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DECLARATION OF CONDOMINIUM
FOR

10 & 20 PIONEER LANE CONDOMINIUM ADDITION COVENANTS

This instrument is made and entered into by R M Bar, LLC, a Wyoming limited liability company, hereinafter referred to as "Declarant" as the owner of record of the fee simple title to that real property, platted as 10 & 20 Pioneer Lane Condominium Addition To The Town Of Jackson, said real property hereinafter referred to as "The Property" or "The Condominium Property".

Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following covenants, conditions, easements, restrictions, uses, limitations and obligations which define the character, duration, rights, obligations and limitations of condominium ownership, which shall be deemed to run with the land, and which shall be a burden and a benefit to Declarant, its successors and assigns, and the improvements located thereon, their grantees, mortgagees, successors, heirs, administrators, executors, devisees or assigns, all in furtherance of a plan to promote and protect the cooperative aspects of the Property and for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property.

ARTICLE I
PURPOSE; NAME AND ADDRESS; LEGAL DESCRIPTION; EFFECT.

Section 1. PURPOSE. The purpose of this Declaration is to submit the lands and improvements herein described to condominium ownership and use in the manner prescribed by the laws of the State of Wyoming.

Section 2. NAME AND ADDRESS. The name of the Condominium is 10 & 20 Pioneer Lane Condominium Addition To The Town Of Jackson. The address shall be Post Office Box 12828, Jackson, Wyoming 83002.

Section 3. THE LAND. The real property and buildings thereon described above is the Condominium Property hereby submitted to condominium ownership. Such property is subject to such easement, restrictions, reservations and rights of way of record, together with those contained or provided for in this instrument and any exhibits attached hereto.

Section 4. EFFECT. All of the provisions of this Declaration of Condominium and any Exhibits attached hereto shall be binding upon all Unit Owners and are enforceable equitable servitudes running with the Condominium Property and existing in perpetuity until this Declaration is revoked and the Condominium is terminated as provided herein. In consideration of receiving title to a condominium unit, all Unit Owners, their heirs, personal representative, successors and assigns, and all parties claiming by, through, or under such persons agree to be bound by the provisions hereof. Both the burdens imposed and the benefits granted by this instrument shall run with each Unit as herein defined.

GRANTOR: RM BAR LLC
 GRANTEE: THE PUBLIC
 Doc 0747869 bk 722 pg 459-484 Filed At 13:48 ON 03/11/09
 Sherry L. Daigle Yeton County Clerk fees 83.00
 By Michele Fairhurst Deputy

ARTICLE II
PLAT AND DESCRIPTION OF IMPROVEMENTS

The Condominium Property has been platted of record as 10 & 20 Pioneer Lane Condominium Addition To The Town Of Jackson. That plat consists of a survey of the land, graphic description and plot plans of the improvements constituting the Condominium, identifying the Condominium Units, General Common Elements (Common Area) and Limited Common Elements (Limited Common Area), and their respective locations and approximate dimensions. Each Condominium Unit is identified on the plat by a specific number. No Unit bears the same number as any other Unit. The percentage of ownership of undivided interests in the General Common Elements and Limited Common Elements appurtenant to each Condominium Unit shall be in accordance with the square footage of each Unit as shown on Exhibit A.

ARTICLE III
DEFINITIONS

Section 1. DEFINITION OF TERMS. The terms used in this Declaration and the Exhibits attached hereto shall have the meanings stated in the Condominium Act (Wyoming Statutes Section 34-20-103) and as follows, unless the context otherwise requires.

"Assessment" means a share of the funds required for the payment of Common Expenses which is assessed against the Unit Owners from time to time.

"Association" means 10 & 20 Pioneer Lane Owners' Association, a Wyoming non-profit corporation, which is the entity responsible for the operation of the condominium and the members of which shall be all Unit Owners.

"Board" means the Board of Directors of the Association responsible for the administration of the Association.

"By-Laws" means the By-Laws of the 10 & 20 Pioneer Lane Owners' Association.

"Certificate of Incorporation" means the Certificate of Incorporation of the Association.

"Common Expenses" means all expenses and assessments properly incurred by the Association for the Condominium and all other expenses declared Common Expenses by provisions of this Declaration and its exhibits.

"Common Surplus" means the excess of all receipts of the Association, including but not limited to, assessments, rents, profits, and revenues on account of the General Common Elements, over the amount of Common Expenses.

"Condominium" or "Condominium Unit" means the fee simple title in and to a unit together with an undivided interest in the general common elements and limited common elements of this Subdivision based on the percentage the unit's square footage bears to the entire building in accordance with the square footage of each Unit as shown on Exhibit A.

"Condominium Act" means the Condominium Act of the State of Wyoming (Wyoming Statutes 34-20101 et. seq.) as it exists at the time of filing this Declaration.

"Condominium Documents" means this Declaration with Exhibits and any amendments thereto, the recorded Condominium Plat, Certificate of Incorporation of the Association, and By-Laws of the Association.

"Declarant" means R M Bar, LLC, a Wyoming limited liability company, its successors and assigns which has created this Condominium in its capacity as developer.

"Declaration", or "Declaration of Condominium" means this instrument and any amendments thereto.

"Eligible Holder Insurer or Guarantor" means a holder, insurer or guarantor of a first mortgage on a unit in a condominium, which has requested notice in accordance with the provisions of Article XVII, Section 1. hereof. If notice has not been requested the first mortgagees shall not be considered eligible holders and accordingly shall not be entitled to the benefits contained herein. The definitions herein contained shall prevail as the context requires whether or not the same are capitalized in their usage herein.

"General Common Elements", "Common Elements", "General Common Area", or "Common Area" means and includes the land located in and the structural components of the buildings, and all other parts of such land and the improvements thereon necessary or convenient to its existence, maintenance, and safety which are normally and reasonably in common use, including the air above such land, all of which shall be owned by each Owner in proportion to the square footage of their respective unit. It shall also mean and include the limited common elements unless hereinafter specifically excluded as to any specific situation. (Common Area generally refers to the lands within the General Common Elements not located within or under the buildings). The General Common Area on the plat is designated as "General Common Area".

"Institutional Mortgage" means a State or Federal Bank, Savings and Loan Association, Insurance Company, Real Estate Investment Trust, Union Pension Fund, or an Agency of the United States Government or like entity being a mortgagee of a Unit.

"Limited Common Elements" or "Limited Common Area" means those appurtenances which are either limited to and reserved for the exclusive use of an owner of a condominium unit or are limited to and reserved for the common use of more than one but fewer than all of the condominium unit owners as reflected on the Plat. Each owner shall have an undivided interest in all of the Limited Common Elements (LCE)/Limited Common Areas (LCA) based on the square footage of their respective unit, regardless of which owner or owners the particular LCE/LCA benefits.

"Member" means any Owner, or any Owner-appointed Tenant with voting rights in the Association.

"Occupant" means the person or persons other than the Unit Owner in actual possession of a Unit.

"Owner" or "Unit Owner" means the owner of a Condominium Unit.

"Property" or "Condominium Property" means and includes the lands hereby subjected to condominium ownership, whether or not continuous, and all improvements thereon and all easements and rights appurtenant thereto.

"Unit" means an individual air space which is contained within the perimeter walls, floors, ceilings, windows, and doors of each unit of a Condominium Plat to be filed for record upon Lots 1 & 2 of the Shockley Subdivision, Plat No. 153 recorded in the Office of the Clerk of Teton County, Wyoming, together with all fixtures and improvements therein contained but not including any structural components of the building, if any, located within the unit. 10 & 20 Pioneer Lane Condominium Addition shall consist of six condominium units.

"Unit Designation" is as follows: The basement apartment of 10 Pioneer Lane is Unit 100, the first floor office is Unit 101, and the second floor office is Unit 102. The basement apartment of 20 Pioneer Lane is Unit 200, the first floor office is Unit 201, and the second floor office is Unit 202.

ARTICLE IV THE UNIT AND COMMON ELEMENTS

Section 1. INTEREST IN COMMON ELEMENTS. Each Unit Owner shall own, as an appurtenance to his/her Unit, an undivided interest in the General Common Elements (Subject to the provisions of Section 2) based on the percentage the Unit bears to the other units in accordance with the square footage of each Unit as shown on Exhibit A

Section 2. BOUNDARIES. Unit boundaries shall be as follows:

A. HORIZONTAL BOUNDARY:

UPPER AND LOWER BOUNDARIES. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) UPPER BOUNDARY - The horizontal plane of the unfinished ceiling.

(2) LOWER BOUNDARY - The horizontal plane of the unfinished floor.

B. PERIMETRICAL BOUNDARIES:

The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior walls, windows, and doors extended to intersections with each

other and with the Upper and Lower Boundaries of the unfinished ceiling and unfinished floor. The interior non-structural partitions within a Unit are part of said Unit.

C. WEIGHT BEARING STRUCTURES AND UTILITIES.

The area beneath the unfinished surface of any weight bearing structure which is otherwise within the horizontal and perimetrical boundaries of a Unit is a Common Element and is not a part of the Unit. Any pipes, ducts, wires, conduits, electrical panels, plumbing, drains, or any utility services serving only one Unit are part of such Unit and are not Common Elements.

D. MAINTENANCE EASEMENT.

There shall exist as a Common Element, an easement through the inside walls of each Unit and the outside walls bordering each Unit for ducts, pipes, conduits, plumbing, wiring or other facilities for the furnishing of utility services to Units and the Common Elements, and easements with each Unit as necessary for accessing, maintaining, repairing, or servicing the same. The Association shall reimburse any Unit Owner for damages sustained by the Owner as a result of using said Unit to access the utilities within the walls. The water heaters for the lower level units are located on the middle floors and there are reserved easements in favor of the respective lower level unit owners to access the water heaters.

E. AIR CONDITIONING.

Notwithstanding any of the provisions of this Article IV to the contrary, any air conditioning compressor serving a Unit and the refrigerant and electrical lines running from such compressors, to, and the air handler, within, the individual Units are part of such Unit and are not Common Elements, if air conditioning is installed. There shall be no obligation on the Declarant or Association to install air conditioning in any unit. Location of air conditioning units in General Common Area shall require written approval of the Board of Directors of the Association whose consent shall not be unreasonably withheld.

F. AUTOMOBILE PARKING AREA.

Parking spaces are located in the General Common Element. The Board of Directors of the Association may designate and assign parking spaces to each unit for the exclusive right to use those parking spaces provided the same does not violate the Town Of Jackson common and shared parking requirements for the Condominium property. Pursuant thereto, the Board may file with the County Clerk a Parking Supplement reflecting the same. The parking area shall be subject to Rules and Regulations as may be adopted by the Board which regulations may include, but not be limited to, limitations on residential parking, hours, guests, assignment of residential parking or prohibition against residential parking in certain spaces, as well as prohibitions against trailers, boats, and non-operational vehicles, and implementation of a fine schedule in order to enforce the parking Rules and Regulations.

ARTICLE V
RESTRICTION AGAINST FURTHER SUBDIVIDING OF UNITS

No Unit may be divided or subdivided into a smaller Unit or Units other than as shown on the plat, nor shall any Unit, or portion thereof, be added to or incorporated into any other Unit.

ARTICLE VI
EASEMENTS

Section 1. PERPETUAL NON-EXCLUSIVE EASEMENT. The General Common Elements are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the Unit Owners in the Condominium for their use and the use of their employees, guests and business invitees, for all proper and normal purposes, including the providing of services for the benefit of all Units and ingress to and egress from each unit.

Section 2. EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS. In the event that any Unit, General Common Element, or Limited Common Element shall encroach upon any other Unit, General Common Element, or Limited Common Element for any reason other than the purposeful or grossly negligent act of any person, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.

Section 3. UTILITY, MAINTENANCE, AND ELEVATOR ACCESSEASEMENTS
Utility easements are reserved and/or may be granted by the Declarant or Association through the Condominium Property as may be required for utility service (including construction, maintenance, repair, and replacement) in order to adequately serve the Condominium, and shall also include reasonable access to all utilities, the water heaters and electrical panels throughout the buildings. The owner of Unit 202 shall have an access easement across portions of Unit 200 to the elevator and mechanical room as set forth on the Plat. To the extent practicable the owner of Unit 202 shall give reasonable notice to the owner of Unit 200 prior to using said easement to access the elevator or mechanical room.

Section 4. INGRESS AND EGRESS. A non-exclusive easement for ingress and egress is hereby created for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, passageways and lanes as the same, from time to time, may exist upon the General Common Elements; and for vehicular traffic over, through and across such portions of the General Common Elements as, from time to time, may be constructed and intended for such purposes.

Section 5. USE. The use of any easement by a Unit Owner shall be subject to the provisions of this Declaration and of any document creating the easement.

Section 6. ACCESS. So long as the Declarant owns all six condominium units, Declarant shall have the unequivocal continuous right to use, alter, change and relocate all easements as often as it deems necessary, without the consent of the Association.

Section 7. ADDITIONAL EASEMENTS. So long as the Declarant owns all six condominium units, Declarant shall have the right to create, or reserve unto itself, such easements as are necessary to accomplish the purposes referred to in this Declaration. Further, Declarant shall have the unequivocal right without the joinder of any other party to grant such easements, (ingress, egress and maintenance) to such parties as Declarant deems fit, over the traffic ways, parking areas and other General Common Elements as are contained on the Condominium Property. Should the Declarant grant additional easements which connect with or are intended to supplement, replace or relocate the easements designated on the plat, the same shall automatically be part of the easements provided therein as if originally set forth.

Section 8. FUTURE EASEMENT. There is hereby reserved a future easement for the construction of stairs within the General Common Elements from the roof deck of Unit 202 to the elevated walkway between Unit 102 and 202. The exact location of the stairs shall be determined by the Association at the time of construction by the Unit 202 owner. The area in which the easement is reserved is shown on the Plat. If the stairs are not constructed and completed by December 31, 2030, this future easement shall automatically expire at which time the County Clerk shall mark "easement vacated" on the recorded Plat.

ARTICLE VII COMMON EXPENSES; COMMON SURPLUS

Section 1. LIABILITY AND METHOD OF SHARING. Each Unit shall share in the Common Surplus and be liable for the Common Expenses (except those assessable to less than all Units) in the same percentage as the percentage representing the undivided interest of each Unit in the General Common Elements as it may exist at any time. The right to share in the Common Surplus does not include the right to withdraw, or to require payment or distribution thereof, except upon termination and dissolution of the Condominium.

