



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

<p>Date: February 19, 2016</p> <p>Item #: P16-019</p> <hr/> <p>Planner: Paul Anthony</p> <p>Phone: 733-0440 ext. 1303</p> <p>Fax: 734-3563</p> <p>Email: panthony@ci.jackson.wy.us</p> <hr/> <p>Owner: Powderhorn Housing LLC PO Box 290 Teton Village, WY 83025 307-739-2676</p> <p>Applicant: Colling Planning Associates PO Box 7441 Jackson, WY 83002 307690-4436 collinspalnning@bresnan.net</p>	<p style="text-align: center;">REQUESTS:</p> <p>The applicant is submitting a request for a Planned Unit Development Plan Sketch Plan revision for the property located at 655 Powderhorn Lane, legally known as LOT 23, WEBSTER LAPLANT HOMESTEAD 5TH ADDITION FUTURE PHASES</p> <p>For questions, please call Paul Anthony at 733-0440, x1303 or email to the address shown below. Thank you.</p>
<p>Please respond by: March 7, 2016 (for Sufficiency) March 14, 2016 (with Comments)</p>	

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

LETTER OF AUTHORIZATION

Powderhorn Housing LLC, "Owner" whose address is: P.O. Box 290

Teton Village, WY 83025

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

Powderhorn Housing LLC, as the owner of property

more specifically legally described as: JHMR Powderhorn Employee Housing, 655 Powderhorn Lane, Lot 23 Webster Laplant subdivision 5th Addition

(If too lengthy, attach description)

HEREBY AUTHORIZES Collins Planning Associates as

agent to represent and act for Owner in making application for and receiving and accepting on Owners behalf, any permits or other action by the Town of Jackson, or the Town of Jackson Planning, Building, Engineering and/or Environmental Health Departments relating to the modification, development, planning or replatting, improvement, use or occupancy of land in the Town of Jackson. Owner agrees that Owner is or shall be deemed conclusively to be fully aware of and to have authorized and/or made any and all representations or promises contained in said application or any Owner information in support thereof, and shall be deemed to be aware of and to have authorized any subsequent revisions, corrections or modifications to such materials. Owner acknowledges and agrees that Owner shall be bound and shall abide by the written terms or conditions of issuance of any such named representative, whether actually delivered to Owner or not. Owner agrees that no modification, development, platting or replatting, improvement, occupancy or use of any structure or land involved in the application shall take place until approved by the appropriate official of the Town of Jackson, in accordance with applicable codes and regulations. Owner agrees to pay any fines and be liable for any other penalties arising out of the failure to comply with the terms of any permit or arising out of any violation of the applicable laws, codes or regulations applicable to the action sought to be permitted by the application authorized herein.

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

OWNER:

[Signature]
(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: President

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

STATE OF Wyoming)
)SS.
COUNTY OF Teton)

The foregoing instrument was acknowledged before me by Jerry Blann this 11th day of February, 2016.

WITNESS my hand and official seal.

(Seal)

Jennifer Givens
(Notary Public)

My commission expires:

June 18, 2019





PLANNING PERMIT APPLICATION
Planning & Building Department
Planning Division

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

For Office Use Only

Fees Paid _____
 Check # _____ Credit Card _____ Cash _____
 Application #s _____

PROJECT.

Name/Description: JHMR Powderhorn Employee Housing
 Physical Address: 655 Powderhorn Lane
 Lot, Subdivision: Lot 23, Webster Laplant 5th Addition PIDN: 22-41-16-32-4-38-007

OWNER.

Name: Powderhorn Housing LLC Phone: 739-2676
 Mailing Address: P.O Box 290 Teton Village, WY ZIP: 83025
 E-mail: Scott.Horn@jacksonhole.com

APPLICANT/AGENT.

Name: Collins Planning Associates Phone: 690-4436
 Mailing Address: P.O. Box 7441 Jackson, WY ZIP: 83002
 E-mail: collinsplanning@bresnan.net

DESIGNATED PRIMARY CONTACT.

Owner Applicant/Agent

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

Use Permit	Physical Development	Interpretations
<input type="checkbox"/> Basic Use	<input type="checkbox"/> Sketch Plan	<input type="checkbox"/> Formal Interpretation
<input type="checkbox"/> Conditional Use	<input type="checkbox"/> Development Plan	<input type="checkbox"/> Zoning Compliance Verification
<input type="checkbox"/> Special Use		
Relief from the LDRs	Development Option/Subdivision	Amendments to the LDRs
<input type="checkbox"/> Administrative Adjustment	<input type="checkbox"/> Development Option Plan	<input type="checkbox"/> LDR Text Amendment
<input type="checkbox"/> Variance	<input type="checkbox"/> Subdivision Plat	<input type="checkbox"/> Zoning Map Amendment
<input type="checkbox"/> Beneficial Use Determination	<input type="checkbox"/> Boundary Adjustment (replat)	<input checked="" type="checkbox"/> Planned Unit Development
<input type="checkbox"/> Appeal of an Admin. Decision	<input type="checkbox"/> Boundary Adjustment (no plat)	

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 #: N/A Environmental Analysis #: N/A
Original Permit #: 6.17.13 sktch plan Date of Neighborhood Meeting: N/A

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?

- 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.

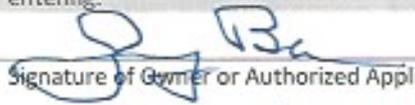
FORMAT.

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.


Signature of Owner or Authorized Applicant/Agent
Jerry Blann
Name Printed

2.16.16
Date
President
Title

LETTER OF AUTHORIZATION

_____, "Owner" whose address is: _____

(NAME OF ALL INDIVIDUALS OR ENTITY OWNING THE PROPERTY)

_____, as the owner of property
more specifically legally described as: _____

(If too lengthy, attach description)

HEREBY AUTHORIZES _____ as agent to represent and act for Owner in making application for and receiving and accepting on Owners behalf, any permits or other action by the Town of Jackson, or the Town of Jackson Planning, Building, Engineering and/or Environmental Health Departments relating to the modification, development, planning or replatting, improvement, use or occupancy of land in the Town of Jackson. Owner agrees that Owner is or shall be deemed conclusively to be fully aware of and to have authorized and/or made any and all representations or promises contained in said application or any Owner information in support thereof, and shall be deemed to be aware of and to have authorized any subsequent revisions, corrections or modifications to such materials. Owner acknowledges and agrees that Owner shall be bound and shall abide by the written terms or conditions of issuance of any such named representative, whether actually delivered to Owner or not. Owner agrees that no modification, development, platting or replatting, improvement, occupancy or use of any structure or land involved in the application shall take place until approved by the appropriate official of the Town of Jackson, in accordance with applicable codes and regulations. Owner agrees to pay any fines and be liable for any other penalties arising out of the failure to comply with the terms of any permit or arising out of any violation of the applicable laws, codes or regulations applicable to the action sought to be permitted by the application authorized herein.

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

OWNER:

(SIGNATURE) (SIGNATURE OF CO-OWNER)

Title: _____

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

STATE OF _____)
)SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 200__.

WITNESS my hand and official seal.

(Seal)

(Notary Public)

My commission expires:

JACKSON HOLE MOUNTAIN RESORT

WEBSTER LAPLANT LOT 23 – EMPLOYEE HOUSING

SKETCH PLAN AMENDMENT – PHASE TWO
SUBDIVISION PLAT

Prepared by:

Chris Hawks, Attorney
Collins Planning Associates
Nelson Engineering and Land Surveying

February 16, 2016

**JACKSON HOLE MOUNTAIN RESORT
WEBSTER LAPLANT LOT 23 – EMPLOYEE HOUSING**

**SKETCH PLAN AMENDMENT
SUBDIVISION PLAT**

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1.0 PROJECT DESCRIPTION AND SITE HISTORY

Location and Zoning of Property

The subject property is located at 655 Powderhorn Lane, behind KMART, across the street and to the west of the U.S. Post Office. It is Lot 23 in the Webster Laplant Homestead 5th Addition. The property is zoned Urban Residential (UR) and is 2.32 acres in size.

Status of Property

The Jackson Mayor and Town Council, on June 17, 2013, granted several approvals for Lot 23 that remain active. The decisions specifically:

1. Approved a CUP for Institutional Residential;
2. Amended a previously approved Sketch Plan to show three buildings in Phase 1 and two buildings in Phase 2;
3. Approved a two - phase PUD; and,
4. Granted Final Development Plan approval for Phase 1.

Since the 2013 approvals, three buildings have been constructed in Phase 1 and are now occupied by employees. Because the details for Phase 2 were not determined at the time of the 2013 approvals, the Phase 2 Sketch Plan contains a range for the number of housing units and the amount of floor area in the future buildings. The timing of construction for Phase 2 continues to be unscheduled, and the number of levels in the Phase 2 buildings (2, 3 or 4 stories) has not yet been planned.

Description of Application

This application contains two parts:

1. Revise the Phase 2 Sketch Plan to reflect three smaller buildings where two larger buildings were previously shown; and
2. Subdivide the property into one common lot and six townhouse lots for six buildings (3 existing buildings in Phase 1 and 3 buildings in the future Phase 2).

The Phase 2 revision replaces two larger building with three smaller buildings. While the number of levels in the Phase 2 buildings has not yet been determined, this change will not increase the unit count or the amount of floor area that eventually will be constructed. Phase 2 is approved for 22 – 24 units and 19,112 – 31,232 square feet of floor area, and this proposed amendment will not change these numbers. (The three buildings that front Powderhorn Lane in Phase 1 contain 24 units and approximately 34,338 square feet of floor area.)

The 2013 Sketch Plan approval reflected two buildings in Phase 2 with three units per level. This amendment proposes three buildings but with two units per level.

Current Sketch Plan:	2 buildings with 3 units per level
Proposed Sketch Plan:	3 buildings with 2 units per level.

2.0 SITE PLANNING AND SUBDIVISION

The buildings in both Phases 1 and 2 shape and create an interior courtyard that is the organizing feature of the site plan. This large contiguous open space will be highly functional and will accommodate a variety of activities. Many of the units will have living rooms with outdoor spaces that open onto the courtyard, promoting interaction among the residents and enhancing the livability of the workforce housing. The proposed changes to the footprints of the Phase 2 buildings better fit the site and accommodate the common open space.

In addition to improving the site plan layout, the owner wishes to subdivide the property to unencumber the Phase 2 land and remove it from the financing term that are in place for Phase 1. The owner also wishes to place each building on its own townhouse lot to create flexibility in the event it becomes necessary or desirable to sell a building.

All elements of the currently approved PUD that are not specifically changed by this two-part application will remain in effect. This includes the development program in the table below, rules for using the employee units for LDR requirements, contingency plans for managing and potentially increasing the amount of parking, pedestrian circulation and bicycle parking, and all conditions of the 2013 approvals. The Powderhorn project remains the same employee housing development, with the same terms and conditions, that was approved in 2013.

3.0 LAND DEVELOPMENT PROGRAM

The PUD and Sketch Plan that were approved in 2013 contains the following information on the allowed and proposed floor area, landscape surface and lot coverage. The currently proposed amendment to the Phase 2 Sketch Plan and the subdivision plat do not require any change to these numbers.

LOT 23 WEBSTER LAPLANT			
LDR STANDARD	ALLOWED/REQUIRED	PROPOSED	NOTES
Floor Area	65,690 sq. ft.	34,338 Phase 1	Phases 1 & 2 = 53,450 – 65,570 See note below.
Landscape Surface	30,320 sq. ft.	38,023	
Lot Coverage	50,530 sq. ft.	14,915 Phase 1	Phases 1 & 2 = 24,035 - 25,424 See note below.

