Sites, and to provide you with our Services.

#### **How Do We Use Your Information?**

We use the personal information outlined in [What Type of Information Do We Collect About You](#) for a variety of business and commercial purposes, including but not limited to:

- Provide the Sites to you;
- Provide the Services you have requested;
- Conduct business dealings with you;
- Fulfill a transaction you requested or service your policy;
- Handle a claim;
- Create and manage your account;
- Operate the Sites, including access management, payment processing, Site administration, internal operations, troubleshooting, data analysis, testing, research, and for statistical purposes;
- Respond to your requests, feedback, or inquiries;
- Comply with laws, regulations, and other legal requirements;
- Comply with relevant industry standards and our policies;
- Protect and enforce your rights and the rights of other users against unlawful activity, including identity theft and fraud;
- Protect and enforce our collective rights arising under any agreements entered between Mother Lode and you or any other Third Party;
- Protect the integrity and maintain security of our Sites and Services;
- Operate, evaluate, and improve our business; and
- Deliver content tailored to your interests and the way you use the Sites;
- Present content in a manner that is optimized for your device;
- Measure and analyze the effectiveness of the Sites and Services we provide to you.

#### **How Do We Disclose Your Personal Information?**

We do not sell your personal information or share your personal information for cross-context behavioral advertising. We may, however, disclose personal information referenced in [What Type of Information Do We Collect About You](#) with others for a variety of business and commercial purposes, including:

- **With your consent.** We may disclose your personal information with your consent. We may obtain your consent in writing; online, through “click-through” agreements; when you accept the terms of use on our Sites; orally, either in person or on the phone; or by other means.
- **In a business transfer.** We may disclose your personal information as part of a corporate business transaction, such as a merger or acquisition, joint venture, corporate reorganization, financing, or sale of company assets, or in the unlikely event of insolvency, bankruptcy, or receivership, in which such information could be transferred to Third Parties as a business asset in the transaction.

- **To non-affiliated third parties, such as service providers and contractors.** We may disclose your personal information with other parties, such as service providers and contractors, to facilitate your access and use of our Sites and Services, including but not limited to internet service providers, data analytics providers, governmental entities, operating systems and platforms, social media networks, and service providers who provide us a service (e.g., credit / debit card processing, billing, shipping, repair, customer service, auditing, debugging to identify and repair errors that impair existing intended functionality on our Sites or Services, and/or protecting against malicious, deceptive, fraudulent, or illegal activity).
- **To subsidiaries and affiliates.** We may disclose your personal information with our Mother Lode subsidiaries and affiliates to further facilitate your use of our Sites and Services, and to ensure the smooth and consistent operations of Mother Lode by identifying and repairing errors that impede intended functionality and to protect against malicious, deceptive, fraudulent, or illegal activity.
- **For legal process and protection.** We may disclose your personal information to satisfy any law, regulation, legal process, governmental request, or where we have a good faith belief that access, use, preservation or disclosure of such information is reasonably necessary to:
  - Enforce or apply agreements, or initiate, render, bill, and collect for Services;
  - Protect our rights or interests, property or safety or that of others;
  - In connection with claims, disputes, or litigation - in court or elsewhere;
  - Protect users of our Sites and Services and other carriers or providers from fraudulent, abusive, or unlawful use of, or subscription to, such services; and
  - Facilitate or verify the appropriate calculation of taxes, fees, or other obligations due to a local, state, or federal government.

### [Links To Third Party Sites](#)

Our Sites may contain links to Third Party websites and services. Please note that these links are provided for your convenience and information, and the websites and services may operate independently from us and have their own privacy policies or notices, which we strongly suggest you review. This Notice applies to our Sites only, and we do not accept any responsibility or liability for the policies or practices of any Third Parties.

### [Third Party Tracking / Do Not Track](#)

Our Sites may, from time to time, collect information about your online activities, over time and across our different Sites. When you use our Sites, third parties may also collect information about your online activities, over time and across different internet websites, online or cloud computing services, online applications, or mobile applications. Some browsers support a “Do Not Track” feature, which is intended to be a signal to websites that you do not wish to be tracked across different websites you visit. Our Sites do not currently change the way they operate based upon detection of a “Do Not Track” or similar signal.