ARTICLE VIII ADMINISTRATION OF THE CONDOMINIUM

Section 1. THE ASSOCIATION. The Association shall administer the operation and management of the Condominium Property and undertake and perform all acts and duties incident thereto in accordance with this Declaration, its exhibits and the Condominium Act. Upon an 80% vote by the members, a second non-profit owner's association may be formed so that one association shall manage the three units at 10 Pioneer Lane and the other the three units at 20 Pioneer Lane. In such event the two associations will cooperate with respect to management of the outside common areas shared by all of the unit owners.

Section 2. MEMBERSHIP. Each Unit Owner shall automatically become a member of the Association upon the Unit Owner's acquisition of title to any Unit and said membership shall terminate automatically upon said Unit Owner being divested of title to such Unit, regardless of the means by which such ownership may be divested. No person holding any lien, mortgage or other encumbrance upon any Unit shall be entitled, by virtue thereof, to membership in the Association or to any of the rights or privileges of such membership.

Section 3. POWERS OF ASSOCIATION. In the administration of the Condominium, the Association shall have, and is hereby granted, the authority and power to enforce the provisions of this Declaration, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such Rules and Regulations governing the use of the Units, Common Elements and Limited Common Elements as the Board of the Association may deem to be in the best interest of the Condominium.

Section 4. VOTING. Voting shall be based on the percentage amount of square footage in each unit that it bears to the other units in accordance with the square footage of each Unit as shown on Exhibit A. Each Unit Owner, including the Declarant shall be entitled to vote for each Unit owned.

Section 5. MANAGEMENT AGREEMENT. The Association may enter into an agreement with any person, firm or corporation for the administration, maintenance and repair of the Condominium Property and may delegate to such contractor or manager such of the powers and duties of the Association as the Association, and such person, firm or corporation shall agree, provided that any such management agreement entered into during the period of Declarant's control shall contain a provision allowing the Association to terminate the agreement upon ninety (90) days notice after such time as the Declarant is no longer in control of the Association.

Section 6. CONSTRUCTION OF POWERS. All references and grants of power or authority to the Association or Board of Directors, including the power to discharge said responsibility and to enforce the Association's legal rights for the purposes of this Declaration, shall be deemed as grants of power and authority directly to any Management Firm so appointed for such period of time as any Management Agreement exists, and only thereafter, to the Association. This provision shall not be construed as requiring a Management Firm to be employed or of binding the Management Firm to perform all the duties of the Association but only those which shall be specified in the Management Agreement and those actually performed by the Management Firm. For the purpose of this Declaration, all references herein to the Association where the rights, duties and powers are encompassed by the Management Agreement shall be deemed to read "The Management Firm for so long as the Management Agreement shall exist, and, thereafter, the Association". Nothing in this instrument shall be deemed to make the Management Firm liable for any expenses or costs for which the Association and/or Unit Owners are liable.

Section 7. COLLECTION OF ASSESSMENTS. The Association shall, if requested, collect for the benefit of the Management Firm all sums due by virtue of the Management Agreement and promptly remit the same to the Management Firm.

ARTICLE IX
USE AND OCCUPANCY

Section 1. BUSINESS USE. Units 101, 102, 201, and 202 are hereby restricted to business offices by the owner or owners thereof, their employees, guests, and business invitees. The ownership of any Unit may be held in any legally recognized manner or form, except under a time sharing (interval ownership) arrangement whereby less than 100% of the fee simple interest in a Unit is sold upon some bases of limited time. Only Unit 202 may be used as a medical office.

Section 2. EMPLOYEE HOUSING. Units 100 and 200 are hereby restricted to employee housing which shall be subject to additional covenants filed of record between Declarant and the Teton County Housing Authority and shall further be subject to this Declaration, the Certificate of Incorporation, By-Laws, and Rules and Regulations of this condominium development, which may limit the number of non-related persons who may regularly occupy a unit.

Section 3. GENERAL USE RESTRICTION. No person shall use the Condominium Property, or any parts thereof, in any manner contrary to the Condominium Documents or Condominium Act.

Section 4. ALTERATIONS, ADDITIONS, AND PLANTINGS. No Unit Owner shall cause to be made any modification or installation of electrical wiring, television antenna systems, or connections which would change the outside appearance of any portion of the Condominium Property. The location of satellite dishes shall require the written approval of the Board. No Unit Owner may cause any material puncture or break in the boundaries of any Unit. No Unit Owner shall grow or plant any type of plant, shrub, flower, etc. outside his Unit without written permission from the Board.

Section 5. LAWFUL USE. No immoral, improper, offensive or unlawful use shall be made of any or all the Condominium Property, and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for maintenance and repair of the property concerned.

Section 6. PETS. No walking pets shall be permitted in Units 100 and 200. Pets may accompany the tenants or owners of Units 101, 102, 201, and 202 during working hours provided those tenants or owners comply with Town ordinances, the pet is not a nuisance to other occupants, the pet is kept on a leash when outside the unit, and the owner immediately picks up the pet waste. The Association may enact Rules and Regulations further restricting pets.

Section 7. SIGNS. All signs must conform to the Town Of Jackson ordinances. Additionally, all signs must be approved by the Association prior to displaying or erecting any signs.

Section 8. NO SMOKING. Smoking shall not be allowed at any time inside either building. The Association may further restrict smoking outdoors by designating a smoking area, so long as any such designated area is at least 25 feet away from entries, outdoor air intakes and operable windows of both buildings.

Section 9. NUISANCE. No nuisance or any use or practice that is the source of unreasonable annoyance to other Unit Owners or which interferes with the peaceful possession and proper use of the Condominium Property by the Unit Owners is permitted. No Unit Owner or Occupant shall permit or suffer anything to be done or kept upon the Condominium Property or his Unit which will increase the rate of insurance on the Condominium.

Section 10. APPLICABILITY TO DECLARANT. No Unit Owner of the Association, or their use of the Condominium shall interfere with the Declarant's completion and sale of the Condominium Units, whether in this Condominium or otherwise. Anything contained herein to the contrary notwithstanding, the Declarant may make such use of any unsold Unit and the General Common Elements as may facilitate the sale or leasing of any Unit.

Section 11. RULES AND REGULATIONS. All Unit Owners and other persons shall use the Condominium Property in accordance with the Rules and Regulations promulgated by the Board and the provisions of this Declaration, the Certificate of Incorporation and the By-Laws of the Association, as applicable. The Rules and Regulations promulgated by the Board may provide for a fine schedule which fine or fines may bear interest and be assessed against the pertinent condominium unit and collected the same as any other Association assessment.

ARTICLE X MAINTENANCE, ALTERATION AND REPAIR OF THE CONDOMINIUM PROPERTY

Section 1. MAINTENANCE BY ASSOCIATION. a) The Association, at its expense, shall maintain, repair and replace all of the General Common and Limited Common Elements. Maintenance of the General Common Elements shall be apportioned by square footage (same as voting). Maintenance of the Limited Common Elements shall be apportioned to the owner or owners to which the particular Limited Common Element is appurtenant. In 20 Pioneer Lane, the elevator, interior stairway, 2nd floor foyer, 2nd floor deck, roof deck and stair to the roof deck shall be for the use of, and maintenance shall be solely paid for by, the owner of Unit 202. In 10 Pioneer Lane, the 2nd floor deck shall be for the use of, and maintenance shall be solely paid for by, the owner of Unit 102. The outside stairways to the lower level units (100 and 200) shall be designated LCA for the respective owners of the lower units. The foyer on the middle floor shall be designated LCA for the respective owners of the middle (101 and 201) and upper units (102 and 202). The mechanical room on the middle floor shall be designated LCA for the three unit owners within each building. Where two units share LCA such as the foyers on the middle floor, those owners shall maintain said LCA and contribute accordingly in accordance with their respective square footage of their Unit.

b) The roof on 20 Pioneer Lane is designated as General Common Element and shall be maintained by the Association the same as the roof on 10 Pioneer Lane. Notwithstanding, Unit 202 shall be solely responsible for all future construction, maintenance, repair, and replacement of the rooftop deck on 20 Pioneer Lane designated as LCA for Unit 202 and any maintenance, repair or replacement of the roof on 20 Pioneer Lane directly related to said rooftop deck. Access to such a rooftop deck will necessarily require stairs which will be located in the General Common Element. The owner of Unit 202 shall be solely responsible for the construction, repair, maintenance, and replacement of said stairs.

Section 2. LIMITATION UPON LIABILITY OF DECLARANT AND MANAGEMENT FIRM. Notwithstanding the duty of the Association and any Management Firm to maintain and repair parts of the Condominium Property, the Association and Unit Owners shall and do fully indemnify and hold the Declarant and the Management Firms harmless from all loss, cost, and expense, including reasonable attorneys' fees, for injury or damage, whether caused by any latent condition of the property to be maintained and repaired by them, natural elements, other persons, or caused by any other reason whatsoever.

Section 3. MAINTENANCE/ALTERATIONS BY UNIT OWNER.

A. Each Unit Owner shall, subject to the other provisions of this Declaration, maintain, repair and replace, at his expense, all portions of his Unit including, but not limited to, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, heaters, hot water heaters, refrigerators, and other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, floors and ceilings, and all other portions of his Unit. The Unit Owner shall maintain and repair the air conditioning compressor, refrigerant and electrical lines, if any, appurtenant to his Unit.

B. Any modifications to the exterior portion of Units, whether Commercial or Residential Components, shall first be approved by the Association before such modification is undertaken. This approval shall be required for the intent of maintaining an outside environment consistent with the nature of the property. Interior modifications, whether to Commercial or Residential Components, shall not be governed by the Association, but made at the sole discretion of Owners, or agreements between Owners and Tenants.

C. Exterior modifications shall be of a character consistent with the original design of the building, both with regard to color and architectural style. No modification shall impede the use of common walkways or create any health or safety hazard as defined by the Town of Jackson, the County of Teton, or the State of Wyoming.

D. The owner of Unit 202 shall have the right to construct a rooftop deck in the area shown on the plat as LCE Deck Unit 202, on 20 Pioneer Lane along with stairs accessing the roof and further rooftop walkway(s) and stairs which may be required for fire escape purposes. The owner of Unit 202 must obtain written consent from the Association regarding design, location, materials, and color of the deck and stairs, whose consent shall not be unreasonably withheld.

Section 4. **LIABILITY OF UNIT OWNER.** Should a Unit Owner undertake unauthorized additions and modifications to his Unit, or refuse to make repairs as required, or should a Unit Owner cause any additions or modifications to be made to the General Common Elements, or cause any damage to the General Common Elements, the Association may make such repairs or replacements and have the right to levy a special assessment for the cost thereof against the said Unit Owner. In the event a Unit Owner threatens to or violates the provisions hereof, the Association shall also have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof.

Section 5. **INSURANCE PROCEEDS.** Whenever any maintenance, repair and replacement of any items for which the Unit Owner is responsible is made necessary by any loss covered by insurance maintained by the Association, the proceeds of the insurance received by Association, shall be used for the purpose of accomplishing such maintenance, repair or replacement. The Unit Owner shall be required to pay all of the costs thereof that exceed the amount of the insurance proceeds.

Section 6. **RIGHT OF ENTRY BY ASSOCIATION AND MANAGEMENT FIRM**
Whenever it is necessary to enter any Unit for the purpose of inspection, including inspection to ascertain a Unit Owner's compliance with the provisions of this Declaration, or for performing any maintenance, alteration or repair to any portion of the General Common Elements or Unit, the Unit Owner shall permit an authorized agent of the Association and Management Firm to enter such Unit, or to go upon the General Common Elements, provided, that such entry shall be made only at reasonable times and with reasonable advance notice. In the case of emergency such as, but not limited to, fire or severe storm, entry may be made without notice or permission. The Unit Owners acknowledge that the Association may retain a master pass key to all the Units in the Condominium. Each Unit Owner does hereby appoint the Association as his agent for the purposes herein provided and agrees that the Association or Management Firm shall not be liable for any unnecessary property damage caused or occurring on account of any entry.

**ARTICLE XI
TAX OR SPECIAL ASSESSMENT ASSESSED
AGAINST THE CONDOMINIUM PROPERTY**

If any taxing authority levies or assesses any Tax or Special Assessment against the Condominium Property as a whole, and not the individual Units, the same shall be paid as a Common Expense by the Association and assessed to the Unit Owners. In such event, the amount due shall constitute a lien prior to all mortgages and encumbrances upon any parcel to the same extent as though such Tax or Special Assessment had been separately levied by the taxing authority upon each unit.

All personal property taxes levied or assessed against personal property owned by Association shall be paid by the Association and shall be a Common Expense.

Declarant shall give written notice to the Assessor of Teton County, Wyoming of the creation of condominium ownership in this property, as is provided by law, so that

each unit and the undivided interest in the General Common Elements appurtenant thereto shall be deemed a separate tax parcel and subject to separate assessment and taxation.

ARTICLE XII INSURANCE PROVISIONS

The insurance which shall be purchased and maintained for the benefit of the Condominium shall be governed by the following provisions:

Section 1. PURCHASE OF INSURANCE. All insurance purchased pursuant to this Article shall be purchased by the Association for the benefit of the Association, the Unit Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to any or all of the holders of institutional first mortgages. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Unit Owners and the Association, their respective servants and agents. Each Unit Owner and the Association hereby agree to waive any claim against each other and against other Unit Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid.

Section 2. COST AND PAYMENT OF PREMIUMS. The cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual Unit Owners, is declared to be a Common Expense, as are any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

Section 3. UNIT OWNERS' RESPONSIBILITY. Each Unit Owner may obtain insurance, at his own expense, affording coverage upon his own property and for his own liability and living expenses as he deems advisable. All such insurance shall contain the same waiver of subrogation that is referred to herein and shall waive any right to contribution.

Section 4. COVERAGE. The following coverage shall be obtained by the Association with losses payable to the Association or an insurance trustee:

A. The building(s) and all other insurable improvements upon the land, including all of the Units, General Common Elements, Limited Common Elements, and all personal property owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavations and foundations) as determined annually by the Association in consultation with the insurance company providing the coverage and an Inflation Guard Endorsement and Agreed Amount Endorsement if available. Said coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and all other such risks as, for time to time, may be covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm, war damage and war risk insurance, if available.

B. Comprehensive general public liability and property damage insurance in such an amount and in such form as shall be required by the Association as determined by them. Said coverage may include water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage. All liability insurance shall contain to the extent possible, cross liability endorsements to cover liabilities of the Unit Owners as a group to an individual Unit Owner and one Unit Owner to another.

C. If necessary, workmen's compensation policies shall be obtained to meet the requirements of law.

D. All policies shall contain a provision, if available, that such policies may not be canceled or substantially modified, by any party, without at least ten (10) days prior written notice to the Association and to each holder of a first mortgage on any Unit in the Condominium which is listed as a scheduled holder of a first mortgage in the insurance policy.