Phase 2 of Lot 23

The buildings located next to the rear lot line and adjacent to KMART constitute Phase 2. Neither the detail plans nor the timing of construction for these buildings has been determined and no FDP is requested at this time. A future FDP application will be submitted prior to the construction of Phase 2. The conceptual plans for these buildings include multiple options that

will be considered in the future which is why a range is included in the table above for total floor area and lot coverage. These options include 6 to 8 units per building, three story or four story in height.

Full Build Out of Webster Laplant

The 2013 PUD and Sketch Plan also included the following information about the overall Webster Laplant development, and this information also remains unchanged by the current amendment.

Because Lot 23 is the final phase of the Webster Laplant PUD, it is important to verify that the fully developed PUD will be in compliance with the LDR. The table below contains the floor area, landscape surface area and lot coverage for the currently developed phases of the PUD. When the proposed development for Lot 23 (including the maximum alternative for Phase 2) is added to the existing phases, the total PUD will be in compliance with the LDR.

WEBSTER LAPLANT PUD TOTAL			
LDR STANDARD	ALLOWED/REQUIRED	PROPOSED	NOTES
Floor Area	192,121 sq. ft.	83,465 sq. ft. existing 149,035 sq. ft. total	Existing = prior phases; Total = existing + full build out of Lot 23
Landscape Surface	88,671 sq. ft.	68,327 sq. ft. existing 93,751 sq. ft. total	Existing = prior phases; Total = existing + full build out of Lot 23
Lot Coverage	147,777 sq. ft.	41,048 sq. ft. existing 66,472 sq. ft. total	Existing = prior phases; Total = existing + full build out of Lot 23

4.0 FINDINGS OF FACT FOR APPROVAL

The proposed revision to Phase 2 and subdivision do not change any responses to the Findings of Fact that were detailed in the 2013 submission. Please consult that submittal document for responses to the Findings of Fact.

Additional Findings for Subdivisions

The proposed subdivision complies with all applicable standards in Division 7.2 and Section 8.5.3. More specifically:

1. the townhouse subdivision does not trigger any subdivision improvements that were not previously addressed in the 2013 PUD approval;
2. the townhouse lots are not larger than 125% of the area of the townhouse buildings;
3. upon approval of the sketch plan amendment that allows three buildings in Phase 2, the plat will conform to the approved PUD; and,
4. the plat conforms with all other applicable town ordinances and regulations.

Appendix A

Applications
Letter of Authorization
Title Report, Deed

Appendix B

Certificate of Standards;
Employee Housing Principles;
Parking Agreement

Appendix C

2013 Sketch Plan
Revised Phase 2 Sketch Plan
Subdivision Plat

Appendix D

Draft CCR Notice of Intent

Findings of Fact for JHMR

Sketch Plan Amendment (amendments to PUD, LDR text, Zoning map)

Below is a listing of the applicable Findings from several sections of the LDR. JHMR replies to the Findings are in italics.

Section 8.2.13 D PUD Amendment

D. PUD Amendment An amendment to an existing PUD or other special project listed in 1.8.2.C. shall be reviewed and approved pursuant to Sec. 8.7.3.

1. PUD Option Available. An amendment to an existing PUD shall, to the maximum extent practicable, meet the standards for the PUD option found in Article 4.

See the discussion below regarding Article 4.

Section 1.8.2 C

Not applicable.

Section 8.7.1 LDR Text Amendment

C. Findings

The advisability of amending the text of these LDRs is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed LDR text amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. Is consistent with the purposes and organization of the LDRs;

The text amendment consists only of adding the name of the JHMR Powderhorn Employee Housing development to a list of other approved PUDs. The applicant does not propose any amendment to the LDR text except to comply with a procedural requirement of the newly adopted regulations.

2. Improves the consistency of the LDRs with other provisions of the LDRs;

Adding the Powderhorn Employee Housing name to a list of approved PUDs is required by the LDR, therefore this text amendment is consistent with the LDR.

3. Provides flexibility for landowners within standards that clearly define desired character;

This text amendment is a procedural requirement and provides no additional flexibility to the applicant.

4. Is necessary to address changing conditions, public necessity, and/or state or federal legislation;

None of these criteria are applicable.

5. Improves implementation of the Comprehensive Plan; and

The currently approved PUD implements several goals of the Comprehensive Plan. This text amendment does not change anything.

6. Is consistent with other adopted Town Ordinances.

The currently approved PUD is consistent with all Town Ordinances and this text amendment does not change anything.

Section 8.7.2 Zoning Map Amendment

C. Findings for Approval

The advisability of amending the Official Zoning Map is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed zoning map amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. Is consistent with the purposes and organization of the LDRs;

This zoning map amendment is a procedural requirement of the newly adopted LDR and therefore, is consistent with the purposes and organization of the regulations. The zoning map amendment does not change anything in the currently approved PUD.

2. Improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan;

The currently approved PUD greatly implements the desired future character of the Comprehensive Plan. This zoning map amendment simply complies with a procedural requirement of the LDR and does not diminish the positive affects of the PUD.

3. Is necessary to address changing conditions or a public necessity; and

Not applicable.

4. Is consistent with the other adopted Town Ordinances.

The currently approved PUD is consistent with all Town Ordinances and this map amendment does not change anything.

Section 8.7.3 PUD

D. Findings for Approval

The advisability of amending the Official Zoning Map to include a planned unit development classification is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed planned unit development the Town Council shall consider:

1. The extent to which the PUD enhances the implementation of the desired future character for the land of the proposal beyond what could be achieved by base zoning;

The PUD already has been approved and the current application proposes only a minor site plan revision. The revision does not alter the positive impacts the PUD flexibility had on site design, namely the ability to arrange the buildings to create a common open space area.

2. The findings for the applicable PUD option found in Article 4.;

See the discussion below that pertains to Article 4.

3. The applicable findings for the amendment of an existing PUD or other special project found in 8.2.13.D.;

See discussion below.

4. The findings of Sec. 8.7.1.; and

See below.

5. The findings of Sec. 8.7.2.

See below.

Article IV Division 4.4 PUD Zones

Section 4.4.2 E Findings

2. Findings for Approval. Any PUD-ToJ proposal may be approved only if all of the following findings are made:

- a. That the proposed project substantially achieves the stated purposes (as applicable) of this Section, and that it is an appropriate and legitimate application of the PUD-ToJ process;

The currently approved PUD accomplishes the adopted purposes of the PUD as detailed in the 2012 application. The site plan revision proposed now is very minor, but permits the living spaces in the phase 2 buildings to better interact with the common open space area in the center of the project. Three smaller buildings, as proposed with this sketch plan amendment, in place of the two larger buildings previously approved, are rotated to allow the indoor living spaces to face the common open space. The proposed buildings better fit the site while maintaining the open space, which is the organizing feature of the site plan.

- b. That the proposed project is in substantial compliance with all applicable standards and criteria of this Section;

The currently approved PUD complies with all applicable regulations, as documented in the 2012 approval. This proposed site plan amendment does not change the approved density, floor area, parking, LSR, or setbacks and maintains full compliance with the regulations. We wish to be clear that the range in the allowed number of residential units and amount of floor area for phase 2, as described in the 2012 PUD, accommodates the taller buildings (up to 48 feet) that

are allowed by the 2014 text amendment. Finally, the proposed amendment is to a sketch plan and a final development plan will be submitted for detailed review before any further development will occur on the site. This detailed FDP submittal will provide the opportunity to verify compliance with the LDR.

c. That the proposed project substantially meets the character objectives of preservation or enhancement of the zoning district and neighborhood in which it is to be located. Projects which are found to be out of scale and character with their surroundings will not be approved;

The 2012 application details how the currently approved PUD fulfills this finding. The minor site plan revision that is now proposed does not diminish the fulfillment of this finding, and in fact, will result in small buildings that currently proposed for phase 2.

d. That streets and intersections serving the project will not be reduced to unacceptable levels of service, nor will the safety of motorists, pedestrians, and cyclists be jeopardized;

The proposed minor site plan amendment does not alter the amount or type of development that will occur in phase 2. All aspects of the approved PUD will remain unchanged except for the reorganization of the building footprints in phase 2. The conclusions documented in the 2012 approval about traffic remain unchanged by this proposed amendment.

e. That the density and distribution of population resulting from the project will not overburden schools, parks, utilities, or other public services;

The above reply is applicable to this finding about populations and public facilities.

f. That all adverse impacts associated with the proposed project are effectively mitigated to the extent possible.

The above reply is applicable to this finding about impacts.

Section 4.4.2 G. Flexible Development Standards

The proposed site plan amendment does not change any of the design standards that were approved in 2012.

Section 2.3.4 UR Zoning District **Section B Physical Development**

The physical development standards approved in 2012 as part of the current PUD remain unchanged. The range in the number of residential units and amount of floor area in Phase 2, as described in the 2012 PUD approval, is conceptual and accommodates buildings allowed by the 2014 text amendment that allows taller buildings.

Section C Use Standards

The currently approved PUD accompanies an approved CUP for Institutional Residential. The proposed site plan revision does not change the approved land use for the building.

Section D Development Options

The currently approved PUD option remains unchanged.

Section E Additional Zone-specific Standards

The range in the number of residential units and the amount of floor area allowed in Phase 2, as described in the currently approved PUD, accommodates the taller building heights (up to 48 feet) allowed in this Section E.

RELEASED	<input type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>
ABSTRACTED	<input checked="" type="checkbox"/>
SCANNED	<input type="checkbox"/>

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **JHSC Properties, Inc., a Wyoming corporation**, GRANTOR, of Teton County, Wyoming, for Ten Dollars (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, CONVEYS and WARRANTS unto, **Powderhorn Housing LLC**, GRANTEE, whose mailing address is: *P.O. Box 290, Teton Village, WY* the following described real property situated in the County of Teton, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

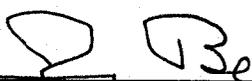
Lot 23 of Webster Laplant Homestead, Fifth Addition to the Town of Jackson, Teton County, Wyoming according to that plat recorded in the Office of Teton County Clerk on July 27, 2001, as Plat No. 1022;

INCLUDING AND TOGETHER WITH all and singular the tenements, hereditaments, appurtenances and improvements thereon or thereunto belonging, but subject to taxes, reservations, covenants, conditions, restrictions, rights-of-way, and easements of sight and record, if any.

State Parcel ID No: 22-41-16-32-4-38-007.

Dated this 25th day of September, 2013.

JHSC PROPERTIES, Inc.,
a Wyoming corporation,

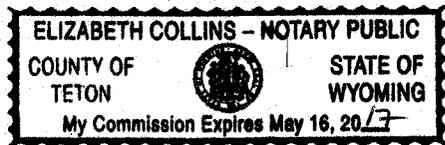

Jerry M. Blann, President

GRANTOR: JHSC PROPERTIES INC
GRANTEE: POWDERHORN HOUSING LLC
Doc 0846610 bk 856 pg 522-524 Filed At 09:49 ON 10/16/13
Sherry L. Daigle Teton County Clerk fees: 18.00
By Mary D Antrobus Deputy

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

Jerry M. Blann, President of JHSC Properties, Inc., under the authority and on behalf of said Company as it free act and deed acknowledged the foregoing Warranty Deed before me this 29th day of September 2013.

WITNESS my hand and official seal.



