TOWN OF JACKSON
PLANNING & BUILDING DEPARTMENT

TRANSMITTAL MEMO

Town of Jackson
- ☒ Public Works/Engineering
- ☒ Building
- ☒ Title Company-*Wyoming Title & Escrow*
- ☒ Town Attorney
- ☒ Police

Joint Town/County
- ☒ Parks and Recreation
- ☒ Pathways

Teton County
- ☐ Planning Division
- ☐ Engineer
- ☒ Surveyor- *Nelson*
- ☐ Assessor
- ☐ Clerk and Recorder
- ☐ Road and Levee
- ☒ Housing Authority

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: March 10, 2016

Item #: P16-030

Planner: Paul Anthony

Phone: 733-0440 ext. 1303

Fax: 734-3563

Email: panthony@ci.jackson.wy.us

Owner:
Teton County Housing Authority
PO Box 714
Jackson, WY 83001

Applicant:
Jorgensen Associates, PC
Attn: Kenneth G Magrath
PO Box 9550
Jackson, WY 83002
307-733-5150
kmagrath@jorgeng.com

REQUESTS:

The applicant is requesting a Final Plat for Subdivision for the property located at 260 Scott Lane (The Grove Condominiums Phase 2) legally known as PT NW1/4SW1/4, SEC 33, TWP 41, RNG 116. ADJUSTED PARCEL A.

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

Please respond by: March 24, 2016 (for sufficiency)
March 31, 2016 (with comments)

RESPONSE: For Departments not using Trak-it, please send responses via email to:
jcarruth@ci.jackson.wy.us

TABLE OF CONTENTS
FINAL PLAT APPLICATION PACKET

THE GROVE CONDOMINIUMS PHASE TWO
ADDITION TO THE TOWN OF JACKSON

A Portion of the NW1/4SW1/4 Section 33 within Township 41 North, Range 116 West, 6th P.M.,
Town of Jackson, Teton County, Wyoming
Submittal Date March 10, 2016
Prepared By: Jorgensen Associates, P.C. (Project 06070.07.16)

1. **COVER LETTER (12 copies)**
2. **APPLICATION DOCUMENTS**
   a. Final Plat Application (Standard Town of Jackson Checklist Not Included)
   b. Fees for Subdivision Application
   c. Proof of Publication of Notice of Intent to Subdivide
3. **PLAT**, 2 full-sized copies, 24”x36” (provided separately) and 10 reduced-size, 11”x17” copies
   Additional full-sized copies (24”x36”) will be provided upon request.
4. **TITLE COMMITMENTS & PROOF OF OWNERSHIP**
   a. Commitment for Title Insurance TETON COUNTY HOUSING AUTHORITY dated February 29, 2016 Schedule A & Schedules B with pertinent notes. Supporting documents.
   b. Proof of Ownership - Latest deeds to property being subdivided.
      - Warranty Deed from Town of Jackson, Wyoming, a Wyoming municipal corporation of the State of Wyoming to Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming recorded in Book 787 of Photo, pages 739-740
      - Map of Survey titled Minor Boundary Adjustment between Properties of Teton County Housing Authority recorded as Map T-58D (reduced-size copy provided)
      - Affidavit of Acknowledgement and Acceptance of Boundary Adjustment of Parcels Owned by Teton County Housing Authority recorded in Book 869 of Photo, pages 746-748
5. **ADDITIONAL INFORMATION**
   a. Subdivision Closure of exterior boundary
   b. The Grove Development Agreement (in lieu of Subdivision Improvement Agreement
   c. School and Park Exactions – calculations
   d. Evidence of disposition of water rights
6. **DOCUMENTS TO BE RECORDED CONCURRENT WITH PLAT**
   a. Condominium Declaration for the Grove Condominiums
   b. Affidavit of Acknowledgment and Acceptance of Plat by Mortgage Holders
   c. Declaration of Easement Access, Utilities and Drainage--Adjusted Tract 18A
   d. Declaration of Easement Access, Utilities and Drainage--Adjusted Parcel B
   e. Declaration of Easement Access, Utilities and Drainage-- Adjusted Parcel A
   f. Special Restrictions for Affordable Housing Located at The Grove Phase Two
   g. Special Restrictions for Employment-Based Housing Located at The Grove Phase 2

JORGENSEN
It's About People, Trust and Know How

PO Box 9550 · 1315 HWY 89 S., Suite 201
Jackson, WY 83002
PH: 307.733.5150
| www.jorgeng.com

March 10, 2016

Mr. Tyler Sinclair
Planning Director
Town of Jackson
HAND DELIVERED

Re: Final Plat Applications:
The Grove Condominiums Phase Two Addition to the Town of Jackson,
a subdivision of Adjusted Parcel A as depicted on Map T-58D

Dear Tyler,

Please find attached the following:

- Final Plat Application for the proposed The Grove Condominiums Phase Two Addition to the Town of Jackson (executed original) including all relevant documents;
- Jorgensen Associates, PC check no. 42946 in the amount of $1,000 for the plat application fee; and
- 12 copies of the proposed Final Plat (2 full-sized and 10- reduced-sized)

This application is in substantial conformance with all relevant development plans as shown in the Certificate of Approval on the plat.

This application complies with Section 8.5.3. Subdivision Plat, Section 7.2 Subdivision Standards, and all other relevant standards of the Teton County Land Development Regulations and/or Town of Jackson Ordinances.

State Plane coordinates are not being provided on this plat due to a local coordinate system having been employed for this project. However, ties are shown to the West Quarter Corner of Section 33 which is a Teton County control point. A conversation with Rich Greenwood confirmed this information is adequate to meet the requirement of providing State Plane coordinates for the subdivision.

Should you have any question or concerns regarding this application, please do not hesitate to contact me.

Best Regards,
JORGENSEN ASSOCIATES, P.C.

Kenneth Magrath

Kenneth Magrath
Wyoming Professional Land Surveyor 8469

Enclosures
H:\2007\07134\01\DOCS\Final Plat Applications\Ltr Trans Final Plat TOJ 05-20-08.doc

PLANNING PERMIT APPLICATION

Planning & Building Department
Planning Division

150 E Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

ph: (307) 733-0440
fax: (307) 734-3563
www.townofjackson.com

For Office Use Only

Fees Paid_____

Check # _____ Credit Card_____ Cash_____

Application #s _____ _____ _____

PROJECT.

Name/Description: The Grove Condominiums Phase Two Addition to the Town of Jackson

Physical Address: 260 Scott Lane Jackson, WY

Lot, Subdivision: Adjusted Parcel A (Map T-58D) PIDN: 22-41-16-33-3-00-039

OWNER.

Name: Teton County Housing Authority Phone: 307-732-0867

Mailing Address: P.O. Box 714 Jackson, WY ZIP: 83001

E-mail: sstoker@tetonwyo.org

APPLICANT/AGENT.

Name: JorgensenAssociates, P.C. Attn: Kenneth G. Magrath Phone: 307-733-5150

Mailing Address: P.O. Box 9550 Jackson, WY ZIP: 83002

E-mail: kmagrath@jorgeng.com

DESIGNATED PRIMARY CONTACT.

_____Owner X Applicant/Agent

TYPE OF APPLICATION. *Please check all that apply; see Fee Schedule for applicable fees.*

Use Permit

_____Basic Use

_____Conditional Use

_____Special Use

Physical Development

_____Sketch Plan

_____Development Plan

Interpretations

_____Formal Interpretation

_____Zoning Compliance Verification

Relief from the LDRs

_____Administrative Adjustment

_____Variance

_____Beneficial Use Determination

_____Appeal of an Admin. Decision

Development Option/Subdivision

_____Development Option Plan

X Subdivision Plat

_____Boundary Adjustment (replat)

_____Boundary Adjustment (no plat)

Amendments to the LDRs

_____LDR Text Amendment

_____Zoning Map Amendment

_____Planned Unit Development

PRE-SUBMITTAL STEPS. *Pre-submittal steps, such as a pre-application conference, environmental analysis, or neighborhood meeting, are required before application submittal for some application types. See Section 8.1.5, Summary of Procedures, for requirements applicable to your application package. If a pre-submittal step is required, please provide the information below. If you need assistance locating the project number or other information related to a pre-submittal step, contact the Planning Department.* ***If this application is amending a previous approval, indicate the original permit number.***

Pre-application Conference #: P05-063, P06-019, P06-020, P13-038 Environmental Analysis #: _____

Original Permit #: P06-091, P11-013, P13-063, P13-064, P15-036, P15-074 Date of Neighborhood Meeting: _____

SUBMITTAL REQUIREMENTS. *Twelve (12) hard copies and one (1) digital copy of the application package (this form, plus all applicable attachments) should be submitted to the Planning Department.. 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.*

Have you attached the following?

X **Application Fee.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.

_____ **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. If the owner is a partnership or corporation, proof that the owner can sign on behalf of the partnership or corporation is also required. Please see the Letter of Authorization template in the Administrative Manual for a sample.

_____ **Response to Submittal Checklist.** All applications require response to applicable review standards. These standards are outlined on the Submittal Checklists for each application type. If a pre-application conference is held, the Submittal Checklists will be provided at the conference. If no pre-application conference is required, please see the Administrative Manual for the applicable Checklists. The checklist is intended as a reference to assist you in submitting a sufficient application; submitting a copy of the checklist itself is not required.

FORMAT.

The main component of any application is demonstration of compliance with all applicable Land Development Regulations (LDRs) and Resolutions. The submittal checklists are intended to identify applicable LDR standards and to outline the information that must be submitted to sufficiently address compliance with those standards.

For some submittal components, minimum standards and formatting requirements have been established. Those are referenced on the checklists where applicable. For all other submittal components, the applicant may choose to make use of narrative statements, maps, drawings, plans and specifications, tables and/or calculations to best demonstrate compliance with a particular standard.

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.

Stacy A. Stoker — 3-10-16

Signature of Owner or Authorized Applicant/Agent — Date

Stacy A. Stoker on behalf of Teton County Housing Authority — Executive Director

Name Printed — Title

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 February 10, 2016

Kevin Olson

Subscribed in my presence and sworn to before me this 17 Day of Feb., 2016.

Kathleen M. Godines

KATHLEEN M. GODINES
COUNTY OF TETON
STATE OF WYOMING
MY COMMISSION EXPIRES Jan. 12, 2020

NOTARY PUBLIC

Fee for publication $ 100.10 Charge to the following:

Account No: 12850 Name: Jorgensen Associates

Address: PO Box 9550 Jackson WY 83002

LEGAL NOTICE
NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with §18-5-306 Wyoming Statutes, the Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to Wyoming Statute 15-10-116 as amended, 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 affordable housing condominium subdivision contains 24 units on 1.34 acres. The subdivision boundary is identical with Adjusted Parcel A depicted on Map T-58D, of record in the Office of the Clerk of Teton County, Wyoming and is located in the NW1/4SW1/4 of Section 33, Township 41 North, Range 116 West. The subdivision is located east of Scott Lane, north of Snow King Avenue and west of the Teton County Library.
Publish: 02/10, 02/17/16

CERTIFICATE OF OWNER

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

The undersigned, acting for and on behalf of Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to Wyoming Statute 15–10–116 as amended, owner and proprietor of Adjusted Parcel A, a parcel of record in the Office of the Clerk of Teton County, Wyoming depicted on that Map of Survey No. T–58D entitled MINOR BOUNDARY ADJUSTMENT BETWEEN PROPERTIES OF TETON COUNTY HOUSING AUTHORITY, does hereby certify:

that the lands contained within said Adjusted Parcel A, more particularly described in the Certificate of Surveyor on this plat, are hereby subdivided and that the foregoing subdivision of said lands as shown on this plat is with the free consent and in accordance with the desires of said undersigned owner;

that the name of the foregoing subdivision shall be THE GROVE CONDOMINIUMS PHASE TWO ADDITION TO THE TOWN OF JACKSON;

that the foregoing subdivision is in accord with the Master Plan and Final Development Plan approvals as more specifically detailed in the Certificate of Approval on this plat;

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

that restrictive covenant in that Warranty Deed of record in Book 555 of Photo, pages 246–247;

that Affidavit and Agreement between the Town of Jackson, et al, Relating to a Planned Mixed Use Development Master Plan Pursuant to Ordinance No. 680, Section 2325 of the Town of Jackson Land Development Regulations of record in Book 672 of Photo, pages 751–777;

that Memorandum of Understanding between Teton County, Wyoming and the Town of Jackson in Regards to Funds Appropriated to Town of Jackson from Teton County for the Town of Jackson to Purchase the "Grove" of record in Book 758 of Photo, pages 1034–1039;

that Affidavit and Agreement between the Town of Jackson, et al, Relating to a Planned Mixed Use Development Master Plan Pursuant to Ordinance No. 680, Section 2325 of the Town of Jackson Land Development Regulations of record in Book 795 of Photo, pages 1050–1053;

that Affidavit of Acknowledgement and Acceptance of Boundary Adjustment of record in Book 869 of Photo, pages 746–748;

that Development Agreement of record in Book 873 of Photo, pages 26–34;

that Installation and Service Agreement of record in Book 912 of Photo, pages 815–819;

that the foregoing subdivision shall be made SUBJECT TO the following to be recorded on the same date as this plat in said Office:

the Declaration of Condominium for The Grove Condominiums Phase Two and

the Special Restrictions for Affordable Housing Known As The Grove Condominiums Phase Two;

that the foregoing subdivision has the use and benefit of the following to be recorded on the same date as this plat:

that Access, Drainage, and Utility Easement burdening Adjusted Tract 18A depicted hereon;

that Access, Drainage, and Utility Easement burdening Adjusted Parcel B depicted hereon;

that by said Declaration of Condominium for The Grove Condominiums Phase Two the undersigned owner has granted certain easements in the foregoing subdivision to each owner of a unit of the subdivision, to The Grove Condominiums Phase Two Homeowners' Association, to all providers of utilities to the foregoing subdivision, and to the owners of Adjusted Tract 18A and Adjusted Parcel B located adjacent to the foregoing subdivision and depicted on said Map of Survey of record in said Office as Map T–58D; and further that by said Declaration said owner has reserved certain rights related to easements within the foregoing subdivision.

TETON COUNTY HOUSING AUTHORITY,
a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. 15–10–116 as amended

Stacy A. Stoker, Executive Director
Teton County Housing Authority

The foregoing instrument was acknowledged before me by Stacy A. Stoker, Executive Director of the Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. 15–10–116 as amended, this day of May 2016.

WITNESS my hand and official seal.

Notary Public
My commission expires:

CERTIFICATE OF ENGINEER

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

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

Aaron F. Japel
Wyoming Professional Engineer No. 10240

The foregoing instrument was acknowledged before me by Aaron F. Japel this day of May 2016.

WITNESS my hand and official seal.

Notary Public
My commission expires:

CERTIFICATE OF MORTGAGEE

CONSENT OF MORTGAGEE, FIRST INTERSTATE BANK, BY SEPARATE AFFIDAVIT RECORDED CONCURRENTLY WITH THIS PLAT.

CERTIFICATE OF SURVEYOR

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

I, Kenneth G. Magrath, a Wyoming Professional Land Surveyor, do hereby certify:
that by the authority of the owner of Adjusted Parcel A, a parcel of record in the Office of the Clerk of Teton County, Wyoming depicted on that Map of Survey No. T–58D entitled MINOR BOUNDARY ADJUSTMENT BETWEEN PROPERTIES OF TETON COUNTY HOUSING AUTHORITY, I have subdivided the lands of said parcel as shown on this plat to be known as The Grove Condominiums Phase Two Addition to the Town of Jackson;
that The Grove Condominiums Phase Two Addition to the Town of Jackson is an affordable housing subdivision;
that The Grove Condominiums Phase Two Addition to the Town of Jackson is located within the NW1/4 SW1/4 of Section 33 of Township 41 North, Range 116 West, 6th P.M.,Town of Jackson, Teton County, Wyoming and is identical with said Adjusted Parcel A;
that The Grove Condominiums Phase Two Addition to the Town of Jackson contains an area of 1.34 acres, more or less;
that to the best of my belief and knowledge, the dimensions of the boundary, General Common Elements, Limited Common Elements, and Individual Airspace Units of The Grove Condominiums Phase Two Addition to the Town of Jackson are correctly shown on this plat, and are from data collected during field surveys performed by Jorgensen Associates, P.C. under my direction during 2013 through 2015; and from architectural plans prepared by Stephen Dynia Architects, P.C. of Jackson, Wyoming;
that the BASIS OF BEARING for the survey depicted on this plat is N00°09'57"E on the westerly boundary of NW1/4 SW1/4 Section 33, and was derived by GPS measurement.
that the foregoing subdivision is SUBJECT TO easements, rights–of–way, covenants, conditions, restrictions, reservations, encumbrances, or agreements of sight and/or record, including, but not limited to, those specifically called for in the Certificate of Owner on this plat;
that there are surface water rights appurtenant to the lands of the foregoing subdivision as indicated in the water rights notes on this plat, said rights shall be voluntarily abandoned;
that there are ground water rights appurtenant to the lands of the foregoing subdivision associated with the Town of Jackson water supply system, such rights will be maintained.

Kenneth G. Magrath
Wyoming Professional Land Surveyor No. 8469

The foregoing instrument was acknowledged before me by Kenneth G. Magrath this day of May 2016.

WITNESS my hand and official seal.

Notary Public
My commission expires:

CERTIFICATE OF APPROVAL

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

Pursuant to Section 15–1–415 Wyoming Statutes, and the pertinent Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, THE GROVE CONDOMINIUMS PHASE TWO ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council held on the day of 2016;

SUBJECT TO the condition that the foregoing subdivision is in conformity with, and in compliance with the terms and conditions of the Snow King/Scott Lane Planned Mixed–Use Development (PMD) Master Plan and Final (Major) Development Plan (P06–091) approved by the Jackson Town Council on January 16, 2007 and extended or amended in accordance with the following: that Extension to said Master Plan and Final Development Plan (P11–013) approved by said Council on April 18, 2011 and memorialized in that Affidavit and Agreement of record in the Office of the Clerk of Teton County, Wyoming in Book 795 of Photo, pages 1050–1053; that Amendment to said Master Plan and Final Development Plan (P13–063) approved by said Council on December 16, 2013; that Planned Unit Development (PUD) and Final (Intermediate) Development Plan (P13–064) approved by said Council on December 16, 2013; that Minor Deviation to the Planned Mixed Use Development/Final (Major) Development Plan (PMD/FDP) and Planned Unit Development/Final (Intermediate) Development Plan (PUD/FDP) (P15–036) approved by the Town of Jackson Planning Director on June 5, 2015; and that Minor Deviation to the Planned Mixed Use Development/Final (Major) Development Pan (PMD/FDP) and Planned Unit Development/Final (Intermediate) Development Plan (PUD/FDP) (P15–074) approved by said Planning Director on August 18, 2015.

ATTEST: TOWN OF JACKSON

Olivia Goodale, Clerk Sara Flitner, Mayor

Shawn P. O'Malley, Engineer Tyler Sinclair, Planning Director

The foregoing instrument was acknowledged before me by Sara Flitner, Mayor, this day of May 2016.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Olivia Goodale, Town Clerk, this day of May 2016.

WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Shawn P. O'Malley, Town Engineer, this day of May 2016.

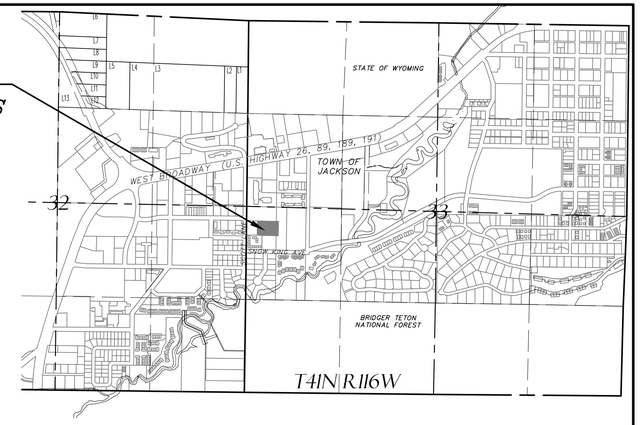
WITNESS my hand and official seal.

Notary Public
My commission expires:

The foregoing instrument was acknowledged before me by Tyler Sinclair, Planning director, this day of May 2016.

WITNESS my hand and official seal.

Notary Public
My commission expires:



0 1000 2000
SCALE: 1 INCH = 1000 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

VICINITY MAP
Section 33, T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

GENERAL NOTES

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER DISTRIBUTION SYSTEM AND SEWAGE COLLECTION AND TREATMENT SYSTEMS. HOWEVER, THE OWNERSHIP OF AND MAINTENANCE RESPONSIBILITY FOR THE WATER DISTRIBUTION SYSTEM AND SEWAGE COLLECTION SYSTEM FOR THIS SUBDIVISION WILL REST WITH THE GROVE CONDOMINIUMS PHASE TWO HOMEOWNERS' ASSOCIATION AS INDICATED IN THE DECLARATION OF CONDOMINIUM FOR THE GROVE CONDOMINIUMS PHASE TWO.

NO PUBLIC MAINTENANCE OF WATER AND SEWER SYSTEMS.

ACCORDING TO PANELS 2906D AND 2907D OF THE TETON COUNTY, WYOMING AND INCORPORATED AREAS FLOOD INSURANCE RATE MAP (FIRM) WITH EFFECTIVE DATE OF SEPTEMBER 16, 2015 PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), THIS SUBDIVISION LIES WITHIN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% (500–YEAR FLOOD) ANNUAL CHANCE FLOODPLAIN.

NO PUBLIC MAINTENANCE OF CANOPY COURT OR TIMBER ROAD. CANOPY COURT AND TIMBER ROAD SHALL BE MAINTAINED BY THE GROVE CONDOMINIUMS HOMEOWNERS' ASSOCIATION. THE TOWN OF JACKSON IS UNDER NO OBLIGATION TO CONSTRUCT, REPAIR, OR MAINTAIN ANY ROADS WITHIN THIS SUBDIVISION.

THE BUILDINGS OF THE FOREGOING SUBDIVISION ARE PROTECTED BY AN APPROVED INTERIOR FIRE SPRINKLER SYSTEM.

UNDER CURRENT TOWN OF JACKSON REGULATIONS, AND THE APPROVED FINAL DEVELOPMENT PLAN, NO FURTHER SUBDIVISION OF THE LANDS OR UNITS OF THIS SUBDIVISION IS ALLOWED.

THE UNITS IN THIS SUBDIVISION ARE PERMANENTLY DEED–RESTRICTED FOR AFFORDABLE HOUSING.

THE FOLLOWING STATEMENT IS INCLUDED ON THIS PLAT IN ACCORDANCE WITH WYOMING STATUTE: "THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE."

WATER RIGHTS NOTES

SURFACE WATER
The lands of THE GROVE CONDOMINIUMS PHASE TWO ADDITION TO THE TOWN OF JACKSON have surface water rights for irrigation purposes that are being detached from said lands by submittal of a Petition for Voluntary Abandonment to the State Board of Control; said rights are as follows:

Lands within the NW1/4SW1/4 of Section 33, Township 41 North, Range 116 West have rights for original supply under the La Plant Ditch, Permit 1404, W. F. Mosser and H. C. Trexler Appropriation, with priority of January 23, 1897.

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

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

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

AREA & UNIT SUMMARY

TOTAL ACREAGE: 1.34 Acres
TOTAL CONDOMINIUM UNITS: 24

LAND USE DISTRICT & ZONING DISTRICT OVERLAYS:

AUTO–URBAN COMMERCIAL ZONING DISTRICT

NO ZONING DISTRICT OVERLAY

LAND USE AND ZONING OVERLAY DISTRICTS ARE SUBJECT TO CHANGE

APPLICANT & OWNER:
Teton County Housing Authority
260 Scott Lane
P.O. Box 714
Jackson, Wyoming 83001
307–732–0867

SURVEYOR & ENGINEER:
Jorgensen Associates, P.C.
1315 Highway 89 S., Ste. 201
P.O. Box 9550
Jackson, Wyoming 83002
307–733–5150

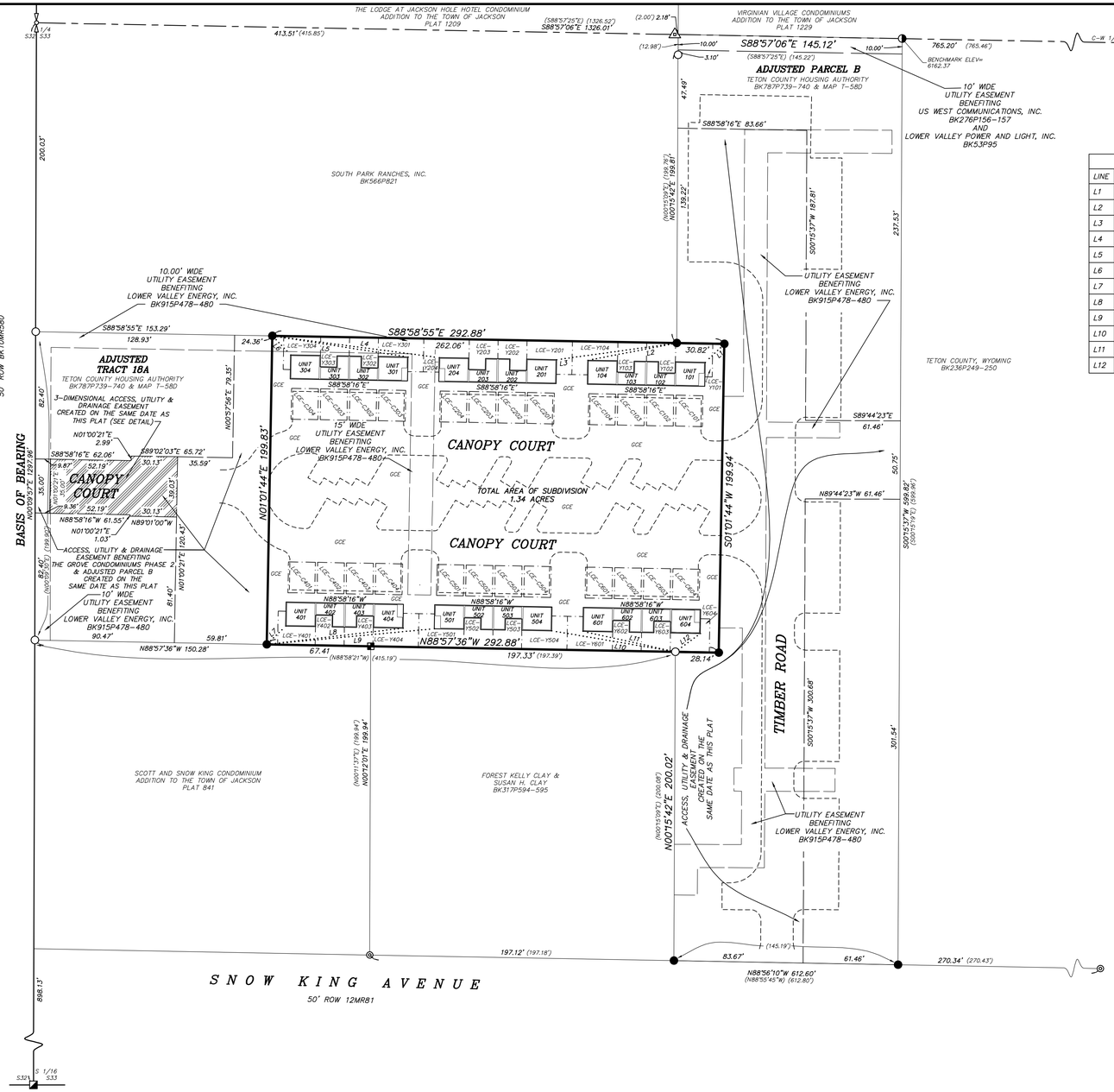
SHEET INDEX

SHEET	TITLE
1	CERTIFICATES, NOTES, LAND USE INFORMATION & VICINITY MAP
2	SUBDIVISION OVERVIEW DETAIL & NOTES
3–8	UNIT & LIMITED COMMON ELEMENTS DETAIL & NOTES

FINAL PLAT
THE GROVE CONDOMINIUMS PHASE TWO ADDITION TO THE TOWN OF JACKSON
(An Affordable Housing Subdivision)
IDENTICAL WITH
ADJUSTED PARCEL A OF MAP T–58D

LOCATED IN THE
NW1/4 of SW1/4 Section 33
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

SHEET 1 OF 8
CERTIFICATES, NOTES, LAND USE INFORMATION & VICINITY MAP



BUILDINGS TIES		
LINE	BEARING	DISTANCE
L1	S46°11'41"W	17.27
L2	S79°03'46"W	58.71
L3	S82°07'25"W	78.63
L4	S82°35'18"E	109.05
L5	S81°08'18"E	88.95
L6	S43°58'35"E	17.15
L7	N46°02'04"E	17.15
L8	N83°11'47"E	88.95
L9	N84°38'47"E	109.05
L10	N80°21'27"W	81.28
L11	N77°31'23"W	61.33
L12	N53°34'25"E	20.02

LEGEND

- 2" diameter steel pipe with 3" diameter brass cap inscribed "RLS 164 1972" with other appropriate markings, found this survey
- 2" diameter steel pipe with 3" diameter brass cap inscribed "RLS 164 1960" with other appropriate markings, found this survey
- 2" diameter steel pipe with 3" diameter brass cap inscribed "U.S. DEPT OF THE INTERIOR BUR. OF LAND MANAGEMENT 1956" with other appropriate markings, found this survey
- 5/8" diameter steel reinforcing bar with 2" diameter aluminum cap inscribed "PLS 3831" found this survey
- 5/8" diameter steel reinforcing bar with 2" diameter aluminum cap inscribed "PLS 5368" with other appropriate markings, found this survey
- 5/8" diameter steel reinforcing bar with 1-1/2" diameter aluminum cap inscribed "PLS 6193 WC 2.0" found this survey
- 5/8" diameter steel reinforcing bar with 1-1/2" diameter aluminum cap inscribed "PE&LS 578" found this survey
- 5/8" diameter steel reinforcing bar with no cap found this survey
- 5/8" diameter steel reinforcing bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 8469" to be set by June 30, 2014
- Boundary, section/sectional subdivision
- Boundary, THE GROVE CONDOMINIUMS PHASE 2 ADDITION TO THE TOWN OF JACKSON
- Boundary, adjoining property
- Boundary, easement, as noted
- S10°20'36"E 360.61' — Measured bearing and distance
- (S10°13'E) (678.94') — Record bearing and distance
- Foundation exterior of building containing condominium units
- 12 — Tie to foundation exterior (see LINE TABLE this sheet)
- Edge of pavement
- S30°57'28"E — Foundation reference bearing; all other lines of the foundation to which the bearing is associated are parallel with or perpendicular to that bearing; for foundation dimensions, see Unit Plan Views, SHEETS 3-8 of this plat
- Unit 202 — Number of a Condominium Unit (a.k.a. Individual Airspace Unit or Unit) contained within the building (General Common Elements) for which a foundation is shown; NOTE: Limits of Units depicted at first floor level only, limits of upper levels of Units extend beyond foundation
- GCE — General Common Elements; portions of this subdivision EXCEPT for Units and Limited Common Elements, as more specifically defined in the Declaration of Condominium for The Grove Condominiums Phase 2
- Boundary, Limited Common Element (LCE) including yards, parking, and balconies; for details of LCE other than yards and parking, see Sheets 3-8
- LCE-C202 — Limited Common Elements - Car Port; those Limited Common Elements, as defined in the Declaration of Condominium for The Grove Condominiums Phase 2, for the exclusive use of a Unit of this subdivision for parking and driveway purposes
- LCE-Y202 — Limited Common Elements - Yard; those Limited Common Elements, as defined in the Declaration of Condominium for The Grove Condominiums Phase 2, for the exclusive use of a Unit of this subdivision for a yard

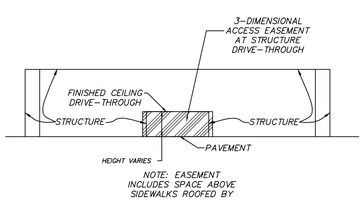
NOTES

SEE SHEETS 3 THROUGH 8 OF THIS PLAT FOR DIMENSIONS OF BUILDINGS (GENERAL COMMON ELEMENTS) CONTAINING CONDOMINIUM UNITS, DIMENSIONS AND LOCATIONS OF CONDOMINIUM UNITS, AND FOR DIMENSIONS OF LIMITED COMMON ELEMENTS APPURTENANT TO SPECIFIC CONDOMINIUM UNITS.

THIS MAP DOES NOT NECESSARILY DEPICT ALL GENERAL COMMON ELEMENT IMPROVEMENTS SUCH AS, BUT NOT LIMITED TO, WALKS, LANDSCAPE AREAS, AND PATHWAYS.

BOUNDARIES OF LIMITED COMMON ELEMENTS DESIGNATED FOR CAR PORTS MAY EXCEED PAVED AREA.

SEE GENERAL NOTES ON SHEET 1 OF THIS PLAT.



DETAIL
3-DIMENSIONAL ACCESS EASEMENT
NOT TO SCALE

SQUARE FOOTAGE OF CONDOMINIUM UNITS:

UNIT 101: 1473 SF	UNIT 401: 1500 SF
UNIT 102: 1186 SF	UNIT 402: 1186 SF
UNIT 103: 1186 SF	UNIT 403: 1186 SF
UNIT 104: 1500 SF	UNIT 404: 1473 SF
UNIT 201: 1500 SF	UNIT 501: 1473 SF
UNIT 202: 1186 SF	UNIT 502: 1186 SF
UNIT 203: 1186 SF	UNIT 503: 1186 SF
UNIT 204: 1473 SF	UNIT 504: 1500 SF
UNIT 301: 1473 SF	UNIT 601: 1500 SF
UNIT 302: 1186 SF	UNIT 602: 1186 SF
UNIT 303: 1186 SF	UNIT 603: 1186 SF
UNIT 304: 1500 SF	UNIT 604: 1473 SF

0 40 80 120
SCALE: 1 INCH = 40 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

FINAL PLAT
THE GROVE CONDOMINIUMS PHASE TWO ADDITION TO THE TOWN OF JACKSON
(An Affordable Housing Subdivision)
IDENTICAL WITH
ADJUSTED PARCEL A OF MAP T-58D

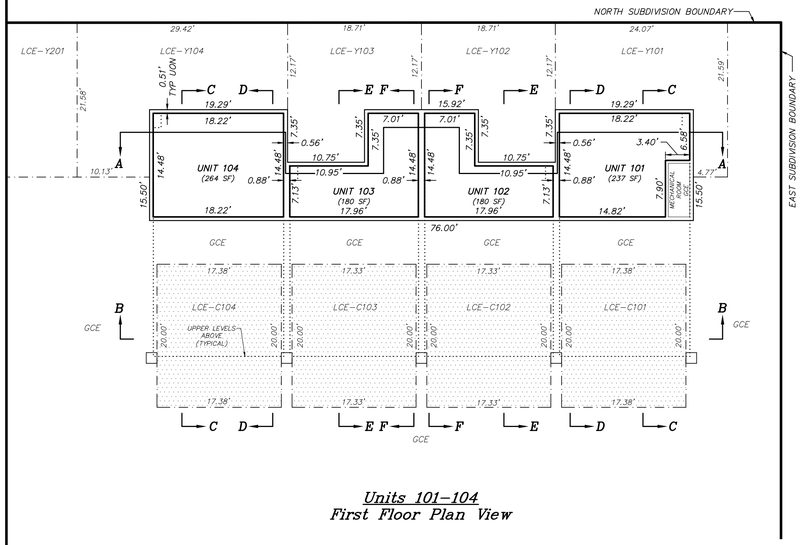
LOCATED IN THE
NW1/4 of SW1/4 Section 33
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

SHEET 2 OF 8
SUBDIVISION OVERVIEW DETAIL & NOTES

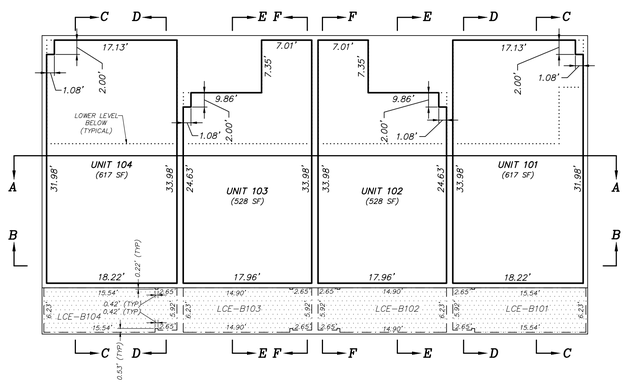
JORGENSEN ASSOCIATES, P.C. P.O. BOX 9550 JACKSON, WYOMING 83002 (307) 733-5150

Prepared By: RHL Map Prepared: March 10, 2016 Project No.: 06070.07.16

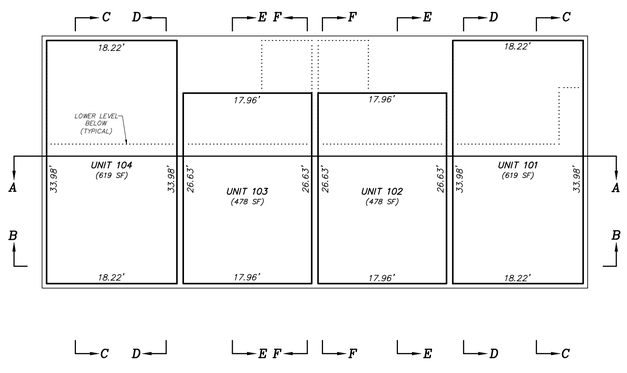
H:\2006\06070\07-Phase 2 Plat\Acad\06070-07-16_FP Grove P2 Overview.dwg



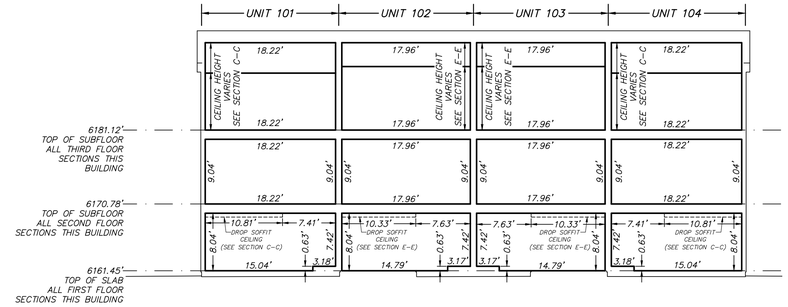
Units 101–104
First Floor Plan View



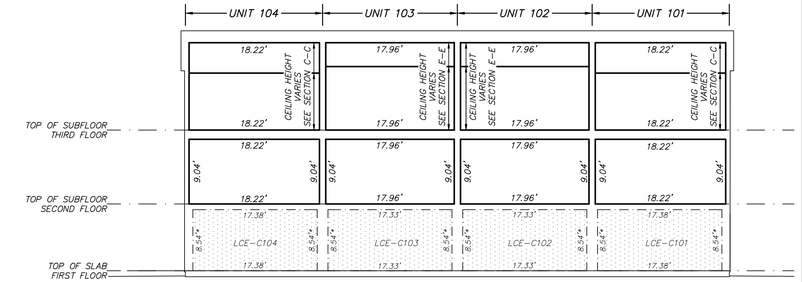
Units 101–104
Second Floor Plan View



Units 101–104
Third Floor Plan View

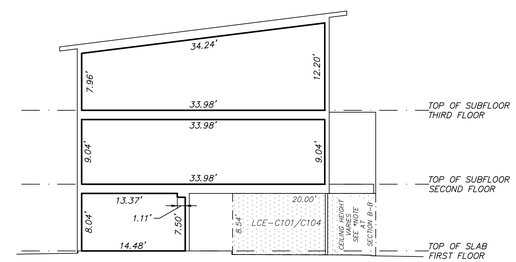


Section A–A
Units 101–104

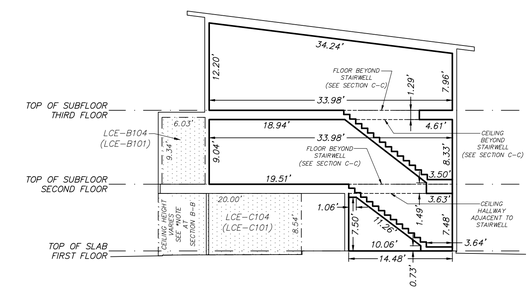


*NOTE: HEIGHT OF CEILING 8.54' AT SIDEWALK. CEILING HEIGHT WILL VARY WITH SLOPE OF PAVEMENT.

Section B–B
Units 101–104

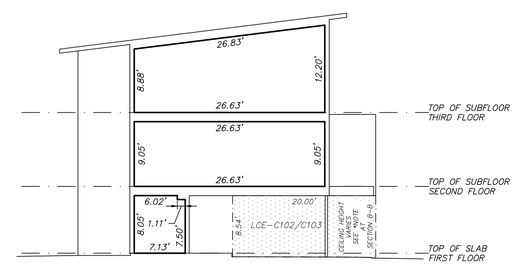


Section C–C
Units 101 & 104

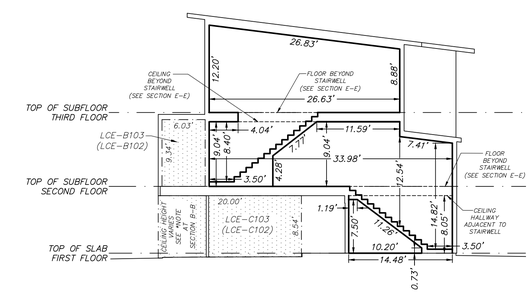


Section D–D
Unit 104

NOTE: UNIT 101 MIRRORS UNIT 104



Section E–E
Units 102 & 103



Section F–F
Unit 103

NOTE: UNIT 102 MIRRORS UNIT 103

SCALE: 1 INCH = 10 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

LEGEND

Unit 101	Number of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for Jackson Hole Golf and Tennis Condominiums)
———	Condominium Unit perimeter wall being the boundary of an Individual Airspace that makes up part, or all of a Condominium Unit (Individual Airspace Unit)
———	Represents an exterior building foundation limit at the first floor level in plan view Represents an exterior building wall face limit at upper floors in plan view
—·—·—	Boundary of Limited Common Elements including yards (in which decks, patios, and walks may be located) and driveways/parking spaces
LCE-C101	Limited Common Elements – Car Port; those Limited Common Elements, as defined in the Declaration of Condominium for The Grove Condominiums Phase Two, for the exclusive use of a Unit for parking and driveway purposes
LCE-Y101	Limited Common Elements – Yard; those Limited Common Elements, as defined in the Declaration of Condominium for The Grove Condominiums Phase Two, for the exclusive use of a Condominium Unit of this subdivision as a yard in which patios/decks/walks may be located
LCE-B101	Limited Common Elements – Balcony/Storage; those Limited Common Elements, as defined in the Declaration of Condominium for The Grove Condominiums Phase Two, for the exclusive use of a Condominium Unit of this subdivision as a balcony or storage unit

NOTES

1. For definition of the terms Condominium Unit, General Common Elements and Limited Common Elements, refer to the Declaration of Condominium for The Grove Condominiums Phase Two to be recorded in the Office of the Clerk of Teton County, Wyoming, contemporaneously with this plat.
2. The plan views and sections shown on this plat were prepared from architectural plans and from surveyed measurements.
3. Measurements to one–hundreth of a foot are for the purposes of correlation and are not necessarily the building tolerances.
4. Plan view building angles are right angles; see Sheet 2 of this plat for bearings of building foundations and ties from building foundations to subdivision lot corners.
5. Base Elevation = 6162.37' for aluminum cap inscribed "PLS 5368" at the northeast corner of Adjusted Parcel B as depicted on the overview map of this subdivision and on that Map of Survey of record in the Office of the Clerk of Teton County, Wyoming as Map T–58D entitled "Minor Boundary Adjustment Between Properties of Teton County Housing Authority."

