



# TOWN OF JACKSON PLANNING & BUILDING DEPARTMENT

## TRANSMITTAL MEMO

**Town of Jackson**

- Public Works/Engineering
- Building
- Title Company
- Town Attorney
- Police

**Joint Town/County**

- Parks and Recreation
- Pathways

**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: May 31, 2016</p> <hr/> <p>Item #: P16-066</p> <hr/> <p>Planner: Tyler Valentine</p> <p>Phone: 733-0440 ext. 1305</p> <p>Fax: 734-3563</p> <p>Email: <a href="mailto:tvalentine@ci.jackson.wy.us">tvalentine@ci.jackson.wy.us</a></p> <hr/> <p><b>Applicant</b> Destin Peters PO Box 9605 Jackson WY 83001 307-690-0498 <a href="mailto:destin@enclosurestudio.com">destin@enclosurestudio.com</a></p> <p><b>Owner</b> John &amp; Jennifer Hoover PO Box 2850 Jackson, WY 83001 307-690-3473 <a href="mailto:John.hoover@rex-corp.net">John.hoover@rex-corp.net</a></p>	<p style="text-align: center;"><b>REQUESTS:</b></p> <p>The applicant is submitting a request for a Development Option Plan, Subdivision Plat for the property located at 472 Henley Road, legally known as LOT 12, EASTRIDGE ADDITION.</p> <p>For questions, please call Tyler Valentine at 733-0440, x1305 or email to the address shown below. Thank you.</p>
<p><b>Please respond by: June 15, 2016 ( for Sufficiency) June 22, 2016 (with Comments)</b></p>	

**RESPONSE:** For Departments not using Trak-it, please send responses via email to: [jcarruth@ci.jackson.wy.us](mailto:jcarruth@ci.jackson.wy.us)



**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](http://www.townofjackson.com)

<b>For Office Use Only</b>		
Fees Paid _____		
Check # _____	Credit Card _____	Cash _____
Application #s _____		

**PROJECT.**

Name/Description: Hoover Townhomes Addition to The Town of Jackson  
Physical Address: 472 Henley Drive  
Lot, Subdivision: Lot 12, Eastridge Addition PIDN: 22-41-16-34-1-48-010

**OWNER.**

Name: John & Jenifer Hoover Phone: 307.690.3473  
Mailing Address: PO Box 2850, Jackson, Wy ZIP: 83001  
E-mail: John.Hoover@rex-corp.net

**APPLICANT/AGENT.**

Name: Destin Peters Phone: 307.690.0498  
Mailing Address: PO Box 9605, Jackson, Wy ZIP: 83002  
E-mail: destin@enclosurestudio.com

**DESIGNATED PRIMARY CONTACT.**

Owner  Applicant/Agent

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

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

**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.

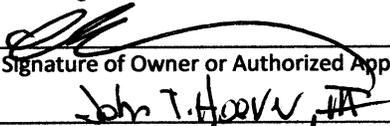
**FORMAT.**

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  
John T. Hoover, III  
 Name Printed

5/25/16  
 Date  
Individual  
 Title



**Application Submittal Checklist for a  
SUBDIVISION PLAT (S/D)  
Planning & Building Department  
Planning Division**

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

**APPLICABILITY.** *This checklist should be used when submitting an application for a **Subdivision Plat** or when submitting an application to amend an existing subdivision plat. The purpose of the subdivision plat procedure is to ensure that the subdivision of land and airspace complies with the purpose and standards of the LDRs and State statute. The subdivision plat process also ensures orderly land records, proper recordation of land ownership and property owner association records, and provision of rights-of-way for streets and utilities.*

**When is a Subdivision Plat required?**

A subdivision plat is required for all division of land or airspace, including condominium and townhouse subdivisions, unless the division meets the standards for an Exempt Land Division (see Section 8.5.4) or a Boundary Adjustment (see Section 8.5.5). Development options that require a subdivision plat are identified in the standards for each zone, found in Articles 2-4, Subsection D.4, Permit Requirement Thresholds.

**Do I need a Pre-Application Conference first?**

A Pre-Application Conference is not required prior to submittal, but an applicant may request a pre-application meeting to discuss the requirements and applicable regulations with Planning Staff. This is encouraged for applicants who are unfamiliar with the regulations and the planning process. If a Pre-Application Conference is held, this checklist may be modified by staff to reflect the specifics of your project.

**Note:** *The form and content of a subdivision plat is established by Wyoming state statute and the LDRs, and review of a subdivision plat is a technical review. Strict adherence to the standards and submittal requirements outlined in this checklist is required.*

**FINDINGS FOR APPROVAL.** *The application shall include a narrative statement addressing each of the applicable Findings for Approval, found in **Section 8.5.3, Subdivision Plat.***

A plat shall be approved upon a finding the proposed plat:

1. Is in substantial conformance with an approved development plan or development option plan;
2. Complies with the standards of this Section.
3. Complies with the subdivision standards of Div. 7.2.; and
4. Complies with all other relevant standards of these LDRs and other Town Ordinances.

**GENERAL INFORMATION.**

**Title Report.** A title report or title certificate prepared within the last six months that includes evidence of all easements and deed restrictions on the property and for access and utilities across any properties not under the control of the owner or applicant to the development from a dedicated public road. Copies of the documents referenced in the report should not be submitted unless requested by the planner during review. Applications for amendment of a Subdivision Plat may be exempt from the requirement to include a title report, depending on circumstances. Check with the Planning Department for confirmation.

## INITIAL SUBMITTAL.

**The initial application submittal for a new subdivision plat or amendment to a subdivision plat which constitutes a vacation requiring a new plat map shall include the following:**

- \_\_\_\_\_ **Plat Map.** One copy of the proposed subdivision plat map, prepared to the standards outlined in the Administrative Manual. The initial plat map submittal shall be on paper, rather than mylar. The applicant may be required to submit additional hard copies of the plat if requested by the Technical Review Committee.
- \_\_\_\_\_ **Notice of Intent.** Evidence that the applicant has published a "Notice of Intent to Subdivide" once each week for 2 weeks within 30 calendar days prior to filing this application, pursuant to Wyoming statutes as amended.
- \_\_\_\_\_ **Subdivision Improvements Agreement.** If applicable, the proposed Subdivision Improvements agreement, prepared in the form established in the Administrative Manual.
- \_\_\_\_\_ **Documents to be Recorded.** Copies of any documents to be recorded with the subdivision plat, in draft form, including, but not limited to: affidavits of owner, mortgagee, or surveyor; covenants, conditions and restrictions (CC&Rs); conservation easements, well easements, access easements, etc.