Elizabeth Collins
Notary Public
My commission expires: 5/16/17

EXHIBIT A

[LEGAL DESCRIPTION FOR NEW PARCEL BEING CONVEYED TO WR LAND –
NECESSARY TO TRANSFER PROPERTY FROM JHMR TO JHSC PROPERTIES]

**Operating Principles
Employee Housing Credits for WL Lot 23
March 26, 2013**

Purpose

It is the purpose of this document to establish certain operating principles that will facilitate the use of housing units that are constructed on Lot 23 of the Webster LaPlant Planned Unit Development (WLPUD) to satisfy and comply with employee housing requirements that may be imposed by the Land Development Regulations (LDR) of the Town of Jackson or Teton County.

Applicability

The housing units on Lot 23 of the WLPUD may be used to satisfy employee housing requirements that are applied to developments in the unincorporated Teton County and in the Town of Jackson, pursuant to the provisions of this document.

Land Development Regulations

Teton County has adopted LDR that include Section 49600, Employee Housing Standards, and the Town of Jackson has adopted LDR that include Section 49500, Employee Housing Standards. These LDR establish requirements for non-residential developments to provide for employee housing.

Subsection 49650, B, in the County LDR and Subsection 49540, B.1, in the Town LDR establish the ability of commercial businesses and developers to pool their respective employee housing requirements for the purpose of creating a viable employee housing development.

It is established here that this concept of pooling of employee housing requirements allows requirements to be pooled both among multiple commercial businesses and developers and also over time, for the purpose of creating a viable employee housing development.

Timing

The pooling of employee housing requirements over time allows housing units that have been previously constructed and exist on Lot 23 of WLPUD to be used to satisfy employee housing requirements for up to fifteen (15) years from the time of the initial occupancy of the units. Housing units that have existed on Lot 23 for more than fifteen (15) years, and have not already been approved and counted to satisfy employee housing requirements, shall no longer be eligible to satisfy employee housing requirements.

Notwithstanding the fifteen (15) year time limitation, the Jackson Hole Mountain Resort (JHMR) shall be exempt from any such time limitation. Because the JHMR develops and constructs the housing units on Lot 23, the JHMR shall be allowed to use previously constructed units that exist on Lot 23 to satisfy employee housing requirements without a time limitation.

Counted Only Once

A housing unit on Lot 23 may be used to meet an employee housing requirement only one time. Once the unit has been approved, counted and duly restricted for such purpose, the unit shall not be approved or counted again to meet another employee housing requirement.

Case By Case Decisions

Commercial businesses or developers in unincorporated Teton County or the Town of Jackson, who have employee housing requirements pursuant to the LDR, may propose to use housing unit(s) on Lot 23 to satisfy their employee housing requirements, but the approval of units on the Lot 23 to satisfy any employee housing requirement will be determined on a case by case basis. The LDR establish multiple alternative methods for complying with the employee housing requirements and approval of the alternative to be used rests ultimately with the Mayor and Town Council or the Board of County Commissioners, whichever is applicable.

Notwithstanding the case by case decisions described above, the JHMR shall be exempt from the case by case decisions. Because the JHMR develops and constructs the housing units on Lot 23, the JHMR shall be entitled to use the housing units on Lot 23 to satisfy employee housing requirements that are imposed on the JHMR. This right to use the housing units on Lot 23, however, shall not alter or remove the requirement that is established by the Teton Village Master Plan that at least twenty percent (20%) of employee housing units that are required of developments in the Teton Village Planned Unit Development for Planned Resort shall be constructed at Teton Village. The JHMR shall have the right to use housing units on Lot 23 to satisfy any employee housing requirement in excess of the twenty percent (20%) of the required employee units that shall be located at Teton Village.

Deed Restriction

At the time a housing unit on Lot 23 is approved to satisfy an employee housing requirement, said unit shall be encumbered with a deed restriction that is approved by the Teton County Housing Authority (TCHA). This deed restriction shall comply with the requirements for such a restriction that are established by the LDR and/or the TCHA Affordable Housing Guidelines, which from time to time may be amended. The deed restriction shall remain in full force and effect for as long at the encumbered housing unit is counted to satisfy the employee housing requirement.

Only Full Unit Encumbered

Irrespective of the size of the employee housing requirement that may be imposed on any one commercial business or developer, and irrespective of the number of bedrooms that may exist in the housing units on Lot 23, only entire housing units consisting of rooms for sleeping, cooking and living shall be counted to satisfy employee housing requirements. Even if an employee housing obligation requires fewer bedrooms than may exist in a housing unit, the entire unit shall be encumbered with a deed restriction and individual bedrooms shall not be counted separately from the remainder of the housing unit to satisfy an employee housing requirement.



JACKSON HOLE MOUNTAIN RESORT
3395 CODY LANE
P.O. BOX 290, TETON VILLAGE, WY 83025

November 5, 2011

Mr. Tyler Sinclair
Planning Director
Town of Jackson
P.O. Box 1687
Jackson, WY 83001

Re: Powderhorn Employee Housing Development

Dear Mr. Sinclair;

The Mountain Resort wishes to follow up the earlier discussion you had with our planning consultant, Bill Collins, about the number of parking spaces in the Powderhorn development, and the potential need to monitor the parking supply and demand in the future. The letter describes the context and provides some guidance for any monitoring that may occur in the future based on the many discussions we had during the planning and approval of the Powderhorn development.

As you recall, the Mountain Resort is proceeding to construct up to 48 four bedroom apartments for employee housing at 655 Powderhorn Lane (lot 23 in the Webster Laplant Homestead 5th Addition). The number of parking spaces that was approved in this development implements the Town's land use and transportation goals and reflects several important characteristics of the development. These characteristics include:

- a housing location that is near essential services and transit;
- the demographic profile of the future residents;
- several Transportation Demand Management techniques that are used by the Mountain Resort and other businesses who also may house their employees in this development; and,
- the large number of bike parking spaces.

These characteristics and other important features of the development are well documented in application materials that were submitted to your office.

The Mountain Resort shares the Town's goal of minimizing the number of parking spaces and maximizing the opportunities for residents to meet their daily needs with minimal dependence on an automobile. The Jackson Town Council, planning commission and planning staff, along with the Mountain Resort, view the Powderhorn development as an ideal opportunity to demonstrate the viability of this goal.

While approving the Powderhorn development and agreeing with the parking/transportation strategy, the Town felt the need to create a back-up contingency in the event more parking will be needed in the future. This contingency was established with the following condition of approval:

“The amount of parking provided will be reviewed for the entire development during the Final Development Plan for future phases or sooner if deemed necessary by the Town and the applicant will be required to secure additional on and/or offsite parking if deemed necessary at that time. The additional amount of parking to be added onsite shall not be limited to the maximum of 90 spaces indicated in the Sketch Plan if deemed necessary. Shared parking agreements with neighboring property owners may be an option to be considered.”

This condition of approval creates the potential for the Town to impose an open-ended parking requirement, potentially even exceeding the requirements in the Land Development Regulations. Such an open-ended requirement clearly is not the intent of the Town’s approval, and as we have discussed, requiring any additional parking would be a last resort that would occur only after exhausting all other alternatives to resolve any parking problem that may arise. Examples of other alternatives that can be considered if and when additional parking is needed are:

- revising tenants’ leases to restrict the number of cars that are allowed in the development;
- constructing a remote parking area that may include an accompanying shuttle or transit service; or,
- targeting any shared parking agreement with a neighboring land owner to match the seasonal need for additional parking.

This brief list of alternative ideas is not intended to be an all-inclusive list and other ideas may be considered in the future. The list, however, provides examples of the types of alternatives that would be considered prior to requiring additional parking in the Powderhorn development. In addition, an option may include modifying the approved site plan to expand the parking lots beyond their current design.

If you agree that this letter correctly describes the Town’s goals and intentions as they pertain to the parking requirements in the Powderhorn development, we ask that you join with us in co-signing this letter and placing it in the Town’s planning files. It would provide the Mountain Resort the comfort of knowing that any monitoring of the parking in the Powderhorn development that may occur in the distant future will be in keeping with our shared intentions as they are described here.

Sincerely;

I acknowledge the intentions and goals stated in this letter are correct and agree that any requirement for additional parking would occur as a last resort.



Jerry Blann, President
J.H. Mountain Resort

11/15/13
date

Tyler Sinclair
Director, Jackson Planning Department

1
date

RELEASED	
INDEXED	✓
ABSTRACTED	✓
SCANNED	

**CERTIFICATE OF STANDARDS PURSUANT TO TOWN
OF JACKSON, WYOMING LAND DEVELOPMENT REGULATIONS § 2170.L**

STATE OF WYOMING)
) ss.
COUNTY OF TETON).

I, Jerry Blann, being duly sworn on oath depose and state as follows:

1. I am the President of the Jackson Hole Mountain Resort, Inc., have personal knowledge of the facts stated herein, and am duly authorized to execute this instrument.

2. This instrument is made in conformance with Wyoming Statute § 34-11-101, and concerns the following described real property (“the Property”) located in the Town of Jackson, Teton County, Wyoming:

Lot 23, Webster LaPlant Homestead, Fifth Addition to the Town of Jackson, as shown and described on Plat 1022 recorded in the Teton County, Wyoming Clerk’s Office on July 27, 2001; as same may be amended from time to time

3. The Property was the subject of Planned Unit Development (“PUD”) application nos. P13-024, 025 & 026 made to the Town of Jackson on or around April 4, 2013 (“the PUD Application”).

4. On June 17, 2013, the Town of Jackson, Wyoming Town Council considered the PUD Application and made certain findings and rendered certain approvals, including the following specific approvals:

- a. A Planned Unit Development (PUD) for the Property, pursuant to Section 2320, of the Town of Jackson LDR (2013) amending a previously approved Sketch Plan for the Property.
- b. Sketch Plan approval for Phases 1 and 2 of the proposed PUD that includes construction of five buildings containing 46 to 48 housing units.
- c. A Final Development Plan for Phase 1 consisting of three buildings containing 24 housing units.
- d. A Conditional Use Permit for Institutional Residential on the property.
- e. A true and complete file containing the application, plans, submittals and records of Town of Jackson meetings and decisions is on file in the Town of Jackson Planning and Building Department.

5. Section 2170, Paragraph L, of the Town of Jackson LDR, states:

L. Certificate of Standards. Upon approval of any Final Development Plan (or Sketch Plan as appropriate) for a Planned Unit Development, the applicant shall record at the office of the Teton County Clerk a Certificate of Standards. This document shall set forth all standards, both base and flexible, which were approved with the Planned Unit Development. All standards set forth in this document shall also be set forth in the Codes, Covenants and Restrictions, and the Codes, Covenants and Restrictions shall also reference book and page where the Certificate of Standards is recorded. Any subsequent plat, replat, resubdivision, or declaration of condominium shall also reference book and page where the Certificate of Standards is recorded.

1. Date of approval and file number. The Certificate of Standards shall reference the date of final approval of the Planned Unit Development by the Town Council, and shall reference the Planning Department file number.

2. Attestation of Planning Director. Prior to recording, the Certificate of Standards shall be submitted to the Planning Director, who shall attest to the accuracy of all standards and references contained therein. (Ord. 536 §-1, 1996)

6. In compliance with the foregoing LDR, following are the standards, both base and flexible, which were approved with the Planned Unit Development:
PUD and Sketch Plan Approval

GRANTOR: BLANN, JERRY
GRANTEE: THE PUBLIC
Doc 0848473 bk 858 pg 1010-1012 Filed At 15:56 ON 11/15/13
Sherry L. Daigle Teton County Clerk fees: 18.00
By Mary D. Antrobus Deputy

- a. The applicant as part of the phase 2 Final Development Plan shall consider additional benches and shade trees around the central open space area.
- b. The amount of parking provided will be reviewed for the entire development during the Final Development Plan for future phases or sooner if deemed necessary by the Town and the applicant will be required to secure additional on and/or offsite parking if deemed necessary at that time. The additional amount of parking to be added onsite shall not be limited to the maximum of 90 spaces indicated in the Sketch Plan if deemed necessary. Shared parking agreements with neighboring property owners may be an option to be considered.
- c. The applicant shall be required to provide additional landscape or fencing screening along the northern property boundary during the review of the Final Development Plan for phase 2 to adequately screen these parking areas from adjacent properties.

