



TOWN OF JACKSON
PLANNING & BUILDING DEPARTMENT
TRANSMITTAL MEMO

Town of Jackson

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

Joint Town/County

- Parks & Recreation
- Pathways
- Joint Housing Dept.

Teton County

- Planning Division
- Engineer
- Surveyor
- Assessor
- Clerk & Recorder
- Road & Levee

State of Wyoming

- Teton Conservation
- WYDOT
- TC School District #1
- Game & Fish
- DEQ

Federal Agencies

Army Corp of Engineers

Utility Providers

- Qwest
- Lower Valley Energy
- Bresnan Communications

Special Districts

- Start
- Jackson Hole Fire/EMS
- Regional Transportation



PLANNING PERMIT APPLICATION
Planning & Building Department

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

For Office Use Only

Fees Paid _____

Date & Time Received _____

Application #s _____

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

PROJECT.

Name/Description: Farmhouse Live Work Townhome Addition

Physical Address: N/A

Lot, Subdivision: Lot 16, Farmhouse Live Work Townhome Addition

PIDN: 22-40-16-05-2-07-016

PROPERTY OWNER.

Name: Chris Talevi and Austin Chow

Phone: n/a

Mailing Address: PO Box 7154, JACKSON, WY 83002 and PO Box 3261, Jackson, WY 83001

ZIP: n/a

E-mail: talevi.chris@gmail.com; austin.g.chow@gmail.com

APPLICANT/AGENT.

Name: John Graham

Phone: 307-733-3923

Mailing Address: PO Box 1226, Jackson, WY

ZIP: 83001

E-mail: JWG@GLSLP.COM

DESIGNATED PRIMARY CONTACT.

Property Owner Applicant/Agent

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

Use Permit	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 checked="" type="checkbox"/> Zoning Compliance Verification
<input type="checkbox"/> Special Use	<input type="checkbox"/> Design Review	Amendments to the LDRs
Relief from the LDRs	Subdivision/Development Option	<input type="checkbox"/> LDR Text Amendment
<input type="checkbox"/> Administrative Adjustment	<input type="checkbox"/> Subdivision Plat	<input type="checkbox"/> Map Amendment
<input type="checkbox"/> Variance	<input type="checkbox"/> Boundary Adjustment (replat)	Miscellaneous
<input type="checkbox"/> Beneficial Use Determination	<input type="checkbox"/> Boundary Adjustment (no plat)	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Appeal of an Admin. Decision	<input type="checkbox"/> Development Option Plan	<input type="checkbox"/> Environmental Analysis

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

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

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

Have you attached the following?

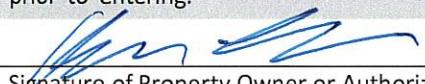
Application Fee. Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.

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

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

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

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


Signature of Property Owner or Authorized Applicant/Agent

John Graham

Name Printed

10/3/2025

Date

Agent

Title



Town of Jackson
150 E Pearl Avenue
PO Box 1687, Jackson, WY 83001
P: (307)733-3932 F: (307)739-0919
www.jacksonwy.gov

Date: 9/29/25

LETTER OF AUTHORIZATION

NAMING APPLICANT AS AUTHORIZED REPRESENTATIVE

PRINT full name of property owner as listed on the deed when it is an individual OR print full name and title of President or Principal Officer when the owner listed on the deed is a corporation or an entity other than an individual : Austin Chow

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

Address of Premises: 1224 S Highway 89, Jackson, WY 83001

Legal Description: Lot 15 of Farmhouse Live Work Townhome Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on February 23, 2017 as Plat No 1371

Please attach additional sheet for additional addresses and legal descriptions

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

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

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

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

Is authorized to act as property owner's representative and be the applicant for the application(s) checked below for a

Development/Subdivision Plat Permit Application Building Permit Application

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

Demolition Permit Other (describe) ZCV

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

Property Owner Signature

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

STATE OF Wyoming)
COUNTY OF Teton) SS.
)

The foregoing instrument was acknowledged before me by Austin (Thou) this 30th day of Sept. 2025. WITNESS my hand and official seal.

Notary Public



My commission expires:

May 29, 2029



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

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

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

P: 307.733.3923 F: 307.733.3947 GLSLLP.COM

October 10, 2025

Town of Jackson Planning and Building
Planning@jacksonwy.gov
(Via Email only)

Re: Application for ZCV regarding Farmhouse Live Work Townhome Addition

Dear Planning Department,

I am submitting the following Zoning Compliance Verification on behalf of multiple homeowners within the Farmhouse Live Work Townhome Addition to the Town of Jackson, as recorded as Plat Number 1371 with the Teton County Clerk (the “**Farmhouse Addition**”). This request is made as a result of an internal disagreement between the homeowners in the Farmhouse Addition regarding parking space allocation and use restrictions.

There are two levels to this disagreement.

The first concerns how many spaces need to be specifically allocated to each unit. Some community members maintain that because the developer specifically represented that there would be two deeded spaces per unit in the Townhouse Addition PUD application, that requirement was ultimately incorporated as a PUD development standard, and each unit must be allocated two spaces. Another group maintains that, because the final plat does not show a second allocated space for each unit, the Town of Jackson functionally accepted an amendment of the proposal the developer put forward, and only the number of spaces per unit depicted on the plat are required.

The second dispute addresses parking spaces that are not allocated to a specific unit. One group of owners maintains that because the original approved PUD application provides that “owners may not park their vehicles in spaces designated for guest parking,” and any space that is not specifically allocated to an owner by deed is restricted to guest-only parking under the terms of the PUD approval. The other group of owners maintains that, as the only section of parking actually designated as guest parking in the PUD application was removed during the application process, the limiting language regarding “guest parking” does not apply to the final, as approved, development.

To add further context to these two disputes, those homeowners maintaining that some units only have one deeded space are also the homeowners maintaining that all non-deeded spaces are restricted to guest parking. This position seems obviously untenable, as there is no documented

restriction of any spaces (outside of those removed in the application process) to guest parking, and it would make the Farmhouse development practically unworkable, as several units in a highly car-dependent subdivision would never be allowed to have more than one vehicle on the premises.

While some of these issues may be influenced by factors outside the PUD application and approval, such as subsequent owner-approved changes to the CC&Rs, determining the Planning Department's position on what is required based on the PUD approval and submitted supporting documents is an important first step in resolving these disputes.

For easy reference, I have included a prior response to a records request related to these same issues. I will identify any cited material by page number in the PDF of that packet.

With that background in mind, the homeowners making this application are seeking a resolution on two questions:

1) Is each unit within the Farmhouse Addition required to have two deed spaces pursuant to the submitted and approved Planned Unit Development Application for the Farmhouse Addition?

As the planning department is aware, Section 4.4.1.D.1 of the current LDRs provide that “[t]he development standards for each PUD are established by the approved PUD master plan. All physical development, use, and subdivision under the PUD shall comply with the master plan.” Similarly, the 1994 LDRs, under which the Farmhouse Addition was approved, provide that the approved Final Development Plans constitute binding development standards. *See* Section 2170.L.

In this particular case, the developer of the Farmhouse Addition submitted a final development plan that affirmatively provided each unit would have “(2) two unenclosed deeded parking spaces on the first level” with a total of “25 parking spaces, with 32 total proposed with tandem parking spaces” and “[a]n additional five (5) overflow parking spaces are being proposed in the R.O.W. at the northwestern corner of the site.” Records response packet at 64.

At the same time, the staff report for the final development application noted “that the applicant understands that the five parking spaces located in the WDOT ROW may be removed in the future to make space for a sidewalk extension or new bicycle path. The removal of these spaces would not be a compliance issue because the spaces are ‘overflow’ parking and not required by the LDRs.” Records response packet at 51.

The staff report also noted that “the highly auto-oriented location of these live-work units adjacent to Hwy 89 indicates that these units should get higher-than-average vehicular visitation.” Records response packet at 51.

With these factors in mind, staff recommended the Town Council approve the Final Development Plan and PUD application, including making the specific finding that the proposal “provid[ed] for commercial development that is oriented to the street and is easily accessed by automobiles, ***with adequate parking...***” Records response packet at 53 (emphasis added).

The Town Council followed this recommendation and approved the Final Development Plan and PUD application, but added an express condition that the “five parking spaces shown in the WYDOT right-of-way shall be deleted from the site plan and the sidewalk shall be extended in the landscape strip to the maximum extent possible.” Records response packet at 42.

In this context, it appears the developer made a specific representation that, in order to adequately park the PUD for residents, each resident would be deeded two spaces for their unit. The Town Council then relied on this representation when making specific findings regarding the adequacy of parking.

At the same time, it appears both the Town Council and the developer understood that the availability of overflow parking in the WYDOT would not be permanent and, nonetheless, maintained that two deeded spaces per unit was appropriate. As a result, the condition of approval removing this guest parking did not change the requirement for two deeded spaces.

In the context of both the initial requirement of two deed spaces per unit and the lack of any modification of that requirement in the Town Council approval, it appears that the inclusion of two deeded spaces per unit was a material term of the PUD approval. By extension, two deeded spaces per unit was an applicable development standard for the final Farmhouse Addition. The applicants are seeking to confirm this standard with the above question.

2) Regardless of whether each Unit is required to have two deeded parking spaces, is there any requirement that any of the available space be exclusively used for guest parking?

This second question is relatively straightforward. Some residents of the Farmhouse community are maintaining that based on the terms of the PUD approval and associated documents, all spaces not deeded to a particular unit are reserved for “guest only” parking and may not be used by residents, based on the terms of the original PUD approval and supporting documents. This position has no support in the PUD application record. Initially, there were specifically marked “guest” spaces in the PUD application for those overflow spaces in the WYDOT right of way. Record response packet at 110. There was a corresponding restriction in the proposed CC&Rs, submitted as part of the PUD application, that “[o]wners may not park their vehicles in spaces designated for guest parking.” Record response packet at 145. However, there were no other marked guest parking spaces and, with the removal of the overflow guest parking as a condition of approval, the restrictions on guest parking became a nullity. While there does not seem to be a reasonable basis to dispute this analysis, the applicants are seeking to confirm this reading of the PUD application, as it has become contested in the community.

The applicants are also not requesting that the planning department take a position on whether there might be avenues for restricting some spaces to guest-only parking after approval, only whether the approved PUD application and associated materials contain such a restriction.

Thank you for your help and attention to this matter. If you have any questions or need any additional information, please do not hesitate to let me know.

Town of Jackson Planning Department

October 10, 2025

Page 4 of 4

Sincerely,
Geittmann Larson Swift LLP



John Graham



TOWN ATTORNEY

Austin Chow
PO Box 3261
Jackson, WY 83001
Austin.g.chow@gmail.com
Via email in PDF with Read Receipt requested

January 15, 2024

Dear Austin,

This letter is in response to your request for Town records, which was received by this office on January 11, 2024 and is attached hereto.

Enclosed, please find the following documents:

- Declaration of Covenants, Conditions, and Restrictions for Farmhouse Live Work Townhome Addition to the Town of Jackson
- First Amendment to Declaration of Covenants, Conditions, and Restrictions for Farmhouse Live Work Townhome Addition to the Town of Jackson
- September 9 2014 Letter Re: Item P14-049 Final (Major) Development Plan
- September 26, 2016 Letter Re: Item P16-083 Final Plat
- August 18, 2017 Staff Report Re: Item P14-049 Final Development Plan
- Live/Work definition applicable to Farmhouse when approved; removed in 2018 after the Land Development Regulation update and rezone
- Project Plan Review History
- Title Review

There are no parking exhibits for the CC&Rs. More information may be found on the Teton County GIS server. More information regarding zoning, as well as changes to the Land Development Regulations, can be found online at https://library.municode.com/wy/jackson/codes/land_development_regulations

If you have any questions, please do not hesitate to contact our office.

Regards,

A handwritten signature of Mary Mittler.

Mary Mittler
Town of Jackson
Paralegal
Phone: 307.734.3498
Fax: 307.734.7068
Email: mmittler@jacksonwy.gov

CC: Katelyn Page, Associate Planner



4

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

for

FARMHOUSE LIVE WORK TOWNHOME ADDITION TO THE TOWN OF JACKSON

Upon recording, please return to:

**Hawks & Associates, LC
P.O. Box 4430
199 East Pearl Ave., Suite 102
Jackson, WY 83001**

Released	
Indexed	✓
Abstracted	✓
Scanned	

GRANTOR: RZEKA LLC

GRANTEE: THE PUBLIC

Doc 0922628 bk 941 pg 77-112 Filed At 10:37 ON 02/23/17

Sherry L. Daigle Teton County Clerk fees: 123.00

By Mary Smith Deputy

Declaration of Covenants, Conditions, and Restrictions

For
Farmhouse Live Work Townhome Addition to the Town of Jackson

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 1st day of February, 2017, by RZEKA, LLC, a Wyoming limited liability company (the "Declarant").

PART ONE: INTRODUCTION TO THE COMMUNITY

RZEKA, LLC, as the developer of Farmhouse Live Work Townhome 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 master planned residential townhome live-work 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 live-work townhome community known as Farmhouse Live Work Townhome Addition to the Town of Jackson. This Declaration provides for the overall development, administration, maintenance and preservation of the real property now or hereafter comprising the properties at Farmhouse Live Work Townhome Addition to the Town of Jackson. An integral part of the development plan is the creation of Farmhouse Live Work Townhome Addition to the Town of Jackson Homeowners' Association, an association comprised of all owners of Units in Farmhouse Live Work Townhome Addition to the Town of Jackson, to own, operate and/or maintain various common areas and community improvements 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 Units, 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 Farmhouse Live Work Townhome Addition to the Town of Jackson 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 family members, tenants, guests and invitees.

If any provisions of this Declaration is 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”. “Farmhouse Live Work Homeowners’ Association”, a Wyoming non-profit corporation, its successors or assigns.

2.2 “Base Assessment”. Assessments levied on all Units 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 “Common Area”. All real and personal property located within Lot 16 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.

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

2.6 “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, the Master Rules and Regulations, and in Board resolutions.

2.7 “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 the present and future owners of the real property subject 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.

2.8 “Declarant”. RZEKA, LLC, a Wyoming limited liability company or: (i) 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.

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

2.10 “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) the fifteen (15) Lots consisting of six building pads for construction of Units designated thereon, as shown on the Final Plat.

2.11 “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.

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

2.13 “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.

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

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

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

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

2.18 “Party Wall”. “Party Wall” shall mean and refer to the dividing wall between each adjoining Unit.

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

2.20 “Properties” The real property described on **Exhibit “A”**. The Properties shall consist of one Common Area Lot and fifteen townhome building pads as designated on the Final Plat.

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

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

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

2.24 **“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.

2.24 **“Townhouse” or “Unit”**. The building improvements affixed to and situated upon a Lot within the subdivision together which shall be owned in fee by an Owner. Each Unit’s vertical perimeter boundary on the party wall located between two Units extends to the middle of the party wall. The foundation each unit is included within the parameters of the Unit and are part of the ownership of the Unit. The definition of “Unit” expressly excludes any pipe, flue, duct, wire, or conduit running through a Unit for the purpose of furnishing utility and similar services to other Units.

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 which 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 Farmhouse Live Work Townhome Addition to the Town of Jackson, 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 eight 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 Unit, acknowledges and agrees that the use and enjoyment and marketability of his or her Unit can be affected by this Declaration and that the Master Rules and Regulations may change from time to time. All purchasers of Units 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 Farmhouse Live Work Townhome Addition to the Town of Jackson 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 inside structures on their Unit(s) 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) **Household Compositions.** Units are for live/work commercial and single-family, owner-occupied use and may be occupied by individuals related by birth, adoption or marriage on the basis of not more than two persons per bedroom in each Unit. An unrelated adult individual(s) over the age of eighteen years may occupy a Unit as a guest for a period of less than thirty days. Any individual may not be a guest in a Unit for more than thirty days in any one calendar year.

(d) **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 live/work commercial and residential 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. Home daycare operations are specifically prohibited in any Unit.

(e) **Insurance Rates.** Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any 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 the 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 Units, including porches, driveways, walkways, patios and yards, shall be kept in a neat and orderly fashion at all times. No exterior visible to another Unit 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 a fenced garbage area located within the Common Area as designated on the Final Plat. 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. Except as specifically permitted below or by the Master Rules and Regulations, no animals, reptiles, primates, 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.

Notwithstanding the foregoing, each Unit shall be entitled to a maximum of no more than a total of two Household Pets, of which no more than two (2) may be a dog. The term Household Pet(s) means generally recognized Household Pets such as dogs, cats, fish, birds, rodents, and non-poisonous reptiles. Pets may not be kept for any commercial purpose, may not be kept in unreasonable numbers, may not cause an unreasonable amount of noise or odor, and may not otherwise become a nuisance to other Unit Owners. All Owners or Occupants with household pets shall keep the animals restrained and controlled at all times so they do not cause a nuisance to others and do not harass or endanger others. "Nuisance" means any noisy animal, any vicious animal, or any animal which chews, tears, digs in or scratches, litters or soils, destroys, or in any other manner injures clothing, garbage containers, gardens, flower beds, lawns, trees, shrubbery, or any other property within the Properties. Excessive, continued, or untimely barking, molesting passersby, chasing vehicles, habitually attacking other animals, trespassing upon private property in such a manner as to damage property shall also be deemed a Nuisance. "Noisy Animal" means any animal which habitually, constantly, or frequently disturbs the sleep, peace, or quiet of any person. The Board or its designee shall have the right to enter the property and remove any Noisy Animal and any such action shall not be deemed a trespass. If the Board removes a Noisy Animal, the Noisy Animal shall be kenneled and the cost therefore shall be levied against the offending Owner as a Specific Assessment.

No owner or keeper of any animal who is visiting or working on the Properties shall be permitted to allow such animals to run free. Also, no pet or animal shall be restrained by leash, cord, chain, rope, or other attachment fixed to any vehicle, post, tree, or other structure or object within the Properties thereby allowing such animal to become a nuisance or interfere with pedestrian or vehicular traffic in and around any public area within the Properties. Contractors, sub-contractors and any other person providing services to a Unit may not bring dogs onto the Properties.

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

The Owner of a Unit where a Household Pet is kept, as well as the legal owner of the Household Pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the Household Pet, and for any clean-up of driveways, walkways, Common Area or other Units necessitated by such Household Pet.

The Board shall have, and is hereby given, the right and authority to determine in its sole discretion that Household Pets are being kept for commercial purposes, or are otherwise a nuisance to other Unit Owners or occupants, or that a Unit Owner is otherwise in violation of this Section,

and to take such action or actions as it deems reasonably necessary to remedy the violation. Without limiting the generality of the foregoing, the Association may require the owner or custodian of a dog that barks or howls excessively, or of a Household Pet with other offensive habits, to confine such animal indoors. Further, the Association may require an Owner, as its own expense, to remove the Household Pet determined by the Association to be a Nuisance and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the Unit and remove the Household Pet determined to be a Nuisance and any such action shall not be deemed a trespass.

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.

(b) No boats, rafts, kayaks, trailers, buses, motor homes, campers (on or off supporting vehicles), non-street legal 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 driveways within the Properties, and no vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt on any driveway. This restriction shall not prevent the non-commercial washing and polishing of vehicles and boats, 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. Owners may not park their vehicles in spaces designated for guest parking

(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 Owners or occupants on their Unit driveways 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 driveway on which the vehicle is located and to enter upon an Owner's Unit for such purpose, 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 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.
- (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 not associated with a wildlife or fisheries habitat improvement project, 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 Open Area, including bona fide agricultural purposes, excepting for the use of vehicles to respond to emergencies.
- (d) Other than 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.

ARTICLE IV - ARCHITECTURE AND LANDSCAPING

4.1 General. No structure shall be placed, erected, or installed upon any Lot and, 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 Unit, patios, and similar portions of a Unit visible from the exterior and any other modification that would change or alter the physical structure of a Unit shall be subject to ARC and Declarant's approval. 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 shall be approved 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 Architectural Review Committee ("ARC") and all replacements until the third anniversary of this Declaration or the sale of seventy-five percent (75%) of the Units to Owners not affiliated with the Declarant, whichever shall come first. 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 years 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. 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 to 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 Unit 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 Unit, 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 Unit and an opportunity to be heard in accordance with the By-Laws, to enter upon the Unit and remove or complete any incomplete Work and to assess all costs incurred against the Unit 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 the following requirements:

(a) **Provisions in Addition to Town of Jackson Land Use Regulations.** Conformity with any and 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.

(b) **Use Restrictions.** The use of each Unit shall be limited to live/work occupancy as defined by the Town of Jackson Land Development Regulations.

ARTICLE V – MAINTENANCE AND REPAIR

5.1 Maintenance of Units. The Association shall maintain the exterior of all Units and any and all landscaping situated within the community within in a manner consistent with the Governing Documents, the Community-Wide Standard and all applicable covenants. Landscaping originally provided by the Declarant, pursuant to the approved Final Development Permit for the Properties, shall be maintained by the Association, and as determined necessary by the Board, replaced by the Association.

5.2 Maintenance of Foundations. Each Owner is solely responsible for the maintenance and repair of the foundations of its Unit. However, if a licensed structural engineer determines that failure to repair the foundation under one Unit may adversely affect one other Unit in the building, then the cost of the foundation repair will be equally divided by the two Owners of the Units. If an Owner fails or refuses to pay his share of costs of repair of the foundation, the Owner advancing monies has a right to file a claim of lien for the monies advances in the county's real property records, and has the right to foreclose upon the lien as if it were a mechanic's lien. The right of an Owner to contribution from another Owner under this subsection (c) is appurtenant to the delinquent Owner's Unit and passes to the delinquent Owner's successors in title.

5.3 Maintenance of Party Walls. The cost of maintaining each Party Wall shall be borne equally by the owners of the Units on either side of said Party Wall.

(a) In the event of damage or destruction to any Party Wall, Party Fence, shared monolithic slab, or shared roof if the roofline is joined ("Common Structure" herein) from any cause, other than the negligence of either party the owners of the Units on either side of said Common Structure shall repair or rebuild said Common Structure. The cost of such repair or rebuilding shall be borne equally by the owners whose lots adjoin said Common Structure. Each such owner shall have the right to the full use of said Common Structure so repaired or rebuilt. If either owner's negligence shall cause damage to or destruction of said Common Structure, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share, or all of such costs in case of negligence, the other party may have such Common Structure repaired or restored and shall be entitled to have a mechanic's lien on the lot and dwelling unit of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs together with interest at the maximum rate allowable. The party having such Common Structure repaired shall, in addition to the mechanic's lien, be entitled to recover attorney's fees and shall be entitled to all other remedies provided herein or by law. The mechanic's lien granted herein is effective only if filed in the Teton County Clerk's Office, by affidavit declaring under oath the claim of the mechanic's lien.

(b) Neither Owner shall alter or change a Common Structure in any manner, non-structural interior decoration excepted, and such Common Structures shall remain in the same location as when originally erected. Each adjoining owner to said Common Structure shall have a perpetual easement in that part of the premises of the other on which said Common Structure is located, for the purposes of such Common Structure and any other additional area necessary to repair, replace, and maintain same.

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 Unit shall be a Member of the Association. There shall be only one membership per Unit. If a Unit 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 Unit in which they hold the interest required for membership under Section 6.2. The Declarant shall be a Class B Member and shall have one vote 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 Unit to an owner not affiliated with the Declarant.

(a) **Exercise of Voting Rights.** The vote for each Unit owned by a Member shall be exercised by the Owner of the Unit. In any situation where there is more than one Owner of such Unit, the vote for such Unit 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 Unit's vote shall be suspended if more than one Person seeks to exercise it.

(b) **Commencement of Voting Rights.** Voting rights as to each Unit shall vest upon transfer of a deed of conveyance of a Unit 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 and the Common Area.

(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. The costs associated with maintenance, repair and replacement of the Common Area shall be a Common Expense; provided, 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) Units. The Association shall, for purposes of maintaining the appearance of building improvements, provide maintenance upon the exterior of each Unit located upon a Lot, including but not limited to: paint, repair, replace and care for roofs, siding, gutters, downspouts and exterior building surfaces; provided however, that the Association shall not be required to provide any maintenance to structures added by the Owner. 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 maintenance, repair and replacement of the exterior improvements located on each Unit 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.

(d) Utilities. The water main within the subdivision lot 16, Common Area, will be connected to the Town of Jackson water supply system and shall be public owned and maintained by the Town of Jackson. The sanitary sewer mains, including lift station, within subdivision lot 16, Common Area, up to the point of tie-in to existing sanitary manhole, shall be owned and maintained by the Association and that point of tie-in to the sewer collection facilities of the Town of Jackson shall be at the point of the subdivision's force main discharge into the Town of Jackson manhole.

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) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all Units and insurable improvements within the Properties to the extent that the Association has assumed responsibility in the event of a casualty, regardless of ownership. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement costs of the insured improvements (including all Units) under current building ordinance and codes. It is specifically intended that this be a "walls-in" insurance policy that insures the complete interior of each Unit as constructed by the Declarant. The Declarant shall be named as an additional insured on all policies of insurance covering direct physical loss to any Unit;

(ii) Commercial general liability insurance on the Common Area and Lots, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. 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

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

Premiums for all insurance on the Common Area and the Lots shall be assessed by the Board as a Common Expenses. Premiums for all insurance on the Units shall be assessed against the Unit owners as a Specific Assessment the cost of which shall be divided pro-rata among the Unit Owners according to the square-footage size of each Unit.

(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 except for the deductible attributable to the insured loss of an insured Unit the cost of which shall be a Specific Assessment as provided for in Section 7.3(a)(iii). 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 Unit as a Specific Assessment.

All insurance coverage obtained by the Board shall:

- (i) Be written with a company authorized to do business in the State of Wyoming;
- (ii) Be written in the name of the Association as trustee for the 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;
- (viii) 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 which 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;

(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 based upon the square footage size of each Unit and the insurance proceeds available. All mortgages, liens and other charges against the Units and Lots shall be paid out of the insurance proceeds before any proceeds are released to an Owner(s). In the event an Owner accepts insurance proceeds in lieu of replacing his/her Unit, such Owner shall then, upon receipt of such insurance proceeds, quit claim and convey any interest Owner has in the Unit and Lot to the Declarant.

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

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Members, levy Special Assessments to cover the shortfall against those 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 constitute a lien upon the violator's Unit). In the event that any occupant, guest or invitee of a Unit violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; provided however, if the fine is not paid by the violator within the time period set by the Board, the 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 Unit 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 Unit in violation of Article IV and to restore the Unit to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the 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 Unit 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 Unit and the Owner as a Specific Assessment. Except in an emergency situation, the Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

All 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, 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 Units, 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 Units subject to assessment under Section 8.7 to fund the Common Expenses. In determining the Base Assessment rate per Unit, the Board may consider any assessment income expected to be generated from any additional Units 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 Unit or Units or if such Special Assessment is for an unbudgeted expense relating to less than all of the Units. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall provide notice by first class mail to the Owner(s) of the Unit 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 Unit as follows:

(a) To cover the costs, including overhead and administrative costs including property loss insurance, and costs of providing services to a Unit 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 Unit into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of a nonconforming Unit, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the nonconforming Unit 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 Unit 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 Unit(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 Units on the first day of the month following the first conveyance of a Unit 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 Unit.

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 Unit 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 Unit, 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 Unit until paid in full. Upon a transfer of title to a Unit, 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 Unit shall remain subject to any liens imposed upon it pursuant to Section 8.9 herein. No first Mortgagee who obtains title to a Unit 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 Unit, 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 Units which it owns. The Declarant shall also 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 Unit owned by the Declarant.

8.8 Lien for Assessments. Each Owner, by his or her acceptance of a deed of conveyance to a Unit, 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 Unit, 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 Unit 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 Unit 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 Unit in question that arose prior to such acquisition. Additionally, after any such foreclosure or deed in lieu of foreclosure, such Unit shall remain subject to this Declaration and the above-described lien and the new Owner of such Unit shall thereafter be personally liable for all charges of the type described above which relate to such Unit and which become due after such new Owner acquires title to said Unit 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 Unit shall (a) relieve any Owner thereof from personal liability for any of such unpaid charges attributable to the applicable Unit 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 – EXPANSION OF THE COMMUNITY

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 Unit 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 Units 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 Unit) 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 Unit, nor shall it unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

11.3 Easements for Maintenance, Emergency and Enforcement. The Declarant grants to the Association easements over the Common Area and Units 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 Unit, 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 Unit shall be burdened with easements for natural drainage of storm water runoff from other portions of the Properties; provided, no Person shall alter the natural drainage on any 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.

PART SIX: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY

The growth and success of Farmhouse Live Work Townhome Addition to the Town of Jackson 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 Units 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 twelfth Lot to an Owner unaffiliated with Declarant, Declarant may unilaterally amend or repeal this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration if such amendment is necessary to (i) bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage on the Units; (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 Units; or (iv) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Unit unless the Owner thereof shall consent in writing.

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 eleven of the 15 Owners.

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.

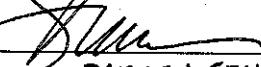
If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

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 and 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.

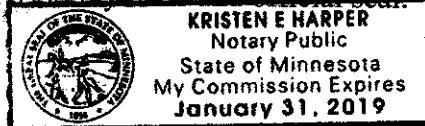
RZEKA, LLC, a Wyoming limited liability company,

By: 
Name: DARREN SENN
Title: MGK.

STATE OF MINNESOTA)
ss.)
COUNTY OF WASHINGTON)

On February 1st, 2017, before me, Kristen Harper, Notary Public, personally appeared Durren Senn 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.



Kristen E. Harper
Notary Public

My commission expires: January 31, 2019

Exhibit "A"

Lots 1-16 of The Farmhouse Live Work Townhome Addition to the Town of Jackson, Wyoming
on file in the Office of the Clerk of Teton County, Wyoming.

Released	
Indexed	✓
Abstracted	
Scanned	

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

for

FARMHOUSE LIVE WORK TOWNHOME ADDITION TO THE TOWN OF JACKSON

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Farmhouse Live Work Townhome Addition to the Town of Jackson (this “Amendment”) is made to be effective the 1st day of August, 2017, by Rzeka, LLC, a Wyoming limited liability company (the “Declarant”).

On February 1, 2017, Declarant entered into that certain Declaration of Covenants, Conditions and Restrictions for Farmhouse Live Work Townhome Addition to the Town of Jackson, recorded at Book 941, Page 77 in the Office of the Teton County Clerk (the “Declaration”). The real property subject to the Declaration is that certain real estate situated in the County of Teton, and State of Wyoming, legally described as Lots 1-16 of The Farmhouse Live Work Townhome Addition to the Town of Jackson, Wyoming on file in the Office of the Clerk of Teton County, Wyoming (“the Lots”), and as identified according to that certain plat recorded on February 23, 2017 in the Office of the Teton County Clerk as Plat No. 1371, together with all buildings and improvements constructed or located thereon, and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said real estate (the “Property”).

Pursuant to Section 13.1 of the Declaration, the Declaration may be unilaterally amended by the Declarant until the conveyance of the twelfth Lot to an Owner unaffiliated with Declarant.

As of the date hereof, Declarant has not conveyed twelve Lots to unaffiliated Owners.

The undersigned, Declarant, desires to amend the Declaration as more particularly set forth herein.

Now therefore, the undersigned Declarant hereby declares that the Declaration shall be amended as follows:

1. Recitals. The foregoing recitals are true and correct, and are incorporated herein by this reference, as if set out in full in the body of this Amendment.

2. Defined Terms. Capitalized terms not defined herein shall have the meanings ascribed to them in the Declaration.

3. Ownership/Household Compositions. Section 3.5(c) of the Declaration is hereby deleted in its entirety and the following is inserted in its place:

GRANTOR: RZEKA LLC

GRANTEE: THE PUBLIC

Doc 0933956 Filed At 16:29 ON 08/17/17

Sherry L. Daigle Teton County Clerk fees: 24.00

By Mary Smith Deputy

“Units are for integrated live/work commercial and single-family use by a single occupant, as described herein. The residential portion of a Unit may be occupied by individuals related by birth, adoption or marriage on the basis of not more than two persons per bedroom in each Unit (such parties, the “Residential Occupants”). The commercial portion of the Unit may be occupied by businesses owned or controlled by the Residential Occupants of the same Unit. In elaboration of the foregoing, and not in limitation thereof, at least one Residential Occupant of a Unit shall work in the nonresidential component of the Unit.”

4. Use Restrictions. Section 4.10(b) of the Declaration is hereby deleted in its entirety and the following is inserted in its place:

“The use of each Unit shall be limited to live/work occupancy as defined by the Town of Jackson Land Development Regulations (the “LDRs”). For the avoidance of doubt, an Owner may rent a Unit to a tenant(s), provided that said tenant(s) use of the Unit complies with the terms of this Declaration and the LDRs, including, but not limited to Section 6.1.4.H of the LDRs.

5. Ratification of Declaration and Conflicting Terms. Except as set forth herein, the Declaration is hereby ratified and affirmed and remains in full force and effect, and the terms hereof shall be made a part thereof. Whenever the terms of this Amendment and the terms of the Declaration conflict, the terms of this Amendment shall prevail.

6. Counterpart. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute but one instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have caused this document to be executed
this 1st day of August, 2017.

RZEKA, LLC,
a Wyoming limited liability company

By: 
Name: Darren Senn
Title: Manager

STATE OF MINNESOTA)
)
COUNTY OF WASHINGTON)

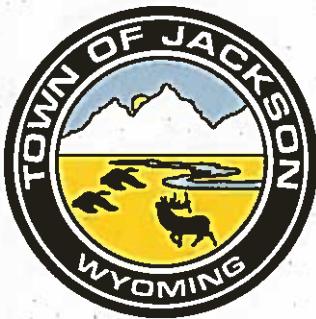
The foregoing First Amendment to the Declaration of Covenants, Conditions and Restrictions
for Farmhouse Live Work Townhome Addition to the Town of Jackson was acknowledged
before me by Darren Senn, as Manager of Rzeka, LLC, this 1st day of August, 2017.

Witness my hand and official seal.





My commission expires: January 31, 2019



PLANNING & BUILDING DEPARTMENT

September 9, 2014

Rzeka, LLC

Attn: Matthew M. Byers, AIA, LEED AP BD+C
PO Box 184
Stillwater, MN 55082

RE: Items P14-049
Final (Major) Development Plan
1200 South Highway 98

Dear Mr. Byers:

This letter is to confirm that on August 18, 2014 the Jackson Town Council voted to approve your request for a Final (Major) Development Plan to allow for a Planned Unit Development (PUD) for 15 Live-work units located at 1200 South Highway 89. This approval is subject to four (4) conditions of approval in addition to the attached Departmental Reviews.

1. The applicant within 60 days of the approval of the application shall comply with the requirements of Section 2170.L: Certificate of Standards of the Land Development Regulations.
2. The applicant shall obtain final WYDOT approval of the access/curb cut and all encroachments in the Hwy 89 ROW (e.g., parking spaces, landscaping) prior to approval of the Final Development Plan.
3. None of the approved residential 'live' floor area in the live-work units shall be converted to nonresidential floor area or uses in the future.
4. The five parking spaces shown in the WYDOT right-of-way shall be deleted from the site plan and the sidewalk shall be extended in the landscape strip to the maximum extent possible.

Please note that any revisions to the Final Development Plan shall be reviewed and approved by the Planning Director. Approval of any changes to the Final Development Plan shall be in accordance with Section 51200.J, Minor Deviations, and 51200.K, Amendment to a Development Plan Permit, of the Town of Jackson Land Development Regulations.

Based upon these actions, the permits for the Final Development Plan shall expire on **August 18, 2017**, if no building permit has been issued to establish the authorized uses

Rzeka Live/Work Units
Items P14-049
Page 2 of 2

Should you have any questions or require further information on this matter, please feel free to contact me at 733-0440, Ext. 1303.

Respectfully,



Paul Anthony
Principal Planner

PA: sth

Enclosure



PLANNING & BUILDING DEPARTMENT

September 26, 2016

Pierson Land Works, LLC

George Putnam

Po Box 1143

Jackson, WY 83001

RE: Final Letter

Item P16-083 Final Plat

1200 S. Highway 89

Dear Mr. Putnam:

This letter is to confirm that September 6, 2016 the Jackson Town Council voted to **approve** a Final Plat for the Farmhouse Live Work Townhome Addition to the Town of Jackson for the property addressed at 1200 South Highway 89 subject to the departmental reviews attached hereto and one (1) condition of approval:

- 1) Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities included in the attached Departmental Reviews and submit the corrections to the Planning Department.

The plat shall be recoded within 60 days of approval, November 7, 2016. Prior to recording the plat a digital copy of the approved plat shall be provided.

If you have any questions or need additional information, please contact me at 307-733-0440 Ext. 1303.

Sincerely,

A handwritten signature in blue ink that reads "Paul Anthony".

Paul Anthony

Principal Planner

panthony@ci.jackson.wy.us

Encl



TOWN OF JACKSON

PLANNING COMMISSION

AGENDA DOCUMENTATION

PREPARATION DATE: AUGUST 14, 2014
MEETING DATE: AUGUST 18, 2014

SUBMITTING DEPARTMENT: PLANNING
DEPARTMENT DIRECTOR: TYLER SINCLAIR
PRESENTER: PAUL ANTHONY

SUBJECT: **ITEM P14-049:** FINAL DEVELOPMENT PLAN FOR A PLANNED UNIT DEVELOPMENT (PUD) TO ALLOW 15 LIVE-WORK UNITS.

APPLICANT: RZEKA LLC

REPRESENTATIVE: MARK STANKEY, DARREN SENN, & MATT BYERS; RZEKA, LLC

REQUESTED ACTION

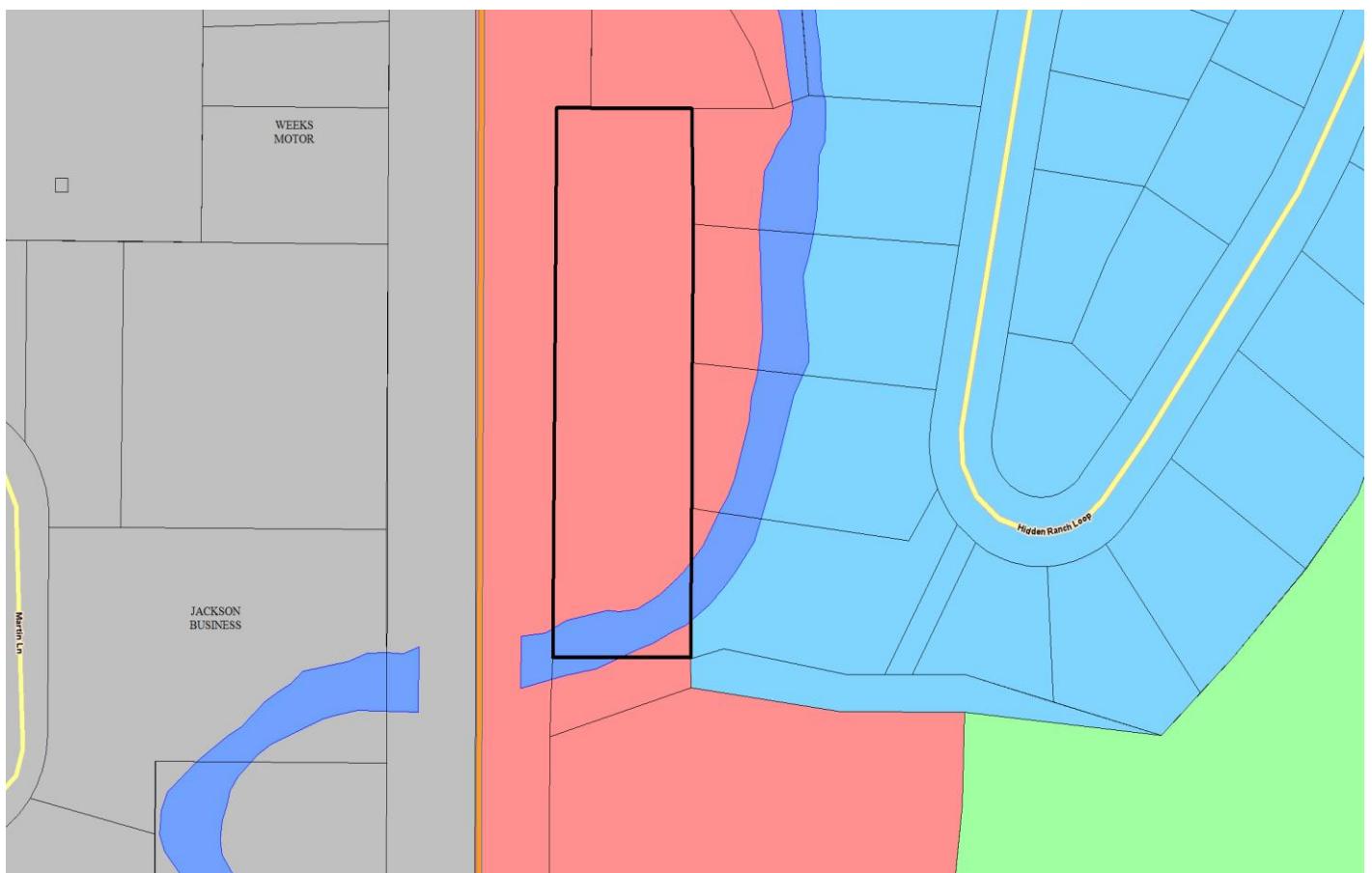
The applicant is requesting approval of a Final Development Plan for a Planned Unit Development (PUD) for 15 Live-work units located at 1200 South Highway 89.