**The initial application submittal for an amendment to a subdivision plat where no new plat map is required shall include the following:**

- \_\_\_\_\_ **Request.** A narrative explanation of the proposed vacation, including the plat number, sheet number, and reason for the proposed request.
- \_\_\_\_\_ **Notice of Intent.** Evidence that the applicant has published a "Notice of Intent to Subdivide" once each week for 2 weeks within 30 calendar days prior to filing this application, pursuant to Wyoming statutes as amended.
- \_\_\_\_\_ **Instrument.** A draft partial vacation instrument, based on the form provided in the Administrative Manual, to be recorded to document the approval.
- \_\_\_\_\_ **Documents or Exhibits to be Recorded.** Draft copies of any other documents or exhibits to be recorded with the partial vacation instrument, including, but not limited to, building envelope maps, easements, etc.

**PRE-HEARING PACKET SUBMITTAL.** *The following shall be delivered to the Planning Department no later than 9:00am the business day before the Town Council packets go out for the scheduled public hearing on the proposed subdivision plat or amendment:*

- \_\_\_\_\_ **Plat Map.** Six (6) 11x17 copies of the plat map and a letter from the surveyor identifying all corrections requested in the Departmental Reviews, for the Town Council packets. The map should be printed on paper, not mylar.

**HEARING SUBMITTAL.** *The following shall be delivered to the Planning Department no later than 9:00am the business day before the scheduled public hearing:*

- \_\_\_\_\_ **Mylar Plat Map.** The original mylar, fully signed and notarized, apart from the final signature required by the Town Council.
- \_\_\_\_\_ **Original Documents.** Signed and notarized original documents to be recorded with the plat.

**PRIOR TO RECORDING.** *Prior to recording of the plat and associated documents with the County Clerk, the following must be provided to the Planning Department:*

- \_\_\_\_\_ **Survey in digital format.** An Autocad compatible DXF or DWG file must be provided for all subdivision plats and maps of survey. The DXF or DWG file must include all boundary, lot, unit and easement lines of the subdivision or survey.
- \_\_\_\_\_ **Payment of Fees.** Payment of all fees associated with plat review, including technical review fees, neighbor notice fees, exactions, and/or required performance bonds or other financial assurances.

Destin Peters  
Enclosure Studio  
PO Box 9605  
Jackson, WY 83002

May 24, 2016

Town of Jackson Planning Department  
PO Box 1687, 150 E. Pearl Ave.  
Jackson, WY 83001

RE: Hoover Townhomes, 472 Henley Dr.

Town of Jackson Planning Department,

The following is our response to the Subdivision Plat checklist and a brief description of the proposed townhouse subdivision of Lot 12, Eastridge Addition to the Town of Jackson.

The subject property is at 472 Henley Drive in Jackson. The lot is zoned Suburban Residential and currently platted as a TZL (Twin Zero Lot Line) property, allowing two dwelling units. We are requesting subdivision of the lot into three parcels, two townhomes and one common area lot. The property is bordered by Eastridge Addition properties on three sides and the Senior Center of Jackson Hole to the west. The project was permitted in March of 2015 and is currently under construction with an anticipated completion date of July 2016.

It is our understanding this submittal for the Hoover Townhouse subdivision satisfies the findings for approval based on the following:

1. The project is in substantial conformance with the regulations of the previously approved and platted Eastridge Addition development as evidenced by approval by the Eastridge Architectural Committee on March 21, 2014 and awarded Town of Jackson Building Permit, number B15-0022, on March 27, 2015.
2. This submittal complies with the requirements of Town of Jackson LDR Section 8.5.3, as; a). Our plat contains all requirements of Wyo. SS 18-5-303 & 34-12-103 as certified by Jorgensen Associates of Jackson, Wyoming and b). No Subdivision Improvements Agreement is necessary as both dwelling units will be accessed from Eastridge Subdivision's existing road infrastructure and will access Eastridge's existing utility infrastructure.
3. This submittal confirms conformance with Town of Jackson LDR Section 7.2.4, as; a). Our preliminary plat accompanies this submittal, b). A report has been prepared and submitted to the Town of Jackson Building Department addressing Building and Fire Code Applicability. That report is also included in this submittal. c). The units are currently under construction, no Tenant Notification is required. d). Site compliance is demonstrated by our previous HOA and Town of Jackson Building Permit approvals. e). Our proposed subdivision includes an undivided interest in common area Lot 3 per the attached draft CCR's, our townhome lots match the size of the footprint of our approved unit and the proposed location of the townhome lots have been submitted to the Building Official for review.

Please contact me with any questions or concerns at any time.

Sincerely,

Destin Peters  
307.690.0498  
destin@enclosurestudio.com

Destin Peters  
Enclosure Studio  
PO Box 9605  
Jackson, WY 83002

May 24, 2016

Steve Haines  
Building Official  
Town of Jackson Building Department  
PO Box 1687, 150 E. Pearl Ave.  
Jackson, WY 83001

RE: Hoover Townhomes, 472 Henley Dr.

Dear Steve,

Since this project is new construction, and since our intent has been to design and construct the project as townhomes from project inception through permitting and construction, we hope this letter and the accompanying revised drawings shall serve dual purpose to satisfy ToJ LDR 7.2.4-B.1 "Report on Building", as well as demonstrate the structure satisfies the 2012 IRC requirements to permit a townhome subdivision.

The homes are permitted and built as 2012 IRC R-3, VB Construction with fire sprinklers and are not in the Wildland Urban Interface. Each unit has it's own, completely separate, fire sprinkler system, sewer/water service, natural gas service and electrical service. Furthermore, each unit is discrete from foundation to roof, open to two or more sides (actually three) and has it's own access directly to the exterior. Upon successful subdivision, the units will be separated by a property line and will have their own addresses.