Final Development Plan Approval

- a. Prior to the issuance of a building permit, a landscape plan and cost estimate, prepared by a registered landscape architect, shall be submitted to and approved by the Planning Department. The applicant shall be responsible to provide a bond, cashier's check, or letter of credit for 125% of the estimated cost of the landscaping prior to the issuance of any building permit for the project. The applicant shall revise the proposed landscape plan to relocate the proposed trees located adjacent to the southern building closer to Powderhorn Lane.
- b. The applicant shall provide as part of the building permit submission an exterior lighting plan including a photometric map and cut sheets of all proposed exterior light fixtures in compliance with Section 49370. Exterior Lighting and Glare of the Land Development Regulations for review and approval by the Planning Department.
- c. The applicant shall provide as part of the building permit submission, the proposed method of screening meeting Section 4560.D. Trash and Recycling Enclosures, of the Land Development Regulations for review and approval by staff.
- d. The applicant shall provide as part of the building permit submission additional bike parking adjacent to each building.

7. The undersigned hereby certifies that the standards set forth in this document shall subsequently be set forth in the Codes, Covenants and Restrictions pertaining to the Property, including reference to the book and page wherein this instrument shall be recorded; and that any subsequent plat, replat, or resubdivision of the Property, and/or declaration of condominium shall also reference the book and page wherein this instrument is recorded.

Further your Affiant sayeth naught.

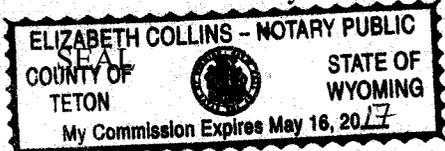
Witness my hand this 12 day of November, 2013.

Jackson Hole Mountain Resort, Inc.

Jerry Blann
 Its President

Subscribed and sworn before me by Jerry Blann, the President of Jackson Hole Mountain Resort, Inc. this 12 day of November, 2013.

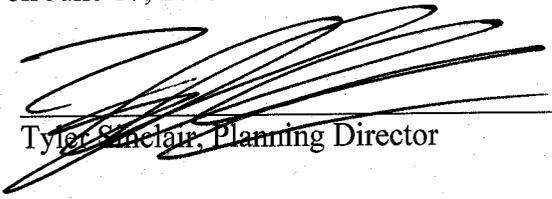
Witness my hand and official seal.



Elizabeth Collins
 Notary Public
 My Commission Expires: 5/16/17

Attestation by Town of Jackson, Wyoming Planning Director

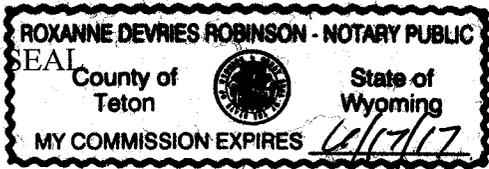
I, Tyler Sinclair, the Planning Director for the Town of Jackson, Wyoming, have reviewed the foregoing Certificate of Standard and certify that same contains an accurate statement of all standards and references contained PUD P13-024, 025 & 026 approved by the Town of Jackson, Wyoming Town Council on June 17, 2013.

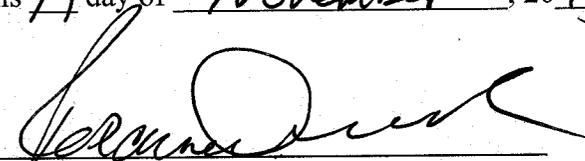

Tyler Sinclair, Planning Director

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by Tyler Sinclair, Planning Director for the Town of Jackson, Wyoming this 14 day of November, 2013

Witness my hand and official seal.




Notary Public
My commission expires: 6/17/17

FEBRUARY 16, 2016
DRAFT FOR FINAL PLAT SUBMISSION

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

for

**THE POWDERHORN HOUSING
ADDITION TO THE TOWN OF JACKSON,
WYOMING**

Upon recording, please return to:

Hawks & Associates, LC
P.O. Box 4430
199 East Pearl Ave., Suite 103
Jackson, WY 83001

**Declaration of Covenants, Conditions, and Restrictions
For
The Powderhorn Housing Addition to the Town of Jackson, Wyoming**

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this _____ day of _____ 2016, by Powderhorn Housing, LLC, a Wyoming limited liability company (the “Declarant”).

PART ONE: INTRODUCTION TO THE COMMUNITY

Powderhorn Housing, LLC, as the developer of the Powderhorn Housing Addition to the Town of Jackson 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 community as a an institutional employee housing community.

ARTICLE I - CREATION OF THE COMMUNITY

1.1 Purpose and Intent. The Declarant, as the owner of the real property described on **Exhibit “A”** intends by the recording of this Declaration to create a general plan of development for the planned community known as Powderhorn Housing Addition to the Town of Jackson, Wyoming. This Declaration provides for the overall development, administration, maintenance and preservation of the real property now or hereafter comprising the properties at Powderhorn Housing Addition to the Town of Jackson, Wyoming. An integral part of the development plan is the creation of Powderhorn Housing Addition to the Town of Jackson, Wyoming Homeowners’ Association, an association comprised of all owners of Lots in the Powderhorn Housing Addition to the Town of Jackson, Wyoming, to own, operate and/or maintain various common areas and community improvements and amenities and to administer and enforce this Declaration and the other Governing Documents referred to in this Declaration.

1.2 Binding Effect. All property described on **Exhibit “A”** shall be owned, conveyed and used subject to all of the provisions of this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all Persons having any right, title, or interest in any portion of the Properties and the Lots, their heirs, successors, successors-in-title, and assigns.

This Declaration shall be enforceable in perpetuity by the Declarant, The Association, any Owner, and their respective legal representatives, heirs, successors, and assigns.

1.3 Governing Documents. The Governing Documents create a general plan of development for Powderhorn Housing Addition to the Town of Jackson, Wyoming which may be supplemented as set forth herein. In the event of a conflict between or among the Governing Documents and any such additional covenants or restrictions, the Governing Documents shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Properties from containing additional restrictions or

provisions that are more restrictive than the provisions of this Declaration. The Association may, but shall not be required to, enforce any such covenants, restrictions or other instruments.

All provisions of the Governing Documents shall apply to all Owners as well as their respective lessees, family members, tenants, guests and invitees.

If any provisions of this Declaration are determined by judgment or court order to be invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications of this Declaration which shall remain in full force and effect.

ARTICLE II - DEFINITIONS

The terms used in Governing Documents shall generally be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms shall be defined as set forth below.

2.1 “Association”. The “Powderhorn Housing Homeowners’ Association”, a Wyoming non-profit corporation, its successors or assigns.

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

2.3 “Board of Directors”. (Or “Board”) The body responsible to the membership for operations of the Association, selected as provided in the By-Laws and generally serving the same role as the board of directors under Wyoming corporate law.

2.4 “Building”. A Building is a habitable structure constructed on a Lot that contains Units and all covered walkways, decks, balconies and appurtenances. A Building is not a legally described interest in real property but is subject to the terms and conditions of this Declaration.

2.5 “Common Area”. All real and personal property located within Lot 7 as designated on the Final Plat, including easements, which the Association owns, leases or in which it otherwise holds possessory or use rights for the common use and enjoyment of the Owners and those portions of a Lot not burdened by a Building or appurtenant above-ground improvements.

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

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

2.9 “Covenant to Share Costs”. Any Declaration of Easements and Covenant to Share Costs to be executed by Declarant and recorded in the Public Records which creates certain easements for the benefit of the Association and subjects the present and future owners of Lots to such Covenant to Share Costs and which obligates the Association and such owners to share the costs of maintaining certain property described in such Covenant to Share Costs.

2.10 “Declarant”. Powderhorn Housing, LLC, a Wyoming limited liability company or any successor or assign who takes title to any portion of the property described on **Exhibit “A”** for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.

2.11 ”Design Guidelines”. The architectural, design and construction guidelines and review procedures adopted pursuant to Article IV, as they may be amended.

2.12 “Final Plat”. The final subdivision plat as approved by the applicable governmental agency or agencies of Town of Jackson, Wyoming and as recorded or to be recorded in the applicable real property records of Teton County, Wyoming and which creates the following: (i) one (1) Lot out of the Properties designated as the Common Area, and (ii) up to six (6) Lots where Buildings have been or may be constructed, as shown on the Final Plat.

2.13 “Governing Documents”. A collective term referring to this Declaration and any applicable Supplemental Declaration, the By-Laws, the Articles, the Design Guidelines, and the Use Restrictions and Master Rules and Regulations as they may be amended.

2.14 “Lot”. A portion of the Properties designated on the Final Plat as a “Lot”.

2.15 “Master Landscape Plan”. The Master Landscape Plan shall be that plan original to Final Development Plan approval by the Town of Jackson in association with the Properties.

2.16 “Master Rules and Regulations”. The Master Rules and Regulations are the Rules and Regulations adopted by the Board pursuant to Section 3.2 hereof.

2.17 “Member”. A Person subject to membership in the Association pursuant to Section 6.2.

2.18 “Mortgage”. A mortgage, a deed to secure debt, or any other form of security instrument affecting title to any Lot or all or any portion of the Properties. “Mortgagee” shall refer to a beneficiary of a deed of trust or holder of a Mortgage.

2.19 “Owner”. One or more Persons who owns a Lot. The definition of “Owner” specifically excludes any party holding an interest merely as security for the performance of an obligation.

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

2.21 “Properties” The real property described on **Exhibit “A”**. The Properties shall consist of one Common Area Lot and seven Lots as designated on the Final Plat.

2.22 “Public Records”. The Official Records of the County Recorder of Teton County, Wyoming.

2.23 “Special Assessment”. Assessments levied in accordance with Section 8.3.

2.24 “Specific Assessment”. Assessments levied in accordance with Section 8.4.

2.25 “Supplemental Declaration”. An instrument filed in the Public Records pursuant to Article IX which subjects additional property to this Declaration, designates Neighborhoods, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

2.26 “Unit”. A Unit is a dormitory style residential apartment contained within a Building. Each Building is comprised of multiple Units. For purposes of this Declaration and the Governing Documents, a Unit is not a Building or a Lot and is not a legally described interest in real property but is subject to the terms and provisions of this Declaration. Units are intended to be reserved for occupancy by persons who are full time employees employed in Teton County, Wyoming.

PART TWO: CREATION AND MAINTENANCE OF COMMUNITY STANDARDS

ARTICLE III - USE AND CONDUCT

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

3.2 Rule Making Authority.

(a) Subject to the terms of this Article and the Board’s duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may modify, cancel, limit, create exceptions to, or expand the Master Rules and Regulations. The Board shall send notice by mail to all Owners concerning any such proposed action as least five (5)-business days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

Such action shall become effective after compliance with Section 3.2(c) below unless disapproved at a meeting of the Members by at least eighty percent (80%) of the total votes entitled to vote on the matter. The Board shall have no obligation to call a meeting of the Members

to consider disapproval except upon receipt of a petition of the Members as required for special meetings in the By-Laws. Upon such petition of the Members prior to the effective date of any Board action under this Section 3.2(a), the proposed action shall not become effective until after such meeting is held, and then subject to the outcome of such meeting.