APPLICABLE REGULATIONS

Section 2170 Planned Unit Development
Section 231400 Live/Work Units
Section 51200 Final Development Plan

LOCATION

The property is approximately 1 acre and located at 1200 South Highway 89. An aerial photo and zoning map are shown below:



BACKGROUND

Sketch Plan

The Town Council approved a Sketch Plan for this project of 15 live-work units totaling 20,450 sq. ft. at 1200 S. Hwy 89 on June 2, 2014. The Sketch Plan was approved with the following six conditions:

1. The applicant within 60 days of the approval of the application shall comply with the requirements of Section 2170.L: Certificate of Standards of the Land Development Regulations.
2. The applicant shall work with the Pathways Department to provide adequate bike parking for this project prior to submission of a final development plan.
3. The applicant shall work with the Pathways Department to provide a pathway/sidewalk facility consistent with the long-term pathways plan prior to submission of a final development plan.
4. The applicant shall work with WDOT and START to explore the possibility of adding a bus pullout for this project prior to submission of a final development plan.
5. None of the approved residential ‘live’ floor area in the live-work units shall be converted to nonresidential floor area or uses in the future.
6. The project shall be reviewed by the Design Review Committee prior to Final Development Plan approval.

As discussed below, all conditions of approval from that were required to be met prior to review of the Final Development Plan by the Planning Commission (i.e., Conditions 2, 3, and 4) have already been met.

PROJECT DESCRIPTION

Final Development Plan

The applicant is proposing to construct 15 Live-Work units in 6 buildings for a total of 20,450 sq. ft. of floor area. The property is zoned Auto-Urban Commercial (AC) and is approximately one-acre in size. This project would be a redevelopment of a property that is currently used primarily as a masonry and stone supply operation. The three existing older structures on the site would be removed.

The applicant desires to take advantage of the property’s direct access to Hwy 89 to promote live-work units that will likely include a larger retail and pedestrian component than other live-work units in the Town. The nonresidential work uses will be on the ground level and the residential uses will be on the upper floor of each unit. The individual units will range in size from 1,120 sq. ft. to 2,000 square feet and will be a mixture of two- and three-story structures that range from 26’ to 32’ in height.

The applicant is taking advantage of the 25% floor area bonus for deed-restricted affordable/employee housing allowed by Footnote 11 in Table 2400 Schedule of Dimensional Limitations. As part of the Sketch Plan, the applicant was permitted to apply the 25% bonus to additional live-work floor area because the live-work units were deemed to be essentially “self-mitigating” in terms of employee housing (i.e., each unit already has required employee housing above the work space).

The property has significant frontage along Hwy 89 on its east side (approx. 390 feet) and is bounded on the north side by AC zoning. Flat Creek crosses the southern portion of the property, requiring a 50 foot creek setback, and is close to the property’s western boundary. The site is mostly flat, except for a moderate “bench” slope that crosses the southern and western portion of the property and appears to be an old creek bank augmented with man-made fill over time. Little of this slope will be disturbed by the proposed

development, except for retaining/screening walls related to the parking spaces. The applicant is proposing to remove existing debris and equipment within the creek buffer and rehabilitate portions of the creek buffer area.

The applicant is proposing 10' setbacks on the east, north, and west sides of the property. In addition, a 50' creek setback due to Flat Creek is required on the south side of the property. The buildings that front the highway will be approximately 32 feet from the existing curb of the highway. The area in the ROW would be landscaped and maintained by the landowner. Parking areas and drive aisles are no closer than 5' to the property line, except for the parking spaces in the northwest corner that are proposed in the WDOT ROW subject to final approval WDOT. The applicant intends to remove the current older "Welcome to Jackson" sign that is partially located on its property (there is a new "Welcome to Jackson" on Hwy 89 south of High School Road that is the official welcome sign and so the rationale is two such signs are not necessary).

Primary access to the project will be from a single curb cut from Hwy 89. The project proposes to provide secondary access via a through-access to the properties to the north with a drive aisle that connects to an existing platted 30' wide frontage road that parallels Hwy 89. Connecting to this frontage road, which is currently not very well delineated, would allow users of the site to access adjacent properties to the north without the need for entering and reentering the busy highway with local traffic. This same drive aisle will bisect the property to provide circulation and access within the project, including fire access, to all of the units. The site plan shows 30 parking spaces or 37 when including tandem spaces, which are allowed in a PUD. In addition, the pathway and the pathway tunnel under the highway are immediately to the south of the property, providing very good multi-modal access to the project.

A water main will have to be extended to the site from the north to provide potable water. The site is already connected to the sewer system.

Using the PUD development option, the dimensional limitations for the entire PUD are shown below:

	Allowed/Required	Proposal	Complies?
FAR	0.40 + 25% for deed-restricted for affordable housing	0.40 + 4,090 sq. ft of additional live-work	Yes
LSR	0.45	0.487	Yes
Maximum Lot Coverage	30%	25.7%	Yes
Minimum Lot Size	22,500 SF	44,135 SF	Yes
Height	35'	26' - 32'	Yes
Parking	Independent	37	Yes

Please refer the applicant's submission material, for additional detail on Floor Area Ratio (FAR) calculations, parking requirements, proposed building heights, and unit sizes.

STAFF ANALYSIS

Changes from Sketch Plan

The purpose of the Sketch Plan is to represent a proposed development at a preliminary, conceptual level of detail in order to determine general compliance with the Jackson-Teton County Comprehensive Plan and these Land Development Regulations (LDRs). While the Final Development Plan must be substantially consistent with the Sketch Plan, it is expected that minor modifications to the approved Sketch Plan may be made to accommodate final engineering and site design needs. As long as these changes do not significantly

increase or change the scale, location, use, or impacts of the development, then such modifications are generally considered acceptable and do not trigger the need to amend the Sketch Plan.

The submitted Final Development Plan contains the following modifications from the approved Sketch Plan:

1. Some of the units on the north side of the site and fronting Hwy 89 were shifted approximately 2' to the south to allow some parking spaces to be increased to meet required 9' x 20' stall dimension.
2. The applicant added five additional parking spaces in the Hwy. 89 ROW that are not required by the LDRs but desired by the applicant. WDOT has given preliminary approval of these parking spaces in the ROW but the FDP is conditioned that the applicant shall obtain final WDOT approval for all proposed development in the ROW, including these five parking spaces.
3. In response to Sketch Plan Condition #3, the proposed site plan shows a 6' wide pedestrian path separated from the existing curb of the highway by 15 feet. This sidewalk has been approved by the Pathways Department and will allow the future installation of a bikeway by Pathways closer to the highway if desired.

These modifications to the Sketch Plan approval are not considered significant by Staff because they do not increase the density, intensity, use, impacts to neighbors, or basic function of the site. Thus, as discussed in more detail below, Staff finds that the submitted FDP is generally consistent with the approved Sketch Plan.

Purpose of the PUD

The purpose of the Planned Unit Development (PUD) option is:

1. To encourage flexibility, innovation of design and variety of development types in order to promote the most suitable use of a site.
2. To facilitate efficient provision of streets, utilities and municipal services.
3. To provide a functional system of pathways, both on and off site.
4. To achieve a compatible land use relationship with the surrounding area.
5. To preserve the unique, natural, scenic, historical and cultural features of a site.
6. To develop and preserve usable open space.
7. To encourage a high quality of design.
8. To encourage the conservation of energy.
9. To promote and encourage affordable housing.

Staff finds that due to the unique site configuration and proposed use as live-work units, that the PUD development option is the appropriate tool for reviewing the proposed development and meets the intent of the PUD purpose stated above.

Staff has specifically identified the following criteria for review as outlined in Section 2170.J Criteria for Review for analysis and consideration during the public hearing.

Density

Section 2170.J.3 of the Land Development Regulations states that the proposed density of all Planned Unit Developments shall be appropriate and compatible in terms of the surrounding neighborhood and the zoning district in which it is located. The allowable density of a PUD is determined upon review of the development against the base standards, the type and mix of units proposed, and the character of the surrounding land uses.

The proposed density for the project is 15 dwelling units per acre. By comparison, the Planned Residential tool in the AC district allows a density of 11.7 units per acre. While the proposal would allow more units,

these units would be significantly smaller than the average single-family dwelling and so the number of bedrooms or people housed on the site is probably equal to or less than what could be expected with a PRD. Staff notes that there are single-family detached homes across Flat Creek in the Hidden Ranch development that are at a significantly lower density than the applicant's proposal. However, considering a) the dense vegetative barrier along Flat Creek that screens much of the development from the Hidden Ranch properties, b) the considerable distance (150 feet or more) between the proposed live-work units and the residential properties, and c) the small scale of the units, Staff finds that the proposed units will be compatible with the expected density in the neighborhood. In addition, the Comprehensive Plan identifies this subarea as transitional with a desired future vision to add intensity due to its current zoning and location on Hwy 89. Thus, Staff finds that the proposed density falls within the requirement specified above and is consistent with the intensities expected for this property on the Hwy 89 corridor.

Open Space

The applicant has provided the required amount of Landscape Surface Ratio primarily in one large open area at the south end of the site — which is also the area within the required 50' creek buffer. The buffer area will provide convenient access to the creek for residents of the site. And with the expected habitat improvements, the buffer area will be an even more attractive amenity for the passive use of the residents. Additionally, the site is in close proximity to the bike path and the surrounding National Forest which will provide additional recreational opportunities for the residents of the development.

Arrangement, Design, and Streetscape

The proposed project includes 15 live-work units in six individual buildings. Three of the buildings front the highway, three buildings are located on the back of the property, and one building will span from the front to the back of the property. Staff finds that this proposed site layout is the best compromise for creating both a functional 'street wall' with an active streetscape as well as a site design that works for the unique needs of the live-work units.

Staff finds that the proposed 10' perimeter setbacks, while minimal, are adequate to address any compatibility issues with surrounding properties. The only residential properties that will be potentially impacted are located across Flat Creek in the Hidden Ranch development. However, because Flat Creek creates a de-facto setback of over 100' (two 50 foot creek buffers plus the distance of the creek itself) between the proposed development and the closest Hidden Ranch houses, the proposed units will be at least twice as far from the Hidden Ranch houses as those houses are from each other.

Consequently, even though a rear setback of 10' is smaller than typical when adjacent to residential property, the unique circumstance of the Flat Creek buffer means no residential development will be located close to the project from the Hidden Ranch direction. In addition, the heavy existing vegetation combined with 15 plant units of new landscaping will provide additional protection for the single-family homes.

The 10' front setback is less than the typical setback of 20' along the highway but will allow the applicant the flexibility to push some of the live-work buildings closer to the sidewalk and create a more pedestrian-friendly environment and better-defined street wall. These are both important goals of the Comprehensive Plan. They are also goals that the base AC zone standards generally fail to achieve and which the PUD option can better address. In addition, the 10' front setback would allow structures no closer to the front property line than the largest existing building on the site which is currently about 5' from that property line.

In terms of landscaping, the applicant is required to provide 1 plant unit of landscaping for each residential unit for a total requirement of 15 plant units. The conceptual landscape plan shows approximately 18 units of landscaping, with most of the landscaping located on the perimeter of the site and fewer plantings in the

internal areas of the project. This approach is consistent with Staff's concerns about buffering neighboring uses from the development and buffering users and residents of the site from the busy highway. The applicant has adequately addressed the important issue of screening the headlights of cars from nearby residential properties by the use of screening walls. Staff finds that the proposed landscape plan meets or exceeds the landscape requirements in the LDRs.

Staff and the Town Engineer are supportive of the removal of the older "Welcome to Jackson" sign that is partially located on its property. While the sign does have some historic value, it is redundant with the new "Welcome to Jackson" on Hwy 89 south of High School Road which is located at the true entrance to Jackson.

Traffic Circulation

The primary access to the development will be from Hwy. 89 using a new curb cut that is immediately south of the current curb cut. This location has been conceptually approved by WDOT. Secondary access to the site will be provided by the cross-access drive on the north end of the property. This will enable vehicles to travel to and from the project site from the north without using the highway. This is consistent with the Comprehensive Plan's goals of increasing access across lots in commercial corridors such as this. Staff finds that the proposed site access will be adequate to meet the demands of the development.

During the Sketch Plan process, START inquired about the possibility of including a bus pull-out on the highway in front of the project to serve as the first stop in Town for commuters coming from Alpine. Based on further conversations with START, Pathways, and the applicant, it has been agreed that locating pull-out in front of the applicant's property would interfere with a future pathway and might be better located on a property to the north where the ROW is wider if and when START is ready to pursue such an option. Thus, no START bus pull-out is proposed with this project.

Parking

The PUD regulations allow flexibility in the parking requirement on an individual, project-by-project basis. The applicant is proposing to construct 37 parking spaces, including 7 tandem spaces. This is an average of 2.5 spaces per unit, which is significantly more than the 1.5 spaces/unit live-work units would require under Sec. 231400.G. While the Town generally seeks to minimize parking, the highly auto-oriented location of these live-work units adjacent to Hwy 89 indicates that these units should get higher-than-average vehicular visitation. Staff also notes that the applicant understands that the five parking spaces located in the WDOT ROW may be removed in the future to make space for a sidewalk extension or new bicycle path. The removal of these spaces would not be a compliance issue because the spaces are "overflow" parking and not required by the LDRs. While adding parking in front of the project is not necessarily Staff's preference, this configuration should work reasonably well given the existing conditions and is not likely to be the long-term outcome considering the Pathways Department's future plans in this corridor. Allowing this type of flexibility in determining a project's specific parking needs is an appropriate use of the PUD option.

In terms of bicycle access and parking, the project site is located adjacent to the Town Pathway as it crosses under Hwy. 89 and so has very good bicycle access. Furthermore, given the possible future pathway and multi-modal transportation improvements along this corridor, the applicant recognizes that promoting bicycle (and pedestrian) access to their site is an important component to their long-term success. Thus, while bicycle parking is not required for this project because live-work units are a residential use, the applicant is providing a bike rack in the northwest area of the site after consulting with the Pathways Department and getting their approval. Staff finds that the applicant has met the requirements of conditional of approval #2 of the Sketch Plan which required the applicant to work with the Pathways Department to identify a location for a bike rack for residents and visitors that would promote bike access and provide for the orderly storage of bikes.

Staff finds that this is an ideal project to begin to implement the transportation goals of the Comprehensive Plan specifically including the following:

- *Principle 7.1—Meet future transportation demand through the use of alternative modes*
- *Policy 7.1.d: Discourage use of single occupancy motor vehicles (SOV)*
- *Policy 7.2.b: Interconnect all modes of transportation*

Pedestrian Access

Pedestrian access to the site will be provided primarily by a new 6' wide sidewalk on Hwy 89 that will replace the existing sidewalk located immediately adjacent to Hwy 89. The new sidewalk will be located to the east of the existing sidewalk and closer to the proposed units. The existing sidewalk will be replaced with sod and become part of an expanded landscape buffer along the highway frontage. Per condition of approval #3 of the Sketch Plan, the applicant has worked with the Pathways Department which has approved this final sidewalk design that leaves adequate space for a future pathway improvements contained in the Pathways Master Plan.

Pedestrian circulation within the project would primarily take place informally by using the parking drive aisle and the secondary sidewalk provided on the eastern edge of the site against the buildings. Staff finds that the proposed access points and sidewalks for the project are adequate and will provide safe pedestrian circulation throughout the site.

Affordable/Employee Housing

Section 49430 Exemptions of the Town Residential Affordable Housing Standards exempts live-work units from the affordable housing requirements. The applicant is also using and applying the 25% FAR bonus for deed-restricted housing (4,090 sq. ft.) in Footnote 11 of Table 2400, Schedule of Dimensional Limitations, to additional live-work space. The Town Council approved this use of the FAR bonus for the Sketch plan and is consistent with past approvals for live-work projects which have been deemed essentially self-mitigating for affordable housing.

Development Exactions

The applicant has indicated that its final goal will be to convert the live-work units to townhomes. If this development option is pursued, subdivision of the property will be subject to the park and school exactions in Division 49600; Park Exactions and Division 49700: School Exactions.

Design Review Committee Review

Per Condition #6 of the Sketch Plan, the applicant was required to go to the Design Review Committee (DRC) prior to Final Development Plan approval. The primary reason for this condition was to ensure that the visual impacts from the colors and materials of the proposed units, as well as the headlights of cars, were minimized to neighbors of the Hidden Ranch subdivision. The applicant met with the DRC on July 9, 2014, and August 13, 2014 and presented their color and material palettes. The DRC was highly supportive of the project and gave their recommendation of approval at the August meeting after considering final renderings and physical samples of the exterior materials that will be used for the project.

Planning Commission

The Planning Commission held a hearing on the Final Development Plan for this project on August 6, 2014. The Planning Commission was satisfied that the FDP was consistent with the Sketch Plan and that all changes were minor and acceptable. The Planning Commission expressed concern, however, over whether the submitted stormwater management plan properly detained runoff in terms of protecting Flat Creek. Staff subsequently spoke with Town Engineer, Shawn O'Malley, who confirmed that the submitted stormwater plans were sufficient in detail and compliance for what is typically required at Final Development Plan and that, if anything, the applicant is going beyond the required standards. Staff is satisfied with the Town Engineer's response and so no condition of approval has been added to this project related to the stormwater management plan.

STAFF FINDINGS

Item A: Planned Unit Development. All Planned Unit Development proposals, whether in the form of a Sketch Plan or Final Development Plan, may be approved only if all of the following findings are made:

1. *The proposed project substantially achieves the stated purposes (as applicable) of this section, and that it is an appropriate and legitimate application of the Planned Unit Development Plan process.*

Staff finds that the proposed PUD provides a higher level of flexibility and creativity needed to accommodate the needs of live-work units on this long and narrow lot than would be possible under the base AC zone. In particular, the PUD allows the project to respond to the very different challenges and opportunities presented by the busy highway on one side of the property and the more natural creek environment on the other. Staff finds that due to the unique site configuration and proposed use, that the PUD development option is the appropriate tool for reviewing the proposed development and meets the intent of the PUD purpose.

2. *The proposed project is in substantial compliance with applicable standards and criteria of this section.*

Staff finds that the proposed project meets or exceeds all applicable FAR, LSR, and lot coverage standards of the PUD.

3. *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.*

Staff finds the PUD project would provide new and unique commercial opportunities for entrepreneurs trying to serve both residents and tourists and thus preserves and enhances the goals of the underlying zoning district. The purpose of the Auto Urban Commercial district is as follows:

...to provide for commercial development that is oriented to the street and is easily accessed by automobiles, with adequate parking and pedestrian connections to adjoining developments in order to promote non-vehicular movement between buildings in commercial areas. Uses in the AC District primarily serve residents' commercial needs, and some tourist service uses. The AC District is intended to be applied to community-serving commercial areas.

Staff finds that the proposed development is consistent with the purpose of this district.

4. *That streets and intersection serving the project will not be reduced to unacceptable levels of service, nor will the safety of motorists, pedestrians, and cyclists be jeopardized.*

Staff finds that by minimizing curb cuts onto Hwy 89 the development will not have a negative impact on the traffic circulation or safety of multi-modal users of the transportation system. The Town Engineer is also satisfied that the proposed development will not reduce nearby streets or intersections to unacceptable levels of service or create any other safety hazards.

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

Staff finds that the proposed PUD will not overburden public schools, parks, or other public services.

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

Sidewalks, enhanced landscaping, off-street parking, and other mitigating measures are included in the proposed PUD at a level that Staff finds sufficient. Thus, Staff finds that all impacts associated with the proposed PUD would be effectively mitigated.

Item B: Pursuant to Section 51200.E Development Plan Standards of the Land Development Regulations, the following findings shall be made for the approval of a Final Development Plan.

1. ***Consistent With the Comprehensive Plan.*** *The proposed development plan shall be consistent with the purposes, goals, objectives and policies of the Comprehensive Plan, including standards for building and structural intensities and densities, and intensities of use.*

The proposed application is located in Character District #5 West Jackson, specifically Sub-area 5.1 West Jackson Highway Corridor of the 2012 Comprehensive Plan. In order to review the application for conformance with the Comprehensive Plan, staff has reviewed the Policy Objectives for District 5 as follows:

Common Value 1: Ecosystem Stewardship

Not Applicable.

Common Value 2: Growth Management

Policy 4.1.b: Emphasize a variety of housing types, including deed-restricted housing

Staff finds that by providing live-work units the PUD is providing a much-needed type of housing product lacking in the community. In addition, some of the residential units will be voluntarily deed-restricted for affordable housing, further addressing a critical housing need in the community.

Policy 4.1.d: Maintain Jackson as the economic center of the region

Staff finds that the development of live-work units in this location will help to promote the economic viability of the region by creating small, flexible, and relatively affordable spaces for entrepreneurs to start and maintain businesses.

Policy 4.2.c: Create vibrant walkable mixed use subareas

Staff finds that the development significantly improves the pedestrian environment of the site with new sidewalks will add retail uses and other activities to increase pedestrian use and support local commercial businesses within walking distance to the development.

Policy 4.3.a: Preserve and enhance stable subareas

Not Applicable.

Policy 4.3.b: Create and develop transitional subareas

Staff finds that the proposed development will revitalize a currently underutilized site in a prominent transitional subarea into a project consistent with the desired future vision described for Subarea 5.1.

Policy 4.4.b Enhance Jackson gateways

Staff finds that the redevelopment of this important gateway site, which includes the demolition of three older buildings and removal of unsightly debris and trash on the site, will significantly improve the visual appearance of the site and make it a more prominent and integrated part of the community.

Common Value 3: Quality of Life

Policy 5.3.b: Preserve existing workforce housing stock

Not Applicable.

Policy 6.2.b: Support businesses located in the community because of our lifestyle

Staff finds that by providing live-work units in this location the PUD will encourage local entrepreneurial opportunities by creating small, flexible, and relatively affordable spaces for entrepreneurs to start and maintain businesses and which are not readily available in other places in the Town.

Policy 6.2.c: Encourage local entrepreneurial opportunities

Staff finds that by providing live-work units in this location the PUD will encourage local entrepreneurial opportunities by creating small, flexible, and relatively affordable spaces for entrepreneurs to start and maintain businesses and which are not readily available in other places in the Town.

Policy 6.2.d: Promote light industry

Not applicable.

Policy 7.1.c: Increase the capacity for use of alternative transportation modes

Staff finds the development increases the potential use of alternative modes of transportation by concentrating additional residential and commercial development close to the existing pathway, and improving the existing sidewalk along Hwy 89 while leaving adequate space for future multi-modal facilities.

Policy 7.2.d: Complete key Transportation Network Projects to improve connectivity

Not Applicable.

In addition, staff finds that the application should be reviewed for consistency specifically with subarea 5.1 Central Midtown which states as follows as the desired vision for the subarea:

This mixed use, TRANSITIONAL Subarea is dominated by South Highway 89 and acts as the southern gateway to the Town. In the future, the enhancement of the Highway 89 corridor will be achieved by high quality mixed use development with improved internal circulation between lots and adjacent residential areas. Specific attention should be given to consolidating the multiple access points to the highway in this area. Development intensity should be oriented towards the corridor and configured in two and three story mixed use buildings with an adequate landscape buffer from the busy highway corridor. Parking areas should be predominantly in the rear or screened from view. On lower levels of buildings, a variety of non-residential uses catering to locals will be desirable, with residential uses predominantly located on the upper levels or to the rear of lots and not adjacent to the highway. Future structures will be predominantly mixed use, while multifamily will be allowed if it properly addresses the street. Some single use and auto-oriented uses (e.g. gas stations and auto dealers) will still be needed in the future. These uses should follow the desired building form and pattern as much as possible, including providing connectivity by all travel modes to adjacent lots.

Staff finds that the project is consistent with this described vision specifically by proposing to redevelop an underutilized site with significant residential and nonresidential intensity in this area. In addition, staff finds that the proposed design, which has an appropriate setback from the street and a desirable amount of landscaping and functional open space, is consistent with the desired vision for this transitional subarea.

2. **Impact on Public Facilities.** *The proposed development plan shall not have a significant adverse impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire and EMT facilities.*

Staff finds that the proposed development will not have a significant adverse impact on public facilities beyond that of a use allowed by right within this zone.

3. **NRO/SRO.** *Any proposed development plan involving lands within the NRO or SRO shall achieve the standards and objectives of both the NRO, pursuant to Division 3200, Natural Resources Protection and Natural Resources Overlay (NRO) District, and the SRO, pursuant to Division 3300, Scenic Resources Overlay (SRO) District.*

Staff finds the proposed site is not located in the NRO/SRO.

4. **Other relevant standards of these Land Development Regulations.** *The proposed Development Plan shall comply with all standards imposed on it by all other applicable provisions of these Land Development Regulations for use, layout, and general development characteristics.*

Staff finds the proposed development shall comply with all other standards of the LDRs.

5. **Conditional and Special Uses.** *The proposed development plan shall comply with the conditional or special use standards, as applicable, pursuant to Section 5140.B, Conditional Use Standards or Section 5140.C, Special Use Standards, if the proposed use is specified as a Conditional or Special use in Table 2200, Use Schedule.*

Not Applicable.

ATTACHMENTS

Department Reviews
Applicant Submittal

RECOMMENDATIONS/ CONDITIONS OF APPROVAL

Planning Director

The Planning Director recommends **approval** of a Final Development Plan for a Planned Unit Development option to allow 15 live-work units in six buildings for a total of 20,450 square feet located at 1200 South Highway 89 subject to the following conditions:

- 1) The applicant within 60 days of the approval of the application shall comply with the requirements of Section 2170.L: Certificate of Standards of the Land Development Regulations.
- 2) The applicant shall obtain final WDOT approval of the access/curb cut and all encroachments in the Hwy 89 ROW (e.g., parking spaces, landscaping) prior to approval of the Final Development Plan.

Planning Commission

The Planning Commission recommends **approval** of a Final Development Plan for a Planned Unit Development option to allow 15 live-work units in six buildings for a total of 20,450 square feet located at 1200 South Highway 89 subject to the following conditions:

- 1) The applicant within 60 days of the approval of the application shall comply with the requirements of Section 2170.L: Certificate of Standards of the Land Development Regulations.
- 2) The applicant shall obtain final WDOT approval of the access/curb cut and all encroachments in the Hwy 89 ROW (e.g., parking spaces, landscaping) prior to approval of the Final Development Plan.

SUGGESTED MOTIONS

Item A – Planned Unit Development

I move to make findings 1-6 as set forth in Section 2170.K (PUD Standards) of the Land Development Regulations relating to 1) Purposes of the Planned Unit Development; 2) Substantial compliance with applicable standards; 3) Character objectives; 4) Streets and intersections; 5) Density; and 6) Mitigation of adverse impacts, for Item P14-037 to allow 15 live-work units in six buildings for a total of 20,450 square feet located at 1200 South Highway 89, subject to two (2) conditions of approval and the department reviews attached hereto.

Item B – Final Development Plan

I move to make findings 1-5 as set forth in Section 51200.E (Final Development Plan Standards) of the Land Development Regulations relating to 1) Consistency with Comprehensive Plan; 2) Impact on Public Facilities; 3) NRO/SRO; 4) Other Relevant Standards of the Land Development Regulations; and 5)

Conditional and Special Uses for Item P14-037 to allow 15 live-work units in six buildings for a total of 20,450 square feet located at 1200 South Highway 89, subject to two (2) conditions of approval and the department reviews attached hereto.

RZEKA LIVE/WORK

Rzeka Live Work Townhouse Addition to the Town of Jackson, Wyoming
1200 South Broadway Hwy 89, Town of Jackson, Teton County, Wyoming

Application for a Planned Unit Development: Final Development Plan



Submitted on:
June 24th, 2014

Submitted to:
Town of Jackson Planning Department

Represented by:
Rzeka, LLC

Submitted: June 24, 2014

RZEKA LIVE/WORK

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In accordance with Land Development Regulation 51200.D

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Supporting Attachments

In accordance with Land Development Regulation 51200.D

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Draft Covenant & Restrictions	Attachment G
Engineer's Statement	Attachment H

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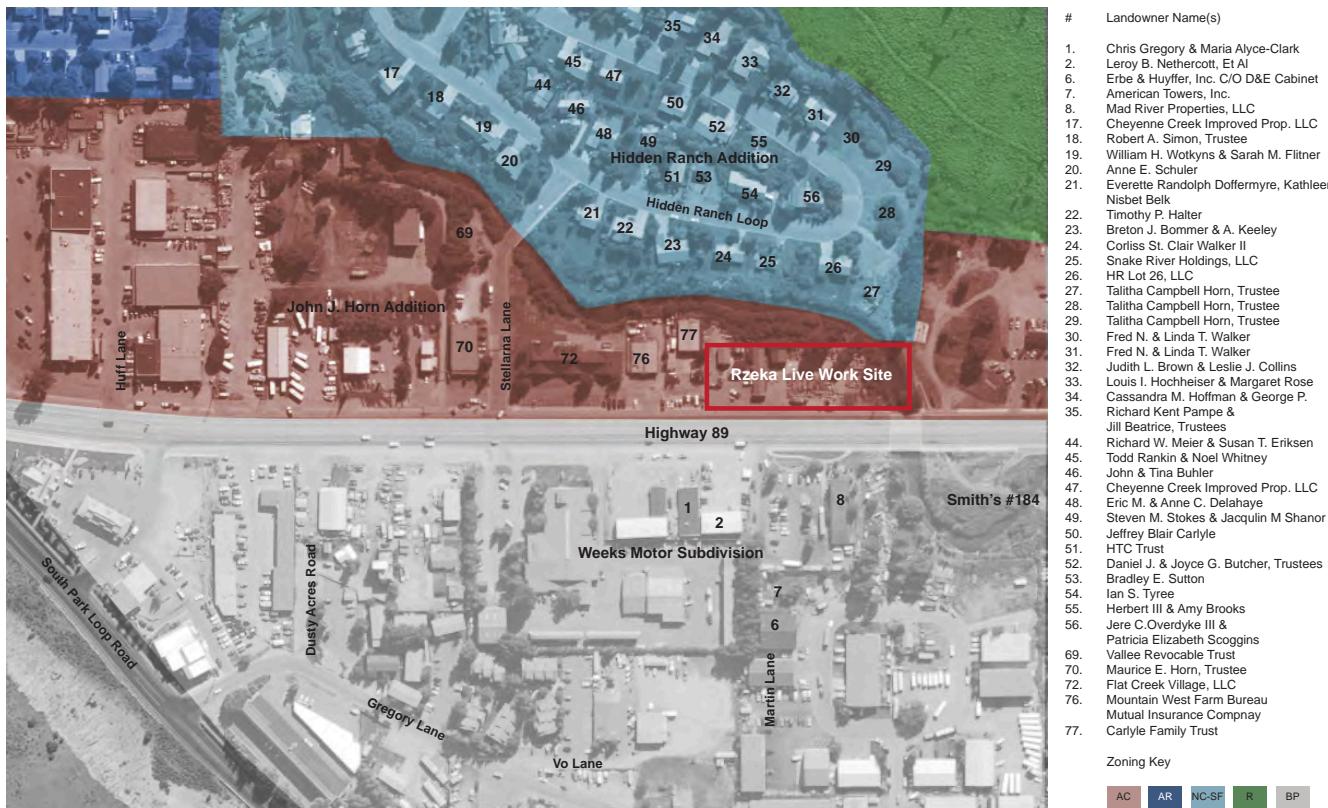
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Vicinity Map. Please see attachment B for an enlarged copy

PROJECT DESCRIPTION

Site Description

*Supported by:
Attachments A, B, D*

The proposed Rzeka Live/Work PUD (herein after referred to as "Project") is located at 1200 South Broadway in Jackson, Wyoming. The project is currently within the Town of Jackson's Auto-Urban Commercial (AC) zoning district, and is a redevelopment of a property that was formerly used primarily as a masonry and stone supply operation and has three older existing structures that are proposed to be removed.

The 1-acre property totals 44,135 sf and is bounded by South Broadway (Highway 89) to the west, private residential lots to the east and existing commercial development in AC zoning to the north and south. Flat Creek crosses the southern portion of the property, requiring a 50 foot creek setback, and is close to the property's western border. The site is mostly flat, except for a moderate "bench" slope that crosses the southern and western portion of the property. The slope is currently disturbed and augmented by man-made fill. Little of the slope will be disturbed by the proposed development, except for the retaining/screening walls related to parking spaces.

The Project is proposing 10' setbacks on the east, north and west sides of the property. In addition, a 50' creek setback due to Flat Creek is required on the south side of the property. The buildings that front the highway will be approximately 43' from the back of the existing curb of the highway. The area in the ROW is proposed to be landscaped and maintained by the HOA.

Primary access to the project will be from a single curb cut from Highway 89. The Project proposes to provide secondary access via a through-access to the properties to the north with a drive aisle that connects an existing platted 30' wide frontage road that parallels Highway 89. Connecting to this frontage road, which is currently not very well delineated, would allow users of the site to access adjacent properties to the north without the need for entering and reentering the busy highway with local traffic. The same drive aisle will bisect the property to provide circulation and access within the project, including trash pickup and fire access to all of the units.

Legal Description of Site

*Supported by:
Attachment D*

A portion of Lot Four (4) and the SW 1/4 NW 1/4 of Section 5, Township 40 North, Range 116 West, within the incorporated limits of the Town of Jackson, Teton County, Wyoming.

Building Descriptions

*Supported by:
Attachment A, C*

On the property, Rzeka, LLC proposes to construct (15) residential live-work units totaling 20,450



Proposed Project, viewed from northwest corner of site, looking southeast

Submitted: June 24, 2014

square feet of living and work space within a mix of six (6) multi-unit and multi-level buildings. There are four "types" of units, described in the following table:

Type	Main Floor Work Area (SF)	2nd Floor Live	Mezzanine	3rd Floor Live	Total (SF)
A	544	576	N/A	N/A	1,120
B	522	763	N/A	N/A	1,285
C	522	768	250	N/A	1,540
D	575	1,025	N/A	400	2,000

Particular descriptions of each building are as follows:

Three separate buildings, containing a total of seven live/work units, are located at the western edge of the site, facing South Broadway. These buildings are referred to in the attached site plan as Buildings 1, 3 and 5.

- *Building 1 contains one (1) Type C live/work unit with one level + mezzanine of living space over the ground level commercial space. Building 1 also contains one (1) Type B live/work unit with one level of living space over the ground level commercial space.*
- *Building 3 contains two (2) Type A live/work units, each consisting of one level of living space over the ground level commercial spaces.*
- *Building 5 contains three (3) Type A live/work units, each consisting of one level of living space over the ground level commercial spaces.*

One building, containing three live/work units, addresses both Hwy 89/South Broadway to the west, as well as the John J. Horn frontage road to the north. This is referred to in the attached site plan as Building 6.

- *Building 6 contains one (1) Type B live/work unit with one level of living space over the ground level commercial space, one (1) Type D live/work unit containing two levels of living space over the ground level commercial space, and one (1) Type C live/work unit containing one level + mezzanine of living space over the ground level commercial space.*

Two buildings, containing a total of five live/work units, line the east boundary of the site, facing Flat Creek and lots 24, 25, 26 and 27 of Hidden Ranch. These buildings are referred to as Buildings 2 and 4 in the attached site plan.

- *Building 2 contains two (2) Type C live/work units containing one level + mezzanine of living space over the ground level commercial space.*
- *Building 4 contains two (2) Type B live/work units with one level of living space over the ground level commercial space, and one (1) Type C live/work unit with one level + mezzanine of living space over the ground level commercial space.*

Live/Work Commentary

The business that will occupy the ground floors of all of the units will create an active street front and will help to promote pedestrian access to this part of town. The units facing Highway 89 have a higher

ratio of commercial space than those facing Flat Creek, further encouraging pedestrian access.

Per LDR Section 231400 and modified by Sketch Plan Condition of Approval #5

The Project satisfies all of the requirements set forth in Items A-H of Section 231400 of the LDR. As required by Condition of Approval #5 in the Staff Report dated May 29th, 2014 and approved by the Town Council on June 2nd, 2014, none of the approved residential "live" floor areas in the live/work units shall be converted to nonresidential floor area or uses in the future.

Parking

*Supported by:
Attachments A & D*

The site plan shows 25 parking spaces, with 32 total proposed with tandem parking spaces, which are allowed under the PUD regulations. The Project requires two (2) spaces to be indicated as ADA accessible spaces.

Each unit has (2) two unenclosed deeded parking spaces on the first level. Depending upon the unit, the deeded parking is either side-by-side or tandem, and is either fully exposed or partially tucked under the second level of the unit to which the space is deeded. The remaining (and fully exposed) spaces are reserved for visitors to the commercial spaces.

An additional five (5) overflow parking spaces are being proposed in the R.O.W. at the northwestern corner of the site. Parking is already occurring at this location and within the R.O.W. to the north of our site.

Pedestrian/Bike/START Connections

*Supported by:
Attachments A & D
Sketch Plan Conditions of Approval #2-#4*

By concentrating development along HWY 89 and within close proximity to downtown Jackson, the Project site promotes access by pedestrian as well as bike pathways. An existing bicycle/pedestrian pathway, connecting Broadway/Highway 89 to areas west and east of the highway, crosses under Broadway/Highway 89 just to the south of the Project. The Project team is currently working with Brian Schilling, the Pathways Coordinator for the Town of Jackson, to implement a combined pedestrian/bicycle pathway to serve the Project, provide guest bicycle parking, and to connect the proposed Project to existing pathways in the Town's system. Additionally, we are working with Brian Schilling to ensure that the proposed combined pedestrian/bicycle pathway can easily be integrated into planned future Pathways improvements along Broadway.

Rzeka, LLC is also working with Janice Sowder at START to explore the possibility of adding a bus pullout for the Project. However, after careful study and understanding the impacts of the bus pullout on the pedestrian and cycle paths requested by Pathways, we believe a more feasible location for the pullout would be just to the north of the property, where the R.O.W. is deeper and the buildings are pushed further back from the R.O.W.

At the time of this submittal, neither Brian Schilling or Janice Sowder have had an opportunity to comment on our studies. We look forward to working with both Mr. Schilling and Ms. Sowder upon their return to develop a feasible and vibrant solution and will inform the Planning Staff immediately.



Proposed Project, viewed from northeast corner of site, looking southwest

Submitted: June 24, 2014

Easements

There are no existing easements associated with the Rzeka Live/Work. An existing TOJ sanitary sewer main and manhole encroach into the Rzeka property without a dedicated easement.

As part of the development program, the project will be platted as a townhome PUD. Each live/work unit will be within its own lot. The remaining area within the development will be dedicated as a separate lot, which will essentially be a non-exclusive utility easement. The dedicated lot removes the need for specific, defined easements or rights-of-way for public utilities such as domestic water and electric and can include the private utilities within the development such as sanitary sewer and drainage elements. The roads, travel ways, and parking areas will be privately owned and maintained, removing the need for dedicated easements. The easement boundary, definition, and grantees will be defined during the utility construction drawing and final plat submittals.

Underground Utilities

*Supported by:
Attachment D*

The development will provide corridors for public utilities such as electric, CATV, phone, and other internet services. The locations for these underground utilities is being coordinated with the utility providers and will be further defined on the construction documents.

Water Distribution System

*Supported by:
Attachment D, H*

Water will be supplied by the Town of Jackson. A preliminary water distribution system layout and anticipated water demand was forwarded to the Town's consulting engineering firm (Jorgensen Associates) for analysis. The analyses report that an 8-inch supply main and looped pipe system can provide the maximum daily demand coupled with the required fire flow. See the attached memorandum dated June 16, 2014 (Attachment H).

The new 8-inch supply main will tie into the existing 12-inch water main located just south of Stellarna Lane. The new 8-inch main will extend southward to Rzeka Live/Work. The new water main will parallel and replace an existing 6-inch that terminates at the northern property boundary at a fire hydrant. The main pipeline will be installed within the WYDOT frontage road right-of-way. The 8-inch water main will loop through the development; one leg of the loop within the Rzeka access roadway and the other leg to the west within the WYDOT HWY right-of-way.

Fire protection will be provided by the existing hydrant at the northern end of the property and one new hydrant within the development. The hydrants are approximately 255-feet apart from each other. Domestic and fire sprinkler supply water will be provided to each of the 15-units. Connections for irrigation supply will be provided off of the looped 8-inch main.

Sanitary Sewer System

*Supported by:
Attachment D*

Submitted: June 24, 2014

Sanitary sewer service will be provided by the Town of Jackson. The Town of Jackson Engineer has stated that the existing system has sufficient capacity to service the Rzeka Live/Work at the density proposed.

An existing Town of Jackson sanitary sewer main extends into the property near the middle of the western boundary. The depth of the existing manholes are only about 4-feet deep. The only reasonable options to service the development would be to raise the building site at least 3.5-feet or construct a system that collects the development's sewer and pumps it into the existing manhole. Rzeka chooses to build a sewer lift station. The proposed sanitary sewer system within the development will be privately owned and maintained up to the point of connection at the existing TOJ manhole.

Storm Sewer System

*Supported by:
Attachment D*

There are no storm sewer collection systems proposed within the development. Storm runoff will be conveyed via streets and landscaped areas. Runoff will be detained within dedicated basins as defined on the site grading and drainage plan. The detention basins will be privately owned and maintained by the development HOA.

Water Quality

*Supported by:
Attachment D*

Because the proposed site is primarily impervious and has a high runoff rate, the stormwater detention facility is designed to create a runoff less than or equal to the estimated rate calculated assuming the site was covered in grass, or true pre-developed conditions. Additionally, the detention pond is designed to capture all of the water quality capture volume (WQCV) typically taken as 100% of the 2-year storm event. This runoff volume is important because it contains the majority of the potential creek contaminants such as oils, dirt, trash, etc. The detention pond will capture this complete volume and allow for natural infiltration in order to reduce the amount of contaminants entering Flat Creek. The 100-year storm event will be collected, detained, and released at pre-developed rates. See Sheet No. C17 in Attachment D for the complete stormwater report.

