DECLARATION OF CONDOMINIUM

for

PEARL AT JACKSON CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON

RELEASED	
INDEXED	✓
ABSTRACTED	✓
SCANNED	

GRANTOR: PEARL AT JACKSON INC
GRANTEE: THE PUBLIC
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By Mary Smith Deputy

Declaration of Condominium

for

Pearl at Jackson Condominiums Addition to the Town of Jackson

This DECLARATION OF CONDOMINIUM FOR PEARL at JACKSON CONDOMINIUMS ADDITION TO THE TOWN OF JACKSON (this "Declaration") is made this 15th day of December, 2009, by Pearl at Jackson, Inc., a Wyoming corporation (the "Declarant"), pursuant to the Condominium Ownership Act, Wyoming Statute Section 34-20-101 et. seq. (the "Act").

ARTICLE I – CREATION OF THE COMMUNITY

1.1 Purpose and Intent. The Declarant, as the owner of the real property known as Pearl at Jackson Condominiums Addition to the Town of Jackson according to that final plat recorded in the Office of the Teton County Clerk on the same date hereof (the "Properties" or "Real Property" or "Project") intends by the recording of this Declaration to create a condominium project and provide for ownership of real property under the Act. This Declaration provides for the overall development, administration, maintenance and preservation of the Real Property now or hereafter comprising the Pearl at Jackson Condominiums Addition to the Town of Jackson as a condominium community.

1.2 Type of Ownership. This Declaration and the Plat will provide a means for ownership in fee simple of separate interests in Units together with an undivided fee simple interest in the General Common Elements and Limited Common Elements, as those terms are herein defined.

1.3 Binding Effect. The Real Property described on the Final Plat of the Pearl at Jackson Condominiums Addition to the Town of Jackson, shall be owned, conveyed and used subject to all of the provisions of this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all Persons having any right, title or interest in any portion of the Real Property, their heirs, successors, successors-in-title, and assigns. This Declaration shall be enforceable in perpetuity by the Declarant, the Association, any Owner, and their respective legal representatives, heirs, successors, and assigns.

1.4 Governing Documents. The Governing Documents create a general plan of development for the Pearl at Jackson Condominiums Addition to the Town of Jackson that may be supplemented as set forth herein. In the event of a conflict between or among the Governing Documents and any such additional covenants or restrictions, the more restrictive provision shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Properties from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. The Association may, but shall not be required to, enforce any such covenants, restrictions or other instruments. All provisions of the Governing Documents shall apply to all Owners as well as their respective family members, tenants, guests and invitees. If any provision of this Declaration is determined by judgment or court order to be invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications.

ARTICLE II – DEFINITIONS

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

2.1 Affordable Housing Units. "Affordable Housing Units" means Units 108 and 109 as shown on the Condominium Plat. The Affordable Housing Units shall only be sold to "Qualified Buyers" as such term is defined by the Teton County Housing Authority and were required by the Town of Jackson as a condition of the approval of the Pearl at Jackson Condominiums Final Development Plan. Affordable Housing Units may be referred to collectively herein with the Employment-Based Units, the Luxury Units and the Penthouse Units as the "Residential Units". An individual Affordable Housing Unit may be referred to herein as an "Affordable Housing Unit" or a "Residential Unit" or a "Unit".

2.2 Association. The Pearl at Jackson Owners Association, a Wyoming nonprofit corporation, its successors or assigns. The "Articles" shall refer to those Articles of Incorporation of the Association, as they may be amended from time to time. The "Bylaws" shall refer to those Bylaws adopted by the Association, as they may be amended from time to time.

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

2.4 Board of Directors or Board. The body responsible to the Members for operations of the Association, selected as provided in the Bylaws and generally serving the same role as a board of directors under Wyoming corporate law. The Board of Directors may also be referred to as the "Board".

2.5 Building. "Building" means the structure constructed or located on the Real Property pursuant to this Declaration.

2.6 Common Elements. "Common Elements" shall mean the General Common Elements, Limited Common Elements, Limited Common Elements – Second Floor, Limited Common Elements – Third Floor, Limited Common Elements – Commercial, Limited Common Elements- Storage, Limited Common Elements – Parking, Limited Common Elements – Stairs, Limited Common Elements - Laundry and Limited Common Elements - Deck in the aggregate, or a portion thereof, as the context requires. Common Elements may also be referred to herein as "Common Element". Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Owners in the proportions provided in **Exhibit "A"** attached hereto and incorporated herein, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit, which right shall be appurtenant to the Unit.

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

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

2.9 Declarant. Pearl at Jackson, Inc., a Wyoming corporation, and/or its successors or assigns.

2.10 Employment-Based Units. "Employment-Based Units" means Units 107, 207 and 208 as shown on the Condominium Plat. Employment-Based Units may be referred to collectively herein

with the Affordable Housing Units, the Luxury Units and the Penthouse Units as the "Residential Units" An individual Employment-Based Unit may be referred to herein as an "Employment-Based Unit" or a "Residential Unit" or a "Unit".

2.11 Governing Documents. A collective term referring to this Declaration and any applicable Supplemental Declaration, the Bylaws, the Articles and the Master Rules and Regulations, if any, and as they may be amended.

2.12 Limited Common Expense. A Common Expense that does not benefit all Units, such as those expenses incurred with respect to the Limited Common Elements.

2.13 Flex Space Unit. "Flex Space Unit" means each of those Units designated as Commercial Units 101, 102, 103, 104 and 105 on the Condominium Plat, each of which will be occupied and used by Unit Owners and Occupants only for Office Use and/or Retail Use as such terms are defined in Section 4.3 hereto. Flex Space Units may be referred to collectively herein with the Office Space Unit as the "Commercial Units". An individual Flex Space Unit may be referred to herein as a "Flex Space Unit" or a "Commercial Unit" or a "Unit".