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

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

(d) Nothing in this Article shall authorize the Board or the Members to modify, repeal or expand the Design Guidelines. In the event of a conflict between the Design Guidelines and the Master Rules and Regulations, the Design Guidelines shall control.

3.3 Owners' Acknowledgement and Notice to Purchasers. Each Owner, by acceptance of a deed for their Lot, acknowledges and agrees that the use and enjoyment and marketability of his or her Lot can be affected by this Declaration and that the Master Rules and Regulations may change from time to time. All purchasers of Lots are on notice that changes may have been adopted by the Association that are not recorded in the Public Records. Copies of the current Master Rules and Regulations may be obtained from the Association.

3.4 No Mining, Excavating or Drilling. No property within Powderhorn Housing Addition to the Town of Jackson, Wyoming shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing geothermal resources, oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel, sand, top soil, or earth. Nothing contained herein shall be construed to limit the rights of the owner of mineral interest severed from the surface of any portion of the Properties prior to the recording of this Declaration and nothing herein shall prevent the Declarant or an Owner from moving dirt, gravel rocks and other soils necessary for the development of their respective properties.

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

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

(b) **Displays.** The rights of Owners to display religious and holiday signs, symbols, and decorations on their Building(s) or inside Units of the kinds normally displayed in dwellings located in single-family residential neighborhoods shall not be abridged, except that the

Association may adopt reasonable time, place, and manner restrictions with respect to displays visible from outside the dwelling.

No rules shall regulate the content of political signs; however, rules may regulate the time, place and manner of posting such signs (including design criteria).

(c) **Activities Within Dwellings.** No rule shall interfere with the activities carried on within the confines of dwellings, except that the Association may prohibit activities not normally associated with property restricted to employee housing use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Units, that generate excessive noise or traffic or excess parking, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance. Because the Properties are zoned Institutional Residential, all forms of home business are prohibited in Units.

(d) **Insurance Rates.** Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located upon any Lot or the Common Area without prior written approval of the Board.

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

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

(h) **Rights to Develop.** No rule or action by the Association or Board shall impede the Declarant's right to develop the Properties.

(i) **Unsightliness.** The exterior areas of all Buildings, including porches, driveways, walkways, patios and yards, shall be kept in a neat and orderly fashion at all times. No exterior portion of any Building area may be used for the storage of recreational equipment, furniture or other goods or merchandise.

(j) **Screened Garbage Areas.** All garbage must be maintained in the fenced garbage area located within the Common Area. The fenced garbage area shall be maintained by the Association as a Common Expense.

The limitations in subsections (a) through (h) of this Section 3.4 shall only limit rulemaking authority exercised under Section 3.2; they shall not apply to amendments to this Declaration adopted in accordance with Article X.

3.6 Domestic Animals. No animals, reptiles, primates, fish, fowl or insects of any kind shall be kept, raised, bred, maintained or boarded within or upon any part of the Properties or a Unit situated thereon.

3.7 Vehicle Parking, Storage, Operation and Repair.

(a) Any vehicles not prohibited in subsection (b) below shall be permitted vehicles and may be parked on the Properties in the space or spaces designated for each Unit or in guest parking. The Declarant reserves the right to designate parking spaces for each Building and Unit but in any event must designate no more than two parking spaces per Unit.

(b) No boats, rafts, kayaks, trailers, buses, motor homes, campers (on or off supporting vehicles), unlicensed motorcycles, snowmobiles, recreational vehicles, golf carts, trucks, industrial or commercial vehicles (both cabs or trailers), abandoned or inoperable vehicles (as defined below), or any other similar vehicles (excepting passenger automobiles and one ton or smaller pick-up trucks) shall be parked or stored in or upon the Common Area or elsewhere within the Properties, and no vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt on portion of the Properties. This restriction shall not prevent the non-commercial washing and polishing of vehicles, together with activities normally incidental thereto.

(c) Notwithstanding the foregoing, vehicles shall be parked in designated parking spaces in compliance with the Master Rules and Regulations. Occupants of Units shall not park their vehicles in spaces designated for guest parking or parking for occupants of other Units.

(d) 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 Unit occupants in their designated parking spaces while on vacation or during a period of illness), or which does not have an operable propulsion system within the vehicle.

(e) 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 3.7, a written notice of violation describing said vehicle shall be personally delivered to the vehicle owner (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner cannot be reasonably ascertained), and if the offending vehicle is not removed within seventy-two (72) hours thereafter, the Board shall have the right to remove and store the offending vehicle, or cause the vehicle to be removed and stored, at the sole expense of the Owner of the Unit in which the owner of the abandoned vehicle resides, all without liability on the part of the Board.

3.8 Use Restrictions. The Common Area is defined and described on the Final Plat and shall be owned by and reserved for the benefit of the Association and its Members, their guests, tenants, and invitees subject to the restrictions set forth in this Declaration. The following uses are prohibited on the Common Area and the Lots:

(a) The construction or location of any buildings, structures or accessory structures except as constructed by the Declarant in conjunction with the development of the Properties.

(b) 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, or the other industrial use of the Common Area.

(c) Off-road use of vehicles and off-trail use of any form of motorized transportation, except where needed for maintenance and upkeep of the Common Area, excepting for the use of vehicles to respond to emergencies.

(d) Other that constructed as part of the development of the Properties, the construction of roads, driveways, and parking areas.

(e) The storage of recreational vehicles (including, but not limited to boats, snowmobiles, bicycles, campers, and motor homes) and the dumping or storing of ashes, trash, garbage, junk, or other unsightly or offensive materials.

(f) Clearing, grading or other movement of the natural topography of the land except such activities in connection with fisheries habitat improvement, wildlife habitat improvement, 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.

3.9. Rezoning and Subdivision. No Owner may without the Declarant's consent rezone, further subdivide or apply to the Town of Jackson (or other municipal authority) to rezone, subdivide or modify the development permit for the Properties.

ARTICLE IV - ARCHITECTURE AND LANDSCAPING

4.1 General. No structure shall be placed, erected, or installed upon any Lot and, no improvements (including staking, clearing, excavation, grading and other site work, exterior alterations of existing Units, and planning or removal of landscaping materials) shall take place except in compliance with this Article, the Design Guidelines promulgated pursuant to Section 4.3 and the Town of Jackson, Wyoming Land Development Regulations.

Any Owner may paint or redecorate the interior of his Unit without approval. However, modifications to the structure of a Building or Unit, patios, and similar portions of a Unit or Building visible from the exterior and any other modification that would change or alter the physical structure of a Unit or Building shall be subject approval by the Declarant and the Architectural Review Committee ("ARC"). ARC approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

All modifications to a Unit or Building shall be approved by an architect or engineer licensed in the State of Wyoming. All plans and specifications for modifications to the interior or exterior of any Unit shall be subject to review as provided herein.

This Article shall not apply to the development activities of the Declarant in accordance with this Declaration.

This Article may not be amended without the Declarant's written consent.

4.2 Architectural Review.

(a) **Architectural Review Committee.** The Declarant shall appoint all three (3) of the original members of the ARC and all replacements until the Declarant has sold the last Lot to an Owner not affiliated with the Declarant. Thereafter, all of the members of the ARC shall be appointed by the Board.

4.3 Guidelines and Procedures.

(a) **Design Guidelines.** The Declarant may prepare the initial Design Guidelines, which may contain general provisions applicable to all of the Units. The Design Guidelines are intended to provide guidance to Owners regarding matters of particular concern to the ARC in considering applications hereunder. The Design Guidelines are not the exclusive basis for decisions of the ARC, and compliance with the Design Guidelines does not guarantee approval of any application.

The Declarant shall have sole and full authority to amend the Design Guidelines as long as it owns any portion of the Properties, notwithstanding the reviewing authority of the ARC, unless the Declarant delegates the power to amend to the ARC. Upon termination or delegation of the Declarant's right to amend, the ARC shall have the authority to amend the Design Guidelines with the consent of the Board. Any amendments to the Design Guidelines shall not require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Design Guidelines less restrictive.

The ARC shall make the Design Guidelines available to Owners and Builders who seek to engage in construction within the Properties. In the Declarant's discretion, such Design Guidelines may be recorded in the Public Records, in which event the recorded version, as it may unilaterally be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

(b) **Procedures.** Prior to commencing any work within the scope of this Article ("Work"), an Owner shall submit to the ARC an application for approval of the proposed Work in such form as the Design Guidelines or the ARC may specify. Such application shall include plans and specifications ("Plans") showing site layout, grading, structural design (for interior modifications), landscaping, drainage, irrigation, and other features of proposed construction, as

applicable. The Design Guidelines and the ARC may require the submission of such additional information as may be reasonably necessary to consider any application. The Plans shall be in such form and shall contain such information as may be reasonably required pursuant to the Design Guidelines.

In reviewing each submission, the ARC may consider any factors it deems relevant, including without limitation, harmony of external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

The ARC shall, within thirty (30) days after receipt of a completed application and all required information, respond in writing to the applicant at the address specified in the application. The response may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The ARC may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

In the event that the ARC fails to respond in writing within sixty (60) days of submission, approval shall be deemed to have been given. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted pursuant to Section 4.5. Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the U.S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

Until expiration of the Declarant's rights under this Article, the ARC shall notify the Declarant in writing within three (3) business days after the ARC has approved any applications relating to proposed Work within the scope of matters delegated to the ARC by the Declarant. The notice shall be accompanied by a copy of the application and any additional information which the Declarant may require. The Declarant shall have ten (10) days after receipt of such notice to veto any such actions, in its sole discretion, by written notice to the ARC and the applicant.

If construction does not commence on a project for which Plans have been approved within two year after the date of approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to reapply for approval before commencing the proposed Work.

The ARC may, by resolution, exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

(c) **Obligation to Complete Construction**. Regardless of the type of improvement being constructed on a Lot or within a Unit, once construction has commenced, it must be completed within six (6) months from the date construction commenced unless otherwise specified in the notice of approval or unless the ARC grants an extension in writing, which it shall not be obligated to do. Completion of improvements shall mean that a certificate of occupancy has

been issued by the local governing body empowered to do so and that they are in a condition suitable for immediate occupancy by the Owner or its occupant.

4.4 No Waiver of Future Approvals. Each Owner acknowledges that the persons reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Design Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the ARC may refuse to approve similar proposals in the future. Approval of applications or Plans for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, Plans, or other matters subsequently or additionally submitted for approval.

4.5 Variances. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless approved in writing by the ARC; (b) be contrary to this Declaration; or (c) estop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

4.6 Limitation of Liability. The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Properties but shall not create any duty to any Person. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only, and the ARC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements or compliance with plans and specifications, nor for ensuring that all dwellings are of comparable quality, value or size or of similar design. Neither the Declarant, the Association, the Board, any committee, nor member of any of the foregoing shall be held liable for soil conditions, drainage or other general site work, or for any defects in plans revised or approved hereunder, or for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Unit or Building. In all matters, the ARC and all persons comprising the ARC shall be defended and indemnified by the Association as provided in Section 7.6.

4.7 Certificate of Compliance. Any Owner may request that the ARC issue a certificate of architectural compliance certifying that there are no known violations of this Article or the Design Guidelines. Following review and approval of the request by the Declarant, the Association shall either grant or deny such request within thirty (30) days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificates. Issuance of such a certificate shall estop the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

4.8 Standard of Construction. All improvements to the Properties made by the Declarant have been or will be constructed in accordance with all applicable city, county, state and federal building codes. Declarant does not warrant that its improvements to the Properties exceed, in any manner, the minimum building standards required by applicable county, state and federal laws.