FINAL PLAT
THE GROVE CONDOMINIUMS PHASE TWO ADDITION TO THE TOWN OF JACKSON (An Affordable Housing Subdivision)
IDENTICAL WITH
ADJUSTED PARCEL A OF MAP T–58D

LOCATED IN THE
NW1/4 of SW1/4 Section 33
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

SHEET 3 OF 8
UNIT & LIMITED COMMON ELEMENTS–UNITS 101 THROUGH 104
DETAIL & NOTES

JORGENSEN ASSOCIATES, P.C. P.O. BOX 9550 JACKSON, WYOMING 83002 (307) 733–5150

Prepared By: RHL Map Prepared: March 10, 2016 Project No.: 06070.07.16

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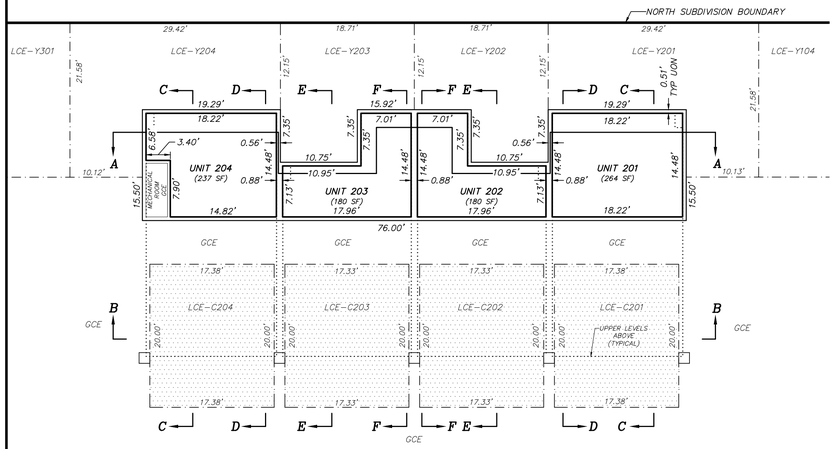
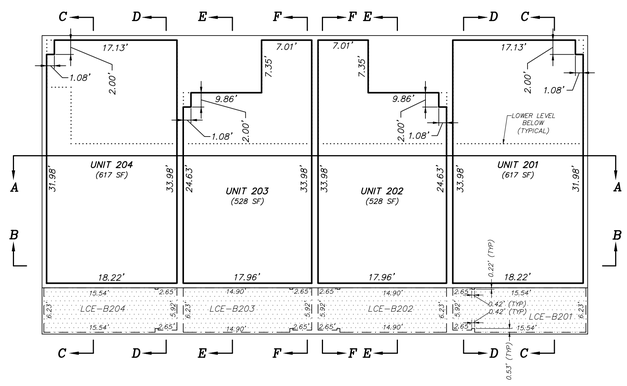
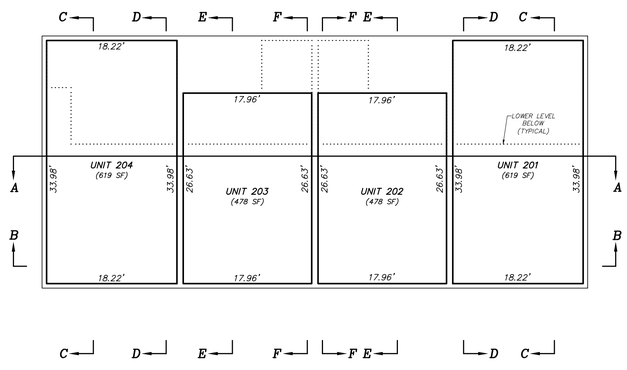


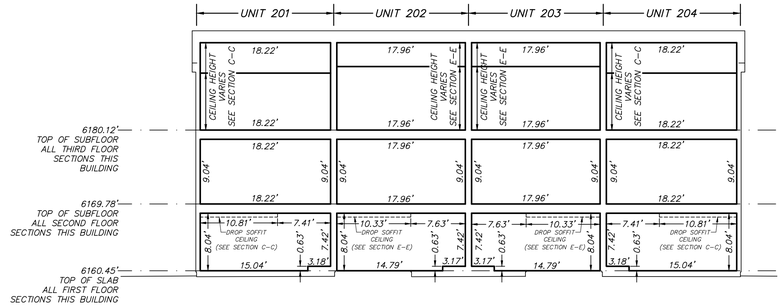
Units 201–204
First Floor Plan View



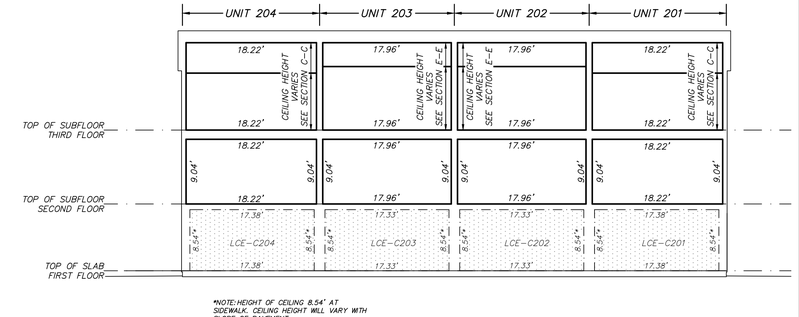
Units 201–204
Second Floor Plan View



Units 201–204
Third Floor Plan View

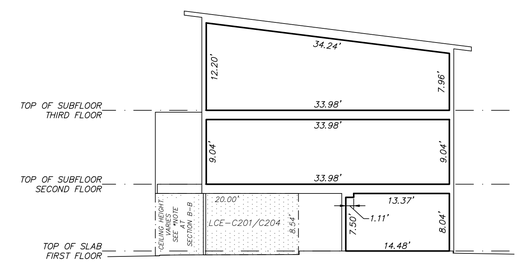


Section A–A
Units 201–204

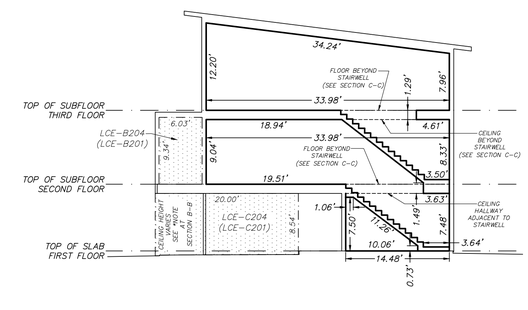


*NOTE: HEIGHT OF CEILING 8.54' AT SIDEWALK. CEILING HEIGHT WILL VARY WITH SLOPE OF PAVEMENT.

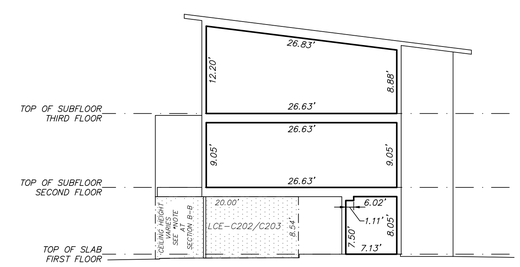
Section B–B
Units 201–204



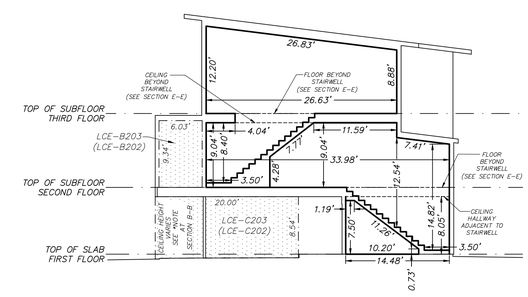
Section C–C
Units 201 & 204



Section D–D
Unit 204
NOTE: UNIT 201 MIRRORS UNIT 204



Section E–E
Units 202 & 203



Section F–F
Unit 203
NOTE: UNIT 202 MIRRORS UNIT 203

SCALE: 1 INCH = 10 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

LEGEND

Unit 201	Number of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for Jackson Hole Golf and Tennis Condominiums)
———	Condominium Unit perimeter wall being the boundary of an Individual Airspace that makes up part, or all of a Condominium Unit (Individual Airspace Unit)
———	Represents an exterior building foundation limit at the first floor level in plan view Represents an exterior building wall face limit at upper floors in plan view
—·—·—	Boundary of Limited Common Elements including yards (in which decks, patios, and walks may be located) and driveways/parking spaces
LCE-C201	Limited Common Elements – Car Port; those Limited Common Elements, as defined in the Declaration of Condominium for The Grove Condominiums Phase Two, for the exclusive use of a Unit for parking and driveway purposes
LCE-Y201	Limited Common Elements – Yard; those Limited Common Elements, as defined in the Declaration of Condominium for The Grove Condominiums Phase Two, for the exclusive use of a Condominium Unit of this subdivision as a yard in which patios/decks/walks may be located
LCE-B201	Limited Common Elements – Balcony/Storage; those Limited Common Elements, as defined in the Declaration of Condominium for The Grove Condominiums Phase Two, for the exclusive use of a Condominium Unit of this subdivision as a balcony or storage unit

NOTES

1. For definition of the terms Condominium Unit, General Common Elements and Limited Common Elements, refer to the Declaration of Condominium for The Grove Condominiums Phase Two to be recorded in the Office of the Clerk of Teton County, Wyoming, contemporaneously with this plat.
2. The plan views and sections shown on this plat were prepared from architectural plans and from surveyed measurements.
3. Measurements to one-hundreth of a foot are for the purposes of correlation and are not necessarily the building tolerances.
4. Plan view building angles are right angles; see Sheet 2 of this plat for bearings of building foundations and ties from building foundations to subdivision lot corners.
5. Base Elevation = 6162.37' for aluminum cap inscribed "PLS 5368" at the northeast corner of Adjusted Parcel B as depicted on the overview map of this subdivision and on that Map of Survey of record in the Office of the Clerk of Teton County, Wyoming as Map T-58D entitled "Minor Boundary Adjustment Between Properties of Teton County Housing Authority."

FINAL PLAT
THE GROVE CONDOMINIUMS PHASE TWO ADDITION TO THE TOWN OF JACKSON (An Affordable Housing Subdivision)
IDENTICAL WITH
ADJUSTED PARCEL A OF MAP T-58D

LOCATED IN THE
NW1/4 of SW1/4 Section 33
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

SHEET 4 OF 8
UNIT & LIMITED COMMON ELEMENTS—UNITS 201 THROUGH 204
DETAIL & NOTES

JORGENSEN ASSOCIATES, P.C. P.O. BOX 9550 JACKSON, WYOMING 83002 (307) 733-5150

Prepared By: RHL Map Prepared: March 10, 2016 Project No.: 06070.07.16

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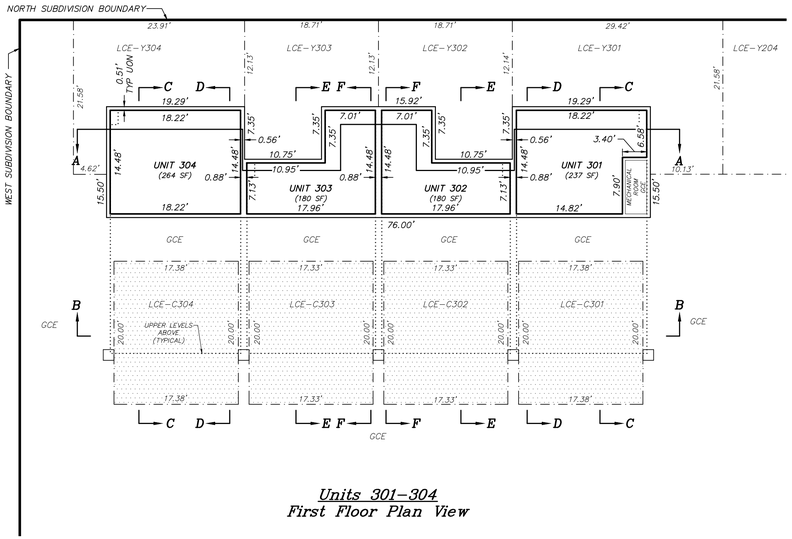
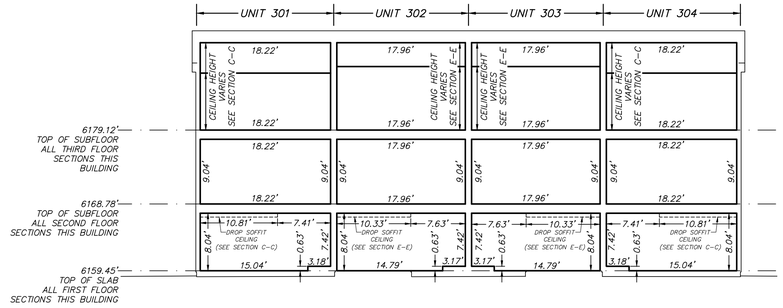
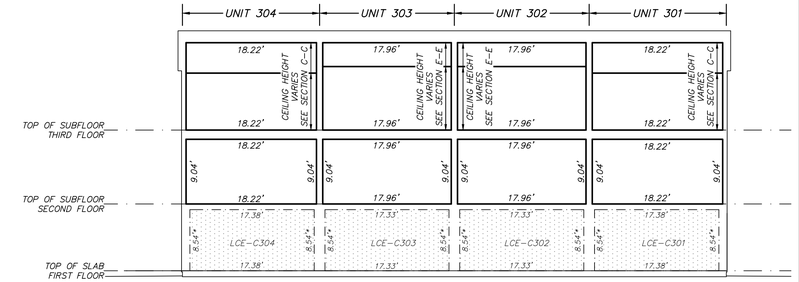


Units 301–304
First Floor Plan View

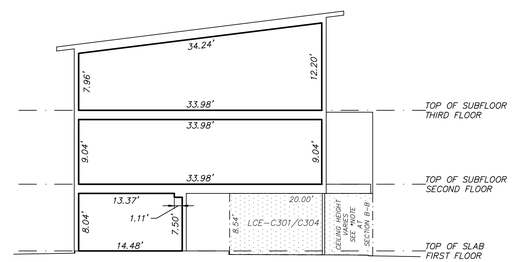


Section A–A
Units 301–304

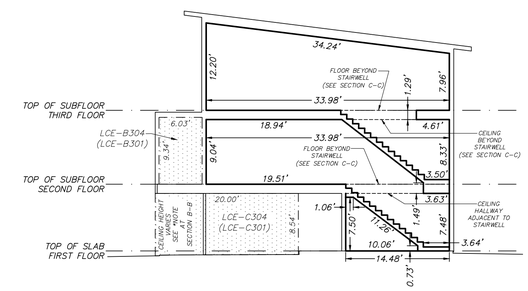


*NOTE: HEIGHT OF CEILING 8.54' AT SIDEWALK. CEILING HEIGHT WILL VARY WITH SLOPE OF PAVEMENT.

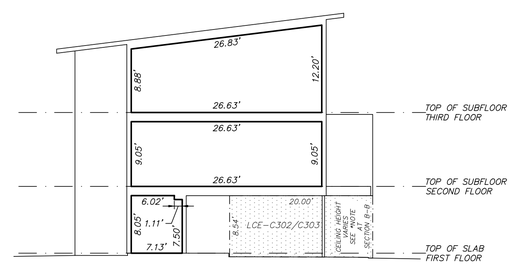
Section B–B
Units 301–304



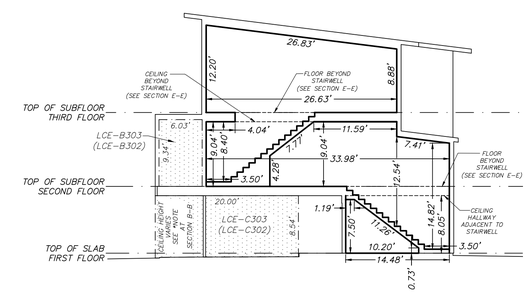
Section C–C
Units 301 & 304



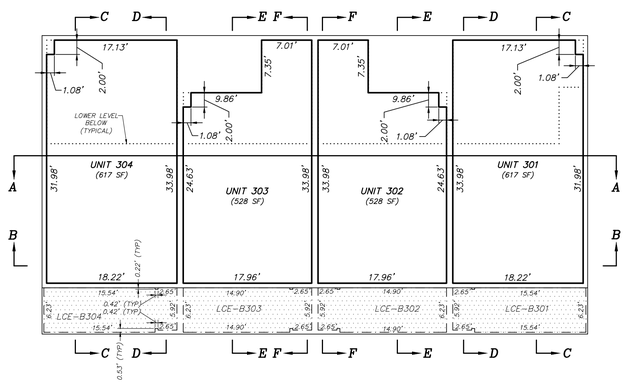
Section D–D
Unit 304
NOTE: UNIT 301 MIRRORS UNIT 304



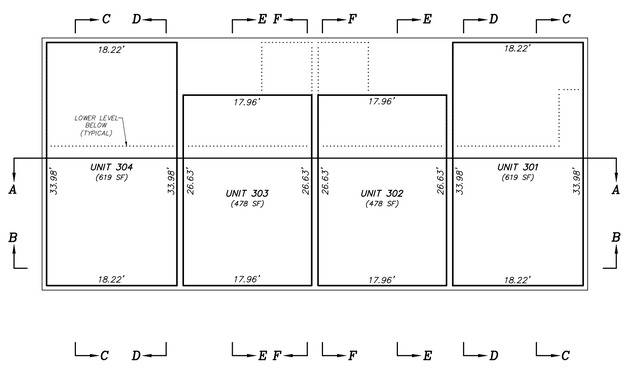
Section E–E
Units 302 & 303



Section F–F
Unit 303
NOTE: UNIT 302 MIRRORS UNIT 303



Units 301–304
Second Floor Plan View



Units 301–304
Third Floor Plan View

SCALE: 1 INCH = 10 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

LEGEND

Unit 301	Number of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for Jackson Hole Golf and Tennis Condominiums)
———	Condominium Unit perimeter wall being the boundary of an Individual Airspace that makes up part, or all of a Condominium Unit (Individual Airspace Unit)
———	Represents an exterior building foundation limit at the first floor level in plan view Represents an exterior building wall face limit at upper floors in plan view
—·—·—	Boundary of Limited Common Elements including yards (in which decks, patios, and walks may be located) and driveways/parking spaces
LCE-C301	Limited Common Elements – Car Port; those Limited Common Elements, as defined in the Declaration of Condominium for The Grove Condominiums Phase Two, for the exclusive use of a Unit for parking and driveway purposes
LCE-Y301	Limited Common Elements – Yard; those Limited Common Elements, as defined in the Declaration of Condominium for The Grove Condominiums Phase Two, for the exclusive use of a Condominium Unit of this subdivision as a yard in which patios/decks/walks may be located
LCE-B301	Limited Common Elements – Balcony/Storage; those Limited Common Elements, as defined in the Declaration of Condominium for The Grove Condominiums Phase Two, for the exclusive use of a Condominium Unit of this subdivision as a balcony or storage unit

NOTES

1. For definition of the terms Condominium Unit, General Common Elements and Limited Common Elements, refer to the Declaration of Condominium for The Grove Condominiums Phase Two to be recorded in the Office of the Clerk of Teton County, Wyoming, contemporaneously with this plat.
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4. Plan view building angles are right angles; see Sheet 2 of this plat for bearings of building foundations and ties from building foundations to subdivision lot corners.
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FINAL PLAT
THE GROVE CONDOMINIUMS PHASE TWO ADDITION TO THE TOWN OF JACKSON (An Affordable Housing Subdivision)
IDENTICAL WITH
ADJUSTED PARCEL A OF MAP T–58D

LOCATED IN THE
NW1/4 of SW1/4 Section 33
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

SHEET 5 OF 8
UNIT & LIMITED COMMON ELEMENTS–UNITS 301 THROUGH 304
DETAIL & NOTES

JORGENSEN ASSOCIATES, P.C. P.O. BOX 9550 JACKSON, WYOMING 83002 (307) 733–5150

Prepared By: RHL Map Prepared: March 10, 2016 Project No.: 06070.07.16

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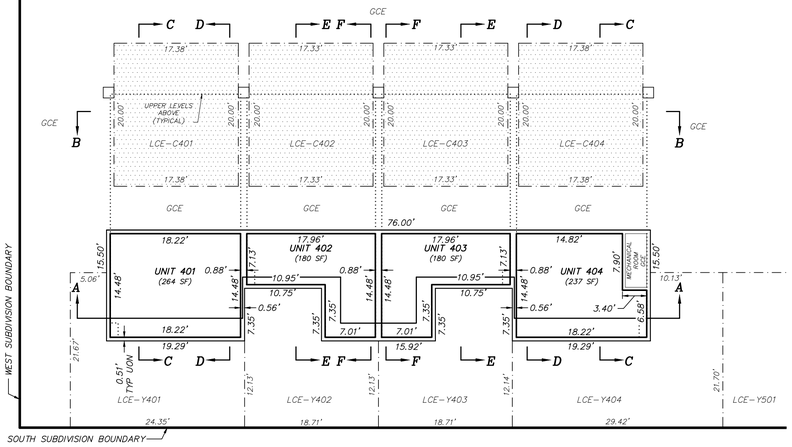
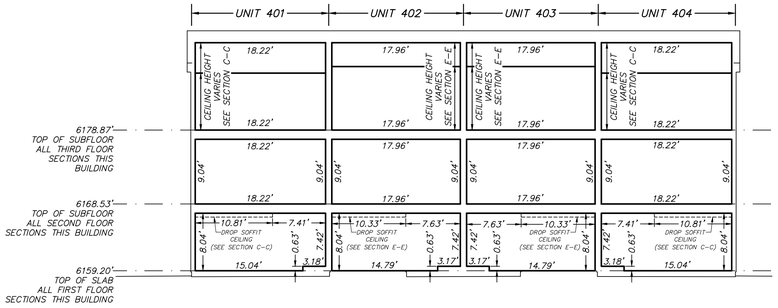
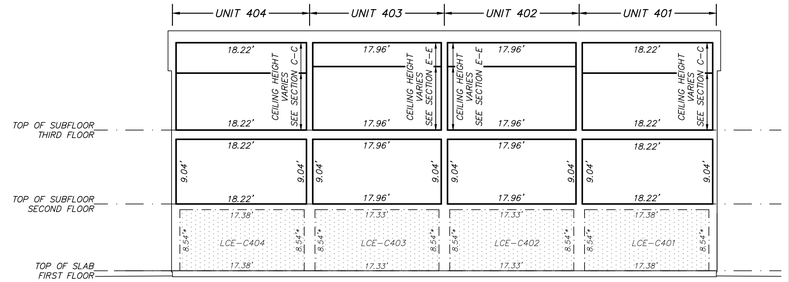


Units 401–404
First Floor Plan View

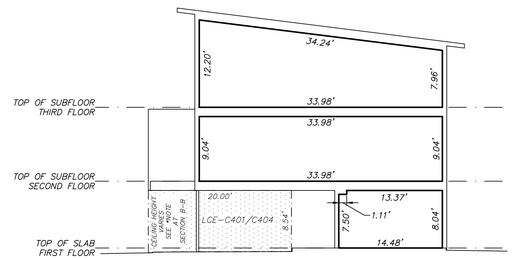


Section A–A
Units 401–404

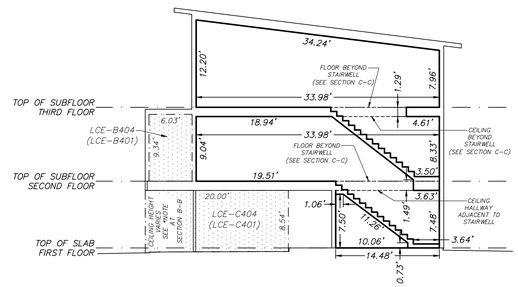


*NOTE:HEIGHT OF CEILING 8.54' AT SIDEWALK. CEILING HEIGHT WILL VARY WITH SLOPE OF PAVEMENT.

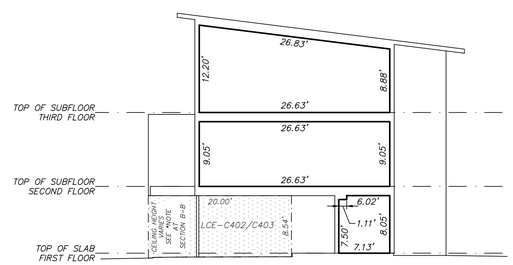
Section B–B
Units 401–404



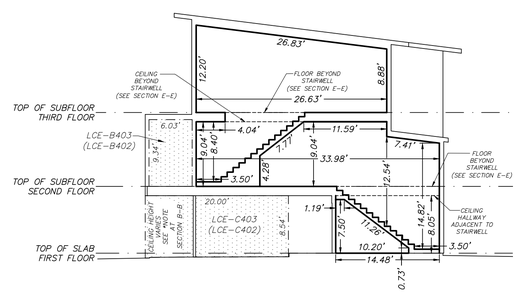
Section C–C
Units 401 & 404



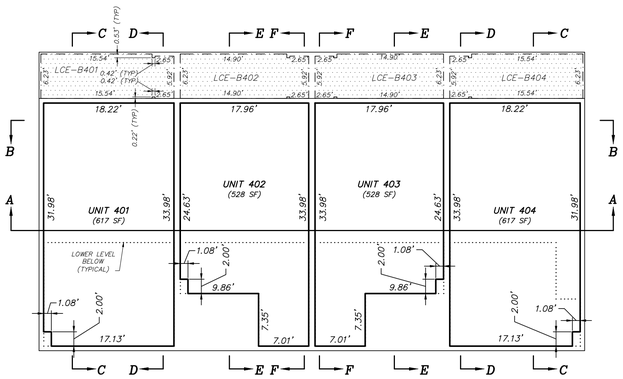
Section D–D
Unit 404
NOTE: UNIT 401 MIRRORS UNIT 404



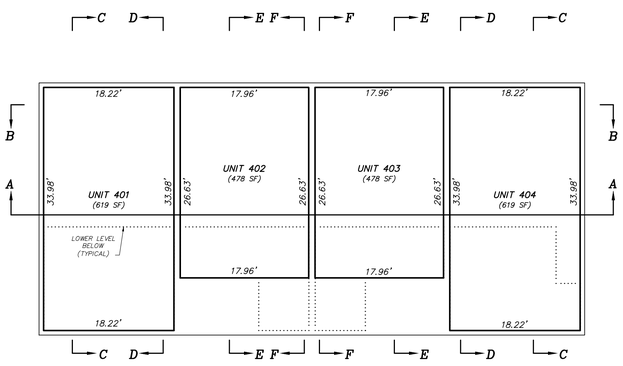
Section E–E
Units 402 & 403



Section F–F
Unit 403
NOTE: UNIT 402 MIRRORS UNIT 403



Units 401–404
Second Floor Plan View



Units 401–404
Third Floor Plan View

0 10 20 30
SCALE: 1 INCH = 10 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

LEGEND

Unit 401	Number of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for Jackson Hole Golf and Tennis Condominiums)
———	Condominium Unit perimeter wall being the boundary of an Individual Airspace that makes up part, or all of a Condominium Unit (Individual Airspace Unit)
———	Represents an exterior building foundation limit at the first floor level in plan view Represents an exterior building wall face limit at upper floors in plan view
—·—·—	Boundary of Limited Common Elements including yards (in which decks, patios, and walks may be located) and driveways/parking spaces
LCE–C401	Limited Common Elements – Car Port; those Limited Common Elements, as defined in the Declaration of Condominium for The Grove Condominiums Phase Two, for the exclusive use of a Unit for parking and driveway purposes
LCE–Y401	Limited Common Elements – Yard; those Limited Common Elements, as defined in the Declaration of Condominium for The Grove Condominiums Phase Two, for the exclusive use of a Condominium Unit of this subdivision as a yard in which patios/decks/walks may be located
LCE–B401	Limited Common Elements – Balcony/Storage; those Limited Common Elements, as defined in the Declaration of Condominium for The Grove Condominiums Phase Two, for the exclusive use of a Condominium Unit of this subdivision as a balcony or storage unit

NOTES

1. For definition of the terms Condominium Unit, General Common Elements and Limited Common Elements, refer to the Declaration of Condominium for The Grove Condominiums Phase Two to be recorded in the Office of the Clerk of Teton County, Wyoming, contemporaneously with this plat.
2. The plan views and sections shown on this plat were prepared from architectural plans and from surveyed measurements.
3. Measurements to one–hundreth of a foot are for the purposes of correlation and are not necessarily the building tolerances.
4. Plan view building angles are right angles; see Sheet 2 of this plat for bearings of building foundations and ties from building foundations to subdivision lot corners.
5. Base Elevation = 6162.37' for aluminum cap inscribed "PLS 5368" at the northeast corner of Adjusted Parcel B as depicted on the overview map of this subdivision and on that Map of Survey of record in the Office of the Clerk of Teton County, Wyoming as Map T–58D entitled "Minor Boundary Adjustment Between Properties of Teton County Housing Authority."

FINAL PLAT
THE GROVE CONDOMINIUMS PHASE TWO ADDITION TO THE TOWN OF JACKSON (An Affordable Housing Subdivision)
IDENTICAL WITH
ADJUSTED PARCEL A OF MAP T–58D

LOCATED IN THE
NW1/4 of SW1/4 Section 33
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

SHEET 6 OF 8
UNIT & LIMITED COMMON ELEMENTS–UNITS 401 THROUGH 404
DETAIL & NOTES

JORGENSEN ASSOCIATES, P.C. P.O. BOX 9550 JACKSON, WYOMING 83002 (307) 733–5150

Prepared By: RHL
Map Prepared: March 10, 2016
Project No.: 06070.07.16

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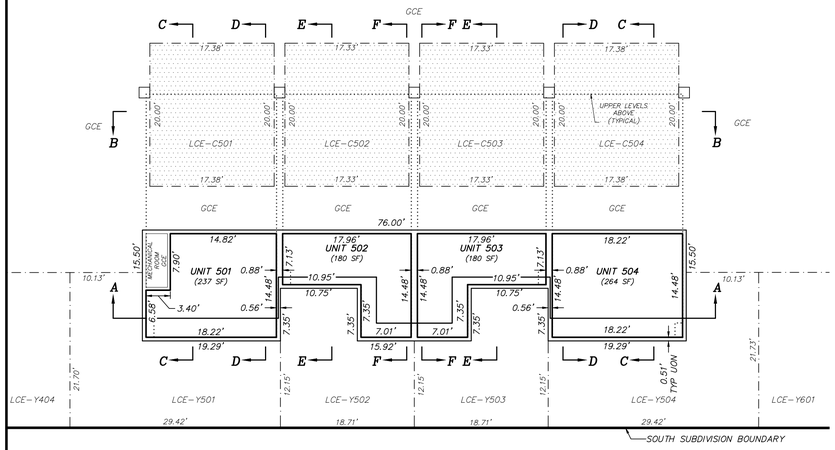
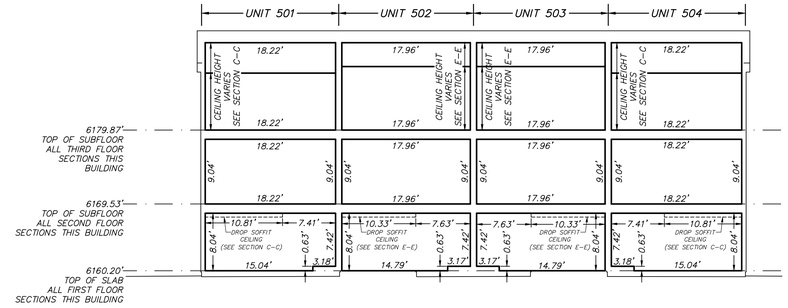
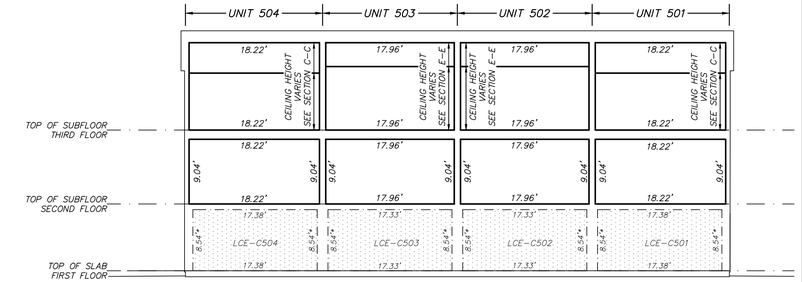


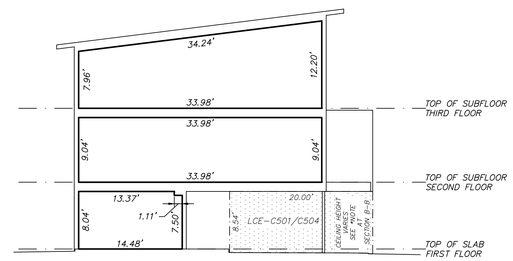
Units 501–504
First Floor Plan View



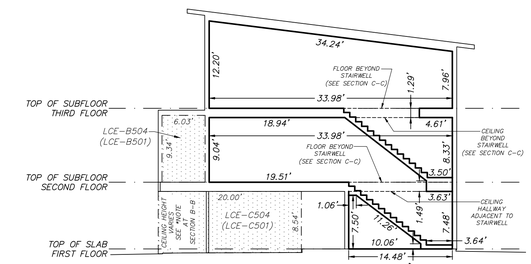
Section A–A
Units 501–504



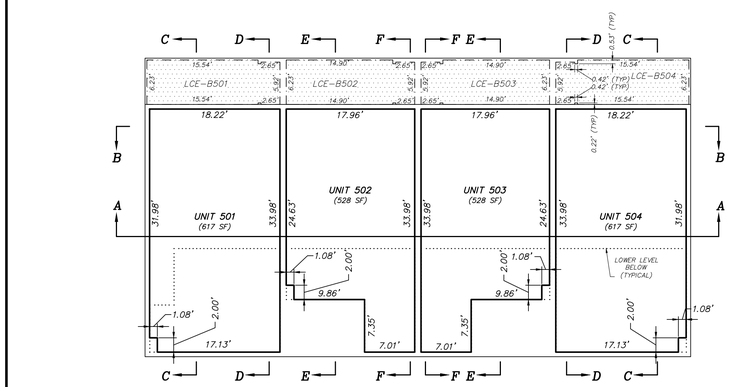
Section B–B
Units 501–504



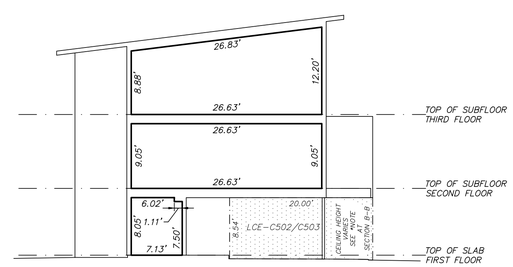
Section C–C
Units 501 & 504



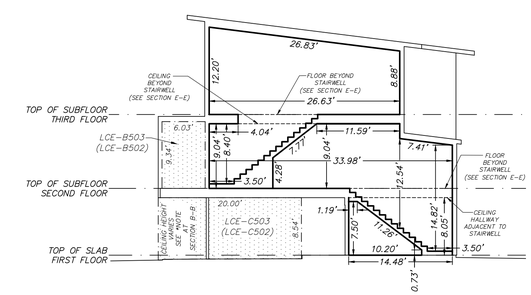
Section D–D
Unit 504
NOTE: UNIT 501 MIRRORS UNIT 504



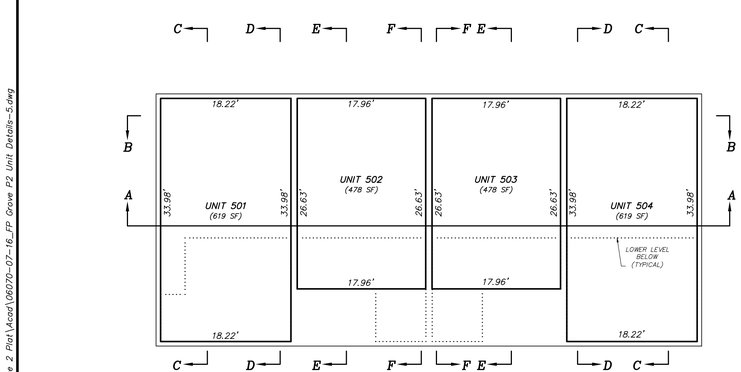
Units 501–504
Second Floor Plan View



Section E–E
Units 502 & 503



Section F–F
Unit 503
NOTE: UNIT 502 MIRRORS UNIT 503



Units 501–504
Third Floor Plan View

0 10 20 30
SCALE: 1 INCH = 10 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

LEGEND

Unit 501	Number of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for Jackson Hole Golf and Tennis Condominiums)
———	Condominium Unit perimeter wall being the boundary of an Individual Airspace that makes up part, or all of a Condominium Unit (Individual Airspace Unit)
———	Represents an exterior building foundation limit at the first floor level in plan view Represents an exterior building wall face limit at upper floors in plan view
—·—·—	Boundary of Limited Common Elements including yards (in which decks, patios, and walks may be located) and driveways/parking spaces
LCE–C501	Limited Common Elements – Car Port; those Limited Common Elements, as defined in the Declaration of Condominium for The Grove Condominiums Phase Two, for the exclusive use of a Unit for parking and driveway purposes
LCE–Y501	Limited Common Elements – Yard; those Limited Common Elements, as defined in the Declaration of Condominium for The Grove Condominiums Phase Two, for the exclusive use of a Condominium Unit of this subdivision as a yard in which patios/decks/walks may be located
LCE–B501	Limited Common Elements – Balcony/Storage; those Limited Common Elements, as defined in the Declaration of Condominium for The Grove Condominiums Phase Two, for the exclusive use of a Condominium Unit of this subdivision as a balcony or storage unit

NOTES

1. For definition of the terms Condominium Unit, General Common Elements and Limited Common Elements, refer to the Declaration of Condominium for The Grove Condominiums Phase Two to be recorded in the Office of the Clerk of Teton County, Wyoming, contemporaneously with this plat.
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4. Plan view building angles are right angles; see Sheet 2 of this plat for bearings of building foundations and ties from building foundations to subdivision lot corners.
5. Base Elevation = 6162.37' for aluminum cap inscribed "PLS 5368" at the northeast corner of Adjusted Parcel B as depicted on the overview map of this subdivision and on that Map of Survey of record in the Office of the Clerk of Teton County, Wyoming as Map T–58D entitled "Minor Boundary Adjustment Between Properties of Teton County Housing Authority."

FINAL PLAT
THE GROVE CONDOMINIUMS PHASE TWO ADDITION TO THE TOWN OF JACKSON (An Affordable Housing Subdivision)
IDENTICAL WITH
ADJUSTED PARCEL A OF MAP T–58D

LOCATED IN THE
NW1/4 of SW1/4 Section 33
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

SHEET 7 OF 8
UNIT & LIMITED COMMON ELEMENTS–UNITS 501 THROUGH 504
DETAIL & NOTES

JORGENSEN ASSOCIATES, P.C. P.O. BOX 9550 JACKSON, WYOMING 83002 (307) 733–5150

Prepared By: RHL
Map Prepared: March 10, 2016
Project No.: 06070.07.16

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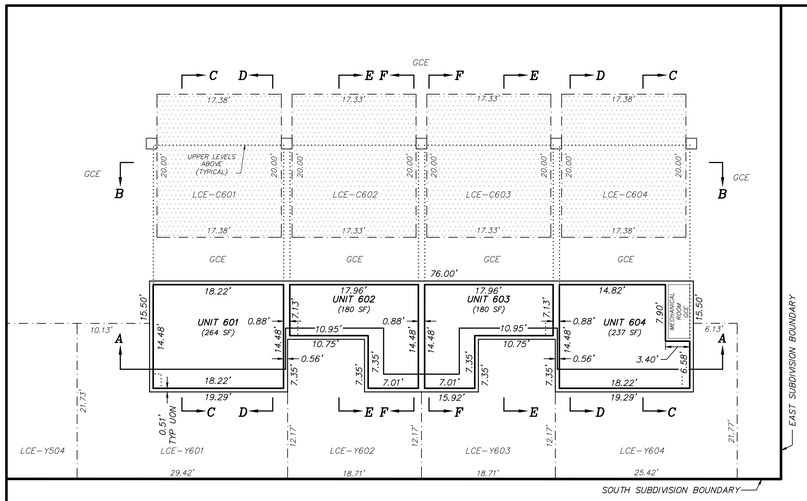
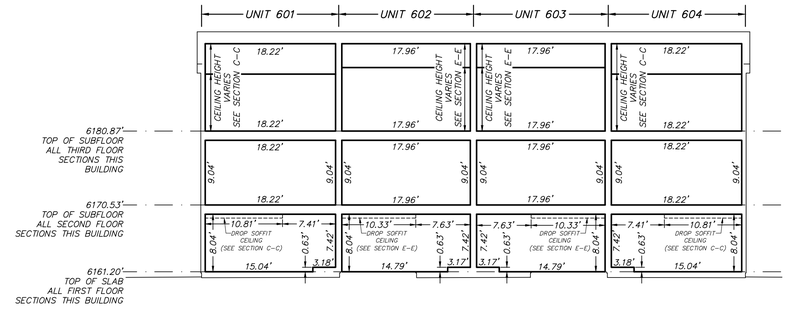
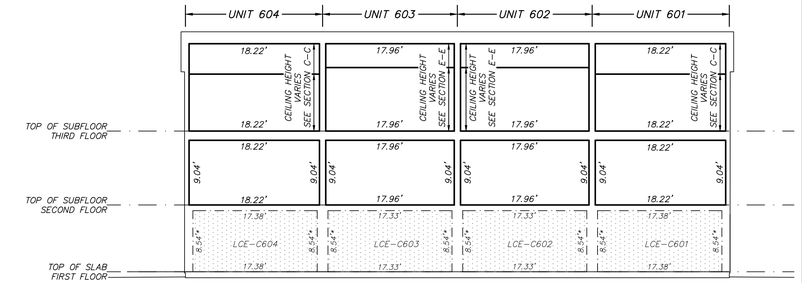


Units 601–604
First Floor Plan View

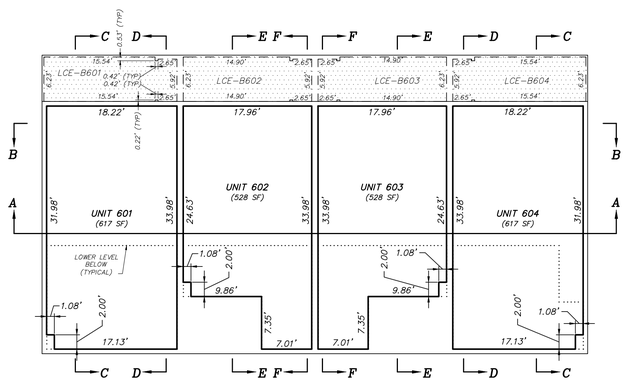


Section A–A
Units 601–604



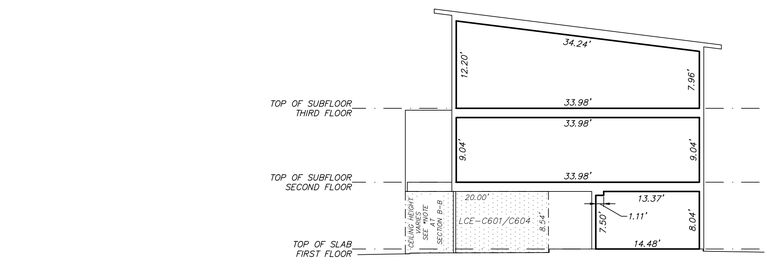
*NOTE:HEIGHT OF CEILING 8.54' AT SIDEWALK. CEILING HEIGHT WILL VARY WITH SLOPE OF PAVEMENT.