E. Such other insurance as the Board of the Association may determine to be necessary from time to time.

Section 5. PROCEEDS. The Board may engage the services of any bank or trust company authorized to do business in Wyoming to act as trustee or agent on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds under any policy provided for in Section 4. A. of this Article. In the event of any loss resulting in the destruction of the major portion of one or more Units, the Board shall engage an institutional trustee as aforesaid upon the written demand of the mortgagee or Owner of any Unit so destroyed. The fees of such institutional trustee shall be common expenses.

Section 6. INSURANCE TRUSTEE. The declaration or other appropriate constituent document of the condominium shall provide that notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom such Association may enter into any Insurance Trust Agreement or any successor to such trustee, who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this purpose.

ARTICLE XIII ASSESSMENTS

Section 1. GENERAL AUTHORITY. The Association, through its Board, shall have the power to make, levy and collect regular and special assessments for Common Expenses and such other assessments as are provided for by the provisions of this Declaration and all other expenses declared by the Directors of the Association to be Common Expenses from time to time.

Section 2. PURPOSES. Without limiting the generality of Section 1 of this Article, assessments shall be levied for Common Expenses, which shall include, but not be limited to, the following:

A. All maintenance, repairs, reconstruction and replacements to the General Common Elements, whether located inside or outside the Units. The Limited Common Elements shall be maintained as General Common Elements.

B. Damages to the interior or any part of a Unit or Units resulting from the painting, maintenance, repair, emergency repair, reconstruction or replacement of any of the General Common Elements or as a result of emergency repairs within another Unit at the instance of the Association.

C. Expenses of administration, operation and management, including management fees, and wages for Association or Management Firm employees and legal and accounting fees.

D. Taxes and special assessments until separately assessed.

E. Premiums for all insurance which the Association is required or permitted to maintain.

F. Common water, sewer, electricity, snow removal and trash collection charges. There may be only one water connection to each building for the three units within each building. The Association shall determine water charges based on estimated usage or alternatively may install separate water meters to each unit.

G. Deficits remaining from previous assessment periods.

H. Creation of reasonable contingency, reserve, working capital and sinking funds.

I. Expenses for alterations, additions to or improvements on the Limited or General Common Elements; and

J. Any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners or which are declared Common Expenses by the terms of this Declaration, the Certificate of Incorporation or the By-Laws of the Association, or the Rules and Regulations of the Association.

Section 3. UNIT OWNER'S GENERAL LIABILITY. All Common Expenses levied against Unit Owners and Units shall be on a uniform basis in the same proportion as the percentages of the undivided shares in the ownership of the Common Elements unless specifically otherwise provided for herein, without increase or diminution for the existence, or lack of existence, or any exclusive right to use a part of the Limited Common Elements. Should the Association be the owner of any Unit(s), the assessments, which would otherwise be due and payable to the Association or others by the owner of such Unit(s) shall be a Common Expense as the same relates to the collection of such sums from

the Unit Owners to pay the Association's obligations. Declarant's liability shall be as specified in Article VII of this Declaration.

Section 4. PAYMENT. The assessments of the Association levied against the Unit Owner and his Unit shall be payable in such installments, and at such times, as may be determined by the Board of Directors of the Association.

Section 5. EMERGENCIES. If assessments levied are, or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, the Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem necessary.

A. RESERVE FUND. The Board of Directors of the Association in assessing for Common Expenses shall include therein a sum to be collected and maintained as a reserve fund for replacement of Common Elements for the purpose of enabling the Association to replace structural elements and mechanical equipment constituting a part of the Common Elements, as well as the replacement of personal property which may be a portion of the Condominium Property.

B. OPERATING RESERVE FUND. The Board of Directors of Association in assessing for common expenses may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial security during periods of special stress. Such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by Unit Owners or as a result of emergencies.

C. WORKING CAPITAL FUND. Upon acquisition of record title to a Unit from Declarant, each Owner shall contribute to the capital of the Association an amount equal to one-sixth (1/6) the amount of the then annual assessment for the Unit as determined by the Board. This amount shall be paid by owner, as buyer, at closing on the Unit and disbursed therefrom to the Association. Within one hundred twenty (120) days after close of the first sale of a Unit by Declarant, as seller, Declarant shall deposit with the Association an amount equal to one-sixth (1/6) of the then annual assessment for any and all Units not yet sold within one hundred twenty (120) days of the sale of the first condominium. Upon the closing of any Unit for which the Working Capital fund was prepaid by Declarant, the buyer shall reimburse the Declarant for the amount it paid to the fund. Amounts paid pursuant to this Section 5. C. shall not be considered as advance payment of regular assessments.

Section 6. SEPARATE PROPERTY. All monies collected by the Association shall, unless the same is collected for the benefit of others, be the separate property of the Association. Such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of the provisions of this Declaration. All monies received from assessments may be co-mingled with other monies held by the Association. All assessments received by the Association shall be held for the benefit of the Unit Owners. No Unit Owner shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his Unit. Such funds, shall not be subject to attachment or levy by a

creditor or judgment creditor of a Unit Owner. When the owner of a Unit shall cease to be a member of the Association by the divestment of his ownership of such Unit, the Association shall not be required to account to such owner for any share of the funds or assets of the Association.

Section 7. **DEFAULT.** The payment of any assessment or installment thereof due to the Association shall be in default if such payment is not paid to the Association when due. If in default for in excess of ten (10) days, the delinquent assessment, or delinquent installments thereof and all advances permitted herein, shall bear interest at the rate of eighteen percent (18%) per annum. In addition, a late charge as determined by the Board of Directors, which is acknowledged not to be a penalty, shall be then due and payable. In the event that any Unit Owner is in default in payment of any assessments or installments thereof owed to the Association, said Unit Owner shall be liable for all costs of collecting the same, including reasonable attorney's fees and court costs.

Section 8. **NO WAIVER.** No Unit Owner may exempt himself from liability for any assessment levied by waiver of the use or enjoyment of any of the General Common Elements or by abandonment of the Unit for which the assessments are made or in any other manner.

Section 9. **LIEN.** The Association is hereby granted a lien upon each Condominium Unit, together with a lien on all tangible personal property located within said Unit (except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record), which lien shall secure the payment of all monies from each Unit Owner for which he is liable to the Association, including all assessments, interest and expenses provided for in this Declaration and reasonable attorneys' fees incurred as an incident to the enforcement of said lien. The lien granted to the Association may be recorded in the public records and foreclosed by any appropriate suit or proceeding at law or in equity. The Association may also foreclose by advertisement and sale as provided by the laws of the State of Wyoming. The lien granted to the Association shall further secure such advances for taxes and payments on account of Institutional Mortgages, liens or encumbrances which may be advanced by the Association in order to preserve and protect its lien.

Section 10. **PROVISO.** a) In the event that any Institutional Mortgagee shall acquire title to any Unit by virtue of either foreclosure of a first mortgage, or a deed in lieu thereof, such acquirer of title, its successors and assigns, shall not be liable for the share of General Common Expenses or assessments by the Association pertaining to the Condominium Unit or chargeable to the former Unit Owner of the Unit which became due prior to acquisition of title as a result of the foreclosure. Any claim of lien filed after the recordation of the first mortgage, shall be subordinate to the first mortgage on the Unit. The unpaid share of Common Expenses or assessments are General Common Expenses collectible from all of the Unit Owners, including such acquirer and his successors and assigns. Nothing herein contained shall be construed as releasing the party liable for such delinquent assessments from the payment thereof or the enforcement of collection of such payment by means other than foreclosure. Delinquent assessments shall not pass to successors in title or interest, unless assumed by them, but rather the Unit Owner shall remain personally liable for the delinquent assessment. Thereafter, all Unit

Owners, of any nature, including, without limitation, a purchaser at a foreclosure sale or judicial sale shall be liable for all assessments, both for General Common Expenses or otherwise, coming due while he is the Unit Owner.

b) Notwithstanding anything contained in sub-paragraph a) above, should a Mortgagee foreclose and there be an overage resulting from the foreclosure sale, the Mortgagee shall pay to the Association the outstanding General Common Expenses, assessments, or other charges owed the Association by that Owner, and the remainder shall be paid to the Owner.

Section 11. MECHANICS' LIEN RIGHTS AND INDEMNIFICATION

Subsequent to the completion of any building, no labor performed or materials furnished and incorporated in a Unit with the consent or at the request of the Unit Owner, or the owner's agent, contractor or subcontractor, shall be the basis for filing a lien against any other Units whose owners have not expressly consented to or requested the same, or against the General Common Elements appurtenant to such other units. Each Unit Owner agrees to indemnify, and to hold each of the other Unit Owner's harmless from and indemnified against, any and all loss, cost, damage and expense, including reasonable attorneys' fees, due to mechanics' or materialman's liens filed or claimed against other condominium Units or their appurtenant interest in the General Common Elements, for labor, materials, services or other products delivered to, employed on, or incorporated in such Owner's Unit. All payments, costs and expenses, including attorneys' fees, incurred by the Association, Management Firms or any of the other Unit Owners in releasing such liens or otherwise due to any such liens, shall be forthwith reimbursed by such Unit Owner, and such Unit Owner shall be liable to the Association, Management Firms or such other Unit Owners paying such sums, for the payment of interest at the highest rate chargeable to individuals in the State of Wyoming on all such sums paid or incurred by the Association, Management Firms or such other Unit Owners, and such sums, with interest, shall constitute a lien on the Unit, may be collected through foreclosure or in a civil action against such Unit Owner, and such Unit Owner shall also pay all costs of collection, including reasonable attorneys' fees.

Section 12. CERTIFICATE OF STATUS OF ASSESSMENTS. Upon payment of a reasonable fee as determined by the Board and upon the written request of any Owner, mortgagee or prospective mortgagee of a Unit, the Manager or the Board shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to the subject Unit, the amount of the current assessment and the date or dates that such assessment becomes due, and credit for any advance payments of assessments and for prepaid items, such as insurance premiums, but not including accumulated amounts for reserves or sinking funds, if any. Such statement shall be conclusive upon the Association and the Board in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied within twenty (20) days of receipt, all unpaid assessments which become due prior to the date of making such request shall be subordinate to the rights of the person requesting such statement.

Section 13. NO OCCUPANCY UNTIL ASSESSMENTS PAID. In any voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments of any nature, incurred prior to the time of such

voluntary conveyance. Any person who acquires an interest in a Unit, except through foreclosure of a first mortgage, including without limitation, persons acquiring title by operation of law, shall not be entitled to occupancy of such Unit until such time as all unpaid assessments and all court costs and attorneys' fees, if any, incurred by the Association due and owing by the former Unit Owner, have been paid in full.

Section 14. NO ELECTION OF REMEDIES. The institution of a suit at law for collection of any delinquent assessment may be maintained without waiving the lien securing the same. Proceeding by foreclosure to attempt to effect such collection shall not be deemed an election precluding the institution of suit at law for collection of the same. All Unit Owners do hereby waive pleading the theory of "elections of remedies" in any such proceedings.

ARTICLE XIV MANAGEMENT AGREEMENT

Section 1. MANAGEMENT CONTRACT. The Board may contract with any firm, person or corporation for the operation of the Condominium and the management, maintenance and repair of the Condominium Property. The Board is authorized to delegate to any such Management Firm all the powers and duties of the Association which are contained in any such agreement between the parties.

Section 2. BINDING EFFECT. Each Unit Owner, his heirs, successors and assigns, shall be bound by said Management Agreement to the same extent and effect as if he had executed said Management Agreement for the purposes therein expressed, including, but not limited to:

A. Adopting, ratifying, confirming and consenting to execution of said Management Agreement by the Association.

B. Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners and the Association as provided therefor in said Management Agreement.

C. Ratifying, confirming and approving each and every provision of said Management Agreement, and acknowledging that all of the terms and provisions thereof, including the Management Firm's fees, are fair and reasonable.

D. Agreeing that the persons acting as directors and officers of the Association entering into such Management Agreement have not breached any of their duties or obligations to the Association. It is specifically recognized that some or all the persons comprising the original Board of Directors and Officers of the Association may be Stockholders, Officers and Directors of the Declarant and Management Firm, and that such circumstances shall not and cannot be construed as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate the Management Agreement in whole or in part, except for termination of a Management Agreement as provided for in Article VIII herein.

ARTICLE XV
AMENDMENTS

Except as herein or elsewhere provided, this Declaration may be amended in the following manner:

Section 1. NOTICE. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

Section 2. PROPOSAL OF AMENDMENT. An amendment may be proposed by either the unanimous vote of the Board of Directors of the Association, or by any member of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary within 10 days after the meeting. The Declarant shall be entitled to vote all Units owned by it. Except as elsewhere provided, a proposed amendment must be approved by not less than 80% of the entire membership of the Association.

Section 3. PROVISIO. Except as otherwise provided in this document:

A. No amendment shall alter a Unit Owner's percentage in the General Common Elements, alter his proportionate share in the Common Expense or Common Surplus, change a Unit Owner's voting rights, or alter the basis for apportionment of assessment which may be levied by the Association against a Unit Owner without the written consent of the Institutional Mortgagee affected.

B. No amendment shall be passed which shall impair or prejudice the rights and priorities of any Institutional Mortgagee without the written consent of the Institutional Mortgagee affected.

C. Until the last Unit is sold, no amendments to this Declaration shall be made or shall be effective without the written approval of the Declarant.

D. Prior to the recordation with the County Clerk of a deed from the Declarant, the Declarant without the joinder of any other person, may amend any of the provisions of this Declaration by filing an amendment with the County Clerk.

Section 4. EXECUTION AND RECORDING. Except as otherwise provided in this Declaration, a copy of each amendment shall be attached to a certificate, executed by the President and attested to by another officer of the Association, certifying that the amendment was duly adopted. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records.

ARTICLE XVI
RELIEF

Section 1. RELIEF. Each Unit Owner and the Association shall be governed by and shall comply with the provisions of this Declaration, the Certificate of Incorporation and the By-Laws of the Association. A violation thereof shall entitle the appropriate party to the following relief: an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, or any other action available pursuant to the Condominium Act or law. Suit may be sought by the Association, Management Firm, Declarant, or, if appropriate, by one or more Unit Owners and the prevailing party shall be entitled to recover reasonable attorneys' fees. Each Unit Owner acknowledges that the failure to comply with any of the provisions of this Declaration shall or may constitute an injury to the Association, Management Firm, Declarant or the other Unit Owners, and that such injury may be irreparable.