4.9 Enforcement. Any structure or improvement placed or made in violation of this Article or the Design Guidelines shall be deemed to be nonconforming. Upon written request from the Declarant, the ARC or the Board, Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Declarant, the Association or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with interest at the maximum rate then allowed by law, may be assessed against the benefited Lot and collected as a Specific Assessment.

All approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved Work and all work previously approved with respect to the same Building, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved work, the Declarant or the Association shall be authorized, after notice to the Owner of the Building and an opportunity to be heard in accordance with the By-Laws, to enter upon the Building and remove or complete any incomplete Work and to assess all costs incurred against the Building and the Owner thereof as a Specific Assessment.

Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines may be excluded from the Properties. In such event, neither the Declarant, the Association its officers, or directors shall be held liable to any Person for exercising the rights granted by this paragraph.

In addition to the foregoing, the Association and the Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ARC.

4.10 Development and Use Restrictions. All development of the Properties shall conform to all applicable land use regulations and Municipal Ordinances of the Town of Jackson, Wyoming shall be required, in addition to the requirements of this Declaration and the requirements of all development permits issued for and applicable to the Properties.

ARTICLE V – MAINTENANCE AND REPAIR

INTENTIONALLY OMITTED
PART THREE: COMMUNITY GOVERNANCE AND ADMINISTRATION

ARTICLE VI – THE ASSOCIATION AND ITS MEMBERS

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

6.2 Membership. Every Owner of a Lot shall be a Member of the Association. There shall be only one membership per Lot. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in the By-Laws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners.

6.3 Voting. The Association shall have two-classes of membership. Members shall be Class A and shall have one equal vote for each Lot in which they hold the interest required for membership under Section 6.2. The Declarant shall be a Class B Member and shall have four votes on all matters requiring a vote hereunder. All votes shall be cast as provided in Section 6.3(a). The Declarant's Class B membership shall expire on the sale of the last Lot to an owner not affiliated with the Declarant.

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

(b) **Commencement of Voting Rights.** Voting rights as to each Lot shall vest upon transfer of a deed of conveyance of a Lot to an Owner.

6.4 Obligation to Maintain Common Area Landscaping. The Association, acting through the Board, shall be obligated to maintain the Common Area landscaping. As determined necessary by the Declarant, the Association shall be obligated to replace the landscaping originally provided on the Common Area by the Declarant. This provision 6.4 shall be specifically enforceable by the Declarant so long as this Declaration shall remain in effect and such provision shall not be amended by the Association without the consent of the Declarant.

ARTICLE VII – ASSOCIATION POWERS AND RESPONSIBILITIES

7.1 Acceptance and Control of Association Property.

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

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

7.2 Maintenance.

(a) **Common Area.** The Association shall maintain, in accordance with the Community-Wide Standard, the Common Area as it is designated on the Plat and as exists by easement and defined herein. The costs associated with maintenance, repair and replacement of the Common Area shall be a Common Expense; except the Association may seek reimbursement from the Owner(s) of, or other Person responsible for, certain portions of the Common Area pursuant to this Declaration, the Covenant to Share Costs, other recorded covenants, or agreements with the owner(s) thereof

(b) **Buildings.** The Association shall, for purposes of maintaining the appearance of building improvements, provide cosmetic maintenance upon the exterior of each Building located upon a Lot, limited to: paint and cosmetic maintenance to maintain the appearance of the community. The Association shall not be required to provide any structural maintenance, repair, replacement or other similar type work on a Building, all of which shall be the obligation of the Owner. The Association shall not maintain or repair any Building or roof of a Building except as described herein. Such exterior maintenance shall not include the maintenance, repair or replacement of glass surfaces. Any utility services or other types of elements which are utilized in common, such as, but not limited to, sewer or water lines, shall be maintained, repaired and replaced, as needed, by the Association. Owners shall be responsible to main and repair all utility lines and services inside their boundary to their Lot. The Association shall maintain, repair and replace all utility lines and services in the Common Area. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject. The costs associated with the cosmetic maintenance and painting of a Building as provided for in this subsection (b) shall be a Common Expense.

(c) **Sidewalks and Driveways.** The maintenance, repair and replacement of all driveways and sidewalks within the Properties shall be the responsibility of the Association and the costs of such maintenance, repair and replacement shall be included in the Common Expenses. The cost of maintaining all above grade walkways and the elevator on Lots 4, 5 and 6 shall be a Specific Assessment to Lots 4, 5, and 6 to be assessed in equal installments to the Owners of Lots 4, 5, and 6.

7.3 Insurance.

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

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

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

Premiums for all insurance on the Common Area and those portions of Lots subject to Common Area easements shall be assessed by the Board as a Common Expenses.

Owners shall be obligated to insure their Lots and Buildings as they deem appropriate. The Association has no duty or obligation to insure a Lot or Building against casualty or other loss.

(b) **Policy Requirements.** The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the Town of Jackson, Wyoming area. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured.

The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.3(a). In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Lot as a Specific Assessment.

All insurance coverage obtained by the Board shall:

(i) Be written with a company authorized to do business in the State of Wyoming;

(ii) Be written in the name of the Association as trustee for the benefited parties, including the Declarant.

(iii) Not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

(iv) Contain an inflation guard endorsement;

(v) Include an agreed amount endorsement if the policy contains a co-insurance clause;

(vi) Provide a waiver of subrogation under the policy against any Owner or household member of an Owner;

(vii) Include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;

(vii) Include an endorsement precluding cancellation, invalidation, or condition to recovery under the policy on account of any act or omission of any one or more individual Owners, unless such Owner is acting within the scope of its authority on behalf of the Association;

(ix) Provide that the policy will be primary, even if a Unit Owner has other insurance that covers the same loss.

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

(i) A waiver of subrogation as to any claims against the Association's Board, officers, employees, and its manager, its attorneys, the Owners and their tenants, servants, agents, and guests;

(ii) A waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(iii) An endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(iv) An endorsement requiring at least thirty (30) days prior written notice to the Association of any cancellation, substantial modification, or non-renewal; and

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

(c) **Restoring Damaged Improvements.** In the event of damage to or destruction of property which the Association is obligated to insure, the Board or its duly

authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Damaged improvements on the property shall be repaired or reconstructed unless at least seventy-five percent (75%) of Members decide within sixty (60) days after the loss not to repair or reconstruct. If either the insurance proceeds or estimates of the loss, or both, are not available to the Association within such sixty (60) day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the insured improvements shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements, and no alternative improvements are authorized, then the insurance proceeds shall be paid to the Owners and Permitted Mortgagees as their interests are determined.

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

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

7.4 Compliance and Enforcement. Every Owner and occupant of a Unit shall comply with the Governing Documents. The Board may impose sanctions for violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth in the By-Laws. Such sanctions may include, without limitation:

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

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

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

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

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

(f) Requiring an Owner, as its own expense, to remove any structure or improvements on such Owner's Lot in violation of Article IV and to restore the Building to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

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

(h) Levying Specific Assessments to cover costs incurred by the Association to bring a Building into compliance with Governing Documents.

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

(a) Exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); and

(b) Bringing suit at law or in equity to enjoin any violation or to recover monetary damages to both.

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

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

The Association, 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 Properties for the benefit of the Association and its Members.

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

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

7.7 Provision of Services. The Association shall be authorized but not obligated to enter into and terminate, in the Board's discretion, contracts or agreements with other entities, including Declarant, 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 concierge services, property management services, landscape maintenance, snow plowing, common area maintenance, pest control, caretaker, transportation, utilities, and similar services.

ARTICLE VIII – ASSOCIATION FINANCES

8.1 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 and insurance assessed as a Specific Assessment, for the coming year, including any contributions to be made to a reserve fund pursuant to Section 8.4. 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 Lots, and the amount to be generated through the levy of Base Assessments, Special Assessments and Specific Assessments against each.

The Association is hereby authorized to levy Base Assessments pro-rata against all Lots subject to assessment under Section 8.7 to fund the Common Expenses. In determining the Base Assessment rate per Lot, the Board may consider any assessment income expected to be generated from any additional Lots reasonably anticipated becoming subject to assessment during the fiscal year.

The Declarant may, but shall not be obligated to, reduce the Base Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 8.8(b), which may be either a contribution, an advance against future assessments due from the Declarant,

or a loan, in the Declarant's discretion. The Declarant may provide initial pre-funding as a subsidy to the reserve account of the Association. Such subsidy shall be disclosed as a line item in the income portion of the initial budget. The payment of such subsidy in any year shall not obligate the Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and the Declarant.

The Board shall send a copy of the final budget, together with notice of the amount of the Base Assessment to be levied pursuant to such budget, to each Owner not less than forty-five (45) nor more than sixty (60) days prior to the effective date of such budget; provided, however, if the Base Assessment is increased from the previous year's Base Assessment, the Board shall send notice of the increase by first class mail to the Owners not less than thirty (30) nor more than sixty (60) days prior to the increased Base Assessment becoming due. Such budget and assessment shall automatically become effective subject to the limitation on increases of assessments provided for in Section 8.5.

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

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

8.2 Budgeting for Reserves. The Board shall prepare and review at least annually a reserve budget for 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 pursuant to Section 8.1, 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.

8.3 Special Assessments. In addition to other authorized assessments, the Association may, subject to the limitations of Section 8.5, levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against the entire membership, if Special Assessment is for Common Expenses or against an individual Lot or Buildings or if such Special Assessment is for an unbudgeted expense relating to less than all of the Lots. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall provide notice by first class mail to the Owner(s) of the Lot subject Special Assessment not less than thirty (30) nor more than sixty (60) days prior to the Special Assessment becoming due.

8.4 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Lot as follows:

(a) To cover the costs, including overhead and administrative costs including property loss insurance, and costs of providing services to a Building upon request of an Owner pursuant to any menu of special services which may be offered by the Association. Specific Assessments for special services may be levied in advance of the provision of the requested service; and

(b) To cover costs incurred in bringing a nonconforming Building into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of a nonconforming Building, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the nonconforming Building Owner prior written notice and an opportunity for a hearing, in accordance with the By-Laws, before levying any Specific Assessment under this subsection (b).

8.5 Limitation of Increases of Assessments. Notwithstanding any provision to the contrary, and except for assessment increases necessary for emergency situations or to reimburse the Association pursuant to Section 8.5, the Board may not impose a Base Assessment that is more than twenty percent (20%) greater than each of those assessments for the immediately preceding fiscal year, nor impose a Special Assessment which in the aggregate exceeds five percent (5%) of the budgeted Common Expenses for the current fiscal year, without a majority vote of a quorum of the Members which are subject to the applicable assessment at a meeting of the Association, or action without meeting by written ballot in lieu thereof signed by all of the Members of the Association.

For purposes of this Section, “quorum” means at least seventy-five percent (75%) of the total voting power of the Association subject to the applicable assessment. For purposes of this Section, the term “Base Assessment” shall be deemed to include the amount assessed against each Building plus a pro rata allocation of any amounts the Association received through any subsidy or maintenance agreement, if any, in effect for the year immediately preceding the year for which the assessment is to be increased.

An emergency situation is any one of the following:

(a) An extraordinary expense required by an order of a court;

(b) An extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible where a threat to personal safety on the Properties is discovered; or

(c) An extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible which could not have been reasonably foreseen by the Board in preparing and distributing the pro forma budget pursuant to Section 8.1. However, prior to the imposition or collection of such an assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. Such resolution shall be distributed to the Members with the notice of such assessment. In no

event shall such resolution become effective against the Declarant so long as the Declarant owns any Lot(s) within the Properties unless the Declarant consents in writing by executing any such resolution.