Section B–B
Units 601–604

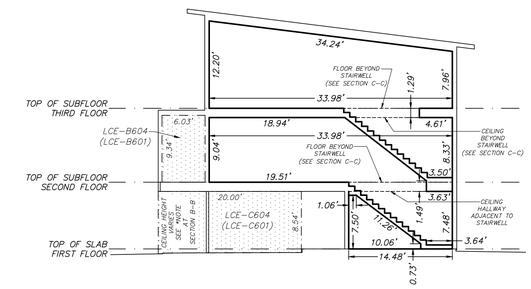


Units 601–604
Second Floor Plan View

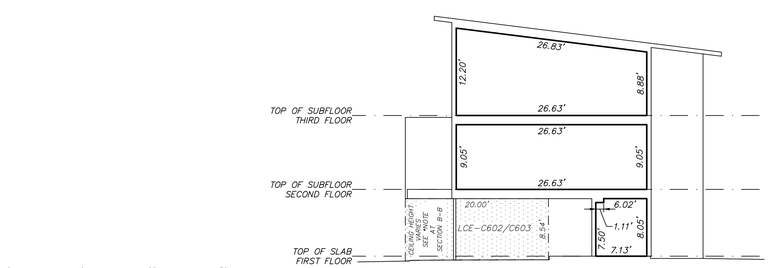
Units 601–604
Third Floor Plan View



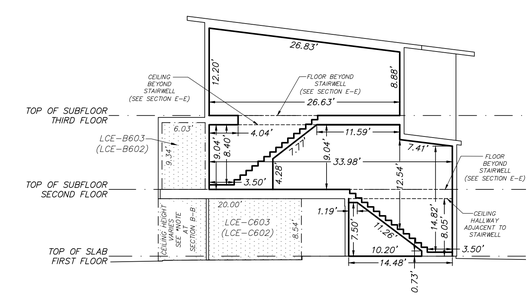
Section C–C
Units 601 & 604



Section D–D
Unit 604
NOTE: UNIT 601 MIRRORS UNIT 604



Section E–E
Units 602 & 603



Section F–F
Unit 603
NOTE: UNIT 602 MIRRORS UNIT 603

SCALE: 1 INCH = 10 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

LEGEND

Unit 601	Number of a Condominium Unit of this subdivision (a.k.a. Individual Airspace Unit or Unit as defined more specifically in the Declaration of Condominium for Jackson Hole Golf and Tennis Condominiums)
———	Condominium Unit perimeter wall being the boundary of an Individual Airspace that makes up part, or all of a Condominium Unit (Individual Airspace Unit)
———	Represents an exterior building foundation limit at the first floor level in plan view Represents an exterior building wall face limit at upper floors in plan view
—·—·—	Boundary of Limited Common Elements including yards (in which decks, patios, and walks may be located) and driveways/parking spaces
LCE–C601	Limited Common Elements – Car Port; those Limited Common Elements, as defined in the Declaration of Condominium for The Grove Condominiums Phase Two, for the exclusive use of a Unit for parking and driveway purposes
LCE–Y601	Limited Common Elements – Yard; those Limited Common Elements, as defined in the Declaration of Condominium for The Grove Condominiums Phase Two, for the exclusive use of a Condominium Unit of this subdivision as a yard in which patios/decks/walks may be located
LCE–B601	Limited Common Elements – Balcony/Storage; those Limited Common Elements, as defined in the Declaration of Condominium for The Grove Condominiums Phase Two, for the exclusive use of a Condominium Unit of this subdivision as a balcony or storage unit

NOTES

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FINAL PLAT
THE GROVE CONDOMINIUMS PHASE TWO ADDITION TO THE TOWN OF JACKSON (An Affordable Housing Subdivision)
IDENTICAL WITH
ADJUSTED PARCEL A OF MAP T–58D

LOCATED IN THE
NW1/4 of SW1/4 Section 33
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

SHEET 8 OF 8
UNIT & LIMITED COMMON ELEMENTS–UNITS 601 THROUGH 604
DETAIL & NOTES

JORGENSEN ASSOCIATES, P.C. P.O. BOX 9550 JACKSON, WYOMING 83002 (307) 733–5150

Prepared By: RHL
Map Prepared: March 10, 2016
Project No.: 06070.07.16

H:\2006\06070\07-Phase 2 Plat\Acad\06070-07-16_FP Grove P2 Unit Details-6.dwg

ALTA Plain Language Commitment Form

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at http://www.alta.org/.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

Reference: Teton County Housing Authority/
260 Scott Lane, Jackson, WY 83001
PIN# 22-41-16-33-3-00-039

TABLE OF CONTENTS

	Page
Agreement to Issue Policy	1
Conditions	2
Schedule A 1. Commitment Date 2. Policies to be Issued, Amounts and Proposed Insured 3. Interest in the Land and Owner 4. Description of the Land	3
Schedule B-I - Requirements	4
Schedule B-II - Exceptions	5

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:

First American Title Insurance Company
PO Box 3609 / 175 South King St, Jackson, WY 83001
Phone: (307)733-2597 - FAX (307)733-8530 - Email: lginty@firstam.com
For Title questions call: **Laura Ginty**

SCHEDULE A

1. Commitment Date: February 29, 2016 at 5:00 p.m.

2. Policy (or Policies) to be issued:

   a. ALTA Owners Policy 1402.06 (06-17-06) $TBD

   Proposed Insured:
   TBD

3. Fee interest in the land described in this Commitment is owned, at the Commitment Date, by Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. § 15-10-116, as amended.

4. The land referred to in this Policy is described on Exhibit A attached.

The purpose of this TO BE DETERMINED COMMITMENT is to provide certain information and is not intended to be a statement of condition of Title or a commitment or obligation to insure. The company reserves the right to make additional requirements and/or exceptions upon determination of the Insured and payment of the full premium. The Company's liability hereunder shall not exceed the amount received by the Company for this TO BE DETERMINED COMMITMENT.

SCHEDULE B - I

REQUIREMENTS

The following requirements must be met:

a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.

b. Pay us the premiums, fees and charges for the policy.

c. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

d. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.

The purpose of this TO BE DETERMINED COMMITMENT is to provide certain information and is not intended to be a statement of condition of Title or a commitment or obligation to insure. The company reserves the right to make additional requirements and/or exceptions upon determination of the Insured and payment of the full premium. The Company's liability hereunder shall not exceed the amount received by the Company for this TO BE DETERMINED COMMITMENT.

SCHEDULE B - II

EXCEPTIONS FROM COVERAGE

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

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.

   Taxes for the year 2016.

The purpose of this TO BE DETERMINED COMMITMENT is to provide certain information and is not intended to be a statement of condition of Title or a commitment or obligation to insure. The company reserves the right to make additional requirements and/or exceptions upon determination of the Insured and payment of the full premium. The Company's liability hereunder shall not exceed the amount received by the Company for this TO BE DETERMINED COMMITMENT.

NOTE: Taxes for the year 2015 appear to be in the amount of $TAX EXEMPT, Account No. OJ-NONTAX according to the County Treasurer. The first installment is due and payable September 1, delinquent November 10. The second installment is due and payable March 1 of the following year, delinquent May 10. The first installment is $NONE, and NA, and the second installment is $NONE, and NA.

8. Easement, including terms and conditions contained therein:

Granted To:	Lower Valley Power and Light, Inc.
For:	Construction, operation and maintenance of electric distribution circuits
Recorded:	November 13, 1978
Recording Information:	Book 78 of Photo, page 504

9. Restrictive Covenants as disclosed in Warranty Deed

Recorded:	June 6, 2004
Recording Information:	Book 555 of Photo, page 246-247

10. Affidavit and Agreement Relating to a Planned Mixed Use Development including the terms and conditions thereof:

Between:	Town of Jackson
And:	Teton County, Wyoming
Recorded:	July 30, 2007
Recording Information:	Book 672 of Photo, page 751-777

11. Matters as disclosed in Memorandum Of Understanding

Recorded:	June 22, 2010
Recording Information:	Book 758 of Photo, page 1034-1039

12. Matters as disclosed in Affidavit and Agreement

Recorded:	December 9, 2011
Recording Information:	Book 795 of Photo, page 1050-1053

13. The Grove Development Agreement including the terms and conditions thereof:

Between:	Teton County Housing Authority
And:	Town of Jackson
Recorded:	July 17, 2014
Recording Information:	Book 873 of Photo, page 26-34

14. Location of Easements as disclosed in Map of Survey for Minor Boundary Adjustment Between Properties of the Teton County Housing Authority

Recorded:	May 22, 2014
Recording Information:	Map T-58D

The purpose of this TO BE DETERMINED COMMITMENT is to provide certain information and is not intended to be a statement of condition of Title or a commitment or obligation to insure. The company reserves the right to make additional requirements and/or exceptions upon determination of the Insured and payment of the full premium. The Company's liability hereunder shall not exceed the amount received by the Company for this TO BE DETERMINED COMMITMENT.

15. Mortgage and the terms and conditions thereof.

Mortgagor:	Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. § 15-10-116, as amended
Mortgagee:	First Interstate Bank
Amount:	$9,600,000.00
Recorded:	June 29, 2015
Recording Information:	Book 898 of Photo, page 1013-1019

16. An agreement including the terms and conditions thereof:

Between:	CC VIII Operating, LLC
And:	Teton County Housing Authority
Recorded:	January 15, 2016
Recording Information:	Book 912 of Photo, page 815-819

17. Easement, including terms and conditions contained therein;

Granted To:	Lower Valley Energy, Inc.
For:	Construction, operation and maintenance of electric distribution circuits
Recorded:	March 7, 2016
Recording Information:	Book 915 of Photo, page 478-480

The purpose of this TO BE DETERMINED COMMITMENT is to provide certain information and is not intended to be a statement of condition of Title or a commitment or obligation to insure. The company reserves the right to make additional requirements and/or exceptions upon determination of the Insured and payment of the full premium. The Company's liability hereunder shall not exceed the amount received by the Company for this TO BE DETERMINED COMMITMENT.

EXHIBIT "A"

The land referred to in this Commitment is situated in the State of Wyoming, County of Teton, and is described as follows:

A PARCEL OF LAND located within the NW¼SW¼ Section 33, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming, said parcel being more particularly described as follows:
ADJUSTED PARCEL A
COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 33;
Thence S00°09'57"W, on the West Line of said Section 33 (the basis of bearing for this description), 200.03 feet, to a reinforcing bar with 2" diameter aluminum cap inscribed "PLS 3831", found this survey;

thence departing said West Line and proceeding S88°58'55"E, 153.29 feet on the north boundary of that parcel identified as Tract 18-A in that warranty deed of record in Book 787 of Photo, Pages 739-740, in the Office of County Clerk for Teton County, Wyoming, to the Northeast Corner thereof, being the TRUE POINT OF BEGINNING;

thence S88°58'55"E, 262.06 feet to the westerly boundary of that parcel identified as Parcel B, in that warranty deed of record in Book 787 of Photo, Pages 739-740, in the Office of County Clerk for Teton County, Wyoming;

thence continuing S88°58'55"E, 30.82 feet;

thence S01°01'44"W, 199.94 feet;

thence N88°57'36"W 28.14 feet to a reinforcing bar with 2" diameter aluminum cap inscribed "PLS 3831", found this survey;

thence continuing N88°57'36"W, 197.33 feet to a reinforcing bar with 1-½" diameter aluminum cap inscribed "PLS 578", found this survey;

thence continuing N88°57'36"W, 67.41 feet to the Southeast Corner of said Adjusted Tract 18A described above;

thence N01°01'44"E on the easterly boundary of said Adjusted Tract 18A, 199.83 feet to the point of beginning.

The purpose of this TO BE DETERMINED COMMITMENT is to provide certain information and is not intended to be a statement of condition of Title or a commitment or obligation to insure. The company reserves the right to make additional requirements and/or exceptions upon determination of the Insured and payment of the full premium. The Company's liability hereunder shall not exceed the amount received by the Company for this TO BE DETERMINED COMMITMENT.

WARRANTY DEED

Town of Jackson, Wyoming, a Wyoming municipal corporation of the State of Wyoming, GRANTOR, of Teton County, Wyoming, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, CONVEYS AND WARRANTS to Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. § 15-10-116 as amended, GRANTEE, whose address is Post Office Box 714, Jackson, Wyoming, 83001 the following described real estate, situate in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

First American Title Insurance Company

See attached Exhibit A.

Tract 18-A:
PIN #22-41-16-33-3-00-006
Parcel A:
PIN #22-41-16-33-3-00-036
Parcel B:
PIN #22-41-16-33-3-00-037

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging. Subject to all covenants, conditions, restrictions, easements, reservations, and rights-of-way of sight and/or record.

RELEASED	
INDEXED	✓
ABSTRACTED	✓
SCANNED	✓

WITNESS my hand this 18th day of August, 2011.

Town of Jackson, Wyoming:

Mark Barron, Mayor

THE TOWN OF JACKSON INCORPORATED ★ SEAL ★ 1914 TETON COUNTY, WYOMING

ATTESTED:

Roxanne Robinson, Town Clerk

GRANTOR TOWN OF JACKSON WYOMING
GRANTEE. TETON COUNTY HOUSING AUTHORITY
Doc 0799664 bk 787 pg 739-740 Filed At 13:11 ON 08/18/11
Sherry L. Daigle Teton County Clerk fees. 11.00
By Kassie Hansen Deputy

STATE OF WYOMING)
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this 18th day of August, 2011 by Mark Barron as Mayor of the Town of Jackson, Wyoming.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: 2 10 15

Law Office of
Hess Carlman & D'Amours, LLC
Post Office Box 449
30 East Simpson Street
Jackson, Wyoming 83001
307-733-7881

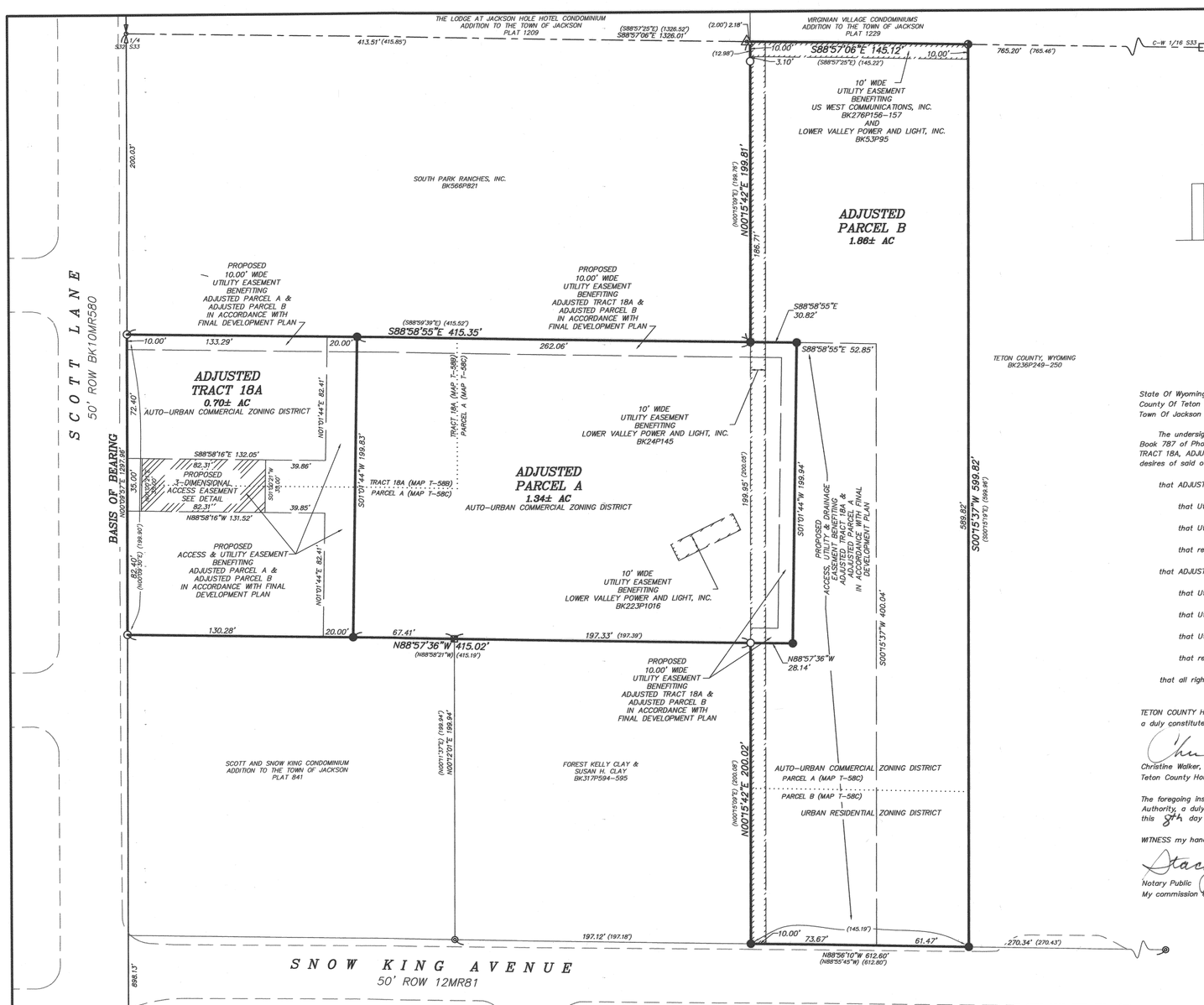
KELLY BOWLIN - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires 2 10 15

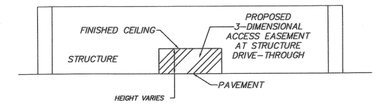
Exhibit A

Those parcels of Land being identical to Parcel A, Parcel B, and Tract 18A as shown on "Map to Accompany Boundary Line Adjustment prepared for Scott Mini, LLC and Jackson Trailer Park Snow King, LLC," Map T-58C recorded in the Office of the Clerk of Teton County, Wyoming, located within the NW¼SW¼ of Section 33, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, being more particularly described as:

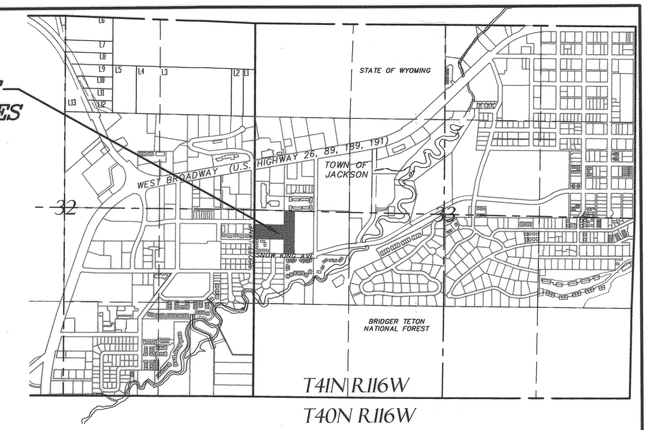
COMMENCING at the west one-quarter corner of said Section 33, marked by a 2 inch diameter pipe with 3 inch diameter brass cap inscribed "RLS 164" along with other markings;
THENCE, S 00°09'30" W, 200.04 feet, along the west line of said Section 33, to the POINT OF BEGINNING being the northwest corner of said Tract 18A marked by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap inscribed "PLS 3831";
THENCE, S 88°59'39" E, 415.52 feet, along the north line of said Tract 18A and said Parcel A, to a point marked by a 5/8 inch diameter rebar with a 2 inch aluminum cap inscribed "PLS 3831";
THENCE, N 00°15'09" E, 186.78 feet, along the west line of said Parcel A to a witness corner to the northwest corner of said Parcel A, marked by a 5/8 inch diameter rebar with a 2 inch aluminum cap inscribed "PLS 3831"
THENCE, continuing N 00°15'09" E, 12.98 feet to the said northwest corner of Parcel A, being on the north line of said NW¼SW¼;
THENCE, S 88°57'25" E, 145.22 feet, along said north line to the northeast corner of said Parcel A, marked by a 5/8 inch diameter rebar with aluminum cap inscribed "PLS 5368";
THENCE, S 00°15'19" W, 496.64 feet, along the east line of said Parcel A to the northeast corner of said Parcel B marked by a 5/8 inch diameter rebar with a 2 inch aluminum cap inscribed "PLS 3831";
THENCE, continuing S 00°15'19" W, 103.32 feet along the east line of said Parcel B to a point intersecting the north Right-of-Way line of Snow King Avenue, marked by a 5/8 inch diameter rebar with aluminum cap inscribed "PLS 5368";
THENCE, N 88°55'45" W, 145.19 feet, along said Right-of-Way to the southwest corner of said Parcel B marked by a 5/8 inch diameter rebar with a 2 inch aluminum cap inscribed "PLS 3831";
THENCE, N 00°15'09" E, 103.32 feet, along the west line of said Parcel B to the northwest corner of said Parcel B marked by a 5/8 inch diameter rebar with a 2 inch aluminum cap inscribed "PLS 3831";
THENCE, continuing N 00°15'09" E, 96.76 feet along the west line of said Parcel A to a point marked by a 5/8 inch diameter rebar with a 2 inch aluminum cap inscribed "PLS 3831";
THENCE, N 88°58'21" W, 415.19 feet, along the south line of said Parcel A, to a point intersecting said west line of Section 33, marked by a 5/8 inch diameter rebar with a 2 inch aluminum cap inscribed "PLS 3831";
THENCE, N 00°09'30" E, 199.90 feet, along said west line of Section 33, to the POINT OF BEGINNING.

The base bearing for this description is N 00°09'30" E, along the west line of Section 33, between the West ¼ and South 1/16 Corners common to Sections 32 and 33.





DETAIL
3-DIMENSIONAL ACCESS EASEMENT
NOT TO SCALE



Scale: 1 Inch = 1000 Feet
This scale valid only for 24x36 prints.

VICINITY MAP
Section 33, T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

CERTIFICATE OF OWNERS

State Of Wyoming)
County Of Teton) SS
Town Of Jackson)

The undersigned owners and proprietors of those parcels of record in the Office of the Clerk of Teton County, Wyoming in Book 787 of Photo, pages 739-740, hereby certify that the adjustment of the boundaries of said parcels to create ADJUSTED TRACT 18A, ADJUSTED PARCEL A and ADJUSTED PARCEL B depicted hereon is with the free consent and in accordance with the desires of said owners and proprietors;

that ADJUSTED PARCEL A is SUBJECT TO the following of record in said Office:

that Utility Easement benefiting Lower Valley Power and Light, Inc. of record in Book 223 of Photo, page 1016; and,

that Utility Easement benefiting Lower Valley Power and Light, Inc. of record in Book 24 of Photo, page 145;

that restrictive covenant in that Warranty Deed of record in Book 555 of Photo, pages 246-247;

that ADJUSTED PARCEL B is SUBJECT TO the following of record in said Office:

that Utility Easement benefiting Lower Valley Power and Light, Inc. of record in Book 24 of Photo, page 145;

that Utility Easement benefiting Lower Valley Power and Light, Inc. of record in Book 53 of Photo, page 95; and,

that Utility Easement benefiting US West Communications, Inc. of record in Book 276 of Photo, pages 156-157;

that restrictive covenant in that Warranty Deed of record in Book 555 of Photo, pages 246-247;

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

TETON COUNTY HOUSING AUTHORITY,
a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. 15-10-116 as amended

Christine Walker, Executive Director
Teton County Housing Authority

The foregoing instrument was acknowledged before me by Christine Walker, Executive Director of the Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. 15-10-116 as amended, this 8th day of May 2014.

WITNESS my hand and official seal.

Stacy A. Stoker
Notary Public
My commission expires:

STACY A. STOKER - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES: 8-13-2016

NOTES

RECORD DATA FROM THAT MAP OF SURVEY ENTITLED "BOUNDARY LINE ADJUSTMENT SCOTT MINI, LLC & JACKSON TRAILER PARK SNOW KING, LLC" OF RECORD IN THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING AS MAP T-58C OR THAT PLAT ENTITLED "VIRGINIAN VILLAGE CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON" OF RECORD IN SAID OFFICE AS PLAT 1229.

ZONING DISTRICTS ARE SHOWN FOR REFERENCE. ZONING DISTRICTS INDICATED REFLECT CURRENT ZONING AT DATE OF THIS SURVEY. ZONING DISTRICTS ARE SUBJECT TO CHANGE

CERTIFICATE OF SURVEYOR

State Of Wyoming)
County Of Teton) SS
Town Of Jackson)

I, Kenneth G. Magrath, a Professional Wyoming Land Surveyor, employed by Jorgensen Associates, P.C. of Jackson, Wyoming hereby certify:

that this Map of Survey was made from notes taken during field surveys performed by others under my direction during November 2013 and February 2014 and from records in the Office of the Clerk of Teton County, Wyoming;

that this map correctly represents the adjusted boundaries of those parcels described in that Warranty Deed of record in said Office in Book 787 of Photo, pages 739-740;

that the BASIS OF BEARING for this map is N00°09'57"E on the westerly boundary of NW1/4 SW1/4 Section 33, and was derived by GPS measurement.

Professional Land Surveyor KENNETH G. MAGRATH 8469 WYOMING
Date

Kenneth G. Magrath
Wyoming Professional Land Surveyor No. 8469

The foregoing instrument was acknowledged before me by Kenneth G. Magrath this day of May 2014.

WITNESS my hand and official seal.

Notary Public
My commission expires:

GRANTOR: MAGRATH, KENNETH G SURVEYOR
GRANTEE: THE PUBLIC T-58D
Doc 0859309 bk 41 pg 116-116 Filed At 16:52 ON 05/22/14
Sherry L. Daigle Teton County Clerk fees: 50.00
By Mary D Antrobus Deputy

LEGEND

- 2" diameter steel pipe with 3" diameter brass cap inscribed "RLS 164 1972" with other appropriate markings, found this survey
- 2" diameter steel pipe with 3" diameter brass cap inscribed "RLS 164 1960" with other appropriate markings, found this survey
- 2" diameter steel pipe with 3" diameter brass cap inscribed "U.S. DEPT OF THE INTERIOR BUR. OF LAND MANAGEMENT 1956" with other appropriate markings, found this survey
- 5/8" diameter steel reinforcing bar with 2" diameter aluminum cap inscribed "PLS 3831" found this survey
- T-STAKE with no cap found this survey
- 5/8" diameter steel reinforcing bar with 2" diameter aluminum cap inscribed "PLS 5368" with other appropriate markings, found this survey
- 5/8" diameter steel reinforcing bar with 1-1/2" diameter aluminum cap inscribed "PLS 6193 WC 2.0" found this survey
- 5/8" diameter steel reinforcing bar with 1-1/2" diameter aluminum cap inscribed "PE&LS 578" found this survey
- 5/8" diameter steel reinforcing bar with no cap found this survey
- 5/8" diameter steel reinforcing bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 8469" to be set by June 30, 2014
- boundary adjusted parcel
- boundary adjoining property
- boundary of a parcel vacated as a result of this minor boundary adjustment
- boundary record easement, as noted
- edge of pavement, approximate
- section/sectional subdivision boundary
- S10°20'36"E 360.61' — measured bearing and distance
- (S10°13'E) (678.94') — record bearing and distance

Scale: 1 inch = 40 feet
This scale valid only for 24x36 prints.

CERTIFICATE OF APPROVAL

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

I, Tyler Sinclair, Town of Jackson Planning director, do hereby:

accept and approve the adjustment of the boundaries, as shown hereon, of those parcels of record in the Office of the Clerk of Teton County, Wyoming in Book 787 of Photo, pages 739-740;

acknowledge that said adjustment of boundaries is permitted according to Division 6300 of the Town of Jackson Land Development Regulations.

Tyler Sinclair, Town of Jackson Planning Director

The foregoing instrument was acknowledged before me by Tyler Sinclair this 15th day of May 2014.

WITNESS my hand and official seal.

Notary Public
My commission expires: 3/7/18

Stephanie E. Hix - Notary Public
County of Teton State of Wyoming
My Commission Expires 3/7/18

T-58D

MAP OF SURVEY
MINOR BOUNDARY ADJUSTMENT BETWEEN PROPERTIES OF TETON COUNTY HOUSING AUTHORITY

Land Described in Book 787 of Photo, pages 739-740
LOCATED IN THE
NW1/4 of SW1/4 Section 33
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

JORGENSEN ASSOCIATES, P.C. P.O. BOX 9550 JACKSON, WYOMING 83002 (307) 733-5150

Prepared By: RHL Map Prepared: May 8, 2014 Project No.: 06070.03

H:\2006\06070\03-Boundary Adjustment\Acad\06070-03_MS The Grove.dwg

Released	
Indexed	✓
Abstracted	✓
Scanned	

AFFIDAVIT OF ACKNOWLEDGMENT AND ACCEPTANCE OF BOUNDARY ADJUSTMENT OF PARCELS OWNED BY TETON COUNTY HOUSING AUTHORITY:

The undersigned, being first duly sworn, deposes and says:

THAT the undersigned, for and on behalf of Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. 15-10-116 as amended, has examined a copy of that Map of Survey titled "Minor Boundary Adjustment Between Properties of Teton County Housing Authority" last revised May 8, 2014, showing the Minor Boundary Adjustment of parcels owned by said Housing Authority, consisting of metes and bounds parcels described in that Warranty Deed of record in said Office in Book 787 of Photo, pages 739-740; and being located within the NW1/4 of the SW1/4 of Section 33, T41N, R116W, 6th P.M., Teton County, Wyoming;

THAT said Teton County Housing Authority is the owner and proprietor of said parcels;

THAT the undersigned acknowledges that the boundary adjustment of land described in Exhibit 'A', attached hereto and by this reference made a part hereof, and depicted on said Map of Survey is with the free consent and in accordance with the desires of said Teton County Housing Authority; and

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

Teton County Housing Authority, a duly constituted Housing Authority
established by Teton County, Wyoming pursuant to W.S. 15-10-116 as amended

Christine Walker
Executive Director

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On this 8th day of May 2014 before me personally appeared Christine Walker acting under her authority as Executive Director of Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. 15-10-116 as amended, personally known to me, to be the person whose name is subscribed within this instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on this instrument, the entity upon behalf of which she acted executed this instrument as its free act and deed.

WITNESS my hand and official seal.

GRANTOR: TETON COUNTY HOUSING AUTHORITY
GRANTEE: THE PUBLIC
Doc 0859310 bk 869 pg 746-748 Filed At 16:55 ON 05/22/14
Sherry L. Daigle Teton County Clerk fees: 18.00
By Mary D Antrobus Deputy

Stacy A. Stoker
Notary Public
My Commission Expires:

STACY A. STOKER - NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
MY COMMISSION EXPIRES: 8-13-2016

EXHIBIT A
LEGAL DESCRIPTION OF ADJUSTED PARCELS, TO ACCOMPANY MINOR BOUNDARY ADJUSTMENT

3 PARCELS OF LAND located within the NW¼ SW¼ Section 33, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming, said parcels being more particularly described as follows:

ADJUSTED TRACT 18A

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 33;

Thence S00°09′57″W, on the West Line of said Section 33 (the basis of bearing for this description), 200.03 feet, to a reinforcing bar with 2" diameter aluminum cap inscribed "PLS 3831", found this survey, being the **TRUE POINT OF BEGINNING**;

thence departing said West Line and proceeding S88°58′55″E, 153.29 feet on the north boundary of that parcel identified as Tract 18-A in that warranty deed of record in Book 787 of Photo, Pages 739-740, in the Office of County Clerk for Teton County, Wyoming;

thence departing said north boundary and proceeding S01°01′44″W, 199.83 feet to the southerly boundary of that parcel identified as Parcel A in said warranty deed;

thence N88°57′36″W on said southerly boundary, 150.28 feet to said West Line of said Section 33, monumented with a reinforcing bar with 2" diameter aluminum cap inscribed "PLS 3831", found this survey;

thence N00°09′57″E, on said West Line, 199.80 feet to the point of beginning

The above-described Adjusted Tract 18A contains an area of 30,330.2 square feet or 0.70 acres, more or less, and is in accordance with that Map of Survey titled Minor Boundary Adjustment between Properties of Teton County Housing Authority.

ADJUSTED PARCEL A

BEGINING AT THE NORTHEAST CORNER OF ADJUSTED TRACT 18A DESCRIBED ABOVE;

thence S88°58′55″E, 262.06 feet to the westerly boundary of that parcel identified as Parcel B, in that warranty deed of record in Book 787 of Photo, Pages 739-740, in the Office of County Clerk for Teton County, Wyoming;

thence continuing S88°58′55″E 30.82 feet;

thence S01°01′44″W 199.94 feet;

thence N88°57′36″W 28.14 feet to a reinforcing bar with 2" diameter aluminum cap inscribed "PLS 3831", found this survey;

thence continuing N88°57′36″W 197.33 feet to a reinforcing bar with 1-½" diameter aluminum cap inscribed "PLS 578", found this survey,

thence continuing N88°57′36″W 67.41 feet to the Southeast Corner of said Adjusted Tract 18A described above;

thence N01°01′44″E on the easterly boundary of said Adjusted Tract 18A, 199.83 feet to the point of beginning.

The above-described Adjusted Parcel A contains an area of 58,541.5 square feet or 1.34 acres, more or less, and is in accordance with that Map of Survey titled Minor Boundary Adjustment between Properties of Teton County Housing Authority.

ADJUSTED PARCEL B
COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 33;

thence S88°57′06″E, on the East-West Center-Section Line of said Section 33, 415.69 feet, to the **TRUE POINT OF BEGINNING,** witnessed by a 5/8" diameter steel reinforcing bar with 1½" aluminum cap inscribed "WC 2.0' PLS 6193" that lies westerly 2.18 feet;

thence continuing on said Center-Section Line, being also the northerly boundary of that parcel identified as Parcel B, in that warranty deed of record in Book 787 of Photo, Pages 739-740, in the Office of County Clerk for Teton County, Wyoming, S88°57′06″E 145.12 feet to the Northeast Corner thereof, monumented by a reinforcing bar with 2" diameter aluminum cap inscribed "PLS 5368", found this survey;

thence S00°15′37″W on the easterly boundary of said Parcel B, 599.82 feet to the Southeast Corner thereof;

thence N88°56′10″W on the southerly boundary of said Parcel B, 145.14 feet to the Southwest Corner thereof;

thence N00°15′42″E on the westerly boundary thereof, 200.02 feet to the southerly boundary of Adjusted Parcel A described above;

thence S88°57′36″E on said southerly boundary 28.14 feet to the Southeast Corner thereof;

thence N01°01′44″E on the easterly boundary of said Adjusted Parcel A, 199.94 feet to the Northeast Corner thereof;

thence N88°58′55″W on the northerly boundary thereof, 30.82 feet;

thence N00°15′42″E 199.81 feet to the point of beginning.

The above-described Adjusted Parcel A contains an area of 81,147.8 square feet or 1.86 acres, more or less, and is in accordance with that Map of Survey titled Minor Boundary Adjustment between Properties of Teton County Housing Authority.

Kenneth G Magrath, Wyoming Professional Land Surveyor No. 8469
JORGENSEN ASSOCIATES, P.C.

EXHIBIT A

Plat Boundary Closure Report: The Grove Phase 2

Closure Summary
Precision, 1 part in: 453354.495'
Error distance: 0.002'
Error direction: N01° 02' 09.80"E
Area: 58542.00 Sq. Ft.
Square area: 58541.999
Perimeter: 985.530'

Point of Beginning
Easting: 5152.9316'
Northing: 4797.1281'

Side 1: Line
Direction: S88° 58' 55.00"E
Angle: [-088.9819 (d)]
Deflection angle: [091.0181 (d)]
Distance: 292.880'
Easting: 5445.7654'
Northing: 4791.9244'

Side 2: Line
Direction: S01° 01' 44.00"W
Angle: [-089.9892 (d)]
Deflection angle: [090.0108 (d)]
Distance: 199.940'
Easting: 5442.1751'
Northing: 4592.0166'

Side 3: Line
Direction: N88° 57' 36.00"W
Angle: [-089.9889 (d)]
Deflection angle: [090.0111 (d)]
Distance: 292.880'
Easting: 5149.3434'
Northing: 4597.3325'

Side 4: Line
Direction: N01° 01' 44.00"E
Angle: [-090.0111 (d)]
Deflection angle: [089.9889 (d)]
Distance: 199.830'
Easting: 5152.9316'
Northing: 4797.1303'

Professional Land Surveyor
KENNETH G. MAGRATH
8469
Date MARCH 10, 2016
WYOMING

RELEASED
INDEXED ✓
ABSTRACTED
SCANNED

THE GROVE
DEVELOPMENT AGREEMENT

THIS AGREEMENT dated this 7th day of July, 2014, by and between the TETON COUNTY HOUSING AUTHORITY, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. §15-10-116, as amended, hereinafter referred to as "TCHA", and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, hereinafter referred to as the "Town", provides as follows:

WHEREAS, TCHA submitted a Final Development Plan for The Grove, which was approved by the Town Council on December 16, 2013 (the "FDP"), which development required the construction of certain improvements described in the FDP (the "Improvements") to be undertaken in three distinct phases; and

WHEREAS, the Town and TCHA desire to enter into this Agreement to memorialize their understanding regarding the construction of the Improvements; and

NOW, THEREFORE, IT IS HEREBY AGREED that for and inconsideration of the aforesaid premises and the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, TCHA on its own behalf or any successor in interest or assign, and the Town do mutually covenant and agree as follows:

GRANTOR: TETON COUNTY HOUSING AUTHORITY ET AL
GRANTEE: TETON COUNTY HOUSING AUTHORITY ET AL
Doc 0863196 bk 873 pg 26-34 Filed At 12:50 ON 07/17/14
Sherry L. Daigle Teton County Clerk fees: 36.00
By Mary D Antrobus Deputy

1. <u>TCHA TO COMPLY</u>

TCHA shall comply with all improvement requirements contained in Section 6140 A. of the Town of Jackson Land Development Regulations, the FDP, and subdivision improvement plans and specifications retained on file in the office of the Town Engineer, the Planning Director, and the requirements of the Town Planning and Zoning Commission and Town Council for this subdivision. Improvements shall be engineered, designed, constructed, and installed solely at TCHA's own cost.

2. <u>DEVELOPMENT PLAN REQUIREMENTS INCORPORATED</u>

The requirements of the Town Council, as set forth in its approval of the Final Development Plan are hereby incorporated herein by this reference as though fully set forth herein. Development and use of all land within the subdivision is limited to that recognized by the Land Development Regulations of the Town of Jackson, as they may be amended from time to time, and the FDP.

3. <u>APPROVED SUBDIVISION INFRASTRUCTURE IMPROVEMENT PLANS AND SPECIFICATIONS</u>

The subdivision infrastructure improvement plans and specifications filed by TCHA or its agents, as approved by the Town Engineer and maintained on file in the office of the Town Engineer,

and any revision of said improvement plans and specifications approved by said Town Engineer are hereby incorporated herein by reference as though fully set forth. All public improvement work required by TCHA under this agreement shall be in accordance with said improvement plans and specifications.

4. ESTIMATED COST OF SUBDIVISION INFRASTRUCTURE IMPROVEMENTS AND SECURITY THEREFORE

The list of improvements and the total cost of improvements required by this agreement as estimated by a professional engineer licensed in the State of Wyoming on behalf of TCHA, and as approved by the Town Engineer, is attached hereto as **Exhibit "A"** and by this reference made a part hereof. According to a Cooperative Agreement for Payment of Fees for Publicly Sponsored or Co-Sponsored Projects between Teton County and the Town of Jackson, dated February 2, 1998, TCHA is an exempt agency and is not required to furnish any customarily required bond or financial assurances related to landscaping, infrastructure or public improvements.

5. UNDERGROUND ELECTRICAL POWER, TELEPHONE, FIBER OPTICS, CABLE TELEVISION, AND GAS FACILITIES

All electrical power, telephone and fiber optic communication, cable television, and natural gas facilities within the subdivision shall be installed underground, except that above ground facilities necessary to serve underground facilities, other installation of peripheral overhead electrical transmission and distribution feeder lines, or other installation of either temporary or peripheral overhead communications, distance, trunk, or feeder lines may be allowed. TCHA understands and agrees that any and all said facilities that are to be constructed within or under any street improvements shall be in place prior to the construction of the surface street improvements. TCHA affirms that the public utility companies, including the cable television company enfranchised by the Town, providing the said services and facilities to and within the subdivision have been directly consulted by TCHA through its officers, agents, or employees and that TCHA is informed as to the approximate cost to TCHA of the provision and installation of said facilities and services underground and that the requirements for said facilities have been considered in the preparation of the subdivision improvement plans.

6. TIME FOR COMPLETION

The Supplemental Phasing Plan and Concept for Future Mapping was approved by the Town Council as part of the FDP and states that TCHA will construct The Grove in three distinct phases. Phase 1 will begin in the summer of 2014 and completion is expected in the fall of 2015. Phases 2 and 3 require approval of the Board of County Commissioners with assurances of adequate funding and product demand. Estimated construction start-dates are summer of 2015 for Phase 2, and summer of 2016 for Phase 3.

7. WARRANTY

All work and improvements required pursuant to this agreement and the ordinances of the Town shall be subject to and shall carry a guarantee and warranty for all work and materials for a period of one (1) year from the date of inspection and approval from the Town of Jackson, which shall be for the benefit of the Town and this obligation shall survive any release of security by the Town.

8. LIABILITY

TCHA agrees to carry a comprehensive general liability policy with minimum limits of $500,000 for each occurrence and $1,000,000 annual aggregate for bodily injury and $500,000 for each occurrence and $1,000,000 annual aggregate for property damage or a combined single limit policy with minimum limits of $1,000,000 for each occurrence and $2,000,000 annual aggregate which includes coverage for manufacturer and contractors, independent contractors, products, completed operations, and personal injury. TCHA also agrees to name the Town as an additional named insured as respects the contract and a certificate of insurance covering these items shall be filed with the Town Engineer within 5 business days of the Effective Date of this Agreement.

9. PERFORMANCE TESTING AND INSPECTION

TCHA shall be required to perform all required testing and/or monitor the installation of all construction associated with the projects water, sewer and storm drainage systems. TCHA shall provide the Town with field and testing reports completed by a State of Wyoming licensed engineer.

TCHA shall be responsible for obtaining all required Town permitting and abiding by the conditions set forth within same. TCHA shall be required to complete all construction work and necessary performance tests on installed infrastructure. TCHA shall be responsible for the preparation of daily inspection reports and test results. This information shall be submitted to the Town Engineer. The Town shall have the right, but not the obligation, to be present at any and all such performance tests and to perform periodic observation of any and all phases of construction. TCHA shall notify the Public Works Department prior to the commencement of any performance test or any placement of asphalt pavement or concrete curb and gutter and shall provide placement for a representative of the Town to be present at the test or placement.

10. APPROVAL BY TOWN ENGINEER

As improvements are completed, TCHA may submit a written request to the Town Engineer to inspect and approve. If the Town Engineer determines that any of the improvements are not constructed in substantial compliance with approved plans and specifications and/or further

construction may damage completed infrastructure, the Town Engineer shall furnish TCHA a list of specific deficiencies. TCHA understands that a Certificate of Occupancy for residential structures per Phase will not be obtained until infrastructure improvements are completed according to the approved plans and specifications and upon approvAL of such by the Town Engineer.

11. DEVELOPMENT COORDINATION

Unless specifically provided in this Agreement to the contrary, the contact person representing the Town shall be the Town Engineer who shall have general responsibility for coordinating development of the improvements required herein. TCHA shall notify the Town Engineer when improvements shall be installed.

12. NOTICES

Any notice or communication required or permitted herein shall be given in writing and shall be personally delivered or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Town: Town of Jackson
Attention: Town Engineer
150 E. Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

TCHA: Teton County Housing Authority
Attention: Christine Walker, Executive Director
260 W. Broadway, Suite B
P.O. Box 714
Jackson, WY 83001

Either party, upon written notification sent via United States Mail, return receipt requested, may change mailing addresses and contact information.