### [Social Media Integration](#)

Our Sites and/or Services may, from time to time, contain links to and from social media platforms. You may choose to connect to us through a social media platform, such as Facebook or Twitter. When you do, we may collect additional information from or about you, such as your screen names, profile picture, contact information, contact list, and the profile pictures of your contacts, through the social media platform. Please be advised that social media platforms may also collect information from you. We do not have control over the collection, use and sharing practices of

social media platforms. We therefore encourage you to review their usage and disclosure policies and practices, including their data security practices, before using the social media platforms.

### How Do We Store and Protect Your Personal Information?

Although no system can guarantee the complete security of your personal information, we take all commercially reasonable steps to ensure your personal information is protected in alignment with all applicable laws and regulations, as appropriate to the sensitivity of your personal information.

### How Long Do We Keep Your Personal Information?

We keep your personal 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. If we dispose of your information, we will do so in a way that is secure and appropriate to nature of the information subject to disposal.

### Cookies and Related Technology

We may use browser cookies, beacons, pixel tags, scripts, and other similar technologies from time to time to support the functionality of our Sites and Services. A cookie is a piece of information contained in a very small text file that is stored in your Internet browser or elsewhere on your hard drive. Cookies are transferred from our Sites to your computer, phone or tablet, and allow us to identify your device whenever you return to our Sites. These technologies provide a better experience when you use our Sites and Services, and allow us to improve our services. We may also use analytic software, such as Google Analytics and others, to help better understand how our Sites function on your device(s) and for other analytical purposes. To learn more about how Google uses data when you use our Sites, see [How Google uses data when you use our partners' sites or apps](#). You can opt-out of Google Analytics by installing Google's opt-out browser add-on here <https://tools.google.com/dlpage/gaoptout>.

Below is an overview of the types of cookies and related technology we deploy, and your choices.

**Browser Cookies.** A browser cookie is a small file placed on the hard drive of your computer. That cookie then communicates with servers, ours or those of other companies that we authorize to collect data for us and allows recognition of your personal computer. You may use the tools available on your computer or other device(s) to set your browser to refuse or disable all or some browser cookies, or to alert you when cookies are being set. However, if you refuse or disable all browser cookies, you may be unable to access certain parts or use certain features or functionality of our Sites. Unless you have adjusted your browser settings so that it refuses all cookies, we may use cookies when you direct your browser to our Sites.

**Beacons.** Our Sites and e-mails may contain small electronic files known as beacons (also referred to as web beacons, clear GIFs, pixel tags and single-pixel GIFs) that permit us to, for example, to count users who have visited those pages or opened an e-mail and for other website-related statistics. You may use the tools in your device to disable these technologies as well.

**Third Party Technology.** Our service providers may also use cookies and beacons to collect and share information about your activities both on our Sites and on other websites and applications. In addition, third parties that are unaffiliated with us may also collect information about you, including tracking your browsing history, when you use our Sites. We do not have control over these third-party collection practices. If you wish to minimize these third-party collections, you can adjust the settings of your browsers or install plug-ins and add-ins.

**Your Choices.** You may wish to restrict the use of cookies or completely prevent them from being set. Most browsers provide for ways to control cookie behavior, such as the length of time they are stored. If you disable cookies, please be aware that some of the features of our Sites may not function correctly. To find out more on how to manage and delete cookies, visit

www.aboutcookies.org. For more details on your choices regarding use of your web browsing activity for interest-based advertising, you may visit the following sites:

- <http://networkadvertising.org/>
- <http://optout.aboutads.info/>
- <http://youradchoices.com/>

## Your Choices

We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. For California residents, please click [here](#) to understand how to exercise your rights.

- **Right of Correction.** Regardless of where you live, you may submit a request that we correct or update the information we have about you.
- **Right to Change Preferences.** Regardless of where you live, you may change your choices for subscriptions, newsletters, and alerts.
- **Right to Control Advertising and Online Tracking.** Regardless of where you live, you have a right to control how your personal information is tracked online. To learn more about these rights, see [Cookies and Related Technologies](#).
- **Right of Non-Discrimination.** Regardless of where you live, you have a right to exercise your rights under this section free of discrimination. Mother Lode will not discriminate against you in any way if you choose to exercise your rights under this section.

## California Consumer Privacy Act Rights and Disclosures

The following disclosures are made pursuant to the California Consumer Privacy Act, as amended by the California Privacy Rights Act and its implementing regulations ("CCPA").