Access and Circulation

*Supported by:
Attachment D*

There will be two points for vehicular access to the project site. The main entrance is in the southern portion of the property where it provides direct access to South US Highway 89; the secondary access is on the northern end of the site where it ties into an existing frontage road which in turn provides numerous access points to South US Highway 89. These driveways are shown on Sheet No. C6 of Attachment D. A traffic study is not required per the Town of Jackson Engineer. The proposed access onto South US Highway 89 has been verbally approved by WYDOT and will be approved along with all proposed work in the right of way once the final design plan has been submitted.

The main access utilizes standard "catch" curb and gutters to capture stormwater runoff within the HWY right-of-way and convey it to the highway storm sewer. A cross-section of the access road can be found in Attachment D, Sheet No. C7



Proposed Project, viewed from southeast corner of site, looking northwest

Submitted: June 24, 2014

The interior road provides access to all units within the project location. The interior road has a minimum of 20-ft wide drive aisle. The majority of the road is a 2% reverse crown with vertical curbs to transport storm water to the road centerline which then slopes at 0.5% down to the detention facility. Portions of the road slope to a typical “catch” curb and gutter in order to transport runoff to the proper location. Some portions of the road shift at grade to grass in order to provide a softer transition from road to green space.

Landscaping

*Supported by:
Attachment E*

The site will be landscaped with a mixture of evergreens and deciduous trees, selected for their suitability to the local climate conditions, to provide sun shading, visual and auditory privacy from Highway 89, and seasonal visual interests. Smaller shrubs and multi-stemmed plantings will help to define the ground level, while grass is proposed for the R.O.W. Please refer to the landscape plan in Attachment E for additional landscaping, site lighting and site irrigation information.

Trash

*Supported by:
Attachment A*

Rzeka, LLC met with Westbank Sanitation to discuss optimal trash container locations and servicing times. During the Sketch Plan review process, the neighbors east of the property (across Flat Creek) mentioned concerns with trash pick-up times. We discussed a later pick-up time agreement with Westbank Sanitation, which they verbally agreed would not be an issue. Two dumpster locations are currently shown in the site plan, and were reviewed by Westbank Sanitation for ease of truck access.

Proposed Construction Schedule

Rzeka, LLC is proposing to start site demolition in July of 2014, with erosion control, rough grading and foundation excavation starting in early August of 2014. Pending Final Development Plan, building permit and WDEQ approvals, site utilities are proposed to be installed in September of 2014. Construction on buildings 1-3 is proposed to start in the fall of 2014, with construction on buildings 4-6 starting in the spring of 2015. Concurrently with the start of construction of buildings 4-6, construction will commence on the remaining site work, including the main access drive, curbs stormwater detention and site lighting. Buildings 1-3 will be complete in the fall of 2015, with buildings 4-6 completed by spring of 2016. If conditions allow, construction on all units may begin in the fall of 2014, with project completion targeted for the fall of 2015.

DEMONSTRATION OF COMPLIANCE WITH PLANNED UNIT DEVELOPMENT CRITERIA

Pursuant to Section 2170 Planned Unit Development

SECTION 2170.J.1 Conformance With Comprehensive Plan

This project substantially complies with the Jackson-Teton County Comprehensive Plan. The proposed application is located in Character District #5 West Jackson, specifically Sub-area 5.1 West Jackson

Highway Corridor of the 2012 Comprehensive Plan.

SECTION 2170.J.2 Conformance with other applicable regulations

Compliance with all applicable regulations has been ensured through this Final Development Plan application.

SECTION 2170.J.3 Density

The proposed density for the Project is 15 dwelling units per acre. This density was represented and supported in the narrative provided by Planning Staff Sketch Plan Reports dated May 16th, and May 29th 2014, and subsequently approved by the Planning Commission on May 21st and Town Council on June 2nd, 2014.

SECTION 2170.J.4 Variety of Unit Types

The proposed Project consists of (15) residential live-work units totaling 20,450 square feet of living & work space within a mix of six (6) multi-unit and multi-level buildings. Additional detailed commentary on the various unit types can be found on pages 5-6 of this application under the heading “Building Descriptions.”

SECTION 2170.J.5 Open Space

The Project provides the required amount of Landscape Surface Ratio primarily in one large open area at the south end of the site, which is also the area within the required 50' creek buffer. The buffer area will provide convenient access to the creek for residents of the site. The Project team will be approaching the Teton County Conservation District to investigate opportunities to further improve the vegetation within the buffer area. Furthermore, the site is in close proximity to the bike path and the surrounding National Forest, which will provide additional recreational opportunities for the residents of the development. Please see Attachment E for addition information, commentary and calculations.

SECTION 2170.J.6 Historical and Cultural Resources

Rzeka, LLC is unaware of any historic or cultural resources existing on the site.

SECTION 2170.J.7 Arrangement and Design

Please refer to headings “Site Description,” “Building Description,” “Parking,” and “Live/Work Commentary” on pages 4-10 in this application for a detailed description supporting this requirement. This representation was represented and supported in the narrative provided by Planning Staff Sketch Plan Reports dated May 16th, and May 29th 2014, and subsequently approved by the Planning Commission on May 21st and Town Council on June 2nd, 2014.

SECTION 2170.J.8 Access

The businesses that will occupy the ground floors of all of the units will create an active street front and will help to promote pedestrian access to this part of town. The units facing Highway 89 have a higher ratio of commercial space than those facing Flat Creek, further encouraging pedestrian access to the



Proposed Project, viewed from southwest corner of site, looking northwest at main entrance off Highway 89

site. Please refer to headings "Site Description" on page 4, "Pedestrian/Bike/START Connections" on page 6 and "Access and Circulation" on page 8 of this application for a detailed description of access strategies.

SECTION 2170.J.9 Circulation

Please refer to headings "Site Description" on page 4 and "Access and Circulation" on page 8 of this application for a detailed description of circulation strategies.

SECTION 2170.J.10 Emergency Access

Adequate emergency access and circulation is provided to all of the units.

SECTION 2170.J.11 Streetscapes

A streetscape and landscape plan is included as Attachment E in this submittal.

SECTION 2170.J.12 Pedestrian System

Pedestrian circulation within the project would primarily take place informally by using the parking drive aisle within the center of the proposed Project, and the secondary approach sidewalks provided on the western edge of the site to serve the units facing Highway 89. This secondary system of approach sidewalks connect to the proposed combined pedestrian/bike path requested by Pathways. Please refer to heading "Pedestrian/Bike/START Connections" on page 6 for additional detailed descriptions of the proposed strategies.

CONFORMANCE WITH APPLICABLE FINDINGS

Pursuant to Section 2170 Planned Unit Development (PUD)

SECTION 2170.K Findings for Approval

1. The proposed Project substantially achieves the stated purposes (as applicable) of this section, and is an appropriate application of the Planned Unit Development process

The proposed PUD provides a higher level of flexibility and creativity needed to accommodate the needs of live-work units on the long and narrow lot than would be possible under the base AC zoning. In particular, the PUD allows the project to respond to the very different challenges and opportunities presented by the busy highway on one side of the property and the more natural creek environment on the other. Due to the unique site configuration and proposed use, the PUD development option is the appropriate tool for reviewing the proposed development and meets the intent of the PUD purpose.

2. The proposed Project is in substantial compliance with applicable standards and criteria of this section.

Supported by:
Attachment B

Submitted: June 24, 2014

The proposed Project meets or exceeds all applicable FAR, LSR and lot coverage standards of the PUD.

3. 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.

Per Section 2110 of the Land Development Regulations, the purpose of the Auto-Urban Commercial (AC) district is as follows:

The purpose of the Auto-Urban Commercial (AC) District is to provide for commercial development that is oriented to the street and is easily accessed by automobiles, with adequate parking and pedestrian connections to adjoining developments in order to promote non-vehicular movement between buildings in commercial areas. Uses in the AC District primarily serve residents' commercial needs, and some tourist service uses. The AC District is intended to be applied to community-serving commercial areas.

The proposed PUD provides new and unique commercial opportunities for entrepreneurs trying to serve both residents and tourists and thus preserves and enhances the goals of the underlying zoning district (AC). The proposed PUD Project is consistent with the purpose of this district.

4. 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.

By minimizing curb cuts onto Highway 89, the development will not have a negative impact of the traffic circulation or safety of multi-modal users of the transportation system. The Civil Engineer on the Project, Mr. Randy Schrauder with Summit Consulting Group in Jackson, Wyoming has had multiple conversations with the Town Engineer regarding the need for a traffic study. It was agreed that a traffic study is not required for the size of the project. Additionally, the Project team is working with the Pathways Coordinator for the Town of Jackson to implement pedestrian/bicycle/automobile crossings that are highly visible and consistent with the long-range plan detailed in the Pathways Improvement Plan.

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

The proposed PUD contains 15 units of live/work residential spaces within the 1-acre site, creating a proposed density for the project of 15 dwelling units per acre. Additionally, these units are single-family units and are smaller than the average single-family home. During the Sketch Plan review process, the Planning Staff concluded that the proposed PUD Project will not overburden public schools, parks or other services.

6. All adverse impacts associated with the proposed PUD are effectively mitigated to the extent possible

Within the proposed PUD, in addition to taking all necessary precautions to mitigate any land disturbing activities associated with construction, the following elements are being designed to mitigate adverse effects of the development on surrounding land, water and neighbors:

Water quality: Please see "Water Quality" commentary on page 8 for additional information.



Proposed Project, viewed from interior of Building 6, looking south into auto courtyard

Lighting: All site lighting will be 100% 90-degree cutoff. Please see Attachment E for additional commentary. Additionally, landscaping walls along Flat Creek are being proposed in strategic locations to shield car headlights from crossing over Flat Creek to the residences to the east.

Parking: In order to create a more pedestrian-friendly project facing Highway 89, as well as to reduce the visual impact on the neighbors across Flat Creek, all required parking is being contained within the courtyard of the project. An additional five (5) overflow parking spaces are being proposed in the R.O.W. at the northwestern corner of the site. Parking is already occurring at this location, and within the R.O.W. to the north of our site.

DEMONSTRATION OF COMPLIANCE WITH DEVELOPMENT PLAN STANDARDS OF THE LAND DEVELOPMENT REGULATIONS

Pursuant to Section 51200 Development Plan

SECTION 51200.E Standards

Approval of a Final Development Plan shall be dependent upon findings that the proposed use, as conditioned, fully complies with all the standards of these Land Development Regulations. The Town Council may also attach other conditions deemed appropriate, including conformity to a specific site plan, to ensure compliance with the following standards

SECTION 51200.E.1 Consistent with Comprehensive Plan

This project substantially complies with the Jackson-Teton County Comprehensive Plan. The proposed application is located in Character District #5 West Jackson, specifically Sub-area 5.1 West Jackson Highway Corridor of the 2012 Comprehensive Plan.

Policy Objectives for District 5:

Common Value 1: Ecosystem Stewardship

Not Applicable

Common Value 2: Growth Management

Policy 4.1.b: Emphasize a variety of housing types, including deed-restricted housing

Live-work units provide a much needed housing type that is currently lacking in the community. By combining living and commercial space, a vibrant entrepreneurial community is created.

Policy 4.1.d: Maintain Jackson as the economic center of the region

The development of live-work units in this location will help to promote the economic viability of the region by creating small, flexible and relatively affordable spaces for entrepreneurs to start and maintain businesses.

Policy 4.2.c: Create vibrant walkable mixed use subareas

The businesses that will occupy the ground floors of all of the units will create an active street front and will help to promote pedestrian access to this part of town. The units facing Highway 89 have a higher ratio of commercial space than those facing Flat Creek, further encouraging pedestrian access to the site. Rzeka, LLC is currently working with the Pathways Department to integrate sidewalks and bike paths into the ROW in front of the project to further encourage pedestrian use and prepare the site for the future expansion of the pedestrian/bike paths currently under development elsewhere in the Town of Jackson.

Policy 4.3.a: Preserve and enhance stable subareas

Not applicable

Policy 4.3.b: Create and develop transitional subareas

The Project will revitalize a currently underutilized site in a prominent transitional subarea into a project with the desired future vision described for Subarea 5.1.

Policy 4.4.b: Enhance Jackson gateways

The Project is redeveloping an important gateway site at the south end of the Town. Currently, the site houses an unsightly mix of debris, trash, and three older buildings. The Project will significantly improve the visual appearance of the site, and, with the vibrant commercial activity on the ground floors of the units, will communicate a robust and thriving Jackson economy.

Common Value 3: Quality of Life

Policy 5.3.b: Preserve existing workforce housing stock

Not applicable

Policy 6.2.b: Support businesses located in the community because of our lifestyle

The Project is providing live-work units that will encourage local entrepreneurial opportunities by creating small, flexible, and relatively affordable spaces for entrepreneurs to start and maintain businesses and which are not readily available in other places in the Town.

Policy 6.2.c: Encourage local entrepreneurial opportunities

The Project is providing live-work units that will encourage local entrepreneurial opportunities by creating small, flexible, and relatively affordable spaces for entrepreneurs to start and maintain businesses and which are not readily available in other places in the Town.

Policy 6.2.d: Promote light industry

Not applicable

Policy 7.1.c: Increase the capacity for use of alternative transportation modes

By concentrating development along Highway 89 and within close proximity to downtown Jackson, the Project site promotes access by pedestrian as well as bike pathways. An existing bicycle/pedestrian pathway, connecting Highway 89 to areas west and east of the highway, crosses under Highway 89 just to the south of the Project. The Project team is currently working with Brian Schilling, the Pathways Coordinator for the Town of Jackson, to implement a combined pedestrian/bicycle pathway to serve the Project and connect it to existing pathways in the Town's system. Additionally, we are working with Brian Schilling to ensure that the proposed combined pedestrian/bicycle pathway can easily be integrated into planned future pathways improvements along Broadway.

Policy 7.2.d: Complete key Transportation Network Projects to improve connectivity

Not applicable.

SECTION 51200.E.2 Impact on Public Facilities

The proposed Project will not have a significant adverse impact on public facilities beyond that of a use allowed by right within this zone.

SECTION 51200.E.3 NRO/SRO

This proposed Project is not located within the NRO/SRO

SECTION 51200.E.4 Other relevant standards of these Land Development Regulations

The proposed Project shall comply with all other standards of the LDRs.

SECTION 51200.E.5 Conditional and Special Uses

Not applicable.

DEMONSTRATION OF COMPLIANCE WITH LIVE/WORK STANDARDS AND REQUIREMENTS

Pursuant to Section 231400 Live/Work Units

SECTION 231400.A Purposes

The Project provides a total of 15 units of live/work units. The ground level of each unit will be dedicated to commercial work/retail space. The location of the proposed Project, along Highway 89 and within the compatible AC zoning district, provides good connections to multi-modal transportation, various other commercial businesses, and will help to foster and sustain a community of entrepreneurs.

SECTION 231400.B Where Established

The proposed project is located entirely within the AC zoning district. Pursuant to this specific section of the LDRs, Live/Work developments are explicitly permitted in the AC zoning district.

SECTION 231400.C Uses Permitted

The uses within the "work" portion of each unit will be governed by the Covenants, Conditions, and Restrictions (Attachment G), which in turn, by reference, incorporates the requirements set forth in Table 2200 of the Land Development Regulations.

SECTION 231400.D Business License Required

This requirement will be enforced by the Covenants, Conditions, and Restrictions (Attachment G), which in turn, by reference, incorporates the requirements set forth in Section 231400.D of the Land Development Regulations.

SECTION 231400.E Portions of Unit Not to be Separately Rented or Sold

This requirement will be enforced by the Covenants, Conditions, and Restrictions (Attachment G), which in turn, by reference, incorporates the requirements set forth in Section 231400.E of the Land Development Regulations.

SECTION 231400.F Development Standards

This requirement will be enforced by the Covenants, Conditions, and Restrictions (Attachment G), which in turn, by reference, incorporates the requirements set forth in Section 231400.F.1 of the Land Development Regulations. The proposed Project is in compliance with the requirements set forth in Sections 231400.F.2-4 of the LDRs and is demonstrated on Attachment A.

SECTION 231400.G Parking

The proposed Project contains 32 parking spaces, including 7 tandem spaces. This arrangement was represented and supported in the narrative provided by Planning Staff Sketch Plan Reports dated May 16th, and May 29th 2014, and subsequently approved by the Planning Commission on May 21st and Town Council on June 2nd, 2014.

Since Sketch Plan approval, an additional five (5) overflow parking spaces are being proposed in the R.O.W. at the northwestern corner of the site. Parking is already occurring at this location, and within the R.O.W. to the north of our site.

SECTION 231400.H Change of Use to or from Live/Work Units

As a condition of approval of the Sketch Plan submittal, none of the approved residential "live" floor area in the live/work units shall be converted to nonresidential floor area or uses in the future. This requirement will be enforced by the Covenants, Conditions, and Restrictions (Attachment G), which in turn, by reference, incorporates the requirements set forth in Section 231400.H of the Land Development Regulations.

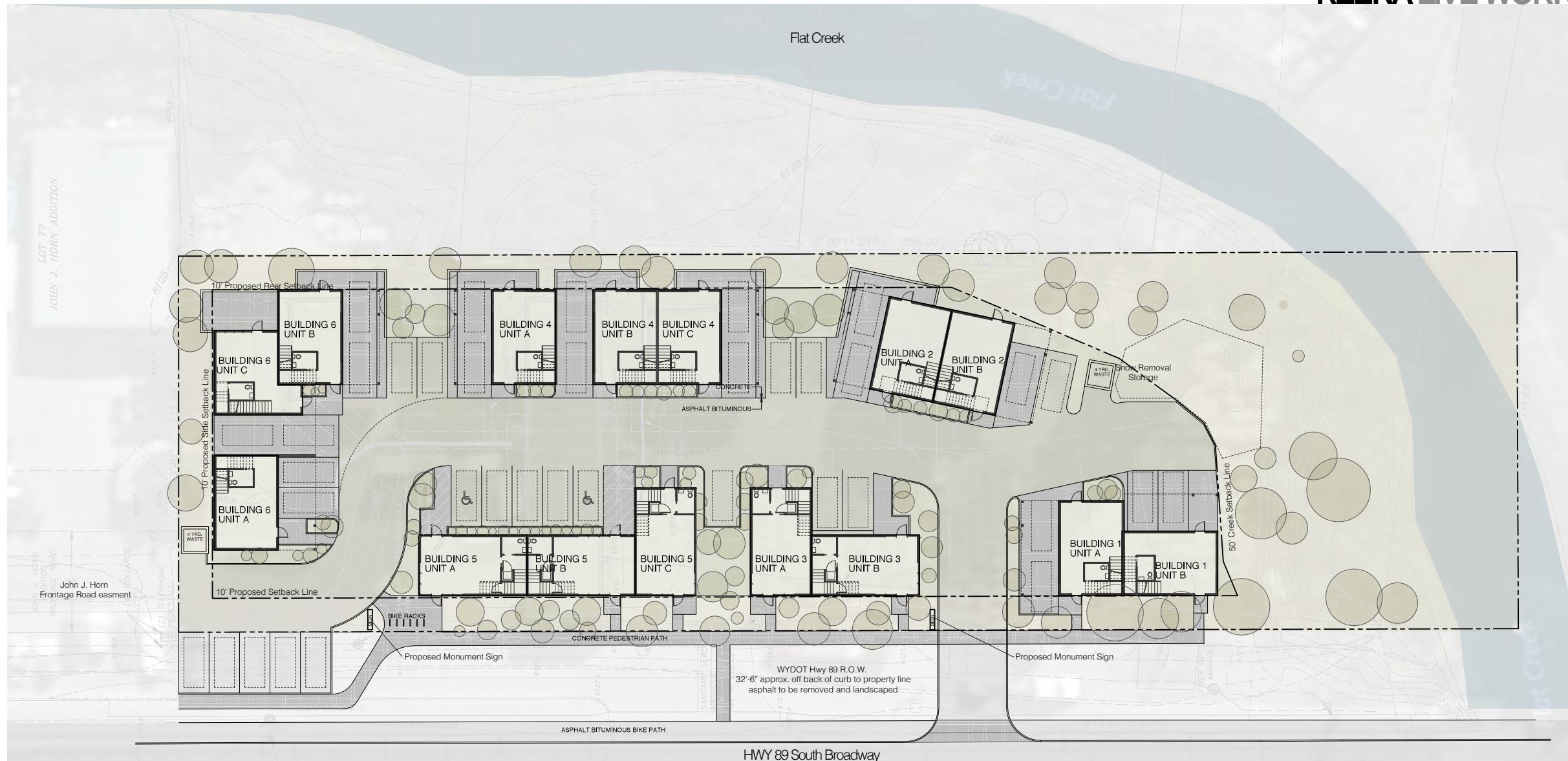
RZEKA LIVE/WORK
Rzeka Live Work Townhouse Addition to the Town of Jackson, Wyoming
1200 South Broadway Hwy 89, Town of Jackson, Teton County, Wyoming

Application for a Planned Unit Development: Final Development Plan

Attachment A
Land Development Program & Architectural Site Plan

*Drawings in this bound copy are not shown to scale.
Please refer to full-size drawing set submitted as part of
the Final Development Plan Submittal for full-size drawings*

RZEKA LIVE WORK



1200 South Broadway Hwy 89

Zone: AC

Area & FAR

44135 sq.ft. Site Area

44135 -3235 (flat creek) x .40 (FAR) = 16360 sq.ft.

16360 x 1.25(25% increase) = 20450 sq.ft. project gross

Parking

30 parks, 37 with additional tandem parking proposed

LSR

Gross Site 44135 sq.ft.

Base Site 40900 sq.ft.

40900 x .45 required = 18405 sq.ft. min.

Area LSR proposed above= 19085 sq.ft.

Lot Coverage Maximum

30% of 44135 = 13240 sq.ft. max

Area coverage proposed above = 11374 sq.ft.

Units

5 units @ 1120 sq. ft. each

4 units @ 1285 sq.ft. each

5 units @ 1540 sq.ft. each

1 unit @ 2000 sq.ft. each

15 units total 20450 square feet*

*Actual unit assortment and exact sq.ft. distribution may shift within the allowed area limits before permit.

SITE PLAN

SCALE 1:30



RZEKA LIVE/WORK
Rzeka Live Work Townhouse Addition to the Town of Jackson, Wyoming
1200 South Broadway Hwy 89, Town of Jackson, Teton County, Wyoming

Application for a Planned Unit Development: Final Development Plan

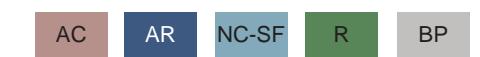
Attachment B
Vicinity Map

*Drawings in this bound copy are not shown to scale.
Please refer to full-size drawing set submitted as part of
the Final Development Plan Submittal for full-size drawings*



#	Landowner Name(s)
1.	Chris Gregory & Maria Alyce-Clark
2.	Leroy B. Nethercott, Et Al
6.	Erbe & Huyffer, Inc. C/O D&E Cabinet
7.	American Towers, Inc.
8.	Mad River Properties, LLC
17.	Cheyenne Creek Improved Prop. LLC
18.	Robert A. Simon, Trustee
19.	William H. Wotkyns & Sarah M. Flitner
20.	Anne E. Schuler
21.	Everette Randolph Doffermyre, Kathleen Nisbet Belk
22.	Timothy P. Halter
23.	Breton J. Bommer & A. Keeley
24.	Corliss St. Clair Walker II
25.	Snake River Holdings, LLC
26.	HR Lot 26, LLC
27.	Talitha Campbell Horn, Trustee
28.	Talitha Campbell Horn, Trustee
29.	Talitha Campbell Horn, Trustee
30.	Fred N. & Linda T. Walker
31.	Fred N. & Linda T. Walker
32.	Judith L. Brown & Leslie J. Collins
33.	Louis I. Hochheiser & Margaret Rose
34.	Cassandra M. Hoffman & George P. Richard Kent Pampe &
35.	Jill Beatrice, Trustees
44.	Richard W. Meier & Susan T. Eriksen
45.	Todd Rankin & Noel Whitney
46.	John & Tina Buhler
47.	Cheyenne Creek Improved Prop. LLC
48.	Eric M. & Anne C. Delahaye
49.	Steven M. Stokes & Jacquin M Shanor
50.	Jeffrey Blair Carlyle
51.	HTC Trust
52.	Daniel J. & Joyce G. Butcher, Trustees
53.	Bradley E. Sutton
54.	Ian S. Tyree
55.	Herbert III & Amy Brooks
56.	Jere C. Overdyke III & Patricia Elizabeth Scoggins
69.	Valleee Revocable Trust
70.	Maurice E. Horn, Trustee
72.	Flat Creek Village, LLC
76.	Mountain West Farm Bureau Mutual Insurance Company
77.	Carlyle Family Trust

Zoning Key



RZEKA LIVE/WORK
Rzeka Live Work Townhouse Addition to the Town of Jackson, Wyoming
1200 South Broadway Hwy 89, Town of Jackson, Teton County, Wyoming

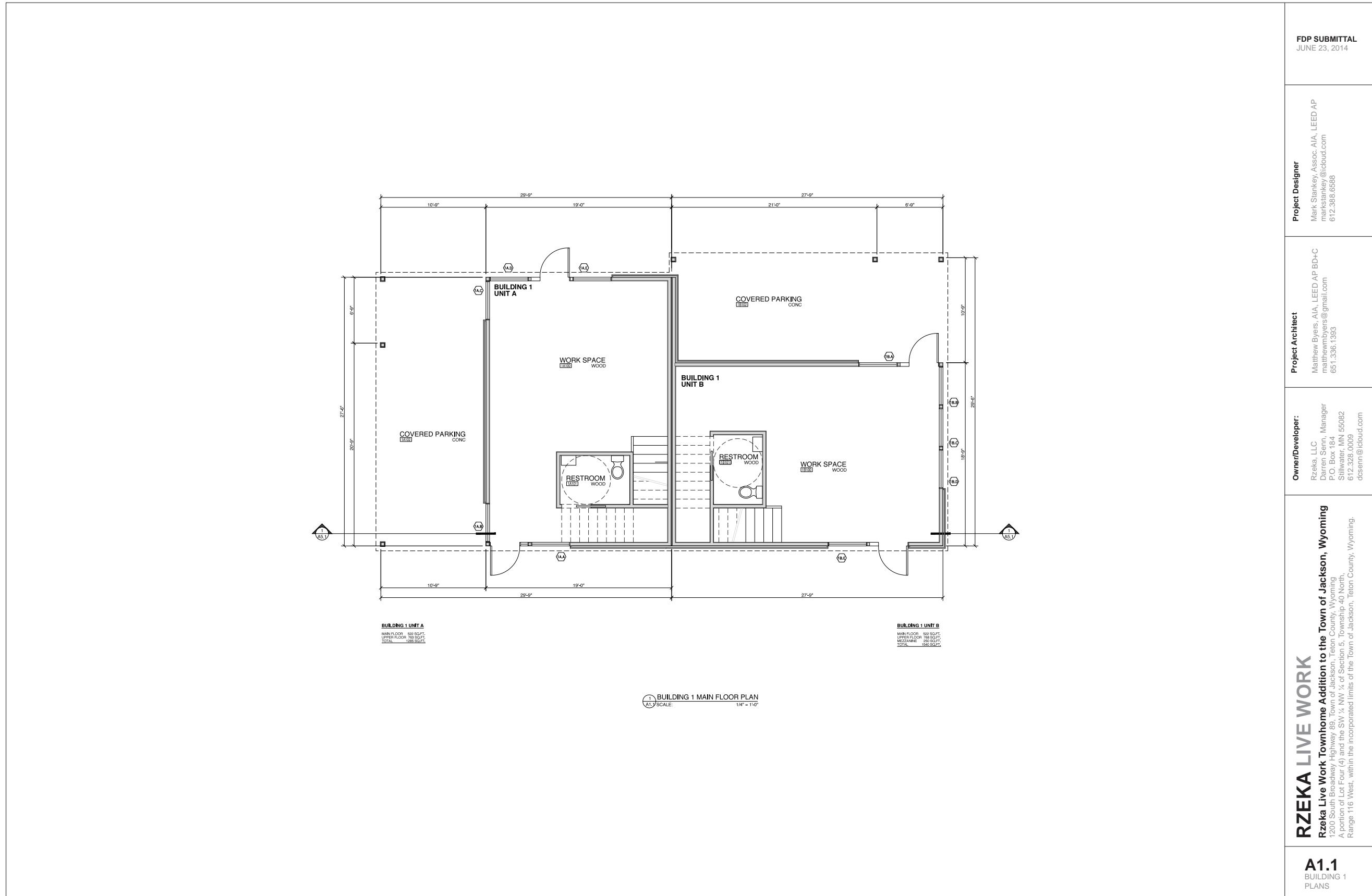
Application for a Planned Unit Development: Final Development Plan

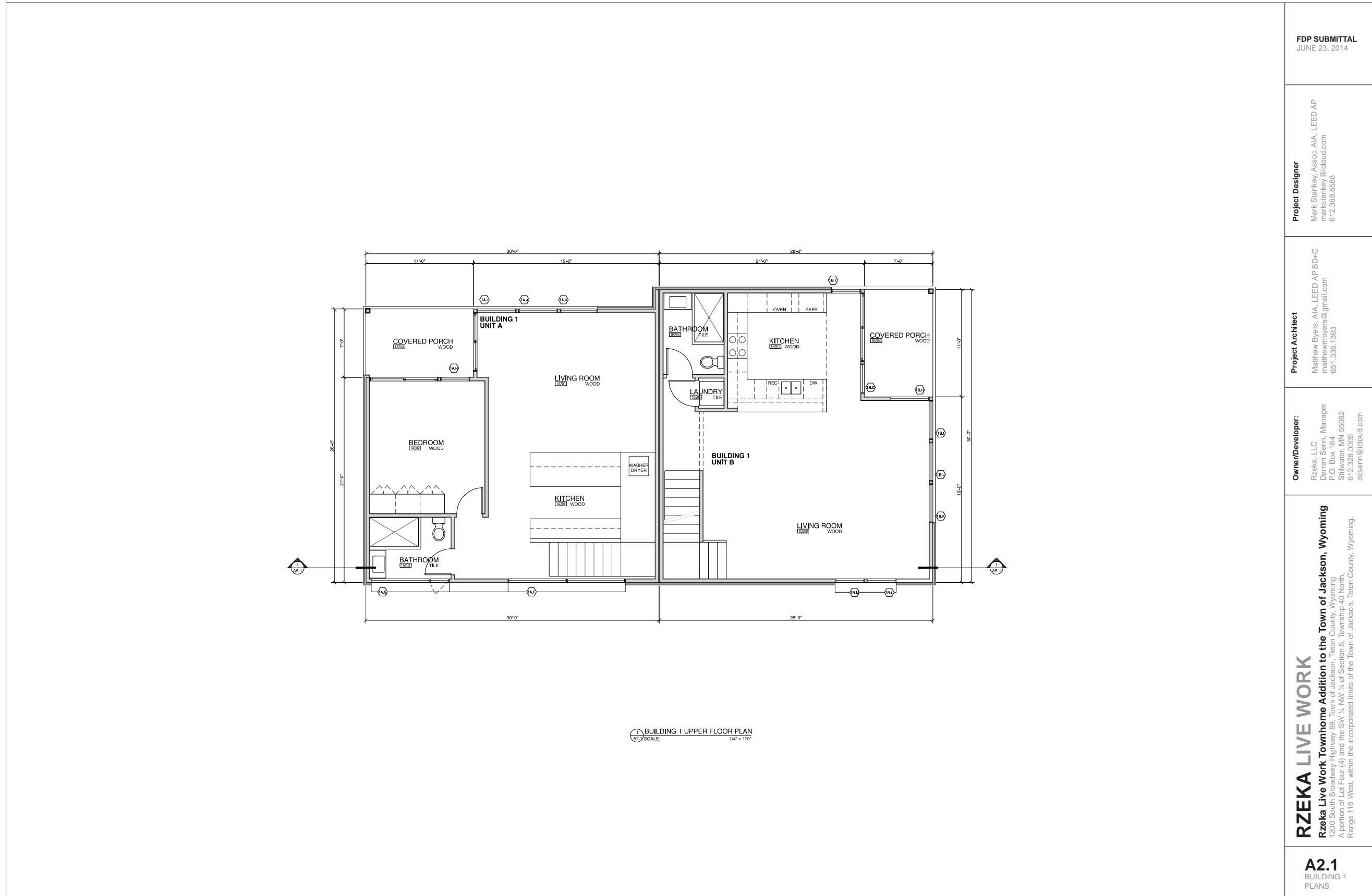
Attachment C
Architectural Plans and Elevations

*Drawings in this bound copy are not shown to scale.
Please refer to full-size drawing set submitted as part of
the Final Development Plan Submittal for full-size drawings*

RZEKA LIVE WORK

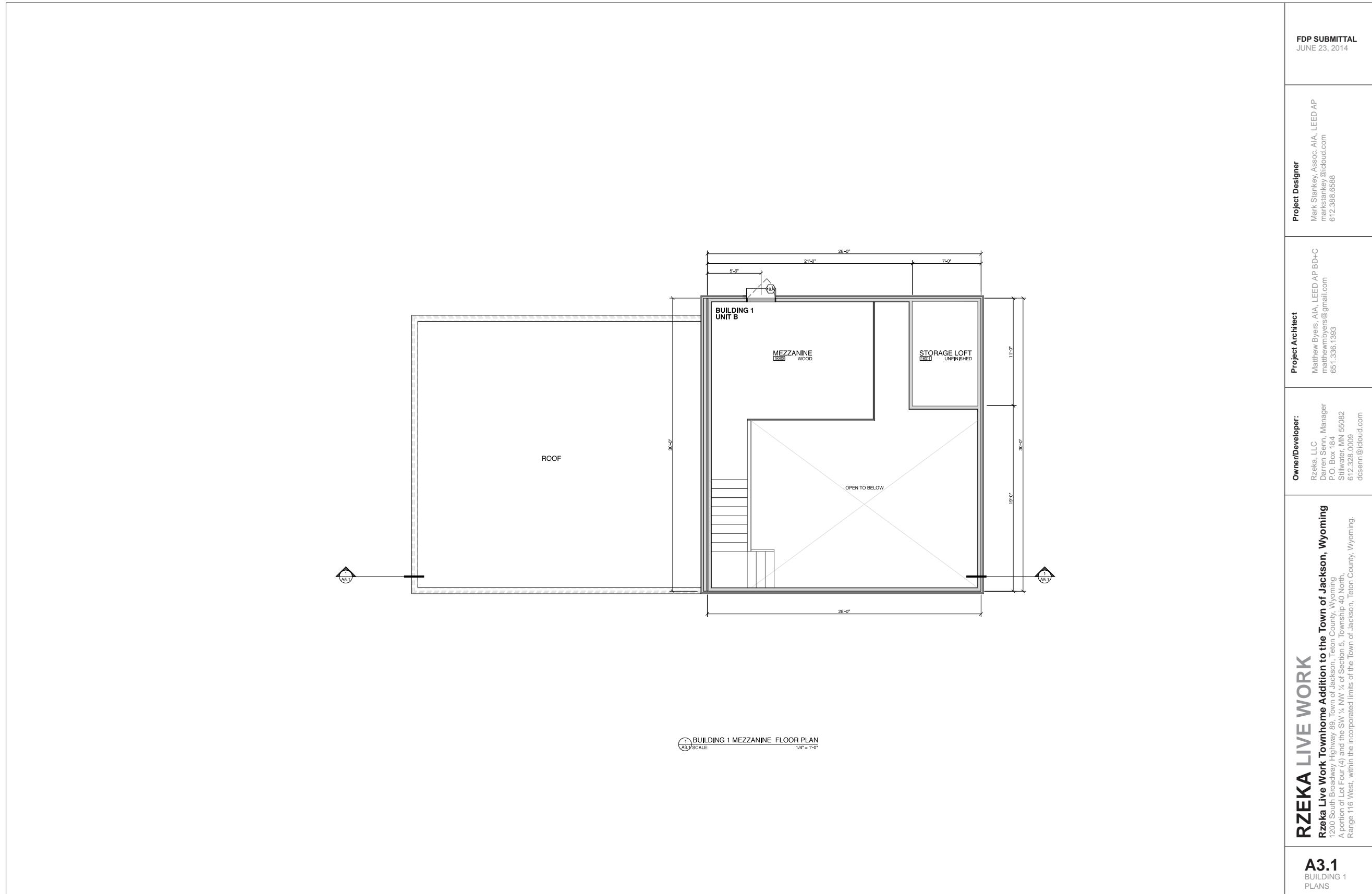
		<p>RZEKA LIVE WORK</p> <p>Rzeeka Live Work Townhome Addition to the Town of Jackson, Wyoming</p> <p>1200 South Broadway Highway 89, Town of Jackson, Teton County, Wyoming A portion of Lot Four (4) and the SW 1/4 NW 1/4 of Section 5, Township 40 North, Range 116 West, within the incorporated limits of the Town of Jackson, Teton County, Wyoming.</p> <p>SITE PLAN SCALE 1:15 N</p> <p>A0.0 Site Plan</p>
<p>1200 South Broadway Hwy 89</p> <p>Zone: AC</p> <p>Area & FAR 44135 sq.ft. Site Area 44135 -3235 (flat creek).40 (FAR)= 16360 sq.ft. 16360 x 1.25(25% increase)= 20450 sq.ft. project gross</p> <p>Parking 30 parks, 37 with additional tandem parking proposed</p> <p>LSR Gross Site 44135 sq.ft. Base Site 40900 sq.ft. 40900 x .45 required = 18405 sq.ft. min. Area LSR proposed above= 19085 sq.ft.</p> <p>Lot Coverage Maximum 30% of 44135 = 13240 sq.ft. max Area coverage proposed above = 11374 sq.ft.</p> <p>Units 5 units @ 1120 sq. ft. each 4 units @ 1285 sq.ft. each 5 units @ 1540 sq.ft. each 1 unit @ 2000 sq.ft. each 15 units total 20450 square feet* *Actual unit assortment and exact sq.ft. distribution may shift within the allowed area limits before permit.</p> <p>Snow Storage 10529 sq.ft. of open drive surface 2.5% required area for snow storage 10529 x .025 = 263 min. Area proposed above = 1000+ sq.ft.</p>		<p>Project Designer: Mark Stanley, Assoc. AIA, LEED AP markstanley@icloud.com 612.388.6588</p> <p>Project Architect: Matthew Byers, AIA, LEED AP BD+C matthewmbyers@gmail.com 651.336.1393</p>

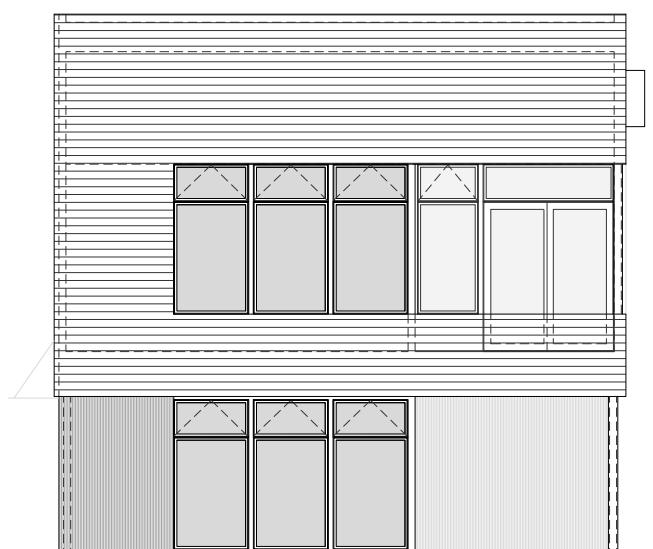
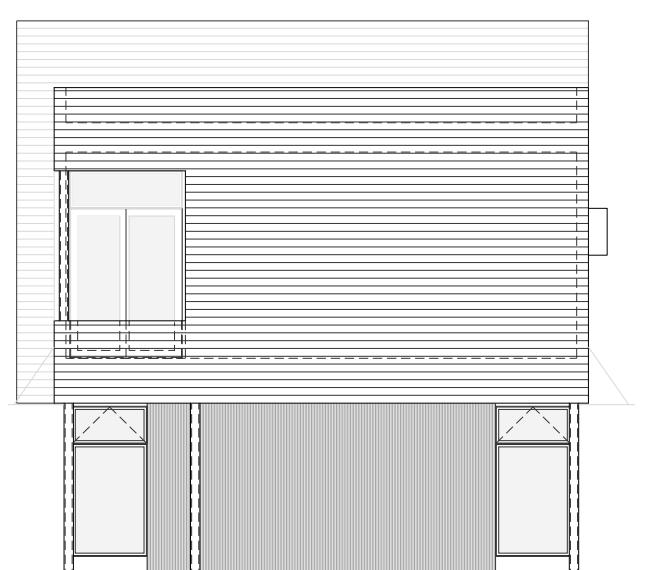
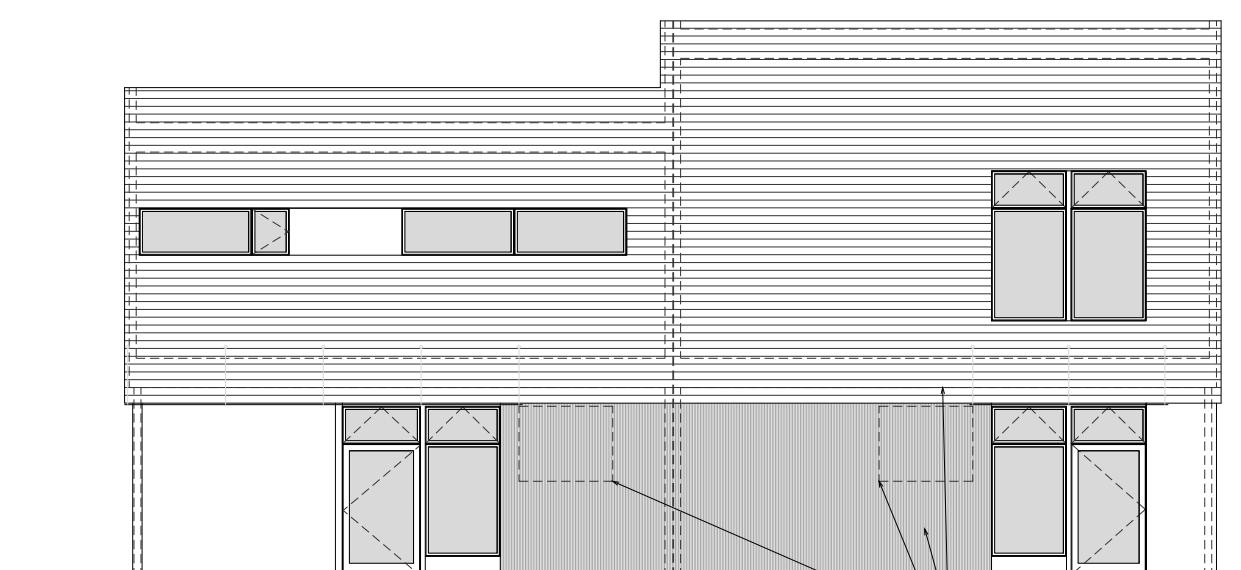