13. BINDING EFFECT OF AGREEMENT AND MODIFICATIONS

This Agreement shall run with the land included within The Grove development and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of the provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections which are contained herein.

14. TITLE AND AUTHORITY

TCHA warrants to the Town that it is the record owner of the Subject Property upon which the development shall be constructed. The undersigned further warrants having full power and authority to enter into this Agreement.

15. SEVERABILITY

This Agreement is to be governed and construed according to the laws of the State of Wyoming. In the event that any provision of this Agreement is held to be in violation of Town, State or Federal laws and hereby rendered invalid or unenforceable as to any party or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

TOWN OF JACKSON,
a municipal corporation
of the State of Wyoming

Mark Barron, Mayor

THE TOWN OF JACKSON INCORPORATED SEAL TETON COUNTY, WYOMING

~~Roxanne Devries Robinson~~ Olivia Goodale
Town Clerk

APPROVED AS TO FORM:

Town Attorney

CONTENTS:

Town Engineer

Planning Director

TETON COUNTY HOUSING AUTHORITY

Richard D. Stout,
President

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Mark Barron as Mayor of the Town of Jackson this 7th day of July, 2014.

Witness my hand and official seal.

ROXANNE DEVRIES ROBINSON - NOTARY PUBLIC
County of Teton
State of Wyoming
MY COMMISSION EXPIRES 6/17/17

My commission expires:

Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by ~~Roxanne DeVries Robinson~~ Olivia Goodale as Town Clerk of the Town of Jackson this 7th day of July, 2014.

Witness my hand and official seal.

ROXANNE DEVRIES ROBINSON - NOTARY PUBLIC
County of Teton
State of Wyoming
MY COMMISSION EXPIRES 6/17/17

My commission expires:

Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Audrey Cohen-Davis as Town Attorney of the Town of Jackson this 30th day of June, 2014.

Witness my hand and official seal.

ROXANNE DEVRIES ROBINSON - NOTARY PUBLIC
County of Teton
State of Wyoming
MY COMMISSION EXPIRES 6/17/17

My commission Expires:

Notary Public

STATE OF WYOMING)
)ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Shawn P. O'Malley as Town Engineer of the Town of Jackson this 1st day of July, 2014.

Witness my hand and official seal.

ROXANNE DEVRIES ROBINSON - NOTARY PUBLIC
County of Teton
State of Wyoming
MY COMMISSION EXPIRES 6/17/17

My commission expires:

Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Tyler Sinclair as Planning Director of the Town of Jackson this 30th day of June, 2014.

Witness my hand and official seal.

ROXANNE DEVRIES ROBINSON - NOTARY PUBLIC
County of Teton
State of Wyoming
MY COMMISSION EXPIRES 6/17/17

My commission expires:

Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF WYOMING)

The foregoing instrument was acknowledged before me by Richard D. Stout, President of the Teton County Housing Authority this 27th day of June, 2014.

Witness my hand and official seal.

BILLI JO JENNINGS - NOTARY PUBLIC
COUNTY OF LINCOLN
STATE OF WYOMING
MY COMMISSION EXPIRES: SEPTEMBER 3, 2014

My commission expires:

Notary Public

Engineer's Opinion of Probable Cost For Construction
The Grove Housing Project
Teton County Housing Authority

Date: 23 May 2014 By: CB/AJ

Jorgensen Associates, P.C.
P.O. Box 9550 / 1315 S. Hwy 89, Suite 203
Jackson, Wyoming 83002 (307)
733-5150

Item No.	Description	Unit	Quantity	Unit Price	Amount
ROADS, SIDEWALKS, AND SITE WORK					
1	Site Earthwork; Stripping, Haul-Off, On-Site	CY	5,000	8.50	42,500.00
2	Road and Parking Subbase; 1 ft. Depth	TON	4,565	32.00	146,080.00
3	Road and Parking Base Course; 6 in. Grading 'H'	TON	2,370	42.00	99,540.00
4	Asphalt Pavement; 2 1/2 in.	TON	1,022	118.00	120,596.00
5	Vertical Curb and Gutter	LF	3,061	33.00	101,013.00
6	TOJ Vert. Curb & Gutter w/ Existing Demo & Paving	LF	345	45.00	15,525.00
7	All Sidewalk; Complete w/ Base	SF	18,858	11.50	216,867.00
8	All Sidewalk Pavers; Complete w/ Base	SF	7,187	11.50	82,650.50
9	All Concrete Patios; Complete w/ Base	SF	2,915	11.50	33,522.50
10	2 Ft. Concrete Valley Gutter w/ Base	LF	513	14.00	7,182.00
11	TOJ Street Reconstruction	EA	2	3,500.00	7,000.00
12	Striping: Parking, Crosswalks, etc.	LS	1	5,000.00	5,000.00
13	Topsoil Placement, 4" thick, screened	CY	616	20.00	12,320.00
14	Seeding	SY	1,992	1.00	1,992.00
15	Sod	SY	17,740	1.00	17,740.00
16	Landscaping	LS	1	146,000.00	146,000.00
17	Site Lighting	LS	1	25,000.00	25,000.00
	Subtotal Roads, Sidewalks, Site Work				$891,788.00
WATER DISTRIBUTION SYSTEM					
18	8" DIP	LF	335	39.00	13,065.00
19	6" DIP	LF	611	37.50	22,912.50
20	4" DIP	LF	620	32.50	20,150.00
21	4" Service Connection	EA	13	2,300.00	29,900.00
22	1" Service Connection	EA	13	1,000.00	13,000.00
23	1" CI 200 PE Service Line	LF	130	28.00	3,640.00
24	Fittings, Tee, Bend, etc.	LS	1	5,000.00	5,000.00
25	Valves, 8", 6", 4"	EA	1	6,650.00	6,650.00
26	Fire Hydrant	EA	3	4,500.00	13,500.00
27	Connection to Existing Main	EA	2	3,500.00	7,000.00
28	Water / Sewer Crossing per Detail	EA	9	900.00	8,100.00
29	Water System Flushing, Disinfection, and Testing	LS	3	2,500.00	7,500.00
	Subtotal Water Distribution				$150,417.50
SANITARY SEWER COLLECTION SYSTEM					
30	8" SDR 35 PVC Main Line	LF	935	39.50	36,932.50
31	6" SDR 35 PVC Service Line	LF	77	39.00	3,003.00
32	4" SDR 35 PVC Service Line	LF	696	31.00	21,576.00
33	6" Sewer Service Connection	EA	2	2,500.00	5,000.00
34	4" Sewer Service Connection	EA	12	2,200.00	26,400.00
35	Sewer Manhole, 5 Ft. Height on New Main Line	EA	6	3,200.00	19,200.00
36	Additional Manhle Height	VFT	18.60	110.00	2,046.00
37	Sewer Service Cleanout; Conc. to Set	EA	14	300.00	4,200.00
38	Connection To Existing Sewer Main w/ new MH	EA	1	2,500.00	2,500.00
39	Connection To Existing Sewer Manhole	EA	1	3,800.00	3,800.00
40	Sewer System Cleaning and Testing	LS	3	2,500.00	7,500.00
	Subtotal Sanitary Sewer Collection				$132,157.50

Item No.	Description	Unit	Quantity	Unit Price	Amount
STORM SEWER COLLECTION SYSTEM					
41	12" SDR 35 PVC Main Line	LF	1,110	31.50	34,965.00
42	6" SDR 35 PVC Branch Line	LF	1,578	30.50	48,129.00
43	6" Branch Connection	EA	5	350.00	1,750.00
44	48" Storm Manhole on Existing Line	EA	2	2,500.00	5,000.00
45	30" Catch Basin	EA	9	1,400.00	12,600.00
46	Landscaping Inlet Grate	EA	9	450.00	4,050.00
47	Solid Access Cover; DL-A1055 w/ One Pick Hole	EA	2	300.00	600.00
48	Storm Sewer Service Building Connection	EA	11	3,000.00	33,000.00
49	Storm Sewer Cleaning and Testing	LS	2	1,200.00	2,400.00
	Subtotal Storm Sewer Collection				$142,494.00
CABLE UTILITIES AND MISCELLANEOUS ITEMS					
50	Type A Trenching and Backfill	LF	2,179	9.25	20,155.75
51	4" Sch 40 PVC Conduit	LF	2,179	4.75	10,350.25
52	4" Sch 40 PVC Sweeps	EA	18	55.00	990.00
53	Vault, Transformer, Pedestal Location Backfill	EA	9	850.00	7,650.00
54	Irrigation Sleeves; 4" SCH 40 PVC	LF	1,800	5.00	9,000.00
55	Site Lighting Sleeves; 4"SCH PVC	LF	1,800	5.00	9,000.00
56	Type 2 Pipe Bedding	TON	100	27.00	2,700.00
57	Silt Fence Erosion Protection	LF	500	6.50	3,250.00
58	Straw Wattle Erosion Protection	LF	20	10.00	200.00
59	Force Account	LS	1	20,000.00	20,000.00
60	Mobilization	LS	1	50,000.00	50,000.00
	Subtotal Miscellaneous Items				$133,296.00

COST FOR PROJECT INFRASTRUCTURE CONSTRUCTION **$1,450,153.00**
15% CONTINGENCY **$217,522.95**

ENGINEER'S OPINION OF PROBABLE COST FOR CONSTRUCTION **$1,667,675.95**

Professional Engineer (Civil)
AARON F. JAPEL
10210
Date 4/15/14
WYOMING

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 49700 - SCHOOL EXACTIONS
DATE: 10 March. 2016

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49770

1. PROJECT NAME: The Grove Condominiums Phase Two
2. LOCATION: 260 Scott Lane
3. PROJECT NUMBER: P06-091, et al

4. CALCULATE REQUIRED DEDICATION OF LAND:

LAND DEDICATION REQUIREMENT	X	# OF UNITS	=	LAND DEDICATION
.O2O ACRES PER UNIT SINGLE & TWO-FAMILY				
.015 ACRES PER UNIT MULTI-FAMILY		24		0.36

5. CALCULATE CASH IN-LIEU:

0.36 LAND DEDICATION STANDARD X $100,000 (VALUE OF LAND) = $ 36,000 CASH-IN-LIEU

6. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 49750 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

TOWN OF JACKSON
LAND DEVELOPMENT REGULATIONS
DIVISION 49600 - PARK EXACTIONS
DATE: 10 March, 2016

CASH-IN-LIEU OF LAND DEDICATION: SECTION 49660

1. PROJECT NAME: The Grove Condominiums Phase Two

2. LOCATION:

3. PROJECT NUMBER: P06-091, et al

4. CALCULATE PROPOSED PROJECT POPULATION:

UNIT TYPE	# OF UNITS	X	PERSONS HOUSED PER UNIT	PROJECTED POPULATION
STUDIO			1.25	
1 BEDROOM			1.75	
2 BEDROOM	12		2.25	27
3 BEDROOM	12		3.00	36
4 BEDROOM			3.75	
5 BEDROOM			4.50	
EACH ADDITIONAL BEDROOM			0.50	
DORMITORY			1 per 150 sf of net habitable area	
TOTAL				63

5. CALCULATE REQUIRED PARK ACREAGE:

63 TOTAL PROJECTED POPULATION X 9 ACRES / 1000 RESIDENTS = 0.567 REQUIRED ACRES

6. CALCULATE CASH-IN-LIEU:

0.567 REQUIRED ACRES X $100,000 (VALUE OF LAND) = $ 36,000 CASH-IN-LIEU

7. FOR INFORMATION ON PROVIDING AN INDEPENDENT CALCULATION, SEE LDR SECTION 49650 OPTION FOR INDEPENDENT CALCULATION OF DEDICATION STANDARDS

JORGENSEN
It's About People, Trust and Know How

PO Box 9550 · 1315 HWY 89 S., Suite 201
Jackson, WY 83002
PH: 307.733.5150
|www.jorgeng.com

March 4, 2016

Mr. Allan Cunningham
Administrator, Board of Control Water Division
State Engineer's Office
122W 25th Street; Herschler Building, 4E
Cheyenne, Wyoming 82002
307.777.6899
VIA FEDERAL EXPRESS

Re: Petition for Voluntary Abandonment of
a portion of the W. F. Mosser and H. C. Trexler Appropriation, La Plant Ditch, Permit 1404, C.R. 30, P. 372;

Dear Mr. Cunningham,

For processing please find enclosed the following:

1. mylar and one copy of the Map to Accompany the above-referenced Petition;
2. executed original of the above-referenced Petition;
3. Evidence of Authorization to execute Petition; and
4. Evidence of Ownership pertinent to the lands described in the Petition.
   (Map T-58D, Affidavit of Acknowledgement and Acceptance, Warranty Deed)

(Note no fees are required for this petition.)

Please do not hesitate to call me with any questions or concerns, and as always thank you for your assistance.

Best Regards,
JORGENSEN ASSOCIATES, P.C.

Robyn H. Lunsford
Encl.
H:\2006\06070\07-Phase 2 Plat\Docs\Water Rights\Let Submit Petition BOC.doc

PETITION FOR VOLUNTARY ABANDONMENT OF A PORTION OF THE W. F. MOSSER AND H. C. TREXLER APPROPRIATION, DIVERTING FROM FLAT CREEK (F.K.A. LITTLE GROS VENTRE RIVER), TRIBUTARY SNAKE RIVER, THROUGH THE LA PLANT DITCH, PERMIT NO. 1404, WITH PRIORITY OF JANUARY 23, 1897 O.R. 4, P. 371; C.R. 30, P. 372; PROOF 10194	)))))))))	BEFORE THE STATE BOARD OF CONTROL CHEYENNE, WYOMING

COMES NOW the Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming, acting through its Executive Director, Stacy A. Stoker, of P.O. Box 714, Jackson, County of Teton, State of Wyoming, who being duly sworn on oath according to law, does hereby make the following statements of facts and petition:

1. THAT, as evidenced by the attached copies of that Map of Survey of record as Map No. T-58D in the Office of the Clerk of Teton County, Wyoming; that Affidavit of Acknowledgement and Acceptance of Boundary Adjustment of Parcels Owned by Teton County Housing Authority of record in Book 869 of Photo, pages 746-748 in said Office; and that Warranty Deed of record in said Office in Book 787 of Photo, pages 739-740, said Warranty Deed describing the lands in their original configuration prior to said Boundary Adjustment; said Teton County Housing Authority is the owner of lands commonly referred to as Adjusted Tract 18A, Adjusted Parcel A, and Adjusted Parcel B; said lands having rights under the appropriations described below.

2. THAT the appropriation for which voluntary abandonment is sought is the. W. F. Mosser and H.C. Trexler Appropriation, diverting from Flat Creek (f.k.a. as the Little Gros Ventre River), tributary Snake River, through the La Plant Ditch under Permit 1404, of record in Order Record 4, page 371; Certificate Record 30, page 372; Proof 10194, with priority of January 23, 1897 for the following lands:

Township 41 North, Range 116 West			
Section 33:	NW¼SW¼	20	acres
Section 32:	NE¼SE	35.62	
	NW¼SE¼	28.29	
	SW1/4SE1/4	34.82	
Total		118.73	acres (1.70 c.f.s.)

3. THAT the La Plant Ditch does not exist on the ground and has not existed for many years on said lands. Water is not currently being diverted and beneficially used and will not be diverted or used in the future on the lands of the Petitioners. The portions of said appropriation that will no longer be irrigated are described as follows:

Township 41 North, Range 116 West			
Section 33:	NW¼SW¼	3.90	acres
Total		3.90	acres (0.056 c.f.s.)

4. THAT your Petitioner declares its intention to voluntarily abandon that portion of the appropriation described in paragraph 3 above, that is attached to said Adjusted Tract 18A, Adjusted Parcel A, and Adjusted Parcel B, and request that a proper Order of the State Board of Control be entered declaring such Voluntary Abandonment.

5. THAT a map in duplicate prepared by Kenneth G. Magrath, a Wyoming Professional Land Surveyor showing the actual situation on the ground accompanies this petition.

6. That no fees are required for this petition.

Respectfully submitted,

Stacy A. Stoker, Executive Director
Teton County Housing Authority

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this 4th day of March, 2016 by Stacy A. Stoker, as Executive Director of the Teton County Housing Authority, a duly constituted Housing Authority establish by Teton County, Wyoming, who does verify that the foregoing instrument is signed in the name of, on behalf of, and by authority of the Teton County Housing Authority.

WITNESS my hand and official seal.

Billi Jo Jennings - Notary Public
County of Lincoln
State of Wyoming
My Commission Expires: September 3, 2018

Notary Public
My Commission Expires:

Special Meeting January 28, 2016
Minutes

Meeting called to order by Board Chair Dick Stout at 1:33pm, January 28, 2016.

In attendance: Stacy Stoker, Brian Siegfried, Jeff Collins, Dick Stout.

Quorum was determined to be present.

Adoption of Agenda - Jeff Collins moved to approve the agenda as presented. Brian Siegfried seconded. All voted in favor.

Old Business:

a. The Grove Phase 2 Pay Application #6 – Jeff Collins moved to approve Pay Application #6 for The Grove, Phase 2 in the amount of $393,994.29 and Owner Purchase Materials in the amount of $122,018.90. Brian Siegfried seconded. All voted in favor.
b. The Grove Phase 1 Commercial & Residential Spaces – There was discussion based on the cost analysis of the Phase 1 building. There are prospective investors interested in purchasing the entire building with restrictions kept in place to keep the rentals affordable in perpetuity. Net sale proceeds could potentially be used to build out Phase 3. Ray Elser provided an analysis of what the commercial spaces could be rented out per square foot without tenant improvements. Brian Siegfried moved to direct Ray Elser of Contour Properties to explore and negotiate leasing 2 commercial spaces at The Grove, Phase 1 with current potential lessee's with no tenant improvements costs to TCHA. Jeff Collins seconded. All voted in favor.

New Business:

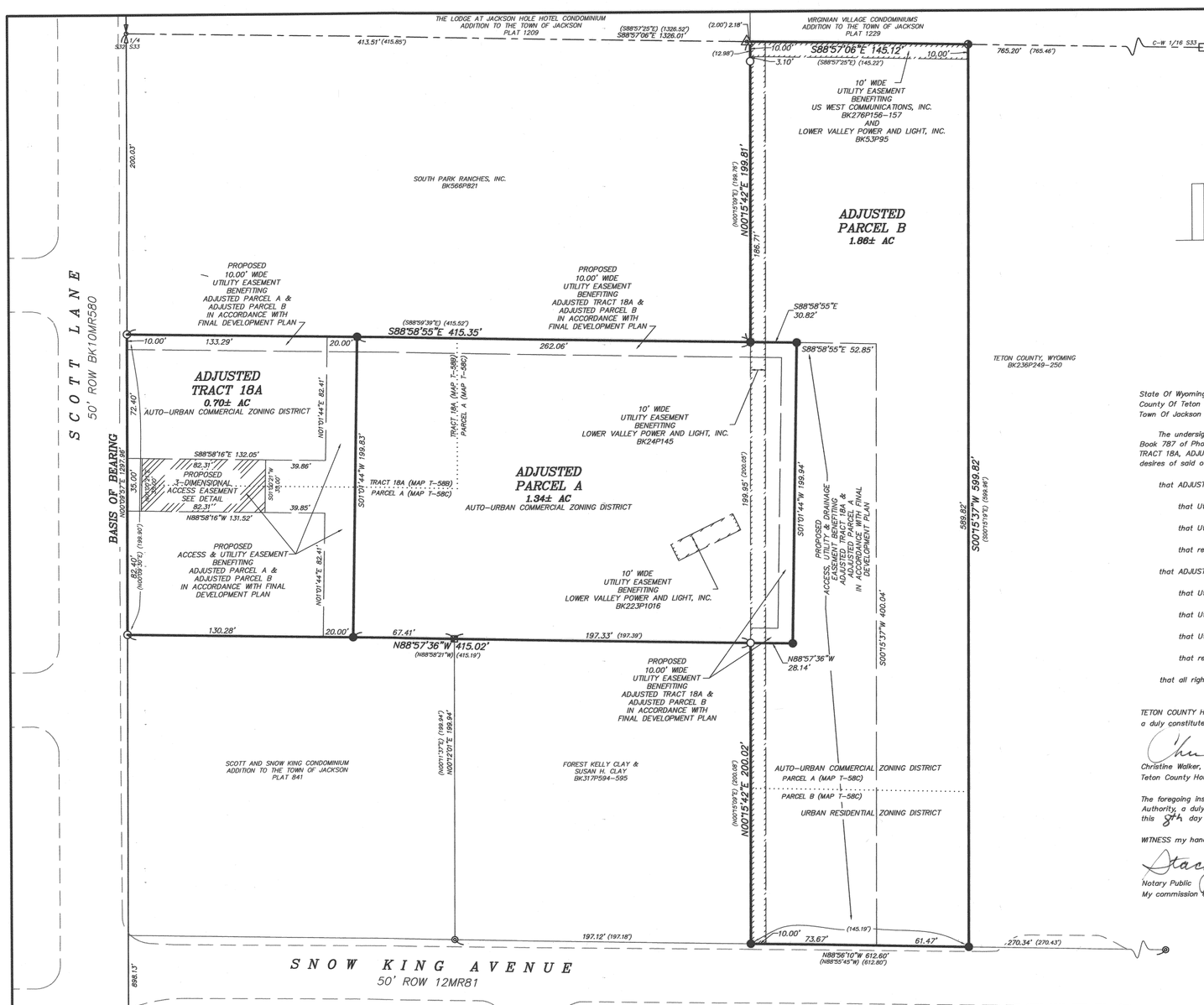
a. The Grove Phase 2 Plat - Vacation of water rights - There are historical surface water rights that need to be vacated on an irrigation ditch that no longer exists. The TCHA Executive Director needs the TCHA Board to approve her signing the petition to the State Board of Control to vacate. Brian Seigfried moved to approve authorizing Stacy Stoker to sign the petition to the State Board of Control to vacate the surface water rights for irrigation that currently exist on The Grove property. Jeff Collins seconded. All voted in favor.
b. The Grove Phase 2 - Naming of streets - There was some discussion. The TCHA Board moved to approve naming the streets within the The Grove project: Canopy Court and Timber Road.

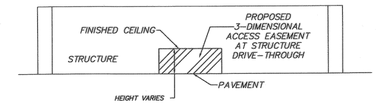
Chet Lockhard was present via phone conference to discuss a breakdown on the cost analysis for Phase 3 that will be presented to the Board of County Commissioners on February 3, 2016.

Executive Session: None

Adjournment: Brian Siegfried moved to adjourn the meeting at 2:55pm, Jeff Collins seconded. All voted in favor.

Approved 2/17/2016





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3-DIMENSIONAL ACCESS EASEMENT
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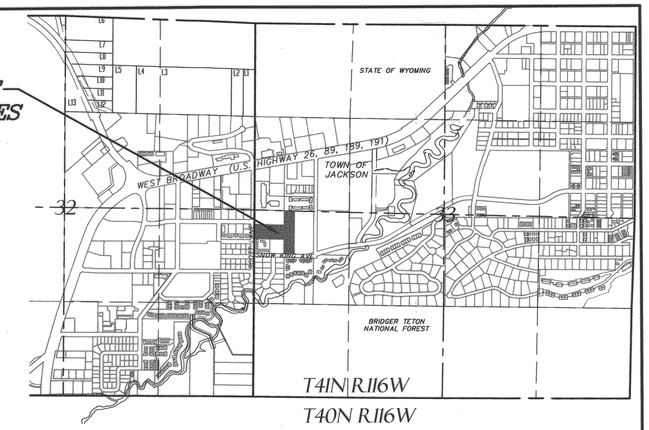


Scale: 1 Inch = 1000 Feet
This scale valid only for 24x36 prints.

VICINITY MAP
Section 33, T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

CERTIFICATE OF OWNERS

State Of Wyoming)
County Of Teton) SS
Town Of Jackson)

The undersigned owners and proprietors of those parcels of record in the Office of the Clerk of Teton County, Wyoming in Book 787 of Photo, pages 739-740, hereby certify that the adjustment of the boundaries of said parcels to create ADJUSTED TRACT 18A, ADJUSTED PARCEL A and ADJUSTED PARCEL B depicted hereon is with the free consent and in accordance with the desires of said owners and proprietors;

that ADJUSTED PARCEL A is SUBJECT TO the following of record in said Office:

that Utility Easement benefiting Lower Valley Power and Light, Inc. of record in Book 223 of Photo, page 1016; and,

that Utility Easement benefiting Lower Valley Power and Light, Inc. of record in Book 24 of Photo, page 145;

that restrictive covenant in that Warranty Deed of record in Book 555 of Photo, pages 246-247;

that ADJUSTED PARCEL B is SUBJECT TO the following of record in said Office:

that Utility Easement benefiting Lower Valley Power and Light, Inc. of record in Book 24 of Photo, page 145;

that Utility Easement benefiting Lower Valley Power and Light, Inc. of record in Book 53 of Photo, page 95; and,

that Utility Easement benefiting US West Communications, Inc. of record in Book 276 of Photo, pages 156-157;

that restrictive covenant in that Warranty Deed of record in Book 555 of Photo, pages 246-247;

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

TETON COUNTY HOUSING AUTHORITY,
a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. 15-10-116 as amended

Christine Walker, Executive Director
Teton County Housing Authority

The foregoing instrument was acknowledged before me by Christine Walker, Executive Director of the Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. 15-10-116 as amended, this 8th day of May 2014.

WITNESS my hand and official seal.

Stacy A. Stoker
Notary Public
My commission expires:

STACY A. STOKER - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES: 8-13-2016

NOTES

RECORD DATA FROM THAT MAP OF SURVEY ENTITLED "BOUNDARY LINE ADJUSTMENT SCOTT MINI, LLC & JACKSON TRAILER PARK SNOW KING, LLC" OF RECORD IN THE OFFICE OF THE CLERK OF TETON COUNTY, WYOMING AS MAP T-58C OR THAT PLAT ENTITLED "VIRGINIAN VILLAGE CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON" OF RECORD IN SAID OFFICE AS PLAT 1229.

ZONING DISTRICTS ARE SHOWN FOR REFERENCE. ZONING DISTRICTS INDICATED REFLECT CURRENT ZONING AT DATE OF THIS SURVEY. ZONING DISTRICTS ARE SUBJECT TO CHANGE

CERTIFICATE OF SURVEYOR

State Of Wyoming)
County Of Teton) SS
Town Of Jackson)

I, Kenneth G. Magrath, a Professional Wyoming Land Surveyor, employed by Jorgensen Associates, P.C. of Jackson, Wyoming hereby certify:

that this Map of Survey was made from notes taken during field surveys performed by others under my direction during November 2013 and February 2014 and from records in the Office of the Clerk of Teton County, Wyoming;

that this map correctly represents the adjusted boundaries of those parcels described in that Warranty Deed of record in said Office in Book 787 of Photo, pages 739-740;

that the BASIS OF BEARING for this map is N00°09'57"E on the westerly boundary of NW1/4 SW1/4 Section 33, and was derived by GPS measurement.

Professional Land Surveyor KENNETH G. MAGRATH 8469 WYOMING
Date

Kenneth G. Magrath
Wyoming Professional Land Surveyor No. 8469

The foregoing instrument was acknowledged before me by Kenneth G. Magrath this day of May 2014.

WITNESS my hand and official seal.

Notary Public
My commission expires:

GRANTOR: MAGRATH, KENNETH G SURVEYOR
GRANTEE: THE PUBLIC T-58D
Doc 0859309 bk 41 pg 116-116 Filed At 16:52 ON 05/22/14
Sherry L. Daigle Teton County Clerk fees: 50.00
By Mary D Antrobus Deputy

LEGEND

- 2" diameter steel pipe with 3" diameter brass cap inscribed "RLS 164 1972" with other appropriate markings, found this survey
- 2" diameter steel pipe with 3" diameter brass cap inscribed "RLS 164 1960" with other appropriate markings, found this survey
- 2" diameter steel pipe with 3" diameter brass cap inscribed "U.S. DEPT OF THE INTERIOR BUR. OF LAND MANAGEMENT 1956" with other appropriate markings, found this survey
- 5/8" diameter steel reinforcing bar with 2" diameter aluminum cap inscribed "PLS 3831" found this survey
- T-STAKE with no cap found this survey
- 5/8" diameter steel reinforcing bar with 2" diameter aluminum cap inscribed "PLS 5368" with other appropriate markings, found this survey
- 5/8" diameter steel reinforcing bar with 1-1/2" diameter aluminum cap inscribed "PLS 6193 WC 2.0" found this survey
- 5/8" diameter steel reinforcing bar with 1-1/2" diameter aluminum cap inscribed "PE&LS 578" found this survey
- 5/8" diameter steel reinforcing bar with no cap found this survey
- 5/8" diameter steel reinforcing bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 8469" to be set by June 30, 2014
- boundary adjusted parcel
- boundary adjoining property
- boundary of a parcel vacated as a result of this minor boundary adjustment
- boundary record easement, as noted
- edge of pavement, approximate
- section/sectional subdivision boundary
- S10°20'36"E 360.61' — measured bearing and distance
- (S10°13'E) (678.94') — record bearing and distance

Scale: 1 inch = 40 feet
This scale valid only for 24x36 prints.

CERTIFICATE OF APPROVAL

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

I, Tyler Sinclair, Town of Jackson Planning director, do hereby:

accept and approve the adjustment of the boundaries, as shown hereon, of those parcels of record in the Office of the Clerk of Teton County, Wyoming in Book 787 of Photo, pages 739-740;

acknowledge that said adjustment of boundaries is permitted according to Division 6300 of the Town of Jackson Land Development Regulations.

Tyler Sinclair, Town of Jackson Planning Director

The foregoing instrument was acknowledged before me by Tyler Sinclair this 15th day of May 2014.

WITNESS my hand and official seal.

Notary Public
My commission expires: 3/7/18

Stephanie E. Hix - Notary Public
County of Teton State of Wyoming
My Commission Expires 3/7/18

T-58D

MAP OF SURVEY
MINOR BOUNDARY ADJUSTMENT BETWEEN PROPERTIES OF TETON COUNTY HOUSING AUTHORITY

Land Described in Book 787 of Photo, pages 739-740
LOCATED IN THE
NW1/4 of SW1/4 Section 33
T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

JORGENSEN ASSOCIATES, P.C. P.O. BOX 9550 JACKSON, WYOMING 83002 (307) 733-5150

Prepared By: RHL Map Prepared: May 8, 2014 Project No.: 06070.03

H:\2006\06070\03-Boundary Adjustment\Acad\06070-03_MS The Grove.dwg

Released	
Indexed	✓
Abstracted	✓
Scanned	

AFFIDAVIT OF ACKNOWLEDGMENT AND ACCEPTANCE OF BOUNDARY ADJUSTMENT OF PARCELS OWNED BY TETON COUNTY HOUSING AUTHORITY:

The undersigned, being first duly sworn, deposes and says:

THAT the undersigned, for and on behalf of Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. 15-10-116 as amended, has examined a copy of that Map of Survey titled "Minor Boundary Adjustment Between Properties of Teton County Housing Authority" last revised May 8, 2014, showing the Minor Boundary Adjustment of parcels owned by said Housing Authority, consisting of metes and bounds parcels described in that Warranty Deed of record in said Office in Book 787 of Photo, pages 739-740; and being located within the NW1/4 of the SW1/4 of Section 33, T41N, R116W, 6th P.M., Teton County, Wyoming;

THAT said Teton County Housing Authority is the owner and proprietor of said parcels;

THAT the undersigned acknowledges that the boundary adjustment of land described in Exhibit 'A', attached hereto and by this reference made a part hereof, and depicted on said Map of Survey is with the free consent and in accordance with the desires of said Teton County Housing Authority; and

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

Teton County Housing Authority, a duly constituted Housing Authority
established by Teton County, Wyoming pursuant to W.S. 15-10-116 as amended

Christine Walker
Executive Director

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On this 8th day of May 2014 before me personally appeared Christine Walker acting under her authority as Executive Director of Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. 15-10-116 as amended, personally known to me, to be the person whose name is subscribed within this instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on this instrument, the entity upon behalf of which she acted executed this instrument as its free act and deed.

WITNESS my hand and official seal.

GRANTOR: TETON COUNTY HOUSING AUTHORITY
GRANTEE: THE PUBLIC
Doc 0859310 bk 869 pg 746-748 Filed At 16:55 ON 05/22/14
Sherry L. Daigle Teton County Clerk fees: 18.00
By Mary D Antrobus Deputy

Notary Public
My Commission Expires:

STACY A. STOKER - NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
MY COMMISSION EXPIRES: 8-13-2016

ADJUSTED PARCEL B

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 33;

thence S88°57′06″E, on the East-West Center-Section Line of said Section 33, 415.69 feet, to the **TRUE POINT OF BEGINNING,** witnessed by a 5/8" diameter steel reinforcing bar with 1½" aluminum cap inscribed "WC 2.0' PLS 6193" that lies westerly 2.18 feet;

thence continuing on said Center-Section Line, being also the northerly boundary of that parcel identified as Parcel B, in that warranty deed of record in Book 787 of Photo, Pages 739-740, in the Office of County Clerk for Teton County, Wyoming, S88°57′06″E 145.12 feet to the Northeast Corner thereof, monumented by a reinforcing bar with 2" diameter aluminum cap inscribed "PLS 5368", found this survey;

thence S00°15′37″W on the easterly boundary of said Parcel B, 599.82 feet to the Southeast Corner thereof;

thence N88°56′10″W on the southerly boundary of said Parcel B, 145.14 feet to the Southwest Corner thereof;

thence N00°15′42″E on the westerly boundary thereof, 200.02 feet to the southerly boundary of Adjusted Parcel A described above;

thence S88°57′36″E on said southerly boundary 28.14 feet to the Southeast Corner thereof;

thence N01°01′44″E on the easterly boundary of said Adjusted Parcel A, 199.94 feet to the Northeast Corner thereof;

thence N88°58′55″W on the northerly boundary thereof, 30.82 feet;

thence N00°15′42″E 199.81 feet to the point of beginning.

The above-described Adjusted Parcel A contains an area of 81,147.8 square feet or 1.86 acres, more or less, and is in accordance with that Map of Survey titled Minor Boundary Adjustment between Properties of Teton County Housing Authority.

Kenneth G Magrath, Wyoming Professional Land Surveyor No. 8469
JORGENSEN ASSOCIATES, P.C.

EXHIBIT A

WARRANTY DEED

Town of Jackson, Wyoming, a Wyoming municipal corporation of the State of Wyoming, GRANTOR, of Teton County, Wyoming, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, CONVEYS AND WARRANTS to Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. § 15-10-116 as amended, GRANTEE, whose address is Post Office Box 714, Jackson, Wyoming, 83001 the following described real estate, situate in the County of Teton, State of Wyoming, hereby waiving and releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

First American Title Insurance Company

See attached Exhibit A.

Tract 18-A:
PIN #22-41-16-33-3-00-006
Parcel A:
PIN #22-41-16-33-3-00-036
Parcel B:
PIN #22-41-16-33-3-00-037

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging. Subject to all covenants, conditions, restrictions, easements, reservations, and rights-of-way of sight and/or record.

RELEASED	
INDEXED	✓
ABSTRACTED	✓
SCANNED	✓

WITNESS my hand this 18th day of August, 2011.

Town of Jackson, Wyoming:

Mark Barron, Mayor

THE TOWN OF JACKSON INCORPORATED ★ SEAL ★ 1914 TETON COUNTY, WYOMING

ATTESTED:

Roxanne Robinson, Town Clerk

GRANTOR TOWN OF JACKSON WYOMING
GRANTEE. TETON COUNTY HOUSING AUTHORITY
Doc 0799664 bk 787 pg 739-740 Filed At 13:11 ON 08/18/11
Sherry L. Daigle Teton County Clerk fees. 11.00
By Kassie Hansen Deputy

STATE OF WYOMING)
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this 18th day of August, 2011 by Mark Barron as Mayor of the Town of Jackson, Wyoming.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: 2 10 15

Law Offices of
Hess Carlson & D'Amours, LLC
Post Office Box 449
30 East Simpson Street
Jackson, Wyoming 83001
307-733-7881

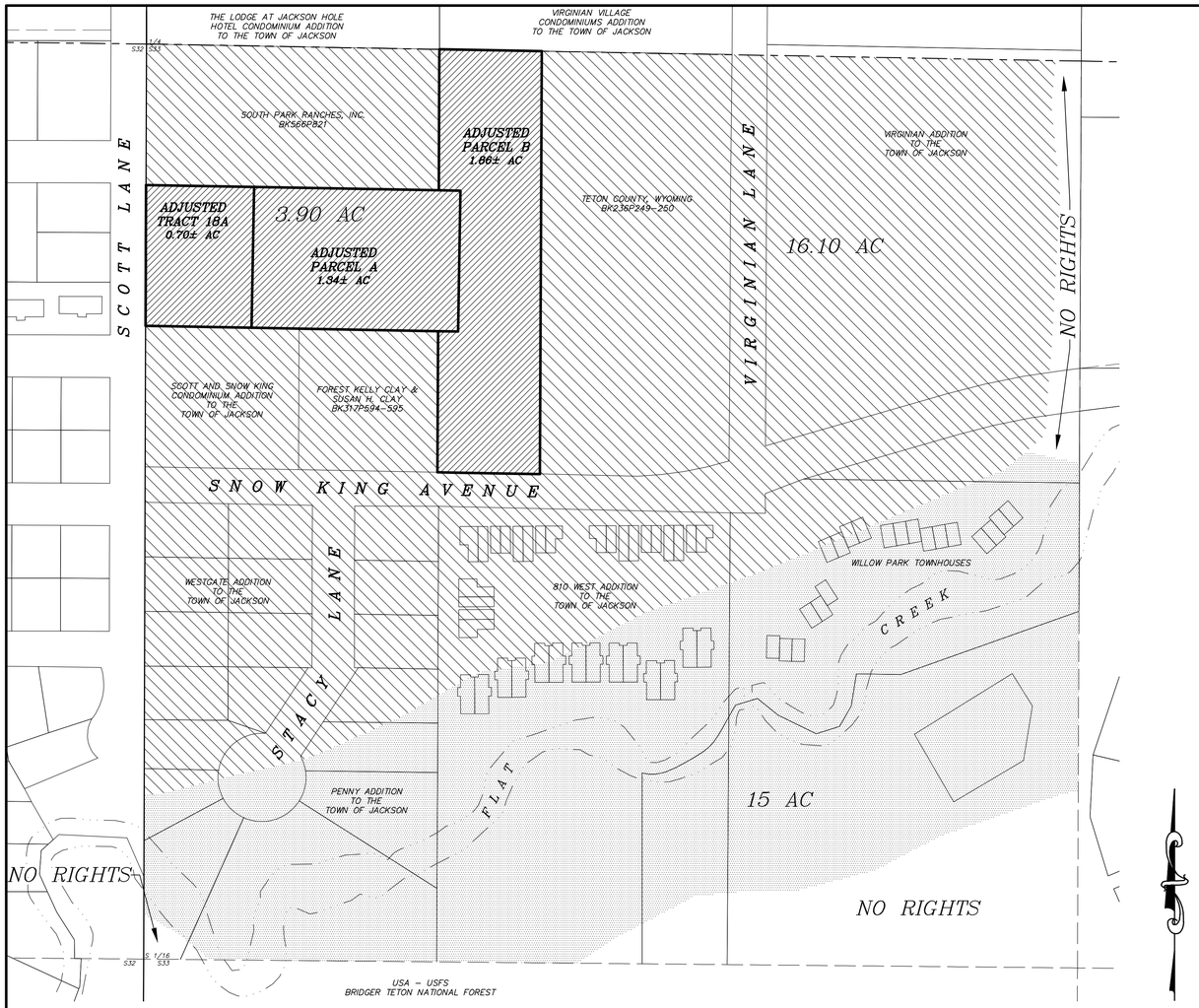
KELLY BOWLIN - NOTARY PUBLIC
County of Teton
State of Wyoming
My Commission Expires 2 10 15

Exhibit A

Those parcels of Land being identical to Parcel A, Parcel B, and Tract 18A as shown on "Map to Accompany Boundary Line Adjustment prepared for Scott Mini, LLC and Jackson Trailer Park Snow King, LLC," Map T-58C recorded in the Office of the Clerk of Teton County, Wyoming, located within the NW¼SW¼ of Section 33, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, being more particularly described as:

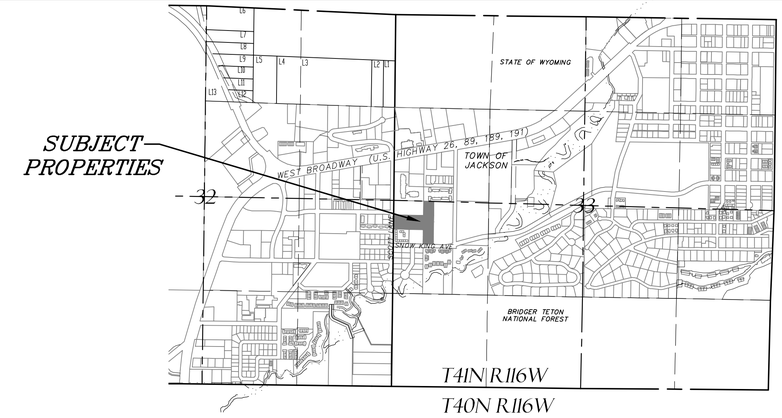
COMMENCING at the west one-quarter corner of said Section 33, marked by a 2 inch diameter pipe with 3 inch diameter brass cap inscribed "RLS 164" along with other markings;
THENCE, S 00°09'30" W, 200.04 feet, along the west line of said Section 33, to the POINT OF BEGINNING being the northwest corner of said Tract 18A marked by a 5/8 inch diameter rebar with a 2 inch diameter aluminum cap inscribed "PLS 3831";
THENCE, S 88°59'39" E, 415.52 feet, along the north line of said Tract 18A and said Parcel A, to a point marked by a 5/8 inch diameter rebar with a 2 inch aluminum cap inscribed "PLS 3831";
THENCE, N 00°15'09" E, 186.78 feet, along the west line of said Parcel A to a witness corner to the northwest corner of said Parcel A, marked by a 5/8 inch diameter rebar with a 2 inch aluminum cap inscribed "PLS 3831"
THENCE, continuing N 00°15'09" E, 12.98 feet to the said northwest corner of Parcel A, being on the north line of said NW¼SW¼;
THENCE, S 88°57'25" E, 145.22 feet, along said north line to the northeast corner of said Parcel A, marked by a 5/8 inch diameter rebar with aluminum cap inscribed "PLS 5368";
THENCE, S 00°15'19" W, 496.64 feet, along the east line of said Parcel A to the northeast corner of said Parcel B marked by a 5/8 inch diameter rebar with a 2 inch aluminum cap inscribed "PLS 3831";
THENCE, continuing S 00°15'19" W, 103.32 feet along the east line of said Parcel B to a point intersecting the north Right-of-Way line of Snow King Avenue, marked by a 5/8 inch diameter rebar with aluminum cap inscribed "PLS 5368";
THENCE, N 88°55'45" W, 145.19 feet, along said Right-of-Way to the southwest corner of said Parcel B marked by a 5/8 inch diameter rebar with a 2 inch aluminum cap inscribed "PLS 3831";
THENCE, N 00°15'09" E, 103.32 feet, along the west line of said Parcel B to the northwest corner of said Parcel B marked by a 5/8 inch diameter rebar with a 2 inch aluminum cap inscribed "PLS 3831";
THENCE, continuing N 00°15'09" E, 96.76 feet along the west line of said Parcel A to a point marked by a 5/8 inch diameter rebar with a 2 inch aluminum cap inscribed "PLS 3831";
THENCE, N 88°58'21" W, 415.19 feet, along the south line of said Parcel A, to a point intersecting said west line of Section 33, marked by a 5/8 inch diameter rebar with a 2 inch aluminum cap inscribed "PLS 3831";
THENCE, N 00°09'30" E, 199.90 feet, along said west line of Section 33, to the POINT OF BEGINNING.