8.6 Authority to Assess Owners; Date of Commencement of Assessments; Time of Payment. The Declarant hereby establishes and the Association is authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. Subject to Section 8.1 and 8.8, the obligation to pay the assessments provided for herein shall commence as to all Lots on the first day of the month following the first conveyance of a Lot to an Owner. The first annual assessment shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Lot.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his or her Lot, the Board may require the outstanding balance on all assessments to be paid in full immediately.

8.7 Personal Obligation.

(a) Subject to the provisions of Section 15.5 hereof:

Each Owner, by accepting a deed of conveyance or entering into a recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a rate of eighteen percent (18%) per annum or such other rate as the Board may establish, subject to the limitations of Wyoming law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Lot until paid in full. Upon a transfer of title to a Lot, the grantee shall not be personally liable for any assessments and other charges due at the time of conveyance unless expressly assumed by him/her, but such transferred Lot shall remain subject to any liens imposed upon it pursuant to Section 8.9 herein. No first Mortgagee who obtains title to a Lot by exercising the remedies provided in its Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

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

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

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

(b) **Declarant's Obligations for Assessments.** The Declarant is subject to the payment of assessments against Lots which it owns. The Declarant shall not be exempt from the payment of that portion of any assessment which is for the purpose of defraying expenses and reserves directly attributable to the existence and use of the Common Area and any Lot owned by the Declarant.

8.8 Lien for Assessments. Each Owner, by his or her acceptance of a deed of conveyance to a Lot, hereby vests in the Association and its agents the right and power to bring all appropriate actions against such Owner personally for the collection as a debt of any unpaid and delinquent billings for Base Assessments, Common Assessments, Special Assessments, interest, late fees, enforcement costs and other charges owing by such Owner in accordance with the terms hereof. Additionally, in order to secure payment of any billings for Base Assessments, Common Assessments, as well as Special Assessments, interest, late fees, enforcement costs and other charges due hereunder, Declarant hereby retains, and each Owner by his or her acceptance of a deed to a Lot, hereby grants the Association and its agents a lien for such Base Assessments, Common Assessments, Specific Assessments, as well as Special Assessments, interest, late fees, enforcement costs and other charges for which such Owner is responsible under the terms hereof. The Board, acting on behalf of the Association, is authorized to record a notice of any unpaid amounts secured by such lien in the office of the County Clerk of Teton County, Wyoming, which shall include a description of the applicable Lot and the name of the Owner thereof and the basis for the amount of the lien. Said lien shall be enforceable by the Association or its agents through all appropriate methods available under applicable Wyoming law for the enforcement of such liens, including without limitation, non-judicial foreclosure pursuant to Wyoming Statutes (as amended from time to time), and the Declarant and each such Owner hereby expressly grant to the Association a power of sale in connection with said lien. The Association may designate a trustee in writing from time to time to post or cause to be posted the required notices and to conduct such foreclosure sale. The trustee may be changed at any time and from time to time by an instrument in writing and signed by the President or a Vice President of the Association and attested by the Secretary or any Assistant Secretary of the Association and filed for record in the Public Records. The lien herein retained and granted is and shall be expressly subordinate in all respects to any Mortgage predating the charge in question (as evidenced by the recording date of a notice of unpaid assessments in the Public Records) except that no lien shall interfere with the rights of a Permitted Mortgagee. Any holder of a Mortgage that predates the date of the charge in question

and who acquires title to a Lot through foreclosure of its Mortgage or acceptance of a deed in lieu of foreclosure thereunder, shall not be liable for the unpaid portion of any such charges relating to the Lot in question that arose prior to such acquisition. Additionally, after any such foreclosure or deed in lieu of foreclosure, such Lot shall remain subject to this Declaration and the above-described lien and the new Owner of such Lot shall thereafter be personally liable for all charges of the type described above which relate to such Lot and which become due after such new Owner acquires title to said Lot by foreclosure or by acceptance of a deed in lieu of foreclosure. Except as otherwise provided above as to holders of Mortgages or by applicable law, no sale or transfer of any Lot shall (a) relieve any Owner thereof from personal liability for any of such unpaid charges attributable to the applicable Lot which become due prior to the date of such sale or transfer or (b) satisfy or extinguish the above-described lien in respect of such unpaid charges.

PART FOUR: COMMUNITY DEVELOPMENT

ARTICLE IX – ADDITIONAL COVENANTS

9.1 Additional Covenants and Easements. The Declarant may subject any portion of the Properties to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through the various Assessments as provided for herein. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration. If the property is owned by someone other than Declarant, then the consent of the Owner(s) shall be necessary and shall be evidenced by their execution of the Supplemental Declaration. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

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

ARTICLE X – ADDITIONAL RIGHTS RESERVED TO DECLARANT

10.1 Withdrawal of Property. Prior to the sale of the first Lot to a person not affiliated with the Declarant, the Declarant reserves the right to amend this Declaration, without prior notice and without the consent of any Person, for the purpose of removing property then owned by the Declarant, its affiliates, or the Association from the coverage of this Declaration, to the extent originally included in error or as a result of any changes in the Declarant's plans for the Properties, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Properties.

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

10.4 Right to Approve Changes in Community Standards. No amendment to or modification of any Master Rules and Regulations or Design Guidelines shall be effective without prior notice to and the written approval of Declarant so long as the Declarant owns Lots subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1.

10.5 Right to Transfer or Assign Declarant Rights. Any or all of the special rights and obligations of the Declarant set forth in this Declaration may be transferred in whole or in part to other Persons; provided, the transfer shall not reduce an obligation or enlarge a right beyond that which the Declarant has under this Declaration. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise, on a one-time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to record any written assignment unless necessary to evidence Declarant's consent to such exercise.

PART FIVE: PROPERTY RIGHTS WITHIN THE COMMUNITY

The nature of living in a planned community requires the creation of special property rights and provisions to address the needs and responsibilities of the Owners, the developer, the Association, and others within or adjacent to the community.

ARTICLE XI - EASEMENTS

11.1 Easements in Common. The Declarant grants to each Owner a non-exclusive right and easement of use (subject to the rights of other Owners, Members and the Association), access, and enjoyment in and to the Common Area, subject to:

- (a) The Governing Documents and any other applicable covenants;
- (b) Any restrictions or limitation contained in any deed conveying such property to an Owner Association; and
- (c) The right of the Board to adopt rules regulating the use and enjoyment of the area of the Common Area.

Any Owner may extend his or her right of use and enjoyment of the Common Area to the members of his or her family, and social invitees, as applicable, subject to reasonable regulation by the Board.

11.2 Easements for Drainage, Utilities.

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

(b) The Declarant reserves for itself, so long as the Declarant owns any property described on **Exhibit "A"** of this Declaration, and grants to the Association and all utility providers, perpetual non-exclusive easements throughout all of the Properties (but not through a Building) to the extent reasonably necessary for the purpose of:

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

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

(iii) Access to read utility meters.

(c) Declarant also reserves for itself the non-exclusive right and power to grant and record in the Public Records such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any property described on **Exhibit "A"**.

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

11.3 Easements for Maintenance, Emergency and Enforcement. The Declarant grants to the Association easements over the Common Area and Lots as necessary to enable the Association to fulfill its maintenance responsibilities under Section 7.2. The Association shall also have the right, but not the obligation, to enter upon any Lot, but not to enter any structure thereon, for emergency, security, and safety reasons and to inspect for the purpose of ensuring compliance with and to enforce the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

11.4 Easements for Cross-Drainage. Every Lot 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 Lot to increase materially the drainage of storm water onto adjacent portions of the Properties without the consent of the Owner(s) of the affected property and the Board.

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

11.6 Easement for Encroachments. Every Unit shall be burdened with an easement for roof and eave overhangs, foundation, footer and wall encroachments and any and all other structural encroachments created by the platting of the Properties as a townhome subdivision.

11.7 Reservation for Future Easements and Assessments. The Declarant hereby reserves the right to grant a future easement to reconfigure current access to the property in conjunction with future development of adjacent properties. Each Owner, by accepting a deed for their Lot, agrees to be bound to pay their proportionate share of any special assessment necessary to pay the costs of improving any such easement and reconfiguration of access to the Properties.

11.8 Easements for Common Area. Effective upon construction of a Building on a Lot, those portions of the Lot not burdened by a Building and all appurtenant above ground improvements shall be deemed to be burdened with a common area easement such that those portions of a Lot are Common Area for purposes of use and enjoyment by Owners and occupants of Units and for purposes of maintenance by the Association.

PART SIX: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY

The growth and success of Powderhorn Housing Addition to the Town of Jackson, Wyoming as a community in which people enjoy living, working, and playing requires good faith efforts to resolve disputes amicably, attention to and understanding of relationship within the community and with our neighbors, and protections of the rights of others who have an interest in the community.

ARTICLE XII – DISPUTE RESOLUTION AND LIMITATION ON LITIGATION

12.1 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 Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the Governing Documents (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.

12.2 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, “Bound Parties”) agree to encourage the amicable resolution of disputes involving the Properties, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances or disputes described in Section 12.3 shall be resolved using the procedures set forth in Section 12.4 in lieu of filing suit in any court.

12.3 Claims. Unless specifically exempted below, all Claims arising out of or relating to the interpretation, application or enforcement of the Governing Documents, or the rights, obligations and duties of any Bound Party under the Governing Documents or relating to the design or construction of improvements on the Properties shall be subject to the provisions of Section 12.4.

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 12.4:

(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 Article III and Article IV;

(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 Governing Documents, 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 12.4, 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

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 12.4.

12.4 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; and
4. That Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim; and
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 auspice of an independent mediation agency providing dispute resolution services in 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 binding decision within ten (10) days of the last offer. This decision shall bind the parties and may be reduced to judgment. The judgment may be enforced by a court of law after the procedures described in Section 12.6 have been exhausted.

12.5 Allocation of Costs of Resolving Claims.

(a) Subject to Section 12.5(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) Any Award which is equal to or more favorable to Claimant than Claimant's Settlement Demand shall add Claimant's Post Mediation Costs to the Award, such costs to be borne equally by all Respondents. Any Award which is equal to or less favorable to Claimant than any Respondent's Settlement Offer shall award to such Respondent its Post Mediation Costs.

12.6 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 or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in Section 12.4. 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) at all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys' fees and court costs.

12.7 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 Area, (c) damage to the Lots which arises out of, or is integrally related to, damage to the Common Area, or (d) any other civil claim or action.

ARTICLE XIII – AMENDMENT OF DECLARATION

13.1 By Declarant. In addition to specific amendment rights granted elsewhere in this Declaration, until conveyance of the sixth Lot to an Owner unaffiliated with Declarant, Declarant may unilaterally amend or repeal this Declaration for any purpose. Additionally, the Declarant may unilaterally amend this Declaration if such amendment is necessary to (i) bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage on the Properties; (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 Lots; or (iv) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner thereof shall consent in writing.

13.2 By Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of at least seventy-five percent (75%) of the Members.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

13.3 Validity and Effective Date. No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within thirty (30) days of its recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

13.4 Exhibits. The Exhibits attached to this Declaration are incorporated by this reference and amendment of such exhibit shall be governed by this Article. All other exhibits are attached for informational purposes any may be amended as provided herein or in the provisions of this Declaration which refer to such exhibits.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration the date and year first written above.