When fully reviewing the applicable code sections, it is our understanding that the current construction as designed and built, results in no further requirements to approve the structure as separate townhomes. We've arrived at this conclusion based on the following:

1. Our double 1" thick, Shaftliner Panels referenced in our Party Wall detail was overbuilt for additional sound ratings (STC) between units. In addition to the increased sound ratings, the Shaftliner Panels also provide a 2-hr separation between dwelling units. The 2-hr rating, where only 1-hr is required, along with fire sprinklers, far exceeds code.
2. 2-hr Party wall is continuous between units from foundation to roof and is tight against the exterior walls.
3. No structural elements, plumbing, mechanical or electrical infrastructure penetrate the Party Wall's 2-hr membrane or communicate between units.
4. The walls above and walls parallel to the Party Wall and less than 3' from the property line are of 1-hr construction, comprised of 2x stud walls or SIP panels faced with additional 5/8" DensGlass Fireguard sheathing at the exterior and 5/8" Toughrock Fireguard Gyp. Board at the interior.

5. All roof surfaces adjoining party wall are constructed with fire resistant plywood within 48" of the party wall and clad with Class 'C' or better roofing.
6. Per the Building Department review mentioning R302.2, we've satisfied the exemption from parapet requirement for townhomes at roof on proposed property line due to use of Class C roofing, fire retardant roof sheathing and no roof penetrations within 48" of the future property line. Fascia and underside of soffits within 48" of future property line are faced with 5/8" DensGlas Fireguard Sheathing. While this exemption only calls for this detail to apply to roof overhangs within 30" vertically of the lower roof, for architectural consistency, we've continued the DensGlas on all soffits and fascias above the 30" mark and far beyond 48" of the proposed property line - again exceeding code.
7. In addition to the above, the owner's desire for robust construction has provided a building that far exceeds code minimum in many other areas. Areas where construction is over and above minimums include; each floor system in each unit provide 1 1/2" continuous gypcrete above and 5/8" Toughrock Fireguard Gyp Board below (1hr assembly), 5/8" Toughrock Fireguard Gyp. Board at most interior surfaces including our party wall (providing an additional hour of fire protection), 100% fire sprinkler coverage and finally, use of stronger polyurethane blown SIPS vs standard eps adhered SIPS.

Note the drawings accompanying this submittal are not intended to change the original design. They are solely revised with further detail added per the as-built construction and per your request upon our application for our second building permit. These drawings are an addendum to the previously approved "Hoover Townhomes" construction documents the building department currently has on file.

In summary, we hope we have provided adequate code support showing we exceed the requirements for a townhome party wall and thusly a townhome subdivision. Please call or email with any questions.

Sincerely,

Destin Peters  
Enclosure Studio  
307.690.0498  
destin@enclosurestudio.com

# DRAFT

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HOOVER TOWNHOUSE ADDITION

This is a Declaration of Covenants, Conditions and Restrictions regulating and controlling the use and development of real property known as Hoover Townhouse Addition to the Town of Jackson, Wyoming according to that plat filed in the Office of the Teton County Clerk as Plat No XXX: made effective on the filing hereof, by John and Jenifer Hoover, husband and wife, the owners of Hoover Townhome Addition, hereinafter referred to as "Declarant".

Section 1. Purpose. Declarant is the owner of Hoover Townhouse Addition which has been approved by the Town of Jackson, Wyoming, for two single family attached townhouse units which will each share a party wall on their respective Lots 1 and 2 thereof. The subject property is presently encumbered and is subject to that Declaration Of Covenants, Conditions And Restrictions Eastridge Addition To The Town Of Jackson filed on August 29, 1991 as Plat No. 730 (original covenants). Those covenants do not provide for maintenance of party walls or other shared elements. It is the intent of this filing of additional covenants that the original covenants be supplemented and not superseded.

Section 2. Declaration. Declarant hereby declares that Hoover Townhouse Addition, and any part thereof, shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following additional covenants, conditions, and restrictions. These additional covenants shall run with Hoover Townhouse Addition, or any portion thereof, and shall be binding upon all parties having or acquiring any legal or equitable interest in or title to property, and shall inure to the benefit of all the owners of the property or any part thereof.

Section 3. Party Wall Maintenance. (a) Each wall which will be built as a part of the original construction of the two single family attached townhome units on each lot which constitutes the dividing line between the units built thereon shall constitute a party wall.

(b) The costs of routine repair and maintenance of a party wall shall be equally shared by the owners of the single family attached units. Each party is licensed by the other to enter on the other party's premises at reasonable times to make necessary excavations or do other work necessary to repair or restore the party wall. The general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The right of any owner to contribution from any other owner under these covenants shall be appurtenant to and run with the land.

(c) The exterior of the single family attached units shall be maintained in accordance with the general standards set forth in Article VII, Design And Architectural Standards, of the original covenants.

Section 4. Insurance. Each owner of a single family attached townhouse unit shall keep their respective unit insured against loss by fire, with extended coverage provisions, to the full insurable value thereof, with the Eastridge Homeowner's Association named as a co-insured. A copy of the insurance policy or any renewal documents shall be supplied to Eastridge Homeowner's Association on an annual basis. In the event that an owner fails to maintain insurance on the unit to its full insurable value, the Eastridge Homeowner's Association or the Hoover Townhouse Owner's Association may procure the insurance in which event the amount paid by the association shall constitute a lien upon the unit pursuant to Article V, Covenant For Maintenance Assessments, of the original covenants.

Section 5. Association. A non-profit Townhouse Owner's Association shall be created by the Declarant and every person or entity who is a record owner of a Hoover Townhouse which is subject by these covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security [or the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of the townhouse unit which is subject to assessment. The rights, duties, assessments and other obligation of the Association shall be governed by these Covenants and by the Articles of Incorporation, together with its general powers as a non-profit corporation, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Articles, Bylaws and these Covenants, and to do any and all lawful things which may be authorized, required or permitted to be done by the Association. The Association shall accept ownership of any common services or area that may be deeded or dedicated by the Declarant to the Association including but not limited to Lot 3. The purpose of the Association shall primarily be for maintenance of the common areas and party walls, and such other uses as are reasonably necessary in creating and maintaining two townhouse units (one on Lot 1 and one on Lot 2) and the common areas including Lot 3. The Association may levy dues as needed to maintain the common areas and party walls.