The base bearing for this description is N 00°09'30" E, along the west line of Section 33, between the West ¼ and South 1/16 Corners common to Sections 32 and 33.



SCALE: 1 INCH = 100 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

DETAIL MAP
NW1/4SW1/4 SECTION 33
T41N, R116W, 6TH P.M.
TETON COUNTY, WYOMING



SCALE: 1 INCH = 1000 FEET
THIS SCALE VALID ONLY FOR 24x36 PRINTS

VICINITY MAP
Section 33, T41N, R116W, 6th P.M.
Town of Jackson
Teton County, Wyoming

NOTES

This map shows surface water rights within the NW1/4SW1/4 of Section 33, T41N, R116W only.

LEGEND FOR WATER RIGHTS IN NW1/4SW1/4 S.33, T41N, R116W

15 AC — indicates total acreage within the NW1/4SW1/4 Section 33, Township 41 North, Range 116 West under a legend item listed below

Lands with rights under the W. F. Mosser and H. C. Trexler Appropriation, Permit 1404D, through the La Plant Ditch, diverting from Flat Creek (f.k.a. Little Gros Ventre River), tributary Snake River, with priority of January 23, 1897, C.R. 30, P. 372; O.R. 4, P. 371; Proof 10194, to be voluntarily abandoned by accompanying petition; said lands include Adjusted Tract 18A, Adjusted Parcel A, and Adjusted Parcel B as depicted on that Map of Survey entitled Minor Boundary Adjustment Between Properties of Teton County Housing Authority of record as Map T-58D in the Office of the Clerk of Teton County, Wyoming; which boundary adjustment was acknowledged and accepted by that Affidavit of Acknowledgement and Acceptance of Boundary Adjustment of Parcels Owned by Teton County Housing Authority of record in Book 869 of Photo, pages 746-748 in said Office and which were deeded in their original configuration by that Warranty Deed of record in said Office in Book 787 of Photo, pages 739-740; 3.90 acres.

Lands with rights under the W. F. Mosser and H. C. Trexler Appropriation, Permit 1404, through the La Plant Ditch, diverting from Flat Creek (f.k.a. Little Gros Ventre River), tributary of Snake River, with priority of January 23, 1897; C.R. 30, P. 372; O.R. 4, P. 371; Proof 10194; 16.1 acres shown hereon not affected by accompanying petition; additional acres not affected by accompanying petition are adjudicated under said appropriation, but not depicted hereon.

Lands with rights under the Charles Wilson Appropriation, Permit 4284E, through the Enlargement La Plant Ditch, diverting from Flat Creek (f.k.a. Little Gros Ventre River), tributary of Snake River, with priority of February 21, 1922; C.R. 44, P. 395; O.R. 6, P. 466; Proof 18624; 15 acres shown hereon not affected by accompanying petition; additional acres are adjudicated under said appropriation, but not depicted hereon, and are not affected by accompanying petition.

boundary, SUBJECT PROPERTIES

boundary adjoining property

section/sectional subdivision boundary

CERTIFICATE OF SURVEYOR

State Of Wyoming)
County Of Teton) SS
Town Of Jackson)

I, Kenneth G. Magrath, a Professional Wyoming Land Surveyor, hereby certify:

that this map was prepared from data collected during field surveys performed by others under my direction during November 2013 and February 2014, from records in the Office of the Clerk of Teton County, Wyoming, and from records of the Wyoming State Engineer's Office; and

that this map correctly represents the areas from which surface water rights are to be voluntarily abandoned by an accompanying Petition to the State Board of Control.

Professional Land Surveyor
KENNETH G. MAGRATH
8469
Date
WYOMING

Kenneth G. Magrath
Wyoming Professional Land Surveyor No. 8469

The foregoing instrument was acknowledged before me by Kenneth G. Magrath this day of February 2016.

WITNESS my hand and official seal.

Notary Public
My commission expires:

MAP TO ACCOMPANY
PETITION FOR VOLUNTARY ABANDONMENT
OF A PORTION OF THE
W. F. MOSSER AND H. C. TREXLER APPROPRIATION,
DIVERTING FROM FLAT CREEK (F.K.A. LITTLE GROS VENTRE RIVER),
TRIBUTARY SNAKE RIVER,
THROUGH THE LA PLANT DITCH,
PERMIT NO. 1404, WITH PRIORITY OF JANUARY 23, 1897
O.R. 4, P.371; C.R. 30, P.372; PROOF 10194

PETITIONER

Teton County Housing Authority
a duly constituted Housing Authority
established by Teton County, Wyoming
P.O. Box 714
Jackson, WY 83001

PETITION GRANTED _____	APPROVED _____
_____	Patrick T. Tyrrell, State Engineer

JORGENSEN ASSOCIATES, P.C. P.O. BOX 9550 JACKSON, WYOMING 83002 (307) 733-5150

Prepared By: RHL Map Prepared: March 3, 2016 Project No.: 06070.07

H:\2006\06070\07-Phase 2 Plat\Acad\06070-07-16 WR Vol Abandon Map.dwg

CONDOMINIUM DECLARATION

for the

THE GROVE

DRAFT

Condominium Declaration for the Grove Condominiums
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CONDOMINIUM DECLARATION

FOR THE

THE GROVE CONDOMINIUMS

This Condominium Declaration ("Declaration") for the Grove Condominiums is made this _____ day of _____, 20__ to be effective on the date of recordation in the land records of Teton County, Wyoming, by the TETON COUNTY HOUSING AUTHORITY, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. §15-10-116, as amended (the "Declarant"), pursuant to the Condominium Ownership Act, Wyoming Statutes Sections 34-20-101 et.seq. (the "Act").

ARTICLE I. PREAMBLE

Declarant, as the developer of the Grove Condominiums has established this Declaration to provide a governance structure and a flexible system of standards and procedures for the overall development, administration, maintenance and preservation of the Grove Condominiums for the benefit of its owners and their guests.

ARTICLE II. CREATION OF THE COMMUNITY

Section 2.1 **The Declarant; the Real Property**. The Declarant is the owner of certain real property and improvements located in the County of Teton, State of Wyoming, and more particularly described as _____, together with rights, privileges, easements and appurtenances belonging to or in any way pertaining to such real property (the "Real Property").

Section 2.2 **Intention of Declarant; Covenants to Run with the Land**. Declarant desires to establish and has executed and filed contemporaneously herewith, in the office of the Clerk of Teton County, Wyoming a plat for the Grove Condominiums, depicting the location and dimensions of the Real Property and the Units and other improvements situated thereon. Declarant desires to and intends to, and does hereby, submit the Real Property, together with all buildings, structures, improvements and other permanent fixtures of every kind thereon, or in any way pertaining thereto, to the provisions of the Wyoming Condominium Ownership Act. Declarant desires to and intends to and does hereby, by submitting the above-described Property and all improvements situated thereon to the Wyoming Condominium Ownership Act, impose upon the Real Property mutually beneficial rights, easements, privileges, obligations covenants, conditions and restrictions under a general plan of use, conduct, maintenance and improvement for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Property and improvements for the benefit of the Declarant, and all Owners and Occupants of the Property. Each and all of the provisions hereof shall be deemed to run with the Property and each and every Unit and every interest therein or pertaining thereto, and shall be mutual and equitable servitudes, burdening and benefiting the Declarant, its successors and assigns, and any

Owner, Occupant, or other person, including their assigns, heirs, executors, administrators, devisees and successors, acquiring, or owning an interest in the Real Property and improvements comprising the Real Property, the Property, the Building or the Units. Each Owner of any Unit shall, by acceptance of the deed or other conveyance of any such Unit, be conclusively deemed to have consented to and agreed to each and all of the covenants contained herein for such Owner and their heirs, executors, administrators, successors, and assigns, to observe, perform and be bound by each and all of said covenants.

Section 2.3 **Type of Ownership**. This condominium project will provide a means for ownership in fee simple of separate interests in Units together with an undivided fee simple interest in the Common Elements appurtenant thereto.

Section 2.4 **Period of Condominium Ownership.** The condominium ownership created by Declarant in this Declaration and the Plat shall continue until this Declaration is revoked or terminated in the manner provided herein.

Section 2.5 **Governing Documents.** The Governing Documents create a general plan of development, administration, maintenance and preservation for the Grove Condominiums that may be supplemented as set forth herein. All provisions of the Governing Documents shall apply to all Owners as well as their respective tenants, guests, and invitees.

Section 2.6 **Severability.** If any provision of this Declaration or any clause, paragraph, sentence, phrase, or word or the application thereof is determined by judgment or court order or under any circumstance to be invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstance shall not be affected thereby.

ARTICLE III. DEFINITIONS

Unless the context clearly indicates otherwise, the following words and terms, when used in this Declaration, shall be defined as follows:

Section 3.1 **Act.** "Act" shall mean the Condominium Ownership Act, Wyoming Statute Sections 34-20-101 et.seq.

Section 3.2 **Articles.** "Articles" shall mean the Articles of Incorporation of the Association.

Section 3.3 **Assessment.** "Assessment" shall mean any General Assessment, Specific Assessment or Special Assessment as the context so requires.

Section 3.4 **Association**. "Association" shall mean the Grove Owners Association, a nonprofit corporation organized under Wyoming Statute § 17-19-101 et. seq. as the governing body for the Property.

Section 3.5 **Board.** "Board," "Board of Directors" or "Directors" shall mean the governing board of the Association, appointed or elected in accordance with the Declaration, the Articles and the Bylaws.

Section 3.6 **Building**. "Building" shall mean the structure constructed or located on the Real Property and consisting of the Units and the Common Elements.

Section 3.7 **Bylaws**. "Bylaws" or "Association Bylaws" shall mean the Bylaws of the Grove Owners Association as the same may be amended from time to time.

Section 3.9 **Common Elements**. "Common Elements" or "Common Area" shall mean the General Common Elements and Limited Common Elements, in the aggregate, or a portion thereof, as the context requires.

Section 3.10 **Common Expenses.** "Common Expense" shall mean those expenses of the Association defined in Section 9.2 of this Declaration.

Section 3.11 **Community-Wide Standard.** "Community-Wide Standard" shall mean the standard of quality of the Property, including the level of maintenance, the conduct or other activity generally prevailing throughout the Property, which at a minimum shall mean that standard required to operate the Grove Condominiums in a condition and at a level of quality no less than that which existed at the time the Property was initially completed (ordinary wear and tear excepted) and in accordance with the Master Rules and Regulations enacted by the Board from time to time. Such standard shall be established initially by the Declarant, and may be more specifically defined in the Governing Documents.

Section 3.12 **Condominium**. "Condominium" or "Condominiums" shall mean the Grove Condominiums created by this Declaration and the Plat, as the same may be expanded in the future by annexation, expansion or otherwise.

Section 3.13 **Condominium Plat**. "Condominium Plat" or "Plat" shall mean that map or plat of survey of the Grove Condominiums recorded with the Clerk of Teton County, Wyoming contemporaneously with this Declaration, consisting of a map or plat of survey of the Real Property, showing the legal description thereof, the location of the Building with respect to the boundaries of the Real Property, together with diagrammatic floor plans of the Building showing the boundaries of each Unit within the Building, including horizontal and vertical locations and dimensions of all boundaries of each Unit, Unit numbers identifying the Units and the General Common Elements and Limited Common Elements, together with such other information as may be included therein in the discretion of the Declarant.

Section 3.14 **Declaration**. "Declaration" shall mean this Condominium Declaration for the Grove Condominiums.

Section 3.15 **Declarant**. "Declarant" shall mean TETON COUNTY HOUSING AUTHORITY, a duly constituted Housing Authority established by Teton County, Wyoming

pursuant to W.S. §15-10-116, as amended, its successors or assigns including any person or entity acquiring all but not less than all of the interest of the Declarant in the Real Property whether by purchase pursuant, transfer or otherwise, and who functions in the role of Declarant as contemplated by this Declaration.

Section 3.16 General Common Elements. "General Common Elements" shall mean the entire Property except the Units and all Limited Common Elements, as designated on the Plat or provided herein. Without limiting the generality of the foregoing, the General Common Elements shall include (i) the driveway and parking areas, walkways, parks, utility, open space; (ii) all appurtenances; (iii) all pipes, ducts, flues, chutes, heating and cooling systems, conduits, wires and other utility installations to (but not at) the outlets; and (iv) such component parts of walls, floors, ceilings, columns, roofs and other structures and installations that are outside of the Unit boundaries as delineated or described herein or on the Plat. Each owner shall own an undivided interest in the General Common Elements as a tenant-in-common with all the other owners of the Property in equal proportions, and, except as otherwise limited in this Declaration, shall have the right to use the General Common Elements for all purposes incident to the use and occupancy of such Owner's Unit, which right shall be appurtenant to the Unit. General Common Elements may be referred to herein and on the Plat as "General Common Element" or "GCE".

Section 3.17 Governing Documents. "Governing Documents" shall mean the Articles, the Bylaws, the Declaration, the Plat and the Master Rules and Regulations, as the aforementioned documents 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 3.18 Limited Common Elements. "Limited Common Elements" means those portions of the General Common Elements as defined herein and as described by Wyoming Statute § 34-20-103 for the exclusive use of one or more but fewer than all of the Units, and any Limited Common Elements specifically allocated to Units as shown on the Condominium Plat. Limited Common Elements may be referred to herein or on the Condominium Plat as "Limited Common Element" or "LCE".

Section 3.19 Limited Common Elements – Carport. "Limited Common Elements – Carport" shall mean those Limited Common Elements reserved for the exclusive use of the Unit, which shall be designated as Limited Common Elements – C __ on the Plat. Limited Common Elements – Carport may also be referred to herein and on the Plat as "LCE – Carport", or "LCE – C".

Section 3.20 Deleted

Section 3.21 Deleted

Section 3.22 Limited Common Elements – Yard. "Limited Common Elements – Residential" means those Limited Common Elements for the exclusive use of the Residential Unit(s), as may be described herein and as shown on the Condominium Plat. Limited Common Elements – Residential may also be referred to herein and on the Condominium Plat as "Limited Common Element – Yard", "LCE – Yard", or "LCE – Y".

Section 3.23 **Managing Company.** "Managing Company" shall mean any individual or company with which the Association contracts or assigns any or all of its rights, duties or obligations for the more efficient management of the Condominiums or the affairs of the Association. The Managing Company may also be called the "Property Manager," "Manager" or the "Management Agent".

Section 3.24 **Master Rules and Regulations.** **"**Master Rules and Regulations" or "Rules" means the Master Rules and Regulations promulgated by the Board, as they may be amended from time to time, relating to the possession, use and enjoyment of the Property.

Section 3.25 **Mortgage**. "Mortgage" shall mean any mortgage, deed of trust, or other security instrument by which a Unit or any part thereof is encumbered.

Section 3.26 **Mortgagee**. "Mortgagee" shall mean any person, or any successor to the interest of such person, named as the mortgagee, trust beneficiary, or creditor under any Mortgage, or deed of trust, as well as any insurer or guarantor of the Mortgage, by which the interest of any Owner, or successor to the interest of such Owner, is encumbered.

Section 3.27 **Occupant**. "Occupant" shall mean any person or persons in possession of a Unit, or a portion thereof, including Unit Owners, guests, agents, employees, patrons, and invitees of such Owner or Occupant.

Section 3.28 **Owner**. "Owner" shall mean any person, persons, entity, or entities, including Declarant, at any time owning a Unit. For purposes of the Governing Documents, each Unit shall have one "Owner" and the term "Owner" shall refer to all individuals collectively owning a Unit. The term "Owner" shall not refer to any Mortgagee, as herein defined, unless such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 3.29 **Property.** "Property" shall mean the Real Property and Building constructed thereon and all other improvements located on or appurtenant to the Real Property, as the same may be expanded through the filing of Supplemental Condominium Declaration(s) in the future annexing additional property into the condominium regime pursuant to the Declarant's reserved rights in Article XV.

Section 3.30 **Real Property**. The "Real Property" shall mean the real property as defined in Section 2.1 of this Declaration.

Section 3.31 **Regular Assessment.** "Regular Assessment" shall have the meaning defined and described in Section 9.2 of this Declaration.

Section 3.32 **Residential Unit**. "Residential Unit" shall mean each of the individually-owned residential Units designated on the Plat each of which shall be occupied and used by Owners and Occupants for residential purposes only.

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Section 3.33 **Special Assessment.** "Special Assessment" shall have the meaning defined and described in Section 9.5 of this Declaration.

Section 3.34 **Specific Assessment.** "Specific Assessment" shall have the meaning defined and described in Section 9.6 of this Declaration.

Section 3.35 **The Grove Condominiums.** The "Grove Condominiums" shall mean the Property.

Section 3.36 **Unit or Condominium Unit**. "Unit" or "Condominium Unit" means those certain individual air space units, as designated and delineated on the Condominium Plat. Each Unit shall consist of that part of the Building as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and window frames, doors and door frames, and trim, as shown and numbered on the Condominium Plat. The Unit shall include all lath or furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of its finished surfaces. All other portions of the walls, floors or ceilings (including common walls to separate Units) shall be a part of the Common Elements. In addition, each Unit shall include the following: (i) all spaces, nonbearing interior partitions, windows, window frames, doors, door frames and all other fixtures and improvements within the boundaries of the Unit; (ii) all outlets, lines and ducts of utility service lines, including but not limited to power, light, gas, hot and cold water, air handling ducts, heating and waste disposal, within the boundaries of the Unit and serving that specific unit; (iii) all heating, hot water and air conditioning apparatus exclusively serving the Unit; and (iv) all cabinets, appliances, countertops, plumbing fixtures and light fixtures. The interior surfaces of a perimeter window or door means such surfaces at the points at which they are located when such windows or doors are closed; the physical windows and doors themselves are part of the Common Elements as herein defined.

ARTICLE IV. NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

Section 4.1 **Estates of an Owner**. The Property is hereby divided into condominium units, each consisting of a separate interest in a Unit and an undivided interest in common in the Common Elements in accordance with the Plat which sets forth the General Common Elements and any Limited Common Elements appurtenant to each Unit. Each such Unit shall have an equal percentage of ownership interest in the General Common Elements for purposes of taxes, assessments and other charges under Wyoming Statute Section 34-20-104(a). Such undivided interests in the Common Elements are hereby declared to be appurtenant to the respective Units.

Section 4.2 **Description of a Condominium Unit.** Every contract for the sale of a Condominium Unit and every other instrument affecting title to a Condominium Unit may describe that Condominium Unit by the number shown on the Condominium Plat and the recording data for this Declaration as each appears in the records in the Office of the County Clerk of Teton County, Wyoming, in substantially the following fashion:

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> Unit _____ of the Grove Condominiums Phase Two Addition to the Town of Jackson (An Affordable Housing Subdivision), according to that plat recorded in the office of the County Clerk of Teton County, Wyoming on _____ _____, 20__, as Plat Number_____, and as further defined and described in that Condominium Declaration for the Grove Condominiums, and any amendments and supplements thereto, recorded in the office of the County Clerk of Teton County, Wyoming, from time to time.

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

Section 4.3 **Ownership of Common Elements and Assessments**. Each Owner shall be entitled to an equal percentage of undivided interest in and the nonexclusive right to use and enjoy the Common Elements appurtenant to each Unit, and the exclusive right to use any Limited Common Elements appurtenant solely to a specific Unit, as designated on the Plat or elsewhere in the Governing Documents. Subject to Declarant's reserved right to annex property in Article XV, the percentage of undivided interest in the Common Elements appurtenant to any Unit shall not be changed except with the unanimous consent of all of the Owners expressed in an amendment to this Declaration, duly executed by all such Owners and recorded.

Section 4.4 **Partition Not Permitted**. The Common Elements shall be owned in common by all owners of Units, and such ownership is appurtenant to the Units, and no owner may bring any action for partition thereof. No part of a Unit or of the legal rights comprising ownership of a Unit may be separated from any other part thereof during the period of Condominium ownership prescribed herein, so that each Unit and the undivided interest in the Common Elements shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Unit. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Unit or any part hereof shall be presumed to be a gift, devise, bequest, transfer, encumbrance, conveyance, or disposition, respectively, of the entire Unit, together with all appurtenant rights created by law, by this Declaration, or by the Governing Documents.

Section 4.5 **Owner's Voting Rights.** The relative voting rights of the Owners, as members in the Association, shall be one vote per Unit and as further set forth in the Bylaws, and are not divisible, no matter how many individuals may own a Unit.

Section 4.6 **Taxes and Assessments**. All taxes, assessments and other charges of the State of Wyoming or of any political subdivision or of any special improvement district or of any other taxing or assessing authority shall be assessed against and collected on each Unit separately, not on the Building or the Property as a whole, and each Unit shall be carried on the tax records as a separate and distinct parcel.

In furtherance of the foregoing, each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax

assessments of the interest of each Owner in each Condominium Unit and the appurtenant Common Elements. If any taxes or special district or other assessments may, in the opinion of the Association, nevertheless be a lien on the Property or any part thereof, the Association shall pay the same and assess the same to the Owner or Owners responsible therefor. Each Owner shall pay the taxes or assessments assessed against his/her Condominium Unit, or interest therein, or his/her interest in the General Common Elements or any part of any or all of the foregoing.

The lien for taxes assessed to any Unit shall be confined to that Unit. No forfeiture or sale of any Unit for delinquent taxes, assessments or other governmental charges shall divest or in any way affect the title to any other Unit.

Section 4.7 Separate Mortgages. Each Owner shall have the right to mortgage or otherwise encumber his Unit; however, no Owner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Elements or any part thereof except the undivided interest therein appurtenant to his Unit. Any mortgage or other encumbrance of any Unit within the Building shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure the provisions of this Declaration shall be binding upon any Owner whose title is derived through the foreclosure by private power of sale, judicial foreclosure or otherwise.

Section 4.8 Mechanic's and Materialmen's Lien Rights. No labor performed or materials furnished for use in connection with any Unit with the consent or at the request of the Owner thereof or his agent, contractor, or subcontractor, shall create any right to file a statement of mechanic's or materialmen's lien against the Unit of any other Owner not expressly consenting to or requesting the same or against any interest in the Common Elements except as to the undivided interest therein appurtenant to the Unit of the Owner for which such labor shall have been performed or such materials shall have been furnished. Each Owner shall indemnify and hold harmless each of the other Owners from and against liability or loss arising from any claim against the Unit of the Owner, or any part thereof, for labor performed or materials furnished in work on such Owner's Unit. At the written request of any Owner, the Association shall enforce such indemnity by collecting from the Owner of the Unit on which the labor was performed and materials furnished the amount necessary to discharge any such lien, and all costs incidental thereto, including attorney's fees, whether or not such amount shall be dispute between the Owner for which the labor was performed or the materials furnished and the mechanic or materialman who provided such labor or materials, and whether or not such amount shall ultimately be determined to be owed by the Owner to the mechanic or materialman. If not promptly paid, the Association may collect the same in the manner provided herein for collection of assessments for the purpose of discharging the lien.

ARTICLE V. USE AND OCCUPANCY OF COMMON ELEMENTS AND OTHER RIGHTS AND EASEMENTS; CONSTRUCTION ACTIVITIES

Section 5.1 Use of General Common Elements. Subject to other provisions of the Declaration and the Governing Documents, each Owner shall have a non-exclusive right to use and enjoy the General Common Elements as may be required for the purpose of access and ingress and egress to, use, occupancy and enjoyment of the respective Unit by such Owner.

Such right to use the General Common Elements shall extend to each Owner and its agents, servants, tenants, family members, guests, and invitees, including personnel, contractors and management, and employees. Such rights to use shall be consistent with the rights of use and enjoyment of the other Owners and shall be subject to and governed by the Governing Documents, which may in some instances restrict or otherwise forbid such use in part, and such use shall be appurtenant to the Unit and shall pass with, and not be severable from, any conveyance or lease of such Unit.

Section 5.2 **Use of Limited Common Elements.** Subject to the other provisions of this Declaration and the other Governing Documents, each Owner, as well as their agents, servants, contractors, employees, tenants, family members, guests and invitees shall have the exclusive right to use and enjoy Limited Common Elements designated herein or on the Plat or pursuant to the Governing Documents as exclusively appurtenant to the Unit(s) owned by such Owner(s).

Section 5.3 **Association's Right to Use Units and General and Limited Common Elements**. The Association shall have a nonexclusive easement to make such use of the Units, General Common Elements, Limited Common Elements as may be necessary or appropriate to perform the duties and functions that it is obligated or permitted to perform pursuant to this Declaration or the Governing Documents. The Association, through its Board, shall have the right to make changes to the Common Elements for the benefit of the Owners, as the Board may determine in its reasonable discretion, including without limitation the right to allocate parking among the Units and the right to enter into shared parking agreements.

Section 5.4 **Owner's Right with Respect to Interiors**. Each Owner shall have the exclusive right to paint, repaint, tile, carpet, wallpaper, or otherwise maintain, refinish, and decorate the interior surfaces of the walls, ceilings, floors and doors of his/her Unit.

Section 5.5 **Easement for Ingress, Egress, Support and Utilities**. Each Owner shall have a non-exclusive easement over, upon, and across the General Common Elements, including the General Common Elements within the Unit of another Owner, necessary for access, ingress and egress to his Unit and to the Limited Common Elements designated for use in connection with such owner's Unit, and for horizontal and lateral support of the Unit and for utility service to the Unit, including without limitation water, sewer, gas, electricity, telephone and television service, which easement shall be perpetual and appurtenant to and shall pass with the title to each Unit. The maintenance responsibility incident to such easement shall be the responsibility of the Association and no Owner shall have the individual right to maintain the easement area absent the unreasonable failure, after reasonable notice, of the Association to do so. Notwithstanding the foregoing, where work is undertaken by someone other than the Association, upon completion of the work, the person or entity exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. Declarant further grants to the Association, and reserves for itself, and reserves the right to grant to utility providers, the Association, and the Owners of any of the Units perpetual non-exclusive utilities easements located as described on the Plat for the purpose of Installing utilities, including without limitation, cable and other systems for sending and receiving data and/or other electronic signals; security and similar systems; and drainage systems; to serve the Properties,

Inspecting, maintaining, repairing and replacing such utilities (including HVAC units) and infrastructure that serve the Properties; and Access to read utility meters. Work associated with the exercise of the easements described in this Section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. The exercise of these easements shall not extend to permitting entry into the structures on any Unit, nor shall it unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

Section 5.6 **Easements for Encroachments**. If any part of the General Common Elements encroaches or shall hereinafter encroach upon a Unit or Units, including without limitation utility wiring and piping serving the Unit(s), an easement for such encroachment and for the maintenance of the same shall and does exist in favor of the Association. If any part of a Unit encroaches or shall hereafter encroach upon the General Common Elements, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist in favor of such encroaching Owner. Such encroachments shall not be considered to be an encumbrance either on the General Common Elements or the Units. Encroachments referred to herein are limited to encroachments caused by engineering errors, settling, rising, or shifting of the earth, or by changes in position caused by construction, repair or reconstruction of the Property or any part thereof in accordance with the original plans for the Property, the reserved rights of the Declarant as set forth in Section XV, and any encroachment due to building overhangs or projection.

Section 5.7 **Easements of Access for Repair, Maintenance, and Emergencies**. The Declarant, until the expiration of the Declarant Reserved Rights Period pursuant to Article XV hereof, and the Association shall have a perpetual nonexclusive easement of access to each Unit and to all Common Elements from time to time during such reasonable hours as may be necessary for the maintenance, repair, or replacement of the Units and any of the Common Elements located therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any Unit or Units. Any damage to the interior of any part of a Unit or Units resulting from the repair, maintenance, or an emergency of any Unit or any of the Common Elements, or as a result of emergency repairs within another Unit at the direction of the Association or of any Owner shall be an expense of all of the Owners of the Common Elements; provided, however, that if such damage is the result of negligence of the Owner of a Unit, its invitees, guests, tenants or assigns, then such Owner shall be financially responsible for all of such damage, including any insurance deductibles due related to such damage. Any amount owed to the Association by an Owner pursuant hereto shall be collected by the Association by assessment pursuant to Article IX below.

Section 5.8 **Easements for Drainage** . Every Unit shall be burdened with easements for natural drainage of storm water runoff from other portions of the Properties; provided, no Person shall alter the natural drainage on any portion of the Properties to increase materially the drainage of storm water onto adjacent portions of the Properties without the consent of the Declarant.

Section 5.9 **Declarant's Easement for Construction**. Declarant, its successors, assigns, members, directors, agents, employees, contractors and subcontractors, shall have a

temporary easement for ingress and egress over, under, upon, and across the Property, including without limitation, the right to construct the improvements thereon, and to store materials and to make such other use thereof as may be reasonably necessary incident to completion of the orderly development of the Property, as well as the development of land adjacent to the Property and owned by Declarant, specifically that certain land commonly referred to as Adjusted Parcel B, and shown on Map of Survey No. T-58D entitled "Minor Boundary Adjustment Between Properties of Teton County Housing Authority" and recorded in the Office of the Clerk of Teton County, Wyoming. Such easement shall terminate upon the completion of the Property and the neighboring property(ies) to be annexed hereto, in the sole and absolute discretion of the Declarant and the lapse of Declarant's reserved rights pursuant to Section XV hereof.

Section 5.10 Easements Deemed Appurtenant. The easements and rights herein created for an Owner shall be appurtenant to the Unit of that Owner and all conveyances of and other instruments affecting title to a Unit, whether by Declarant or otherwise, shall be deemed to grant and reserve such easements as are provided for herein, even though no specific reference to such easements may appear in any such conveyance.

Section 5.11 Construction Activities. The Property is located in an area that may be subject to or near ongoing construction activities relating to the development of adjacent or nearby properties. The construction activities may generate an unpredictable amount of visible, audible and odorous impacts and disturbances. The construction activities may include, without limitation: (i) construction traffic, including, without limitation, construction vehicles, equipment and vehicles used or owned by Declarant, adjacent landowners, and the employees, agents, and contractors of any of them; and (ii) construction activities, including, without limitation, grading, excavation, clearing, site work, and construction of improvements on such adjacent or nearby properties.

Section 5.12 Easement for Emergency Vehicles and Personnel. The Property is hereby burdened with an easement allowing all policemen, firemen, ambulance personnel and similar emergency personnel, and their vehicles entry to perform their duties, including the enforcement of traffic regulations.

Section 5.13 Adjacent Property Cross-Access Easement. Declarant hereby declares and grants to the owner(s) of "Adjusted Tract 18" and "Adjusted Parcel B" located adjacent to the Property and depicted on that Map of Survey No. T-58D entitled "Minor Boundary Adjustment Between Properties of Teton County Housing Authority" and recorded in the Office of the Clerk of Teton County, Wyoming, and such owners' successors and assigns, for their use, in common with others entitled to use the same, a nonexclusive easement for the (i) passage of vehicles over and across the drives in the General Common Element, and (ii) for the passage and accommodation of pedestrians over and across the parking, drives, and sidewalk areas, as such drives parking and sidewalks may from time to time be constructed and maintained for such use. Such easement rights shall be subject to the provisions contained in this Declaration. This easement may not be terminated without the consent of the then owners of Adjusted Tract A and Adjusted Parcel B, respectively, except that the use of the easement shall be subject to reasonable reimbursement of costs and expenses of the Association to maintain the General Common Element as provided for herein. Such reimbursement may be pursuant to a separate written agreement.

ARTICLE VI. USE AND CONDUCT

Section 6.1 **Framework for Regulation**. The Governing Documents establish, as part of the general plan of development for the Property, a framework of affirmative and negative covenants, easements and restrictions which govern the Property. However, within that framework, the Board and the members of the Association must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends and technology which inevitably will affect the Grove Condominiums, its Owners and residents. Therefore, this Article establishes procedures for establishing, modifying and expanding the Master Rules and Regulations.

Section 6.2 **Rule Making Authority**.

(a) Subject to the terms of this Section and Declarant's and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, Declarant or the Board may modify, cancel, limit, create exceptions to, or expand any Rules and Regulations adopted by the Board, subject to this Section. The Board or Declarant, respectively, shall give notice to all Owners and Declarant (or the Board) concerning any such proposed action at least five (5) business days prior to the meeting at which such action is to be considered. Members and Declarant (or the Board) shall have a reasonable opportunity to be heard at such meeting prior to such action being taken. Such action shall become effective after compliance with paragraph (c) below if: (i) approved at a meeting of the Members by more than sixty percent (60%) of the total votes; and (ii) approved by Declarant.

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

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

Section 6.3 **Allocation of Burdens and Benefits**. No rule shall alter the allocation of financial burdens among the various Units or the rights to use the Common Elements to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Elements available to the Owners, from adopting generally applicable rules for use of the Common Elements, or from denying use privileges to those who abuse the Common Elements or violate the Governing Documents. This provision does not affect the right to increase the amount of assessments as provided by Article IX.

Section 6.4 **Owners' Acknowledgement and Notice to Purchasers**. All Owners are given notice that use of their Unit is limited by the Governing Documents, specifically including without limitation the Master Rules and Regulations, as they may be amended, expanded and

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otherwise modified hereunder. Each Owner, by acceptance of a deed for their Unit acknowledges and agrees that the use and enjoyment and marketability of his Unit can be affected by the Governing Documents and that the Governing Documents may change from time to time. All purchasers of a Unit are on notice that changes may have been adopted by the Association that are not recorded in the Public Records. Copies of the current Governing Documents may be obtained from the Association.

Section 6.5 **Displays**. Without prior written consent of the Board, Owners shall not permit any sign to be displayed to the public view, either from within the Unit or from the appurtenant Common Elements, including without limitation commercial, political, "for sale", "for rent", informational or directional signs, devices or nameplates. This restriction shall not apply to traffic signs, unit designations, project designations, or similar signs displayed by the Board or the Declarant, or to temporary signage to caution or warn of danger.

Section 6.6 **Nuisance**. No noxious or offensive activity shall be carried on within or upon any Unit or Common Element, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owner(s) in the enjoyment of their Unit(s), or in their enjoyment of the Common Elements. No sounds shall be emitted on any part of the Property that is unreasonably loud or annoying.

Section 6.7 **Domestic Animals**. Each Unit shall be entitled to maximum of one (1) dog and one other Household Pet (the term Household Pet means generally recognized Household Pets other than a dog, such as cats, fish, birds, rodents, and non-poisonous reptiles), except that only one (1) of the Household Pets may be a dog and so long as such pets are not kept for any commercial purpose, do not cause an unreasonable amount of noise, odor, or do not otherwise become a nuisance to other Owners. All Owners or Occupants with household pets shall keep the animals restrained and controlled on the Owner's Lot at all times so they do not cause a nuisance to others and do not harass or endanger wildlife. For purposes of this Section, "nuisance" means any noisy animal, any vicious animal, or any animal which chews, tears, digs in or scratches, litters or soils, destroys, or in any other manner injures clothing, garbage containers, gardens, flower beds, lawns, trees, shrubbery, or any other personal or real property within the Properties. Excessive, continued, or untimely barking, molesting passersby, chasing vehicles, habitually attacking other animals, trespassing upon private property in such a manner as to damage property shall also be deemed a nuisance. For purposes of this Section, a "noisy animal" means any animal which habitually, constantly, or frequently disturbs the sleep, peace, or quiet of any person. The Association, the Board, or its designee may require an Owner, at its own expense, to remove a pet determined by the Association to be a nuisance pet and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the Lot and remove the nuisance pet and any such action shall not be deemed a trespass, and the cost therefor shall be levied against the offending Owner as a Specific Assessment. In the event the Board removes such an animal, the animal shall be kenneled and the cost therefor shall be levied against the offending Owner as a Specific Assessment.

No Owner or keeper of any animal who is visiting or working on the Property shall be permitted to allow such animals to run free. Also, no pet or animal shall be restrained by leash, cord, chain, rope, or other attachment fixed to any vehicle, post, tree, or other structure or object

within the Property thereby allowing such animal to become a nuisance or interfere with pedestrian or vehicular traffic in and around any public area within the Properties.

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

The Association shall have, and is hereby given, the right and authority to determine in its sole discretion that household pets are being kept for commercial purposes, or are otherwise a nuisance to other Owners or Occupants, or that an Owner or Occupant is otherwise in violation of this Section, and to take such action or actions as it deems reasonably necessary to remedy the violation.

All animals not considered to be a domestic Household Pet, including, but not limited to pigs, poultry, fowl, wild animals, cattle, sheep and goats, are prohibited from being maintained or cared for on the Properties or in a Unit thereof.

6.8 **Fencing**. Except for the fencing installed by Declarant in the LCE-Yard, no fence, gate, hedge or wall shall be erected or maintained by an Owner, any right to fence the Property reserved the Declarant and the Association.

6.9 **Prohibited Uses**. The following uses are prohibited on the Common Elements and the Units:

(a) Non residential uses, except for home occupation uses permitted by the applicable zoning and land use regulations.

(b) The construction or location of any buildings, decks, patios, structures or accessory structures except for the Units and those structures constructed in accordance with the Final Plat.

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

(d) Off-road use of vehicles and off-trail use of any form of motorized transportation, except for motorized wheelchairs and the use of vehicles to respond to emergencies.

(e) The construction of any roads, driveways, and parking areas or places not depicted on the Final Plat, except as may be reserved by Declarant herein or on the Final Plat.

(f) The storage of recreational vehicles or equipment (including, but not limited to boats, campers, and motor homes), furniture, and any other items or structures, and the dumping or storing of ashes, trash, garbage, junk, or other unsightly or offensive materials so as to be visible from another Unit or the Common Area.

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(g) Clearing, grading or other movement of the natural topography of the land except such clearing for safety purposes (e.g. deadfall along roads, or next to other structures), or clearing for the fire safety based on an improved fire management plan.

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

(i) No hot tubs are permitted.

(j) Use of all other services and amenities on the Property, shall be managed by the Association and be subject to the Rules and Regulations.

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

(l) No exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device shall be installed or erected by or at the direction of an Owner. Notwithstanding the foregoing, the Association may install one or more exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device for each building.

(m) The following items are prohibited from being attached, stored and/or erected in any manner by an Owner on or within the Common Elements: sunshades, bicycles or any other recreational device (including kayaks, ski equipment or playground equipment and toys), trash containers, or any similar items, and paint, highly flammable materials, food products and any item that attracts vermin or produces an odor.

(n) Any alteration to the exterior surfaces of the Buildings.

(o) The alteration or addition of decking, fences or landscaping within the Common Elements.

6.10 Vehicle Parking, Storage, Operation and Repair.

(a) No boats, trailers, buses, motor homes, campers (on or off supporting vehicles), trucks, snowmobiles, recreational vehicles, golf carts, abandoned or inoperable vehicles (as defined below), or any other similar vehicles (excepting operating passenger automobiles and one ton or smaller trucks) shall be stored in or upon the Common Elements, and no vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt on any Lot or on the Common Elements. This restriction shall not prevent the non-commercial washing and polishing of vehicles and boats, together with activities normally incidental thereto in the LCE – Carport.

(b) An "abandoned or inoperable vehicle" shall mean any motorized vehicle which does not display a current valid motor vehicle license and registration tag or which has not been driven under its own propulsion for a period of two (2) weeks or longer (excepting otherwise permitted vehicles parked by an Owner or occupant on their Unit Limited Common Element - Carport while on vacation or during a period of illness), or which does not have an operable propulsion system within the vehicle.

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

(d) Parking of vehicles in designated Limited Common Element – Carport, as specified on the Final Plat, shall be permitted.

ARTICLE VII. THE ASSOCIATION

Section 7.1 **Administration of Property; Creation of Association; Adoption of Bylaws**. The Association shall administer the Property in accordance with the Act and the Governing Documents through its Board. Upon the execution and the filing of this Declaration, the Declarant shall create the Association and the Incorporator of the Association or the Board shall thereafter adopt the Bylaws.

Section 7.2 **Membership**. Every Owner shall be entitled and required to be a member of the Association. Upon acceptance of a warranty deed or other instrument of conveyance of title for a Unit, such Owner shall automatically become a member of the Association and shall have all of the rights and obligations of a member as provided herein and in the Governing Documents. Membership shall be appurtenant to the fee simple title to such Unit and shall be transferred automatically and immediately by conveyance of the Unit. If more than one person comprises the Owner, the membership appurtenant to that Unit shall be shared by all such persons in the same proportionate interest and by the same type of ownership as fee simple title to the Unit is held and all voting shall be exercised by an authorized representative of such multiple persons pursuant to the Bylaws. No person or entity other than an Owner may be a member of the Association, and the Association Bylaws always shall so state and shall in addition state that the memberships in the Association may not be transferred except in connection with the transfer of a Unit.

Section 7.3 **Voting Rights**. The total number of votes which may be cast by all members of the Association shall be twenty-four (24) and each Owner shall be entitled to one vote.

Section 7.4 **Board of Directors.** The affairs of the Association shall be managed by the Board which may, by resolution, delegate any portion of its authority in accordance with the Bylaws.

ARTICLE VIII. CERTAIN RIGHTS, POWERS AND RESPONSIBILITIES OF THE ASSOCIATION

Section 8.1 **Powers of the Board of Directors of the Association.** Subject to the provisions of the Declaration and the other Governing Documents, the Board shall have the powers enumerated in the Bylaws and provided herein or by the governing laws of the State of Wyoming for boards of directors of nonprofit corporations.

Section 8.2 **Management, Control and Maintenance of the Common Elements**. The Association, subject to the rights and duties of the Owners set forth herein, shall be responsible for the exclusive management, control, maintenance, repair and replacement of the Common Elements (including without limitation LCE – Carport and LCE – Yard) and all improvements thereon, and shall keep the same in good, clean, safe, sanitary and attractive condition, order and repair consistent with or exceeding the Community-Wide Standard. The cost of such management, control, maintenance, repair and replacement by the Association shall be paid by the members of the Association as Regular Assessments, Special Assessments or Specific Assessments as provided herein. Such maintenance and repair shall include landscaping services, including mowing of the GCE if necessary (but not mowing of LCE-Y), snow removal and the like.

The Association shall have the right to grant easements for utility and access purposes over, upon, across, under, or through any portion of the Common Elements and each Owner hereby, and by acceptance of a deed for a Unit hereafter, irrevocably appoints the President of the Association as their attorney-in-fact for such purpose.

Section 8.3 **Maintenance and Repair of Units** Each Owner has the responsibility to maintain, repair and replace such Owner's respective Unit at or exceeding the Community-Wide Standard. To the extent an Owner does not so maintain such Owner's Unit, the Association may so maintain and repair the Unit, and such Owner shall be assessed, as a Specific Assessment, the cost of such maintenance, repairs or replacements.

Each Owner shall keep their Unit and its appurtenant Limited Common Elements in good, clean, safe, sanitary and attractive condition, order, and repair during any period of Owner use, and shall promptly notify the Association of any need for maintenance, repair or replacement to the Common Element.

Section 8.4 **Delegation of Powers and Responsibilities of Association**. The Association or the Board may obtain and pay for the services of the Managing Company to manage its affairs, or any part thereof, including without limitation legal, accounting, management, marketing, maintenance, electrical, water, sewer, and trash collection services, to the extent it deems advisable for the proper operation of the Property, whether such personnel are

furnished or employed directly by the Association or any other person or entity with whom or which it contracts.

Section 8.5 **Personal Property for Common Use**. The Association may acquire and hold for the use and benefit of all the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners, and subject to the limitations on use contained within the Governing Documents.

Section 8.6 **Master Rules and Regulations**. As set forth in this Declaration, the Association may make reasonable rules and regulations governing the use of the Units, the General Common Elements and the Limited Common Elements, which Master Rules and Regulations shall be consistent with the rights and duties established in this Declaration.