### Relevant CCPA Definitions

Term	Definition
<b>Personal information</b>	Information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, to you or your household.
<b>Sensitive personal information</b>	Personal information that reveals your social security number, driver's license number, state identification card, passport number, account log-in and password, financial account and password, debit or credit card number and access code, precise geolocation information, race, ethnic origin, citizenship or immigration status, religious or philosophical beliefs, union membership, the content of your mail, email or texts other than those communications with us, genetic data, neural data, biometric information, health information, and information that concerns your sex life or sexual orientation.
<b>Sell, sale, or sold</b>	Selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by other means, your personal information to a third party for monetary or other valuable consideration.

<b>Share, shared, or sharing</b>	Sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, your personal information to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration, including transactions between us and a third party for cross-context behavioral advertising for our benefit in which no money is exchanged.
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### Summary of Categories of Personal Information Collected and Disclosed

Below is a summary of the categories of personal information we have collected from and about you in the twelve months preceding the date this Notice was last updated. Also included in this description is personal information about: (1) why the personal information is collected and used; (2) whether the information is “sold” or “shared” to third parties; (3) whether the information is disclosed for a business purpose to third parties; (4) whether the information includes “sensitive personal information”; and (5) a description of how long we may keep your information. To learn more about the personal information we will collect on an ongoing basis, please see our [Notice at Collection](#) above.

### Categories of Personal Information:

- **Identifiers (Includes Sensitive Personal Information):** Includes personal information such as your name, alias, postal address, and telephone number, unique online identifier, social media handle, IP address, username and password, email address, account name and/or account number, social security number, driver’s license number, passport number or state identification number.
- **Physical Characteristics (Includes Sensitive Personal Information):** Includes personal information such as your race, sex, age and ethnicity.
- **Financial Information (Includes Sensitive Information):** Includes personal information such as bank account number, credit card number, debit card number, insurance policy number or other financial information.
- **Internet or other Electronic Network Activity Information:** Includes personal information such as browser type and version, browser settings, operating systems and platform, device type, operating information, mobile carrier, page response time and download errors.
- **Commercial Information:** Includes personal information such as records of products or services purchased, obtained, or considered.
- **Biometric Information (Includes Sensitive Personal Information):** Includes personal information such as fingerprints, and voice recordings.
- **Professional and Educational Information:** Includes your work history, salary history, and education history.
- **Audio, Electronic, Visual, Thermal, and Related Information:** Includes personal information such as photographs, video recordings, or recorded messages.
- **Geolocation:** Such as zip code and time zone.

### Category Disclosure Information

Disclosure	Categories	Description
How do we collect this information?	Identifiers*	We collect this personal information directly from you or automatically from your device(s). We also may collect this personal information from third parties such as service providers and government agencies.
	Physical Characteristics*	We collect this personal information directly from you. We also may collect this personal information from other parties, such as service providers.
	Financial Information*	



	Internet or other Electronic Activity Information	We collect this personal information directly from you or automatically from your device(s). We also may collect this personal information from other parties such as service providers.
	Commercial Information	
	Biometric Information*	
	Professional and Educational Information*	We collect this personal information directly from you. We also may collect this personal information from other parties such as service providers and government agencies.
	Audio, Electronic, Visual, and Related Information	We collect this personal information directly from you or automatically from your device(s). We also may collect this personal information from other parties such as service providers.
Does this include sensitive personal information?	<p>The categories of sensitive personal information we collect include social security number, driver's license number, passport number, racial or ethnic origin, health information, bank account number, credit card number, debit card number, or any other financial information with a required access or security code, password, or credentials.</p> <p>*Denotes which categories may include sensitive personal information.</p> <p>We do not process your sensitive personal information other than for the purposes permitted under the CCPA, such as providing the Sites to you, providing the Services you requested, fulfilling a transaction you requested or servicing your policy.</p>	
Is the information "sold" or "shared"?	No. To the extent any Mother Lode affiliated entity has a different practice, it will be stated in the applicable privacy notice posted for the particular affiliated entity.	
What is our business purpose for collecting your information?	See <a href="#">How Do We Use Your Personal Information</a> above.	
Who do we disclose this information to?	See <a href="#">How Do We Share Your Personal Information</a> above.	
How long do we keep the information?	We keep your personal information for so long as is reasonably necessary and proportionate to the original purpose for which we collected the personal information. We base our criteria in determining appropriate retention periods on regulatory and legal requirements, contractual requirements, business needs, and the expectations of you.	

#### Notice of Disclosure for a Business Purpose

To learn more about the categories of personal information we have disclosed for a business purpose about California residents over the last twelve months, including the categories of parties with whom we have disclosed that personal information, please see [What Type of Personal Information Do We Collect About You](#) and [How Do We Share Your Personal Information](#).