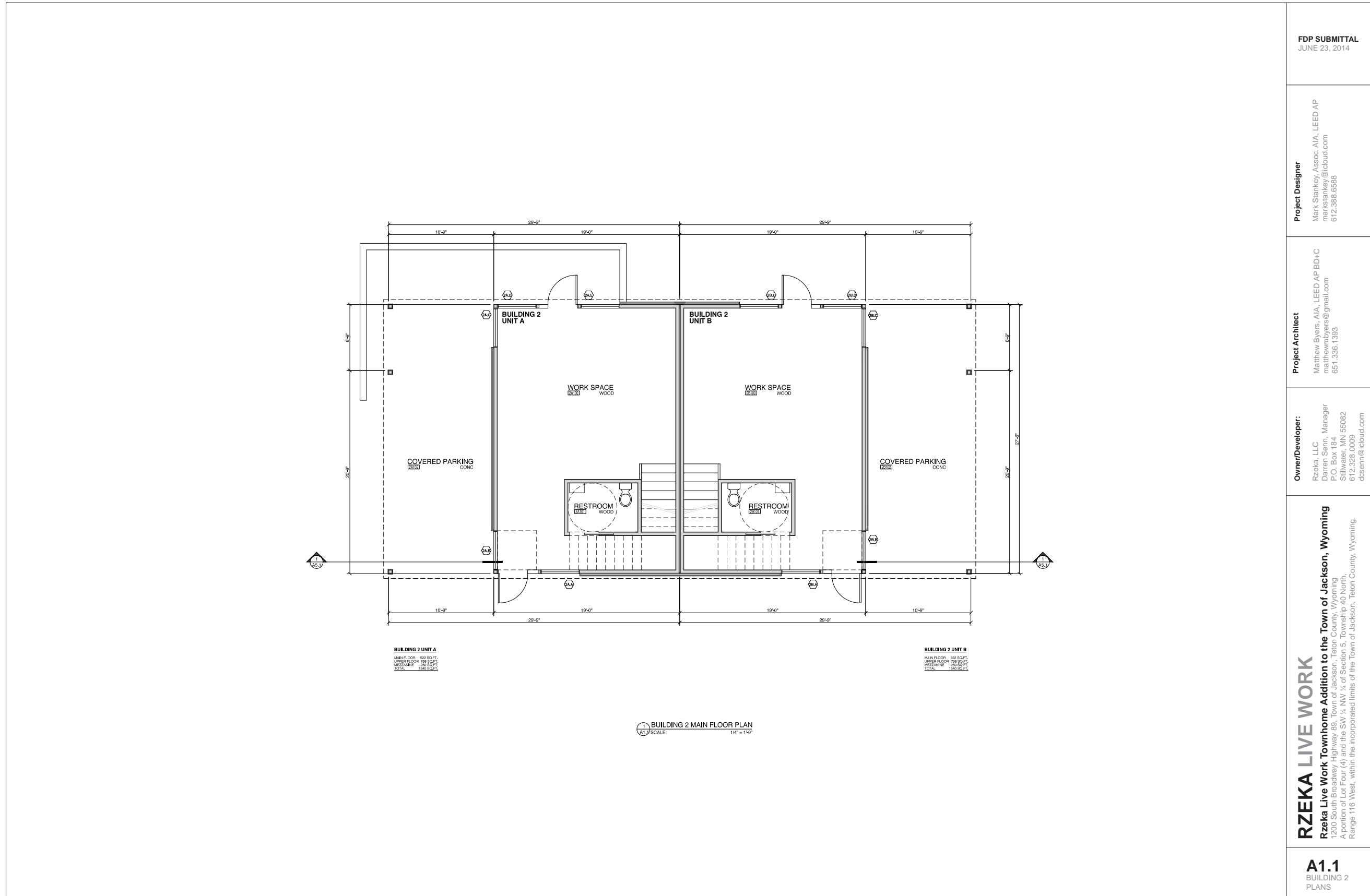


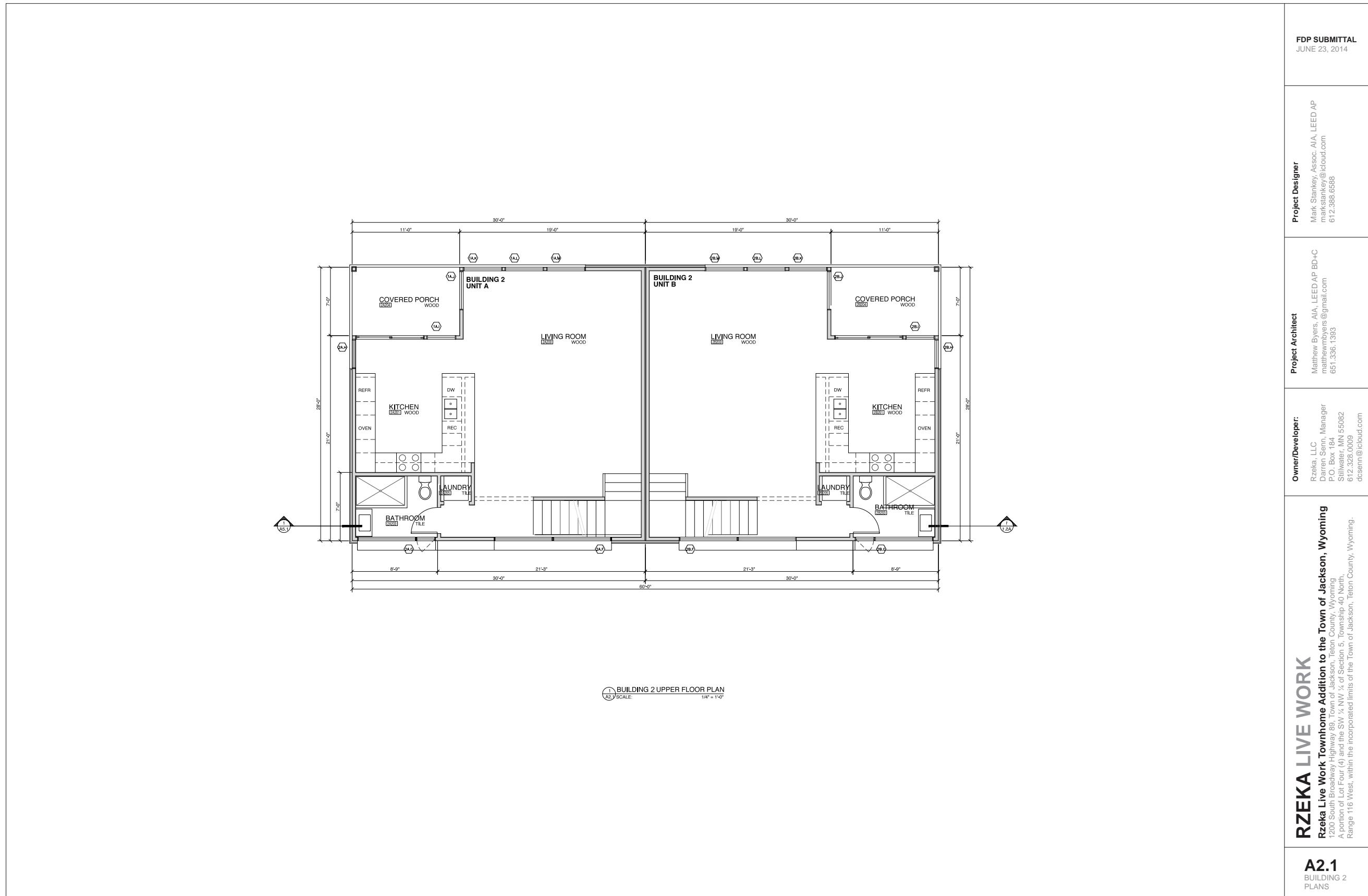
Submitted: June 24, 2014

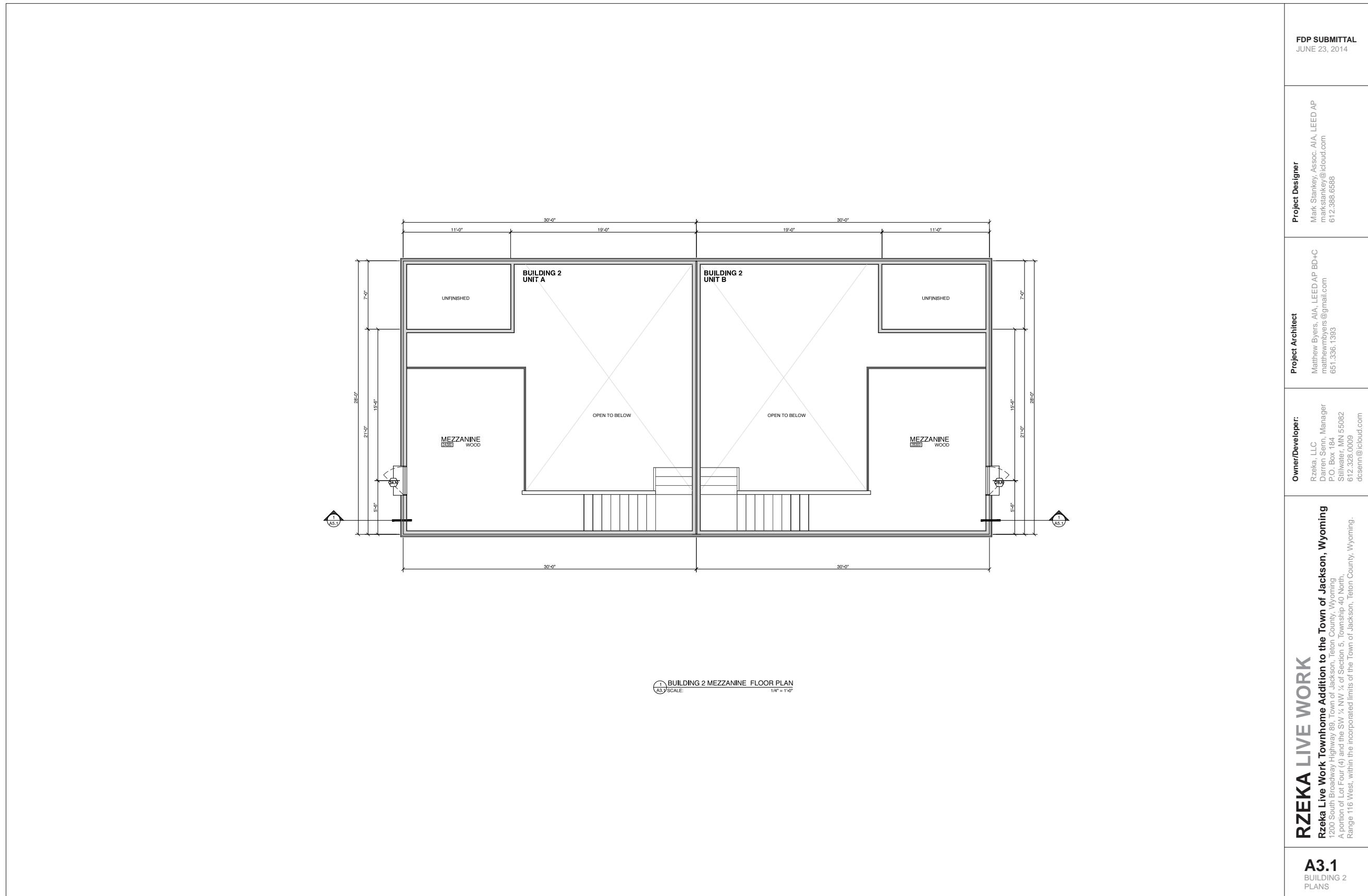
RZEKA LIVE/WORK



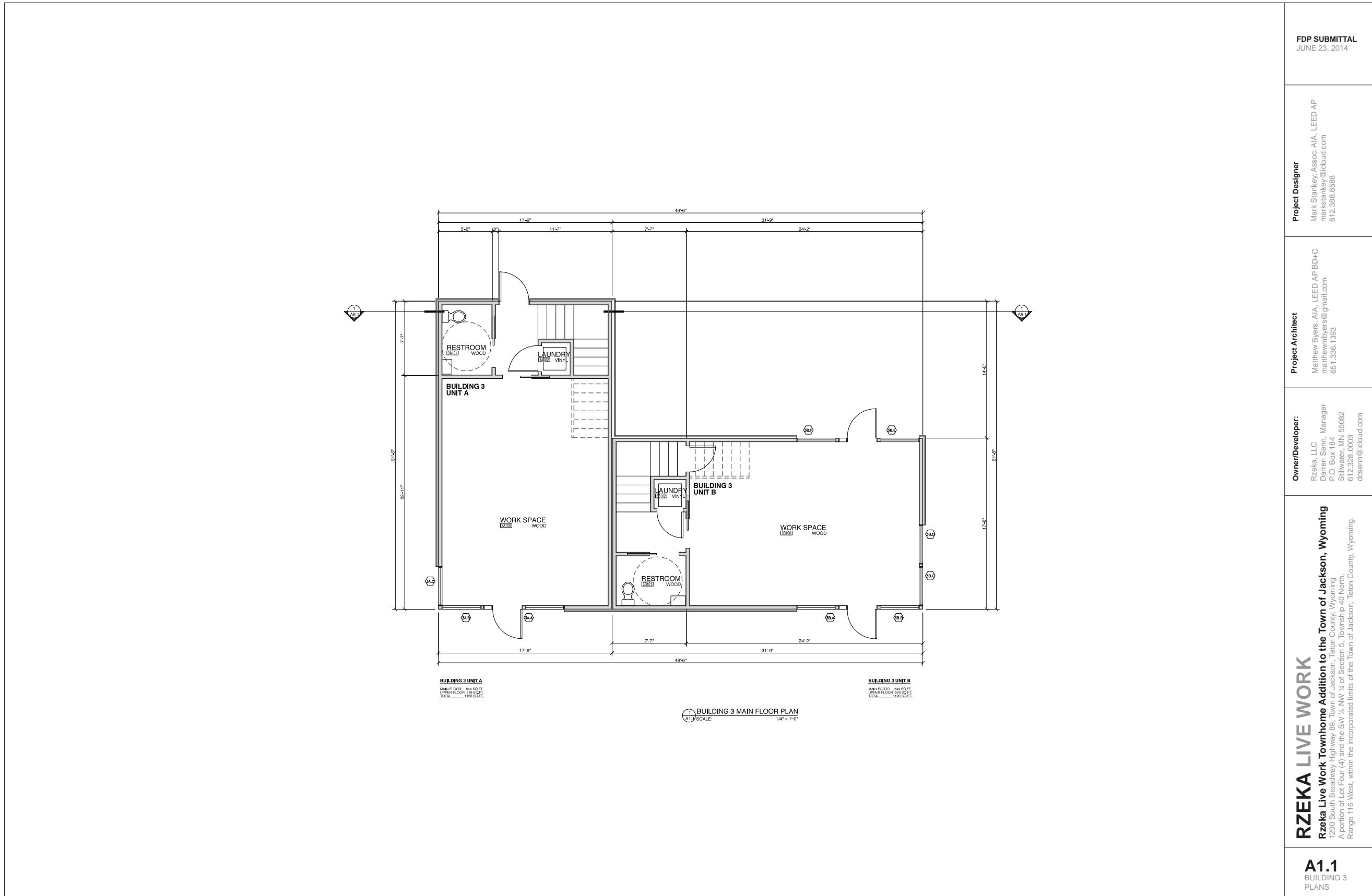
RZEKA LIVE WORK RzeKa Live Work Townhome Addition to the Town of Jackson, Wyoming 1200 South Broadway Highway 89, Town of Jackson, Teton County, Wyoming A portion of Lot Four (4) and the SW 1/4 NW 1/4 of Section 5, Township 40 North, Range 116 West, within the incorporated limits of the Town of Jackson, Teton County, Wyoming.			FDP SUBMITTAL JUNE 23, 2014
A4.1 BUILDING 1 ELEVATIONS	Project Architect Matthew Byers, AIA, LEED AP BD+C matthewmbyers@gmail.com 651.336.1393 dbyers@rzed.com	Project Designer Mark Stankey, Assoc. AIA, LEED AP markstankey@icloud.com 612.388.6588	
 <p>1 BUILDING 1 SOUTH ELEVATION A4.1 SCALE: 1/4" = 1'-0"</p>	 <p>2 BUILDING 1 EAST ELEVATION A4.1 SCALE: 1/4" = 1'-0"</p>		
 <p>3 BUILDING 1 NORTH ELEVATION A4.1 SCALE: 1/4" = 1'-0"</p>	 <p>4 BUILDING 1 WEST ELEVATION A4.1 SCALE: 1/4" = 1'-0"</p>	<p>CEAR CLADDING METAL CLADDING RESTRICTED SIGNAGE LOCATION Signage Location Area: 20sf (4H x 5W) Max allowed use: 50%</p>	

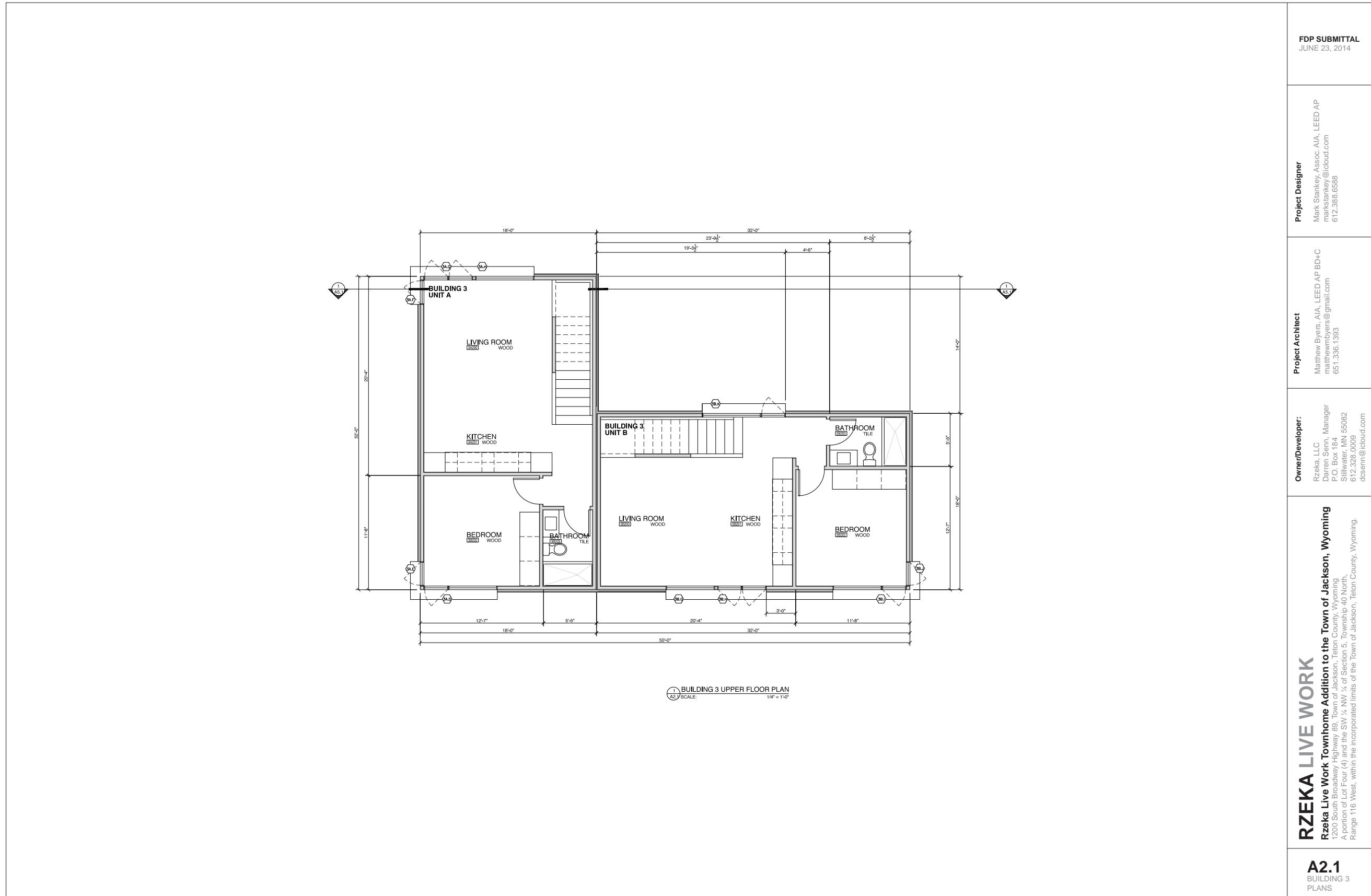


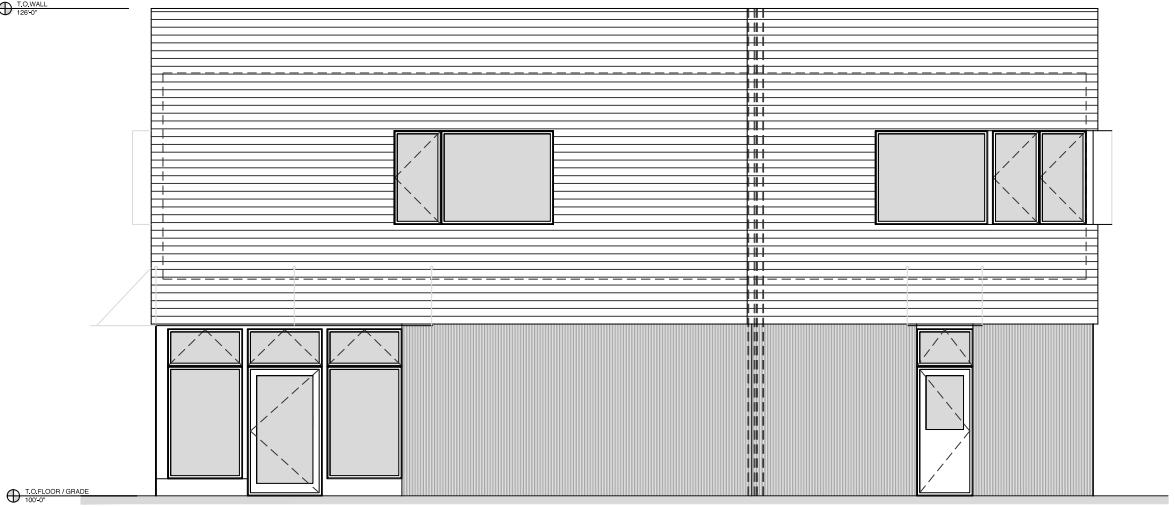
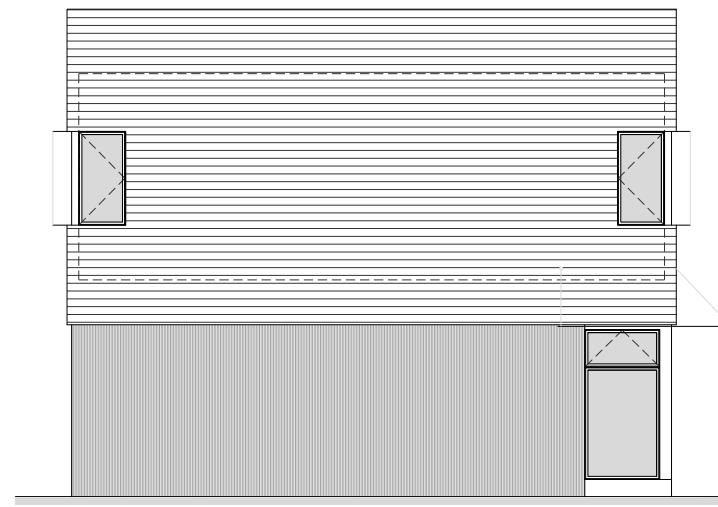
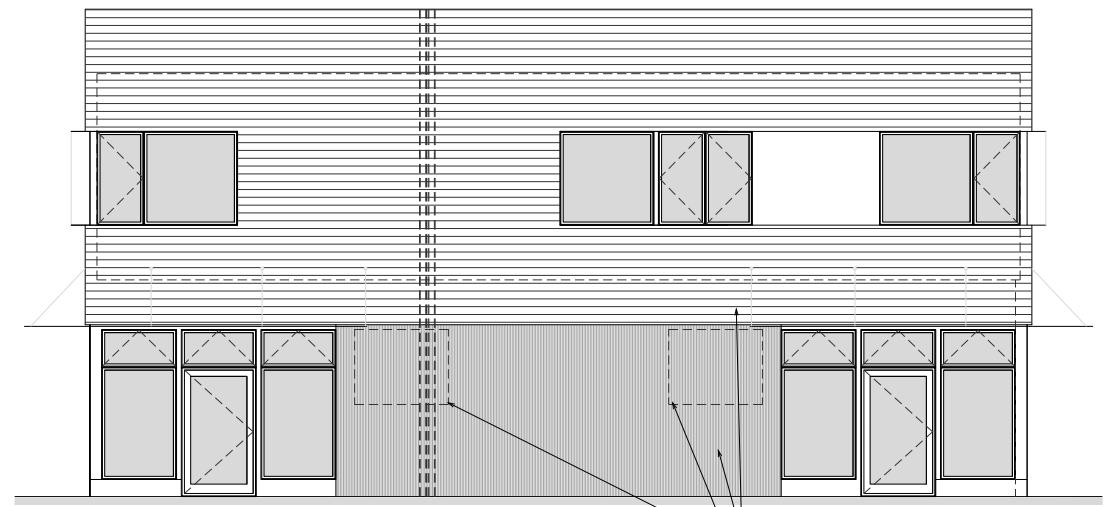




				<p>FDP SUBMITTAL JUNE 23, 2014</p>
<p>RZEKA LIVE WORK RzeKa Live Work Townhome Addition to the Town of Jackson, Wyoming</p> <p>1200 South Broadway Highway 89, Town of Jackson, Teton County, Wyoming A portion of Lot Four (4) and the SW ¼ of Section 5, Township 40 North, Range 116 West, within the incorporated limits of the Town of Jackson, Teton County, Wyoming.</p>	<p>Project Architect Matthew Byers, AIA, LEED AP BD+C matthewmbyers@gmail.com 651.336.1393 mbyers@rzedekajackson.com</p>	<p>Project Designer Mark Stankey, Assoc. AIA, LEED AP markstankey@icloud.com 612.388.6588</p>	<p>Owner/Developer: RzeKa, LLC Darren Sehn, Manager P.O. Box 184 Stillwater, MN 55082 612.328.0009 dsehn@rzedekajackson.com</p>	<p>A4.1 BUILDING 2 ELEVATIONS</p>

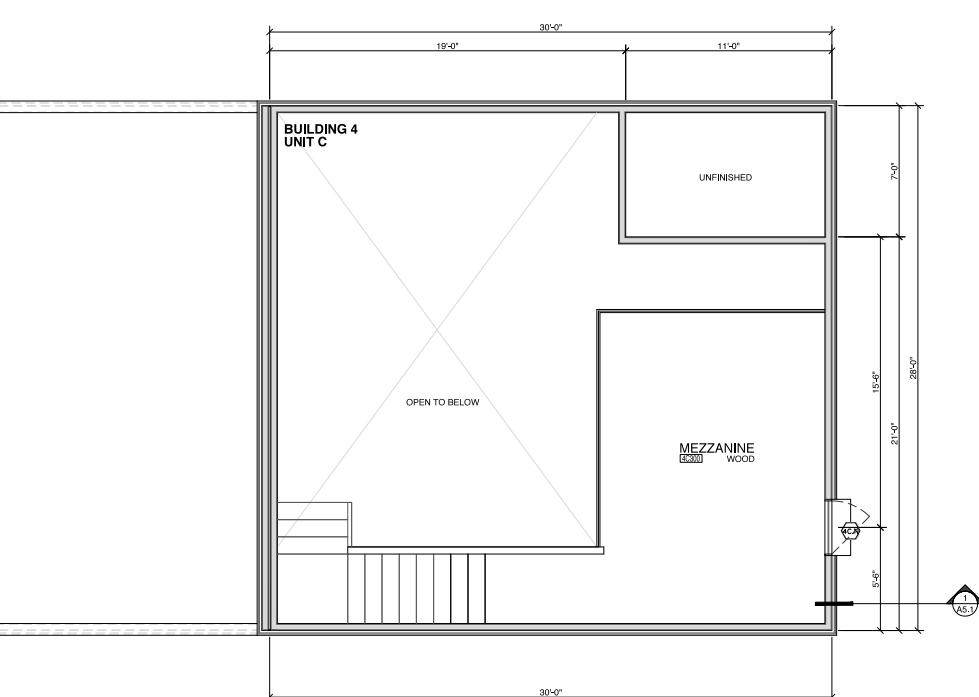




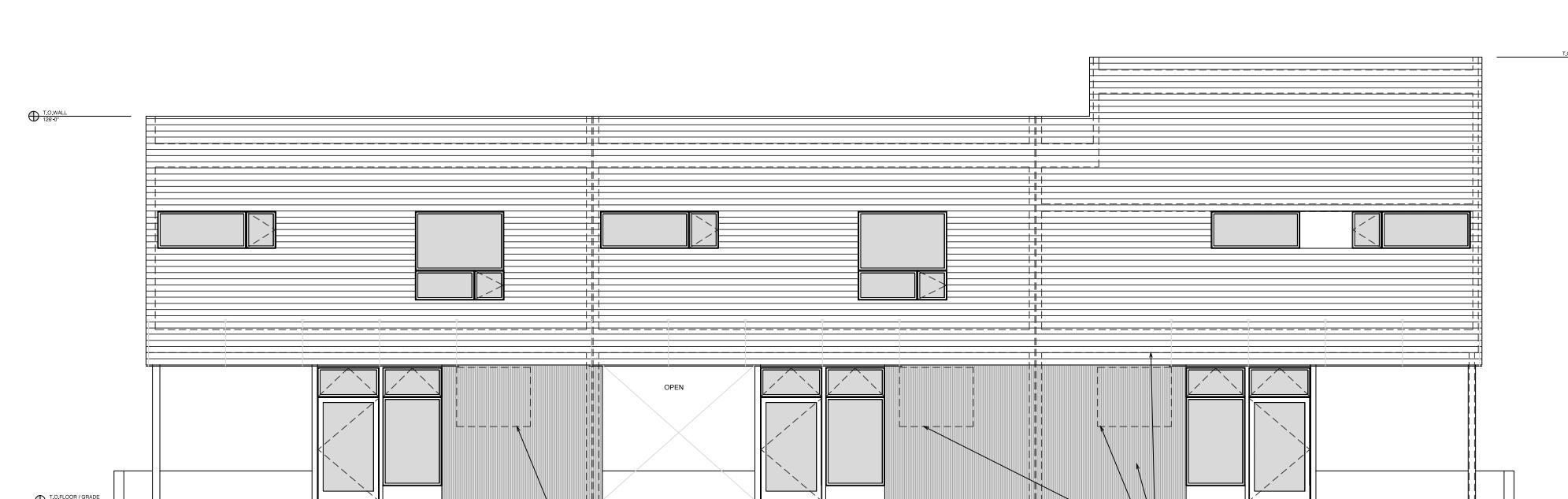
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A4.1 BUILDING 3 ELEVATIONS	Project Architect Matthew Byers, AIA, LEED AP BD+C matthewmbyers@gmail.com 651.336.1393 dbyers@rzed.com	Project Designer Mark Stankey, Assoc. AIA, LEED AP markstankey@icloud.com 612.388.6588	
			
BUILDING 3 SOUTH ELEVATION A4.1 SCALE: 1/4" = 1'-0"	BUILDING 3 EAST ELEVATION A4.1 SCALE: 1/4" = 1'-0"		
			
BUILDING 3 NORTH ELEVATION A4.1 SCALE: 1/4" = 1'-0"	BUILDING 3 WEST ELEVATION A4.1 SCALE: 1/4" = 1'-0"	Owner/Developer: RzeKa, LLC Darren Sein, Manager P.O. Box 184 Stillwater, MN 55082 612.328.0009 dsein@rzed.com	
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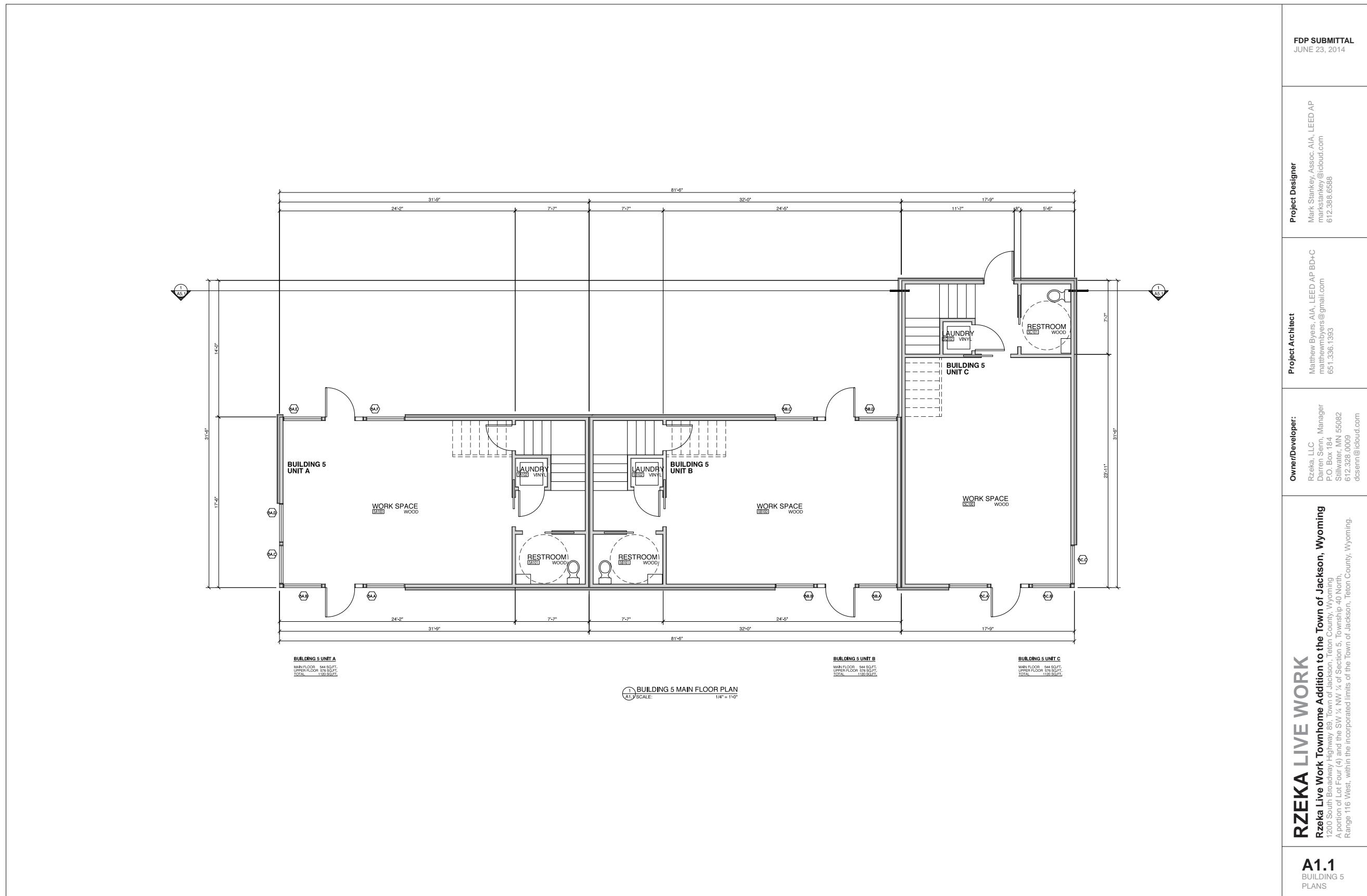
		FDP SUBMITTAL JUNE 23, 2014	
<p>RZEKA LIVE WORK RzeKa Live Work Townhome Addition to the Town of Jackson, Wyoming 1200 South Broadway Highway 89, Town of Jackson, Teton County, Wyoming A portion of Lot Four (4) and the SW 1/4 of Section 5, Township 40 North, Range 116 West, within the incorporated limits of the Town of Jackson, Teton County, Wyoming.</p> <p>A1.1 BUILDING 4 PLANS</p>	<p>Project Designer Mark Stankey, Assoc. AIA, LEED AP markstankey@icloud.com 612.388.6588</p> <p>Project Architect Matthew Byers, AIA, LEED AP BD+C matthewmbyers@gmail.com 651.336.1393</p> <p>Owner/Developer: RzeKa LLC Darren Sehn, Manager P.O. Box 184 Stillwater, MN 55082 612.328.0009 dsehn@icloud.com</p>	<p>Project Designer Mark Stankey, Assoc. AIA, LEED AP markstankey@icloud.com 612.388.6588</p>	
<p>BUILDING 4 MAIN FLOOR PLAN A1.1 SCALE: 1/4" = 1'-0"</p> <p>BUILDING 4 UNIT A MAIN FLOOR 622 SQ.FT. UPPER FLOOR 768 SQ.FT. TOTAL 1390 SQ.FT.</p> <p>BUILDING 4 UNIT B MAIN FLOOR 622 SQ.FT. UPPER FLOOR 768 SQ.FT. TOTAL 1390 SQ.FT.</p> <p>BUILDING 4 UNIT C MAIN FLOOR 622 SQ.FT. UPPER FLOOR 768 SQ.FT. TOTAL 1390 SQ.FT.</p>			

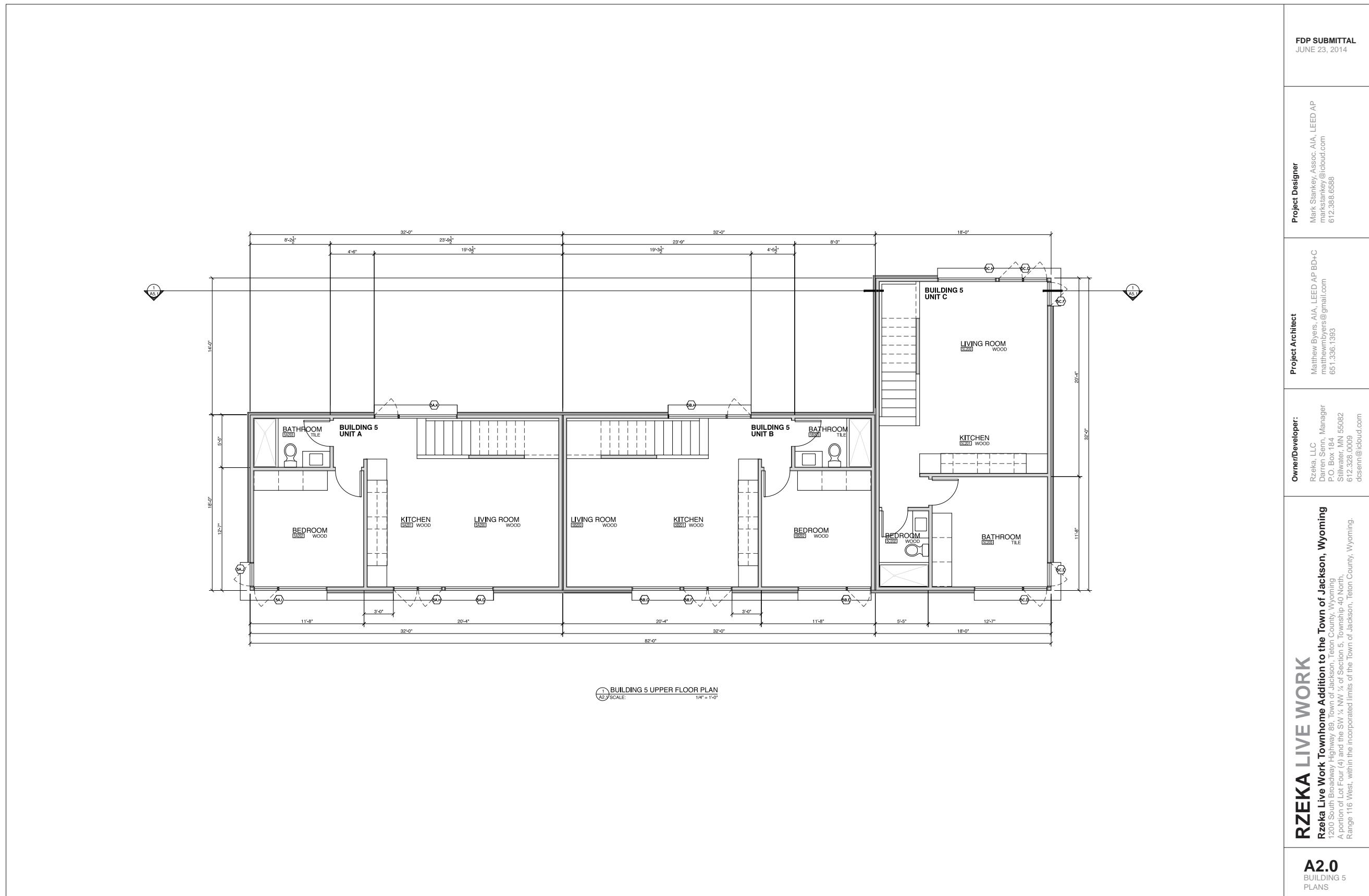
<p>1 BUILDING 4 UPPER FLOOR PLAN A2 1/4" SCALE: 1/4" = 1'-0"</p>		<p>FDP SUBMITTAL JUNE 23, 2014</p>
<p>RZEKA LIVE WORK RzeKa Live Work Townhome Addition to the Town of Jackson, Wyoming 1200 South Broadway Highway 89, Town of Jackson, Teton County, Wyoming A portion of Lot Four (4) and the SW 1/4 of Section 5, Township 40 North, Range 116 West, within the incorporated limits of the Town of Jackson, Teton County, Wyoming.</p> <p>A2.1 BUILDING 4 PLANS</p>		<p>Project Designer Mark Stankey, Assoc. AIA, LEED AP markstankey@icloud.com 612.388.6588</p> <p>Project Architect Matthew Byers, AIA, LEED AP BD+C matthewmbyers@gmail.com 651.336.1393 doseni@icloud.com</p>