Section 6. Indemnification. The costs to the Association shall include all costs to indemnify and save harmless Declarant, the officers and Board of Directors of the Association and agents thereof, their successors and assigns, from and against any and all claims, suits, actions, damages and/or causes of action arising from any personal injury, loss of life and/or damage to property sustained on or about the property, if any, or any appurtenances thereto or arising out of the installation, operation or maintenance of Common Services from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense at any levels of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein. Included in the foregoing provisions for indemnification are any expenses that Declarant, officers and Board of Directors of the Association and agents thereof, their successors and assigns, may be compelled to incur in bringing suit for the purpose of enforcing rights hereunder, or for the purpose of compelling the specific enforcement of the provisions, conditions, covenants and restrictions contained in these Covenants. Further, the costs to the Association of indemnifying the Declarant, officers and Board of Directors of the Association shall include all costs and expenses whatsoever incurred in the pursuance of their duties, obligations and functions hereunder and in any legal defense of such actions (including, without limitation, counsel fees and costs at all levels of any trial or proceeding, costs of investigation and discovery, and recovery, etc.).

Section 7. Enforcement. The Eastridge Homeowner's Association, the Brice Townhomes Owner's Association, and each townhouse unit owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these additional covenants all in accordance with Article X, Enforcement. Duration and Amendment, of the original covenants. Every owner of a townhouse unit hereby consents to the entry of an injunction, judgment or lien against him or her or his or her tenants or guests, to terminate and restrain any violation of these covenants or for the nonpayment of assessments due. Any lien imposed for nonpayment of assessments may carry interest at the highest rate allowed by law for consumer loans, plus all costs and attorney's fees. Any owner who uses or allows his or her lot to be used or developed in violation of these covenants further agrees to pay all costs incurred by the Board of Directors of the Association, Design Committee or other lot owner in enforcing these Covenants, including reasonable attorney's fees whether or not suit is actually filed.

IN WITNESS WHEREOF, This Declaration of Covenants, Conditions and Restrictions is executed this \_\_\_\_\_ day of July, 2016.

DECLARANT:

\_\_\_\_\_  
John Hoover

\_\_\_\_\_  
Jenifer Hoover

STATE OF WYOMING     )  
  )  
COUNTY OF TETON     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ of July 2016 by John Hoover and Jenifer Hoover, husband and wife.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission expires:

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

COUNTY OF TETON  
THE STATE OF WYOMING

**Kevin Olson**

Being duly sworn, deposes and says that he is the Publisher of the JACKSON HOLE NEWS & GUIDE, weekly newspaper published in Jackson in said county and state, and that the annexed Notice was published in 3 consecutive issues of said newspaper and not in a supplement, the first publication thereof being on May 11, 2016

Subscribed in my presence and sworn to before me this

25 Day of May, 2016.

*Kevin Olson*

KATHLEEN M. GODINES



Fee for publication \$ 109.20 Charge to the following:

Account No: 42232 Name: Enclosure Studio

Address: PO Box 9605 Jackson WY 83002

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with §18-5-306 Wyoming Statutes, John and Jenifer Hoover intend to apply for a permit to subdivide in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at 307-733-0440 for scheduled meeting dates. The proposed subdivision contains two townhomes and a common area. The project is located on 0.37 acres, (generally) described as Lot 12 of the Eastridge Addition to the Town of Jackson according to plat dated May 15, 1991, as Plat No. 730, and is located within the SE1/4 NE1/4 of Section 34, Township 41N Range 116W. The street address is 472 Henley Road.  
**Publish: 05/11, 05/18, 05/25/16**

**EASTRIDGE HOMEOWNERS ASSOCIATION**

**Site Committee**

**PO Box 11204**

**Jackson, Wyoming 83001**

March 21, 2014

Mr. John T. Hoover, III  
P.O.Box 2850  
Jackson, WY 83001

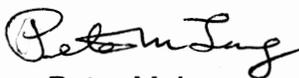
Dear Mr. Hoover,

We have reviewed your plans to build twin homes on Lot 12 of Eastridge; specifically, the architectural design prepared by Destin Peters and the engineering plans prepared by Jorgensen Associates. We are approving the proposed buildings as shown on the Peters plans, revision dated 1/30/2014, and the driveways and retaining walls as shown on Sheet C2.1 of the Jorgensen Associates plans dated 03/12/2014.

This approval is valid for a construction start within one year of the date of this letter. The approval may be renewed if needed upon application to this committee. According to the Site Committee Rules, the approval is not effective until a deposit of \$10,000.-- has been provided to the Eastridge Homeowners Association. Since the Board of the Association handles its finances, the deposit should be submitted to them. If you wish you may discuss with them the investment of the deposit in an interest-bearing account or otherwise.

Both the Town of Jackson and the Site Committee will need to check the field staking just prior to the start of construction. This is best accomplished by both parties at the same time. We ask you to coordinate these checks and suggest that you establish the date and time with the Town and then let us know immediately, so that we can ensure that one of our members is present.

Sincerely,

  
Peter M. Lang

  
Amy Fulwyler

  
Nick Centrella

**EASTRIDGE HOMEOWNERS ASSOCIATION**

**Site Committee**

**PO Box 11204**

**Jackson, Wyoming 83001**

March 21, 2014

Mr. John T. Hoover, III  
P.O.Box 2850  
Jackson, WY 83001

Dear Mr. Hoover,

We have reviewed your plans to build twin homes on Lot 12 of Eastridge; specifically, the architectural design prepared by Destin Peters and the engineering plans prepared by Jorgensen Associates. We are approving the proposed buildings as shown on the Peters plans, revision dated 1/30/2014, and the driveways and retaining walls as shown on Sheet C2.1 of the Jorgensen Associates plans dated 03/12/2014.

This approval is valid for a construction start within one year of the date of this letter. The approval may be renewed if needed upon application to this committee. According to the Site Committee Rules, the approval is not effective until a deposit of \$10,000.-- has been provided to the Eastridge Homeowners Association. Since the Board of the Association handles its finances, the deposit should be submitted to them. If you wish you may discuss with them the investment of the deposit in an interest-bearing account or otherwise.

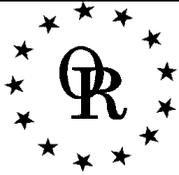
Both the Town of Jackson and the Site Committee will need to check the field staking just prior to the start of construction. This is best accomplished by both parties at the same time. We ask you to coordinate these checks and suggest that you establish the date and time with the Town and then let us know immediately, so that we can ensure that one of our members is present.