Section 8.7 **Implied Rights**. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 8.8 **Amplification**. The provisions of this Article are amplified by the Bylaws; provided, however, that no present or future provision of such Bylaws shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

Section 8.9 **Limitation on Association's Liability.** The Association shall not be liable for any failure of any service to be obtained and paid for by the Association, or for injury or damage to person or property caused by the elements or by another Owner or person in the Building, or resulting from the electricity, water, rain, snow, or ice which may leak or flow from outside or from any parts of the Building or the Common Elements, including any of the pipes, drains, conduits, appliances or equipment thereof, or from any other place, unless caused by the gross negligence of the Association. No diminution or abatement of any assessments under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs, maintenance, or improvements to the Property or the Common Elements or any part thereof, or from any action taken to comply with any law, ordinance, or orders of a governmental authority.

Section 8.10 **Enforcement of Governing Documents.**

a. **In General.** In the event that any Owner or any other Person fails to comply with any of the provisions of the Governing Documents, the Association and any Owner shall have full power and authority to enforce compliance with such instruments or documents, in any manner provided for therein, at law or in equity, including, without limitation, the right to (i) enforce the Governing Documents by charging a fine for each violation as the same is further described in the Master Rules and Regulations, (ii) commence an action for damages, to enjoin the violation or specifically enforce the liens provided for herein and any statutory lien provided by law, including the foreclosure of any such lien and the appointment of a receiver for an Owner and the right to take possession of the Unit of any Owner in any lawful manner; (iii)

require an Owner, at such Owner's expense, to remove any non-complying structure or improvements on such Owner's Unit and to restore the Unit to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the Unit, remove the violation and restore the Unit to substantially the same condition as previously existed and any such action shall not be deemed a trespass; (iv) without liability to any person, preclude any contractor, subcontractor, agent, employee or other invitee of a Owner who fails to comply with the terms and provisions of the Governing Documents from continuing or performing any further activities on the Property; (v) Levy Specific Assessments to cover costs incurred by the Association to bring a Unit into compliance with Governing Documents.

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

All sums payable pursuant to this Declaration that become delinquent shall bear interest at a rate determined by the Board, but in no event shall such rate be more than 1.5 percent per month or the then-maximum rate permitted by law, whichever is less, commencing on the date such payment becomes delinquent or, if advanced or incurred by the Association or another Person pursuant to authorization contained in this Declaration, commencing 30 days after repayment is requested.

Each Person who becomes delinquent in the payment of any amount due the Association shall pay to the Association a late charge of $5.00 per day of such delinquency or such other amount as may be determined by the Board from time to time, for each payment that is delinquent. Each Person who becomes delinquent in the payment of any amount due the Association shall be liable for all reasonable costs and attorney's fees incurred by the Association with respect to collection of all delinquent amounts, which costs and fees shall be the personal obligation of each Owner at the time each Assessment becomes due and payable and shall be a lien and charge upon the Unit against which the Assessment is made.

All enforcement powers of the Association shall be cumulative. The failure of the Association to enforce any provision of the Governing Documents shall not operate as a waiver by the Association to enforce such provision or any other provision of the Governing Documents in the future against the violating Owner or other individual or against any individual in the future.

The Association or Declarant, by contract or other agreement, may enforce applicable city and county ordinances, if applicable, and permit Town of Jackson, Wyoming to enforce ordinances within the Property for the benefit of the Association and its Members.

b. <u>Suspension of Rights and Privileges</u>. In amplification of, and not in limitation of, the general powers specified in this Declaration, the Association through its Board shall have the following rights and powers, in addition to those set forth in the Act:

If a Person shall be in breach of the Governing Documents, including but not limited to the failure of that Owner to pay any Assessment attributable to, or incurred in connection with, a Unit on or before the due date therefore, or for the failure of a successor-in-title of a Unit to promptly cure any past due Assessments or other amounts due and owing to the Association, whether or not the obligation to pay for such Assessments or other amounts due arose prior to the time such successor-in-title obtained such Unit, the Association may suspend that Owner's rights and privileges arising from the ownership of such Unit including, but not limited to, the right to participate in any vote or other determination provided for herein and the right to any nonessential services including cable or satellite television service or internet access or the like, and may assess monetary penalties as may be provided herein, in the Master Rules and Regulations, in the Bylaws or other Governing Documents.

No suspension of rights and privileges, except a suspension of privileges for the failure of a Person to pay any Assessments, any portion thereof or any other amount due on or before the due date therefore, and no imposition of monetary penalties shall be made except after a meeting of the Board duly called and held for such purpose.

Written notice of such meeting, the purpose thereof, including the reasons for the suspension sought or the monetary penalties sought to be imposed, and whether the Person's defense shall be oral or written, shall be given to the Person at least 15 days prior to the date of the meeting. The Person shall be entitled to appear at that meeting and present his or her case, either orally or in writing as designated by the Board, as to why his or her privileges should not be suspended or monetary penalties imposed.

The decision as to whether rights and privileges should be suspended or monetary penalties imposed shall be made by a majority of the Board present at that meeting. Written notice of suspension or monetary penalties imposed, the reasons therefor and the length or amount thereof shall be given to the Person, and the suspension or penalties shall become effective on the date such notice is given, which date shall be not less than three days after the date of such meeting.

If a suspension of rights and privileges or imposition of monetary penalties is based

(i) on the failure of a Person to pay Assessments or any other amount due when due attributable to, or incurred in connection with, a Unit, the suspended rights and privileges of that Person with respect to the Unit shall be reinstated automatically at such time as payment is received by the Association, in cash or by electronic funds transfer or certified check, of all amounts past due as of the date of the reinstatement and all monetary penalties imposed, together with accrued and unpaid interest and any late charges imposed which are attributable to, or were incurred in connection with, such Unit.

(ii) on any act or omission other than the failure of a Person to pay Assessments or any other amount due when due, the suspended rights and privileges shall be automatically reinstated upon the earlier of expiration of the period stated in the suspension notice or payment of the monetary penalties imposed.

c. Enforcement of Association's Rights. The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

d. Indemnification of Officers, Directors and Others . The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

e. Provision of Services . The Association is authorized but not obligated to enter into and terminate, in the Board's discretion, contracts or agreements with service providers, to provide services to and facilities for the Members of the Association and their guests, lessees and invitees and to charge use and consumption fees for such services and facilities. By way of example, some services which might be offered include property management services, snow removal, trash and recycling removal, landscape maintenance, pest control, utilities, and similar services.

f. Enforcement by Declarant . Declarant shall have the right to enforce the limitations and requirements set forth in these Governing Documents, including but not limited to the right to specifically enforce such documents by legal proceedings. Every Owner hereby consents to enforcement by Declarant, including the entry of an injunction against him, her or them to terminate and restrain any violation. Every Owner who uses or allows such Owner's Unit to be used in violation of the Governing Documents further agrees to pay all costs incurred by Declarant, including reasonable attorneys fees, whether suit is brought or not..

ARTICLE IX. ASSESSMENTS

Section 9.1 Members' Obligations to Pay Assessments and Other Amounts. Declarant, for each Unit owned by it within the Property, and for and as the owner of the Property and every part thereof, hereby covenants for itself and for each Owner of any Unit, by the acceptance of instruments of conveyance and transfer therefore (whether or not it be so expressed in such instruments) shall be deemed to covenant and agree with each other and with the Association, to pay the Association all assessments, whether Regular Assessments, Special Assessments or Specific Assessments, made by the Association for the purposes provided in this Declaration, as well as such reasonable and uniformly applied charges for use of the Property and reasonable and uniformly applied fines imposed for violation of the Master Rules and Regulations adopted by the Association as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time, as provided in this Declaration.

Section 9.2 Regular Assessments. The regular assessments against all Units within the Property (the "Regular Assessments") shall be based upon advance estimates of cash requirements of the Association to provide for the payment of all costs and expenses arising out of or connected with the following: (i) the administration and/or management of the Property; (ii)

the maintenance and operation (including without limitation road maintenance, snow removal and landscape services (including mowing of LCE-Y), equipment and materials), repair and replacement, and insuring of the Common Elements; (iii) taxes and special assessments from governmental or quasi-governmental entities or agencies unless and until Units are separately assessed; (iv) premiums for all insurance which the Association is required or permitted to maintain hereunder; (v) wages of and other costs associated with Association managers, employees or contractors; (vi) legal, audit and accounting fees; (vii) amounts necessary to eliminate any deficit remaining from a previous period; (viii) creation of a reasonable reserve fund for periodic maintenance, repair and replacement of the Common Elements and for future capital expenditures; (ix) all costs associated with the Annual Meeting; (x) any other operating, administrative and management costs, expenses and liabilities which may be incurred by the Association for the benefit of all of the Owners or by reason of this Declaration or pursuant to the affirmative vote of the members of the Association pursuant to this Declaration or the Bylaws; and (xi) the Reserve Fund (as defined below). All of the foregoing shall be referred to herein as the "Common Expenses", which Common Expenses shall be assessed to the Owners in the following three general categories:

a. General Common Expenses. The General Common Expenses shall include the Common Expenses and the Reserve Fund.

b. Reserve Fund. The "Reserve Fund" shall include sums reserved for future capital expenditures and funds to pay insurance deductibles, which reserve fund shall be assessed to all Units.

Section 9.3 Apportionment of Regular Assessments. The Regular Assessments pertaining to the General Common Expenses and Reserve Fund shall be apportioned equally among the Owners.

Section 9.4 Notice of Periodic Assessments; Time for Payment Thereof; and Interest. The Association shall assess Owners monthly (or such other periods as it may determine) for the Regular Assessments consistent with an annual budget duly adopted by the Board and any Special Assessments or Specific Assessments. The Association shall provide notice of such periodic assessment to the Owners by any method authorized by the Bylaws or the Declaration. No payment shall be due less than thirty (30) days after written notice has been sent to the Owners. Failure of the Association to give written notice of the assessment shall not affect the liability of the Owner of any Unit for such assessment, but the date when payment shall be due in such case shall be deferred to a date thirty (30) days after such notice is sent to the Owners.

Section 9.5 Special Assessments. In addition to the Regular Assessments authorized by this Declaration, the Association may levy, at any time and from time to time, upon the affirmative vote of at least fifty-one percent (51%) of the total votes of all members of the Association, special assessments, payable over such period as the Association may determine, for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of the Property or any part thereof, or any shortfall in the Reserve Fund, or for any other expense incurred or to be incurred as provided in this Declaration

(the "Special Assessment"). This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections hereof which shall make specific reference to this Section or by the affirmative vote of the members of the Association as provided herein. Any amounts assessed pursuant hereto shall be assessed to Owners in the same manner and the same proportion as the Regular Assessments.

Section 9.6 Specific Assessments. The Association shall have the power to levy Specific Assessments (individually, the "Specific Assessment") against a particular Unit or limited number of Units as follows:

a. To cover costs incurred by the Association, including the payment of insurance deductibles on insurance policies held by the Association, to maintain or repair damage to a Unit or the Common Elements caused by the negligence or as a consequence of the conduct or lack of conduct of the Owner, their family members, agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Owner prior written notice and an opportunity for a hearing before levying any Specific Assessment under this subsection (b);

b. To cover costs incurred by the Association; for all routine, non-routine and preventative maintenance, repairs or replacements of a Unit; and

Section 9.7 Lien for Assessments. All sums assessed to any Unit pursuant to this Declaration, including any penalties assessed herein for noncompliance with the Governing Documents, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association, which lien is perfected from and after the recording of this Declaration without the necessity of recording any notice of delinquency or notice of lien. Each default of an Owner for nonpayment of an amount assessed hereunder or for violation of the Owner's obligations under the Governing Documents shall constitute a separate basis for a demand or claim of lien. Such lien shall attach from the due date of the assessment and shall be superior to all other liens and encumbrances on such Unit except for: (a) valid tax and special assessment liens on the Unit in favor of any governmental assessing authority; and (b) labor or materialmen's liens, to the extent allowed by law. All other lienholders acquiring liens on any Unit after the recordation date of this Declaration shall be deemed to consent that such liens shall be inferior liens to future liens for assessments as provided herein, whether or not such consent is specifically set forth in the instruments creating such liens. The secured party under a valid Mortgage, duly recorded in the land records in the Office of the Clerk of Teton County, Wyoming as to a Unit, shall be entitled to cure a default in payment of assessments by paying all past due assessments. In the event of foreclosure on any such Mortgage, the holder thereof shall take the Unit interest subject to all unpaid assessments, interest and penalties then due.

The Association may prepare a written notice of assessment setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the record owner of the Unit, and a description of the Unit. Such notice shall be signed by the Association, and may be recorded in the land records in the Office of the Clerk of Teton County, Wyoming if such assessment is more than sixty (60) days past due. Such lien may be enforced by power of sale by the Association after failure of the Owner to pay such assessment in accordance with its terms,

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such sale to be conducted in the manner permitted by law in Wyoming for the foreclosure of liens against real estate or in any other manner permitted by law. In any such foreclosure as to a Unit, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of recording the notice of assessment, and all reasonable attorneys' fees associated therewith. All such costs and expenses shall be secured by the lien being foreclosed as to the Unit. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due prior to commencement of foreclosure and during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to thereafter acquire, hold, convey, lease, rent, encumber, use, and otherwise deal with the Unit as the Owner thereof. The purchaser at any sale shall obtain title to the Unit after the expiration of any applicable period of redemption subject to, and shall be jointly and severally liable with the Owner foreclosed upon with respect to all Assessments and other sums due or performance claimed, subject to the provisions of the Governing Documents. No sale or transfer shall relieve the Unit or the purchaser thereof from liability for any Assessments, other payments or performance thereafter becoming due or from the lien therefore as provided for in this Section. All sums assessed hereunder but still unpaid shall also remain the obligation of and shall be payable by the Owner foreclosed upon.

A further notice stating the satisfaction and release of any such lien shall be executed by the Association and recorded in the land records in the Office of the Clerk of Teton County, Wyoming upon payment of all sums secured by a lien which has been made the subject of a recorded notice of assessment.

Section 9.8 **Personal Obligation of Owner**. The amount of any Regular Assessment, Special Assessment or Specific Assessment against any Unit shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosure or waiver of the lien securing the same. No Owner may avoid or diminish such personal obligation by waiver of the use and enjoyment of any of the Common Elements or by abandonment of his/her Unit. Any purchaser of a Unit shall be jointly and severally liable with the seller for all unpaid assessments against the Unit up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

Section 9.9 **Estoppel Certificate**. Upon payment of a reasonable fee and upon five (5) business days written request of any Owner or any Mortgagee, prospective Mortgagee or prospective purchaser of a Unit, the Association shall issue an estoppel certificate setting forth the amount of the unpaid assessments including penalties, fees and interest accrued and due, if any, with respect to such Unit, whether Regular Assessments, Specific Assessments or Special Assessments, the amount of the current Regular Assessment and the date that such assessment becomes or became due, credit for advanced payments or prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums, which certificate shall be conclusive upon the Association in favor of persons who rely thereon in good faith that no greater amounts were then due or accrued and unpaid, with the exception that any damage done to a Unit after the date of the estoppel certificate shall create an assessment against the Unit and shall not be foreclosed by the change in ownership of such Unit or the issuance of the estoppel

certificate and shall be assessed to the Unit, regardless of the ownership thereof, pursuant to this Declaration.

Section 9.10 Assessment for Payment of Insurance Deductible. The deductible, if any, on any insurance policy held by the Association or the Board shall be paid by the Association and assessed to the Owners as a Common Expense in the event that the cause of any damage or destruction of any portion of the Condominium originated in or through the Common Elements or an apparatus located within the Common Elements; provided, however, that the Association or the Board may assess any deductible amount necessitated by either the intentional act or omission, negligence, abuse, misuse or neglect of an Owner, or his or her family, guest, tenant or the family or guest of such tenant, against such Owner as a Specific Assessment hereunder. In the event that the cause of any damage or destruction to any portion of the Condominium originated in or through a Unit or any component thereof, then the deductible shall be paid by the Association and the amount therefore shall be assessed against the Owner of such Unit as a Specific Assessment hereunder.

Section 9.11 Budgeting and Allocating Common Expenses. At least sixty (60) days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses, for the coming year, including any contributions to be made to a reserve fund pursuant to this Article 9. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Units, and the amount to be generated through the levy of Regular Assessments, Special Assessments and Specific Assessments against each.

The Board shall send a copy of the final budget, together with notice of the amount of the Regular Assessment to be levied pursuant to such budget, to each Owner and to TCHA not less than forty-five (45) nor more than sixty (60) days prior to the effective date of such budget; provided, however, if the Regular Assessment is increased from the previous year's Regular Assessment, the Board shall send notice of the increase to the Homeowners not less than thirty (30) nor more than sixty (60) days prior to the increased Base Assessment becoming due. Such budget and assessment shall thereafter become effective unless objected to in writing by an Owner within ten (10) days of the effective date of the budget.

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

The Board may revise the budget and adjust the Base Assessment from time to time during the year, subject to the notice requirements and the limitations on increases of assessments provided for in Section 8.5.

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Section 9.12 Budgeting for Reserves. The Board shall prepare and review at least annually a reserve budget for capital expenses of the Association. The budget shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall include in the Common Expense budget adopted, a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect both to amount and timing by annual contributions over the budget period. TCHA shall have the right to revise and approve the reserve budget to the extent TCHA determines in its reasonable discretion is necessary to adequately maintain the replaceable assets.

ARTICLE X. INSURANCE

Section 10.1 Types and Form of Insurance. The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in the State of Wyoming.

a. Property Insurance. The Association shall obtain a policy or policies of insurance against damage or destruction of the Common Elements and the portion of the Units considered to be attached to the Building (including without limitation the interior walls and partitions, ceilings, cabinetry, fixtures, carpeting and other attached flooring, windows and doors, and excluding without limitation artwork, appliances and mirrors that are attached to the interior of the Units) and the equipment, supplies and other personal property of the Association. Such property insurance shall be in accordance with the coverage customarily maintained by other condominium properties similar in construction, design and use, and at least equal to such coverage as is commonly required by prudent institutional mortgage investors in the area. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, theft, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection, but in any event shall consist of a policy written on an open perils basis to provide the broadest coverage possible. The Association may comply with the above requirement by the purchase of blanket coverage and may elect such "deductible" provisions as in the Association's opinion are consistent with good business practice. The policy shall be in an amount equal to 100% of current replacement cost of the Property, exclusive of land, foundation, excavation and other items normally excluded from coverage.

The Property Insurance shall be carried in a form or forms naming the insured as the Association for the use and benefit of all Owners. The loss payable shall be in favor of the Association as trustee for each Owner and the Owner's Mortgagee(s), and the parties shall be beneficiaries of the policy in equal shares, prior to any ratio adjustments. Each policy shall provide a standard, non-contributory mortgagee clause in favor of each Mortgagee or insurer or guarantor of a Mortgage, in a form commonly accepted by private institutional mortgagors in the area. Each policy shall also provide that it cannot be cancelled by either the insured or the insurance company until after forty-five (45) days prior written notice is first given to the Association. If the foregoing terms are not commercially feasible, then the Association shall be permitted to negotiate the best commercially reasonable terms available. The Association shall, upon request, furnish to each Owner or Mortgagee a certificate of coverage, including an identification of such Owner's interest.

b. General Liability Insurance. The Association shall obtain a broad form of comprehensive general liability insurance coverage in such amounts and in such forms as it deems advisable to provide adequate protection. Coverage shall include, without limitation, all of the Common Elements and public ways of the Property, including death, liability for personal injuries, property damage, liability of the Association, its officers, Directors, employees and the Managing Company arising with the ownership, operation, maintenance, administration, management, use or occupancy of the Property, and liability arising out of lawsuits related to employment contracts of the Association, as well as such other riders customarily covered with respect to similar condominiums. The combined single limits of such insurance policies shall be not less than five hundred thousand dollars ($500,000.00) with respect to personal liability and with limits of not less than five hundred thousand dollars ($500,000.00) for each accident with respect to property damage liability. The Association shall obtain an automobile endorsement which shall cover all automobiles on behalf of the Association.

The general liability insurance shall name the Association, its directors, officers, managers and assignees, each Owner, and the Declarant, whether or not the Declarant is an Owner, and shall protect each insured against liability for acts of the Association in connection with the ownership, operation, maintenance or other use of the Property or the Building. Each such policy shall provide that it cannot be cancelled either by the insured or by the insurance company until after forty-five (45) days written notice to the Association. If the foregoing terms are not commercially feasible, then the Association shall be permitted to negotiate the best commercially reasonable terms available.

c. Officers and Directors Coverage. To the extent not otherwise provided, the Association shall obtain errors and omissions or similar insurance coverage protecting the officers and directors on the Board of the Association.

d. Details of All Policies. The Association shall be required to secure insurance policies that will provide for the following:

(i) that the insurer shall waive subrogation as to any claims against the Association, the Declarant, the Owners and their respective servants, agents and guests;

(ii) the policy or policies on the Property cannot be cancelled, invalidated, or suspended on account of the conduct of one or more individual Owner not in control of the Owners collectively;

(iii) that the policy or policies on the Property cannot be cancelled, invalidated, or suspended on account of the conduct of any director on the Board, officer or employee of the Association without a prior demand in writing that the Association cure the defect;

(iv) that any “no other insurance” clause in the policy or policies on the Property exclude individual Owner’s policies from consideration;

(v) a “special condominium endorsement” or its equivalent;

(vi) if available, the policies shall contain an "agreed amount endorsement" and an "inflation guard endorsement."

e. <u>Additional Coverage</u>. The provisions of this Declaration shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required by this Declaration, in such amounts and in such forms as the Association shall deem appropriate from time to time.

Section 10.2 <u>Owner's Individual Insurance</u>. Each Owner shall obtain content insurance coverage for such Owner's Unit in an amount no less than $40,000.00 for a one-bedroom Unit, $55,000.00 for a two-bedroom Unit or $65,000.00 for a three-bedroom Unit, or in some greater amount reasonably determined to replace the contents of the Unit and to the extent not covered by the Association's insurance in the event of damage or destruction. The premium and deductible costs associated with such Owner's individual insurance shall be paid by the Owner. All such insurance of the Owner's Unit shall waive the insurance company's right of subrogation against the Association, the Declarant, the other Owners, and the servants, agents, and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights of subrogation. Each Owner shall be responsible for providing proof of such insurance to the Association; provided, however, that the Association shall not be responsible for ensuring that each Owner has such insurance. Any minimum dollar amount limitations provided herein may be increased from time to time by resolution of the Association to account for increases in the costs of replacement or reconstruction or increases in the perceived levels of liability.

Section 10.3 <u>Adjustment</u>. Exclusive authority to adjust losses under policies hereafter in force on the Property shall be vested in the Board.

Section 10.4 <u>Contribution</u>. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by the individual Owners or their Mortgagees.

Section 10.5 <u>Review of Insurance</u>. The Board shall review annually the coverage and policy limits of all insurance coverage on the Building and adjust the same at its discretion. Such annual review may, but shall not be required to, include an appraisal of the improvements on the Property by a representative of the insurance carrier or carriers providing the policy or policies on the Property, or such other qualified appraisers as the Board may select, and the cost thereof shall be assessed to the Owners as a Common Expense hereunder.

Section 10.6 <u>Actions Affecting Cost and Coverage of Insurance</u>. No Owner shall permit anything to be done or kept in such Owner's Unit or in the General Common Elements which will result in increase of the cost or cancellation of insurance on any Unit or any part of the General Common Elements.

Section 10.7 <u>Insurance Proceeds</u>. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this

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Article. The Association shall apportion the proceeds to the portions of the Property that have been damaged and shall determine the amount of the proceeds attributable to damage to the General Common Elements. To the extent that reconstruction is required herein, the proceeds shall be used for such purpose. To the extent that reconstruction is not required herein and there is a determination that the Property shall not be rebuilt, the proceeds shall be distributed in the same manner herein provided in the event of sale of obsolete Units. Each Owner and each Mortgagee shall be bound by the apportionments of damage and of the insurance proceeds made by the Association pursuant hereto.

Section 10.8 Attorney in Fact. Where appropriate under applicable law, each Owner hereby, and by acceptance of a deed or other conveyance for a Unit thereby, appoints the Association, as attorney-in-fact for the purpose of purchasing and maintaining insurance, which shall include the power to collect and appropriately dispose of the proceeds thereof, negotiate losses and execute releases of liability, execute all documents and perform all other acts necessary to accomplish the provision and settlement of insurance coverage for the Property.

ARTICLE XI. DAMAGE OR DESTRUCTION

Section 11.1 Association as Attorney in Fact. All of the Owners irrevocably constitute and appoint, and acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute appointment of, the Association as their true and lawful attorney in fact in such Owner's name, place and stead for the purpose of dealing with the Property upon its damage or destruction as hereinafter provided. As attorney in fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of an Owner that may be necessary or appropriate to exercise the powers herein granted, including the repair and reconstruction of the improvements to restore the Property to substantially the same vertical and horizontal boundaries, finish, furnishings and facilities that existed prior to the damage or destruction (the "Repair or Reconstruction").

Section 11.2 General Authority of Association. The proceeds of any insurance collected shall be available to the Association for the purpose of the Repair or Reconstruction unless Declarant and seventy-five percent (75%) of the total votes of the Owners agree not to rebuild within one hundred (100) days after such destruction or damage.

Section 11.3 Estimate of Costs. As soon as practicable after an event causing damage to, or destruction of, any part of the Property, the Association shall obtain estimates that it deems reliable and complete of the costs of Repair or Reconstruction of that part of the Property damaged or destroyed.

Section 11.4 Repair or Reconstruction. As soon as practicable after receiving the estimates to complete the Repair or Reconstruction, the Association shall diligently pursue to completion of the Repair or Reconstruction of that part of the Property damaged or destroyed. The Association shall take all necessary or appropriate action to effect the Repair or Reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such Repair or Reconstruction shall be in

accordance with the original plans and specifications of the Property or may be in accordance with any other plans and specifications Declarant and the Owners representing an aggregate of Seventy-Five Percent (75%) or more of the voting rights of the Association may approve.

Section 11.5 <u>Funds for Reconstruction</u>. The proceeds of any insurance collected shall be available to the Association for the purpose of the Repair or Reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of the Repair or Reconstruction, the Association may levy in advance a Special Assessment sufficient to provide funds to pay such estimated or actual costs of the Repair or Reconstruction. Such assessment shall be allocated and collected as provided in the Section titled Special Assessments herein except that the vote of the members of the Association as specified therein shall not be necessary. Further assessments may be made in like manner if the amounts collected prove insufficient to complete the Repair or Reconstruction. All such insurance proceeds and monies collected through assessments shall be considered a fund to pay the estimated or actual costs of the Repair or Reconstruction and shall be disbursed by the Association therefor.

Section 11.6 <u>Decision Not to Rebuild; Partition and Distribution</u>. If Declarant and Seventy-Five Percent (75%) of the votes of all Units agree not to rebuild after damage or destruction of the Property, the Association shall file with the County Clerk of Teton County, Wyoming a notice setting forth such facts and the following shall occur:

a. the Property shall be deemed to be owned in common by the Owners and each Owner's undivided interest in the Property shall be the percentage of undivided interest previously owned by such Owner in the General Common Elements;

b. any mortgages or liens against any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Owner in the Property;

c. the Property shall be subject to an action for partition at the suit of any Owner, OR upon the affirmative vote of Declarant and Seventy-Five Percent (75%) of the votes of all Units at a meeting of the Owners duly called for such purpose, the Owners may elect to sell or otherwise dispose of the Property (and such action shall be binding upon all Owners and it shall be the duty of every Owner to execute and deliver such instruments and to perform all acts in such manner and form as may be necessary to effect such sale) in which event the net proceeds of any sale resulting from such suit or partition or vote of the Owners, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among all the Owners in a percentage equal to the percentage of undivided interest owned by each Owner in the General Common Elements in accordance with **Exhibit "A"** attached hereto, after first paying out of the respective share of each Owner, to the extent sufficient for the purposes, all sums due to mortgagees, as well as other holders of liens on the undivided interest in the Property owned by such Owner.

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ARTICLE XII. CONDEMNATION

Section 12.1 Consequences of Condemnation. If, at any time or times during the continuance of the condominium ownership pursuant to this Declaration, all or any part of the Property shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof (hereinafter, a "Condemnation"), the following provisions shall apply.

Section 12.2 Proceeds. All compensation, damages, or other proceeds from a Condemnation (hereinafter the "Condemnation Award") shall be payable to the Association.

Section 12.3 Partial Taking. In the event that less than the entire Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: as soon as practicable the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated equally among the Owners and their Mortgagees as follows: (a) the total amount allocated to taking of or injury to the General Common Elements shall be apportioned equally among Owners, (b) the total amount allocated to severance damages shall be apportioned to those Condominium Units that were not taken or condemned, (c) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within her/his own Unit shall be apportioned to the particular Unit involved, and (d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made by check payable to the respective Owners or their respective Mortgagees, as applicable.

Section 12.4 Complete Taking. In the event that the entire Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned equally among the Owners, provided that if a standard different from the value of the Property as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree, or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in the preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable in the same manner provided for partial takings as provided herein.

Section 12.5 Reorganization. In the event a partial taking results in the taking of a complete Unit, if appropriate in the determination of the Association, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall

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reallocate the ownership, voting rights, and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners of remaining Units for amendment of this Declaration as provided herein.

Section 12.6 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article XI above.

ARTICLE XIII. REVOCATION OR AMENDMENT

This Declaration shall not be revoked nor shall any of the provisions herein be amended unless the Owners representing an aggregate of Seventy-Five Percent (75%) or more of the voting rights of the Association and the Declarant consent and agree to such revocation or amendment. Any such revocation or amendment shall be binding upon every Owner and Unit whether the burdens thereon are increased or decreased by any such amendment and whether or not the Owner of each and every Unit consents thereto. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant.

Notwithstanding the foregoing, in addition to specific amendment rights granted elsewhere in this Declaration, until conveyance of all of the Units to Owners unaffiliated with Declarant, Declarant may unilaterally amend (in part or in its entirety) this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration if such amendment is necessary to (i) bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial or agency determination; (ii) enable any reputable title insurance company to issue title insurance coverage on the Property; (iii) enable any institutional or Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make purchase, insure or guarantee mortgage loans on the Property; or (iv) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely and materially affect the title to any Unit unless the Owner thereof shall consent in writing.

ARTICLE XIV. DISPUTE RESOLUTION

Section 14.1 Consents for Association Litigation. Except as provided in this Section, the Association shall not commence a judicial or administrative proceeding without the approval of a majority of a quorum of the Owners, which quorum shall be established pursuant to the Bylaws. This Section shall not apply, however, to (a) actions brought by the Association to enforce the Declaration (including, without limitation, the foreclosure of liens); (b) the collection of assessments; or (c) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 14.2 Alternative Method for Resolving Disputes. The Declarant, the Association, its officers, directors, and committee members, if any, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the "Bound Parties" and individually, the "Bound Party") agree to

encourage the amicable resolution of disputes involving the Property, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances or disputes described in Section 14.3 hereof shall be resolved using the procedures set forth in Section 14.4 in lieu of filing suit in any court.

Section 14.3 Claims. Unless specifically exempted below, all claims arising out of or relating to the interpretation, application or enforcement of the Declaration, or the rights, obligations and duties of any Bound Party under the Declaration or relating to the design or construction of improvements on the property (collectively, the "Claims" or individually, the "Claim") shall be subject to the provisions of Section 14.4.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 14.4:

(a) Any suit by the Association against a Bound Party to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of this Declaration;

(b) Any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Declaration, if the amount in controversy exceeds five thousand dollars ($5,000);

(c) Any suit in which any indispensable party is not a Bound Party;

(d) Any suit as to which the applicable statute of limitations would expire within one-hundred twenty (120) days of the Request for Resolution pursuant to Section 14.4, unless the party or parties against whom the Claim is made agree to toll the statute of limitations for such periods as may be reasonably be necessary to comply with this Article; and

Notwithstanding the foregoing, with the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 14.4

Section 14.4 Mandatory Procedures.

a. **Request for Resolution**. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (collectively, the "Parties") shall notify each Respondent in writing (the "Request for Resolution"), stating plainly and concisely:

1. The nature of the Claim, including the Persons involved and Respondent;

2. The legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

3. Claimant's proposed remedy;

4. That Claimant will meet with Respondent and Board's counsel to discuss in good faith ways to resolve the Claim;

5. That Respondent must respond to the Request for Resolution within thirty (30) days of its receipt or it will be deemed to have been rejected.

b. **Negotiation and Mediation**.

1. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Request for Resolution, the Board may appoint a representative to assist the Parties in negotiation.

2. If the Respondent rejects the Request for Resolution, or Parties do not resolve the Claim within ninety (90) days of the date of acceptance of the Request for Resolution (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have thirty (30) additional days to submit the Claim to mediation under the auspices of an independent mediation agency providing dispute resolution services in Teton County, Wyoming.

3. If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

4. Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

5. Within five (5) days of the Termination of Mediation, the Claimant shall make a final written settlement demand ("Settlement Demand") to the Respondent, and the Respondent shall make a final written settlement offer ("Settlement Offer") to the Claimant. If the Claimant fails to make a Settlement Demand, Claimant's original Request for Resolution shall constitute the Settlement Demand. If the Respondent fails to make a Settlement Offer, Respondent shall be deemed to have made a "zero" or "take nothing" Settlement Offer. In this event, the Mediator shall issue a final written decision within ten (10) days of the last offer. This decision shall be non-binding on the parties and the parties legal remedies are preserved. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim as appropriate.

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Section 14.5 Allocation of Costs of Resolving Claims.

a. Subject to Section 14.5(b), each Party shall bear its own costs, including attorneys' fees, and each Party shall share equally all charges rendered by the mediator(s) ("Post Mediation Costs").

b. If the Claimant files suit or initiates administrative proceedings on the Claim and thereafter an award is ordered which is equal to or greater than Claimant's Settlement Demand, the Claimant shall be entitled to such award and the Claimant's Post Mediation Costs, such costs to be borne equally by all Respondents. If the Claimant files suit or initiates administrative proceedings on the Claim and thereafter an award is ordered which is less than any Respondent's Settlement Offer, such award shall be reduced by such Respondent's Post Mediation Costs, the benefit of which shall be allocated to such Respondent.

Section 14.6 Enforcement of Resolution. After resolution of any Claim, if any Party fails to abide by the terms of any agreement or award, then any other Party may file suit to enforce such agreement or award without the need to again comply with the procedures set forth in Section 14.4. In such event, the Party taking action to enforce the agreement or award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

Section 14.7 Board Authorization. The Board may perform any act reasonably necessary to institute, defend, settle, or intervene on behalf of the Association in binding arbitration, non-binding arbitration, mediation, litigation, or administrative proceedings in matters pertaining to (a) enforcement of the Governing Documents, (b) damage to the Common Elements, (c) damage to the Units which arises out of, or is integrally related to, damage to the Common Elements, or (d) any other civil claim or action. However, the Governing Documents shall not be construed as creating any independent legal duty to institute litigation on behalf of or in the name of the Association or its members.

ARTICLE XV. RIGHTS RESERVED TO DECLARANT

The following rights are hereby reserved for the benefit of Declarant for a period terminating on the date that is one (1) year after the conveyance of the last Unit from Declarant to a person or entity not affiliated with Declarant (the "Declarant Reserved Rights Period"): (i) to complete the improvements indicated on the Plat and the design and construction documents for the Property; (ii) to have an easement for access over, under and through the Common Elements, and to use and grant easements through the Common Elements to Declarant, any Owner, neighboring properties or others persons; (iii) to delay the filing of the Articles for the Association, creation of Bylaws and Master Rules and Regulations, or to delay the commencement of Association meetings or to delay implementation of Association assessments as may be required herein or in the Bylaws; (iv) to alter, amend, expand, retract, eliminate, vacate or otherwise change the Common Elements, or any portion thereof, as necessary to enhance the value or purpose of the Property or to exercise Declarant's reserved rights hereunder, including without limitation the right to eliminate walls, roofs, overhangs, conduit, pipes and the like deemed to be Common

Elements; (v) to vacate and replat the Plat, or portions thereof, from time to time, to conform the same to the actual location of any of the constructed improvements and to establish, vacate and relocate utility easements, access easements, and on-site parking areas, and as necessary to exercise Declarant's reserved rights to change the Common Elements or to annex additional property; (vi) to renovate, redesign, reassign, combine or make any changes to the Common Elements of the Property so long as any such changes do not diminish the overall square footage of all of the Common Elements by more than fifteen percent (15%); (vii) to annex additional property and Units to the Condominium Plat, whether such property is owned by the Declarant or not, and to impose additional easements and covenants on such additional property; (viii) to amend the percentage of ownership in the common elements and voting percentages of the Owners consistent with such annexation of additional property and Units to the Condominium; (ix) to grant in connection with such annexation temporary construction easements as necessary to accommodate construction of or on any annexed or neighboring property and to grant in connection with such annexation permanent easements as necessary for the orderly annexation of the property, including without limitation easements for utility lines and data transmission; and (x) to submit the Condominium to a master association and to merge or consolidate like-kind associations.

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

ARTICLE XVI. MISCELLANEOUS

Section 16.1 **Compliance with Provisions of Governing Documents**. Each Owner shall comply with the provisions of the Governing Documents as the same may be lawfully amended from time to time. The Board reserves the right to fine Owners for non-compliance with the Governing Documents, which fine shall be a Specific Assessment against that Owner's Unit as provided herein. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief or both, maintainable by the Association on behalf of the Owners, or, in a proper case, by an aggrieved Owner. The prevailing party shall be entitled to an award of costs and attorney fees.

Section 16.2 **Registration of Contact Information**. Each Owner shall register his mailing and e-mail addresses and facsimile number with the Association and all notices or demands intended to be served upon any Owner shall be sent in the discretion of the Association by mail, postage prepaid, or by e-mail or by facsimile addressed in the name of the Owner at such registered mailing or e-mail addresses or facsimile number, unless the Owner requests, in

writing, notification in another manner. Provided, however, if an Owner elects to receive notices by any form other than mail, email or facsimile, the Association shall not be liable for the Owner's receipt thereof. Each Owner is responsible for notifying the Association of a change in such Owner's contact information. All notices or demands intended to be served upon the Association shall be given by mail, postage prepaid, to the address of the Association as designated in the Association Bylaws, unless the Association permits notification in another manner. All notices or demands to be served on Mortgagees pursuant thereto shall be sent by mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Association in writing. Unless the Mortgagee furnishes the Association such address, the Mortgagee shall be entitled to receive none of the notices provided for in this Declaration. Any notice referred to in this Section shall be deemed given when deposited in the United States mail in the form provided for in this Section or when such notice is sent by e-mail or facsimile to the address or number provided by the Owner.

Section 16.3 **Owner's Obligations Continue**. All obligations of an Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that such Owner may have leased or rented such Owner's interest as provided herein, but the Owner of a Unit shall have no obligation for expenses or other obligations accruing after such Owner sells, conveys or otherwise transfers his entire interest in such Unit.

Section 16.4 **Warranties.** There is no express or implied warranty enforceable by an Owner or the Association against Declarant other than any claims for violation of applicable Teton County Uniform Building Code requirements that were not otherwise inspected, varied or waived by the applicable inspection authority.

Section 16.5 **Number and Gender**. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Section 16.6 **Statute**. The provisions of this Declaration shall be in addition and supplemental to the Act and to all other provisions of law.

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the day and year first above written.

DRAFT

TETON COUNTY HOUSING AUTHORITY:

_____
Stacy Stoker, Executive Director

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20___, the foregoing instrument was acknowledged before me by Stacy Stoker, as the Executive Director of the Teton County Housing Authority.

Witness my hand and official seal.

(Seal)

_____
Notary Public

DRAFT

AFFIDAVIT OF
ACKNOWLEDGMENT AND ACCEPTANCE
OF PLAT
THE GROVE CONDOMINIUMS PHASE TWO
ADDITION TO THE TOWN OF JACKSON

TO WIT:

The undersigned officers of First Interstate Bank, a Montana corporation, being first duly sworn, depose and say:

THAT the undersigned have examined a copy of that plat prepared _____, last revised _____, of The Grove Condominiums Phase Two Addition to the Town of Jackson, being identical with Adjusted Parcel A as depicted on Map T-58D of record in the Office of the Clerk of Teton County, Wyoming and being located in the NW1/4SW1/4 of Section 33, Township 41 North, Range 116 West;

THAT First Interstate Bank, is holder of a mortgage on the lands depicted on said plat of The Grove Condominiums Phase Two Addition to the Town of Jackson and described under the Certificate of Surveyor and Certificate of Owner on said plat;

THAT, in the name of and on behalf of First Interstate Bank, the undersigned acknowledge, accept, and consent to the subdivision of land depicted on said plat of The Grove Condominiums Phase Two Addition to the Town of Jackson and described in said Certificate of Owner.

ATTEST: First Interstate Bank,
a Montana corporation

Seal:

By: _____ By: _____
Frank Lyons, Joe Kola,
Vice President Loan Department Manager

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On this _____ day of _____, 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared Frank Lyons and Joe Kola, who being duly sworn, did say that they are the Vice President and Loan Department Manager, respectively of First Interstate Bank & Trust, a Montana corporation, and acknowledged that said instrument was signed by them on behalf of said corporation as its free act and deed.

WITNESS my hand and official seal.

(Seal)

_____
Notary Public

My commission expires:

DRAFT

DECLARATION OF EASEMENT
Access, Utilities and Drainage – Adjusted Tract 18A

This **DECLARATION OF EASEMENT** (this "Declaration") is made as of this _____ day of _____, 2016, by the Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. §15-10-116, as amended ("Owner").

RECITALS:

WHEREAS, Owner owns certain real property in Teton County, Wyoming, sometimes referred to as Adjusted Tract 18A (also known as Phase 1 of the Grove) and more particularly described on Exhibit A, attached hereto and by this reference specifically incorporated herein ("Tract 18");

WHEREAS, Owner owns certain real property in Teton County, Wyoming, sometimes referred to as Adjusted Parcel A (also known as Phase 2 of the Grove) and more particularly described on Exhibit B, attached hereto and by this reference specifically incorporated herein ("Parcel A");

WHEREAS, Owner owns certain real property in Teton County, Wyoming, sometimes referred to as Adjusted Parcel B (also known as Phase 3 of the Grove) and more particularly described on Exhibit C, attached hereto and by this reference specifically incorporated herein ("Parcel B");

WHEREAS, Owner has made certain improvements to Tract 18 including the construction of a building which includes housing and commercial uses, an underpass for vehicular and pedestrian access (the "Underway"), as well as the installation of landscaping, parking and a refuse collection facility (collectively, the "Tract 18 Improvements");

WHEREAS, Owner is currently improving Parcel A, including without limitation the construction of housing, parking, landscaping and related infrastructure, and similar improvements are contemplated for Parcel B;

WHEREAS, in connection with the improvements made and to be made on Parcel A, and the improvements contemplated for Parcel B, Owner desires to declare and establish for the benefit of Parcel A and Parcel B, certain non-exclusive, perpetual access, drainage and utility easements on, under, over and across portions of Tract 18 which will benefit and burden the properties as further described herein.

DECLARATIONS:

NOW THEREFORE, Owner hereby declares that Tract 18 shall be held, sold, transferred, conveyed and occupied subject to the waivers, covenants, conditions, restrictions, easements uses, benefits and privileges hereafter set forth, all of which shall be binding on all parties having or acquiring any right, title or interest in the properties, as follows:

1. **Easements for Roadway, Utilities and Drainage.** Owner hereby declares and establishes for the benefit of Parcel A and Parcel B, those certain non-exclusive, perpetual easements for pedestrian and vehicular ingress and egress (over such driveways and walkways as they may be constructed and maintained from time to time for such purposes), and for utility and drainage purposes in, on, under, over and across, that portion of Tract 18, as such easements are specifically described on Exhibit D, "Legal Description of Easement", as *"Easement A"*, *"Easement B"* and *"Easement C"* (collectively, the "Easements"). This Declaration shall not include the right of any Parcel A or Parcel B owner to park any vehicle on the Easements.