Section 2. COSTS AND ATTORNEYS' FEES. In any proceeding arising because of an alleged default, act, failure to act, or violation by the Unit Owner or Association, including the enforcement of any lien granted pursuant to this Declaration, the Management Firm, Declarant, Association or Unit Owner, which ever is appropriate, shall be entitled to recover the costs of the proceeding, including reasonable attorneys' fees. Further, in the event proceedings are instituted by or against the Declarant, Management Firm, or any individual connected with the same (including but not limited to the Declarant, or the initial directors of the Association) for any reason whatsoever, including but not limited to 1) actions for declaratory judgment, 2) claim that any of the above have not complied with their obligations under this Declaration, or 3) that any provision of the same is unconscionable, unfair (or the like) or violates any State or Federal law or regulation, and if the Declarant, Management Firm, and individuals connected with the same are the prevailing party or parties then, and in that event, they shall be entitled to recover all costs of the proceedings. Said recoverable costs shall include, but are not limited to, reasonable attorneys' fees at all levels of the proceedings, including appeals, together with all costs, including those not normally allowable in actions at law such as, but not limited to, copies of depositions, whether or not used at trial; travel expenses for witnesses traveling from outside of Teton County for the purpose of testifying at trial or deposition; expert witnesses; fees for testifying at trial or deposition, together with such additional fees as the expert witness may charge the said party in connection with his preparation for giving such testimony; witness subpoenas issued to insure the presence of witnesses at deposition or at trial whether or not the witness shall actually appear or be called upon to testify.

Section 3. NO WAIVER. The failure of Management Firms, or the Declarant to enforce any right, provision, covenant, or condition created or granted by this Declaration shall not constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.

Section 4. RIGHTS CUMULATIVE. All rights, remedies and privileges granted to the Association, Management Firm, Declarant or Unit Owner pursuant to any of the provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election or remedies, nor shall it

preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity. Each Unit Owner agrees in any proceeding brought pursuant to the provisions hereof not to plead or defend the same on the theory of "election of remedies".

Section 5. VENUE/WAIVER OF TRIAL BY JURY. Every Unit Owner or Occupant and all persons claiming any interest in a Unit agrees that in any suit or proceeding brought pursuant to the provisions of this Declaration, such suit shall be brought in the Small Claims Court of Teton County, Wyoming, the Circuit Court of Teton County, Wyoming, or the District Court Ninth Judicial District for Teton County, Wyoming, as the same is now constituted or any court in the future that may be the successor to the courts contemplated herein. All such parties, except the Declarant or Management Firms, do further waive the right to trial by jury and consent to a trial by the court without a jury.

Section 6. APPOINTMENT OF AGENT/PROVISO. Should suit be instituted, the Unit Owners or Occupants do hereby irrevocably appoint the Secretary of State of the State of Wyoming as their Agent for the acceptance of service of process should, at the time of such service of process, any such person not be residing in Teton County, Wyoming. The provisions hereof shall not be applicable to the Declarant or Management Firms.

ARTICLE XVII FIRST MORTGAGE HOLDERS' RIGHTS

Section 1. NOTICES OF ACTION. A holder, insurer or guarantor of a first mortgage, upon written request to the Association, (such request to state the name and address of such holder, insurer or guarantor and the unit number), will be entitled to timely written notice of:

A. Any proposed amendment of the condominium instruments affecting a change in 1) the boundaries of any Unit or the exclusive easement rights appertaining thereto, 2) the interests in the General or Limited Common Elements appertaining to any unit or the liability for common expenses appertaining thereto, 3) the number of votes in the Association appertaining to any unit or 4) the purposes to which any Unit or the Common Elements are restricted;

B. Any proposed termination of the condominium regime;

C. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

D. Any delinquency in the payment of assessments or charges owed by a Unit Owner subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of 60 days;

E. Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

Section 2. ADDITIONAL PROVISION/CONDEMNATION.

A. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the declaration and the original plans and specifications unless the approval of the Eligible Holders of first mortgages on Units to which at least 51% of the votes of Units subject to mortgages held by such Eligible Holders are allocated, is obtained.

B. No reallocation of interests in the Common Elements resulting from a partial condemnation or partial destruction of the condominium project may be effected without the approval of the Eligible Holders of first mortgages on units to which at least 51% of the votes of Units subject to mortgages held by such Eligible Holders are located.

C. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common elements, or part thereof, by the condemning authority. Accordingly, each Unit Owner hereby appoints the Association as attorney-in-fact for such purpose.

D. In the event of a taking or acquisition of part or all of the Common Elements by a condemning authority, the ward or proceeds of settlement shall be payable to the Association, or any Trustee, to be held in trust for Unit Owners and their first mortgage holders as their interests may appear.

ARTICLE XVIII
MISCELLANEOUS RIGHTS OF DECLARANT

Section 1. CONFLICT OF INTERESTS. No representative of the Declarant serving on the Board of Directors of the Association shall be required to disqualify himself from any vote upon any management contract, lease or other matter between the Declarant or Management Firms and the Association where the Declarant or Management Firms may have a pecuniary or other interest. Declarant, as a member of Association, shall not be required to disqualify itself in any vote which may come before the membership of the Association upon any management contract, lease, or other matter where Declarant may have a pecuniary or other interest, nor shall any conflict of interest be a cause of partial or total invalidity of the matter voted upon whether or not such vote was necessary for the adoption, ratification, or execution of the same.

Section 2. RIGHT TO USE FACILITIES. Notwithstanding any provisions of this Declaration to the contrary, the Declarant shall have the right to use and occupy any unsold Unit, the General Common Elements and any of the Limited Common Elements, the exclusive use of which have not been assigned, for the purpose of a Sale Office, Management Office, model unit, or for any other purpose, specifically including the right to rent any and all unsold units upon any terms and conditions deemed appropriate by

Declarant. Until the Declarant has conveyed the last Unit, the Declarant shall not be subject to the use or other restrictions contained in any of the provisions of this Declaration, provided the Declarant's use thereof does not unreasonably interfere with the rights of the other Unit Owners.

ARTICLE XIX
MISCELLANEOUS

Section 1. REGISTRATION OF MAILING ADDRESS AND NOTICE REQUIREMENTS. Each Unit Owner shall register one, and no more than one, mailing address with the Board. All notices or demands intended to be served upon a Unit Owner shall either be served personally or be sent by Certified Mail, postage prepaid, Return Receipt Requested, addressed in the name of the Unit Owner at such mailing address. Any notice or demand so mailed shall be deemed given and received twenty four (24) hours after it is deposited in the United States mail. Notices to the Association shall be delivered or mailed as provided for above, to the Secretary of the Association, or in the case of the Secretary's absence, then to the President of the Association.

Notices to the Declarant shall be made by delivery to Declarant at:

P. O. Box 12828
Jackson, WY 83002

Section 2. CONSTRUCTION. All of the provisions of this Declaration shall be construed in accordance with the Laws of the State of Wyoming. This construction shall govern in all matters, including matters of substantive and procedural law.

Section 3. GENDER. Unless the contrary appears to have been intended, words in the plural number shall include the singular and words in the singular shall include the plural, and words of the male gender shall include the female gender and the neuter gender.

Section 4. CAPTIONS. The captions to the paragraphs of this Declaration are intended for convenience only and are not deemed to be all inclusive as to the matters contained in such paragraphs or considered in connection with the construction of any of the provisions of this Declaration.

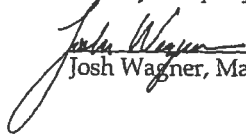
Section 5. SEVERABILITY. If any term or provision of this Declaration, or the application thereof to any person or circumstance, shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Declaration, or the application of such term or provision to persons or circumstances other than those to which such term may be held invalid or unenforceable, shall not be affected thereby and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

Section 6. ALTERNATIVE DISPUTE RESOLUTION. In the event any dispute should arise between the Owners or an Owner and the Association other than for the payment of a general or special assessment, prior to filing a lawsuit, the same shall

first be submitted to mediation with the parties mutually selecting an unbiased mediator in Teton County, Wyoming.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on this 23rd day of February, 2009.

R M Bar, LLC, a Wyoming limited liability company:



Josh Wagner, Manager

STATE OF WYOMING)
)
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this 23rd day of February, 2009 by Josh Wagner as Manager of R M Bar, LLC.

WITNESS my hand and official seal.



Notary Public
My Commission Expires: 10/18/2012

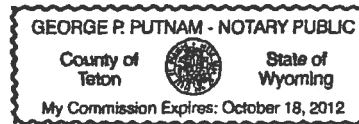


Exhibit A

Unit Number	Square Footage	Ownership Percent of GCE
Unit 100	895.5	11%
Unit 101	602	7%
Unit 102	2,806.6	34%
Unit 200	805	10%
Unit 201	565	7%
Unit 202	2,568	31%

5

**Declaration of Restrictive Covenants
for Employee Housing Unit
Located at 20 Pioneer Lane**

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

THIS AGREEMENT is made and entered into this 26th day of January, 2009, by RM Bar, LLC, a Wyoming limited liability company (hereinafter also referred to as "Owner") and the Town of Jackson, Wyoming, (herein after referred to as the "Town").

WITNESSETH

WHEREAS, the Owner holds the fee ownership interest in real property, located at 20 Pioneer Lane in Teton County, Wyoming, hereinafter referred to as "Real Property" and more specifically described as follows:

Lots 1 and 2 of the Shockley Subdivision, Teton County, Wyoming according to that plat recorded in the Office of the Teton County Clerk on September 3, 1963 as Plat No. 153.

PIN: 22-41-16-34-1-09-001

which Real Property has been approved for a Development Plan #P06-103 (the "Development Plan") to allow for, among other things, a two-story commercial office building approximately 3,890 square feet in size, with a basement residential unit permitted to be employee housing ; and

WHEREAS, this Agreement imposes the covenants recited below only with respect to Unit 200, which is an employee housing unit located in the basement of said two-story commercial office building (the "Unit").

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the Owner and Town hereby covenant and agree as follows:

1. As housing for employees of Teton County, Wyoming, Owner shall provide one (1) employee housing unit (the "Unit") 805 square feet in size. The unit is identified as #200.
2. The Unit will be available for occupancy by employees of the Owner, and as otherwise provided for herein, all as a condition of the issuance of a certificate of occupancy for the Unit.
3. The term of this Agreement shall continue until such time as the Development Plan for the Real Property is amended with formal approval by the Town.

GRANTOR: RM BAR LLC ET AL
GRANTEE: THE PUBLIC
Doc 0747876 bk 722 pg 489-492 Filed At 13:52 ON 03/11/09
Sherry L. Daigle Teton County Clerk fees: 17.00
By Michele Fairhurst Deputy

4. Owner hereby covenants that the Unit shall at all times remain an employee rental unit available for rental as described herein. The Owner may transfer or otherwise convey the Unit provided such transfer or conveyance is subject to the terms of this Agreement.
5. The use and occupancy of the Unit shall, during the term of this Agreement, be limited exclusively to "qualified employee(s)," as defined by the Teton County Housing Authority (hereinafter referred to as "TCHA") at rental rates not to exceed 30% of the gross income of each "qualified employee" residing in a Unit. The gross annual income of said "qualified employee" may not exceed 120% of the median household income in Teton County, Wyoming as determined by the current year's published Federal Department of Housing & Urban Development median income chart for Teton County, Wyoming. The "qualified employee" shall also either be employed in Teton County for an average of at least thirty (30) hours per week or have expected employment in Teton County for an average of at least thirty (30) hours per week pursuant to advance employment verification documents.
6. No immediate family of the Owner(s) shall occupy the Unit. For an owner who is a natural person, "immediate family" shall mean a person related by blood or marriage to the Owner and said person's child(ren). For an owner that is not a natural person, "immediate family" shall mean a person related by blood or marriage to the Owner's principals and said person's child(ren). Nor shall the Unit be used as a guesthouse or guest facility.
7. Written verification of income and employment in Teton County of any employee proposing to rent the Unit is required to be obtained by the Owner of the Unit prior to occupancy thereof and upon each extension or renewal of any lease therefore. The Owner shall maintain these records for a period of two (2) years and make them available for review by TCHA and/or Town.
8. The Unit shall be offered for rent in periods of no less than one (1) month. A signed and executed copy of all leases executed or renewed, and the employment verification documents relating thereto, shall be made available for review to TCHA and/or Town by the Owner upon initial lease of a Unit to an employee and for each rental period thereafter. Reasonable monitoring of the Unit and lease records will be permitted upon reasonable notice by the TCHA and/or Town.
9. The Unit may be vacant intermittently between tenancies to allow for proper verification, advertisement for qualified employees and reasonable maintenance. However, the Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by TCHA and/or Town. If any Unit is vacant for more than sixty (60) days without approval, then TCHA may assist the Owner to locate qualified employee(s) to rent the Unit.

10. The Unit shall not be occupied by a number of persons in excess of those that would be permitted under the Teton County Land Development Regulations, or the Teton County Affordable Housing Guidelines, or TCHA Policies and Procedures in place at the time. Exceptions to this provision may be made by TCHA and/or Town for good cause and in situations where housing design and/or employee familial status justifies.
11. Persons employed by Owner shall be given first priority to rent the Unit. In the event there are no persons directly employed by the Owner that qualify to rent the Unit, the Unit shall then be offered and marketed to other qualified employees not employed by Owner.
12. The Owner of the Unit shall be responsible for the cost and expense to keep and maintain both the interior of the Unit, and the 10 & 20 Pioneer Lane Owners' Association (the "Association") shall maintain the exterior of the Unit and any adjacent open space areas. In accordance with and subject to the Declaration for the Condominium, the Association shall keep the building in which the Unit is located and the adjacent open space areas insured, in a state of good repair, and in a safe and clean condition, reasonable wear and tear and/or negligent or intentional damage by tenants excepted.
13. The covenants contained in this Agreement shall constitute covenants running with the Real Property as a burden thereon and for the benefit of, and shall be specifically enforceable by the Town and TCHA, or their respective successors.

IN WITNESS WHEREOF we have executed this instrument to be effective as of the date set forth above.

Owner

R M Bar, LLC, a Wyoming limited liability company:

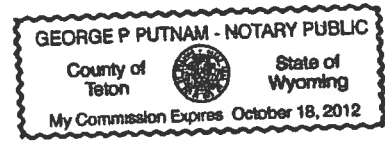
By: Josh Wagner
 Josh Wagner
 Manager

STATE OF WYOMING)
) ss.
 COUNTY OF TETON)

On the 23rd day of February, 2009 the foregoing instrument was acknowledged before me by Josh Wagner Manager of R M Bar, LLC.