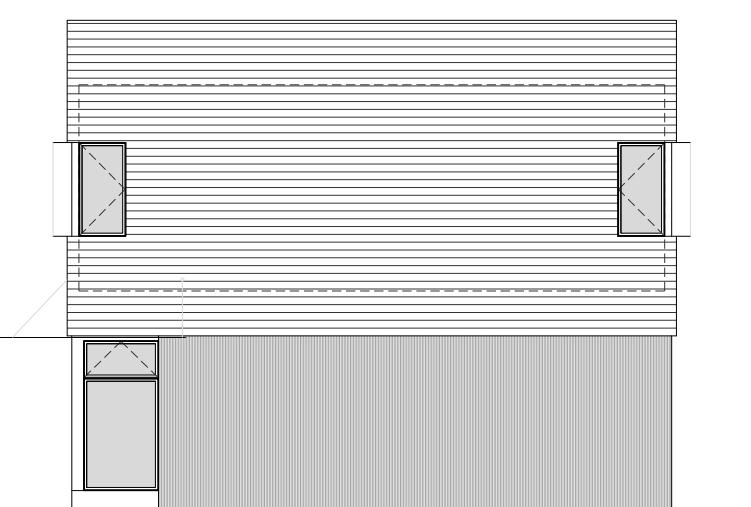
		FDP SUBMITTAL JUNE 23, 2014	
<p>RZEKA LIVE WORK RzeKa Live Work Townhome Addition to the Town of Jackson, Wyoming 1200 South Broadway Highway 89, Town of Jackson, Teton County, Wyoming A portion of Lot Four (4) and the SW 1/4 of Section 5, Township 40 North, Range 116 West, within the incorporated limits of the Town of Jackson, Teton County, Wyoming.</p> <p>A3.1 BUILDING 4 PLANS</p>	<p>Project Designer Mark Stankey, Assoc. AIA, LEED AP markstankey@icloud.com 612.388.6588</p> <p>Project Architect Matthew Byers, AIA, LEED AP BD+C matthewmbyers@gmail.com 651.336.1393 dseini@icloud.com</p>	<p>Owner/Developer: RzeKa, LLC Darren Seini, Manager P.O. Box 184 Stillwater, MN 55082 612.328.0009 dseini@icloud.com</p>	
 <p>BUILDING 4 MEZZANINE FLOOR PLAN 1/4" = 1'-0"</p>			

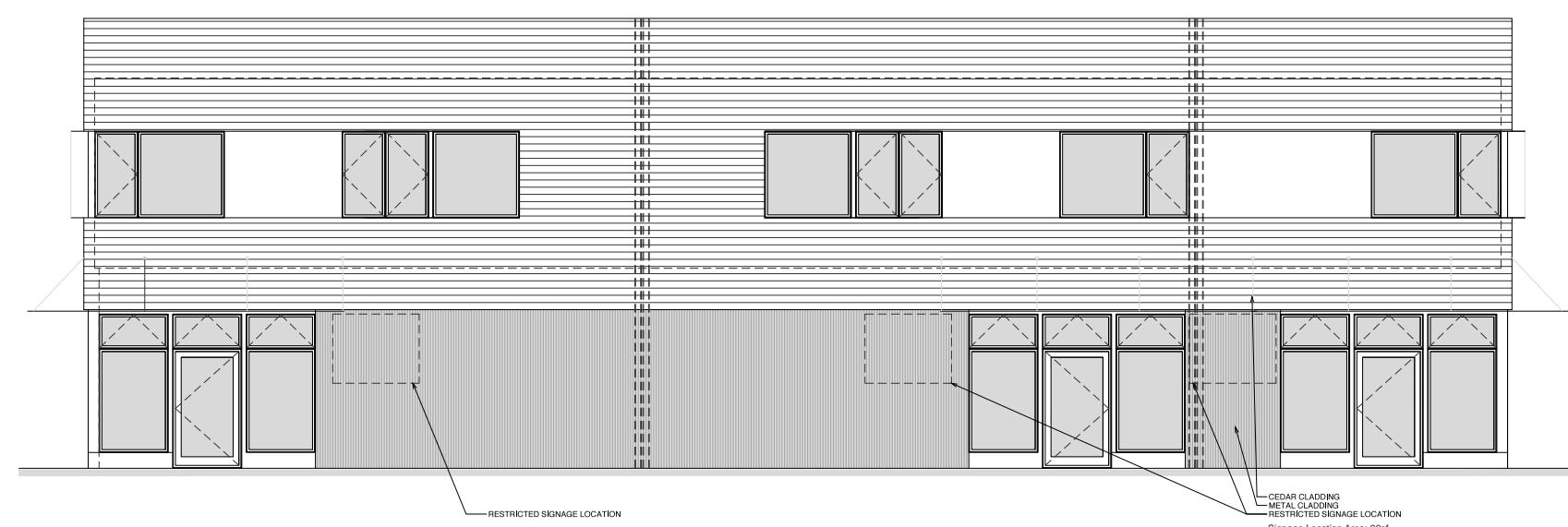
 <p>BUILDING 4 SOUTH ELEVATION A4.1 SCALE: 1/4" = 1'-0"</p>  <p>BUILDING 4 NORTH ELEVATION A4.1 SCALE: 1/4" = 1'-0"</p>			<p>FDP SUBMITTAL JUNE 23, 2014</p>
RZEKA LIVE WORK Rzeke Live Work Townhome Addition to the Town of Jackson, Wyoming 1200 South Broadway Highway 89, Town of Jackson, Teton County, Wyoming A portion of Lot Four (4) and the SW 1/4 NW 1/4 of Section 5, Township 40 North, Range 116 West, within the incorporated limits of the Town of Jackson, Teton County, Wyoming.	<p>Owner/Developer: Rzeke, LLC Darren Sein, Manager P.O. Box 184 Stillwater, MN 55082 612.328.0009 dsein@rzed.com</p> <p>Project Architect: Matthew Byers, AIA, LEED AP BD+C matthewmbyers@gmail.com 651.336.1393</p> <p>Project Designer: Mark Stankey, Assoc. AIA, LEED AP markstankey@icloud.com 612.388.6588</p>	A4.1 BUILDING 4 ELEVATIONS	

 <p>BUILDING 4 EAST ELEVATION A4.2 SCALE: 1/4" = 1'-0"</p>		<p>FDP SUBMITTAL JUNE 23, 2014</p>
 <p>BUILDING 4 WEST ELEVATION A4.2 SCALE: 1/4" = 1'-0"</p>		<p>RZEKA LIVE WORK RzeKa Live Work Townhome Addition to the Town of Jackson, Wyoming 1200 South Broadway Highway 89, Town of Jackson, Teton County, Wyoming A portion of Lot Four (4) and the SW 1/4 of Section 5, Township 40 North, Teton County, Wyoming, Range 116 West, within the incorporated limits of the Town of Jackson, Teton County, Wyoming.</p>
<p>A4.2 BUILDING 4 ELEVATIONS</p>		<p>Project Designer Mark Stankey, Assoc. AIA, LEED AP markstankey@icloud.com 612.388.6588</p> <p>Project Architect Matthew Byers, AIA, LEED AP BD+C matthewmbyers@gmail.com 651.336.1393</p> <p>Owner/Developer: RzeKa, LLC Darren Sehn, Manager P.O. Box 184 Stillwater, MN 55082 612.328.0009 dsehn@icloud.com</p>

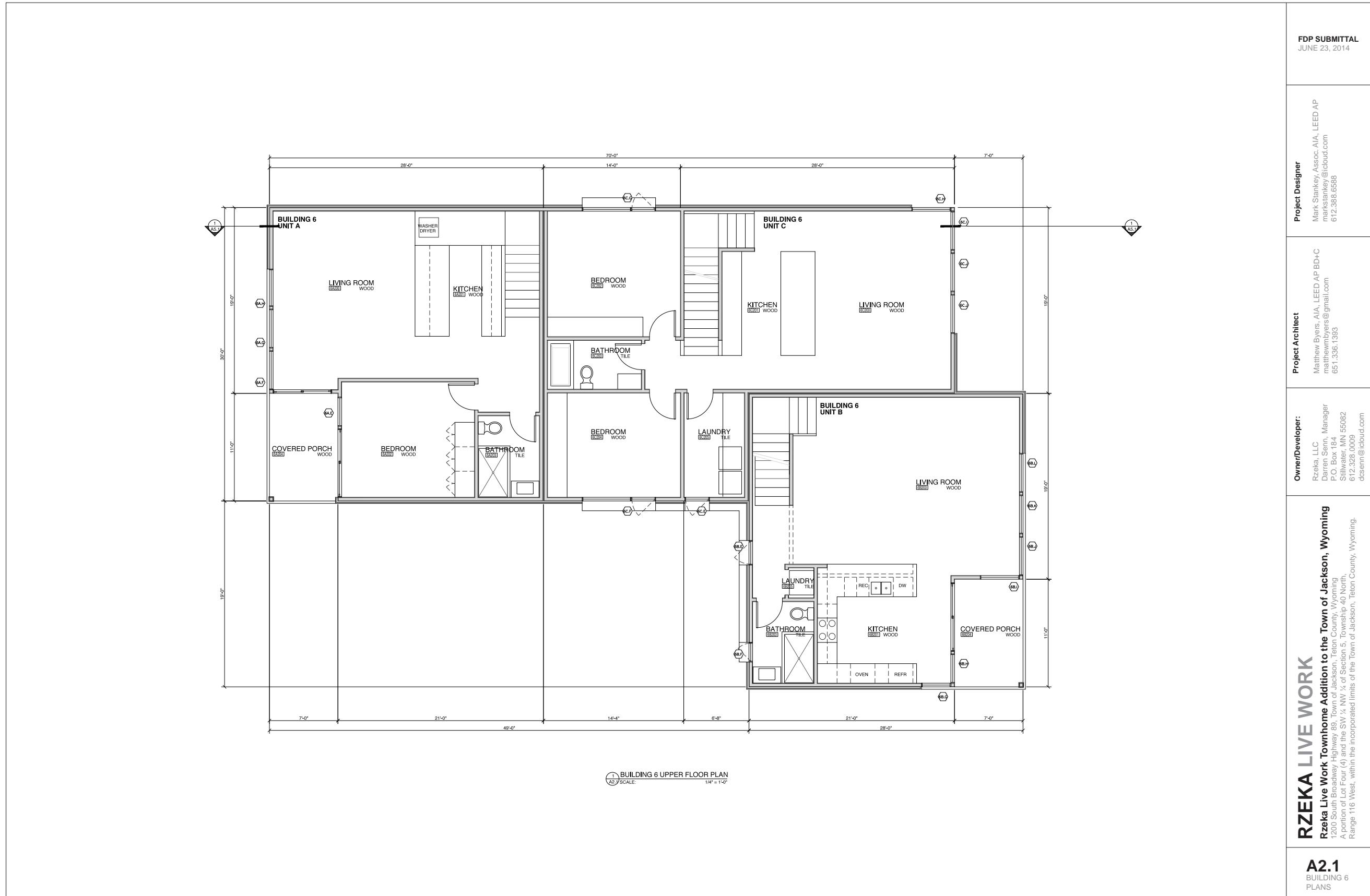


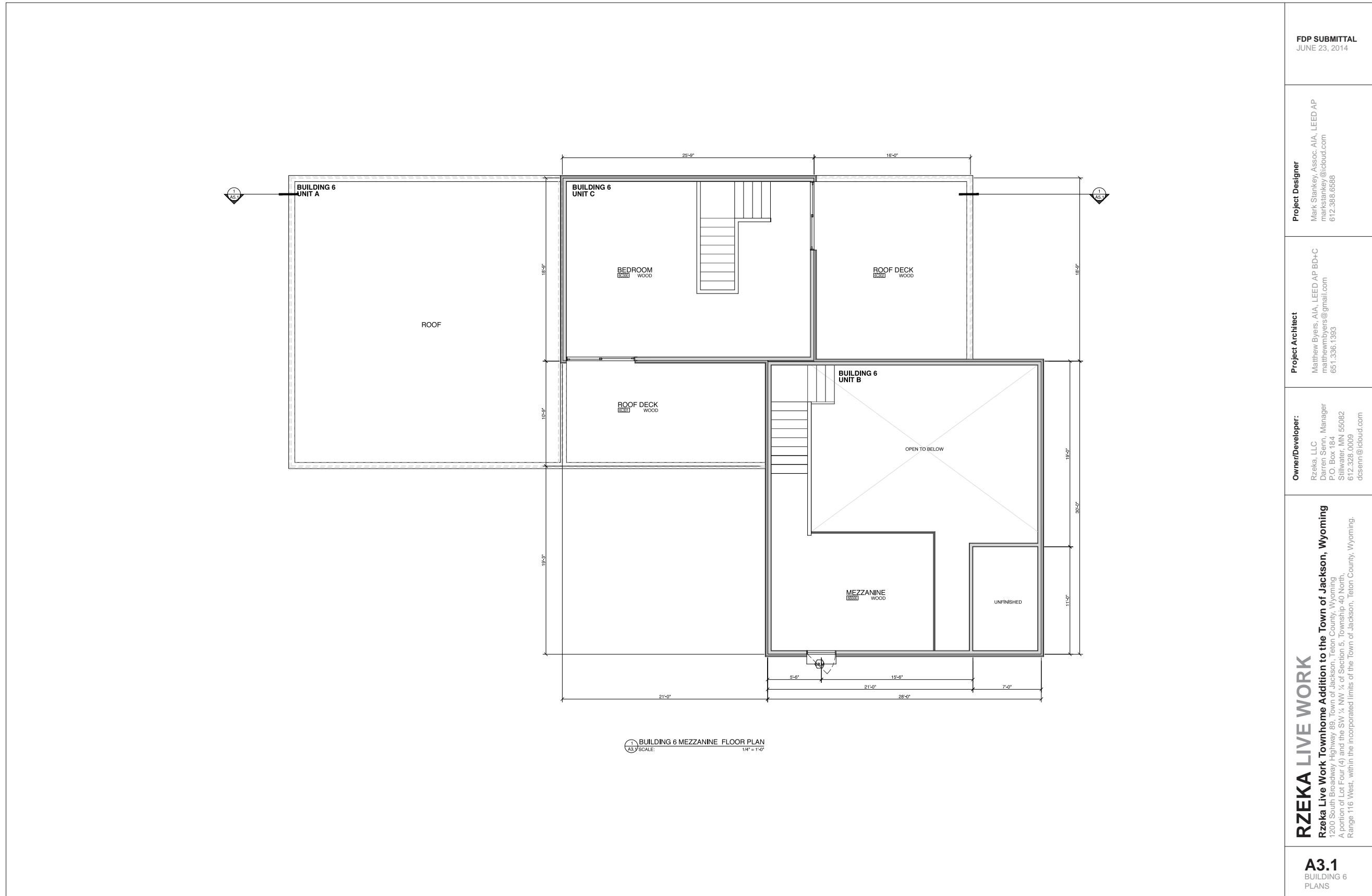


			FDP SUBMITTAL JUNE 23, 2014	
 <p>1 BUILDING 5 NORTH ELEVATION A4.1 SCALE: 1/4" = 1'-0"</p>			Project Architect Matthew Byers, AIA, LEED AP BD+C matthewmbyers@gmail.com 651.336.1393 dseini@gmail.com	Project Designer Mark Stankey, Assoc. AIA, LEED AP markstankey@icloud.com 612.388.6588
 <p>2 BUILDING 5 SOUTH ELEVATION A4.1 SCALE: 1/4" = 1'-0"</p>			Owner/Developer Rzeke, LLC Darren Seini, Manager P.O. Box 184 Stillwater, MN 55082 612.328.0009 dseini@gmail.com	
<p>RZEKA LIVE WORK Rzeke Live Work Townhome Addition to the Town of Jackson, Wyoming 1200 South Broadway Highway 89, Town of Jackson, Teton County, Wyoming A portion of Lot Four (4) and the SW 1/4 NW 1/4 of Section 5, Township 40 North, Range 116 West, within the incorporated limits of the Town of Jackson, Teton County, Wyoming.</p>				
<p>A4.1 BUILDING 5 ELEVATIONS</p>				

		FDP SUBMITTAL JUNE 23, 2014	
 <p>Building 5 East Elevation Drawing. The drawing shows a long, single-story building with a gabled roof. The facade features a series of windows and doors. A vertical dimension line indicates a height of 28'-0" from the ground to the top of the wall. A horizontal dimension line indicates a width of 100'-0" from the ground to the top of the floor. A scale bar at the bottom right indicates 1/4" = 1'-0".</p>	<p>Project Designer Mark Stankey, Assoc. AIA, LEED AP markstankey@cloud.com 612.388.6588</p>	<p>Project Architect Matthew Byers, AIA, LEED AP BD+C matthewmbyers@gmail.com 651.336.1393</p>	<p></p>
 <p>Building 5 West Elevation Drawing. This view shows the opposite side of the building. It includes a detailed callout for a "RESTRICTED SIGNAGE LOCATION" on the left side. Another callout on the right side specifies "METAL CLADDING" and "RESTRICTED SIGNAGE LOCATION". The drawing includes a vertical dimension line for height and a horizontal dimension line for width, along with a 1/4" = 1'-0" scale bar.</p>	<p>Owner/Developer: RzeKa, LLC Darren Senn, Manager P.O. Box 184 Stillwater, MN 55082 612.328.0009 dssenn@icloud.com</p>	<p>RZEKA LIVE WORK RzeKa Live Work Townhome Addition to the Town of Jackson, Wyoming 1200 South Broadway Highway 89, Town of Jackson, Teton County, Wyoming A portion of Lot Four (4) and the SW 1/4 NW 1/4 of Section 5, Township 40 North, Range 116 West, within the incorporated limits of the Town of Jackson, Teton County, Wyoming.</p>	<p></p>
<p>A4.2 BUILDING 5 ELEVATIONS</p>			







 <p>BUILDING 6 SOUTH ELEVATION A4.1 SCALE: 1/4" = 1'-0"</p> <p>BUILDING 6 NORTH ELEVATION A4.1 SCALE: 1/4" = 1'-0"</p>		<p>FDP SUBMITTAL JUNE 23, 2014</p>
<p>RZEKA LIVE WORK Rzeka Live Work Townhome Addition to the Town of Jackson, Wyoming</p> <p>1200 South Broadway Highway 89, Town of Jackson, Teton County, Wyoming A portion of Lot Four (4) and the SW 1/4 NW 1/4 of Section 5, Township 40 North, Range 116 West, within the incorporated limits of the Town of Jackson, Teton County, Wyoming.</p>	<p>Project Architect Matthew Byers, AIA, LEED AP BD+C matthewmbyers@gmail.com 651.336.1393 mbyers@rzedesign.com</p>	<p>Project Designer Mark Stankey, Assoc. AIA, LEED AP markstankey@icloud.com 612.388.6588</p>

 <p>BUILDING 6 EAST ELEVATION A4.2 SCALE: 1/4" = 1'-0"</p>  <p>BUILDING 6 WEST ELEVATION A4.2 SCALE: 1/4" = 1'-0" RESTRICTED SIGNAGE LOCATION Signage Location Area: 20sf (4H x 5W) Max allowed use: 50%</p>			<p>FDP SUBMITTAL JUNE 23, 2014</p>
<p>RZEKA LIVE WORK RzeKa Live Work Townhome Addition to the Town of Jackson, Wyoming 1200 South Broadway Highway 89, Town of Jackson, Teton County, Wyoming A portion of Lot Four (4) and the SW 1/4 NW 1/4 of Section 5, Township 40 North, Range 116 West, within the incorporated limits of the Town of Jackson, Teton County, Wyoming.</p>	<p>Project Architect Matthew Byers, AIA, LEED AP BD+C matthewbyers@gmail.com 651.336.1393</p>	<p>Project Designer Mark Stankey, Assoc. AIA, LEED AP markstankey@icloud.com 612.388.6588</p>	

RZEKA LIVE/WORK
Rzeka Live Work Townhouse Addition to the Town of Jackson, Wyoming
1200 South Broadway Hwy 89, Town of Jackson, Teton County, Wyoming

Application for a Planned Unit Development: Final Development Plan

Attachment D
Civil Drawings

*Drawings in this bound copy are not shown to scale.
Please refer to full-size drawing set submitted as part of
the Final Development Plan Submittal for full-size drawings*

*Minor discrepancies exist between current architectural
drawings and civil drawings with regard to the area and
name of each unit. Please refer to drawing C5 in the
following drawing set for the accurate unit descriptions.*

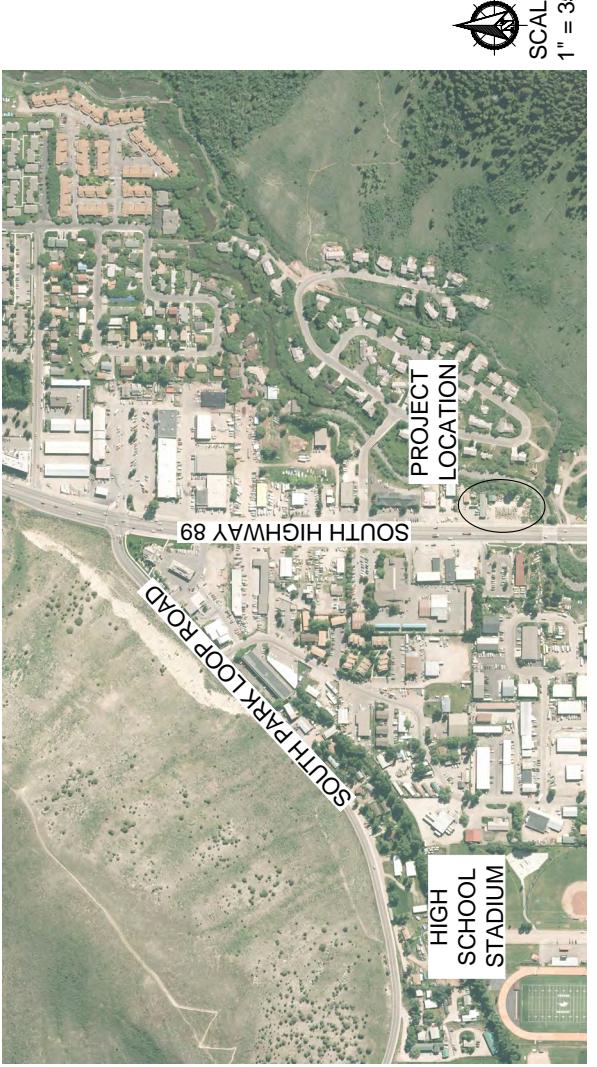
RZEKA LIVE/WORK

FINAL DEVELOPMENT PLAN

1200 SOUTH BROADWAY HWY 89

TOWN OF JACKSON, TETON COUNTY, WYOMING

CIVIL CONSTRUCTION DRAWINGS



GENERAL INFORMATION

SITE OWNER

RZEKA, LLC
c/o MATTHEW BYERS, AIA
651-336-1393
PO BOX 1844
STILLWATER, MN 55082

PROJECT LOCATION

1200 SOUTH HWY 89
SW1/4 NW1/4, SEC 5, T40N, R116W
TOWN OF JACKSON
TETON COUNTY, WY

SITE INFORMATION

1.01 ACRES
44057.93-SQ FT
ZONING: AC
PROPOSED USE: LIV/WORK PUD

EXISTING BUILDING AND STRUCTURE REMOVAL
SITE GRADING
CONSTRUCTION OF 15 LIV/WORK UNITS
PUBLIC WATER & SEWER MAIN AND SERVICE LINE INSTALLATIONS
ELEC. & COMM. UTILITY INSTALLATIONS

LAND SURVEYORS
EXISTING TOPOGRAPHY:
ON SIGHT LAND SURVEYORS INC.
265 NORTH GLENWOOD
PO BOX 12290
JACKSON, WY 83002
Project No. 22-40-16-5-40 22-40-16-5-40.dwg 12/13/13

EXISTING UTILITIES & CONSTRUCTION STAKING:
RENDEZVOUS ENGINEERING, P.C.
25 SOUTH GROS VENTRE STREET
PO BOX 4858
JACKSON, WY 83001
307.733.5252

GENERAL PROJECT NOTES:

1. THE PROJECT WORK SHALL CONFORM TO THE SPECIFICATIONS DEFINED IN THE PROJECT MANUAL ALONG WITH ASSOCIATED LOCAL, STATE, AND FEDERAL REGULATIONS.
2. CONTRACTOR IS TO KEEP CURRENT STAMPED PLANS AND PROJECT MANUAL ON JOBSITE AT ALL TIMES.
3. ALL WORK PERFORMED IS SUBJECT TO INSPECTION BY ENGINEER TO ENSURE COMPLIANCE WITH THE PROJECT MANUAL AND THESE CONSTRUCTION DRAWINGS.
4. SUMMIT CONSULTING GROUP IS NOT RESPONSIBLE FOR WORK COMPLETED WITHOUT THE SUPERVISION OF THE PROJECT ENGINEER OR AUTHORIZED AGENT.
5. SUMMIT CONSULTING GROUP IS NOT RESPONSIBLE FOR WORK NOT SPECIFIED IN THESE CONSTRUCTION DRAWINGS AND PROJECT MANUAL.
6. WATER & SEWER MAINS WITHIN WYDOT ROW ARE PUBLIC, OWNED & MAINTAINED BY TOJ.
7. WATER MAIN WITHIN RZEKA LIVE WORK LOT 16 (DEDICATED, NON-EXCLUSIVE UTILITY EASEMENT), TO BE PUBLIC, OWNED & MAINTAINED BY TOJ.
8. SANITARY SEWER MAINS INCLUDING LIFT STATION, WITHIN RZEKA LIVE WORK LOT 16 UP TO POINT OF TIE-IN TO EXISTING SANITARY MANHOLE, TO BE PRIVATE, OWNED & MAINTAINED BY HOA.
9. RZEKA LIVE WORK HOA SHALL BE RESPONSIBLE FOR KEEPING ALL FIRE HYDRANTS ON PROPERTY CLEAR OF SNOW & DEBRIS AT ALL TIMES.
10. ROAD & PARKING AREAS WITHIN DEVELOPMENT ARE PRIVATE AND TO BE MAINTAINED BY RZEKA LIVE WORK HOA.
11. LOT 16 NON-EXCLUSIVE EASEMENT GRANTED TO TOJ & LVE FOR UTILITIES.

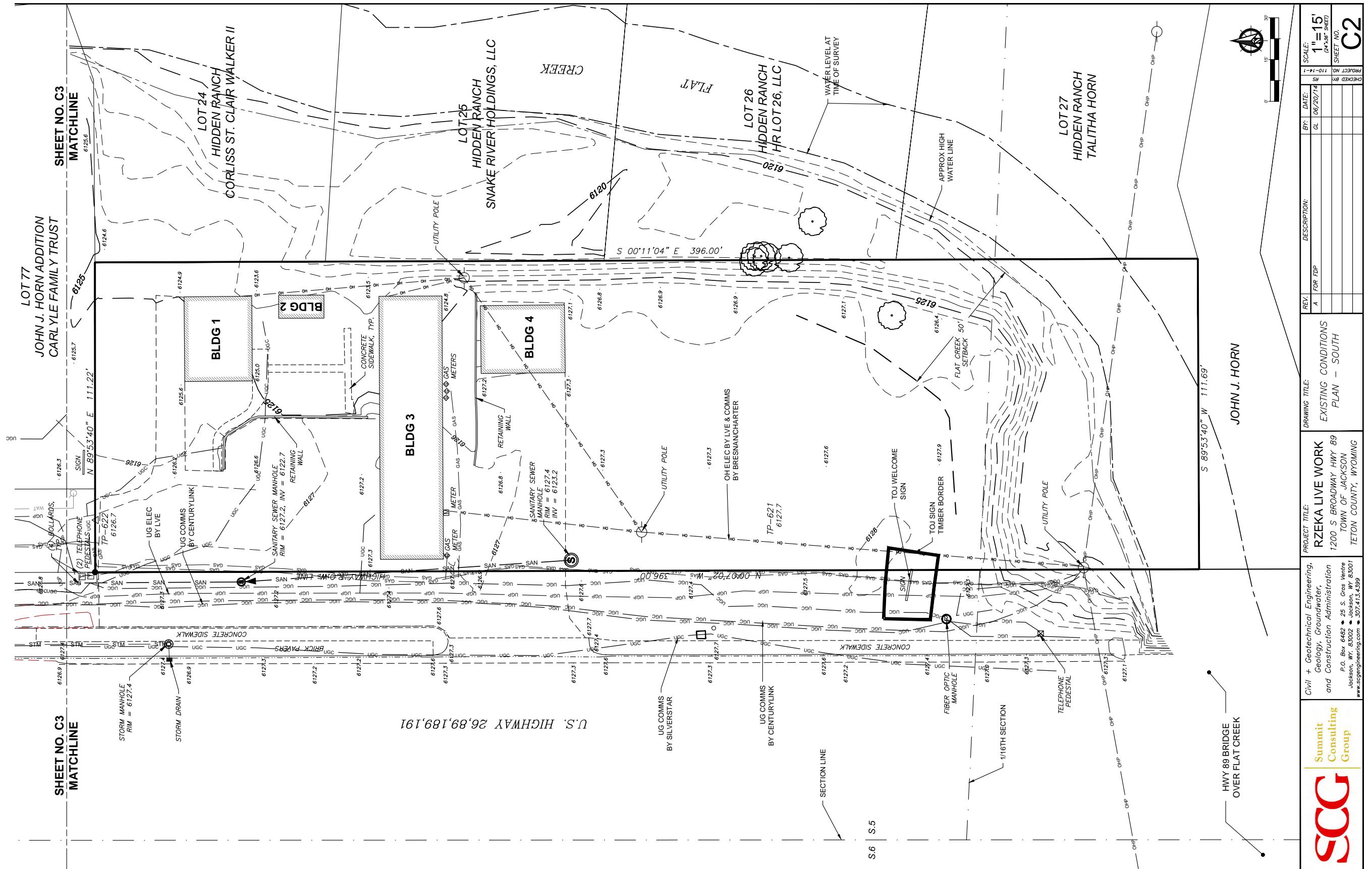
INDEX OF SHEETS

	COVER SHEET & GENERAL NOTES
C1	EXISTING CONDITIONS PLAN - SOUTH
C2	EXISTING CONDITIONS PLAN - NORTH
C3	REMOVAL & DEMOLITION PLAN
C4	PROPOSED SITE PLAN - SOUTH
C5	ROADWAY & PARKING PLAN
C6	ROADWAY & PARKING PLAN SECTIONS
C7	ROADWAY & PARKING PLAN DETAILS
C8	OVERALL UTILITY PLAN - SOUTH
C9	OVERALL UTILITY PLAN - NORTH
C10	WATER LINE PLAN - SOUTH
C11	WATER LINE PLAN - NORTH
C12	WATER LINE DETAILS
C13	SANITARY SEWER PLAN
C14	SANITARY SEWER DETAILS
C15	PROPOSED GRADING & DRAINAGE PLAN
C16	STORMWATER DRAINAGE SUMMARY
C17	GRADING & EROSION CONTROL DETAILS
C18	

PROJECT TITLE:	DRAWING TITLE:	REV.	DESCRIPTION:	BY:	SCALE:	
					FOR FDP	AS NOTED (24x36 sheet)
RZEKA LIVE WORK	COVER SHEET	A		Gl	06/20/14	1:10-1:1-1
1200 S BROADWAY HWY 89	GENERAL NOTES					
TOWN OF JACKSON						
TETON COUNTY, WYOMING						

Project No. 83002 • Jackson, WY 83001
www.sgcengineering.com • 307.413.3399

SCC | Summit Consulting Group



STELLARIA LANE

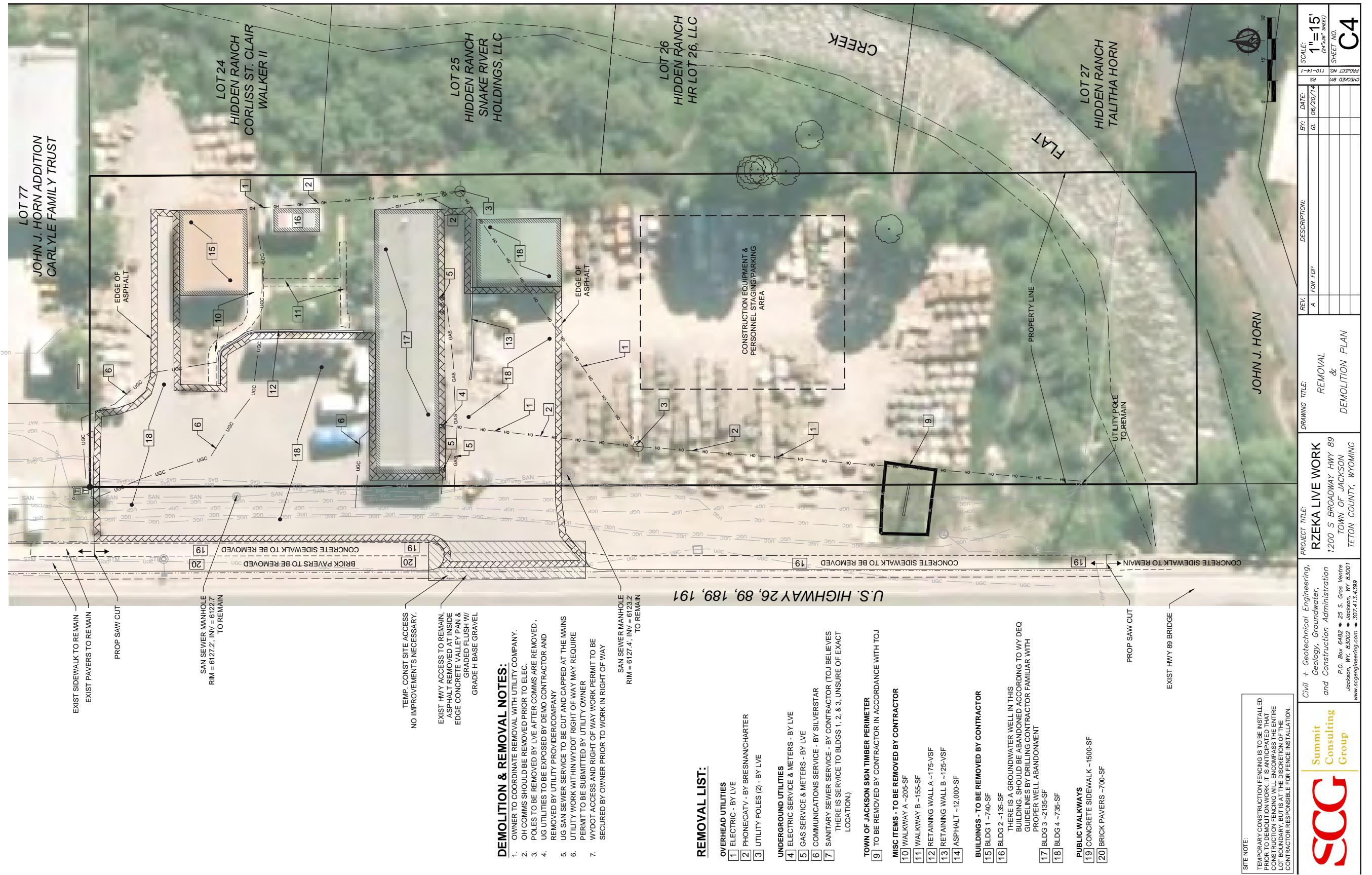
U.S. HIGHWAY 26, 89, 189, 191

LOT 76
JOHN J. HORN ADDITION
MOUNTAIN WEST FARM BUREAU
MUTUAL INSURANCE COMPANY

JOHN J. HORN ADDITION
CARLYLE FAMILY TRUST

RZEKA LIVE/WORK *Attachment D - Civil Drawings*

Submitted: June 24, 2014



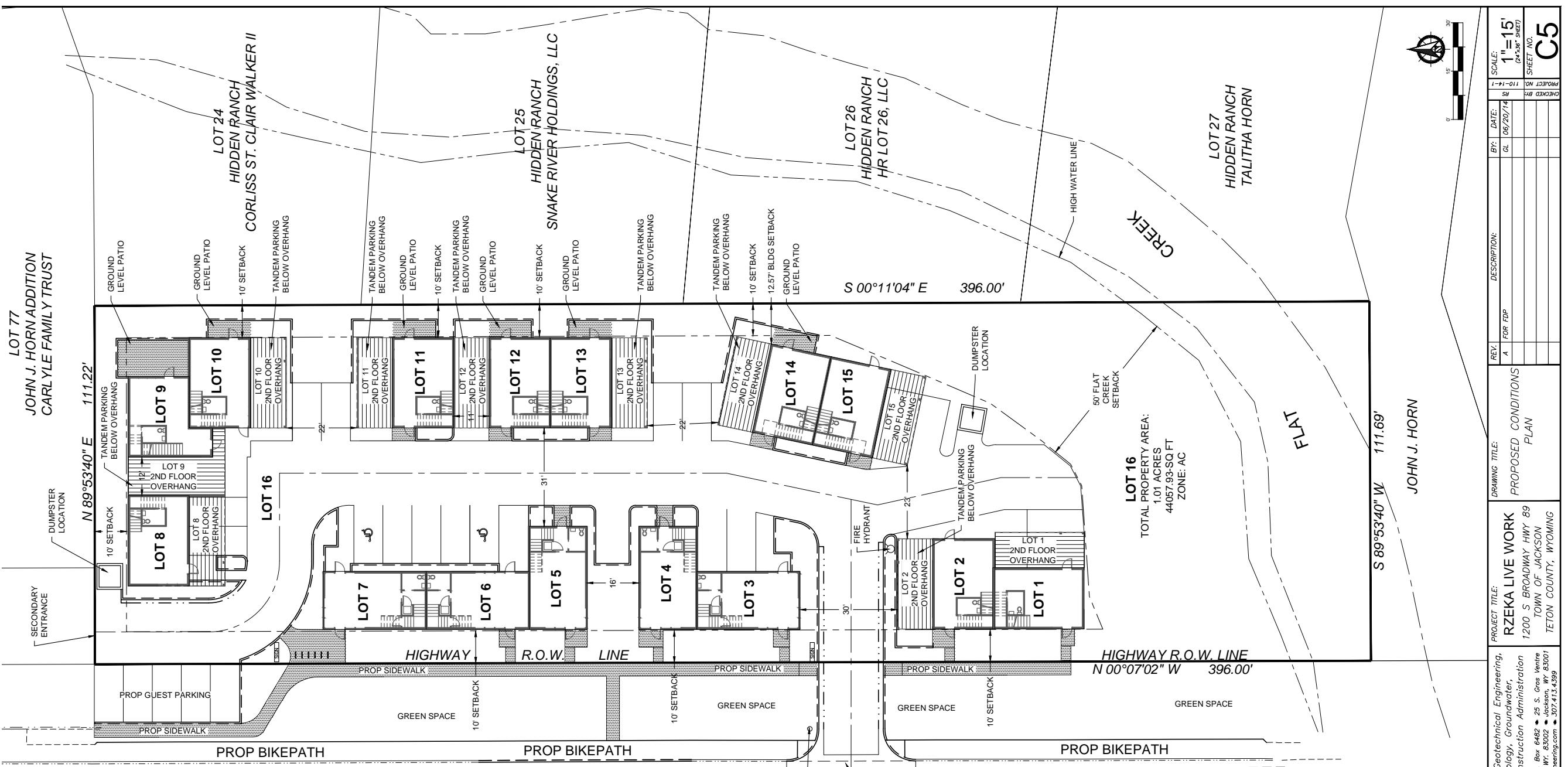
Submitted: June 24, 2014

INTERIOR LOT SUMMARY

LOT	LOT	SIZE	TYPE	DESCRIPTION
LOT 1	LOT 9	2000 SF	BUILDING 6 UNIT C	
LOT 2	LOT 10	1540 SF	BUILDING 6 UNIT B	
LOT 3	LOT 11	1285 SF	BUILDING 4 UNIT A	
LOT 4	LOT 12	1285 SF	BUILDING 4 UNIT B	
LOT 5	LOT 13	1540 SF	BUILDING 4 UNIT C	
LOT 6	LOT 14	1285 SF	BUILDING 2 UNIT A	
LOT 7	LOT 15	1540 SF	BUILDING 2 UNIT B	
LOT 8	LOT 16	1285 SF	BUILDING 5 UNIT A	ALL PROPERTY NOT INCLUDED IN LOTS 1-15
LOT 9	LOT 17	2000 SF	BUILDING 6 UNIT C	REF ARCH SITE PLAN FOR SCHEDULE OF DEVELOPMENT THRESHOLDS INCLUDING LSR & FAR