2. **Reservation of Owner.** Owner reserves unto itself as the owner of Tract 18, and for its guests, invitees, legal representatives, heirs, successors and assigns, the right to manage and operate the Easements for its own purposes, including without limitation the right to relocate the points of ingress and egress, to park vehicles within the Easements as such parking and parking barriers are currently configured and as the same may be modified or relocated, to maintain the Tract 18 Improvements as they exist and as they may be installed in the future, and for its own right of ingress and egress, drainage and utility use in, on, under, over and across the Easements. The Easements declared herein shall be subject to such current and future use and such uses shall be deemed consistent with the easement declaration herein. Owner further reserves unto itself as the owner of Tract 18, and for its guests, invitees, legal representatives, heirs, successors and assigns, all other uses that do not materially interfere with reasonable beneficial use of the Easement as described herein. Owner further unto itself, its heirs, successors and assigns, the right to grant additional easements in, on, under, over and across Tract 18 for any purpose as Owner, or its heirs, successors and assigns, deems necessary in Owner's sole discretion.

3. **Maintenance; Costs and Expenses.** The owner of Tract 18 shall cause the Easements to be maintained, repaired, replaced and improved in good condition and repair. The cost and expense of such maintenance (including snow plowing), repair, replacement or improvement shall be shared among the Tract 18, Parcel A and Parcel B owners in accordance with a separate agreement, which agreement may also provide for budgeting and scheduling of payments, and such other terms not inconsistent with this Declaration. Such cost sharing shall not include the maintenance, repair, replacement or improvement of the building through which the Underway passes. Notwithstanding the foregoing, at any time that either party installs or repairs its utilities within the Easements, that party shall be responsible for returning the improvements within the Easements to substantially the condition they were in prior to the installation or repair of such utilities.

4. **Indemnification**. Owner hereby declares that any successor party hereto (each, an "Indemnitor") shall indemnify, defend and hold harmless any such other party, its beneficiaries, employees, successors and assigns (each, an "Indemnitee") from and against any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonable attorney's fees and litigation costs incurred by the Indemnitee in connection therewith) and for any and all damage to property arising out of, or attributable to the use, maintenance, or repair of improvements within the Easements by the Indemnitor and its employees, agents, contractors and representatives. All indemnification provided for herein shall not include indemnification for negligence of the Indemnitee or for

actions of the Indemnitee which would otherwise make the indemnification void pursuant to Wyoming State Statutes, Wyoming law or any other applicable law.

5. **Construction; Severability.** This Declaration shall be construed in accordance with the laws of the State of Wyoming. Venue is in Teton County, Wyoming. In case any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6. **No Merger**. This Declaration and the easements and rights declared and established herein are intended to remain separate from Owner's fee simple interest in Tract 18, Parcel A and Parcel B, respectively, and shall not merge therewith.

7. **Binding Effect; Declaration.** Owner hereby declares that the Tract 18, Parcel A and Parcel B shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to this Declaration and the easements contained herein, which shall run with, benefit and burden in perpetuity Tract 18, Parcel A and Parcel B, respectively, and shall be binding upon and inure to the benefit of all parties having or acquiring legal title or an equitable interest in Tract 18, Parcel A or Parcel B, or any part or subdivision thereof.

DATED as of the date first written above.

OWNER:

Teton County Housing Authority

_____

Stacy A. Stoker, Executive Director

STATE OF_____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2016, by Stacy A. Stoker, Executive Director of the Teton County Housing Authority.

WITNESS my hand and official seal.

_____

Notary Public
My commission expires:

EXHIBIT A
LEGAL DESCRIPTION OF ADJUSTED TRACT 18A

A PARCEL OF LAND located within the NW¼ SW¼ Section 33, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming, said parcels being more particularly described as follows:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 33;

thence S00°09′57″W, on the West Line of said Section 33 (the basis of bearing for this description), 200.03 feet, to a reinforcing bar with 2" diameter aluminum cap inscribed "PLS 3831", found this survey, being the **TRUE POINT OF BEGINNING**;

thence departing said West Line and proceeding S88°58′55″E, 153.29 feet on the north boundary of that parcel identified as Tract 18-A in that warranty deed of record in Book 787 of Photo, Pages 739-740, in the Office of County Clerk for Teton County, Wyoming;

thence departing said north boundary and proceeding S01°01′44″W, 199.83 feet to the southerly boundary of that parcel identified as Parcel A in said warranty deed;

thence N88°57′36″W, on said southerly boundary, 150.28 feet to said West Line of said Section 33, monumented with a reinforcing bar with 2" diameter aluminum cap inscribed "PLS 3831", found this survey;

thence N00°09′57″E, on said West Line, 199.80 feet to the point of beginning

The above-described Adjusted Tract 18A contains an area of 30,330.2 square feet or 0.70 acres, more or less, and is in accordance with that Map of Survey titled Minor Boundary Adjustment between Properties of Teton County Housing Authority of record in said Office as Map T-58D.

Kenneth G Magrath, Wyoming Professional Land Surveyor No. 8469
JORGENSEN ASSOCIATES, P.C.

EXHIBIT B
LEGAL DESCRIPTION OF ADJUSTED PARCEL A

A PARCEL OF LAND located within the NW¼ SW¼ Section 33, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming, said parcels being more particularly described as follows:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 33;

thence S00°09′57″W, on the West Line of said Section 33 (the basis of bearing for this description), 200.03 feet, to a reinforcing bar with 2" diameter aluminum cap inscribed "PLS 3831", found this survey

thence departing said West Line of said Section 33 and proceeding S88°58′55″E, 153.29 feet on the northerly boundary of Adjusted Tract 18A, depicted on that Map of Survey titled Minor Boundary Adjustment between Properties of Teton County Housing Authority of record in the Office of the County Clerk for Teton County Wyoming as Map T-58D, to the **TRUE POINT OF BEGINNING**;

thence S88°58′55″E, 262.06 feet to the westerly boundary of that parcel identified as Parcel B, in that warranty deed of record in Book 787 of Photo, Pages 739-740, in said Office;

thence continuing S88°58′55″E 30.82 feet;

thence S01°01′44″W 199.94 feet;

thence N88°57′36″W 28.14 feet to a reinforcing bar with 2" diameter aluminum cap inscribed "PLS 3831", found this survey;

thence continuing N88°57′36″W 197.33 feet to a reinforcing bar with 1-½" diameter aluminum cap inscribed "PLS 578", found this survey,

thence continuing N88°57′36″W 67.41 feet to the Southeast Corner of said Adjusted Tract 18A;

thence N01°01′44″E, on the easterly boundary of said Adjusted Tract 18A, 199.83 feet to the point of beginning.

The above-described Adjusted Parcel A contains an area of 58,541.5 square feet or 1.34 acres, more or less, and is in accordance with that Map of Survey titled Minor Boundary Adjustment between Properties of Teton County Housing Authority of record in said Office as Map T-58D.

Kenneth G Magrath, Wyoming Professional Land Surveyor No. 8469
JORGENSEN ASSOCIATES, P.C.

EXHIBIT C
LEGAL DESCRIPTION OF ADJUSTED PARCEL B

A PARCEL OF LAND located within the NW¼ SW¼ Section 33, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming, said parcels being more particularly described as follows:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 33;

thence S88°57′06″E, on the East-West Center-Section Line of said Section 33, 415.69 feet, to the **TRUE POINT OF BEGINNING,** witnessed by a 5/8" diameter steel reinforcing bar with 1½" aluminum cap inscribed "WC 2.0' PLS 6193" that lies westerly 2.18 feet;

thence continuing on said Center-Section Line, being also the northerly boundary of that parcel identified as Parcel B, in that warranty deed of record in Book 787 of Photo, Pages 739-740, in the Office of County Clerk for Teton County, Wyoming, S88°57′06″E 145.12 feet to the Northeast Corner thereof, monumented by a reinforcing bar with 2" diameter aluminum cap inscribed "PLS 5368", found this survey;

thence S00°15′37″W, on the easterly boundary of said Parcel B, 599.82 feet to the Southeast Corner thereof;

thence N88°56′10″W, on the southerly boundary of said Parcel B, 145.14 feet to the Southwest Corner thereof;

thence N00°15′42″E, on the westerly boundary thereof, 200.02 feet to the southerly boundary of Adjusted Parcel A, depicted on that Map of Survey titled Minor Boundary Adjustment between Properties of Teton County Housing Authority of record in said Office as Map T-58D;

thence S88°57′36″E, on said southerly boundary, 28.14 feet to the Southeast Corner thereof;

thence N01°01′44″E, on the easterly boundary of said Adjusted Parcel A, 199.94 feet to the Northeast Corner thereof;

thence N88°58′55″W, on the northerly boundary thereof, 30.82 feet;

thence N00°15′42″E 199.81 feet to the point of beginning.

The above-described Adjusted Parcel B contains an area of 81,147.8 square feet or 1.86 acres, more or less, and is in accordance with that Map of Survey titled Minor Boundary Adjustment between Properties of Teton County Housing Authority of record in said Office as Map T-58D.

Kenneth G Magrath, Wyoming Professional Land Surveyor No. 8469
JORGENSEN ASSOCIATES, P.C.

EXHIBIT D
LEGAL DESCRIPTION OF EASEMENT

A PARCEL OF LAND located within the NW¼ SW¼ Section 33, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming, said parcel being more particularly described as follows:

EASEMENT A

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 33;

thence S00°09′57″W, on the West Line of said Section 33 (the basis of bearing for this description), 200.03 feet, to a reinforcing bar with 2" diameter aluminum cap inscribed "PLS 3831", found this survey, being the Northwest Corner of said Adjusted Tract 18A as shown on Map T 58D of record in the Office of the Clerk of Teton County, Wyoming, in said Section 33;

thence continuing S00°09′57″W, on said West Line, 82.40 feet to the **TRUE POINT OF BEGINNING;**

thence continuing S00°09′57″W, on said West Line, 35.00 feet;

thence departing said West Line and proceeding S88°58′16″E, 9.36 feet;

thence N01°00′21"E, 35.00 feet;

thence N88°58′16″W, 9.87 feet to the **Point Of Beginning**;

The above described Easement A contains an area of 336.71 sq. ft. or 0.01 acres, more or less.

EASEMENT B

COMMENCING AT THE NORTHWEST CORNER OF ADJUSTED TRACT 18A IN SAID SECTION 33;

thence S88°58′55″E, on the northerly boundary of said Tract 18A, (the basis of bearing for this description), 128.93 feet, to the **TRUE POINT OF BEGINNING**;

thence S88°58′55″E, on said northerly boundary, 24.36 feet to a 5/8" diameter steel reinforcing bar with 2" diameter aluminum cap inscribed "Jorgensen Associates PLS 8469", set this survey;

thence S01°01′44″W, on the easterly boundary of said Adjusted Tract 18A, 199.83 feet to a 5/8" diameter steel reinforcing bar with 2" diameter aluminum cap inscribed "Jorgensen Associates PLS 8469", set this survey;

thence N88°57′36″W, on the southerly boundary of said Adjusted Tract 18A, 59.81 feet;

thence departing said southerly boundary and proceeding N01°00′21″E, 120.43 feet;

thence S89°02′03″E, 35.59 feet;

thence N00°57′56″E, 79.35 feet to the **Point Of Beginning**.

The above described Easement B contains an area of 9137.40 sq. ft. or 0.21 acres, more or less.

EASEMENT C

COMMENCING AT THE NORTHWEST CORNER OF ADJUSTED TRACT 18A IN SAID SECTION 33;

thence S00°09′57″W, on the West Line of said Section 33 (the basis of bearing for this description), 82.40 feet;

thence S88°58′16″E 9.87 feet to the **TRUE POINT OF BEGINNING**;

thence S88°58′16″E 52.19 feet;

thence N01°00′21″E 2.99 feet;

thence S89°02′03″E 30.13 feet;

thence S01°00′21″W 39.03 feet;

thence N89°01′00″W 30.13 feet;

thence N01°00′21″E 1.03 feet;

thence N88°58′16″W 52.19 feet;

thence N01°00′21″E 35.00 feet to the **Point Of Beginning.**

The above described Easement C contains an area of 3002.19 sq. ft. or 0.07 acres, more or less.

Vertically the above described easement is to extend below ground to a depth required for maintenance of access and utilities, and to a height equal to the finished ceiling of structure therefore an exact volume cannot be calculated.

Kenneth G Magrath, Wyoming Professional Land Surveyor No. 8469
JORGENSEN ASSOCIATES, P.C.

EXHIBIT D

DECLARATION OF EASEMENT
Access, Utilities and Drainage – Adjusted Parcel B

This **DECLARATION OF EASEMENT** (this "Declaration") is made as of this _____ day of _____, 2016, by the Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. §15-10-116, as amended ("Owner").

RECITALS:

WHEREAS, Owner owns certain real property in Teton County, Wyoming, sometimes referred to as Adjusted Parcel B (also known as Phase 3 of the Grove) and more particularly described on Exhibit A, attached hereto and by this reference specifically incorporated herein ("Parcel B");

WHEREAS, Owner owns certain real property in Teton County, Wyoming, sometimes referred to as Adjusted Parcel A (also known as Phase 2 of the Grove) and more particularly described on Exhibit B, attached hereto and by this reference specifically incorporated herein ("Parcel A");

WHEREAS, Owner owns certain real property in Teton County, Wyoming, sometimes referred to as Adjusted Tract 18A (also known as Phase 1 of the Grove) and more particularly described on Exhibit C, attached hereto and by this reference specifically incorporated herein ("Tract 18");

WHEREAS, Owner has made certain improvements to Tract 18 including the construction of a building, which includes housing and commercial uses, and the installation of parking, landscaping and related infrastructure; is currently improving Parcel A, including without limitation the construction of housing, and the installation of parking, landscaping and related infrastructure; and similar improvements are contemplated for Parcel B;

WHEREAS, in anticipation of the improvements contemplated for Parcel B and the improvements on Parcel A and Parcel B, Owner desires to declare and establish for the benefit of Parcel A and Tract 18, a non-exclusive, perpetual access, utility and drainage easement on, under, over and across portions of Parcel B which will benefit and burden the properties as further described herein.

DECLARATIONS:

NOW THEREFORE, Owner hereby declares that Parcel B shall be held, sold, transferred, conveyed and occupied subject to the waivers, covenants, conditions, restrictions, easements uses, benefits and privileges hereafter set forth, all of which shall be binding on all parties having or acquiring any right, title or interest in the properties, as follows:

1. Easement for Roadway, Utilities and Drainage. Owner hereby declares and establishes for the benefit of Parcel A and Tract 18, a non-exclusive, perpetual easement, for pedestrian and vehicular ingress and egress (over such driveways and walkways as they may be constructed and maintained from time to time for such purposes), and for utility and drainage

purposes in, on, under, over and across, that portion of Parcel B, as more specifically described on Exhibit D, "Legal Description of Easement" (the "Easement").

2. Reservation of Owner. Owner reserves unto itself as the owner of Parcel B, and for its guests, invitees, legal representatives, heirs, successors and assigns, the right to manage and operate the Easement for its own purposes, including the right to park vehicles within Easement as such parking may be configured, and install such other improvements, including without limitation landscaping, parking barriers, a refuse collection facility, and such other uses as the Parcel B owner may determine, as well as for its own right of ingress and egress, drainage and utility use in, on, under, over and across the Easement. The Easement declared herein shall be subject to such uses and such uses shall be deemed consistent with the easement declaration herein. Owner further reserves unto itself as the owner of Parcel B, and for its guests, invitees, legal representatives, heirs, successors and assigns, all other uses that do not materially interfere with reasonable beneficial use of the Easement as described herein. Owner further unto itself, its heirs, successors and assigns, the right to grant additional easements in, on, under, over and across Parcel B for any purpose as Owner, or its heirs, successors and assigns, deems necessary in Owner's sole discretion.

3. Maintenance Costs; and Expenses. The owner of Parcel B shall cause the Easement to be maintained, repaired, replaced and improved in good condition and repair. The cost and expense of such maintenance, repair, replacement or improvement shall be shared among the Tract 18, Parcel A and Parcel B owners in accordance with a separate agreement, which agreement may also provide for budgeting and scheduling of payments, and such other terms not inconsistent with this Declaration. Notwithstanding the foregoing, at any time that either party installs or repairs its utilities within the Easement, that party shall be responsible for returning the improvements within the Easements to substantially the condition they were in prior to the installation or repair of such utilities.

4. Indemnification. Owner hereby declares that any successor party hereto (each, an "Indemnitor") shall indemnify, defend and hold harmless any such other party, its beneficiaries, employees, successors and assigns (each, an "Indemnitee") from and against any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonable attorney's fees and litigation costs incurred by the Indemnitee in connection therewith) and for any and all damage to property arising out of, or attributable to the use, construction, maintenance, restoration or repair of improvements within the Easements by the Indemnitor and its employees, agents, contractors and representatives. All indemnification provided for herein shall not include indemnification for negligence of the Indemnitee or for actions of the Indemnitee which would otherwise make the indemnification void pursuant to Wyoming State Statutes, Wyoming law or any other applicable law.

5. Construction; Severability. This Declaration shall be construed in accordance with the laws of the State of Wyoming. Venue is in Teton County, Wyoming. In case any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6. **No Merger**. This Declaration and the easements and rights declared and established herein are intended to remain separate from Owner's fee simple interest in the Tract 18, Parcel A and Parcel B, respectively, and shall not merge therewith.

7. **Binding Effect; Declaration.** Owner hereby declares that the Tract 18, Parcel A and Parcel B shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to this Declaration and the easements contained herein, which shall run with, benefit and burden in perpetuity Tract 18, Parcel A and Parcel B, respectively, and shall be binding upon and inure to the benefit of all parties having or acquiring legal title or an equitable interest in Tract 18, Parcel A or Parcel B, or any part or subdivision thereof.

DATED as of the date first written above.

OWNER:

Teton County Housing Authority

_____

Stacy A. Stoker, Executive Director

STATE OF_____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2016, by Stacy A. Stoker, Executive Director of the Teton County Housing Authority.

WITNESS my hand and official seal.

_____

Notary Public
My commission expires:

EXHIBIT A
LEGAL DESCRIPTION OF ADJUSTED PARCEL B

A PARCEL OF LAND located within the NW¼ SW¼ Section 33, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming, said parcels being more particularly described as follows:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 33;

thence S88°57′06″E, on the East-West Center-Section Line of said Section 33, 415.69 feet, to the **TRUE POINT OF BEGINNING,** witnessed by a 5/8" diameter steel reinforcing bar with 1½" aluminum cap inscribed "WC 2.0' PLS 6193" that lies westerly 2.18 feet;

thence continuing on said Center-Section Line, being also the northerly boundary of that parcel identified as Parcel B, in that warranty deed of record in Book 787 of Photo, Pages 739-740, in the Office of County Clerk for Teton County, Wyoming, S88°57′06″E 145.12 feet to the Northeast Corner thereof, monumented by a reinforcing bar with 2" diameter aluminum cap inscribed "PLS 5368", found this survey;

thence S00°15′37″W, on the easterly boundary of said Parcel B, 599.82 feet to the Southeast Corner thereof;

thence N88°56′10″W, on the southerly boundary of said Parcel B, 145.14 feet to the Southwest Corner thereof;

thence N00°15′42″E, on the westerly boundary thereof, 200.02 feet to the southerly boundary of Adjusted Parcel A, depicted on that Map of Survey titled Minor Boundary Adjustment between Properties of Teton County Housing Authority of record in said Office as Map T-58D;

thence S88°57′36″E, on said southerly boundary, 28.14 feet to the Southeast Corner thereof;

thence N01°01′44″E, on the easterly boundary of said Adjusted Parcel A, 199.94 feet to the Northeast Corner thereof;

thence N88°58′55″W, on the northerly boundary thereof, 30.82 feet;

thence N00°15′42″E 199.81 feet to the point of beginning.

The above-described Adjusted Parcel B contains an area of 81,147.8 square feet or 1.86 acres, more or less, and is in accordance with that Map of Survey titled Minor Boundary Adjustment between Properties of Teton County Housing Authority of record in said Office as Map T-58D.

Kenneth G Magrath, Wyoming Professional Land Surveyor No. 8469
JORGENSEN ASSOCIATES, P.C.

EXHIBIT B
LEGAL DESCRIPTION OF ADJUSTED PARCEL A

A PARCEL OF LAND located within the NW¼ SW¼ Section 33, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming, said parcels being more particularly described as follows:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 33;

thence S00°09′57″W, on the West Line of said Section 33 (the basis of bearing for this description), 200.03 feet, to a reinforcing bar with 2" diameter aluminum cap inscribed "PLS 3831", found this survey

thence departing said West Line of said Section 33 and proceeding S88°58′55″E, 153.29 feet on the northerly boundary of Adjusted Tract 18A, depicted on that Map of Survey titled Minor Boundary Adjustment between Properties of Teton County Housing Authority of record in the Office of the County Clerk for Teton County Wyoming as Map T-58D, to the **TRUE POINT OF BEGINNING**;

thence S88°58′55″E, 262.06 feet to the westerly boundary of that parcel identified as Parcel B, in that warranty deed of record in Book 787 of Photo, Pages 739-740, in said Office;

thence continuing S88°58′55″E 30.82 feet;

thence S01°01′44″W 199.94 feet;

thence N88°57′36″W 28.14 feet to a reinforcing bar with 2" diameter aluminum cap inscribed "PLS 3831", found this survey;

thence continuing N88°57′36″W 197.33 feet to a reinforcing bar with 1-½" diameter aluminum cap inscribed "PLS 578", found this survey,

thence continuing N88°57′36″W 67.41 feet to the Southeast Corner of said Adjusted Tract 18A;

thence N01°01′44″E, on the easterly boundary of said Adjusted Tract 18A, 199.83 feet to the point of beginning.

The above-described Adjusted Parcel A contains an area of 58,541.5 square feet or 1.34 acres, more or less, and is in accordance with that Map of Survey titled Minor Boundary Adjustment between Properties of Teton County Housing Authority of record in said Office as Map T-58D.

Kenneth G Magrath, Wyoming Professional Land Surveyor No. 8469
JORGENSEN ASSOCIATES, P.C.

EXHIBIT C
LEGAL DESCRIPTION OF ADJUSTED TRACT 18A

A PARCEL OF LAND located within the NW¼ SW¼ Section 33, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming, said parcels being more particularly described as follows:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 33;

thence S00°09′57″W, on the West Line of said Section 33 (the basis of bearing for this description), 200.03 feet, to a reinforcing bar with 2" diameter aluminum cap inscribed "PLS 3831", found this survey, being the **TRUE POINT OF BEGINNING**;

thence departing said West Line and proceeding S88°58′55″E, 153.29 feet on the north boundary of that parcel identified as Tract 18-A in that warranty deed of record in Book 787 of Photo, Pages 739-740, in the Office of County Clerk for Teton County, Wyoming;

thence departing said north boundary and proceeding S01°01′44″W, 199.83 feet to the southerly boundary of that parcel identified as Parcel A in said warranty deed;

thence N88°57′36″W, on said southerly boundary, 150.28 feet to said West Line of said Section 33, monumented with a reinforcing bar with 2" diameter aluminum cap inscribed "PLS 3831", found this survey;

thence N00°09′57″E, on said West Line, 199.80 feet to the point of beginning

The above-described Adjusted Tract 18A contains an area of 30,330.2 square feet or 0.70 acres, more or less, and is in accordance with that Map of Survey titled Minor Boundary Adjustment between Properties of Teton County Housing Authority of record in said Office as Map T-58D.

Kenneth G Magrath, Wyoming Professional Land Surveyor No. 8469
JORGENSEN ASSOCIATES, P.C.

EXHIBIT D
LEGAL DESCRIPTION OF EASEMENT

A PARCEL OF LAND located within the NW¼ SW¼ Section 33, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming, said parcel being more particularly described as follows:

BEGINNING AT THE NORTHEAST CORNER OF ADJUSTED PARCEL A, shown on Map T-58D of record in the Office of County Clerk for Teton County, Wyoming, in said Section 33;

Thence N88°58′55″W, 30.82 feet on the north boundary of said Adjusted Parcel A to the west boundary of Adjusted Parcel B as shown on said Map T-58D;

thence departing said north boundary and proceeding on said west boundary N00°15′42″E, 139.22 feet;

thence departing said west boundary and proceeding S88°58'16"E, 83.66 feet;

thence S00°15'37"W, 187.81 feet;

thence S89°44′23″E, 61.46 feet to the east boundary of said Adjusted Parcel B;

thence proceeding on said east boundary, S00°15′37″W, 50.75 feet;

thence departing said east boundary and proceeding N89°44′23″W, 61.46 feet;

thence S00°15′37″W, 300.68 feet to the south boundary of said Adjusted Parcel B;

thence proceeding on said south boundary, N88°56′10″W, 83.67 feet to the southwest corner of said Adjusted Parcel B;

thence departing said south boundary and proceeding on the west boundary of said Adjusted Parcel B, N00°15′42″E 200.02 feet to a reinforcing bar with 2" diameter aluminum cap inscribed "PLS 3831", found this survey on the south boundary of said Adjusted Parcel A;

thence S88°57'36"E 28.14 feet to the Southeast Corner of said Adjusted Parcel A;

thence N01°01′44″E, on the east boundary of said Adjusted Parcel A, (the basis of bearing for this description), 199.94 feet, to the **POINT OF BEGINNING**;

The above-described parcel contains an area of 42,336.2 square feet or 0.97 acres, more or less.

Kenneth G Magrath, Wyoming Professional Land Surveyor No. 8469
JORGENSEN ASSOCIATES, P.C.

DECLARATION OF EASEMENT

Access, Utilities and Drainage – Adjusted Parcel A

This **DECLARATION OF EASEMENT** (this "Declaration") is made as of this _____ day of _____, 2016, by the Teton County Housing Authority, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. §15-10-116, as amended ("Owner").

RECITALS:

WHEREAS, Owner owns certain real property in Teton County, Wyoming, sometimes referred to as Adjusted Parcel B (also known as Phase 3 of the Grove) and more particularly described on Exhibit A, attached hereto and by this reference specifically incorporated herein ("Parcel B");

WHEREAS, Owner owns certain real property in Teton County, Wyoming, sometimes referred to as Adjusted Parcel A (also known as Phase 2 of the Grove) and more particularly described on Exhibit B, attached hereto and by this reference specifically incorporated herein ("Parcel A");

WHEREAS, Owner owns certain real property in Teton County, Wyoming, sometimes referred to as Adjusted Tract 18A (also known as Phase 1 of the Grove) and more particularly described on Exhibit C, attached hereto and by this reference specifically incorporated herein ("Tract 18");

WHEREAS, Owner has made certain improvements to Tract 18 including the construction of a building, which includes housing and commercial uses, and the installation of parking, landscaping and related infrastructure; is currently improving Parcel A, including without limitation the construction of housing, and the installation of parking, landscaping and related infrastructure; and similar improvements are contemplated for Parcel B;

WHEREAS, in connection with the improvements made to Tract 18 and the anticipation of the improvements contemplated for Parcel B, Owner desires to declare and establish for the benefit of Parcel B and Tract 18, a non-exclusive, perpetual access, utility and drainage easement on, under, over and across portions of Parcel A which will benefit and burden the properties as further described herein.

DECLARATIONS:

NOW THEREFORE, Owner hereby declares that Parcel A shall be held, sold, transferred, conveyed and occupied subject to the waivers, covenants, conditions, restrictions, easements uses, benefits and privileges hereafter set forth, all of which shall be binding on all parties having or acquiring any right, title or interest in the properties, as follows:

1. Easement for Roadway, Utilities and Drainage. Owner hereby declares and establishes for the benefit of Parcel B and Tract 18, a non-exclusive, perpetual easement, for pedestrian and vehicular ingress and egress (over such driveways and walkways as they may be constructed and maintained from time to time for such purposes), vehicular parking (as such

parking may be configured, managed and maintained by Parcel A owners) and for utility and drainage purposes in, on, under, over and across, that portion of Parcel A, described as the "General Common Element" on the Plat for the Grove Condominiums Phase Two Addition to the Town of Jackson (*An Affordable Housing Subdivision*) (the "Plat"), filed on the same date as this Declaration and as further described in the Conditions, Covenants, and Restrictions for the Grove Condominiums (the "CCRs"), also recorded on the same date as this Declaration (the "Easement"). Such easement rights shall be subject to the provisions contained on the Plat and in the CCRs, and further shall be only to the extent of the GCE as it may from time to time be constructed and maintained for such use for the Parcel A owners.

2. Reservation of Owner. Owner reserves unto itself as the owner of Parcel A, and for its guests, invitees, legal representatives, heirs, successors and assigns, the right to manage and operate the Easements for its own purposes, including without limitation the right to relocate the points of ingress and egress, to park vehicles within the Easement as such parking and parking barriers are currently configured and as the same may be modified or relocated, to maintain the improvements on Parcel A and within the Easement as they exist and as they may be installed in the future, and for its own right of ingress and egress, drainage and utility use in, on, under, over and across the Easements. The Easement declared herein shall be subject to such current and future use and such uses shall be deemed consistent with the easement declaration herein. Owner further reserves unto itself as the owner of Parcel A, and for its guests, invitees, legal representatives, heirs, successors and assigns, all other uses that do not materially interfere with reasonable beneficial use of the Easement as described herein. Owner further unto itself, its heirs, successors and assigns, the right to grant additional easements in, on, under, over and across Parcel A for any purpose as Owner, or its heirs, successors and assigns, deems necessary in Owner's sole discretion.

3. Maintenance; Costs and Expenses. The owner of Parcel A shall cause the Easement to be maintained, repaired, replaced and improved in good condition and repair. The cost and expense of such maintenance (including snow plowing), repair, replacement or improvement shall be shared among the Tract 18, Parcel A and Parcel B owners in accordance with a separate agreement, which agreement may also provide for budgeting and scheduling of payments, and such other terms not inconsistent with this Declaration. Notwithstanding the foregoing, at any time that either party installs or repairs its utilities within the Easement, that party shall be responsible for returning the improvements within the Easements to substantially the condition they were in prior to the installation or repair of such utilities.

4. Indemnification. Owner hereby declares that any successor party hereto (each, an "Indemnitor") shall indemnify, defend and hold harmless any such other party, its beneficiaries, employees, successors and assigns (each, an "Indemnitee") from and against any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonable attorney's fees and litigation costs incurred by the Indemnitee in connection therewith) and for any and all damage to property arising out of, or attributable to the use, construction, maintenance, restoration or repair of improvements within the Easements by the Indemnitor and its employees, agents, contractors and representatives. All indemnification provided for herein shall not include indemnification for negligence of the Indemnitee or for actions of the Indemnitee which would otherwise make the

indemnification void pursuant to Wyoming State Statutes, Wyoming law or any other applicable law.

5. **Construction; Severability.** This Declaration shall be construed in accordance with the laws of the State of Wyoming. Venue is in Teton County, Wyoming. In case any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Declaration shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6. **No Merger**. This Declaration and the easements and rights declared and established herein are intended to remain separate from Owner's fee simple interest in the Tract 18, Parcel A and Parcel B, respectively, and shall not merge therewith.

7. **Binding Effect; Declaration.** Owner hereby declares that the Tract 18, Parcel A and Parcel B shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to this Declaration and the easements contained herein, which shall run with, benefit and burden in perpetuity Tract 18, Parcel A and Parcel B, respectively, and shall be binding upon and inure to the benefit of all parties having or acquiring legal title or an equitable interest in Tract 18, Parcel A or Parcel B, or any part or subdivision thereof.

DATED as of the date first written above.

OWNER:

Teton County Housing Authority

_____

Stacy A. Stoker, Executive Director

STATE OF_____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2016, by Stacy A. Stoker, Executive Director of the Teton County Housing Authority.

WITNESS my hand and official seal.

_____

Notary Public
My commission expires:

EXHIBIT A
LEGAL DESCRIPTION OF ADJUSTED PARCEL B

A PARCEL OF LAND located within the NW¼ SW¼ Section 33, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming, said parcels being more particularly described as follows:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 33;

thence S88°57′06″E, on the East-West Center-Section Line of said Section 33, 415.69 feet, to the **TRUE POINT OF BEGINNING,** witnessed by a 5/8" diameter steel reinforcing bar with 1½" aluminum cap inscribed "WC 2.0' PLS 6193" that lies westerly 2.18 feet;

thence continuing on said Center-Section Line, being also the northerly boundary of that parcel identified as Parcel B, in that warranty deed of record in Book 787 of Photo, Pages 739-740, in the Office of County Clerk for Teton County, Wyoming, S88°57′06″E 145.12 feet to the Northeast Corner thereof, monumented by a reinforcing bar with 2" diameter aluminum cap inscribed "PLS 5368", found this survey;

thence S00°15′37″W, on the easterly boundary of said Parcel B, 599.82 feet to the Southeast Corner thereof;

thence N88°56′10″W, on the southerly boundary of said Parcel B, 145.14 feet to the Southwest Corner thereof;

thence N00°15′42″E, on the westerly boundary thereof, 200.02 feet to the southerly boundary of Adjusted Parcel A, depicted on that Map of Survey titled Minor Boundary Adjustment between Properties of Teton County Housing Authority of record in said Office as Map T-58D;

thence S88°57′36″E, on said southerly boundary, 28.14 feet to the Southeast Corner thereof;

thence N01°01′44″E, on the easterly boundary of said Adjusted Parcel A, 199.94 feet to the Northeast Corner thereof;

thence N88°58′55″W, on the northerly boundary thereof, 30.82 feet;

thence N00°15′42″E 199.81 feet to the point of beginning.

The above-described Adjusted Parcel B contains an area of 81,147.8 square feet or 1.86 acres, more or less, and is in accordance with that Map of Survey titled Minor Boundary Adjustment between Properties of Teton County Housing Authority of record in said Office as Map T-58D.

Kenneth G Magrath, Wyoming Professional Land Surveyor No. 8469
JORGENSEN ASSOCIATES, P.C.

EXHIBIT B
LEGAL DESCRIPTION OF ADJUSTED PARCEL A

A PARCEL OF LAND located within the NW¼ SW¼ Section 33, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming, said parcels being more particularly described as follows:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 33;

thence S00°09′57″W, on the West Line of said Section 33 (the basis of bearing for this description), 200.03 feet, to a reinforcing bar with 2" diameter aluminum cap inscribed "PLS 3831", found this survey

thence departing said West Line of said Section 33 and proceeding S88°58′55″E, 153.29 feet on the northerly boundary of Adjusted Tract 18A, depicted on that Map of Survey titled Minor Boundary Adjustment between Properties of Teton County Housing Authority of record in the Office of the County Clerk for Teton County Wyoming as Map T-58D, to the **TRUE POINT OF BEGINNING**;

thence S88°58′55″E, 262.06 feet to the westerly boundary of that parcel identified as Parcel B, in that warranty deed of record in Book 787 of Photo, Pages 739-740, in said Office;

thence continuing S88°58′55″E 30.82 feet;

thence S01°01′44″W 199.94 feet;

thence N88°57′36″W 28.14 feet to a reinforcing bar with 2" diameter aluminum cap inscribed "PLS 3831", found this survey;

thence continuing N88°57′36″W 197.33 feet to a reinforcing bar with 1-½" diameter aluminum cap inscribed "PLS 578", found this survey,

thence continuing N88°57′36″W 67.41 feet to the Southeast Corner of said Adjusted Tract 18A;

thence N01°01′44″E, on the easterly boundary of said Adjusted Tract 18A, 199.83 feet to the point of beginning.

The above-described Adjusted Parcel A contains an area of 58,541.5 square feet or 1.34 acres, more or less, and is in accordance with that Map of Survey titled Minor Boundary Adjustment between Properties of Teton County Housing Authority of record in said Office as Map T-58D.

Kenneth G Magrath, Wyoming Professional Land Surveyor No. 8469
JORGENSEN ASSOCIATES, P.C.

EXHIBIT C
LEGAL DESCRIPTION OF ADJUSTED TRACT 18A

A PARCEL OF LAND located within the NW¼ SW¼ Section 33, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming, said parcels being more particularly described as follows:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 33;

thence S00°09′57″W, on the West Line of said Section 33 (the basis of bearing for this description), 200.03 feet, to a reinforcing bar with 2" diameter aluminum cap inscribed "PLS 3831", found this survey, being the **TRUE POINT OF BEGINNING**;

thence departing said West Line and proceeding S88°58′55″E, 153.29 feet on the north boundary of that parcel identified as Tract 18-A in that warranty deed of record in Book 787 of Photo, Pages 739-740, in the Office of County Clerk for Teton County, Wyoming;

thence departing said north boundary and proceeding S01°01′44″W, 199.83 feet to the southerly boundary of that parcel identified as Parcel A in said warranty deed;

thence N88°57′36″W, on said southerly boundary, 150.28 feet to said West Line of said Section 33, monumented with a reinforcing bar with 2" diameter aluminum cap inscribed "PLS 3831", found this survey;

thence N00°09′57″E, on said West Line, 199.80 feet to the point of beginning

The above-described Adjusted Tract 18A contains an area of 30,330.2 square feet or 0.70 acres, more or less, and is in accordance with that Map of Survey titled Minor Boundary Adjustment between Properties of Teton County Housing Authority of record in said Office as Map T-58D.

Kenneth G Magrath, Wyoming Professional Land Surveyor No. 8469
JORGENSEN ASSOCIATES, P.C.

EXHIBIT C
LEGAL DESCRIPTION OF ADJUSTED TRACT 18A

A PARCEL OF LAND located within the NW¼ SW¼ Section 33, Township 41 North, Range 116 West, 6th P.M., Teton County, Wyoming, said parcels being more particularly described as follows:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 33;

thence S00°09′57″W, on the West Line of said Section 33 (the basis of bearing for this description), 200.03 feet, to a reinforcing bar with 2" diameter aluminum cap inscribed "PLS 3831", found this survey, being the **TRUE POINT OF BEGINNING**;

thence departing said West Line and proceeding S88°58′55″E, 153.29 feet on the north boundary of that parcel identified as Tract 18-A in that warranty deed of record in Book 787 of Photo, Pages 739-740, in the Office of County Clerk for Teton County, Wyoming;

thence departing said north boundary and proceeding S01°01′44″W, 199.83 feet to the southerly boundary of that parcel identified as Parcel A in said warranty deed;

thence N88°57′36″W, on said southerly boundary, 150.28 feet to said West Line of said Section 33, monumented with a reinforcing bar with 2" diameter aluminum cap inscribed "PLS 3831", found this survey;

thence N00°09′57″E, on said West Line, 199.80 feet to the point of beginning

The above-described Adjusted Tract 18A contains an area of 30,330.2 square feet or 0.70 acres, more or less, and is in accordance with that Map of Survey titled Minor Boundary Adjustment between Properties of Teton County Housing Authority of record in said Office as Map T-58D.

Kenneth G Magrath, Wyoming Professional Land Surveyor No. 8469
JORGENSEN ASSOCIATES, P.C.

Special Restrictions
for Affordable Housing
Located at The Grove Phase 2

These Special Restrictions for Affordable Housing (the "Special Restrictions"), are made and entered into this ___ day of _____, 20__, by the undersigned Declarant ("Declarant").

RECITALS:

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

> Lot [insert lot # of land], The Grove Phase 2, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on [insert date of plat] as Plat No. [insert plat number].
> PIN: [insert property identification number] (the "Land");

WHEREAS, in furtherance of the Town of Jackson's goal of providing affordable housing to qualified Teton County residents who will occupy the housing as their primary residence, and as a condition of its Final Development Plan Approval for The Grove (Dev P13-063 and P13-064) (the "FDP Approval"), Declarant agreed to 24 Affordable Housing Units as follows:

> [insert description of category and location, for example: Two (2) Category 1 Units commonly described as 1260 Lewis Way, Lot 3 (3-Bedroom) and 1250 Lewis Way, Lot 8 (2-Bedroom);
>
> Two (2) Category 2 Units commonly described as 1821 Josephine Loop, Lot 17 (2-Bedroom) and 1825 Josephine Loop, Lot 19 (3-Bedroom); and
>
> Two (2) Category 3 Units commonly described as 1864 Josephine Loop, Lot 38 (2-Bedroom) and 1257 Allen Way, Lot 47 (3-Bedroom).

The Categories are defined in the Guidelines for TCHA, such guidelines defined in Section 1 below;

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of the FDP Approval, Declarant agreed to restrict the initial and all subsequent sales and transfers of each Residential Unit, defined below, to a "Qualified Household", which meets employment, income and asset qualifications set forth herein and in the Guidelines;

DRAFT

WHEREAS, a Qualified Household means natural persons meeting the income, asset and all other qualifications at the time of the closing of the purchase of a Residential Unit, and who agree by acceptance of a deed and pursuant to these Special Restrictions to occupy the Residential Unit as their primary place of residence, not to purchase a Residential Unit for speculation or engage in any unpermitted business activity in or at a Residential Unit, or to rent a Residential Unit, and to otherwise comply with the terms and conditions of these Special Restrictions;

WHEREAS, Declarant desires that TCHA shall have an option to purchase a Residential Unit in certain circumstances as described herein;

WHEREAS, Declarant desires that TCHA shall facilitate the transfer, sale or resale of each Residential Unit to a Qualified Household; and

WHEREAS, Declarant desires that the Land and each individual lot or unit located on the Land (such lot (s) or unit(s) referred to herein as a "Residential Unit" or collectively as "Residential Units," and the Land and the Residential Units collectively referred to herein as the "Property") shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which shall be in addition to all other covenants, conditions or restrictions of record affecting the Property, and shall be enforceable by the TETON COUNTY HOUSING AUTHORITY, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. §15-10-116, as amended, and its successors or assigns (collectively, "TCHA"), and by the Town of Jackson.

RESTRICTIONS:

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

SECTION 1. TCHA GUIDELINES. References made herein to the "Guidelines" are references to the written policies, procedures and guidelines of TCHA, as the same may be amended from time to time and which policies, procedures and guidelines are on file with TCHA or otherwise with Town of Jackson, or if there are no such written policies, procedures or guidelines (or a policy, procedure or guideline with respect to a specific matter) then the current applied policy or policies of TCHA or its successor (the "Guidelines"). Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Guidelines.

DRAFT

SECTION 2. PURCHASE BY QUALIFIED HOUSEHOLD ONLY.

A. Qualified Household. The purchase of each Residential Unit shall be limited to natural persons who meet the definition of a "Qualified Household" at the time of purchase, as defined in the Guidelines, and who further meet the "General Eligibility Criteria for Purchase" as outlined in the Guidelines. Such criteria include, without limitation, a restriction on the use of a Residential Unit, employment eligibility, an income eligibility requirement, and a household asset limitation. Notwithstanding the foregoing, TCHA may also purchase or own a Residential Unit as further set forth herein.

B. Determination of Qualified Household. TCHA shall determine whether a prospective purchaser is a Qualified Household and therefore eligible to purchase a Residential Unit. In addition to any requirements set forth in the Guidelines, such determination shall be based upon written applications, representations, information and verification as are deemed by TCHA to be necessary to establish and substantiate eligibility.

C. No Legal Action. No owner of a Residential Unit, prospective purchaser of a Residential Unit, or other party shall have the right to sue or bring other legal process against TCHA, or any person affiliated with TCHA arising out of these Special Restrictions, and TCHA shall have no liability to any person aggrieved by the decision of TCHA regarding qualification of a prospective purchaser or any other matter relating to these Special Restrictions.