POWDERHORN HOUSING LLC, a Wyoming limited liability company,

By: _____
Name: _____
Title: _____

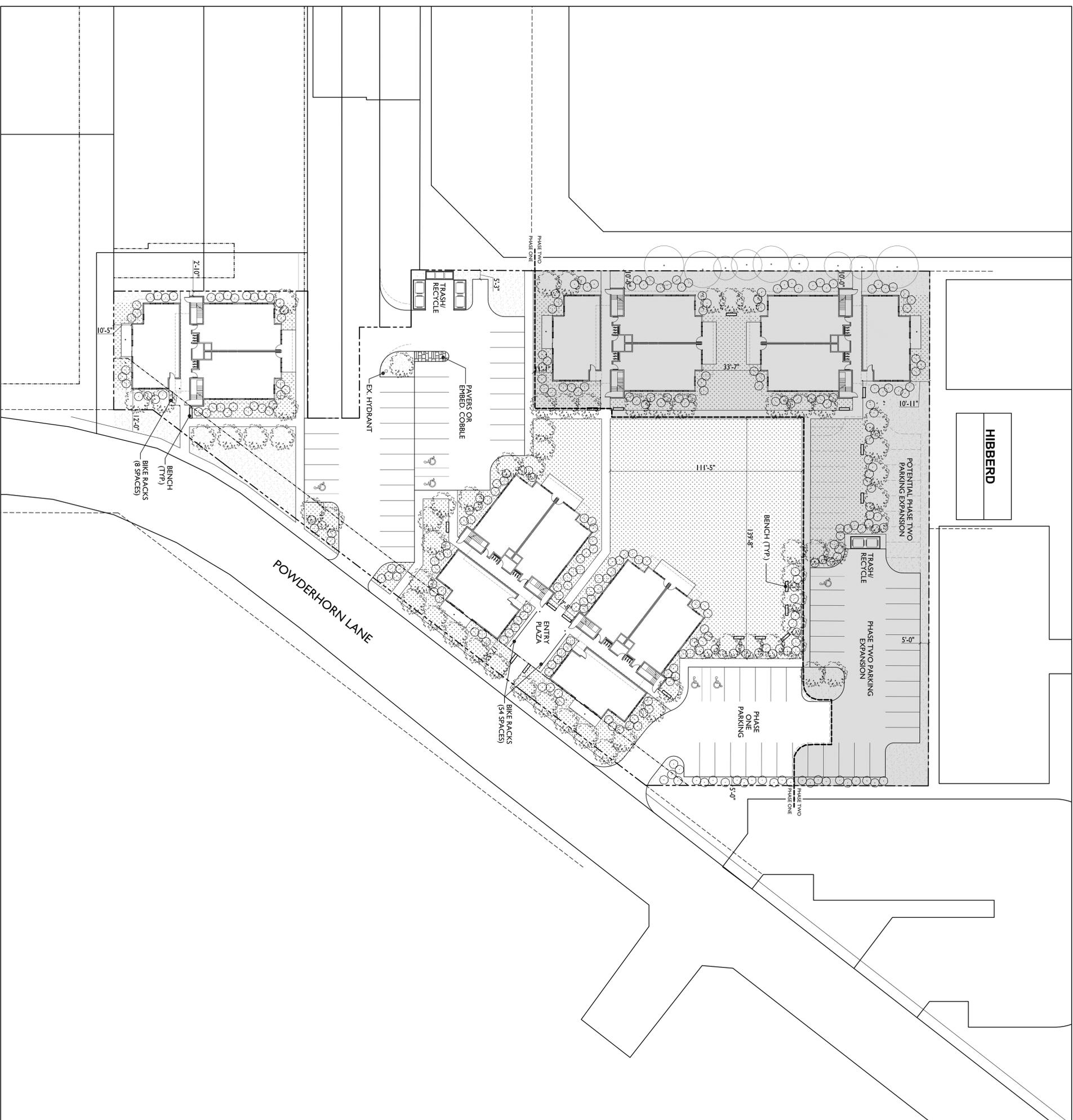
STATE OF WYOMING)
 ss.)
COUNTY OF TETON)

On _____, 2016, before me, _____, Notary Public, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument, the person or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

My commission expires:



LEGEND

- Property Boundary
- Easement
- Existing Tree To Remain
- Phase Two

PLANT LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY	NOTE
	<i>Evergreen Trees</i>				
	<i>Populus tremuloides</i>	Aspen	4" CAL	66	B&B
	<i>Varied</i>	(Examples Below)	4" of Spec:	220	5' HT
	<i>Amelanchier alnifolia - Serviceberry</i>			74	3' HT
	<i>Prunus virginiana - Chokeberry</i>				
	<i>Symphoricarpos obulus - Snowberry</i>				
	GRASS SOD & SEED				
		Fescue Blend Sod			
		Native Grass Seed Mix			To be approved by JLC

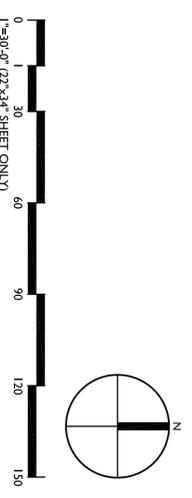
NOTES

46 Plant Units Required Phase One & Phase Two
 46 Total Units x \$2,600.00 Average Value of (1) Plant Unit = \$119,600

Proposed Plant Material & Site Appearance:
 Aspen - (66) 4" Caliper = 66 x \$550.00 = \$36,300
 Shrubs - (220) 5' HT = 220 x \$250.00 = \$55,000
 (74) 3' HT = 74 x \$175.00 = \$12,950

Benches - (19) 6' L Benches = 19 x \$550.00 (Price of Canopy Tree) = \$10,450
 Bike Racks - Total of 62 Bike Spaces / 6 Space Bike Rack = 10 Bike Racks x \$550.00 (Price of Canopy Tree) = \$5,500.00

TOTAL = \$120,200
EXCEEDS REQUIRED BY \$600,000 (0.23 Plant Units)



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 stanzz@zaistem.com
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 HERSHBERGER ARCHITECTURE P.A. MEMBER FIDELITY+THORNTON

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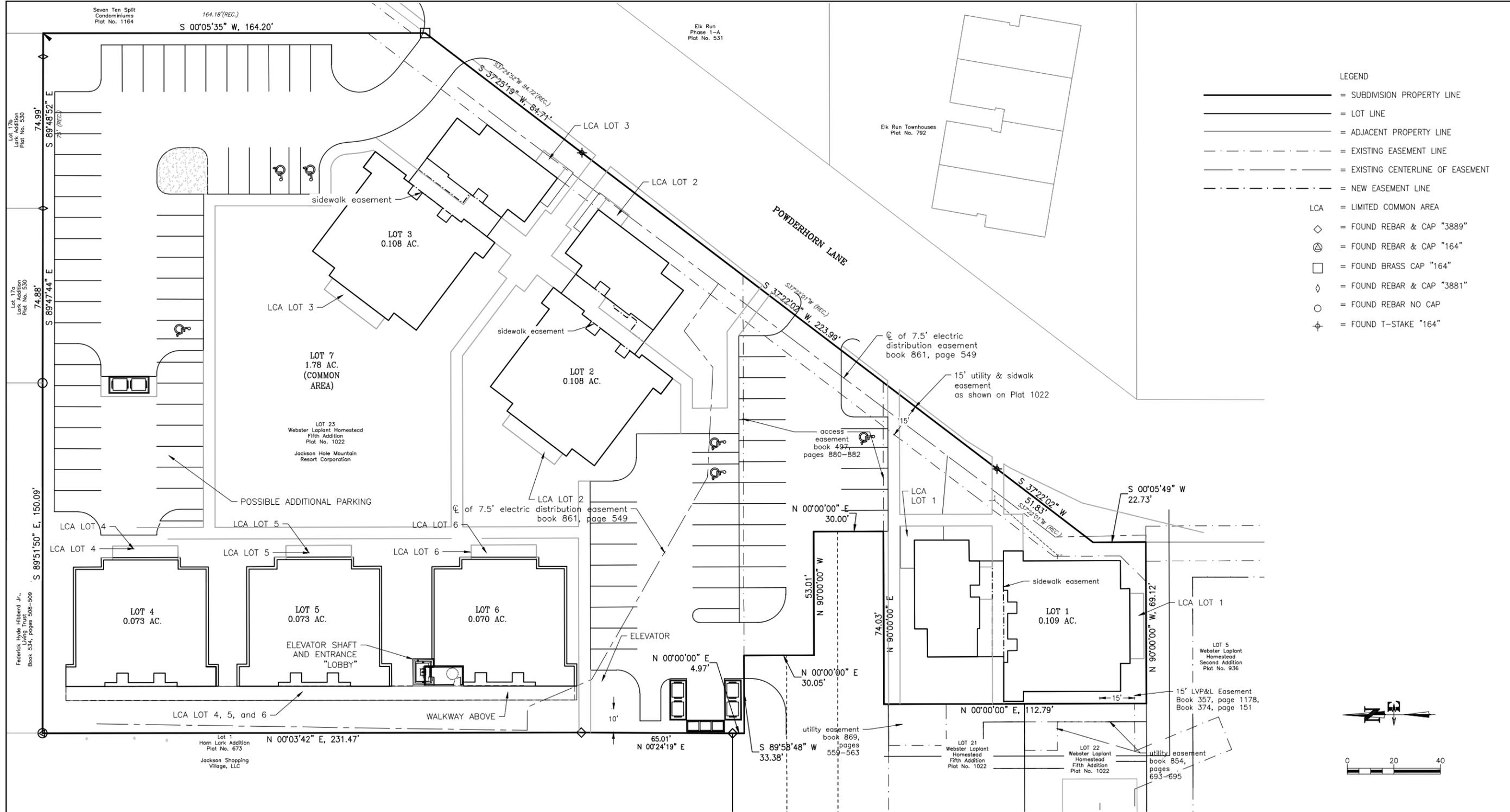
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 mcook@energymen.net

JACKSON HOLE

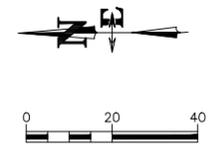
LOT 23, WEBSTER LAPLANT PUD
SKETCH PLAN AMENDMENT

Date April 4, 2013
L1.00

S:\Projects\13-02\13-013-02\13-013-02\13-013-02.dwg (sketch plan) - Feb 18 2016 10:50:03 am PLOTTED BY: sarah@n



- LEGEND
- = SUBDIVISION PROPERTY LINE
 - = LOT LINE
 - = ADJACENT PROPERTY LINE
 - - - = EXISTING EASEMENT LINE
 - - - = EXISTING CENTERLINE OF EASEMENT
 - - - = NEW EASEMENT LINE
- LCA = LIMITED COMMON AREA
- ◇ = FOUND REBAR & CAP "3889"
 - ⊕ = FOUND REBAR & CAP "164"
 - = FOUND BRASS CAP "164"
 - ◇ = FOUND REBAR & CAP "3881"
 - = FOUND REBAR NO CAP
 - ⊕ = FOUND T-STAKE "164"



POWDERHORN HOUSING
 addition
 to the Town of Jackson
 a townhouse subdivision of
 Lot 23 of Webster LaPlant Homestead
 Fifth Addition to the Town of Jackson,
 Plat no. 1022

located within
 a portion of the
 SE1/4 of Section 32,
 T41N, R116W, 6th P.M.,
 Town of Jackson,
 Teton County, Wyoming

DATE	SURVEYED	ENGINEERED	DRAWN	CHECKED	APPROVED
2-19-16	NE	RN	SK	MJC	MJC

NELSON ENGINEERING
 P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

DRAWING TITLE
 Sketch Plan

JOB TITLE
 Powderhorn Housing a subdivision of
 Lot 23 of Webster LaPlant Homestead
 Fifth Addition to the Town of Jackson

DRAWING NO
 13-013-02