ZONING INFORMATION

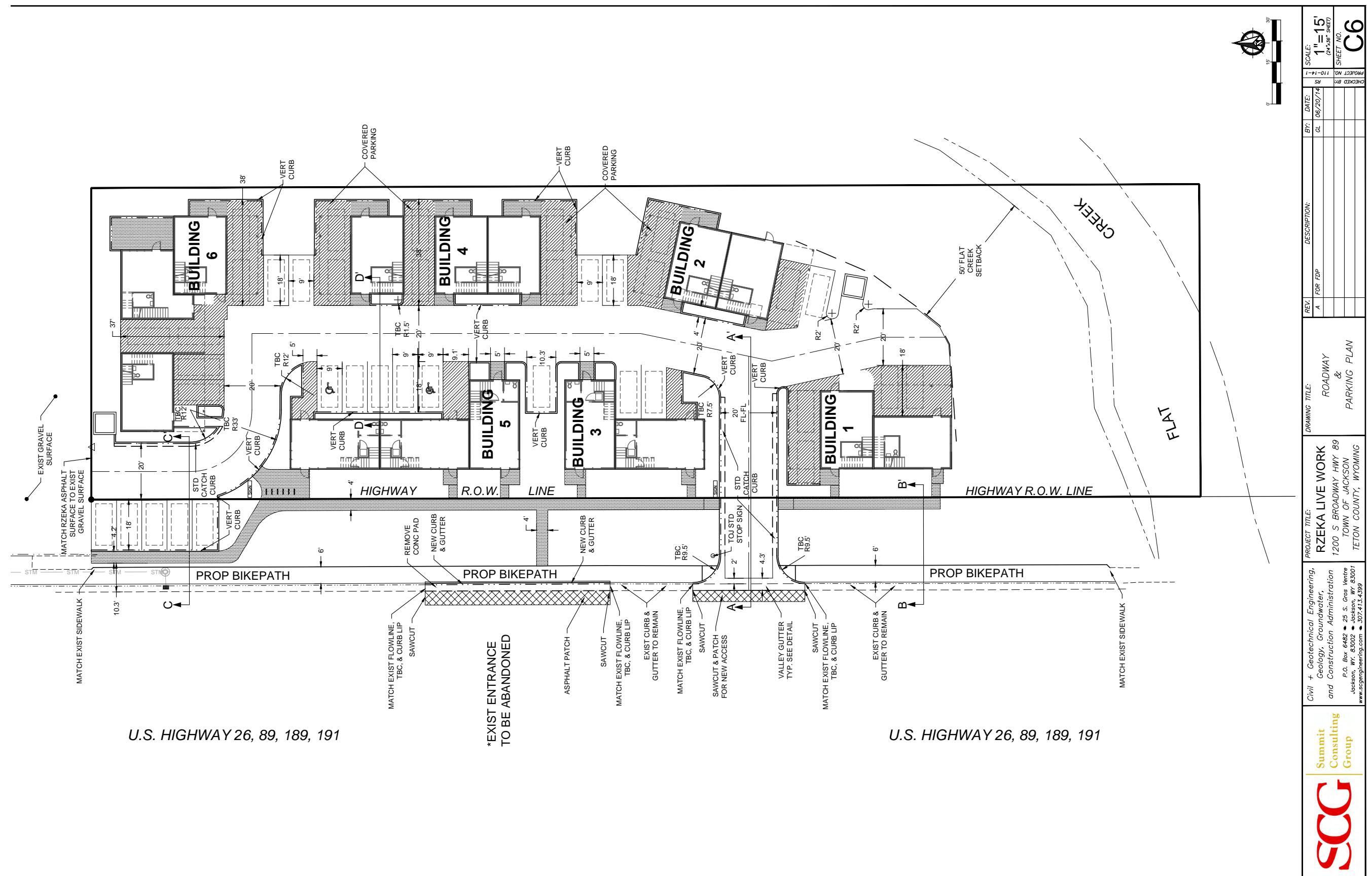
- LOT 77 OF JOHN J. HORN
ADDITION ZONED AC
- LOTS 24-27 OF HIDDEN RANCH
ZONED AC & NC-SF
- JOHN J. HORN ZONED AC,
NC-SF, & RURAL

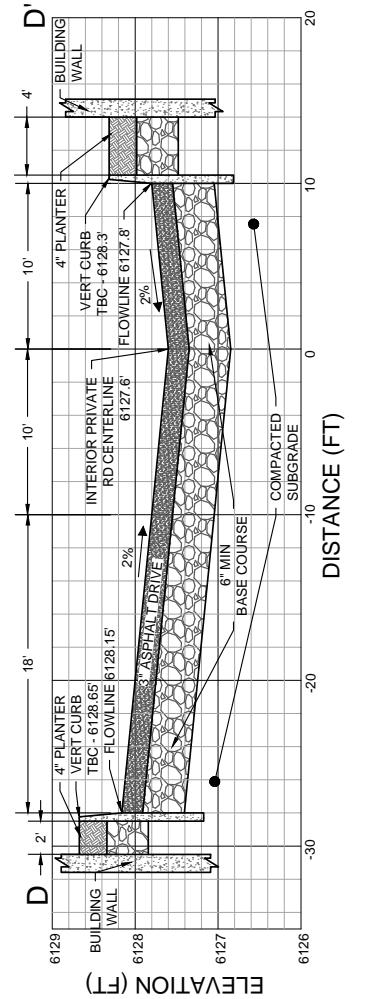
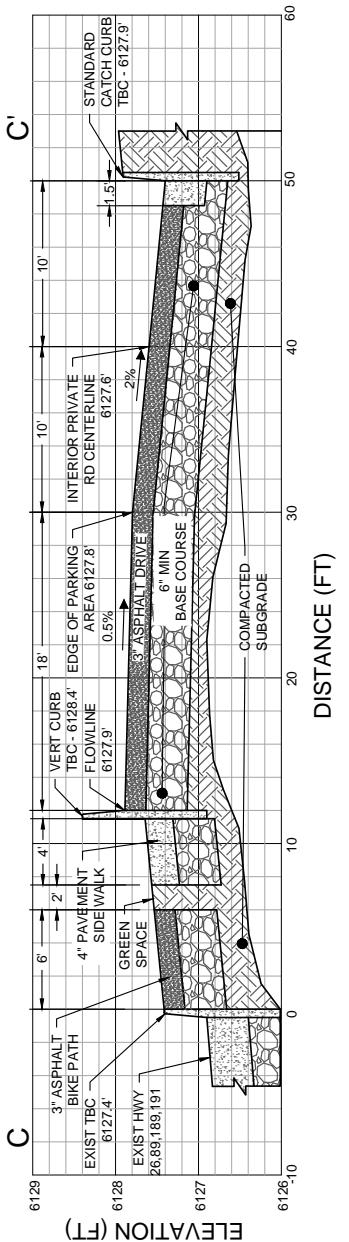
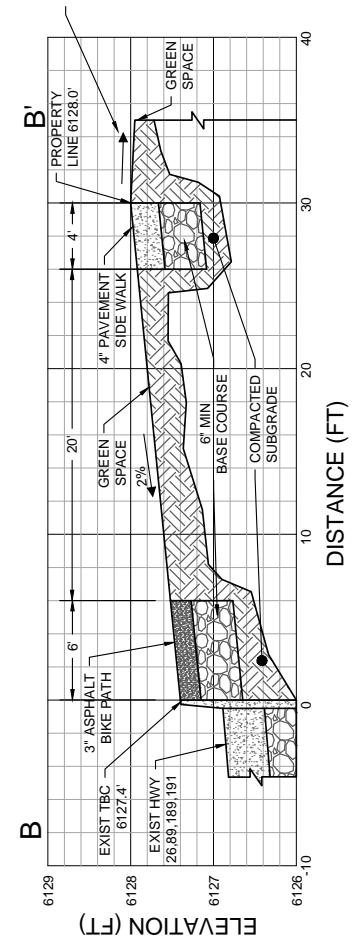
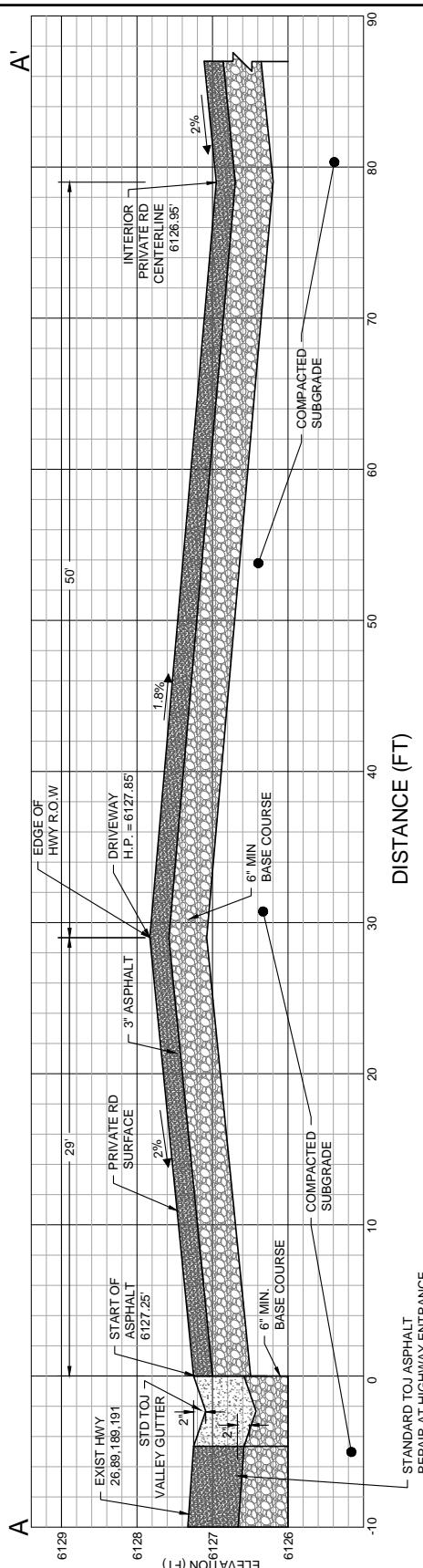


Submitted: June 24, 2014

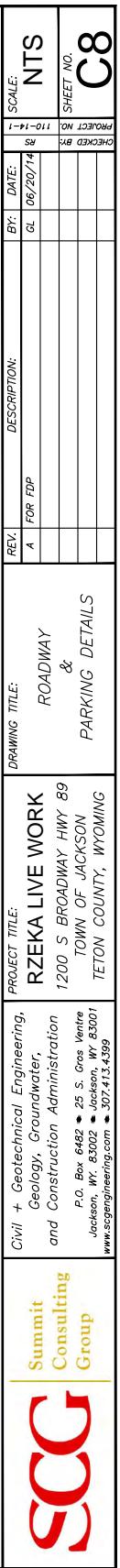
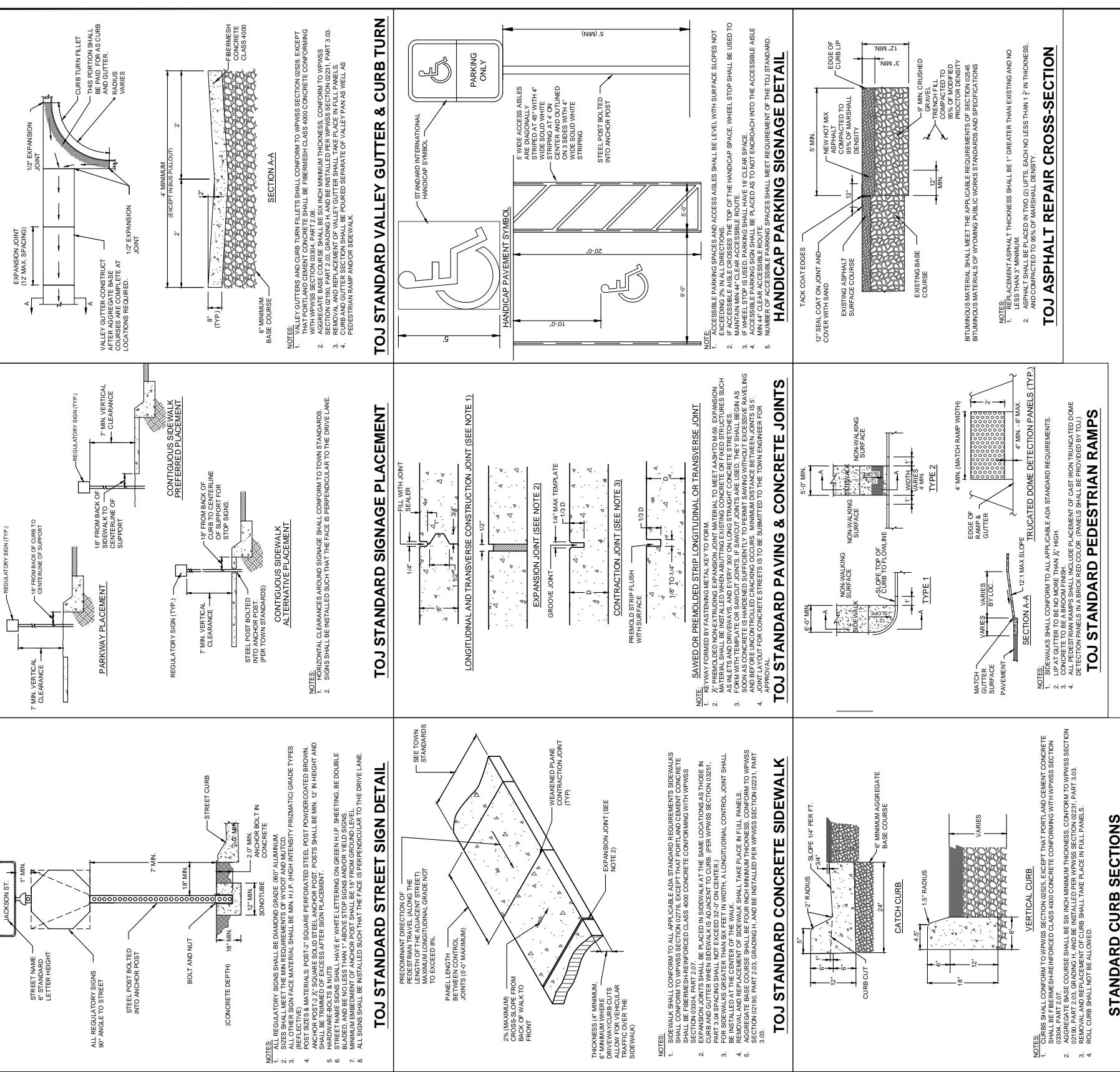
SCG

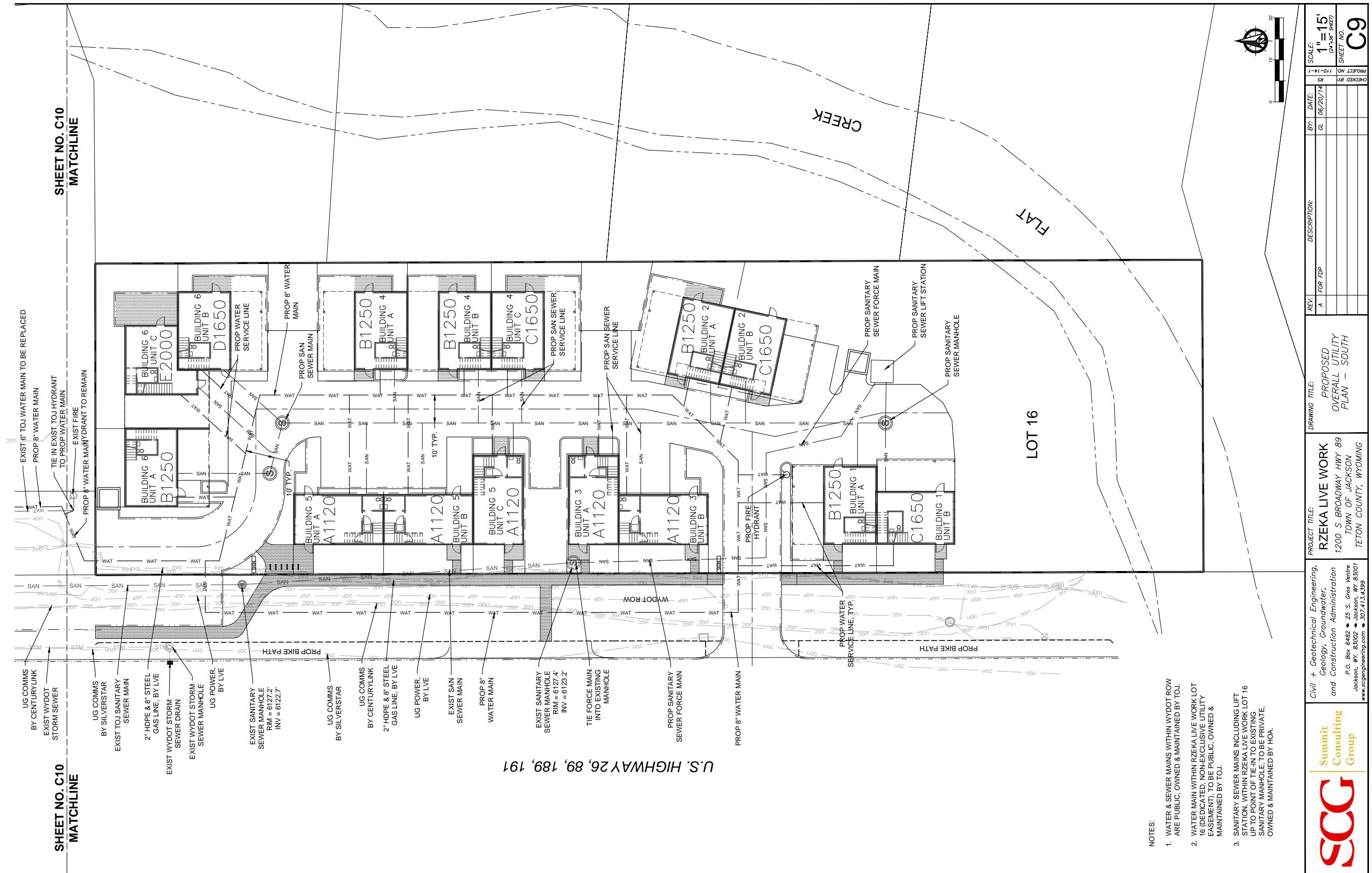
Summit Consulting Group	Civil + Geotechnical Engineering, and Construction Administration	PROJECT TITLE: RZEKA LIVE WORK	DRAWING TITLE: PROPOSED CONDITIONS PLAN	REV: A FOR FDP	DESCRIPTION: PROPOSED CONDITIONS PLAN	DATE: 06/20/14	BY: GL	SCALE: 1" = 15'
	P.O. Box 6482 • 25 S. Gros Ventre Jackson, WY 83001 www.s2engineering.com	1200 S BROADWAY HWY 89 TOWN OF JACKSON TETON COUNTY, WYOMING						





SCC	Summit Consulting Group	Civil + Geotechnical Engineering, Geology, Groundwater, and Construction Administration	PROJECT TITLE: RZEKA LIVE WORK 1200 S BROADWAY HWY 89 TOWN OF JACKSON TETON COUNTY, WYOMING	DRAWING TITLE: ROADWAY & PARKING SECTIONS	REV. A FOR FWP	DESCRIPTION: ROADWAY & PARKING SECTIONS	BY: GL 06/20/14	SCALE: AS NOTED

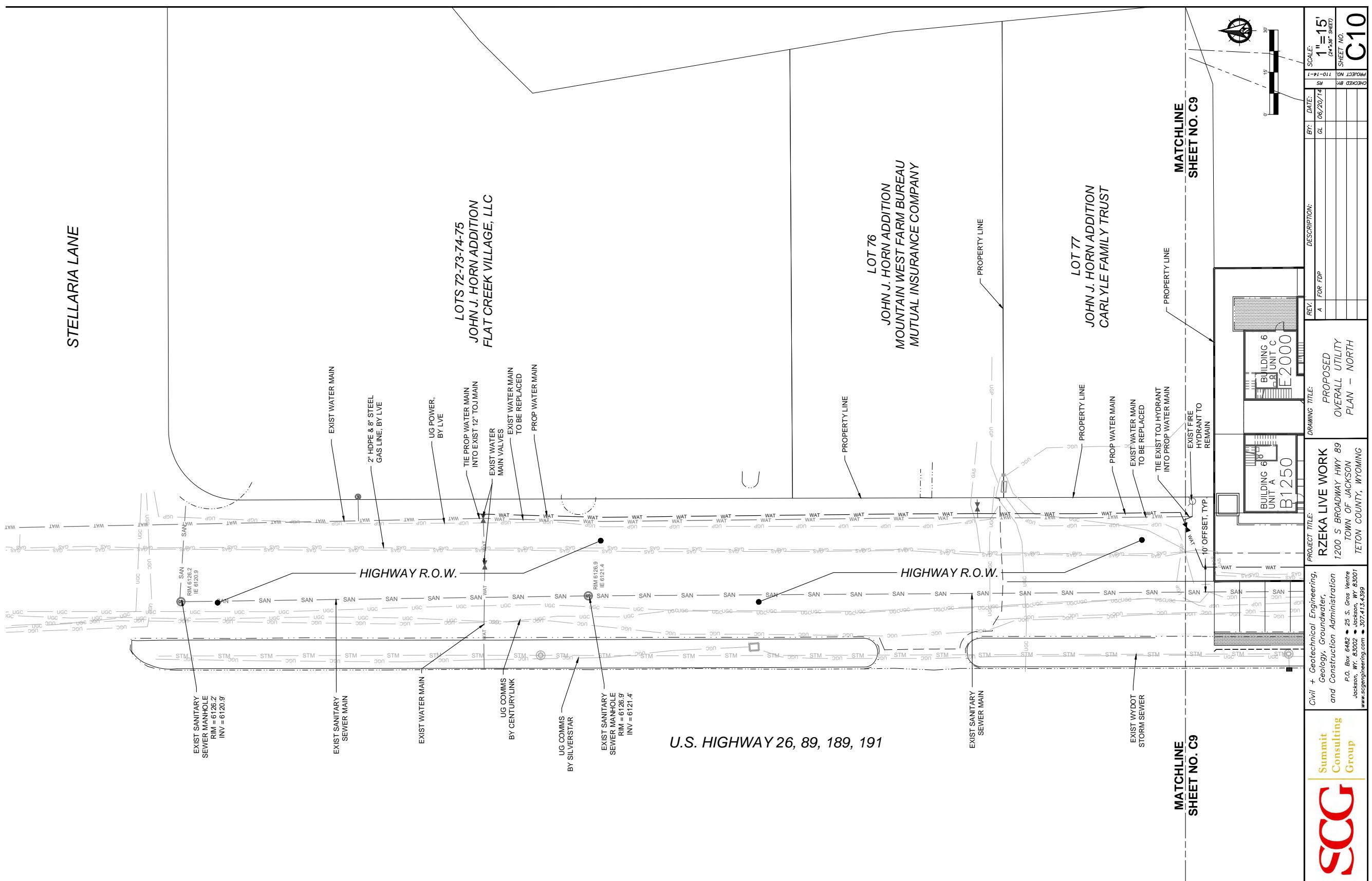




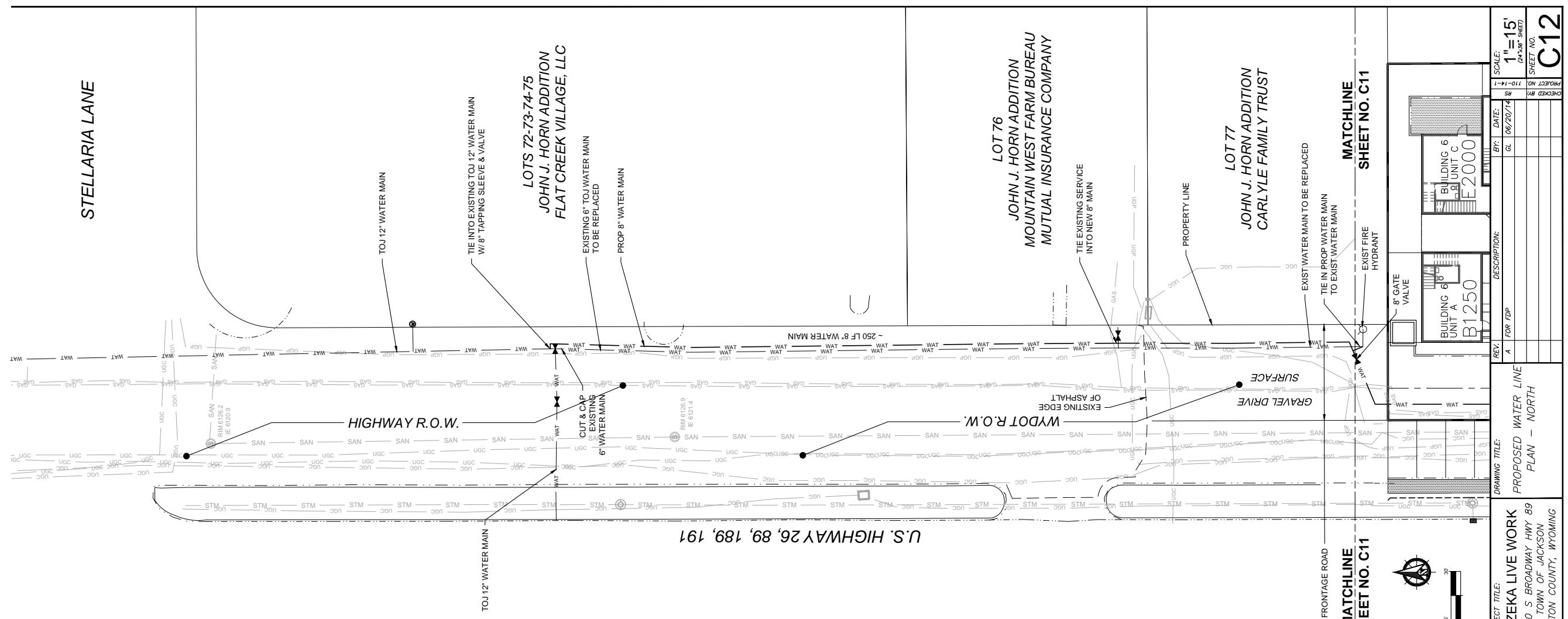
U.S. HIGHWAY 26, 89, 189, 191

Submitted: June 24, 2014

RZEKA LIVE/WORK



STELLARIA LANE



PRELIMINARY: NOT
FOR CONSTRUCTION

SCG Summit Consulting Group

RZEKA LIVE/WORK
Attachment D - Civil Drawings

Submitted: June 24, 2014

C12

10-14-1

15'

(24' x 36' SHEET)

SHEET NO.

1

DATE:

06/20/14

BY:

SCG

PROJECT NO.

10-14-1

SCALE:

1" = 15'

10-14-1

15'

(24' x 36' SHEET)

SHEET NO.

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SCALE:

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10-14-1

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10-14-1

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PROJECT NO.

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1" = 15'

10-14-1

15'

(24' x 36' SHEET)

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DATE:

06/20/14

BY:

SCG

PROJECT NO.

10-14-1

SCALE:

1" = 15'

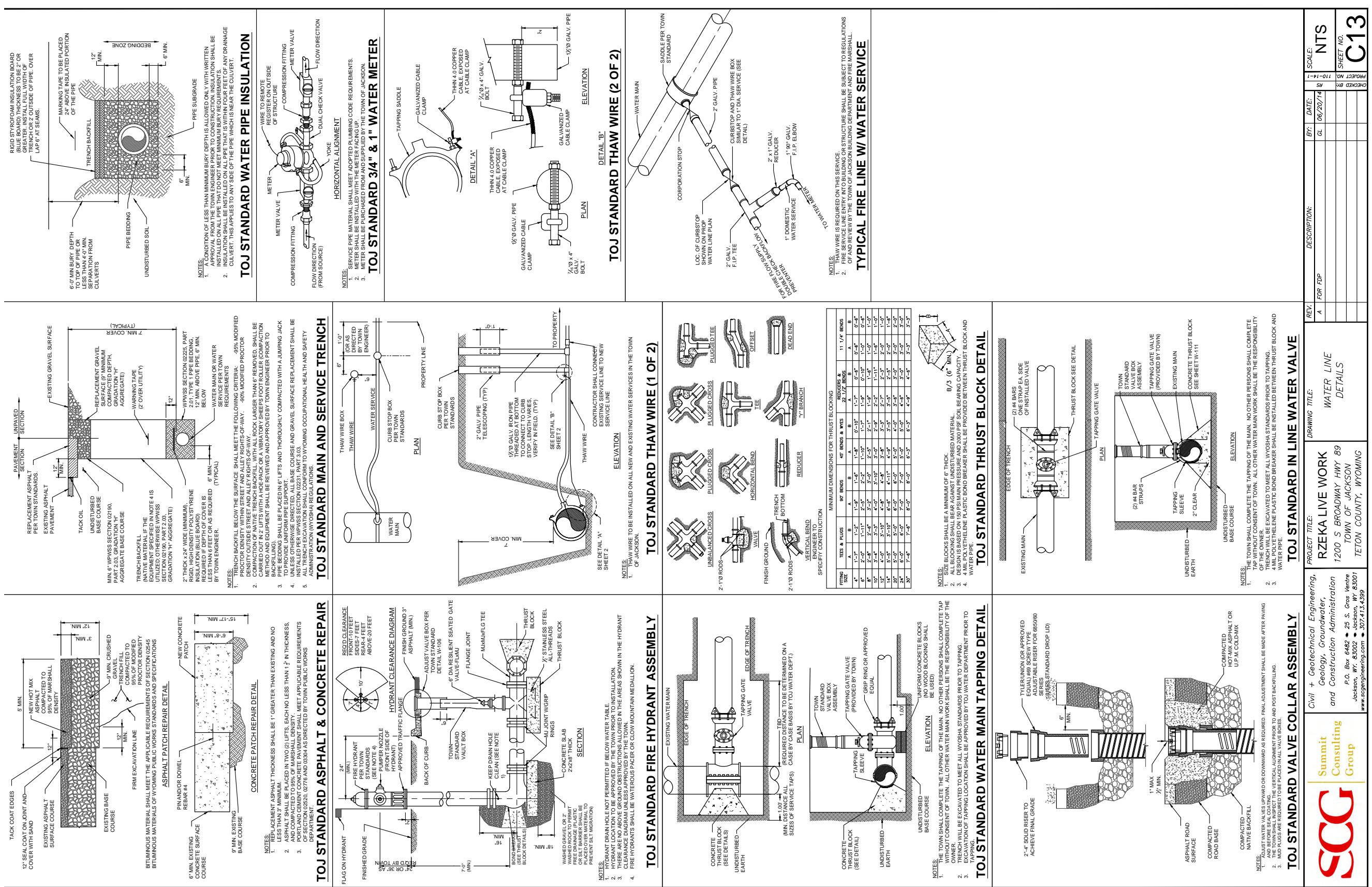
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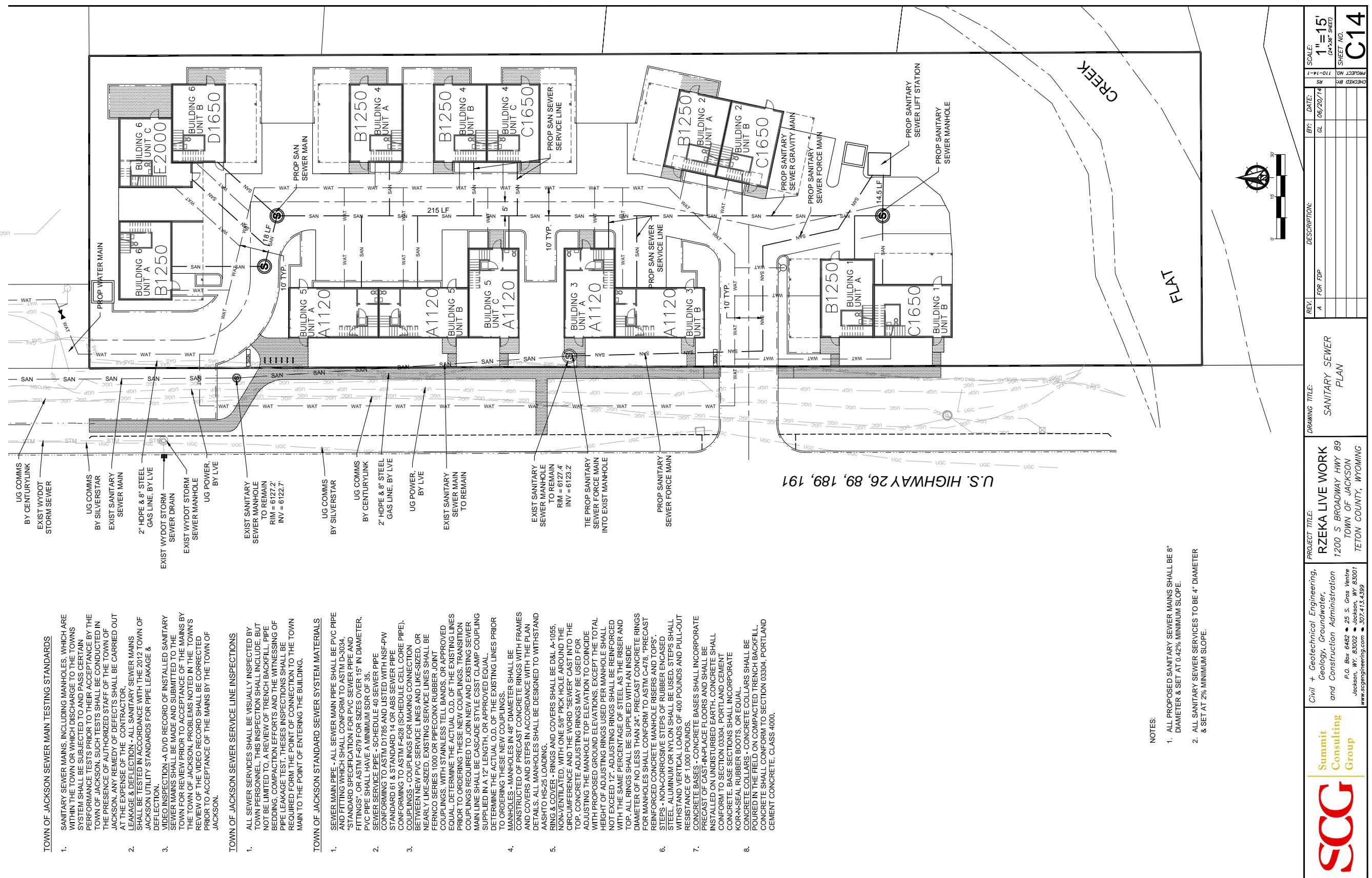
15'

(24' x 36' SHEET)

SHEET NO.

1





Project No. 110-14-1
 Sheet No. C14
 Scale: 1" = 15'
 (24.38" x 36.54")

Sheet No. C14

Scale: 1" = 15'
 (24.38" x 36.54")

Sheet No. C14

Scale: 1" = 15'
 (24.38" x 36.54")

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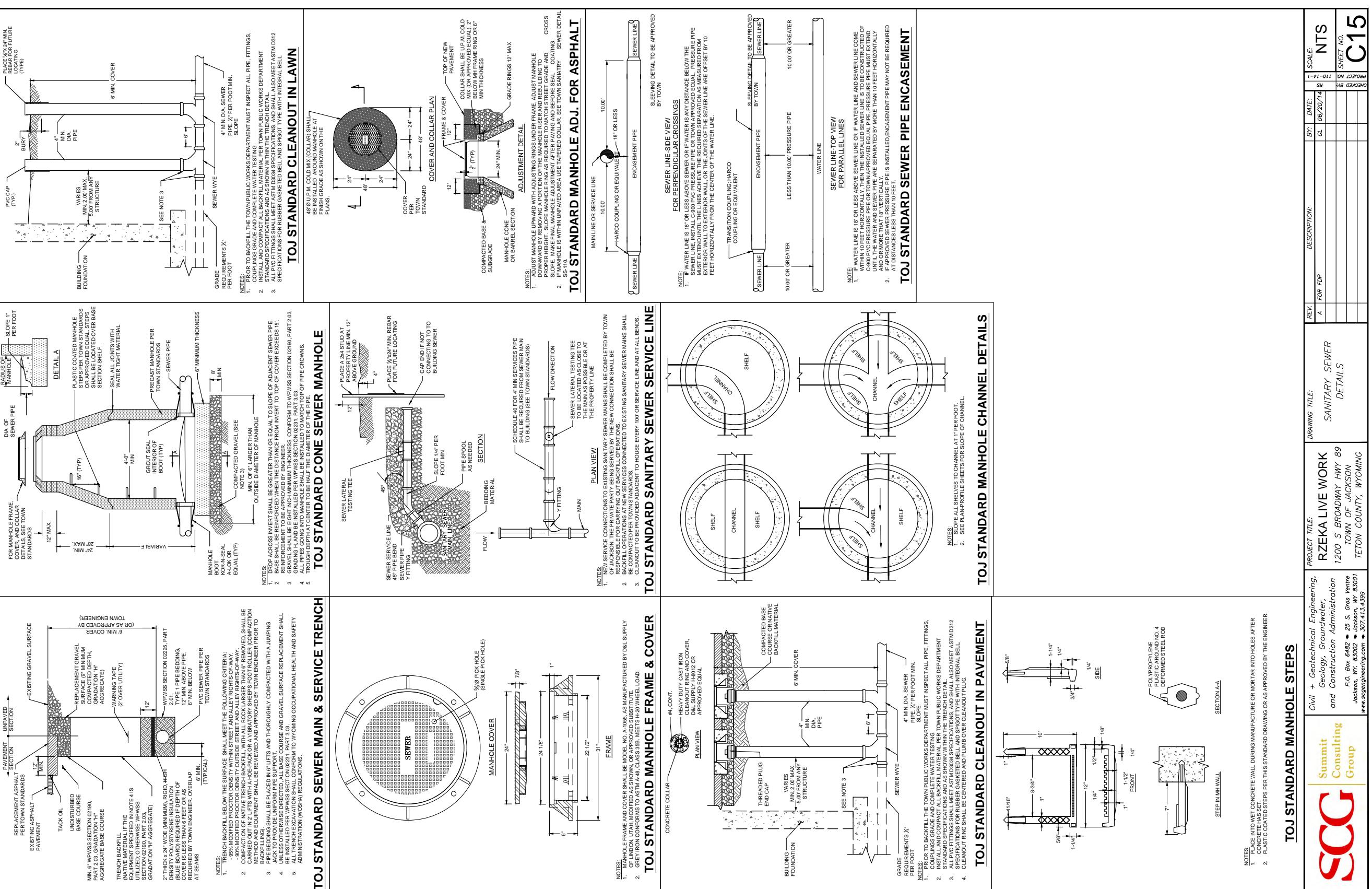
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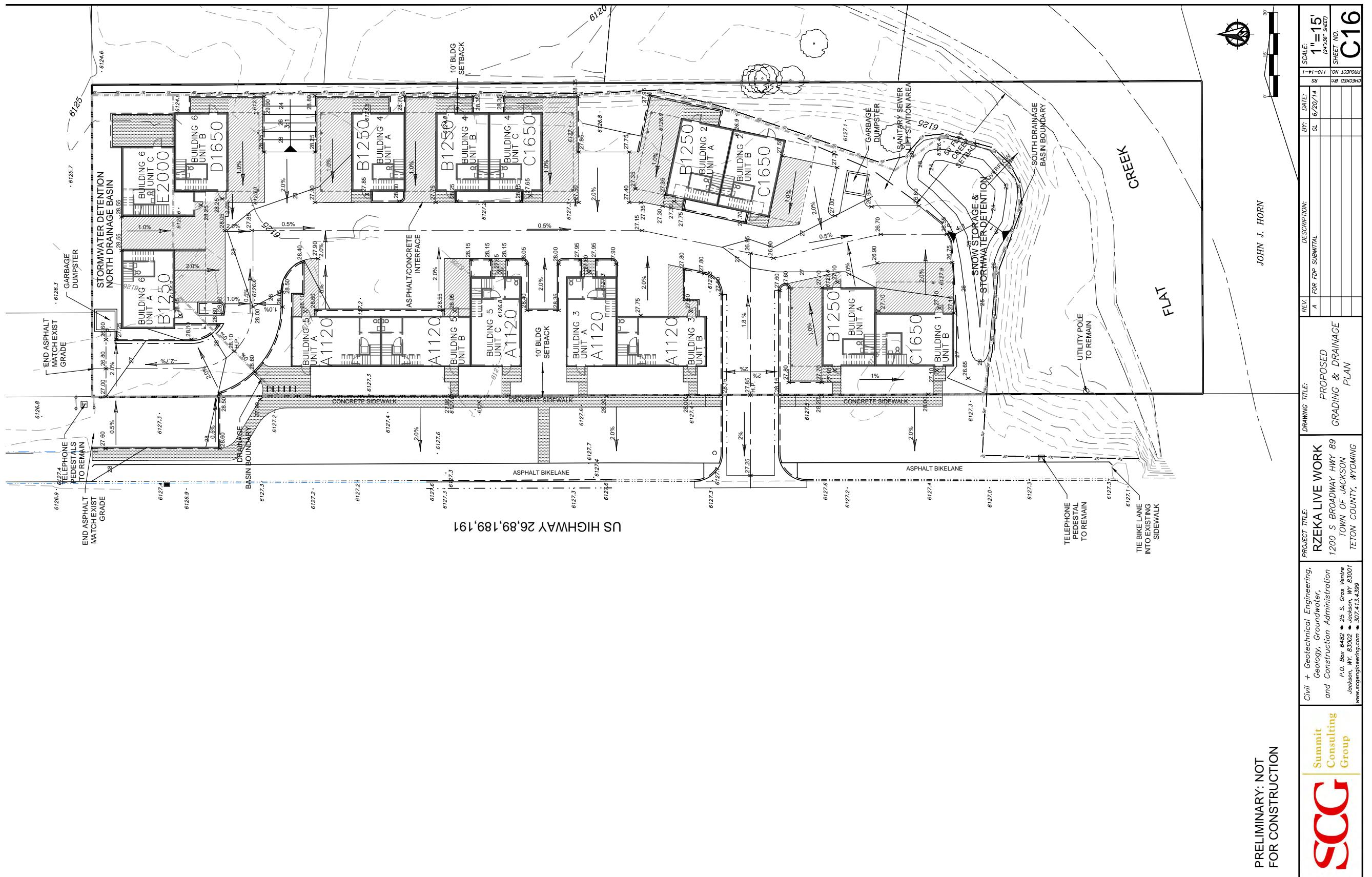
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PROJECT NO.	RZEKA LIVE WORK	PROJECT TITLE:	RZEKA LIVE WORK	REV:	DESCRIPTION:	By:
100-14-1	1200 S BROADWAY HWY 89	100-14-1	1200 S BROADWAY HWY 89	A	FOR FDP	GL
100-14-1	TOWN OF JACKSON	100-14-1	TOWN OF JACKSON			06/20/14
100-14-1	TETON COUNTY, WYOMING	100-14-1	TETON COUNTY, WYOMING			
100-14-1	Jackson, WY 83002	100-14-1	Jackson, WY 83002			
100-14-1	www.sengengineering.com	100-14-1	www.sengengineering.com			
100-14-1	307.413.4399	100-14-1	307.413.4399			
100-14-1	SCG	100-14-1	SCG			
100-14-1	Summit Consulting Group	100-14-1	Summit Consulting Group			
100-14-1	Civil + Geotechnical Engineering, Geology, Groundwater, and Construction Administration	100-14-1	Civil + Geotechnical Engineering, Geology, Groundwater, and Construction Administration			
100-14-1	P.O. Box 6462 • 25 S. Gros Ventre	100-14-1	P.O. Box 6462 • 25 S. Gros Ventre			
100-14-1	Jackson, WY 83001	100-14-1	Jackson, WY 83001			
100-14-1	www.sengengineering.com	100-14-1	www.sengengineering.com			
100-14-1	307.413.4399	100-14-1	307.413.4399			



1.0 INTRODUCTION

This stormwater drainage summary is for the Rzeka, LLC Live/Work Development which will consist of 15 multi-family residential townhouse units within a difference structures. The project is located on a 1-acre lot in the Town of Jackson in Teton County, Wyoming.