SECTION 3. RESTRICTIONS ON OCCUPANCY, IMPROVEMENT AND USE OF RESIDENTIAL UNITS. In addition to any restrictions included in the Guidelines, occupancy and use of a Residential Unit shall be restricted as follows:

A. Occupancy. Each Residential Unit shall be occupied as the Qualified Household's sole and exclusive primary residence, and each owner of a Residential Unit shall physically reside therein on a fulltime basis, at least ten months out of each calendar year. Except for permitted guests, no persons other than the members of the Qualified Household may occupy the Property;

B. Business Activity. No business activities shall occur at a Residential Unit, other than a home occupation use that is: (i) permitted by applicable zoning; (ii) permitted by the declaration(s) of covenants, conditions and restrictions for the Property as the same may be amended, restated, or supplemented from time to time (the "Declaration"); (iii) permitted by the Guidelines; and (iv) not prohibited by any law, statute, code, rule, ordinance, covenant, or regulation ("Laws") affecting the Property;

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C. Guests. No guests shall be permitted to reside in a Residential Unit for periods in excess of 30 days cumulative days per calendar year;

D. Renting. No Residential Unit, or any part thereof, including without limitation, the garage, any portion of any structure, or any room within any structure, may be rented or otherwise occupied by persons other than the members of the Qualified Household;

E. Occupancy By Person Other Than Owner. No person shall occupy a Residential Unit for more than 30 days without concurrent occupancy of the owner;

F. Maintenance. Each owner shall take good care of the Residential Unit and shall make all repairs and maintain the Residential Unit in a safe, sound, habitable, and good condition and state of repair. In case of damage to a Residential Unit, the owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical.

G. Capital Improvements. The Owner may only undertake capital improvements to the Residential Unit in accordance with the policies set forth in the Guidelines, which policies may include but are not limited to, a limitation on the valuation of such improvements at resale, requirements regarding the advance written approval of such improvements, and documentation of proposed and completed improvements. Prior to undertaking any capital improvement to a Residential Unit, an owner shall contact TCHA and may only undertake such improvements, if permitted, in accordance with TCHA policies and approvals;

H. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with all laws, statutes, codes, rules, or regulations, including without limitation, the Declaration, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowners association, as the same may be adopted from time to time;

I. Insurance. Each owner shall, keep the Residential Unit continuously insured against "all risks" of physical loss, using Insurance Services Office (ISO) Form HO 00 03, or its equivalent, for the full replacement value of the Residential Unit. and

J. Periodic Reporting, Inspection. In order to confirm compliance with these Special Restrictions, the Guidelines or other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, development or transfer of a Residential Unit, each owner shall comply with any reporting or inspection requirements as may be requested by TCHA from time to time.

Notwithstanding the foregoing, TCHA may approve uses inconsistent with this Section in accordance with the Guidelines.

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SECTION 4. RESALE AND TRANSFER LIMITATIONS. Each Residential Unit may only be sold or otherwise transferred to a Qualified Household, or TCHA, except:

A. Divorce. In the event of the divorce of an owner, TCHA may consent to the transfer of a Residential Unit to a spouse of an owner, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

B. Death. In the event of the death of an owner, TCHA may consent to the transfer of a Residential Unit to an heir or devisee of such deceased owner, which heir or devisee may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

C. Nonqualified Transferee. If title to a Residential Unit vests in a Nonqualified Transferee, as defined in the Guidelines, the Residential Unit shall immediately be listed for sale in accordance with these Special Restrictions and the Guidelines, or in the alternative, TCHA may exercise its option herein to purchase the Residential Unit. The following shall apply when TCHA determines there is a Nonqualified Transferee:

1. A Nonqualified Transferee shall cooperate with TCHA to effect the sale, conveyance or transfer of the Residential Unit to a Qualified Household (or TCHA in the event of its exercise of its option to purchase) and shall execute any and all documents necessary to such sale, conveyance or transfer;

2. A Nonqualified Transferee shall comply with these Special Restrictions, the Guidelines, the Declaration, zoning and all Laws governing the ownership, occupancy, use, development or transfer of the Residential Unit, and further may only occupy the Residential Unit with the prior written consent of TCHA.

SECTION 5. SALE OF A RESIDENTIAL UNIT. An owner desiring to sell a Residential Unit shall give written notice to TCHA of such desire (the "Notice to Sell"), and after receipt of such notice, TCHA shall determine the "Maximum Resale Price," as provided herein and in accordance with the Guidelines. Upon TCHA's determination of the Maximum Resale Price, the sale of the Residential Unit shall be facilitated by TCHA and shall be completed in accordance with the procedure set forth in the Guidelines, which procedure may include, without limitation: a fee (not to exceed 2% of the Maximum Resale Price paid to TCHA for such facilitation; requirements regarding listing the Residential Unit with TCHA and/or a licensed real estate agent, as TCHA may direct; standard terms for the sales contract; and procedure for the selection of the purchaser (which selection procedure may include a lottery process). Each purchaser of a Residential Unit shall execute a Buyer's

Acknowledgment of Special Restrictions and Option, on a form to be provided by TCHA. Notwithstanding the foregoing, upon receipt of notice from an owner of such owner's desire to sell a Residential Unit, TCHA may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

SECTION 6. MAXIMUM RESALE PRICE. To further the Town of Jackson's goal of providing affordable housing, a Residential Unit may not be sold for a purchase price in excess of the "Maximum Resale Price". The Maximum Resale Price is the current owner's purchase price plus an increase in price of 2.5% per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by TCHA, less any required maintenance and/or repair adjustment, all as more fully described in the Guidelines. Notwithstanding the determination of the Maximum Resale Price, the actual sales proceeds delivered to a selling owner may be reduced to account for restoration or repair of a Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in TCHA's sole and absolute discretion. Finally, to ensure that the sales price of any Residential Unit is limited to the Maximum Resale Price, no purchaser of a Residential Unit shall assume any obligation of a selling owner, nor shall such purchaser pay or provide to a selling owner any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Resale Price, as made by TCHA, shall be final and binding on all parties.

NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTY BY TCHA THAT UPON THE RESALE OF A RESIDENTIAL UNIT, THE OWNER SHALL OBTAIN THE ENTIRE MAXIMUM RESALE PRICE.

SECTION 7. DEFAULT. The following shall be considered a default ("Default"):

A. A violation of any term of these Special Restrictions, the Guidelines, the Declaration, or any Laws affecting a Residential Unit.

B. Failure to pay or default of any other obligations due or to be performed with respect to a Residential Unit which failure to pay or default could result in a lien against a Residential Unit, including without limitation, homeowner dues, property taxes, payment required by a promissory note or mortgage purporting to affect a Residential Unit. An owner shall notify TCHA in writing of any notification received from any lender or third party of past due payments or default in payment or other obligations due or to be performed within five calendar days of the owner's notification.

C. If the Residential Unit is taken by execution or by other process of law, or if the owner is judicially declared bankrupt or insolvent according to law, or if any assignment is made of the property of the owner for the benefit of creditors, or if a receiver, trustee in involuntary bankruptcy or other similar officer is appointed to take charge of any substantial part of the Residential Unit or the owner's property by a court of competent jurisdiction, or if a petition is filed for the reorganization of the owner under any provisions of the Bankruptcy Act now or hereafter enacted, or if the owner files a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts; or

D. Fraud or misrepresentation by a purchaser in its application to TCHA whereby TCHA determines, in its sole and absolute discretion, that the purchaser of a Residential Unit was not a Qualified Household.

SECTION 8. DEFAULT REMEDIES. In addition to any other remedies TCHA may have at law or equity, in the event of a Default, TCHA's remedies shall include the following:

A. Purchase Option.

1. TCHA shall have the option to purchase the Residential Unit for a purchase price equal to the Maximum Resale Price, or the appraised value whichever is less, subject to TCHA's ability to limit appreciation as provided in this Section ("Option") and further subject to TCHA's ability to reduce proceeds as provided above.

2. If TCHA desires to exercise its Option, TCHA shall provide written notice to the owner of such election. Such notice shall include the purchase price and the timing for the closing of the purchase. TCHA shall use reasonable efforts to close the purchase within ninety (90) days of such notice.

3. Upon TCHA's purchase of the Residential Unit, unless otherwise required by law or statute, all proceeds will be applied in the following order:

   FIRST, to the payment of any unpaid taxes;
   SECOND, to the payment of any Qualified Mortgage;
   THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);
   FOURTH, to the payment of the closing costs and fees;
   FIFTH, to the 2% facilitation fee to TCHA;
   SIXTH, to the payment of any penalties assessed against the owner by TCHA;

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SEVENTH, to the repayment to TCHA of any monies advanced by TCHA in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made by TCHA on owner's behalf;
EIGHTH, to any repairs needed for the Residential Unit; and
NINTH, any remaining proceeds shall be paid to the owner.

If there are insufficient proceeds to satisfy the foregoing, the owner shall remain personally liable for such deficiency.

B. Forced Sale. TCHA may require the owner to sell the Residential Unit in accordance with the resale procedures set forth in these Special Restrictions and the Guidelines. In the event of such a sale, all proceeds will be applied in the following order:

FIRST, to the payment of any unpaid taxes;
SECOND, to the payment of any Qualified Mortgage;
THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);
FOURTH, to the payment of the closing costs and fees;
FIFTH, to the 2% facilitation fee to TCHA;
SIXTH, to the payment of any penalties assessed against the owner by TCHA;
SEVENTH, to the repayment to TCHA of any monies advanced by TCHA in connection with a mortgage or other debt with respect to a Residential Unit, or any other payment made by TCHA on owner's behalf;
EIGHTH, to any repairs needed for the Residential Unit; and
NINTH, any remaining proceeds shall be paid to the owner.

If there are insufficient proceeds to satisfy the foregoing, the owner shall remain personally liable for such deficiency.

C. Appointment of TCHA as Owner's Attorney-in-Fact. In the event of TCHA's exercise of its Option or election to require the Residential Unit's sale, the owner hereby irrevocably appoints the then serving Executive Director of TCHA as such owner's attorney-in-fact to effect any such purchase or sale on the owner's behalf and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.

D. Limitation on Appreciation at Resale. TCHA may fix the Maximum Resale Price of a defaulting owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of an owner's Default (or as of such date after the Default as TCHA may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.

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E. Equitable Relief. TCHA shall have the right of specific performance of these Special Restrictions and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance. Any equitable relief provided for herein may be sought singly or in combination with such other remedies as TCHA may be entitled to, either pursuant to these Special Restrictions or under the laws of the State of Wyoming.

SECTION 9. QUALIFIED MORTGAGE.

A. Only a mortgage which is a "Qualified Mortgage" shall be permitted to encumber a Residential Unit. A "Qualified Mortgage" is a mortgage that:

1. the principal amount of such mortgage at purchase does not exceed 96.5% of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed 95% of the then current Maximum Resale Price as the same is determined by TCHA at the time or times any such mortgage purports to encumber the Residential Unit; and

2. runs in favor of a "Qualified Mortgagee", defined as:

a. An "institutional lender" such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision; or

b. A "community loan fund", or similar non-profit lender to housing projects for income-eligible persons (e.g., is not given to or acquired by any individual person); or

c. A non-affiliated, legitimate, "finance company". In no event may such finance company be an individual or any company that is affiliated with or has any affiliation with the owner or any family member of the owner.

B. Any mortgage, lien or other encumbrance executed or recorded against a Residential Unit that is not a Qualified Mortgage shall:

1. be deemed unsecured; and

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2. only be a personal obligation of an owner and shall not affect or burden, and shall not be enforceable against, such Residential Unit.

Additionally, the execution or recordation of such mortgage, lien or other encumbrance shall be deemed a default hereunder and TCHA may exercise any and all of its remedies hereunder or otherwise, including without limitation its right to purchase and its right to force a sale.

C. In the event an owner fails to make timely payment owed or otherwise breaches any of the covenants or agreements made in connection with any mortgage, lien or other encumbrance purporting to affect the Residential Unit, including without limitation a Qualified Mortgage, fails to timely make any other payment required in connection with the Residential Unit, including without limitation homeowner association dues and fees, assessments, payments to contractors, materialmen, or other vendors for work undertaken for which a lien could be filed against the Residential Unit, or declares bankruptcy, TCHA shall have (in addition to the any other remedies) the right to:

1. Cure such default and assume the payments and other obligations of the owner. In such event, the owner shall be in default of these Special Restrictions, and TCHA may exercise any and all of its remedies hereunder or otherwise, including without limitation its option to purchase and its right to force a sale. In addition to such remedies, the owner shall also be liable to TCHA for any amounts TCHA advances.

2. Acquire the loan from the lender by paying the balance due together with reasonable accrued interest and costs, and TCHA shall thereafter have the right to foreclose upon the Residential Unit in accordance with the mortgage and other loan documents, or take such other action as TCHA shall determine.

3. Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to these Special Restrictions.

ANY LENDER BY ENTERING INTO A LOAN TRANSACTION WITH AN OWNER OF A RESIDENTIAL UNIT HEREBY CONSENTS TO THE FOREGOING.

SECTION 10. TERMINATION AND MODIFICATION OF SPECIAL RESTRICTIONS.

A. Termination by the Town of Jackson**.** These Special Restrictions may be terminated after a determination by the Town of Jackson that these Special Restrictions are no longer consistent with the goal of providing affordable housing and that they should therefore be terminated.

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B. Termination Resulting from Foreclosure by a Qualified Mortgagee. These Special Restrictions as applied to a Residential Unit may be terminated by a Qualified Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgagee, as follows:

1. The Qualified Mortgagee provided to TCHA copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon an owner.

2. TCHA has not exercised its rights as provided in Section 9. Qualified Mortgage.

3. Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by TCHA in its sole and absolute discretion) conveying title to a purchaser, who is not (i) the owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to the owner or any member of the Qualified Household, or (iv) TCHA.

4. In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to TCHA all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to the owner of the foreclosed Residential Unit.

5. Notwithstanding the notice requirements to TCHA in this Section, if a Qualified Mortgagee has failed to provide TCHA copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on an owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide TCHA with notice of its intent to foreclose ("Mortgagee Notice to TCHA"). The Mortgagee Notice to TCHA shall include all information relevant to the owner's default and the actions necessary to cure such default. TCHA shall have forty-five (45) days from the date of the Mortgagee Notice to TCHA to exercise its rights under Section 9, Qualified Mortgage. If TCHA fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

Nothing herein shall limit or restrict an owner's right of statutory redemption, in which event, if an owner redeems, these Special Restrictions shall remain in full force and effect.

C. Amendment. These Special Restrictions may be amended, in whole or in part, as follows:

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1. With the written consent of both the owner of a Residential Unit and TCHA.

2. TCHA may modify these Special Restrictions to provide clarification (i) to any provisions hereto which may be unclear or subject to differing interpretations, (ii) to correct any errors identified herein or (iii) where TCHA deems such modification necessary to effectuate the purposes and intent of the Special Restrictions, and where such modification does not, in TCHA's reasonable discretion, materially impair the owner or the lender's rights..

SECTION 11. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Property and each Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Property, a Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by TCHA .

SECTION 12. NOTICES. Any notice, consent or approval which is required to be given hereunder to an owner shall be in writing and shall be deemed given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to the owner's mailing address on such owner's Buyer's Acknowledgement or such address as is on record with the Teton County Assessor. Any notice which is required to be given hereunder to TCHA shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to TCHA, P.O. Box 714, Jackson, WY 83001. Alternatively, notice may be hand delivered, but any such hand delivery shall require a signed receipt from the owner or TCHA Executive Director, respectively, evidencing the same. Failure of either party to pick up and/or sign for a certified mailing does not constitute failure to provide notice provided it was properly addressed and evidence of that mailing is retained. In the event of mailing, notice shall be deemed given when deposited in the U.S. Mail.

SECTION 13. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 14. CHOICE OF LAW, FORUM, WAIVER OF JURY TRIAL. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. The owner waives any right the owner may have to a trial by jury with respect to any court proceeding arising herein.

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SECTION 15. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 16. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

SECTION 17. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 18. INDEMNIFICATION. Each owner shall indemnify, defend, and hold TCHA and its directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Property or a Residential Unit, or for an owner's breach of any provision of these Special Restrictions. Each owner waives any and all such claims against TCHA; provided, however, that TCHA shall remain liable for damage or injury due to the grossly negligent acts or omissions, or willful or wanton misconduct of TCHA or its agents and employees.

SECTION 19. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 20. SOVEREIGN IMMUNITY. Neither the the Town of Jackson nor TCHA waives sovereign immunity by executing these Special Restrictions and each specifically retain immunity and all defenses available to either of them as sovereigns pursuant to Wyo. Stat. ' 1-39-104(a) and any other applicable law.

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IN WITNESS WHEREOF, the Declarant has executed this instrument on the _____ day of _____, 20__ (the "Effective Date").

DECLARANT:
Teton County Housing Authority:

_____
Richard D. Stout, Board President

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

On the _____ day of _____, 20 ____, the foregoing Special Restrictions for Affordable Housing was acknowledged before me by _____, as _____, of _____.

Witness my hand and official seal.

(Seal)

_____
Notary Public

TOWN OF JACKSON:

_____
Sara Flitner, Mayor

ATTEST

_____
Olivia Goodale Town Clerk

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TETON COUNTY HOUSING AUTHORITY
(Acknowledgement as to form)

_____
Stacy Stoker, Executive Director

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20 ____, the foregoing Special Restrictions for Affordable Housing was acknowledged before me by Stacy Stoker, as Executive Director of the Teton County Housing Authority.

Witness my hand and official seal.

(Seal)

_____
Notary Public

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Special Restrictions
for Employment-Based Housing
Located at The Grove Phase 2
Employment-Based

These Special Restrictions for Employment-Based Housing Located at _____ _____, Lot ___, is made this ____ day of _____, 20__ (the "Effective Date"), by the undersigned Declarant ("Declarant").

WHEREAS, the Declarant holds fee ownership interest in that certain real property, located in Teton County, Wyoming, and more specifically described as follows:

> Lot [insert lot # of land], [insert name of subdivision] Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk on [insert date of plat] as Plat No. [insert plat number].
>
> PIN: [insert property identification number] (the "Property" and sometimes referred to herein at the "Residential Unit"); and

WHEREAS, the Property is an Employment-Based Housing unit;

WHEREAS, in furtherance of the Town of Jackson's goal of making the purchase of a residential housing unit realistically attainable to qualified, full-time, working, middle-income Teton County residents who will occupy the housing as their primary residence; and

WHEREAS, as a condition of its Final Development Approval P13-063 & P13-064, dated _____, for the property commonly known as The Grove Phase 2 Condominium Addition to the Town of Jackson (the "FDP Approval"), the Declarant is constructing certain 2 and 3-bedroom condominiums that will be categorized as follows: _____

WHEREAS, Declarant desires to adopt these Special Restrictions and declare that the Property shall be held, sold, and conveyed in perpetuity subject to these Special Restrictions, which Special Restrictions shall be in addition to all other covenants, conditions or restrictions of record affecting the Property, and shall be enforceable by the TETON COUNTY HOUSING AUTHORITY, a duly constituted Housing Authority established by Teton County, Wyoming pursuant to W.S. §15-10-116, as amended, and its successors or assigns (collectively, "TCHA"), and by Teton County, Wyoming; and

WHEREAS, in furtherance of the goals, objectives, requirements and conditions of the FDP Approval, Declarant agreed to restrict the initial and all subsequent sales and transfers of

Property to a Qualified Household which household meets certain requirements, including without limitation employment, and real estate ownership qualifications as further set forth herein and in the Guidelines (defined below); and

WHEREAS, a "Qualified Household" means natural persons meeting the employment and real estate ownership qualifications at the time of the purchase of a Residential Unit and during the course of owning the Residential Unit, and who agree by acceptance of a deed and pursuant to these Special Restrictions to occupy the Residential Unit as their primary place of residence, not to purchase a Residential Unit for speculation or engage in any unpermitted business activity in or at a Residential Unit, or to rent the Residential Unit, and to otherwise comply with the terms and conditions of these Special Restrictions; and

WHEREAS, Declarant desires that TCHA shall facilitate the transfer, sale or resale of each Residential Unit to a Qualified Household.

RESTRICTIONS:

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

SECTION 1. TCHA GUIDELINES. References made herein to the "Guidelines" are references to the written policies, procedures and guidelines of TCHA, as the same may be amended, modified, or updated from time to time and which policies, procedures and guidelines are on file with TCHA or otherwise with the Town of Jackson, or if there are no such written policies, procedures or guidelines (or a written policy, procedure or guideline with respect to a specific matter) then the reference shall be to the current applied policy or policies of TCHA (the "Guidelines"). Procedural and administrative matters not otherwise addressed in these Special Restrictions shall be as set forth in the Guidelines.

SECTION 2. OWNERSHIP BY QUALIFIED HOUSEHOLD, OTHERS.

A. Qualified Household. Except as provided herein, the purchase of each Residential Unit shall be limited to natural persons who meet the definition of a Qualified Household for Employment-Based Housing, as set forth below and as may be further detailed in the Guidelines ("Qualified Household").

   1. Employment Requirement. At least one member of the Qualified Household must maintain an average of 30 hours per week employment on an annual basis, or a minimum of one thousand five hundred and sixty

hours per year, from a local business, and the entire Qualified Household must earn at least seventy-five percent (75%) of the Household's income from a local business, all as further set forth in the Guidelines. A "local business" shall mean a business physically located within Teton County, Wyoming, holding a business license with the Town of Jackson or one that can provide other verification of business status in Teton County, Wyoming).

2. Sole Residence Requirement. No member of the Qualified Household may own or have any interest (whether direct, indirect or beneficial) in whole or in part in any other residential real estate.
3. Determination by TCHA. TCHA shall determine whether a prospective purchaser is a Qualified Household. In addition to any requirements set forth in the Guidelines, such determination shall be based upon written applications, representations, information and verification as are deemed by TCHA to be necessary to establish and substantiate eligibility.
4. Continuing Obligation to Remain a Qualified Household. The owner and those residing in the Residential Unit shall satisfy the definition of a Qualified Household both at the time of purchase and for the duration of the ownership of the Residential Unit.

B. Purchase by TCHA. Upon receiving notice from an owner of such owner's desire to sell the Residential Unit, TCHA may purchase such Residential Unit at the Maximum Resale Price or the appraised value, whichever is lower .

C. Divorce. In the event of the divorce of an owner, TCHA may consent to the transfer of the Residential Unit to the spouse of such owner, which spouse may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

D. Death. In the event of the death of an owner, TCHA may consent to the transfer of the Residential Unit to an heir or devisee of such deceased owner, which heir or devisee may not otherwise qualify as a Qualified Household, only upon receipt of an order issued by a Court of competent jurisdiction ordering such transfer.

E. Nonqualified Transferee. If title to the Residential Unit vests in a transferee who has not been qualified as Qualified Household by TCHA (a "Nonqualified Transferee"), the following shall apply:

1. TCHA shall provide the Nonqualified Transferee a reasonable period within which to qualify as a Qualified Household, or if such Nonqualified Transferee does not so qualify, TCHA may either exercise its Option hereunder, or permit the Nonqualified Transferee to sell the Residential Unit in accordance with these Special Restrictions and the Guidelines.

2. If the Nonqualified Transferee does not qualify as a Qualified Household within such reasonable period, he or she shall cooperate with TCHA to effect the sale, conveyance or transfer of the Residential Unit to a Qualified Household (or TCHA in the event of its exercise of its Option) and shall execute any and all documents necessary to such sale, conveyance or transfer;

3. Notwithstanding the foregoing, a Nonqualified Transferee shall otherwise comply with these Special Restrictions, the Guidelines and all other laws, statutes, codes, ordinances, rules, regulations, or covenants, governing the ownership, use, occupancy, development, transfer or conveyance of the Residential Unit.

F. No Legal Action. No owner of the Residential Unit, prospective purchaser of the Residential Unit, or other party shall have the right to sue or bring other legal process against TCHA, or any person affiliated with TCHA arising out of these Special Restrictions, and neither shall TCHA have any liability to any person aggrieved by the decision of TCHA or the Executive Director regarding qualification of a prospective purchaser or any other matter relating to these Special Restrictions.

SECTION 3. RESTRICTIONS ON OCCUPANCY AND USE OF RESIDENTIAL UNITS. In addition to any restrictions included in the Guidelines, occupancy and use of the Residential Unit shall be restricted as follows:

A. Occupancy by Qualified Household. The Residential Unit shall be occupied as the Qualified Household's sole and exclusive primary residence, and each owner of the Residential Unit shall physically reside therein on a full-time basis, at least ten months out of each calendar year; Except for permitted guests, no person other than the Qualified Household may occupy the Property;

B. Business Activity. No business activities shall occur at the Residential Unit, other than a home occupation use that is: (i) permitted by applicable zoning; (ii) permitted by any declaration(s) of covenants, conditions and restrictions for the Property as the same may be amended, restated, or supplemented from time to time (the "Declaration"); (iii) permitted by the Guidelines, and (iv) not prohibited by any law, statute, code, rule, covenant or regulation ("Laws")affecting the Property;

C. Guests. No guests over the age of 18 shall be permitted to reside in the Residential Unit for periods in excess of 30 cumulative days per calendar year;

D. Renting. Neither the Residential Unit, nor any part thereof, including without limitation, the garage, any portion of any structure, or any room within any

structure, may be rented or otherwise occupied by persons other than the members of the Qualified Household;

E. Occupancy By Person Other Than Owner. No person shall occupy a Residential Unit for more than 30 days without concurrent occupancy of the owner;

F. Maintenance. The owner shall take good care of the Residential Unit and shall make all repairs and maintain the Residential Unit in a safe, sound, habitable, and good condition and state of repair. In case of damage to the Residential Unit, the owner shall repair the damage or replace or restore any destroyed parts of the Residential Unit, as speedily as practical;

G. Insurance. Each owner shall, keep the Residential Unit continuously insured against "all risks" of physical loss, using Insurance Services Office (ISO) Form HO 00 03, or its equivalent, for the full replacement value of the Residential Unit; and

H. Compliance with Laws, Declaration. The Residential Unit shall be occupied in full compliance with all Laws, including without limitation, the Declaration, and all supplements and amendments thereto, and any other rules and regulations of any applicable homeowners association, as the same may be adopted from time to time; and

I. Periodic Reporting; Inspection. In order to confirm compliance with these Special Restrictions, the Guidelines or other covenants, regulations, ordinances, or rules governing the ownership, occupancy, use, development or transfer of the Residential Unit, the Qualified Household shall comply with any reporting or inspection requirements as may be requested by TCHA from time to time.

Notwithstanding the foregoing, TCHA may approve uses inconsistent with this Section in accordance with the Guidelines.

SECTION 4. SALE OF THE RESIDENTIAL UNIT. An owner desiring to sell the Residential Unit shall give written notice to TCHA of such desire (the "Notice to Sell"), and upon receipt of such notice, TCHA shall determine the "Maximum Resale Price") as provided herein and in accordance with the Guidelines. Upon TCHA's determination of the Maximum Resale Price, the sale of the Residential Unit shall be facilitated by TCHA and shall be completed in accordance with the procedure set forth in the Guidelines, which procedure may include, without limitation: a fee (not to exceed 2% of the Maximum Resale Price, paid to TCHA for such facilitation; requirements regarding listing the Residential Unit with TCHA and/or a licensed real estate agent, as TCHA may direct; standard terms for the sales contract; and guidelines for the selection of the purchaser (which selection procedure may include a lottery process). Each purchaser of the Residential Unit shall execute a Buyer's Acknowledgment of Special Restrictions and Option, on a form to be provided by TCHA. Notwithstanding the foregoing, upon receipt of notice from an owner of such owner's

desire to sell the Residential Unit, TCHA may purchase such Residential Unit. So long as such owner is not otherwise in default as defined herein, the purchase price in such case shall be the Maximum Resale Price as calculated below and subject to adjustment as provided herein. If an owner is in default, other provisions of these Special Restrictions may apply in determining the purchase price.

SECTION 5. MAXIMUM RESALE PRICE. To further the Town of Jackson's goal of providing affordable housing, the Residential Unit may not be sold for a purchase price in excess of the "Maximum Resale Price". The Maximum Resale Price is the current owner's purchase price plus an increase in price of 2.5% per year of ownership compounded annually, plus the depreciated cost of pre-approved or government-required capital improvements, plus any other costs allowed by TCHA, less any required maintenance and/or repair adjustment, all as more fully described in the Guidelines. Notwithstanding the determination of the Maximum Resale Price, the actual sales proceeds delivered to a selling owner may be reduced to account for restoration or repair of the Residential Unit (including without limitation, replacement of carpets, painting, roof repair, siding maintenance/replacement, etc.) determined necessary in TCHA's sole and absolute discretion. Finally, to ensure that the sales price of any Residential Unit is limited to the Maximum Resale Price, no purchaser of the Residential Unit shall assume any obligation of a selling owner, nor shall such purchaser pay or provide to a selling owner any other form of consideration in connection with the sale of the Residential Unit. The calculation of the Maximum Resale Price, as made by TCHA, shall be final and binding on all parties.

NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION OR GUARANTY BY TCHA THAT UPON THE RESALE OF THE RESIDENTIAL UNIT, THE OWNER SHALL OBTAIN THE ENTIRE MAXIMUM RESALE PRICE.

SECTION 6. DEFAULT. The following shall be considered a default ("Default"):

A. Failure at any time for the owner(s) and anyone residing in the Residential Unit to qualify as a Qualified Household.

B. A violation of any term of these Special Restrictions, the Guidelines, the Declaration, or any Laws affecting the Residential Unit.

C. Failure to pay or default of any obligations due or to be performed with respect to the Residential Unit which failure to pay or default could result in a lien against the Residential Unit, including without limitation, homeowner dues, property taxes, payment required by a promissory note or mortgage purporting to affect the Residential Unit. An owner shall notify TCHA in writing of any notification received from any lender or third party of past due payments or default in payment or other obligations due or to be performed within five calendar days of the owner's notification.

D. If the Residential Unit is taken by execution or by other process of law, or if the owner is judicially declared bankrupt or insolvent according to law, or if any assignment is made of the property of the owner for the benefit of creditors, or if a receiver, trustee in involuntary bankruptcy or other similar officer is appointed to take charge of any substantial part of the Residential Unit or the owner's property by a court of competent jurisdiction, or if a petition is filed for the reorganization of the owner under any provisions of the Bankruptcy Act now or hereafter enacted, or if the owner files a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts.

E. Fraud or misrepresentation by a purchaser in its application to TCHA whereby TCHA determines, in its sole absolute discretion, that the purchaser of the Residential Unit was not a Qualified Household.

SECTION 7. DEFAULT REMEDIES. In addition to any other remedies TCHA may have at law or equity, in the event of a Default, TCHA's remedies shall include the following:

A. Purchase Option.

1. TCHA shall have the option to purchase the Residential Unit for a purchase price equal to the Maximum Resale Price, or the appraised value whichever is less, subject to TCHA's ability to limit appreciation as provided in this Section ("Option") and further subject to TCHA's ability to reduce proceeds as provided above.

2. If TCHA desires to exercise its Option, TCHA shall provide written notice to the owner of such election. Such notice shall include the purchase price and the timing for the closing of the purchase. TCHA shall use reasonable efforts to close the purchase within ninety (90) days of such notice.

3. Upon TCHA's purchase of the Residential Unit, unless otherwise required by law or statute, all proceeds will be applied in the following order:

FIRST, to the payment of any unpaid taxes;
SECOND, to the payment of any Qualified Mortgage;
THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);
FOURTH, to the payment of the closing costs and fees;
FIFTH, to the 2% facilitation fee to TCHA;
SIXTH, to the payment of any penalties assessed against the owner by TCHA;

SEVENTH, to the repayment to TCHA of any monies advanced by TCHA in connection with a mortgage or other debt with respect to the Residential Unit, or any other payment made by TCHA on owner's behalf;
EIGHTH, to any repairs needed for the Residential Unit; and
NINTH, any remaining proceeds shall be paid to the owner.

If there are insufficient proceeds to satisfy the foregoing, the owner shall remain personally liable for such deficiency.

B. Forced Sale. TCHA may require the owner to sell the Residential Unit in accordance with the resale procedures set forth in these Special Restrictions and the Guidelines. In the event of such a sale, all proceeds will be applied in the following order:

FIRST, to the payment of any unpaid taxes;
SECOND, to the payment of any Qualified Mortgage;
THIRD, to assessments, claims and liens on the Residential Unit (not including any mortgage or lien purportedly affecting the Residential Unit which is not a Qualified Mortgage);
FOURTH, to the payment of the closing costs and fees;
FIFTH, to the 2% facilitation fee to TCHA;
SIXTH, to the payment of any penalties assessed against the owner by TCHA;
SEVENTH, to the repayment to TCHA of any monies advanced by TCHA in connection with a mortgage or other debt with respect to the Residential Unit, or any other payment made by TCHA on owner's behalf;
EIGHTH, to any repairs needed for the Residential Unit; and
NINTH, any remaining proceeds shall be paid to the owner.

If there are insufficient proceeds to satisfy the foregoing, the owner shall remain personally liable for such deficiency.

C. Appointment of TCHA as Owner's Attorney-in-Fact. In the event of TCHA's exercise of its Option or election to require the Residential Unit's sale, the owner hereby irrevocably appoints the then serving Executive Director of TCHA as such owner's attorney-in-fact to effect any such purchase or sale on the owner's behalf and to execute any and all deeds of conveyance or other instruments necessary to fully effect such purchase or sale and conveyance.

D. Limitation on Appreciation at Resale. TCHA may fix the Maximum Resale Price of a defaulting owner's Residential Unit to the Maximum Resale Price for the Residential Unit as of the date of the owner's Default (or as of such date after the

Default as TCHA may determine), and in such event, the Maximum Resale Price shall cease thereafter to increase.

E. Equitable Relief. TCHA shall have the right of specific performance of these Special Restrictions and the right to obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain such performance. Any equitable relief provided for herein may be sought singly or in combination with such other remedies as TCHA may be entitled to, either pursuant to these Special Restrictions or under the laws of the State of Wyoming.

SECTION 8. QUALIFIED MORTGAGE.

A. Only a mortgage which is a "Qualified Mortgage" shall be permitted to encumber the Residential Unit. A "Qualified Mortgage" is a mortgage that:

1. the principal amount of such mortgage at purchase does not exceed 96.5% of the purchase price, and thereafter the principal amount of such mortgage, any refinanced mortgage and/or additional mortgages combined do not exceed 95% of the then current Maximum Resale Price as the same is determined by TCHA at the time or times any such mortgage purports to encumber the Residential Unit; and

2. runs in favor of a "Qualified Mortgagee", defined as:

   a. An "institutional lender" such as, but not limited to, a federal, state, or local housing finance agency, a bank (including savings and loan association or insured credit union), an insurance company, or any combination of the foregoing, the policies and procedures of which institutional lender are subject to direct governmental supervision; or

   b. A "community loan fund", or similar non-profit lender to housing projects for income-eligible persons (e.g., is not given to or acquired by any individual person); or

   c. A non-affiliated, legitimate, "finance company". In no event may such finance company be an individual or any company that is affiliated with or has any affiliation with the owner or any family member of the owner.

B. Any mortgage, lien or other encumbrance executed or recorded against the Residential Unit that is not a Qualified Mortgage shall:

1. be deemed unsecured; and

2. only be a personal obligation of an owner and shall not affect or burden, and shall not be enforceable against, such Residential Unit.

Additionally, the execution or recordation of such mortgage, lien or other encumbrance shall be deemed a default hereunder and TCHA may exercise any and all of its remedies hereunder or otherwise, including without limitation its right to purchase and its right to force a sale.

C. In the event an owner fails to make timely payment owed or otherwise breaches any of the covenants or agreements made in connection with any mortgage, lien or other encumbrance purporting to affect the Residential Unit, including without limitation a Qualified Mortgage, fails to timely make any other payment required in connection with the Residential Unit, including without limitation homeowner association dues and fees, assessments, payments to contractors, materialmen, or other vendors for work undertaken for which a lien could be filed against the Residential Unit, or declares bankruptcy, TCHA shall have, in addition to any other remedies, the right to:

1. Cure such default and assume the payments and other obligations of the owner. In such event, the owner shall be in default of these Special Restrictions, and TCHA may exercise any and all of its remedies hereunder or otherwise, including without limitation its option to purchase and its right to force a sale. In addition to such remedies, the owner shall also be liable to TCHA for any amounts TCHA advances.

2. Acquire the loan from the lender by paying the balance due together with reasonable accrued interest and costs, and TCHA shall thereafter have the right to foreclose upon the Residential Unit in accordance with the mortgage and other loan documents, or take such other action as TCHA shall determine.

3. Purchase the Residential Unit at any foreclosure sale, and in such event, notwithstanding anything to the contrary herein, the Residential Unit shall remain subject to these Special Restrictions.

ANY LENDER BY ENTERING INTO A LOAN TRANSACTION WITH AN OWNER OF THE RESIDENTIAL UNIT HEREBY CONSENTS TO THE FOREGOING.

SECTION 9. TERMINATION AND MODIFICATION OF SPECIAL RESTRICTIONS.

A. Termination by the Town of Jackson. These Special Restrictions may be terminated after a determination by the Town of Jackson that these Special Restrictions are no longer consistent with the Town's goals for employment-based housing and that they should therefore be terminated.

B. Termination Resulting from Foreclosure by a Qualified Mortgagee. These Special Restrictions as applied to the Residential Unit may be terminated by a Qualified Mortgagee in the event of a lawful foreclosure of the Residential Unit by such Qualified Mortgagee, as follows:

1. The Qualified Mortgagee provided to TCHA copies of all notices of intent to foreclose and all other notices related to the foreclosure contemporaneously with its service of such notices upon an owner.

2. TCHA has not exercised its rights as provided in Section 8 above.

3. Termination may occur only after expiration of all applicable redemption periods and subsequent recordation of a Sheriff's Deed (or other transfer document as approved by TCHA in its sole and absolute discretion) conveying title to a purchaser, who is not (i) the owner, (ii) a member of the Qualified Household, (iii) a person affiliated with or related to the owner or any member of the Qualified Household, or (iv) TCHA.

4. In the event of a foreclosure hereunder, the Qualified Mortgagee shall pay to TCHA all proceeds remaining, if any, after payment of the Qualified Mortgage loan amount, interest, penalties and fees, which proceeds would have been payable to the owner of the foreclosed Residential Unit.

5. Notwithstanding the notice requirements to TCHA in this Section, if a Qualified Mortgagee has failed to provide TCHA copies of all notices of intent to foreclose and all notices related to the foreclosure contemporaneously with its service on an owner, such Qualified Mortgagee, prior to foreclosing on the Residential Unit, shall provide TCHA with notice of its intent to foreclose ("Mortgagee Notice to TCHA"). The Mortgage Notice to TCHA shall include all information relevant to the owner's default and the actions necessary to cure such default. TCHA shall have forty-five (45) days from the date of the Mortgagee Notice to TCHA to exercise its rights under Section 8, Qualified Mortgage. If TCHA fails to exercise its rights within such 45-day period, the Qualified Mortgagee may foreclose on the Residential Unit as provided herein.

Nothing herein shall limit or restrict an owner's right of statutory redemption, in which event, if an owner redeems, these Special Restrictions shall remain in full force and effect.

B. Modification. These Special Restrictions may be modified, in whole or in part, as follows:

1. With the written consent of the owner of the Residential Unit and TCHA.

2. TCHA may unilaterally modify these Special Restrictions (i) to provide clarification to any provisions hereto which may be unclear or subject to differing interpretations, (ii) to correct any errors identified herein, or (iii) where TCHA deems such modification necessary to effectuate the purposes and intent of the Special Restrictions, and where such modification does not, in TCHA's reasonable discretion, materially impair the owner or the lender's rights.

SECTION 10. SPECIAL RESTRICTIONS AS COVENANT. These Special Restrictions shall constitute covenants running with the Property and the Residential Unit, as a burden thereon, and shall be binding on all parties having any right, title, or interest in the Property, the Residential Unit, or any part thereof, their heirs, devisees, successors and assigns, and shall inure to the benefit of and shall be enforceable by TCHA.

SECTION 11. NOTICES. Any notice, consent or approval which is required to be given hereunder to an owner shall be in writing and shall be deemed given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to the owner's mailing address on such owner's Buyer's Acknowledgement or such address as is on record with the Teton County Assessor. Any notice which is required to be given hereunder to TCHA shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid to TCHA, P.O. Box 714, Jackson, WY 83001. Alternatively, notice may be hand delivered, but any such hand delivery shall require a signed receipt from the owner or TCHA Executive Director, respectively, evidencing the same. Failure of either party to pick up and/or sign for a certified mailing does not constitute failure to provide notice provided it was properly addressed and evidence of that mailing is retained. In the event of mailing, notice shall be deemed given when deposited in the U.S. Mail.

SECTION 12. ATTORNEY'S FEES. In the event any party shall be required to retain counsel and file suit for the purpose of enforcing the terms and conditions of these Special Restrictions, the prevailing party shall be entitled to recover, in addition to any other relief recovered, a reasonable sum as determined by the court for attorney's fees and costs of litigation.

SECTION 13. CHOICE OF LAW, FORUM, WAIVER OF JURY TRIAL. These Special Restrictions and each and every related document, are to be governed by and construed in accordance with the laws of the State of Wyoming. The parties agree that the appropriate court in Teton County, Wyoming and/or the Ninth Judicial District for the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving these Special Restrictions or its subject matter. The owner waives any right the owner may have to a trial by jury with respect to any court proceeding arising herein.

SECTION 14. SEVERABILITY. Each provision of these Special Restrictions and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision, or any portion thereof, of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable, or if such modification is not possible, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provision(s) of such document.

SECTION 15. SECTION HEADINGS. Paragraph or section headings within these Special Restrictions are inserted solely for convenience or reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

SECTION 16. WAIVER. No claim of waiver, consent or acquiescence with respect to any provision of these Special Restrictions shall be valid against any party hereto except on the basis of a written instrument executed by the parties to these Special Restrictions. However, the party for whose benefit a condition is inserted herein shall have the unilateral right to waive such condition.

SECTION 17. INDEMNIFICATION. Each owner shall indemnify, defend, and hold TCHA and its directors, officers, agents and employees harmless against any and all loss, liability, claim, or cost (including reasonable attorneys' fees and expenses) for damage or injury to persons or property from any cause whatsoever on or about the Property or the Residential Unit, or for an owner's breach of any provision of these Special Restrictions. Each owner waives any and all such claims against TCHA; provided, however, that TCHA shall remain liable for damage or injury due to the grossly negligent acts or omissions, or willful or wanton misconduct of TCHA or its agents and employees.

SECTION 18. SUCCESSORS AND ASSIGNS. These Special Restrictions shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, devisees, administrators and assigns.

SECTION 19. SOVEREIGN IMMUNITY. Neither the Town of Jackson, nor TCHA waives sovereign immunity by executing these Special Restrictions and specifically retain

immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. ' 1-39-104(a) and any other applicable law.

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

Declarant:

TETON COUNTY HOUSING AUTHORITY

_____

Richard D. Stout, Board President

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20__, the foregoing instrument was acknowledged before me by Richard D. Stout, as Board President, of the Teton County Housing Authority.

Witness my hand and official seal.

(Seal)

_____

Notary Public

TOWN OF JACKSON

_____
Sara Flitner, Mayor

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____, 20__, the foregoing instrument was acknowledged before me by Sara Flitner as Mayor, of the Town of Jackson, Wyoming.

Witness my hand and official seal.

(Seal)

_____
Notary Public

Approved as to form:

TETON COUNTY HOUSING AUTHORITY:

_____
Stacy A. Stoker, Executive Director

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

On the _____ day of _____ , 20__, the foregoing instrument was acknowledged before me by Stacy A. Stoker, as Executive Director of the Teton County Housing Authority.

Witness my hand and official seal.

(Seal)

_____
Notary Public