Sincerely,

  
Peter M. Lang

  
Amy Fulwyler

  
Nick Centrella



**Guarantee**

**SG 08007442**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN. Old Republic National Title Insurance Company, a Minnesota corporation, herein called the Company GUARANTEES the Assured named in Schedule A, against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

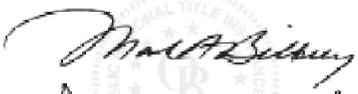
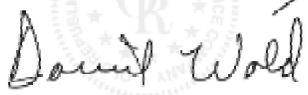
In witness whereof, Old Republic National Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned on Schedule A by an authorized officer or agent of the Company.

Issued through the Office of:

Jackson Hole Title & Escrow

\_\_\_\_\_  
Authorized Signature

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  *President*  
Attest  *Secretary*

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# GUARANTEE CONDITIONS AND STIPULATIONS

## 1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

## 2. Exclusions from Coverage of this Guarantee.

The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, alleys, lanes, ways or waterways in which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.  
  
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

## 3. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case any knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by such failure and then only to the extent of the prejudice.

## 4. No Duty to Defend or Prosecute.

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

## 5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title

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to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

- (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the rights to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured hereunder shall secure to the Company the right to prosecute or provide defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

## **6. Proof of Loss or Damage.**

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within 90 days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

## **7. Options to Pay or Otherwise Settle Claims: Termination of Liability.**

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

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.  
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase the indebtedness,

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the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

(b) **To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.**

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

## **8. Determination and Extent of Liability.**

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to the defect, lien or encumbrance assured against by this Guarantee.

## **9. Limitation of Liability.**

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

## **10. Reduction of Liability or Termination of Liability.**

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

## **11. Payment of Loss.**

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

## **12. Subrogation Upon Payment or Settlement.**

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

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

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

### **13. Arbitration.**

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the Amount of Liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

### **14. Liability Limited to this Guarantee; Guarantee Entire Contract.**

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

### **15. Notices, Where Sent.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to: Old Republic National Title Insurance Company, 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## Full Recorded Owner Guarantee - Wyoming

### Schedule A

File No.	Liability	Fee	Reference	Guarantee No.
590051JAC	\$1,000.00	\$250.00	Hoover FROG	<b>SG</b> 08007442

1. Name of Assured: John T. Hoover, III and Jenifer L. Hoover
2. Date of Guarantee: 05/03/2016 at 8:00 A.M.
3. The estate or interest in the land hereinafter described is: Fee Simple.
4. Title to said or estate or interest at the Date hereof is vested in:  

John T. Hoover, III and Jenifer L. Hoover, husband and wife
5. The land referred to in this Guarantee is situated in the County of Teton, State of Wyoming and is described as follows:

**Lot 12 of the Eastridge Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on August 29, 1991 as Plat Number 730.**



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## Full Recorded Owner Guarantee - Wyoming

### Schedule B-I Exceptions/Recorded Documents

File No.	Liability	Fee	Reference	Guarantee No.
590051JAC	\$1,000.00	\$250.00	Hoover FROG	SG 08007442

6. As of the Date of this Guarantee, the following exceptions reference all recorded documents which may affect title to the herein described land:
1. Covenants, conditions, restrictions, reservations, easements, encroachments, ditches, roadways, rights-of-way, common areas and building set back requirements as delineated on the recorded Plat Number(s) 730, records of Teton County, Wyoming.
  2. Easement Agreement including the terms and conditions thereof:  
Between: Town of Jackson  
And: Eastridge Corporation and the owners of the Lloyd Ranch  
Recording Information: Book 241 of Photo, Pages 363-369
  3. Covenants, Conditions and Restrictions recorded in Book 241 of Photo, Page 372-402, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).  
  
Amendment to said Covenants recorded in Book 331 of Photo, Page 281-283.  
  
Amendment to said Covenants recorded in Book 331 of Photo, Page 284-289.  
  
Amendment to said Covenants recorded in Book 331 of Photo, Page 290-292.  
  
Amendment to said Covenants recorded in Book 342 of Photo, Page 57-59.  
  
Amendment to said Covenants recorded in Book 384 of Photo, Page 1090-1092.  
  
Amendment to said Covenants recorded in Book 499 of Photo, Page 1000-1002.  
  
Amendment to said Covenants recorded in Book 611 of Photo, Page 110-113.  
  
Amendment to said Covenants recorded in Book 685 of Photo, Page 755-759.
  4. Affidavit appearing of record in Book 288 of Photo, Page 302, records of Teton County, Wyoming.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## Full Recorded Owner Guarantee - Wyoming

### Schedule B-I Exceptions/Recorded Documents

File No.	Liability	Fee	Reference	Guarantee No.
590051JAC	\$1,000.00	\$250.00	Hoover FROG	<b>SG</b> 08007442

5. **Mortgage** dated June 26, 2015, to secure an original indebtedness of \$2,274,426.00, and any other amounts and/or obligations secured thereby.  
Recorded: 06/26/15, in Book 898 of Photo, Page(s) 870-877  
Mortgagor: John T. Hoover, III and Jenifer L. Hoover, husband and wife  
Mortgagee: Rocky Mountain Bank
  
6. Financing Statement covering Financing Statement covering Security Interest in all building plans, specs, drawings, permits and all items including but not limited to, building materials, building supplies and fixtures, used or to be used in the construction of improvement on property legally described on attached.; whether any of the foregoing in owned now or acquired later all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing.  
Recorded: June 26, 2015 , Book 898 of Photo, pages 878-879  
Debtor: John T. Hoover, III and Jenifer L. Hoover  
Secured Party: Rocky Mountain Bank



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## Full Recorded Owner Guarantee - Wyoming

### Schedule B-II Informational Notes

File No.	Liability	Fee	Reference	Guarantee No.
590051JAC	\$1,000.00	\$250.00	Hoover FROG	<b>SG</b> 08007442

The following is provided for informational purposes and is not part of the Assurances given under this Guarantee:

The Status of real property taxes is as follows:

Tax ID#	2015 Tax Status	2016 Tax Status
OJ-003448	1st Half in the Amount of \$1,372.94 is <b>PAID</b>	Accruing lien not yet due or payable
	2nd Half in the Amount of \$15.57 is <b>PAID</b>	
	2nd Half in the Amount of \$1,357.36 is <b>DUE</b>	

We recommend that the person responsible for closing this verify this tax information prior to closing.

\*Real Estate Taxes are payable as follows

\*If making one payment: Due on or before December 31.

\*If making two payments: First half payable September 1 and delinquent November 10;  
second half due March 1 and delinquent May 10.