This stormwater analysis and subsequent design are for the proposed site improvements only, not the existing developments of the surrounding lots. This study is based on the pre-development and post-development storm flow conditions. The study accomplished the following objectives:

- Delinates the proposed drainage basins as defined on the proposed grading plan.
- Calculates the 2-year and 100-year storm event runoff for post-development conditions.
- Sizes the stormwater collection and detention facilities to detain 100% of the 2-year storm and discharging the 100-year storm event discharge at pre-development rates.

2.0 EXISTING CONDITIONS

The 1-acre site is within in the Town of Jackson Limits. The site ranges from 6118 to 6127.8-ft of elevation. In general, the site slopes gently east toward the property line and then drops steeply into Flat Creek. At the southern edge of the property, the ground surface also slopes into Flat Creek. The property is bordered on the west by South Highway 89 and with commercial development to the north.

At the time of this study there are four buildings on-site totaling approximately 3,700-sf or 8% of the ground surface. At the northern entrance to the property there is an asphalt and pavement driveway. The majority of the site is covered with compacted gravel with tall grasses and shrubs on the fringes of the property.

2.1 Drainage Facilities

There are no existing stormwater drainage or retention facilities; runoff sheet flows down into Flat Creek at the east and south sides of the property.

2.2 Soil Conditions

The site is primarily compacted gravel. The soil containing the tall grass and shrubs on the property boundary is characterized by hydrologic soil group C which has a fairly high runoff potential.

2.3 Adjacent Development

To the north of the property line there is a commercial building and pavement/gravel parking area. This area is not included in this study.

2.4 Waterways

The southern portion of the property adjacent to Flat Creek is a Zone AE FEMA Flood Zone, meaning there is a 1% annual chance of a flood event.

2.6 Wetlands

There are no delineated wetlands on the site.

3.0 DESIGN CRITERIA & METHODOLOGY

3.1 REGULATIONS

This study is based on the stormwater regulations set forth in Town of Jackson Land Development Regulations (LDRs), Division 4920 Stormwater Management Standards. The Standards lay out the basis for design stormwater management facilities such as runoff volumes, water velocities, detention facility sizing, and discharge rates.

The LDRs require that the peak stormwater runoff caused by new development may not exceed the peak pre-development stormwater runoff for the 0.5-year and 100-year design frequencies as defined by the Jackson Intensity-Duration-Frequency (IDF) Curves found in the Standards. The modified-rational method is used as the basis for the Water Quality Capture Volume (WQCV).

3.2 EXISTING STUDIES

The project site has not had a drainage analysis in the past, nor is it within an existing master plan study area.

3.3 RAINFALL DATA

The rainfall data used for this study is provided in the Town of Jackson LDRs in Table 4920.A (10-year storm event, 10% recurrence frequency). A theoretical 2-year storm event (50% recurrence frequency) is also used in this analysis; the IDF curve values are 20% of the reported 10-year storm intensities. The 2-year storm is used as the basis for the Water Quality Capture Volume (WQCV).

3.4 HYDROLOGY

The hydrologic modeling and runoff calculations were performed using the Modified Rational Method to obtain peak runoff flows using the above described rainfall data. The peak runoff values were obtained for two pre-development conditions. The first condition is based on the existing conditions to determine the upper limit for the allowable post-development peak runoff; the second condition is based on the site being covered in grass in order to obtain a goal for post-development runoff rates. Both pre-development models incorporate the entire site area. The post-development models are divided into two different basins based on the proposed grading plan.

3.5 HYDRAULICS

The hydraulic analysis of the runoff was performed using standard engineering equations and procedures. The primary proposed conveyance method is a reverse crown asphalt driveway. The velocity, flow rate, and street capacity along the driveway were determined using Manning's Equation and the proposed driveway plan. Street capacity was checked for the 100-year storm event to ensure that flooding would not occur.

4.0 PRE-DEVELOPMENT RUNOFF CONDITIONS

4.1 EXISTING CONDITIONS

The development site is largely impervious with little change in topography. In general, the stormwater runoff is conveyed via sheet flow to the top of the creek bank where it runs into Flat Creek.

4.1.1 Time of Concentration (T_c)

The time of concentration for the pre-development runoff conditions was taken to be 5-minutes.

4.1.2 Drainage Basin Runoff Coefficient

Table 4.1 shows a summary of the pre-development existing runoff conditions. The weighted average or "composite" runoff coefficient is 0.71.

Table 4.1 - Pre-Development Existing Runoff Coefficient Summary

MATERIAL	AREA (FT ²)	RUNOFF COEFFICIENT
Roof	3,700	0.90
Pavement	10,435	0.90
Gravel	20,000	0.85
Grass	10,000	0.15
Composite Runoff Coefficient		0.71

4.1.3 Computed Peak Flow

Based on 10-year and 100-year rainfall intensities, the maximum rate of runoff for the two design storms was calculated and is summarized in Table 4.2. The Rational Method was used to calculate these values.

Table 4.2 - Pre-Development Existing Conditions Peak Runoff Values

DESIGN STORM	INTENSITY (in/hr)	PEAK RUNOFF (cfs)
10-year	1.8	1.00
100-year	3.00	2.12

4.2 ALTERNATIVE PRE-DEVELOPMENT CONDITIONS

Since the existing site conditions provide very little infiltration and a high runoff rate, a secondary pre-development runoff calculation was performed assuming the whole site is covered in grass and provides adequate infiltration. This will then become the basis for the detention basin design.

4.2.1. Time of Concentration (T_c)

The time of concentration for the alternative pre-development runoff conditions was taken to be 5-minutes, which is the most conservative approach.

4.2.2. Drainage Basin Runoff Coefficient

The entire drainage basin was analyzed as being covered in grass with a runoff coefficient of 0.15.

4.2.3. Computed Peak Flow

Based on a 10-year and 100-year rainfall intensities, the maximum rate of runoff for the two design storms was calculated and is summarized in Table 4.3. The Rational Method was used to calculate these values.

5.0 POST-DEVELOPMENT RUNOFF ANALYSIS

Based on the proposed grading plan and existing topography, the site was divided into two different basins in order to perform a post-development runoff analysis.

5.1 BASIN 1

Basin 1 is located on the northern portion of the site. It is a fairly small basin that will drain to the northern north and flow through the green space into Flat Creek.

5.1.1. Time of Concentration (T_c)

The time of concentration for the post-development runoff conditions was taken to be 5-minutes.

5.1.2. Drainage Basin Runoff Coefficient

Table 5.1 shows a summary of the pre-development existing runoff conditions. The weighted average or "composite" runoff coefficient is 0.65.

Table 5.1 - Basin 1 Post-Development Runoff Coefficient Summary

MATERIAL	AREA (FT ²)	RUNOFF COEFFICIENT
Roof	1,600	0.90
Asphalt	1,050	0.90
Grass	1,350	0.15
Composite Runoff Coefficient		0.65

5.1.3. Computed Peak Flow

Based on a 10-year and 100-year rainfall intensities, the maximum rate of runoff for the two design storms was calculated and is summarized in Table 5.2. The Rational Method was used to calculate these values.

5.1.4. Post-Development Runoff Coefficient Summary

DESIGN STORM	INTENSITY (in/hr)	PEAK RUNOFF (cfs)
10-year	1.8	0.11
100-year	3.00	0.18

5.2 BASIN 2

Basin 2 encompasses the majority of the site. Stormwater will runoff south along the asphalt driveway and ultimately into a Detention pond before being discharged into Flat Creek.

5.2.1. Time of Concentration (T_c)

The time of concentration for the post-development runoff conditions was taken to be 5-minutes.

5.2.2. Drainage Basin Runoff Coefficient

Table 5.2 shows a summary of the pre-development existing runoff conditions. The weighted average or "composite" runoff coefficient is 0.66.

Table 5.2 - Basin 1 Post-Development Runoff Coefficient Summary

MATERIAL	AREA (FT ²)	RUNOFF COEFFICIENT
Roof	9,400	0.90
Asphalt	9,500	0.90
Grass	9,000	0.15
Composite Runoff Coefficient		0.66

5.2.3. Computed Peak Flow

Based on a 10-year and 100-year rainfall intensities, the maximum rate of runoff for the two design storms was calculated and is summarized in Table 5.4. The Rational Method was used to calculate these values.

5.2.4. Post-Development Runoff Coefficient Summary

DESIGN STORM	INTENSITY (in/hr)	PEAK RUNOFF (cfs)
2-year	1.8	0.76
100-year	3.00	1.26

6.0 STORAGE FACILITY DESIGN

Of the two basins used in the runoff analysis, only Basin 2 will have a detention facility. Basin 1 will drain into Flat Creek. Because the pre-development existing peak runoff is greater than the post-development peak runoff, there are two goals of the Basin 2 storage facility design.

The first goal is to capture 100% of the 2-year design storm. This volume of runoff is also known as the Water Quality Capture Volume (WQCV). The goal is capture the WQCV and allow for settling and treatment prior to entering Flat Creek, as this volume contains the majority of surface contaminants.

The second goal of the storage facility design is to reduce the peak runoff rate so that it discharges rate to the creek, less than or equal to the previously calculated alternative pre-development peak runoff rate. That is, to discharge stormwater at the same rate as if the entire project were covered in grass.

6.1 STREET CAPACITY CALCULATIONS

The street capacity analysis was performed at the end of the driveway flowpath. Based on the proposed 20-ft wide reverse crown driveway, with sides sloped at 2%, sloping downhill to the south at a 0.5% grade, the street capacity from curb flowline to curb flowline is 2.8 cfs. This is more than double the peak runoff for the 100-year design storm. Therefore, the street capacity is adequate.

6.2 DETENTION STORAGE & OUTLET DESIGN

Based on the site conditions and peak runoff values, an earth detention pond is sized to allow adequate infiltration for the smaller storms and the WQCV as well as reduce the runoff rate for the larger storms to the alternative pre-development peak runoff rate. A summary of the critical calculated values is shown in Table 6.1.

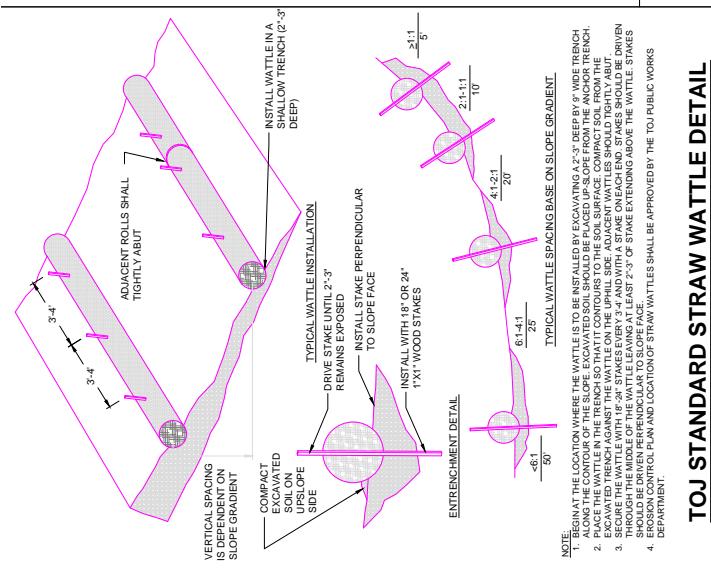
Table 6.1 - Summary of Detention Pond Storage Values

DESIGN STORM	REQUIRED STORAGE (cubic feet)
2-year (WQCV)	200
10-year	315
100-year	700

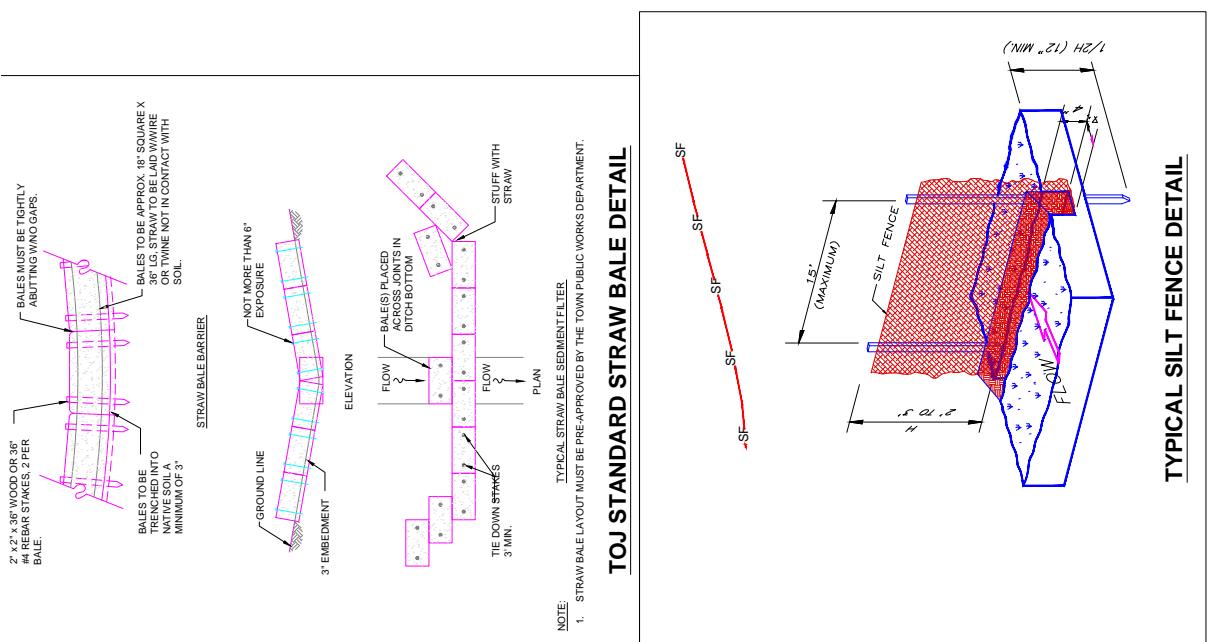
The outlet of the storage pond will consist of a grass swale that will convey the stormwater into Flat Creek. Appropriate measures will be taken so as to reduce erosion on the creek banks. The pond shall be constructed with a 0.5% slope toward the creek to convey excess water in the event of overtopping. The detention pond will have at least one foot of freeboard and 4:1 (H:V) sides.

7.0 CONCLUSIONS

The stormwater collection and conveyance systems within the



TOJ STANDARD STRAW WATTLE DETAIL



TOJ STANDARD STRAW BALE DETAIL

SCC

Summit Consulting Group

PROJECT TITLE:	CIVIL + Geotechnical, Groundwater, and Construction Administration		REV:	DATE:
	BY:	DESCRIPTION:		
RZEKA LIVE WORK	A	DRAWING CREATED		
1200 S BROADWAY HWY 89				
TOWN OF JACKSON				
TETON COUNTY, WYOMING				
P.O. Box 4462 • 25 S. Gros Ventre Jackson, WY 83001				
www.sccengineering.com • 307-733-4399				

PROJECT NO.	SHEET NO.		SCALE:
	110-14-1	5S	
CHECKED BY:			NOT SIGHTED
DATE:			06/09/14

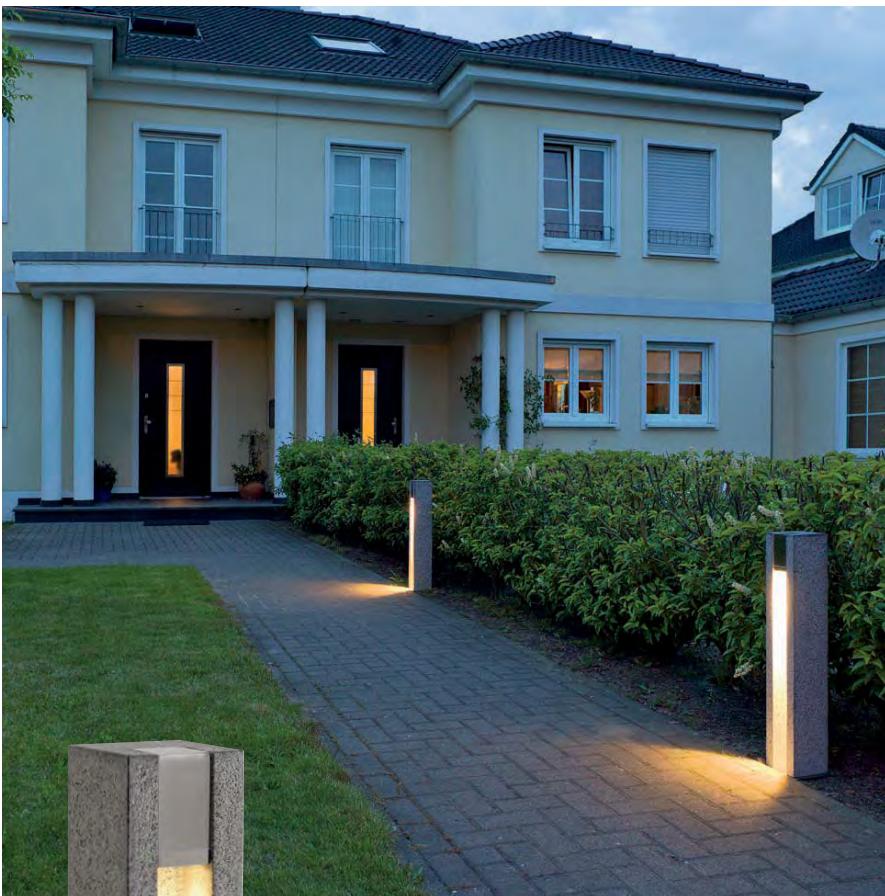
RZEKA LIVE/WORK
Rzeka Live Work Townhouse Addition to the Town of Jackson, Wyoming
1200 South Broadway Hwy 89, Town of Jackson, Teton County, Wyoming

Application for a Planned Unit Development: Final Development Plan

Attachment E
Landscape Plans

*Drawings in this bound copy are not shown to scale.
Please refer to full-size drawing set submitted as part of
the Final Development Plan Submittal for full-size drawings*

SLV[®]
363



ARROCK SLOT GU10



120VAC
NEW
S181
8W

Socket/Bulb:
GU10 (excl.)
6W max.

Versions:
salt & pepper
Art. No.:
4231440U

Material:
Granite/stainless steel 304

Note:
Granite is a natural product.
Each lamp is unique!

Optional lamp/bulb:
LED, 6W, PAR16, GU10,
25°, 3000K, 300lm, 82CRI,
793442U

Optional accessory:
Earth spike, steel galvanized
Product:W/D: 6.7/6.7/19.1 in.
Weight: 2.8 lb
231235U

SLV Lighting North America, Inc.

5731 Benjamin Center Drive • Tampa, FL 33634
Main Line: (813) 349-1900 • Fax Line: (813) 349-1907 • www.slvlighting.com

360
S181



RUSTY SLOT 50 LED/ 80 LED Design by CDC

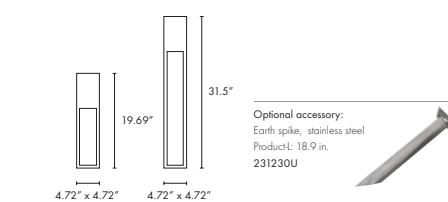
120VAC
S181
2256
4050
8W

Socket/Bulb:
LED, 10W, 720lm,
3000K, 83CRI, dimmable (incl.)

Versions:
iron rusted
Rusty Slot 50
Rusty Slot 80
Art. No.:
4751273U
4751283U

Material:
FeCssteel

Note:
Each lamp is unique!



SLV Lighting North America, Inc.

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RZEKA LIVE/WORK
Rzeka Live Work Townhouse Addition to the Town of Jackson, Wyoming
1200 South Broadway Hwy 89, Town of Jackson, Teton County, Wyoming

Application for a Planned Unit Development: Final Development Plan

Attachment F
Subsurface Soils and Geologic Investigation
Drawings in this bound copy are not shown to scale.

Womack & Associates, Inc.
Geotechnical Engineering and Geology
P.O. Box 12650. Jackson, WY 83002 307-733-7209

June 17, 2013

Greg Prugh
Prugh Real Estate
P.O. Box 3274
Jackson, WY 83001

**RE: PHASE 1 DEVELOPMENT DUE DILIGENCE REPORT FOR A PROPOSED
MIXED-USE DEVELOPMENT AT 1200 SOUTH BROADWAY, JACKSON,
WYOMING**

Dear Mr. Prugh:

Please find the attached Phase 1 Due Diligence Report for a proposed mixed-use development, located at 1200 South Broadway, in the Town of Jackson, Wyoming. The purpose of this Phase 1 work is to aid your client in making a decision to acquire a vested interest in the property and the proposed development project by providing some clarity regarding the subsurface conditions and level of potential soil contamination.

In summary, the field subsurface exploration identified that undocumented fill is present at the project site, with the thickest section (7-8 feet) occurring at the southern end of the property. The fill contains a minor debris constituent, including plastic, glass, metal, wire, and wood. The debris did not appear to consist of hazardous materials. Fill materials were placed over native silt, clay, gravel, and cobble flood-plain deposits related to Flat Creek.

Laboratory tests for diesel and gasoline range organics and heavy metals are pending, but there were no field observations to indicate that they were present. A Federal, State, and Local documents search did not indicate that the site has a history of hazardous use.

Womack & Associates, Inc.
Geotechnical Engineering and Geology
P.O. Box 12650. Jackson, WY 83002 307-733-7209

If you have any questions about this report, or if we may provide other services to you, please contact us. As the project progresses, we will be available to answer questions for you.

Respectfully submitted,

WOMACK & ASSOCIATES, INC.



Jason Rolfe, P.G.

Womack & Associates, Inc.
Geotechnical Engineering and Geology
P.O. Box 12650. Jackson, WY 83002 307-733-7209

**PHASE 1 DEVELOPMENT DUE DILIGENCE SERVICES REPORT FOR
A PROPOSED MIXED-USE DEVELOPMENT AT 1200 SOUTH
BROADWAY, JACKSON, WYOMING**

Prepared for:

**Greg Prugh
Prugh Real Estate
P.O. Box 3274
Jackson, WY 83001**

Prepared by:

**Womack & Associates, Inc.
P.O. Box 12650
Jackson, WY 83002**

June 17, 2013

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Womack & Associates, Inc.

Womack & Associates, Inc.
Geotechnical Engineering and Geology
P.O. Box 12650. Jackson, WY 83002 307-733-7209

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Womack & Associates, Inc.

LIST OF FIGURES

Figure 1: Test Pit Location Map.....2

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- Appendix B: Test Pit Logs
- Appendix C: EDR - Records Search Results Executive Summary
- Appendix D: EDR - Historic Air Photo Records
- Appendix E: EDR - Certified Sanborne Map Report

1.0 PROJECT DESCRIPTION

As authorized by Greg Prugh of Prugh Real Estate, Womack & Associates, Inc. (WAI) prepared a Phase 1 Due Diligence Report for a proposed mixed-use development, located at 1200 South Broadway in the Town of Jackson, Wyoming (Appendix A and Figure 1).

1.1 Site Description

The 1-acre property is bounded by South Broadway (Highway 89) to the west, Flat Creek to the east and south, and existing commercial development to the north. A masonry and stone supply company occupies the site with a couple of small buildings. Most of the site is used for stone/masonry product storage. The site will require removal of existing structures prior to future development.

1.2 Existing Buildings and Use

Existing buildings at the site consist of a storage barn, a residence/office building, and a single-story storage building. The southern and eastern portions of the lot have had a noticeable amount of fill added to create a level pad.

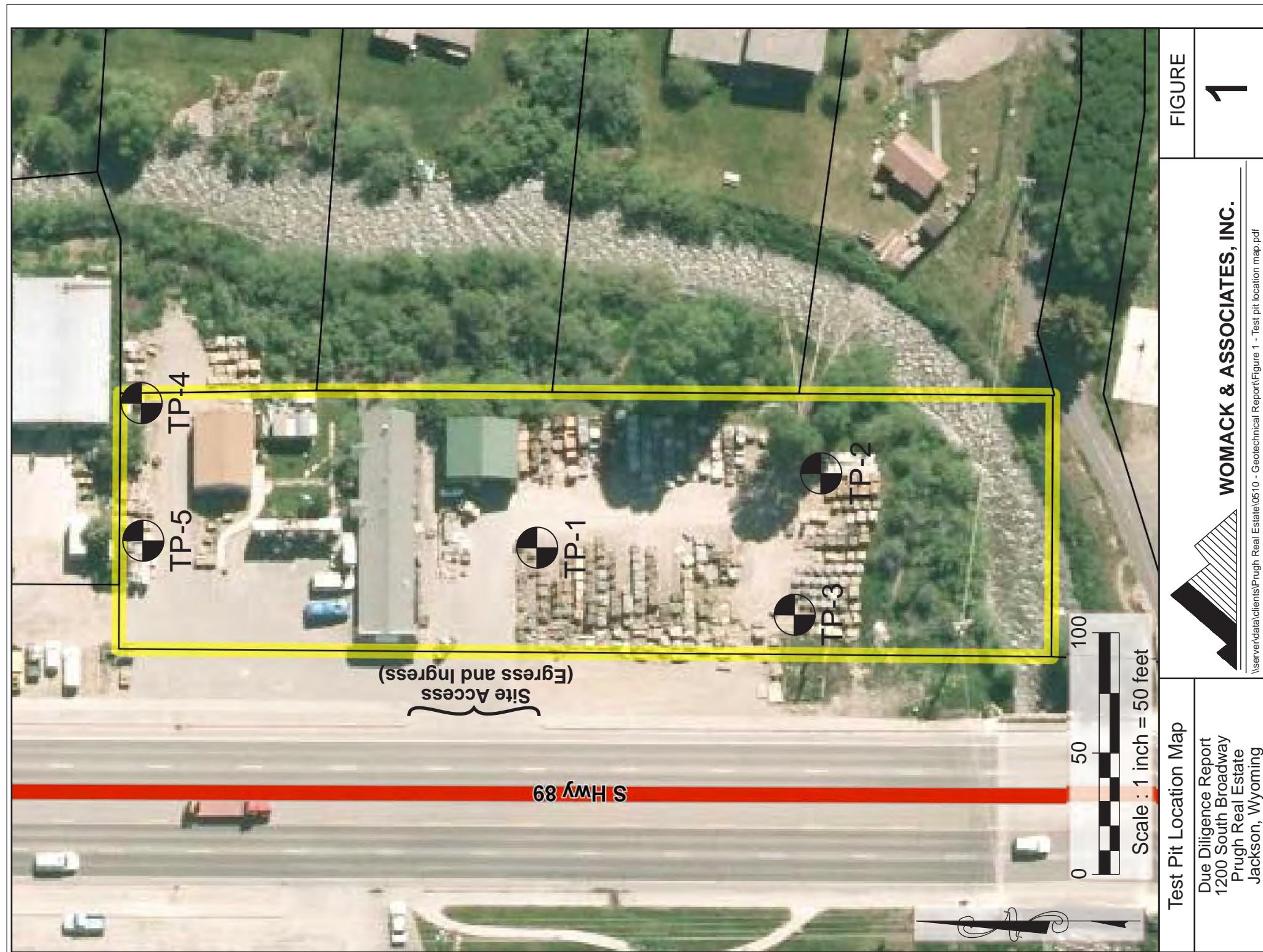
At the time of this report, Rocky Mountain Supply (RMS) is operating at the project site and the residence is occupied. RMS uses the site to sell and store masonry/stone products, which are not processed or cut at the site. According to the site manager and aerial photos, the site has been used in a similar capacity for almost 20 years.

A well within the residence provides water and the site is connected to the Town of Jackson sewer system. Power and phone connections come from overhead lines.

1.3 Historical Use

According to conversations with RMS employees, prior to being a stone supply yard the site was used to store propane tanks. The duration of use as a propane storage yard and specifics about the business were not known by those interviewed.

A review of the historic air photos on the Teton County Geographic Information Systems website shows that the site was first developed sometime between 1945 and 1967. The Property Detail associated with the website indicates that the residence at the site was constructed in 1950 and the single-story storage building was added in 1959. These descriptions match the air photo data. Additionally, it appears that the site began use as a



construction supply yard sometime between 1994 and 1999, which also matches the conversations held with the RMS employees.

Historic aerial photography has been compiled by EDR and is included in Appendix D of this report.

1.4 Proposed Development

At time of this report, the development project consists of two buildings with a combined footprint of 9,555 square feet and a parking lot consisting of 32 parking spaces (Appendix A). The new buildings are assumed to be no more than 2-stories and built on standard crawl-space type construction.

2.0 INITIAL DUE DILIGENCE

2.1 Report Preparation

This report presents the site conditions and a summary of Federal, State, and Local databases searched for environmental risks or hazards that may affect the site.

2.2 Document Research and Records Search

Numerous Federal, State, and Local databases were searched for environmental records by Environmental Data Resources, Inc. (EDR), attached in Appendix C. Databases were also searched for listings pertaining to surrounding properties within a two-mile radius of the project site.

The property is shown on the EDR Radius map (Appendix C) but the site itself is not listed as a known polluter. There are several sites listed within a 1/8-mile radius, but none are listed as unresolved contaminated sites or as known polluters.

A Certified Sanborne Map Report is included in Appendix E; the project site is not included in the database.

2.3 Interviews

An interview was conducted with Challis Hansen, Manager of the existing business, for personal accounts regarding the use and history of the project site. Wells Fargo appears to be in possession of this property due to a foreclosure and the previous owner was not able to be contacted.

2.4 Wyoming Department of Transportation (WYDOT) Access Permit

This office contacted Ed Smith with WYDOT's Jackson office for information regarding ingress and egress from Broadway/Highway 89 to the project site. Currently, there is only one entrance (curb-cut) along Highway 89 in front of the project site (Figure 1). Construction of a second entrance to allow for through traffic will require an Encroachment Permit to be filed and approved by WYDOT.

Improvements along the WYDOT right-of-way (ROW), such as grass, bushes, shrubs, sprinklers, and other landscaping will require a Landscape Agreement to be filed and approved. Trees are not allowed within the WYDOT ROW and are not acceptable under the Landscape Agreement.

2.5 Flood Zones

The project site is bordered by Flat Creek to the east and south and has an average elevation of more than 10 feet higher than the creek. The FEMA Flood Insurance Rate Maps indicate that the site is in Zone X, which are areas outside of the 100-year flood zones (FEMA, 2010). Flat Creek has experienced flooding, but it typically occurs during the winter when ice dams block the creek. The site is expected to be too high to be inundated with floods associated with ice dams.

3.0 SITE EXPLORATION

3.1 Field Investigation

Womack & Associates conducted a visual inspection and subsurface exploration of the site on June 12, 2013, to identify any obvious environmental risks on or near the property, in accordance with ASTM E 1527-05. Five test pits were excavated to depths ranging from 9.25 to 10.0 feet and were observed for any odor or other obvious signs of contamination (Figure 1). No indications of contamination were observed, but samples were collected and sent to Energy Laboratories in Casper, Wyoming for precautionary testing. Test pit locations are shown on Figure 1 and descriptive logs of the test pits can be found in Appendix B. The test pits were excavated using a rubber-tired backhoe and were backfilled and bucket-tamped after the exploration and sampling was complete.

3.2 Soils

Five test pits were excavated to depths ranging from 9.25 to 10.0 feet below the ground surface. The locations of the test pits are noted on Figure 1. In general, the site is overlain by 2.75 to 3.5 feet of fill on the north side of the property, nearly 6 feet in the center, and 7.0 to 8.0 feet on the south side of the property. Fill is expected to be thickest on the east and south side of the property, closest to Flat Creek. The fill varied in soil type, but was primarily gravelly silt over sandy gravel and cobbles. The fill contained minor amounts of debris, including wire, metal, wood, plastic, and glass, most of which appeared to be several decades old. Due to years of fork lift, truck, and construction traffic, the fill was very stiff/very dense and had pocket penetrometer readings of 2 tons per square foot (TSF) to over 4.5 TSF.

Beneath the fill, flood-plain deposits consisting of clayey silt were observed on the south side of the site and the silt overlies sandy gravel and cobble alluvium on the north side. The silt is black, stiff, dry, plastic, and has pocket penetrometer readings between 1.75 to 3.25 TSF. The sandy gravel and cobble alluvium is dense to very dense, brown, and has a gravel and cobble content of over 65%. Detailed test pit logs are included in Appendix B of this report.

3.3 Laboratory Testing

Laboratory sampling and testing is not considered part of a standard Phase 1 assessment and is typically carried out as part of a Phase 2 assessment. Two samples were sent to Energy Laboratories for analysis as a precautionary step, even though the site did not have a history of contaminants, nor did the site soils indicate the presence of contaminants. Two samples were sent in for diesel range and gasoline range organics and for heavy metal contents. The samples were collected from test pit TP-1 at 2' and 3.5' in depth and were stored and shipped on ice to the testing facility in Casper, Wyoming. Laboratory test results were not available for this report, but the field work does not suggest that contaminated site soils were present.

We are holding bulk samples from the site for geotechnical lab testing, should it be needed during a Phase 2 Scope of Services.

3.4 Groundwater

At the time of our investigation, groundwater was not observed in any of the five test pits, which were excavated to depths ranging from 9.25 to 10.0 feet below the ground surface. Due to the lack of observed groundwater during what is typically the seasonal high for

subsurface water elevations, stand pipes were not installed in the test pits. Groundwater is expected to fluctuate in response to seasonal runoff and local irrigation influences, but it is not expected to intercept proposed crawlspace or footing elevations.

3.5 Geology

The property is found on the Geologic Map of the Jackson Quadrangle (Love and Albee, 1972). The map shows the location of surface deposits, bedrock units, and geologic structures (i.e., faults and folds). According to the map, the project site is underlain by Quaternary flood-plain deposits (Qfp) which typically consist of sand, silt, clay, and minor lenses of gravel. Bedrock was not encountered in the test pits and is expected to be deep. Soil types observed in the test pits excavated at the site are consistent with the mapped geology.

4.0 PHASE 1 ENVIRONMENTAL SITE ASSESSMENT

4.1 Report Preparation

This report is consistent with the procedures of ASTM E1527-05, Standard Practice for Environmental Assessments: Phase 1 Environmental Assessment Process.

4.2 Site Summary

As previously noted, the site contains a residence and a stone/masonry supply store. According to site personnel, the lot has been used for rock supply for almost twenty years; air photos of the site also indicate this information. No known contaminants exist at the site or are reported to have been used at the site. No hazardous liquids or on-site chemicals were observed at the site.

Site reconnaissance, test pit excavation, and soil sampling was performed on June 12, 2013, by a representative of WAI. No visible contamination was observed at the ground surface or in the five excavated test pits.

4.3 Known Contaminants

According to EDR and the current Rocky Mountain Supply Manager, there are no known contaminants at the site and the history of the site does not suggest that they have been used in the past. No evidence for contaminants was observed during the site reconnaissance or subsurface investigation.

4.4 Federal, State, and Local Records

A list of “reasonably ascertainable” government records was searched by EDR and is included in Appendix C of this report. The site is not listed in any of the environmental records searched by EDR and is not immediately adjacent to any known polluters.

4.5 Laboratory Testing

Soil samples were collected and sent to Energy Laboratories, Inc. in Casper, Wyoming for diesel and gasoline range organic content and heavy metal content. The results of the testing are pending and will be released to the client as soon as they are received.

4.6 Septic System Discharge

The building is on the Town of Jackson sewer system and flows to the north. The Town sewer line terminates within the property boundary but the terminal manhole was not observed.

4.7 Sumps and Clarifiers

No evidence was observed.

4.8 Storage Tanks

No record or evidence was noted or observed. The site is not included in any of the local, state, or federal databases for above or underground storage tanks (Appendix C).

4.9 Environmental Liens

The EDR search did not reveal any environmental liens associated with the site (Appendix C).

5.0 CONCLUSIONS

5.1 General Notes and Proposed Phase 2 Scope of Services

The extent and quality of the undocumented fill cannot be fully ascertained until the site has been cleared and the bottom of footing depths have been reached. Based on our limited amount of data, it is likely that the fine-grained soils occurring at the bottom of footing depths in test pits TP-1, TP-4, and TP-5 will need to be over-excavated and

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replaced with engineered fill. If the bottom of footing elevation is placed near the regulated frost burial depth, then approximately 2-4 feet of fine-grained soils will need to be removed along the northern portion of the site. The fill appears to be dense/stiff in most places and, even though it contains a certain amount of debris, it does not all need to be over-excavated and replaced. The final size and weight of the building will determine the necessary excavation and engineered fill requirements.

It is unlikely that complete removal of the undocumented fill would be required to construct new buildings at the site. As previously noted, several feet of material would likely have to be removed from the northern side of the lot.

Deep foundations (such as helical piers) are not likely to be needed for this project, based on the preliminary project specifications.

A Phase 2 Scope of Services at the project site would involve a detailed geotechnical report that addresses the site soils and provides specific recommendations for fill excavation and replacement with suitable soils. It may also include additional geotechnical testing on the soils that were sampled during the Site Exploration portion of the Phase 1 work. A geotechnical report will provide bearing capacities, lateral pressures, seismic design criteria, earthwork specifications, and recommendations for shallow foundations, among other design items.

5.2 Settlement in the Flood-plain Deposits

The site has not been evaluated for settlement within the fine-grained flood-plain soils, but the overburden pressure from the added fill should have caused any settlement to already occur.

5.3 Undocumented Fill

Debris was noted in the undocumented fill, but it did not appear to be hazardous or unstable from a soil collapse potential. The fill was very stiff/ dense to very dense and is likely capable of supporting a mixed-use structure.

Trash and debris was not noted to be extensive in the test pits, but an open excavation may discover other, laterally continuous deposits. The site should be assessed as it is cleared and during demolition of the existing structures.

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6.0 LIMITATIONS

The conclusions and recommendations presented in this report assume that site conditions are not substantially different than expected and that the database records include up-to-date information. If conditions are different, WAI should be advised so that we can review those conditions and reconsider our recommendations where necessary. This office is not responsible for any unrecorded or hidden environmental hazards.