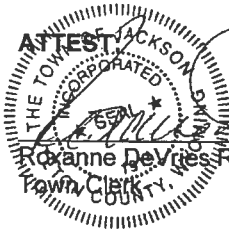
WITNESS my hand and official seal

George P. Putnam
Notary Public
My Commission expires 10/18/2012



TOWN OF JACKSON

Mark Barron
Mark Barron
Mayor

ATTEST

Roxanne DeVries Robinson
Roxanne DeVries Robinson
Town Clerk

TETON COUNTY HOUSING AUTHORITY
Acknowledgement at to Form

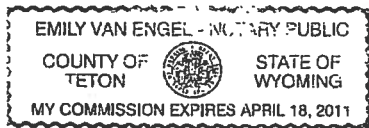
Christine Walker
Christine Walker
Executive Director

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On the 26 day of January, 2009 the foregoing instrument was acknowledged before me by Christine Walker, as Executive Director of the Teton County Housing Authority.

WITNESS my hand and official seal

Emily Van Engel
Notary Public
My Commission expires 4/18/2011



④

**Declaration of Restrictive Covenants
for Employee Housing Unit
Located at 10 Pioneer Lane**

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

THIS AGREEMENT is made and entered into this 26th day of January, 2009, by RM Bar, LLC, a Wyoming limited liability company (hereinafter also referred to as "Owner") and the Town of Jackson, Wyoming, (herein after referred to as the "Town")

WITNESSETH

WHEREAS, the Owner holds the fee ownership interest in real property, located at 10 Pioneer Lane in Teton County, Wyoming, hereinafter referred to as "Real Property" and more specifically described as follows:

Lots 1 and 2 of the Shockley Subdivision, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on September 3, 1963 as Plat No. 153

PIN 22-41-16-34-1-09-001

which Real Property has been approved for a Development Plan #P06-102 (the "Development Plan") to allow for, among other things, a two-story commercial office building approximately 3,890 square feet in size, with a basement residential unit permitted to be employee housing ; and

WHEREAS, this Agreement imposes the covenants recited below only with respect to Unit 100, which is an employee housing unit located in the basement of said two-story commercial office building (the "Unit").

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the Owner and Town hereby covenant and agree as follows:

- 1 As housing for employees of Teton County, Wyoming, Owner shall provide one (1) employee housing unit 895 square feet in size. The unit is identified as #100.
- 2 The Unit will be available for occupancy by employees of the Owner, and as otherwise provided for herein, all as a condition of the issuance of a certificate of occupancy for the Unit.
- 3 The term of this Agreement shall continue until such time as the Development Plan for the Real Property is amended with formal approval by the Town.

1 of 4

GRANTOR: RM BAR LLC ET AL
GRANTEE: THE PUBLIC
Doc 0747873 bk 722 pg 485-488 Filed At 13:50 ON 03/11/09
Sherry L. Dalgle Teton County Clerk fees: 17.00
By Michele Fairhurst Deputy

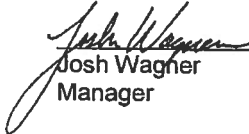
- 4 Owner hereby covenants that the Unit shall at all times remain an employee rental unit available for rental as described herein. The Owner may transfer or otherwise convey the Unit provided such transfer or conveyance is subject to the terms of this Agreement.
- 5 The use and occupancy of the Unit shall, during the term of this Agreement, be limited exclusively to "qualified employee(s)," as defined by the Teton County Housing Authority (hereinafter referred to as "TCHA") at rental rates not to exceed 30% of the gross income of each "qualified employee" residing in a Unit. The gross annual income of said "qualified employee" may not exceed 120% of the median household income in Teton County, Wyoming as determined by the current year's published Federal Department of Housing & Urban Development median income chart for Teton County, Wyoming. The "qualified employee" shall also either be employed in Teton County for an average of at least thirty (30) hours per week or have expected employment in Teton County for an average of at least thirty (30) hours per week pursuant to advance employment verification documents.
- 6 No immediate family of the Owner(s) shall occupy the Unit. For an owner who is a natural person, "immediate family" shall mean a person related by blood or marriage to the Owner and said person's child(ren). For an owner that is not a natural person, "immediate family" shall mean a person related by blood or marriage to the Owner's principals and said person's child(ren). Nor shall the Unit be used as a guesthouse or guest facility.
- 7 Written verification of income and employment in Teton County of any employee proposing to rent the Unit is required to be obtained by the Owner of the Unit prior to occupancy thereof and upon each extension or renewal of any lease therefore. The Owner shall maintain these records for a period of two (2) years and make them available for review by TCHA and/or Town.
- 8 The Unit shall be offered for rent in periods of no less than one (1) month. A signed and executed copy of all leases executed or renewed, and the employment verification documents relating thereto, shall be made available for review to TCHA and/or Town by the Owner upon initial lease of a Unit to an employee and for each rental period thereafter. Reasonable monitoring of the Unit and lease records will be permitted upon reasonable notice by the TCHA and/or Town.
- 9 The Unit may be vacant intermittently between tenancies to allow for proper verification, advertisement for qualified employees and reasonable maintenance. However, the Unit shall not be vacant for a period greater than sixty (60) days, unless authorized by TCHA and/or Town. If any Unit is vacant for more than sixty (60) days without approval, then TCHA may assist the Owner to locate qualified employee(s) to rent the Unit.

10. The Unit shall not be occupied by a number of persons in excess of those that would be permitted under the Teton County Land Development Regulations, or the Teton County Affordable Housing Guidelines, or TCHA Policies and Procedures in place at the time. Exceptions to this provision may be made by TCHA and/or Town for good cause and in situations where housing design and/or employee familial status justifies.
11. Persons employed by Owner shall be given first priority to rent the Unit. In the event there are no persons directly employed by the Owner that qualify to rent the Unit; the Unit shall then be offered and marketed to other qualified employees not employed by Owner.
12. The Owner of the Unit shall be responsible for the cost and expense to keep and maintain both the interior of the Unit, and the 10 & 20 Pioneer Lane Owners' Association (the "Association") shall maintain the exterior of the Unit and any adjacent open space areas. In accordance with and subject to the Declaration for the Condominium, the Association shall keep the building in which the Unit are located and the adjacent open space areas insured, in a state of good repair, and in a safe and clean condition, reasonable wear and tear and/or negligent or intentional damage by tenants excepted.
13. The covenants contained in this Agreement shall constitute covenants running with the Real Property as a burden thereon and for the benefit of, and shall be specifically enforceable by the Town and TCHA, or their respective successors.

IN WITNESS WHEREOF we have executed this instrument to be effective as of the date set forth above.

Owner

R M Bar, LLC, a Wyoming limited liability company:



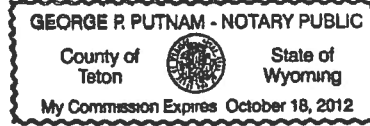
 Josh Wagner
 Manager

STATE OF WYOMING)
) ss.
 COUNTY OF TETON)

On the 23RD day of ~~January~~ ^{FEBRUARY 28}, 2009 the foregoing instrument was acknowledged before me by Josh Wagner as Manager of R M Bar, LLC.

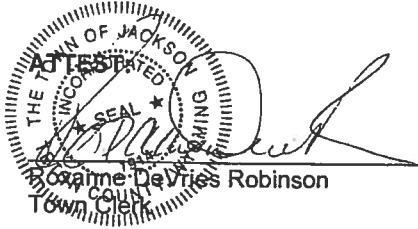
WITNESS my hand and official seal

George R. Putnam
Notary Public
My Commission expires 10/18/2012



TOWN OF JACKSON

Mark Baron
Mark Baron
Mayor



TETON COUNTY HOUSING AUTHORITY
Acknowledgement as to form

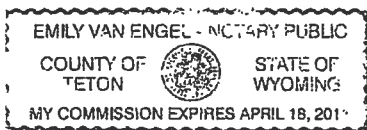
Christine Walker
Christine Walker
Executive Director

STATE OF WYOMING)
) ss
COUNTY OF TETON)

On the 26 day of January, 2009 the foregoing instrument was acknowledged before me by Christine Walker, as Executive Director of the Teton County Housing Authority.

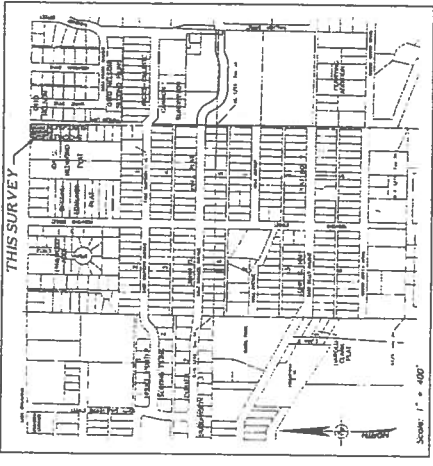
WITNESS my hand and official seal

Emily Engel
Notary Public
My Commission expires 4/18/2011





VICINITY MAP



CERTIFICATE OF SURVEY

State of Wyoming }
County of Teton }
Town of Jackson }
I, Thomas A. Scott, of legal age, hereby certify that by the authority of the entire Board of Directors of Pioneer Lane Condominium Addition to the Town of Jackson...

That this certain 0.34 acre more or less, located in the NW 1/4 NE 1/4 Section 34, T. 41 N., R. 116 W., 6th P.M., Teton County, Wyoming, is being conveyed to the Town of Jackson...

By commission expires 10/1/2010

CERTIFICATE OF DEDICATION

State of Wyoming }
County of Teton }
Town of Jackson }
I, Susan Bussell, do hereby certify that the water distribution and sewer collection facilities designed for the foregoing subdivision are adequate...

By commission expires 10/1/2010

CERTIFICATE OF ACCEPTANCE

State of Wyoming }
County of Teton }
Town of Jackson }
The foregoing subdivision, 10 & 20 Pioneer Lane Condominium Addition to the Town of Jackson, was approved by the Board of Commissioners of the Town of Jackson...

By commission expires 10/1/2010

CERTIFICATE OF MORTGAGE

State of Wyoming }
County of Teton }
Town of Jackson }
I, Thomas A. Scott, of legal age, do hereby certify that the mortgagee, Pioneer Lane Condominium Addition to the Town of Jackson, is a duly organized and existing corporation...

That the mortgagee is a duly organized and existing corporation under the laws of the State of Wyoming, and that the mortgagee is authorized to execute and record this mortgage...

By commission expires 10/1/2010

CERTIFICATE OF ADJUSTMENT

State of Wyoming }
County of Teton }
Town of Jackson }
The foregoing instrument was acknowledged before me by Thomas A. Scott, Manager, Pioneer Lane Condominium Addition to the Town of Jackson...

By commission expires 10/1/2010

CERTIFICATE OF ADJUSTMENT

State of Wyoming }
County of Teton }
Town of Jackson }
The foregoing instrument was acknowledged before me by Thomas A. Scott, Manager, Pioneer Lane Condominium Addition to the Town of Jackson...

By commission expires 10/1/2010

OWNER & APPLICANT:
RW BAR, LLC
P.O. Box 9140
JACKSON, WY 83002
SUBDIVISION:
PIONEER LANE CONDOMINIUM ADDITION
P.O. Box 1143
JACKSON, WY 83001
PHONE: 307-733-2087
ENGINEER:
TETON ENGINEERING
P.O. Box 1589
JACKSON, WY 83001
PHONE: 307-733-2087
ZONING DISTRICT:
OFFICE-PROFESSIONAL
LOI SUMMARY:
NUMBER OF LOTS: 2
TOTAL ACRES: 0.4 ACRES (16,913.3 sq.)
NUMBER OF CONDOMINIUM UNITS: 6
COMMERCIAL UNITS: 4
RESIDENTIAL UNITS: 2
NUMBER OF UNITS PER ACRE: 15.43
ACRES OF EXTERIOR COMMON ELEMENTS: 0.34 ACRES (14,984.94 sq.)

NO PUBLIC MAINTENANCE OF STREETS OR ROADS WITHIN THIS SUBDIVISION WILL BE CONNECTED TO THE TOWN OF JACKSON WATER SUPPLY SYSTEM...
EMERGENCY VEHICLE ACCESS SHALL BE GRANTED ACROSS ALL PROPOSED PARKING AREAS...
SELLER DOES NOT WARRANT TO PURCHASER THAT HE HAS ANY RIGHTS TO THE NATURAL FLOW OF ANY STREAM WITHIN OR ADJACENT TO THE SUBDIVISION...
WORKING LANE DOES NOT RECOGNIZE ANY RIVERBANK RIGHTS OR ADJACENT TO THE SUBDIVISION...
RIVER FOR PATRONS LIVING ON THE BANKS OF THE STREAM OR RIVER

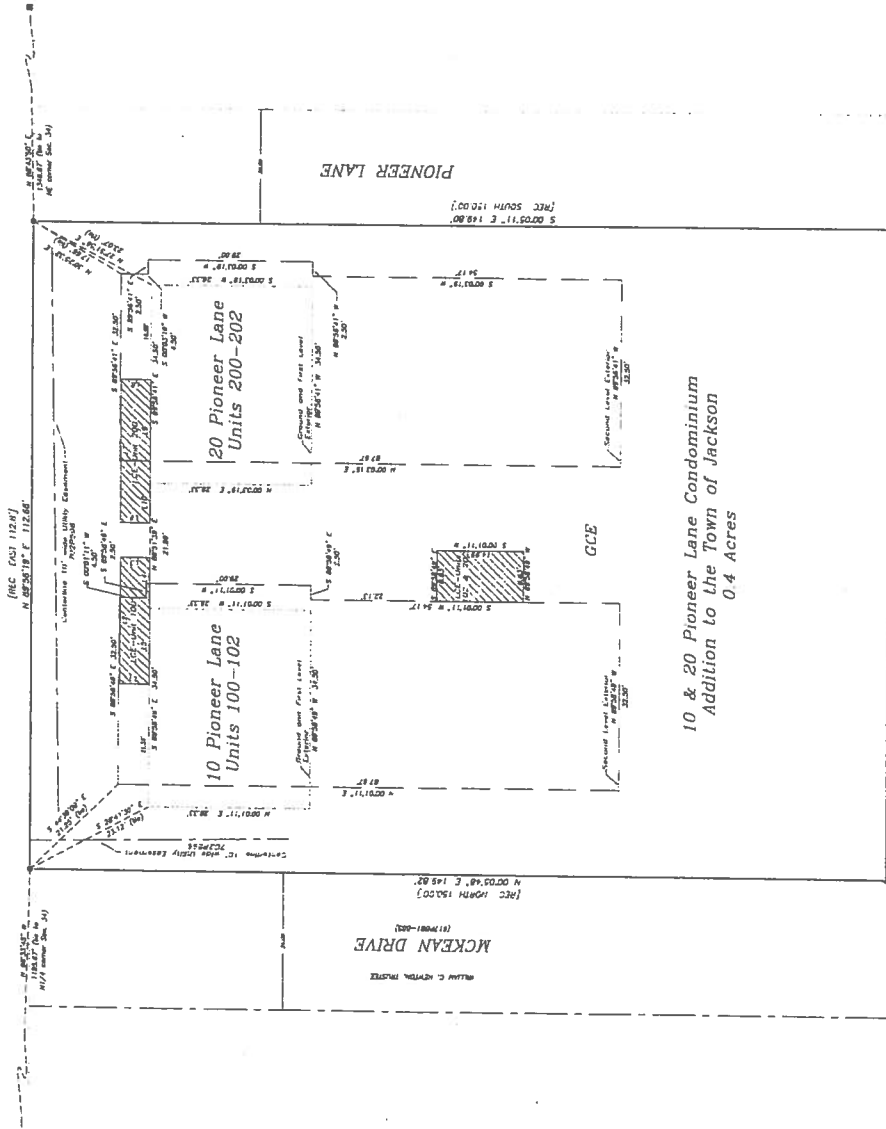
1260
10 & 20 Pioneer Lane Condominium Addition
to the Town of Jackson
Being identical with
Lots 1 & 2
Shockley Subdivision, Plat No. 153
Located in
NW 1/4 NE 1/4 Section 34
T. 41 N., R. 116 W., 6th P.M.,
TETON COUNTY, WYOMING