The PIDN for this property appears to be: 22-41-16-34-1-48-010



**OLD REPUBLIC NATIONAL TITLE INSURANCE AGENCY  
PRIVACY POLICY NOTICE**

**PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic National Title Insurance Company.

We may collect nonpublic information about you from the following sources:

- Information we received from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint market agreements:

- Financial services providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

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

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

Printed by function on May 27, 2016 - 10:32am

SENIOR CENTER OF JACKSON HOLE, INC.  
BK4185P006-607

LOT 3 COMMON AREA  
0.272 AC

LOT 1  
2,554 SF  
0.059 AC

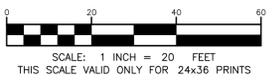
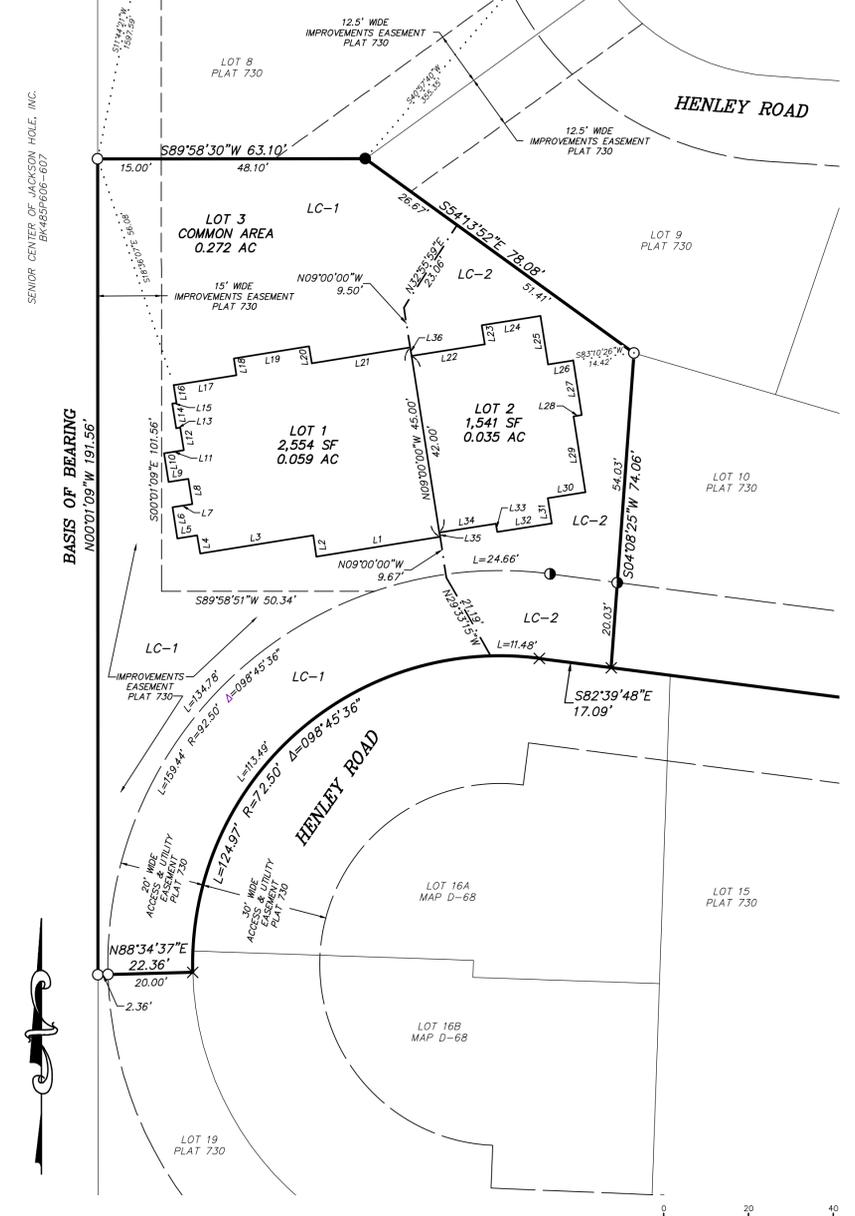
LOT 2  
1,541 SF  
0.035 AC

LOT 16A  
MAP D-68

LOT 16B  
MAP D-68

LOT 19  
PLAT 730

LOT 8  
PLAT 730



**LEGEND**

- indicates a Certified Land Corner Recordation Certificate of record in the Office of the Clerk of Teton County, Wyoming
- 5/8" diameter steel reinforcing bar with 2" diameter aluminum cap inscribed "P.M. JORGENSEN PE & LS 2612" found this survey
- 5/8" diameter steel reinforcing bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 8469" to be set by August 31, 2016
- ⦿ 5/8" diameter steel reinforcing bar with 2" diameter aluminum cap inscribed "JORGENSEN ASSOCIATES PLS 8469 EASEMENT BOUNDARY" to be set by August 31, 2016
- × no monument found or set, symbol shown for drawing clarity only
- Boundary, SUBDIVISION
- Boundary, TOWNHOUSE LOT with SUBDIVISION
- Boundary, adjoining property
- Boundary, easement, as noted
- S89°58'30"W 63.10' Measured bearing and distance and/or curve geometry (S101°33' (678.94)
- LC-1 Limited Common Area appurtenant to Townhouse Lot
- Boundary, Limited Common Area

LINE	BEARING	DISTANCE
L1	S81°00'00"W	29.50
L2	N09°00'00"W	5.00
L3	S81°00'00"W	27.00
L4	N09°00'00"W	4.33
L5	S81°00'00"W	4.75
L6	N09°00'00"W	7.40
L7	N81°00'00"E	4.75
L8	N09°00'00"W	6.00
L9	S81°00'00"W	4.75
L10	N09°00'00"W	6.83
L11	N81°00'00"E	4.75
L12	N09°00'00"W	5.35
L13	S81°00'00"W	1.00
L14	N09°00'00"W	5.83
L15	N81°00'00"E	1.00
L16	N09°00'00"W	4.25
L17	N81°00'00"E	15.00
L18	N09°00'00"W	4.00

LINE	BEARING	DISTANCE
L19	N81°00'00"E	18.00
L20	S09°00'00"E	4.00
L21	N81°00'00"E	23.50
L22	N81°00'00"E	17.50
L23	N09°00'00"W	4.50
L24	N81°00'00"E	14.00
L25	S09°00'00"E	11.50
L26	N81°00'00"E	9.00
L27	S09°00'00"E	13.00
L28	S81°00'00"W	2.00
L29	S09°00'00"E	18.00
L30	S81°00'00"W	9.00
L31	S09°00'00"E	6.00
L32	S81°00'00"W	13.00
L33	N09°00'00"W	2.00
L34	S81°00'00"W	13.50
L35	N09°00'00"W	1.00
L36	N09°00'00"W	2.00

**CERTIFICATE OF ENGINEER**

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



Thomas Kirsten  
Wyoming Professional Engineer No. 6821  
The foregoing instrument was acknowledged before me by Thomas Kirsten this day of 2016.  
WITNESS my hand and official seal.