This report is not intended to be a complete geotechnical evaluation or Phase 2 environmental evaluation of the site, although it contains elements of both. The intent and scope of this report is to provide an initial site assessment for future project development at the site.

Laboratory results are pending at the time of this report and will be issued as a separate report item. Inventories and classifications of the site soils are based on visual classification only.

Due to the time given for this site assessment, we were not able to make contact with all of the owners and operators of the site. Our research does not indicate that hazardous or environmentally dangerous activities have occurred at the site, even though the entire history is not known.

These services have been performed in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in this area under similar conditions. No warranty is made or implied.

7.0 REFERENCES

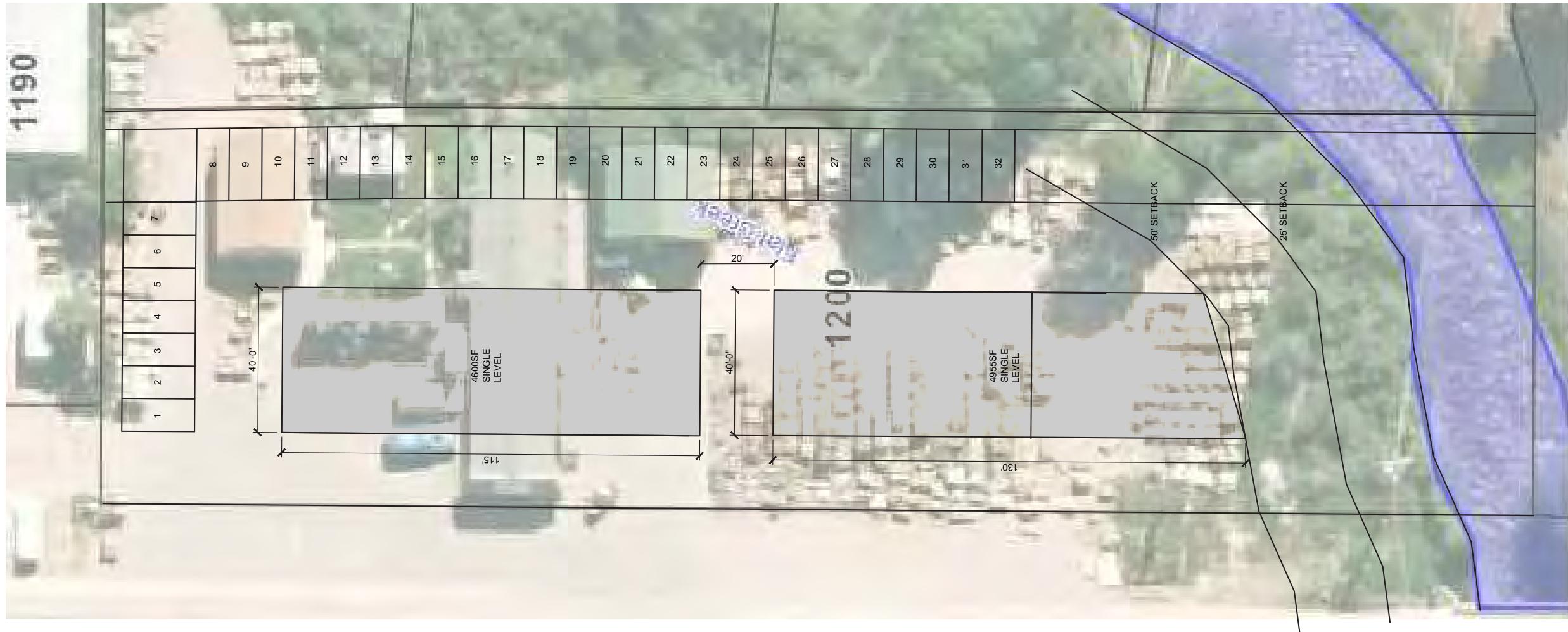
ASTM, 2005, ASTM E1527-05, Standard Practice for Environmental Assessments: Phase 1 Environmental Assessment Process, 35 pages.

Federal Emergency Management Agency, 2010, Flood Insurance Rate Map, Map Number 56039C2308D, Panel 2908 of 2938, 1"=500'.

Love, J.D., Albee, H.F., 1972, Geologic Map of the Jackson Quadrangle, Teton County, Wyoming, U.S.G.S, Map I-769-A, 1:24000.

APPENDIX A

PRELIMINARY PROJECT DRAWINGS AND NOTES



PRELIMINARY DESIGN

1300 S HWY 90

Drawn By _____ EL
Checked By _____ BH
Date _____ 6.4.2013
CTA # _____ 1200 S HWY 89
Cad File: _____

The logo for CTA (Central Technical Association) is displayed. It consists of the letters 'CTA' in a bold, white, sans-serif font. The letters are partially cut off by a black rectangular box that also contains the text 'BILLINGS, MT' and a phone number. A registered trademark symbol (®) is located at the bottom right of the 'A'.

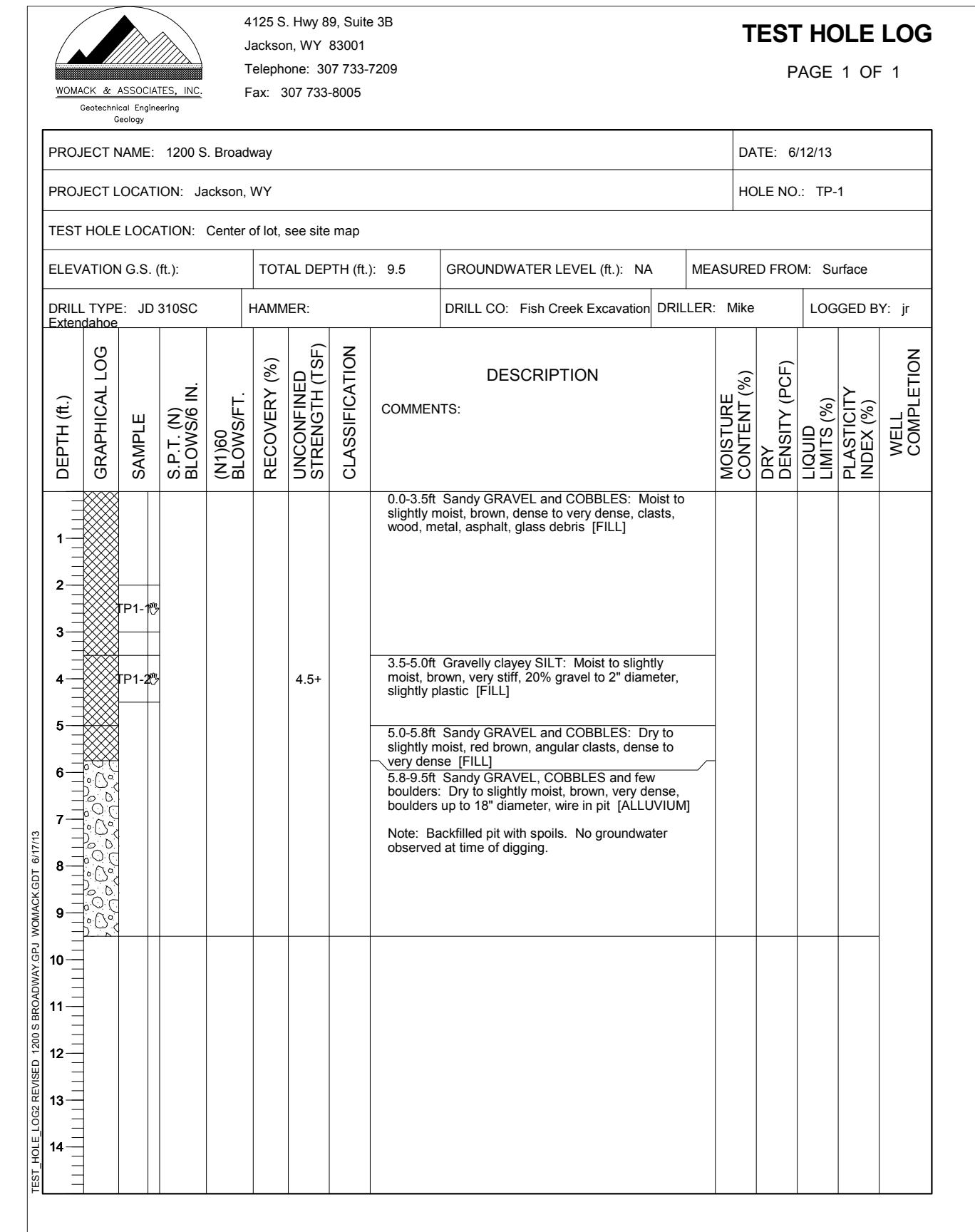
AD1000

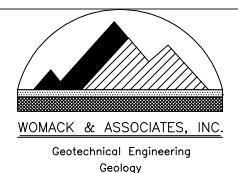
HEET#
A101

Womack & Associates, Inc.
Geotechnical Engineering and Geology
P.O. Box 12650. Jackson, WY 83002 307-733-7209

APPENDIX B
TEST PIT LOGS

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 Investigation Report\1200 South Broadway - Prugh - Final Report v2.docx
 Womack & Associates, Inc.





4125 S. Hwy 89, Suite 3B
Jackson, WY 83001
Telephone: 307 733-7209
Fax: 307 733-8005

TEST HOLE LOG

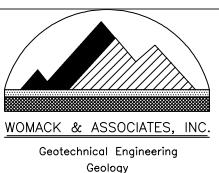
PAGE 1 OF 1

PROJECT NAME: 1200 S. Broadway						DATE: 6/12/13							
PROJECT LOCATION: Jackson, WY						HOLE NO.: TP-2							
TEST HOLE LOCATION: Southeast corner of lot, see site map													
ELEVATION G.S. (ft.):		TOTAL DEPTH (ft.): 9.75		GROUNDWATER LEVEL (ft.): NA		MEASURED FROM: Surface							
DRILL TYPE: JD 310SC Extendahoe		HAMMER:		DRILL CO: Fish Creek Excavation	DRILLER: Mike	LOGGED BY: jr							
DEPTH (ft.)	GRAPHICAL LOG	SAMPLE	S.P.T. (N) (N1)60 BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION COMMENTS:	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
1	TP2-1%					4.5+		0.0-2.0ft SILT with GRAVEL: Dry to slightly moist, medium brown, stiff, roots and debris [FILL]					
2								2.0-7.0ft Sandy GRAVEL, COBBLES: Dry, tan to light whitish brown, dense, ~30% cobbles up to 6" diameter, ~30% gravel, 30% sand, 10% silt [FILL]					
3								7.0-9.8ft Clayey SILT: Dry, black, slightly to moderately plastic, stiff, roots [FLOODPLAIN DEPOSITS]					
4								Note: Backfilled with spoils. No groundwater observed at time of digging.					
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													

TEST HOLE LOG2 REVISED 1200 S BROADWAY GPU WOMACK GDT 6/17/13

PROJECT NAME: 1200 S. Broadway						DATE: 6/12/13							
PROJECT LOCATION: Jackson, WY						HOLE NO.: TP-3							
TEST HOLE LOCATION: Southwest corner of lot, see site map													
ELEVATION G.S. (ft.):		TOTAL DEPTH (ft.): 10		GROUNDWATER LEVEL (ft.): NA		MEASURED FROM: Surface							
DRILL TYPE: JD 310SC Extendahoe		HAMMER:		DRILL CO: Fish Creek Excavation	DRILLER: Mike	LOGGED BY: jr							
DEPTH (ft.)	GRAPHICAL LOG	SAMPLE	S.P.T. (N) (N1)60 BLOWS/6 IN.	(N1)60 BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION COMMENTS:	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION
1								0.0-2.8ft Gravelly cobble clayey SILT: Moist to slightly moist, brown, very stiff, stone content varies from 20% to 60%, plastic and metal debris [FILL]					
2								2.8-6.5ft Clayey sandy GRAVEL, COBBLES: Moist, light brown, dense, matrix is plastic, clasts up to 8" diameter, 25% gravel, 15% clay, 20% sand, 30% cobbles [FILL]					
3								6.5-8.0ft Gravelly cobble SILT and SAND with clay: Moist, dense/stiff, stone content 35% [FILL]					
4								8.0-10.0ft Clayey SILT: Dry, black, slightly to moderately plastic, stiff, roots [FLOODPLAIN DEPOSITS]					
5								Note: Backfilled with spoils. No groundwater observed at time of digging.					
6													
7													
8													
9													
10													
11													
12													
13													
14													

TEST HOLE LOG2 REVISED 1200 S BROADWAY GPU WOMACK GDT 6/17/13



4125 S. Hwy 89, Suite 3B
Jackson, WY 83001
Telephone: 307 733-7209
Fax: 307 733-8005

TEST HOLE LOG

PAGE 1 OF 1

PROJECT NAME: 1200 S. Broadway				DATE: 6/12/13										
PROJECT LOCATION: Jackson, WY				HOLE NO.: TP-4										
TEST HOLE LOCATION: Northeast corner of lot, see site map														
ELEVATION G.S. (ft.):		TOTAL DEPTH (ft.): 9.25		GROUNDWATER LEVEL (ft.): NA	MEASURED FROM: Surface									
DRILL TYPE: JD 310SC Extendahoe		HAMMER:	DRILL CO: Fish Creek Excavation	DRILLER: Mike	LOGGED BY: jr									
DEPTH (ft.)	GRAPHICAL LOG	SAMPLE	S.P.T. (N) (N1)60 BLOWS/6 IN. BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION	COMMENTS:	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION	
1														
2														
3														
4														
5		TP4-10												
6														
7														
8														
9														
10														
11														
12														
13														
14														

TEST HOLE LOG2 REVISED 1200 S BROADWAY GPU WOMACK GDT 6/17/13

PROJECT NAME: 1200 S. Broadway				DATE: 6/12/13										
PROJECT LOCATION: Jackson, WY				HOLE NO.: TP-5										
TEST HOLE LOCATION: North center of lot, see site map														
ELEVATION G.S. (ft.):		TOTAL DEPTH (ft.): 9.75		GROUNDWATER LEVEL (ft.): NA	MEASURED FROM: Surface									
DRILL TYPE: JD 310SC Extendahoe		HAMMER:	DRILL CO: Fish Creek Excavation	DRILLER: Mike	LOGGED BY: jr									
DEPTH (ft.)	GRAPHICAL LOG	SAMPLE	S.P.T. (N) (N1)60 BLOWS/6 IN. BLOWS/FT.	RECOVERY (%)	UNCONFINED STRENGTH (TSF)	CLASSIFICATION	DESCRIPTION	COMMENTS:	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	LIQUID LIMITS (%)	PLASTICITY INDEX (%)	WELL COMPLETION	
1														
2														
3														
4														
5		TP5-10												
6														
7														
8														
9														
10														
11														
12														
13														
14														

TEST HOLE LOG2 REVISED 1200 S BROADWAY GPU WOMACK GDT 6/17/13

RZEKA LIVE/WORK
Rzeka Live Work Townhouse Addition to the Town of Jackson, Wyoming
1200 South Broadway Hwy 89, Town of Jackson, Teton County, Wyoming

Application for a Planned Unit Development: Final Development Plan

Attachment G
Draft Covenant & Restrictions

JUNE 18, 2014
DRAFT FOR FINAL DEVELOPMENT PLAN
SUBMISSION

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**
for
**THE RZEKA LIVE WORK TOWNHOME
ADDITION TO THE TOWN OF JACKSON,
WYOMING**

Upon recording, please return to:

Hawks & Associates, LC
P.O. Box 4430
199 East Pearl Ave., Suite 102
Jackson, WY 83001

**Declaration of Covenants, Conditions, and Restrictions
For
The RZEKA Live Work Townhome Addition to the Town of Jackson,
Wyoming**

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this _____ day of June 2014, by RZEKA, LLC, a Wyoming limited liability company (the "Declarant").

PART ONE: INTRODUCTION TO THE COMMUNITY

RZEKA, LLC, as the developer of The RZEKA Live Work Townhome 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 master planned residential townhome live-work 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 live-work townhome community known as The RZEKA Live Work Townhome 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 The RZEKA Live Work Townhome Addition to the Town of Jackson, Wyoming. An integral part of the development plan is the creation of The RZEKA Live Work Townhome Addition to the Town of Jackson, Wyoming Homeowners' Association, an association comprised of all owners of Units in The RZEKA Live Work Townhome Addition to the Town of Jackson, Wyoming, to own, operate and/or maintain various common areas and community improvements 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 Units, 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 The RZEKA Live Work Townhome 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

The RZEKA Live Work Townhome Addition to the Town of Jackson, Wyoming,
Declaration of Covenants, Conditions and Restrictions

2

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 family members, tenants, guests and invitees.

If any provisions of this Declaration is 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 RZEKA Live Work Homeowners' Association", a Wyoming non-profit corporation, its successors or assigns.

2.2 "Base Assessment". Assessments levied on all Units 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 "Common Area". All real and personal property located within Lot 16 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.

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

2.6 "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, the Master Rules and Regulations, and in Board resolutions.

2.7 "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 the present and future owners of the real property subject 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.

2.8 "Declarant". The RZEKA, LLC, a Wyoming limited liability company or: (i) 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.

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

2.10 "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) the fifteen (15) Lots consisting of six building pads for construction of Units designated thereon, as shown on the Final Plat.

2.11 "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.

2.12 "Lot". A portion of the Properties designated on the Final Plat as a "Lot".

2.13 "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.

2.14 "Master Rules and Regulations". The Master Rules and Regulations are the Rules and Regulations adopted by the Board pursuant to Section 3.2 hereof.

2.15 "Member". A Person subject to membership in the Association pursuant to Section 6.2.

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

2.17 "Owner". One or more Persons who owns a Unit and a Lot. The definition of "Owner" specifically excludes any party holding an interest merely as security for the performance of an obligation.

2.18 "Person". A natural person, a corporation, a partnership, a trustee, or any other legal entity.

2.19 "Properties". The real property described on **Exhibit "A"**. The Properties shall consist of one Common Area Lot and three townhome building pads as designated on the Final Plat.

2.20 "Public Records". The Official Records of the County Recorder of Teton County, Wyoming.

2.21 "Special Assessment". Assessments levied in accordance with Section 8.3.

2.22 "Specific Assessment". Assessments levied in accordance with Section 8.4.

2.23 "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.

2.24 "Townhouse" or "Unit". The building improvements affixed to and situated upon a Lot within the subdivision together which shall be owned in fee by an Owner. Each Unit's vertical perimeter boundary on the party wall located between two Units extends to the middle of the party wall. The foundation and basement of each unit are included within the parameters of the Unit and are part of the ownership of the Unit. The definition of "Unit" expressly excludes any pipe, flue, duct, wire, or conduit running through a Unit for the purpose of furnishing utility and similar services to other Units.

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 which 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 The RZEKA Live Work Townhome 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 fifty-eight percent (58%) 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 Unit, acknowledges and agrees that the use and enjoyment and marketability of his or her Unit can be affected by this Declaration and that the Master Rules and Regulations may change from time to time. All purchasers of Units 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 The RZEKA Live Work Townhome 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 inside structures on their Unit(s) 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) **Household Compositions.** Units are for live/work commercial and single-family, owner-occupied use and may be occupied by individuals related by birth, adoption or marriage on the basis of not more than two persons per bedroom in each Unit. An unrelated adult individual(s) over the age of eighteen years may occupy a Unit as a guest for a period of less than thirty days. Any individual may not be a guest in a Unit for more than thirty days in any one calendar year. It is the express intent of this provision to prohibit the renting of all or a portion of a Unit, whether or not for consideration, to an adult individual who does not own an interest in said Unit as evidenced by a document recorded against the title to the Unit in the Public Records, except as provided in Section 3.5(g).

(d) **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 live/work commercial and residential 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. Home daycare operations are specifically prohibited in any Unit.

(e) **Insurance Rates.** Nothing shall be done or kept on the Property which would increase the rate of insurance or cause the cancellation of insurance on any 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 the 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 Units, including porches, driveways, walkways, patios and yards, shall be kept in a neat and orderly fashion at all times. No exterior visible to another Unit 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 a fenced garbage area located within the Common Area as designated on the Final Plat. 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. Except as specifically permitted below or by the Master Rules and Regulations, 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.

Notwithstanding the foregoing, each Unit shall be entitled to a maximum of no more than a total of two Household Pets, of which no more than one (1) may be a dog. The term Household Pet(s) means generally recognized Household Pets such as dogs, cats, fish, birds, rodents, and non-poisonous reptiles. Pets may not be kept for any commercial purpose, may not be kept in unreasonable numbers, may not cause an unreasonable amount of noise or odor, and may not otherwise become a nuisance to other Unit Owners. All Owners or Occupants with household pets shall keep the animals restrained and controlled at all times so they do not cause a nuisance to others and do not harass or endanger others. "Nuisance" means any noisy animal, any vicious animal, or any animal which chews, tears, digs in or scratches, litters or soils, destroys, or in any other manner injures clothing, garbage containers, gardens, flower beds, lawns, trees, shrubbery, or any other property within the Properties. Excessive, continued, or untimely barking, molesting passersby, chasing vehicles, habitually attacking other animals, trespassing upon private property in such a manner as to damage property shall also be deemed a Nuisance. "Noisy Animal" means any animal which habitually, constantly, or frequently disturbs the sleep, peace, or quiet of any person. The Board or its designee shall have the right to enter the property and remove any Noisy Animal and any such action shall not be deemed a trespass. If the Board removes a Noisy Animal, the Noisy Animal shall be kennelled and the cost therefore shall be levied against the offending Owner as a Specific Assessment.

No owner or keeper of any animal who is visiting or working on the Properties shall be permitted to allow such animals to run free. Also, no pet or animal shall be restrained by leash, cord, chain, rope, or other attachment fixed to any vehicle, post, tree, or other structure or object within the Properties thereby allowing such animal to become a nuisance or interfere with pedestrian or vehicular traffic in and around any public area within the Properties. Contractors, sub-contractors and any other person providing services to a Unit may not bring dogs onto the Properties.

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

The Owner of a Unit where a Household Pet is kept, as well as the legal owner of the Household Pet (if not such Owner), shall be jointly and severally liable for any and all damage and

destruction caused by the Household Pet, and for any clean-up of driveways, walkways, Common Area or other Units necessitated by such Household Pet.

The Board shall have, and is hereby given, the right and authority to determine in its sole discretion that Household Pets are being kept for commercial purposes, or are otherwise a nuisance to other Unit Owners or occupants, or that a Unit Owner is otherwise in violation of this Section, and to take such action or actions as it deems reasonably necessary to remedy the violation. Without limiting the generality of the foregoing, the Association may require the owner or custodian of a dog that barks or howls excessively, or of a Household Pet with other offensive habits, to confine such animal indoors. Further, the Association may require an Owner, as its own expense, to remove the Household Pet determined by the Association to be a Nuisance and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the Unit and remove the Household Pet determined to be a Nuisance and any such action shall not be deemed a trespass.

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.

(b) No boats, rafts, kayaks, trailers, buses, motor homes, campers (on or off supporting vehicles), 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 driveways within the Properties, and no vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt on any driveway. This restriction shall not prevent the non-commercial washing and polishing of vehicles and boats, 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. Owners may not park their vehicles in spaces designated for guest parking.

(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 Owners or occupants on their Unit driveways 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 driveway on which the vehicle is located and to enter upon an Owner's Unit for such purpose, 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 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.
- (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 not associated with a wildlife or fisheries habitat improvement project, 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 Open Area, including bona fide agricultural purposes, 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.

ARTICLE IV - ARCHITECTURE AND LANDSCAPING

4.1 General. No structure shall be placed, erected, or installed upon any Lot and, 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 Unit, patios, and similar portions of a Unit visible from the exterior and any other modification that would change or alter the physical structure of a Unit shall be subject to ARC and Declarant's approval. 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 shall be approved 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 Architectural Review Committee ("ARC") and all replacements until the third anniversary of this Declaration or the sale of seventy-five percent (75%) of the Units to Owners not affiliated with the Declarant, whichever shall come first. 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 years 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. 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 to 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 Unit 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 Unit, 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 Unit and an opportunity to be heard in accordance with the By-Laws, to enter upon the Unit and remove or complete any incomplete Work and to assess all costs incurred against the Unit 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 the following requirements:

(a) **Provisions in Addition to Town of Jackson Land Use Regulations.** Conformity with any and 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.

(b) **Use Restrictions.** Use of the main floor of each Unit is specifically restricted to commercial use as prescribed by the Town of Jackson Land Development Regulations and the second level of each Unit is specifically restricted to Accessory Residential to be used as Employee Housing / Live-work occupancy with no more than 233 s.q.f. of each such floor designated as live-work office space.

ARTICLE V – MAINTENANCE AND REPAIR

5.1 Maintenance of Units. The Association shall maintain the exterior of all Units and any and all landscaping situated within the community within in a manner consistent with the Governing Documents, the Community-Wide Standard and all applicable covenants. Landscaping originally provided by the Declarant, pursuant to the approved Final Development Permit for the Properties, shall be maintained by the Owner, and as determined necessary by the Board, replaced by such Owner.

5.2 Maintenance of Foundations. Each Owner is solely responsible for the maintenance and repair of the foundations of its Unit. However, if a licensed structural engineer determines that failure to repair the foundation under one Unit may adversely affect one other Unit in the building, then the cost of the foundation repair will be equally divided by the two Owners of the Units. If an Owner fails or refuses to pay his share of costs of repair of the foundation, the Owner advancing monies has a right to file a claim of lien for the monies advances in the county's real property records, and has the right to foreclose upon the lien as if it were a mechanic's lien. The right of an Owner to contribution from another Owner under this subsection (c) is appurtenant to the delinquent Owner's Unit and passes to the delinquent Owner's successors in title.

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 Unit shall be a Member of the Association. There shall be only one membership per Unit. If a Unit 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 Unit in which they hold the interest required for membership under Section 6.2. The Declarant shall be a Class B Member and shall have one vote 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 Unit to an owner not affiliated with the Declarant.

(a) **Exercise of Voting Rights.** The vote for each Unit owned by a Member shall be exercised by the Owner of the Unit. In any situation where there is more than one Owner of such Unit, the vote for such Unit 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 Unit's vote shall be suspended if more than one Person seeks to exercise it.

(b) **Commencement of Voting Rights.** Voting rights as to each Unit shall vest upon transfer of a deed of conveyance of a Unit 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 and the Common Area.

(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. The costs associated with maintenance, repair and replacement of the Common Area shall be a Common Expense; provided, 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) **Units.** The Association shall, for purposes of maintaining the appearance of building improvements, provide maintenance upon the exterior of each Unit located upon a Lot, including but not limited to: paint, repair, replace and care for roofs, siding, gutters, downspouts and exterior building surfaces; provided however, that the Association shall not be required to provide any maintenance to structures added by the Owner. 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 maintenance, repair and replacement of the exterior improvements located on each Unit 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.

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) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all Units and insurable improvements within the Properties to the extent that the Association has assumed responsibility in the event of a casualty, regardless of ownership. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement costs of the insured improvements (including all Units) under current building ordinance and codes. It is specifically intended that this be a "walls-in" insurance policy that insures the complete interior of each Unit as constructed by the Declarant. The Declarant shall be named as an additional insured on all policies of insurance covering direct physical loss to any Unit;

(ii) Commercial general liability insurance on the Common Area and Lots, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. 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

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

Premiums for all insurance on the Common Area and the Lots shall be assessed by the Board as a Common Expenses. Premiums for all insurance on the Units shall be assessed against the Unit owners as a Specific Assessment the cost of which shall be divided pro-rata among the Unit Owners according to the square-footage size of each Unit.

(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 except for the deductible attributable to the insured loss of an insured Unit the cost of which shall be a Specific Assessment as provided for in Section 7.3(a)(iii). 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 Unit as a Specific Assessment.

All insurance coverage obtained by the Board shall:

- (i) Be written with a company authorized to do business in the State of Wyoming;
- (ii) Be written in the name of the Association as trustee for the 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 which 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;

(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 based upon the square footage size of each

Unit and the insurance proceeds available. All mortgages, liens and other charges against the Units and Lots shall be paid out of the insurance proceeds before any proceeds are released to an Owner(s). In the event an Owner accepts insurance proceeds in lieu of replacing his/her Unit, such Owner shall then, upon receipt of such insurance proceeds, quit claim and convey any interest Owner has in the Unit and Lot to the Declarant.

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

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Members, levy Special Assessments to cover the shortfall against those 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 Unit). In the event that any occupant, guest or invitee of a Unit violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; provided however, if the fine is not paid by the violator within the time period set by the Board, the 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 Unit 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 Unit in violation of Article IV and to restore the Unit to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the 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 Unit 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 Unit and the Owner as a Specific Assessment. Except in an emergency situation, the Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

All 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 Units, 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 Units subject to assessment under Section 8.7 to fund the Common Expenses. In determining the Base Assessment rate per Unit, the Board may consider any assessment income expected to be generated from any additional Units 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 Unit or Units or if such Special Assessment is for an unbudgeted expense relating to less than all of the Units. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall provide notice by first class mail to the Owner(s) of the Unit 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 Unit as follows:

(a) To cover the costs, including overhead and administrative costs including property loss insurance, and costs of providing services to a Unit 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 Unit into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of a nonconforming Unit, their agents, contractors, employees, licensees, invitees, or

guests; provided, the Board shall give the nonconforming Unit 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 Unit 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 Unit(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 Units on the first day of the month following the first conveyance of a Unit 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 Unit.

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 Unit 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 Unit, 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 Unit until paid in full. Upon a transfer of title to a Unit, 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 Unit shall remain subject to any liens imposed upon it pursuant to Section 8.9 herein. No first Mortgagee who obtains title to a Unit 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 Unit, 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 Units which it owns. The Declarant shall also 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 Unit owned by the Declarant.

8.8 Lien for Assessments. Each Owner, by his or her acceptance of a deed of conveyance to a Unit, 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 Unit, 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 Unit 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 Unit 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 Unit in question that arose prior to such acquisition. Additionally, after any such foreclosure or deed in lieu of foreclosure, such Unit shall remain subject to this Declaration and the above-described lien and the new Owner of such Unit shall thereafter be personally liable for all charges of the type described above which relate to such Unit and which become due after such new Owner acquires title to said Unit 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 Unit shall (a) relieve any Owner thereof from personal liability for any of such unpaid charges

attributable to the applicable Unit 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 – EXPANSION OF THE COMMUNITY

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 Unit 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 Units 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 Unit) 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 Unit, nor shall it unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

11.3 Easements for Maintenance, Emergency and Enforcement. The Declarant grants to the Association easements over the Common Area and Units 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 Unit, 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 Unit shall be burdened with easements for natural drainage of storm water runoff from other portions of the Properties; provided, no Person shall alter the natural drainage on any 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.

PART SIX: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY

The growth and success of The RZEKA Live Work Townhome 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 Units 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 fifth Lot to an Owner unaffiliated with Declarant, Declarant may unilaterally amend or repeal this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration if such amendment is necessary to (i) bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage on the Units; (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 Units; or (iv) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Unit unless the Owner thereof shall consent in writing.

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.

**RZEKA, LLC, a Wyoming limited
liability company,**

By: _____
Name: _____
Title: _____

STATE OF WYOMING
ss.)
COUNTY OF TETON

On _____, 2014, 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:

The RZEKA Live Work Townhome Addition to the Town of Jackson, Wyoming,
Declaration of Covenants, Conditions and Restrictions

RZEKA LIVE/WORK
Rzeka Live Work Townhouse Addition to the Town of Jackson, Wyoming
1200 South Broadway Hwy 89, Town of Jackson, Teton County, Wyoming

Application for a Planned Unit Development: Final Development Plan

Attachment H
Engineer's Report



MEMORANDUM

TO: Mr. Matthew Byers, Rzeka Live/Work Project
FROM: Aaron Japel, Jorgensen Associates, P.C.
DATE: June 16, 2014
SUBJECT: Rzeka Live Work Water Model Analysis
cc: Thomas Kirsten, JA; Shawn O'Malley, TOJ
PROJECT NO.: 14000.07

Jorgensen Associates has reviewed the preliminary design plans, dated 5/19/2014, for the Rzeka Live/Work Project and has analyzed water main sizing and associated pressures. The plan proposes to tie in to the 12" TOJ water main located just south of Stellaria Lane and install a new water main from there to the north edge of the property. There is an existing 6" water main ending at a fire hydrant on the north property line that is proposed to be replaced. The static pressure at the TOJ 12" main under the Maximum Daily Demand (MDD) with no additional demand from the Rzeka Project is 75.1 psi. Two scenarios were modeled as a part of the effort and described below.

Scenario 1:

Beginning at the proposed connection to the existing 12" TOJ water main (P1) and extending south approximately 300' to the subject property boundary node (P2). The TOJ water model was run at MDD with an additional water demand of 1514 gpm added to the property boundary node (P2). The following pressures were observed with variable pipe sizes:

Pipe Size (inch)	P1: tie-in (psi)	P2: property (psi)
6"	50.5	29.9
8"	50.5	45.5
10"	50.5	48.9
12"	50.5	49.9

Scenario 2:

The above scenario was extended into the property to include analysis of the pipe network as shown on the plan. From the property boundary a loop extends approximately 500' with an additional node added on the southern end to represent the proposed hydrant. Again, the model was run at MDD with an additional water demand of 1514 gpm added at the hydrant node (P3). The following pressures were observed with variable pipe sizes:

P.O. Box 9550 - 1315 Hwy 89 South, Suite 203 - Jackson, WY 83002 - Phone: 307.733.5150 - Fax: 307.733.5187
E-mail: ja@jorgensenassociates.com

H:\2014\14000\14000.07\00-Water Model\Docs\14000.07 memo 2014-06-16 Rzeka Water Model.docx



Supply Pipe Size (in)	Loop Pipe Size (in)	P1: tie-in (psi)	P3: hydrant (psi)
6"	6"	50.5	21.4
8"	6"	50.5	39.8
8"	8"	50.5	43.4
10"	6"	50.5	43.7
10"	8"	50.5	47.4

The Wyoming Department of Environmental Quality requires a minimum working pressure of 35 psi in water systems with a residual pressure of 20 psi allowed under fire flow conditions. With the low maximum hour flows projected for the project the fire flow conditions govern the design. Only negligible pressure loss is expected with any of the above piping systems under normal flow conditions.

- b. The mobile home's roof shall use nonmetallic, nonreflective materials and shall have a minimum pitch of 3 in 12.
- c. The mobile home shall be skirted.

F. Dormitory

1. **Definition.** A dormitory is a residential unit occupied by a group of unrelated people not residing as a single family.
 - a. **Includes:**
 - i. boarding houses or rooming houses
 - ii. residential facilities for students and staff of schools
 - iii. residential facilities associated with other types of instruction, education, training, and religious activity

2. Standards

- a. **Maximum density.** For purposes of the density calculation, a room shall mean a sleeping room designed for an occupancy of no more than 2 people.

G. Group Home

1. **Definition.** A group home is a residential unit occupied by more than 3 unrelated individuals, which typically offers shelter, medical and mental health services, and other care-related services to residents.
 - a. **Includes:**
 - i. nursing homes and various assisted living centers
 - ii. group living facilities with related sheltered care facilities
 - iii. residential facilities for the developmentally disabled including on-site training facilities

2. Standards

- a. **Maximum density.** For purposes of the density calculation, a room shall mean a sleeping room designed for an occupancy of no more than 2 people.

H. Live/Work Unit

1. **Definition.** A live/work unit is a single-family unit used jointly for residential and nonresidential purposes where the nonresidential use of the unit is incidental to the primary use of the unit as a residence.

2. Purpose

- a. To provide for the appropriate development of units which incorporate both living and working space.
- b. To provide locations for new businesses to start up.
- c. To provide opportunities for people to live in mixed-use industrial and commercial areas where compatible with existing uses.

3. Standards

- a. Only the following nonresidential uses may be incorporated into live/work units, and only if the use is allowed in the zone:
 - i. Office ([6.1.6.B.](#))
 - ii. Retail ([6.1.6.C.](#))
 - iii. Services ([6.1.6.D.](#))
 - iv. Heavy retail/service ([6.1.6.F.](#))
- b. The resident of the live/work unit shall work in the nonresidential component of the unit. At least one resident in each Live/Work Unit shall maintain at all times a valid Business License for a business on the premises.
- c. A minimum of 25% and no more than 50% of the floor area of each live/work unit shall be devoted to nonresidential use;
- d. Prior to the Certificate of Occupancy or Final Plat, whichever occurs first, a deed restriction or note on the Final Plat shall be recorded indicating requirements of this Subsection.
- e. Change of Use to or from Live/Work Units.
 - i. Live/Work Units may not be changed to residential use, nor may the portion of the Live/Work Unit devoted to residential space be increased above the percentage of residential space when the unit was established.
 - ii. Live/Work Units may be changed to exclusively nonresidential use. The increase in nonresidential square footage will be subject to the provisions of [Div. 6.3.](#)

6.1.5. Lodging Uses (11/23/16, Ord. 1152)

A. All Lodging Uses

1. **Definition.** A lodging use is a sleeping unit or residential unit rented such that occupancy is limited to less than 31 days.

Project Number	P16-083	Applied	7/18/2016	JC
Project Name	1200 S. Highway 89 (Rzeka)	Approved		
Type	DEVOPTPLAN	Closed		
Subtype	SUBDIVISION PLAT	Expired		
Status	STAFF REVIEW	Status		

Applicant	Pierson Land Works, LLC	Owner	RZEKA, LLC
Site Address	1200 S HIGHWAY 89	City	JACKSON
		State	WY
		Zip	83001

Subdivision	Parcel No	General Plan
	22401605200006	

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact	APPROVED	7/18/2016	8/8/2016	7/26/2016	
Notes					
Building	APPROVED	7/18/2016	8/8/2016	7/26/2016	
Steve Haines					

Fire	7/18/2016	8/8/2016	7/29/2016
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None

No comment at this time.

Kathy Clay

Legal	APPROVED W/CONDITI	7/18/2016	8/8/2016	8/9/2016
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A Cohen-Davis

Under the certificate of owner, the 12th "that" clause states the water distribution system and sewage collection system shall be privately owned and maintained by the respective owners of each lot within said subdivision and not by the Town of Jackson. This appears contradictory to the 2nd and 3rd paragraphs under "notes" which states "This subdivision will be connected to the Town of Jackson water supply system." and "...connected to the Town of Jackson Sewer Collection and treatment system."

Parks and Rec	7/18/2016	8/8/2016
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None

Pathways	APPROVED	7/18/2016	8/8/2016	8/23/2016
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Brian Schilling

Planning	7/18/2016	8/8/2016
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Paul Anthony

Plat Review-Survey	7/18/2016	8/8/2016
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<none>

Type of Review	Status	Dates			Remarks
		Sent	Due	Received	
Contact					
Notes					
Plat Review-Title		7/18/2016	8/8/2016		
<none>					
Documents attached					
Police	APPROVED	7/18/2016	8/8/2016	7/19/2016	
None					
No concerns.					
Todd Smith					
Public Works	APPROVED W/CONDITI	7/18/2016	8/8/2016	7/20/2016	
Shawn OMalley					
(7/20/2016 2:23 PM SO)					
The plat shall be revised to clearly states that all improvements required and made within the WYDOT right-of-way as part of this development shall be the responsibility of the development to maintain in to the standards of the Town and WYDOT					
START		7/18/2016	8/8/2016		
Janice Sowder					
TC Housing Authority		7/18/2016	8/8/2016		
None					



First American Title Insurance Company

175 S. King Street P.O. Box 3609

Jackson, WY 83001

Phone: (307) 733-2597 Fax: (307) 733-8530

PLAT REVIEW

Proposed Subdivision: Farmhouse Live Work Townhome Addition to the Town of Jackson

Current Legal Description: Part of GLO Lot 4 and the SW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 5, T40N,

R116W, Teton County, Wyoming

Vesting: Rzeka, LLC, a Wyoming limited liability company

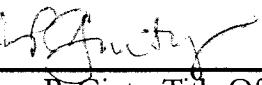
Comments:

1. LVE easement 900/717 appears to encroach onto Lot 15. Has this been addressed?
2. There does not appear to be party wall language in the Declaration of CC&Rs. There is mention that adjoining walls are owned to their centers, but nothing further addressing the obligations of owners in the event of damage to the common wall.

Requirements:

1. Edit the Certificate of Approval for the Town of Jackson to read "Farmhouse Live Work Townhome Addition to the Town of Jackson" rather than "Raver Condominium Addition."

Approved Subject to Requirements: August 16, 2016
Plat Review Committee


By: Laura P. Ginty, Title Officer



First American

First American Title Insurance Company
PO Box 3609
Jackson, WY 83001
Phone: (307)733-2597 / Fax: (307)733-8530

PR: NWEST

Ofc: 4559 (1792)

Invoice

To: Town of Jackson
PO BOX 1687
JACKSON, WY 83001 **Invoice No.:** 1792 - 45597758
Date: 08/16/2016

Our File No.: Invoices
Title Officer:
Escrow Officer:

Customer ID: WYJATO0001

Attention: Liability Amounts
Your Ref.: Owners:
Property: Lenders:

RE: 175 S. King Street, Jackson, WY 83001

Buyers: All Employees, Employees
Sellers:

Description of Charge	Invoice Amount
Report: Special	\$200.00
INVOICE TOTAL	\$200.00

Comments: Plat Review for Farmhouse Live Work Townhome Addition

Thank you for your business!

To assure proper credit, please send a copy of this Invoice and Payment to:

*Attention: Accounts Receivable Department
PO Box 3609
Jackson, WY 83001*