Submitted Date: December 1, 2008
Final Submittal Revision: February 10, 2009
Pioneer Lane Condominium Addition
100 S. Weber St.
Jackson, WY 83001
Phone: 307-733-2087
Fax: 307-733-2089
www.pioneerlanecondominium.com



N 90°00'00" W 2056.30' (base bearing per Plat No. 110)

EAST BROADWAY
(20' from Right-of-Way)



LEGEND

- indicates on iron pipe with 3" diameter brass cap inscribed "PLS 164" and appropriate date found this survey
- indicates a 3" diameter steel re-bar with no cap found this survey
- ⊗ indicates a steel re-bar with chrome cap inscribed "PLS 378" found this survey
- indicates a 3" diameter steel re-bar with aluminum cap inscribed "10821" and this survey
- Boundary Line 10 & 20 Pioneer Lane Condominium
- - - - - Adjacent Lot Line
- - - - - Tie to Building
- - - - - Record Easement Line
- - - - - Section Line
- - - - - Perimeter of Condominium Building Ground and First Level
- - - - - Perimeter of Condominium Building Second Level
- - - - - Limited Common Element
- - - - - General Common Element

GCS

PIONEER LANE

20 Pioneer Lane Units 200-202

10 Pioneer Lane Units 100-102

GCE

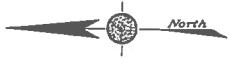
10 & 20 Pioneer Lane Condominium Addition to the Town of Jackson
0.4 Acres

MCKEAN DRIVE

LINE TABLE

LINE NO.	BEARING	DISTANCE	REMARKS
1	N 90°00'00" W	2056.30'	East Broadway
2	S 00°00'00" E	1000.00'	Corner of Section 34
3	N 00°00'00" E	1000.00'	Corner of Section 34
4	S 00°00'00" E	1000.00'	Corner of Section 34
5	N 00°00'00" E	1000.00'	Corner of Section 34
6	S 00°00'00" E	1000.00'	Corner of Section 34
7	N 00°00'00" E	1000.00'	Corner of Section 34
8	S 00°00'00" E	1000.00'	Corner of Section 34
9	N 00°00'00" E	1000.00'	Corner of Section 34
10	S 00°00'00" E	1000.00'	Corner of Section 34
11	N 00°00'00" E	1000.00'	Corner of Section 34
12	S 00°00'00" E	1000.00'	Corner of Section 34
13	N 00°00'00" E	1000.00'	Corner of Section 34
14	S 00°00'00" E	1000.00'	Corner of Section 34
15	N 00°00'00" E	1000.00'	Corner of Section 34
16	S 00°00'00" E	1000.00'	Corner of Section 34
17	N 00°00'00" E	1000.00'	Corner of Section 34
18	S 00°00'00" E	1000.00'	Corner of Section 34
19	N 00°00'00" E	1000.00'	Corner of Section 34
20	S 00°00'00" E	1000.00'	Corner of Section 34

NOTES
1) Base of Bearing = NAD83/00 by using north line of Section 34, T4N, R110W, 6th P.M., Teton County, Wyoming, as a station on the line S. Redmond Plat No. 113.
2) Elevations given are based on NGS Vertical Control Point V-40, NWD 25, Elevation = 6234.02'.



10 & 20 Pioneer Lane Condominium Addition to the Town of Jackson
Being identical with Lots 1 & 2
Shockey Subdivision, Plat No. 153
Located in NW1/4 NE1/4 Section 34 T. 4N., R. 115 W., 6th P.M., TETON COUNTY, WYOMING

1260

Professional Engineer
No. 1260
State of Wyoming
William C. Kephth
1000 East Broadway
Jackson, WY 83002
Phone: 337-2200
Fax: 337-2200



LEGEND

NOTE: The following terminology is in accordance with the Condominium Delineation Act, Wyoming Statutes, §§22-2-101 through §22-2-107.

--- Unfinished exterior wall of the building

--- Eminent Line

--- Change in ceiling height

--- Change in structural slab

--- Tie to set corner or structural column

--- Boundary of Building Along/Over (for reference)

UNIT 201 indicates the unit number affixed to the individual air space unit.

(1.1') indicates the dimension between the unfinished wall of the building and the boundary of the air space unit.

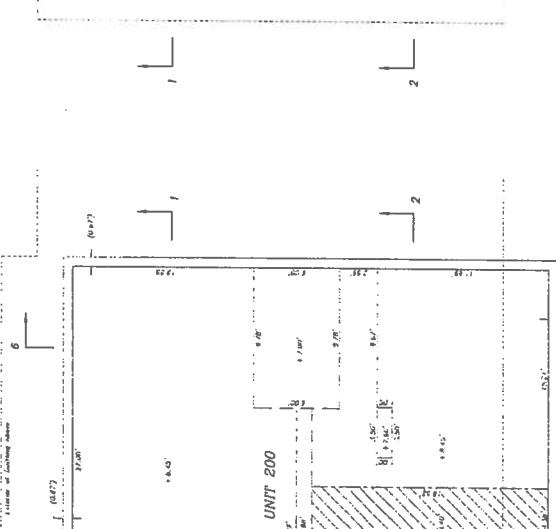
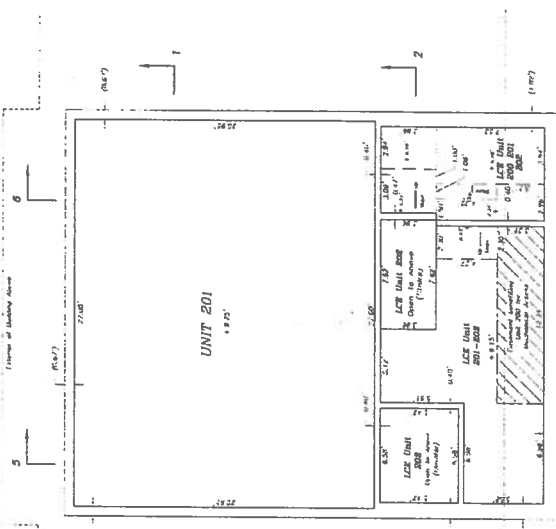
4'-0" indicates a ceiling height above structural slab.

() = Typical structural column or GCI mechanical chase - 8.0" indicated in plan.

2 Line and number of cross-section.

GCI General Common Element

LCE Unit 201 Limited Common Element and apartment unit designation.



COMMON ELEMENT EXPLANATION

Units Common Elements indicate a limited common element as shown herein and as specified in the Declaration of Condominium Addition to the 20 Pioneer Lane Condominium Addition to the Town of Jackson.

20 Pioneer Lane First Floor

UNIT 101

LCE Unit 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120

20 Pioneer Lane Ground Floor

UNIT 100

LCE Unit 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120

NOTES:

1) The plan views and sections were prepared from architectural plans and from final measurements conducted October and November 2008.

2) Elevations given are based on NGS Vertical Control Point V46, NAD 29, Elevation = 8234.02'.

3) Measurements to one-hundredth of a foot are for the consideration one are not necessary to the building balances.

4) All building angles are 90.0° unless noted otherwise.

UNIT FLOOR ELEVATIONS
(Unless noted otherwise)

10 Pioneer Lane - Ground Floor = 8266.97'

10 Pioneer Lane - First Floor = 8278.97'

10 Pioneer Lane - Second Floor = 8308.97'

20 Pioneer Lane - Ground Floor = 8266.97'

20 Pioneer Lane - First Floor = 8278.97'

20 Pioneer Lane - Second Floor = 8308.97'

10 Pioneer Lane First Floor

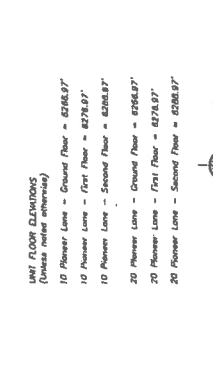
UNIT 101

LCE Unit 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120

10 Pioneer Lane Ground Floor

UNIT 100

LCE Unit 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120



10 & 20 Pioneer Lane Condominium Addition
to the Town of Jackson
Being identical with
Lots 1 & 2
Shockley Subdivision, Plat No. 153
Located in
NW1/4 NE1/4 Section 34
T. 41 N., R. 116 W., 6th P.M.,
TETON COUNTY, WYOMING

PROJECT NUMBER: 100-09
DATE: 11/10/08
DRAWN BY: J. W. HARRIS
CHECKED BY: J. W. HARRIS
DATE: 11/10/08

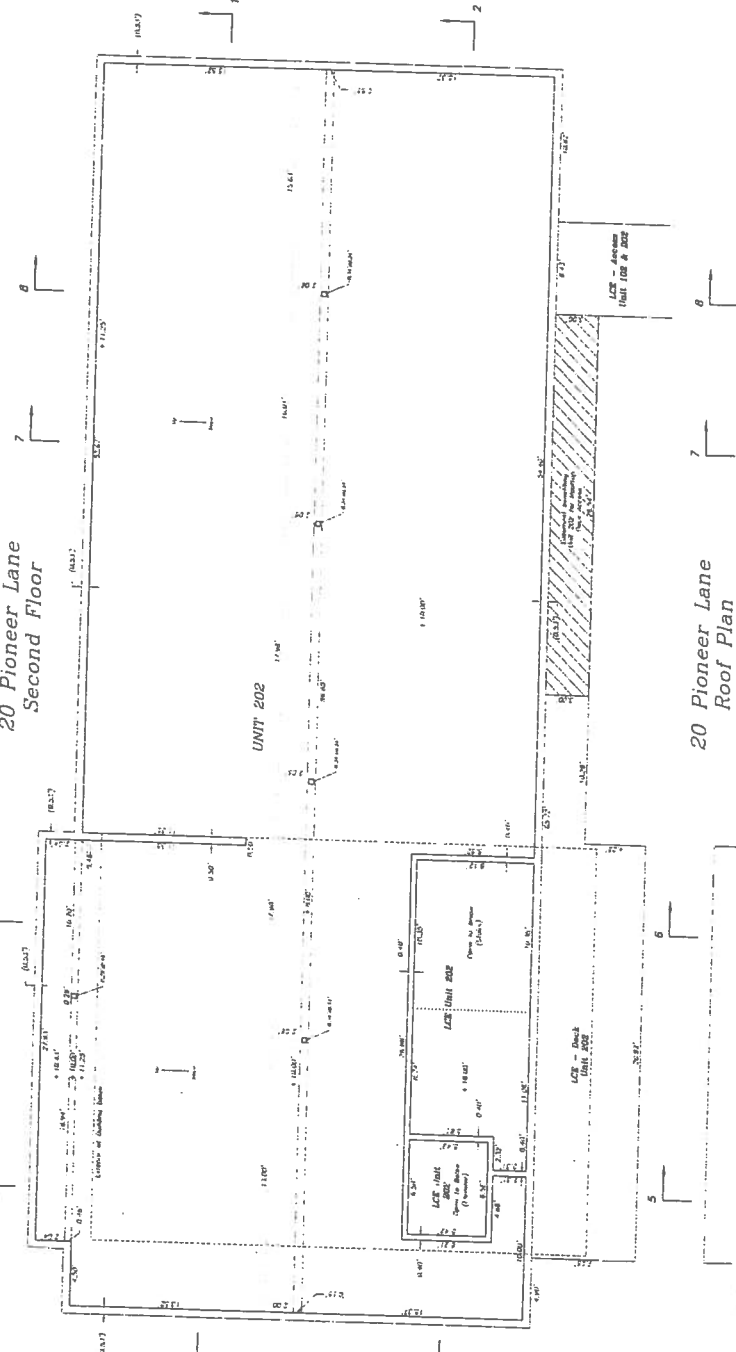
10 Pioneer Lane
First Floor

260

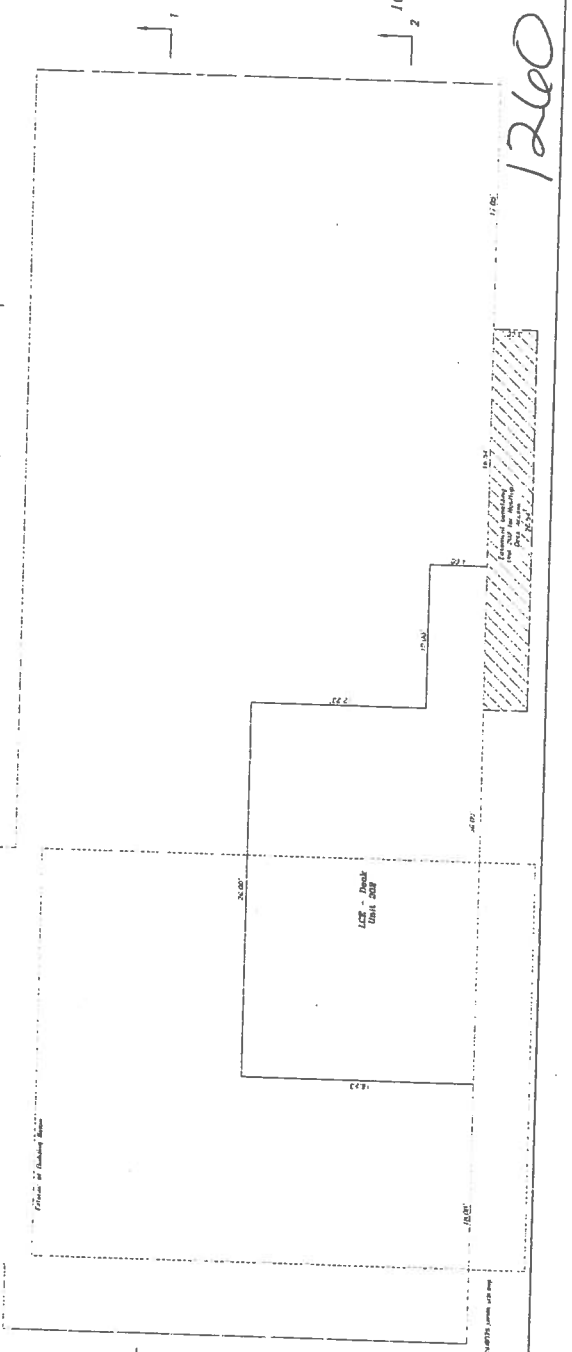
10 Pioneer Lane
Ground Floor

PROJECT NUMBER: 100-09
DATE: 11/10/08
DRAWN BY: J. W. HARRIS
CHECKED BY: J. W. HARRIS
DATE: 11/10/08

20 Pioneer Lane
Second Floor



20 Pioneer Lane
Roof Plan



LEGEND

- NOTE: The following terminology is in accordance with the Wyoming Building Code, Wyoming Statutes, 10-2-201, and Wyoming Statutes, 10-2-201 through 10-2-201 (a).
- Unfinished exterior wall of the building
 - Elevation Line
 - Change in ceiling height
 - Change in structural slab
 - (R) to full corner or structural column
 - Boundary of Building Allowance/Block (for reference)
- UNIT 204 indicates the unit number defining the horizontal extent of the building and the vertical extent of the unit (see note).
- 11.11' indicates an air space unit dimension
- 3.0' indicates a ceiling height above structural slab
- () - [] Physical structural column or CCE mechanical chase - size indicated on plan
- 2 Line and number of cross-section
- LCE Unit 200 Limited Common Element and apartment unit designation
- LCE General Common Element
- LCE Unit 200 Limited Common Element and apartment unit designation