Notary Public  
My commission expires:

**CERTIFICATE OF APPROVAL**

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

Pursuant to Section 15-1-415 Wyoming Statutes, and the pertinent Land Development Regulations of the Town of Jackson, Wyoming, as amended, the foregoing subdivision, THE HOOVER TOWNHOUSE ADDITION TO THE TOWN OF JACKSON, was approved at the regular meeting of the Jackson Town Council held on the day of 2016 in accordance with Section 15-1-415, Wyoming Statutes.

ATTEST: TOWN OF JACKSON  
Roxanne DeVries Robinson, Deputy Clerk Sara Filtnr, Mayor  
Shawn P. O'Malley, Engineer Tyler Sinclair, Planning Director

The foregoing instrument was acknowledged before me by Sara Filtnr, Mayor, this day of 2016.  
WITNESS my hand and official seal.

Notary Public  
My commission expires:

The foregoing instrument was acknowledged before me by Roxanne DeVries Robinson, Deputy Clerk, this day of 2016.

WITNESS my hand and official seal.

Notary Public  
My commission expires:

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

WITNESS my hand and official seal.

Notary Public  
My commission expires:

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

WITNESS my hand and official seal.

Notary Public  
My commission expires:

**WATER RIGHTS NOTES**

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

WYOMING LAW DOES NOT RECOGNIZE ANY RIPARIAN RIGHTS TO THE CONTINUED NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE SUBDIVISION

**LAND USE DISTRICT & ZONING DISTRICT OVERLAYS:**

SUBURBAN-TOWN (S-TOJ) ZONING DISTRICT  
NO ZONING DISTRICT OVERLAY

LAND USE AND ZONING OVERLAY DISTRICTS ARE SUBJECT TO CHANGE

**LAND USE SUMMARY**

3 Lots Total  
2 Townhouse 1 @ 0.035 AC  
1 @ 0.059 AC  
1 Common Area 0.272 AC  
Total Acreage 0.366 AC

**APPLICANT & OWNER:**

John T. Hoover, III and Jennifer L. Hoover  
P.O. Box 2850  
Jackson, Wyoming 83001  
307-690-3473

**SURVEYOR & ENGINEER:**

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



**CERTIFICATE OF OWNERS**

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

The undersigned owners and proprietors of Lot 12 of the Eastridge Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat No. 730 do hereby certify that said Lot 12 of said Eastridge Addition to the Town of Jackson is hereby vacated in accordance with Section 34-12-106 through 34-12-110, Wyoming Statutes;

that in accordance with said Section 34-12-110, said Clerk is respectfully requested to write "VACATED" across said Lot 12 of said Eastridge Addition to the Town of Jackson on said Plat No. 730;

that the lands contained within said Lot 12, more particularly described in the Certificate of Survey on this plat, are hereby subdivided and that the foregoing subdivision of said lands as shown on this plat is with the free consent and in accordance with the desires of said owners;

that the name of the foregoing subdivision shall be the HOOVER TOWNHOUSE ADDITION TO THE TOWN OF JACKSON;

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

that Easement Agreement of record in said Office in Book 241 of Photo, pages 363-369;  
that access to the foregoing subdivision shall be from Henley Road, a private road as shown on said Plat No. 730 and as granted to each owner of the foregoing subdivision by virtue of said Plat No. 730;

that Improvements Easement and that Access and Utility Easement within the Henley Road right-of-way of record on said Plat No. 730 and depicted hereon;

that the foregoing subdivision is SUBJECT TO the terms and conditions of the Declaration of Covenants, Conditions and Restrictions Eastridge Addition to the Town of Jackson of record in said Office in Book 241 of Photo, pages 372-402 and subsequent amendments thereto of record in said Office in Book 331 of Photo, pages 281-283; Book 384 of Photo, pages 1090-1092; Book 499 of Photo, pages 1000-1002; Book 611 of Photo, pages 110-113; and Book 685 of Photo, pages 755-759;

that Affidavit of record in said Office in Book 288 of Photo, page 302;

that this subdivision is subject to Covenants, Conditions, and Restrictions to be recorded on the same date as this plat;

that the owner of each Lot within this subdivision has an undivided interest in the Common Area, Lot 3;

that the Common Area, Lot 3, is hereby dedicated to the common use and enjoyment of the owners of lots within this subdivision with portions of said Common Area being reserved and dedicated for those uses as noted on this plat and in said Covenants, Conditions, and Restrictions;

that said Common Area, Lot 3, is divided into Limited Common Areas, denoted by "LCA" followed by the number of the associated lot, and that said Limited Common Areas are reserved for the use and enjoyment of the owner of the appurtenant lot, subject to easements of sight and/or record including those granted hereon and subject to the rights of the owner and subject to the rights and obligations of the Hoover Townhouse Owners' Association to enter upon all of said Limited Common Areas for all purposes permitted by said Declaration, including without limitation the installation, repair and maintenance of the improvements constructed upon the lots or within the subdivision, and any utility features, including drainage and snow storage facilities serving this subdivision;

that an easement across said Common area, Lot 3, including the Limited Common Areas is hereby granted to those utility companies and their successors and assigns serving this subdivision for the construction, maintenance and repair of the utility services for this subdivision;

that the right of access across the Limited Common Areas, for construction and other purposes relating to this subdivision, is hereby reserved to the undersigned owners and their successors and assigns;

that the right to grant further easements across said Common Area, Lot 3 is hereby reserved unto the undersigned owners, their heirs, successors, and assigns for the purpose of providing access and utility services to said subdivision;

that said Town of Jackson shall have access to all water valves, meters, shut-off boxes, sewer cleanouts and manholes, and the undersigned reserves the right to create easements across said subdivision as necessary to provide said access;

that access is hereby granted across the driveways located in the Common Areas for police and emergency vehicles;

that all portions of the water distribution system, sewage collection system, and storm drainage system within the foregoing subdivision shall be privately owned and maintained by the respective owners of each Lot within the foregoing subdivision and not by the Town of Jackson;

that no surface water rights are attached to this subdivision;

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

that Wyoming law does not recognize any riparian rights with regard to the natural flow of a stream or river for persons living on the banks of the stream or river;

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

that this subdivision may be subject to other easements, rights-of-way, covenants, conditions, restrictions, reservations, or agreements of sight and/or record including but not limited to those shown hereon.