### Notice of Sale or Sharing

We do not sell or share personal information as defined under the CCPA, nor have we sold or shared such personal information 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 notice posted for the particular affiliated entity.** We have no actual knowledge of selling or sharing the personal information of minors under the age of 16.

### Your Rights

Under CCPA and its implementing regulations, you have a **Right to Know**, **Right to Correct**, **Right to Delete**, and **Right to Non-Discrimination**. We do not offer a right to opt out of sale or sharing or limit the use and disclosure of sensitive personal information because we do not sell or share your personal information or use your sensitive personal information other than for permitted purposes under the CCPA. We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. Please note that for some of these rights, such as the Right to Know, Right to Correct, and Right to Delete, we will verify your identity before we respond to your request. To verify your identity, we will generally match the identifying personal information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information related to your rights request, 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.

- **Right to Know.** You have a right to confirm whether we are processing your personal information and ask that we disclose to you the categories and specific pieces of personal information we have collected about you including a description of the categories of sources from which we have collected that personal information, the business or commercial purpose for collecting or sharing that information, and the categories of third parties to whom we have disclosed that personal information. You have the right to receive this information in a format, to the extent technically feasible, that is portable, usable, and allows you to transmit the personal information to a person without impediment. You may submit this request by [clicking here](#) or by calling 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf.
- **Right to Correct.** You have a right to ask that we correct your personal information, subject to appropriate legal exceptions. You may submit this request by [clicking here](#) or by calling 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf.
- **Right to Delete.** You have a right to ask that we delete your personal information, subject to appropriate legal exceptions. You may submit this request by [clicking here](#) or by calling 1-877-626-0668. You may also designate an authorized agent to submit a request on your behalf.
- **Right of Non-Discrimination.** You have a right to exercise your rights under this section free of discrimination. Mother Lode will not discriminate against you in any way if you choose to exercise your rights under this section.

### Authorized Agents

If permitted or required by applicable law, you may exercise your privacy rights through an authorized agent. If we receive your request from an authorized agent, we may ask for evidence that you have provided such agent with a power of attorney or that the agent otherwise has valid written authority to submit requests to exercise rights on your behalf. If you are an authorized agent seeking to make a request, please submit the [Authorized Agent Form](#).



## California Minors

If you are a California resident under the age of 18, California Business and Professions Code § 22581 permits you to request and obtain removal of content or information you have publicly posted on any of our Sites. To make such a request, please send an email with a detailed description of the specific content or information to [privacy@mlhc.com](mailto:privacy@mlhc.com). Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and there may be circumstances in which the law does not require or allow removal even if requested.

## Children

Our Sites and Services are not intended for children under the age of 18. This includes any links to other websites that we provide for our convenience. We do not knowingly collect personal information of children for any reason.

## International Jurisdictions

Our Sites and Services are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Sites or Services 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 personal information in accordance with this Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Sites and Services, and your agreements with us. Any persons accessing our Sites or Services from any jurisdiction with laws or regulations governing the use of the Internet, including the collection, use, or disclosure of information, different from those of the jurisdictions mentioned above may only use the Sites or Services in a manner lawful in their jurisdiction. If your use of the Sites or Services would be unlawful in your jurisdiction, you may not use the Sites or Services.

## Accessibility

We are committed to making our content accessible and user friendly to everyone. To request a copy of this Notice in an alternative format, please contact us at [accessibility@mlhc.com](mailto:accessibility@mlhc.com) or 1-877-626-0668.

## Changes To Our Privacy Notice

We may change this Notice from time to time. Any and all changes will be reflected on this page, and where appropriate provided in person or by another electronic method. The effective date will be stated at the top of this Notice. You should regularly check this page for any changes to this Notice.

**YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH THE SITES OR SERVICES, OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THE UPDATED NOTICE HAS BEEN POSTED WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS NOTICE.**

## Contact Us

If you have any questions, please contact us at [privacy@mlhc.com](mailto:privacy@mlhc.com) or by calling 1-877-626-0668.

## 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.

Placer Title 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 Insurance Agency of Utah  
Premier Title Agency  
North Idaho Title Insurance Co.  
Texas National Title  
Western Auxiliary Corp.  
Wyoming Title and Escrow Co.  
Wisconsin Title Closing Service, Inc.

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., 185 Fulweiler Avenue, Auburn, CA 95603 or [privacy@mlhc.com](mailto:privacy@mlhc.com).