COMMON ELEMENT EXPLANATION

Limited Common Element - Indicates a limited common element reserved for the exclusive use of the Declarator of Condominium for 10 & 20 Pioneer Lane Condominium Addition to the Town of Jackson.

NOTES:

- 1) The plan views and sections were prepared from architectural plans and from final measurements conducted between and November 2000.
- 2) Elevations given are based on NGS Vertical Control Point VAD, WAD 95; Elevation = 8234.02'
- 3) Measurements to one-hundredth of a foot are for the purpose of construction and are not necessarily the building tolerances.
- 4) All building angles are 90.0° unless noted otherwise.

UNIT FLOOR ELEVATIONS
(Unless noted otherwise)

- 10 Pioneer Lane - Ground Floor = 8256.97'
- 10 Pioneer Lane - First Floor = 8278.97'
- 10 Pioneer Lane - Second Floor = 8298.97'
- 20 Pioneer Lane - Ground Floor = 8256.97'
- 20 Pioneer Lane - First Floor = 8278.97'
- 20 Pioneer Lane - Second Floor = 8298.97'



10 & 20 Pioneer Lane Condominium Addition
to the Town of Jackson
Being identical with
Lots 1 & 2
Located in
Shockley Subdivision, Plat No. 153
NW1/4 NE1/4 Section 34
T. 41 N., R. 116 W. 6th P.M.,
TETON COUNTY, WYOMING

1260

Project No. 10-03
Drawn by: J. S. [Name]
Checked by: [Name]
Date: February 20, 2006



LEGEND

NOTE: The following terminology is in accordance with the Condominium Ownership Act, Wyoming Statutes, 1992, and amendments Sections 3-1-2 through 3-1-20-10.

- Boundary of air space unit
- - - - - Unfinished exterior wall of the building
- Exterior Wall
- - - - - Change in ceiling height
- - - - - Change in structural slab
- - - - - Tie to air corner or structural column
- - - - - Boundary of Building Above/Below (for reference)
- UNIT 204 indicates the unit number defining the individual air space unit
- (18.2) indicates the dimension between the unfinished wall of the building and the boundary of the air space unit
- 11.1 indicates an air space unit dimension
- 45' indicates a ceiling height above structural slab
- () = [] Typical structural column or OCE mechanical chase - size indicated on plan
- 2 Line and number of cross-section
- OCE General Common Element
- LZE Unit 204 Limited Common Element and apartment unit designation

COMMON ELEMENT EXPLANATION

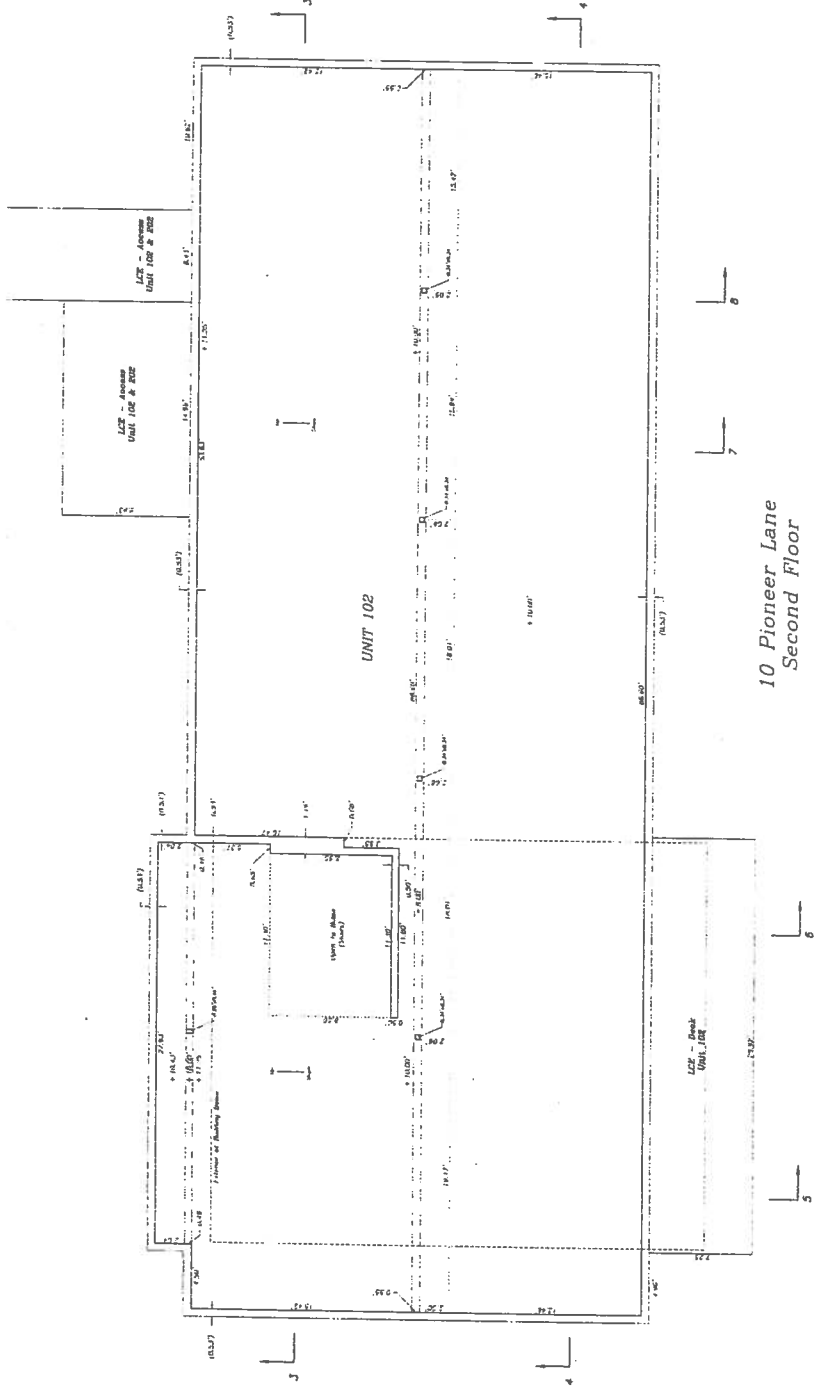
Limited Common Element - indicates a limited common element which is not a structural element and is not a mechanical element as shown herein and as specified in the Declaration of Condominium for 10 & 20 Pioneer Lane Condominium Addition to the Town of Jackson.

NOTES:

- The elevations and sections were prepared from architectural plans and from field measurements conducted October and November 2008.
- Elevations given are based on NCS Vertical Central Point V40, MVD 29, Elevation = 6234.02'.
- Measurements to one-hundredth of a foot are for the convenience of the owner and are not necessarily the building tolerance.
- All building angles are 90.0° unless noted otherwise.

UNIT FLOOR ELEVATIONS
(Unless noted otherwise)

- 10 Pioneer Lane - Ground Floor = 6206.87'
- 10 Pioneer Lane - First Floor = 6276.87'
- 10 Pioneer Lane - Second Floor = 6286.87'
- 20 Pioneer Lane - Ground Floor = 6206.87'
- 20 Pioneer Lane - First Floor = 6276.87'
- 20 Pioneer Lane - Second Floor = 6286.87'



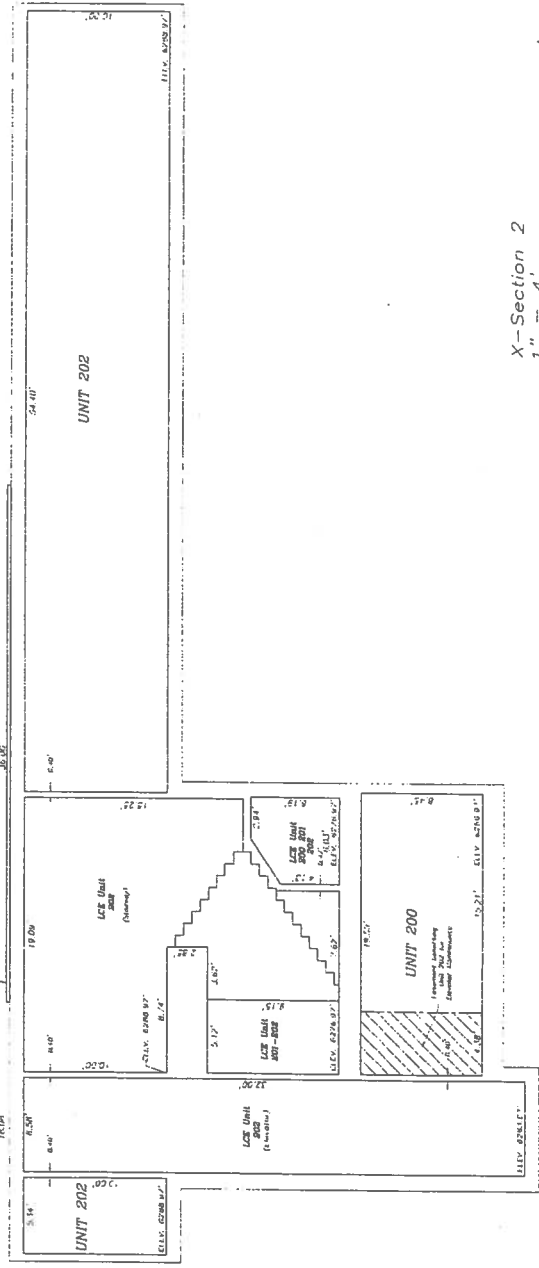
10 Pioneer Lane
Second Floor

10 & 20 Pioneer Lane Condominium Addition
to the Town of Jackson
Being identical with
Lots 1 & 2
Shockley Subdivision, Plat No. 153
Located in
NW1/4 NE1/4 Section 34
T. 41 N. R. 116 W. 60th P.M.,
TETON COUNTY, WYOMING

1200



X-Section 1
1" = 4'



X-Section 2
1" = 4'

LEGEND

- NOTE: The existing terminology is in accordance with the amendments, Section 31-20-101 through 31-20-104.
- Unfinished exterior wall of the building
 - Unfinished exterior wall of the building
 - UNIT 202 indicates the unit number defining the individual or space unit
 - (20.27) indicates the subdivision between the uncolored exterior wall of the building and the boundary of the air space unit
 - 11.21' indicates an air space unit subdivision
 - 002 General Common Element
 - 003 General Common Element
 - LCE UNIT 202 Limited Common Element and apartment unit designation
 - ELEV. 6225.37' 3rd-floor elevation

COMMON ELEMENT EXPLANATION

Limited Common Element - indicates a limited common element reserved for the exclusive use of the apartment condominium unit(s) as shown and as specified in the Declaration of Condominium for the 10 & 20 Pioneer Lane Condominium Addition to the Town of Jackson.

NOTES:

- 1) The plan view and sections were prepared from architectural plans and from final measurements conducted October 2nd, November 2008.
- 2) Elevations given are based on MGS Vertical Control Point 24, NPG 24, Elevation = 6233.024.
- 3) Measurements for one-dimensional or a foot one for the purpose of construction are not necessarily the building tolerances.
- 4) All building angles are 90.0° unless noted otherwise.