John T. Hoover, III, a married man Jennifer L. Hoover, a married woman

**ACKNOWLEDGMENT**

The foregoing was acknowledged before me by John T. Hoover, III and Jennifer L. Hoover this day of 2016.  
WITNESS my hand and official seal.

Notary Public  
My Commission Expires:

**CERTIFICATE OF MORTGAGEE**

CONSENT OF MORTGAGEE, ROCKY MOUNTAIN BANK, BY SEPARATE AFFIDAVIT RECORDED CONCURRENTLY WITH THIS PLAT.

**GENERAL NOTES**

THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER DISTRIBUTION SYSTEM, SEWAGE COLLECTION AND TREATMENT SYSTEMS, AND STORM DRAINAGE COLLECTION SYSTEM. HOWEVER, THE OWNERSHIP OF AND MAINTENANCE RESPONSIBILITY FOR THE WATER DISTRIBUTION SYSTEM, SEWAGE COLLECTION SYSTEM, AND STORM DRAINAGE SYSTEM FOR THIS SUBDIVISION WILL REST WITH THE HOOVER TOWNHOUSE OWNERS' ASSOCIATION AS INDICATED IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE HOOVER TOWNHOUSE ADDITION TO THE TOWN OF JACKSON.

NO PUBLIC MAINTENANCE OF WATER DISTRIBUTION SYSTEM, SEWER COLLECTION SYSTEM, AND STORM DRAINAGE COLLECTION SYSTEM.

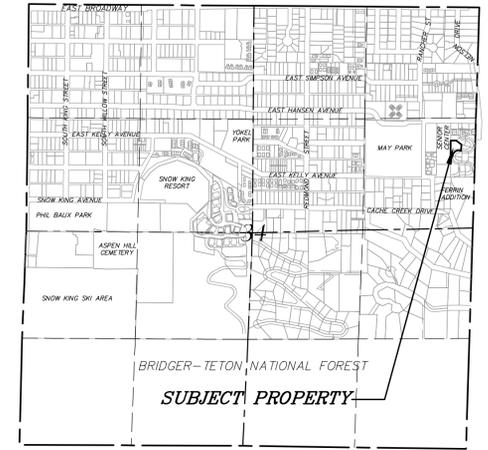
ACCORDING TO PANEL 2926D OF THE TETON COUNTY, WYOMING AND INCORPORATED AREAS FLOOD INSURANCE RATE MAP (FIRM) WITH EFFECTIVE DATE OF SEPTEMBER 16, 2015 PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), THIS SUBDIVISION LIES WITHIN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% (500-YEAR FLOOD) ANNUAL CHANCE FLOODPLAIN.

NO PUBLIC MAINTENANCE OF HENLEY ROAD. HENLEY ROAD SHALL BE MAINTAINED BY THE EASTRIDGE OWNERS' ASSOCIATION AND THE SUCCESSORS AND ASSIGNS OF SAID ASSOCIATION AND THE HOOVER TOWNHOUSE OWNERS' ASSOCIATION. THE TOWN OF JACKSON IS UNDER NO OBLIGATION TO CONSTRUCT, REPAIR, OR MAINTAIN ANY ROADS WITHIN THIS SUBDIVISION.

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

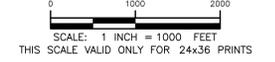
UNDER CURRENT TOWN OF JACKSON REGULATIONS, NO FURTHER SUBDIVISION OF THE LANDS OR UNITS OF THIS SUBDIVISION IS ALLOWED.

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



**VICINITY MAP**

Section 34, T41N, R116W, 6th P.M.  
Town of Jackson  
Teton County, Wyoming



**CERTIFICATE OF SURVEYOR**

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

I, Kenneth G. Magrath, a Wyoming Professional Land Surveyor, do hereby certify that by the authority of the owners, I have subdivided the lands shown on this plat for townhouse ownership to be known as the HOOVER TOWNHOUSE ADDITION TO THE TOWN OF JACKSON;

that the subdivided land is identical with and described as:  
Lot 12 of the Eastridge Addition to the Town of Jackson, a subdivision of record in the Office of the Clerk of Teton County, Wyoming as Plat No. 730 and located within the SE1/4 NE1/4 of Section 34 of Township 41 North, Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming;

that to the best of my belief and knowledge, the dimensions of the boundary, Lots, Common Area, and Limited Common Areas of the Hoover Townhouse Addition to the Town of Jackson are correctly shown on this plat, and are from data collected during field surveys performed by Jorgensen Associates, P.C. under my direction during 2013 through 2016; and from architectural plans prepared by Enclosure Studio of Jackson, Wyoming;

that the BASIS OF BEARING for the survey depicted on this plat is N00°01'09"W on the west boundary of said Lot 12.

that the foregoing subdivision is SUBJECT TO easements, rights-of-way, covenants, conditions, restrictions, reservations, encumbrances, or agreements of sight and/or record called for in the Certificate of Owner on this plat;

that there are no surface water rights appurtenant to the lands of the foregoing subdivision;

that there are ground water rights appurtenant to the lands of the foregoing subdivision associated with the Town of Jackson water supply system, such rights will be maintained.

Kenneth G. Magrath  
Wyoming Professional Land Surveyor No. 8469



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

WITNESS my hand and official seal.

Notary Public  
My commission expires:

— PRELIMINARY —  
SUBJECT TO CORRECTION  
AND APPROVAL

**FINAL PLAT  
HOOVER TOWNHOUSE ADDITION  
TO THE TOWN OF JACKSON**

IDENTICAL WITH  
Lot 12 of the  
Eastridge Addition to the Town of Jackson,  
Plat 730  
LOCATED IN THE  
SE1/4 of NE1/4 Section 34  
T41N, R116W, 6th P.M.  
Teton County, Wyoming