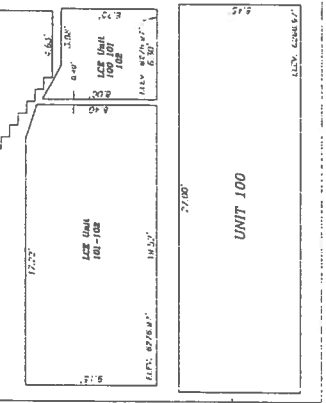
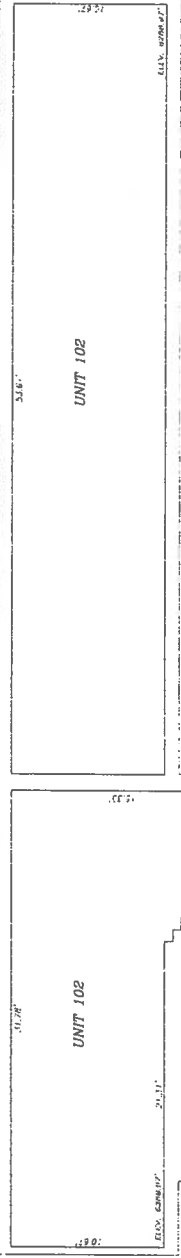
UNIT FLOOR ELEVATIONS
(Unless noted otherwise)

- 10 Pioneer Lane - Ground Floor = 6248.97'
- 10 Pioneer Lane - First Floor = 6278.97'
- 10 Pioneer Lane - Second Floor = 6268.97'
- 20 Pioneer Lane - Ground Floor = 6268.97'
- 20 Pioneer Lane - First Floor = 6278.97'
- 20 Pioneer Lane - Second Floor = 6268.97'

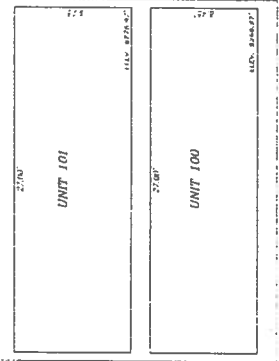
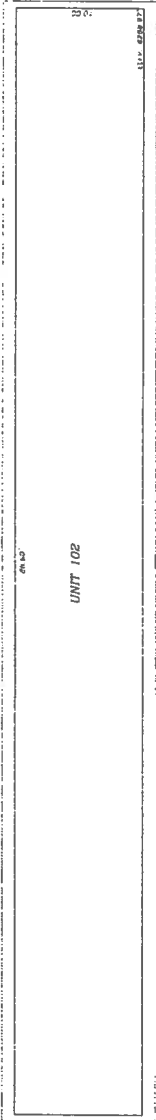


10 & 20 Pioneer Lane Condominium Addition
to the Town of Jackson
Lots 1 & 2
Shockley Subdivision, Plat No. 153
NW1/4 NE1/4 Section 34
T. 41 N., R. 116 W., 6th P.M.,
TETON COUNTY, WYOMING

1260



X-Section 3
1" = 4'



X-Section 4
1" = 4'

LEGEND

- NOTE:** The following nomenclature is in accordance with the Condominium Ownership Act, Wyoming Statutes, effective commencing Section 31-20-101 through 31-20-104.
- Boundary of air space unit
 - Unfinished exterior wall of the building
 - UNIT 100 indicates the unit number defining the individual air space unit
 - (1/17) indicates the dimension between the unfinished exterior wall of the building and the boundary of the air space unit
 - (1/18) indicates an air space unit dimension
 - CEC General Common Element
 - LOC Unit 100 Limited Common Element and apartment unit designation
 - CLCY 6235.37' Sub-floor elevation

COMMON ELEMENT EXPLANATION

Limited Common Element - indicates a limited common element reserved for the exclusive use of the apartment condominium unit(s) for 10 & 20 Pioneer Lane Condominium Addition to the Town of Jackson.

NOTES:

- 1) The plan views and sections were prepared from architectural floor area 2000, October 2000.
- 2) Elevation plans are based on NGS Vertical Control Point M40, MVD 39, Elevation = 8234.02'
- 3) Measurements to one-hundredth of a foot are for the purpose of correlation and are not necessarily the building tolerances.
- 4) All building angles are 90.0° unless noted otherwise.

UNIT FLOOR ELEVATIONS
(Unless meter otherwise)

- 10 Pioneer Lane - Ground Floor = 6266.97'
- 10 Pioneer Lane - First Floor = 8276.97'
- 10 Pioneer Lane - Second Floor = 8286.97'
- 20 Pioneer Lane - Ground Floor = 6266.97'
- 20 Pioneer Lane - First Floor = 8276.97'
- 20 Pioneer Lane - Second Floor = 8286.97'

10 & 20 Pioneer Lane Condominium Addition
to the Town of Jackson
Being identical with
Lots 1 & 2
Shockey Subdivision, Plat No. 153
Located in
NW1/4 NE1/4 Section 34
T. 41 N., R. 116 W., 6th P.M.,
TETON COUNTY, WYOMING

1260



LEGEND

NOTE: The following terminology is in accordance with the Condominium Ownership Act, Wyoming Statutes, §20-2-101, et. seq., and the Uniform Condominium Act, §2-101, et. seq., through §2-109, et. seq.

Boundary of air space unit

UNIT 202 indicates the unit number defining the individual air space unit

(A-17) indicates the difference between the unfinished exterior wall of the building and the boundary of the air space unit

11.1' indicates an air space unit dimension

CGE General Common Element

LCE Unit 202 Limited Common Element and appurtenant unit designation

ELEV. 6223.33' Sub-floor elevation

COMMON ELEMENT EXPLANATION

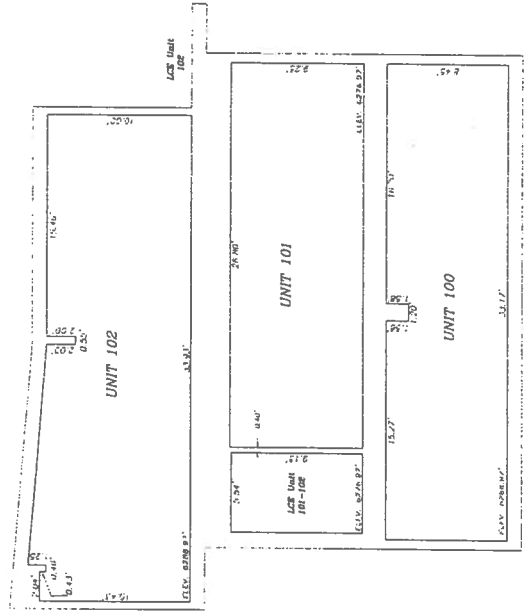
Limited Common Element - indicates a limited common element reserved for the exclusive use of the apartment condominium unit(s) for 10 & 20 Pioneer Lane Condominium Addition to the Town of Jackson.

NOTES:

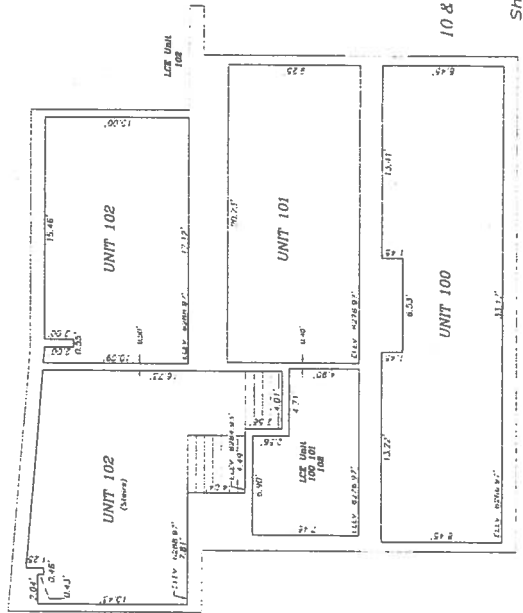
- 1) The plan views and sections were prepared from measurements taken on-site on October and November 2005.
- 2) Elevation given are based on MGS Vertical Control Point V40, MVD 29, Elevation = 6234.02'.
- 3) Measurements to one-hundredth of a foot are for the purpose of correlation and are not necessarily the building dimensions.
- 4) All building angles are 90.0° unless noted otherwise.

UNIT FLOOR ELEVATIONS
(Unless noted otherwise)

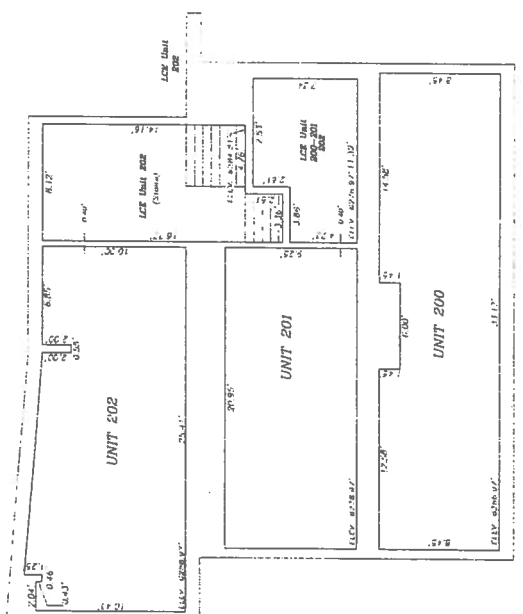
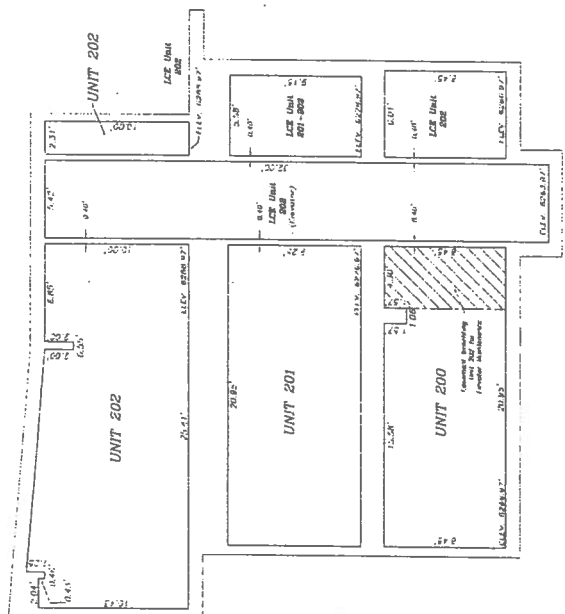
- 10 Pioneer Lane - Ground Floor = 6266.97'
- 10 Pioneer Lane - First Floor = 6276.97'
- 10 Pioneer Lane - Second Floor = 6286.97'
- 20 Pioneer Lane - Ground Floor = 6266.97'
- 20 Pioneer Lane - First Floor = 6276.97'
- 20 Pioneer Lane - Second Floor = 6286.97'



X-Section 5
1" = 4'



X-Section 6
1" = 4'



10 & 20 Pioneer Lane Condominium Addition
to the Town of Jackson
Being Identical With
Lots 1 & 2
Shockley Subdivision, Plat No. 153
Located In
NW1/4 NE1/4 Section 34
T. 41 N., R. 116 W., 6th P.M.,
TETON COUNTY, WYOMING

1260



James L. Pritchard, Inc.
Professional Engineer
100 S. W. 10th St.
Teton, Wyoming 83429

LEGEND

NOTES: The building footprint is in accordance with the Condominium Ownership Act, Wyoming Statutes, 2-2-20, 2-2-21, 2-2-22, 2-2-23, 2-2-24, 2-2-25, 2-2-26, 2-2-27, 2-2-28, 2-2-29, 2-2-30, 2-2-31, 2-2-32, 2-2-33, 2-2-34, 2-2-35, 2-2-36, 2-2-37, 2-2-38, 2-2-39, 2-2-40, 2-2-41, 2-2-42, 2-2-43, 2-2-44, 2-2-45, 2-2-46, 2-2-47, 2-2-48, 2-2-49, 2-2-50, 2-2-51, 2-2-52, 2-2-53, 2-2-54, 2-2-55, 2-2-56, 2-2-57, 2-2-58, 2-2-59, 2-2-60, 2-2-61, 2-2-62, 2-2-63, 2-2-64, 2-2-65, 2-2-66, 2-2-67, 2-2-68, 2-2-69, 2-2-70, 2-2-71, 2-2-72, 2-2-73, 2-2-74, 2-2-75, 2-2-76, 2-2-77, 2-2-78, 2-2-79, 2-2-80, 2-2-81, 2-2-82, 2-2-83, 2-2-84, 2-2-85, 2-2-86, 2-2-87, 2-2-88, 2-2-89, 2-2-90, 2-2-91, 2-2-92, 2-2-93, 2-2-94, 2-2-95, 2-2-96, 2-2-97, 2-2-98, 2-2-99, 2-2-100.

Boundary of air space unit

UNIT 202 indicates the unit number defining the individual air space unit

(R37) indicates the dimension between the unlabelled exterior wall of the building and the boundary of the air space unit

11.37' indicates an air space unit dimension

11.43' indicates an air space unit dimension

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COMMON ELEMENT EXPLANATION

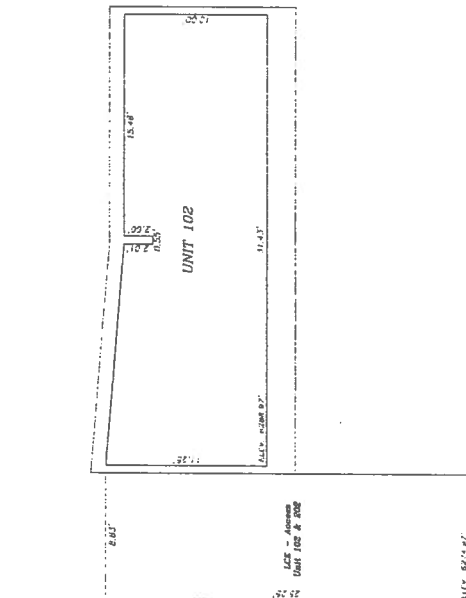
Limited Common Element - indicates a limited common element reserved for the exclusive use of the apartment condominium unit(s) in the building. The limited common element is shown in blue for 10 & 20 Pioneer Lane Condominium Addition to the Town of Jackson.

NOTES:

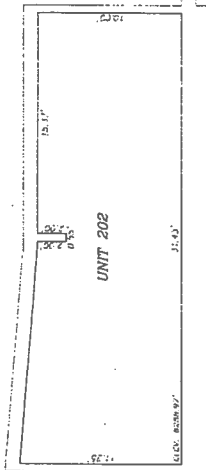
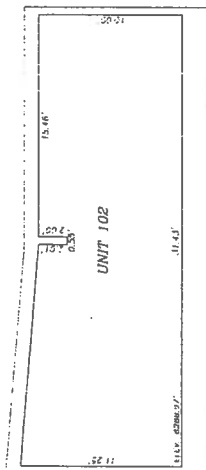
- 1) The plan views and sections were prepared from architectural plans one from final measurements conducted on 10/14/2020 and November 2020.
- 2) Elevation 1144.000' is the MGS Vertical Control Point 144.000' 20' Elevation = 8234.02'.
- 3) Measurements to a depth of 4 feet are for the purpose of correlation and are not necessarily the building tolerances.
- 4) All building angles are 90.0° unless noted otherwise.

UNIT FLOOR ELEVATIONS
(Unless noted otherwise)

- 10 Pioneer Lane - Ground Floor = 8266.97'
- 10 Pioneer Lane - First Floor = 8276.97'
- 10 Pioneer Lane - Second Floor = 8286.97'
- 20 Pioneer Lane - Ground Floor = 8266.97'
- 20 Pioneer Lane - First Floor = 8276.97'
- 20 Pioneer Lane - Second Floor = 8286.97'



X-Section 7
1" = 4'



X-Section 8
1" = 4'

10 & 20 Pioneer Lane Condominium Addition
to the Town of Jackson
Being identical with
Lots 1 & 2
Shockley Subdivision, Plot No. 153
Located in
NW1/4 NE1/4 Section 34
T. 41 N., R. 116 W., 6th P.M.,
TETON COUNTY, WYOMING

1260