2.14 General Common Elements. "General Common Elements" means the entire Project excepting all Units and the Limited Common Elements. Without limiting the generality of the foregoing, the General Common Elements shall include (i) the driveway, parking areas, the land, the courtyards, the lobbies and corridors not designated as LCE; (ii) all appurtenances; (iii) all pipes, ducts, flues, chutes, conduits, wires and other utility installations to (but not at) the outlets; and (iv) such component parts of walls, floors, ceilings, columns, roofs and other structures and installations that are outside of the Unit boundaries as delineated or described on the Condominium Plat. General Common Elements may be referred to herein and on the Condominium Plat as "General Common Element" or "GCE".

2.15 Limited Common Elements. "Limited Common Elements" means those portions of the Common Elements as described by Wyoming Statute Section 34-20-103 as designated on the Plat or in this Declaration or in any amendment or supplement thereto, for the exclusive use of one or more but fewer than all of the Units. Limited Common Elements may be referred to herein or on the Condominium Plat as "Limited Common Element" or "LCE".

2.16 Limited Common Elements – Commercial. "Limited Common Elements – Commercial" means those Limited Common Elements for the use of the Flex Space Units and Office Space Units as may be described herein and as shown on the Condominium Plat. Limited Common Elements – Commercial may also be referred to herein and on the Condominium Plat as "Limited Common Element – Commercial", "LCE – Commercial", "LCE – C" or "Commercial Limited Common Elements".

2.17 Limited Common Elements - Deck. "Limited Common Elements – Deck" means those Limited Common Elements for the exclusive use of one or more Condominium Unit(s) as a deck as designated by the Declarant herein and/or as designated on the Condominium Plat and/or in one or more separately recorded instruments. Limited Common Elements – Deck may also be referred to herein and on the Condominium Plat as "Limited Common Elements – Deck", "LCE – Deck", "LCE – D" or "Deck Limited Common Elements".

2.18 Limited Common Elements – Laundry. "Limited Common Elements – Laundry" means those Limited Common Elements for the exclusive use of one or more Units as a laundry as designated by the Declarant herein or on the Plat and/or in one or more separately recorded instruments Limited Common Elements – Laundry may also be referred to herein and on the Plat as "Limited

Common Element – Laundry", "LCE – Laundry" or "Laundry Limited Common Elements".

2.19 Limited Common Elements – Parking. "Limited Common Elements – Parking" means those Limited Common Elements for the exclusive use of one or more Residential Unit(s) as parking as designated by the Declarant herein and/or on the Condominium Plat and/or in one or more separately recorded instruments. Limited Common Elements – Parking may also be referred to herein and on the Condominium Plat as "Limited Common Element – Parking", "LCE – Parking", "LCE – P" or "Parking Limited Common Elements".

2.20 Limited Common Elements – Second Floor. "Limited Common Elements – Second Floor" means those Limited Common Elements for the use of Residential Units 202, 203, 204, 205, 206, 207, 208 and 301 as designated on the Condominium Plat. Limited Common Elements – Second Floor may also be referred to herein and on the Condominium Plat as "Limited Common Element – Second Floor", "LCE – Second Floor", "LCE – SF" or "Second Floor Limited Common Elements".

2.21 Limited Common Elements – Storage. "Limited Common Elements – Storage" means those Limited Common Elements for the exclusive use of one or more Units as storage as designated by the Declarant herein, on the Plat and/or in one or more separately recorded instruments. Limited Common Elements – Storage may also be referred to herein and on the Plat as "Limited Common Element – Storage", "LCE – Storage", "LCE – S" or "Storage Limited Common Elements".

2.22 Limited Common Elements – Stairs. "Limited Common Elements – Stairs" means those Limited Common Elements for the exclusive use of one or more Units as a stairwell as designated by the Declarant herein, on the Plat and/or in one or more separately recorded instruments. Limited Common Elements – Stairs may also be referred to herein and on the Plat as "Limited Common Element – Stairs", "LCE – Entry", "LCE – Stairs" or "Stairs Limited Common Elements".

2.23 Limited Common Elements – Third Floor. "Limited Common Elements – Third Floor" means those Limited Common Elements for the use of the Penthouse Units as designated and as shown on the Condominium Plat. Limited Common Elements – Third Floor may also be referred to herein and on the Condominium Plat as "Limited Common Element – Third Floor", "LCE – Third Floor", "LCE – TF" or "Third Floor Limited Common Elements".

2.24 Luxury Unit. "Luxury Unit" means those certain Units designated as Residential Units 202, 203, 204, 205 and 206 on the Condominium Plat, each of which shall be occupied and used by Unit Owners and Occupants for residential and residential rental purposes only. Luxury Units may be referred to collectively herein with the Penthouse Units, the Employment-Based Units and the Affordable Housing Units as the "Residential Units". An individual Luxury Unit may be referred to herein as a "Luxury Unit" or a "Residential Unit" or "Unit".

2.25 Master Rules and Regulations. The Master Rules and Regulations are the Rules and Regulations adopted by the Board, if any, pursuant to Section 3.2 hereof.

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

2.27 Mortgage. "Mortgage" means any mortgage, deed of trust, or other security instrument by which a Unit or any part thereof is encumbered.

2.28 Mortgagee. "Mortgagee" means any person, or any successor to the interest of such person, named as the mortgagee, trust beneficiary, or creditor under any Mortgage under which the interest of any Owner, or successor to the interest of such Owner, is encumbered.

2.29 Occupant. "Occupant" means any person or persons in possession of a Unit, including Unit Owners, lessees, guests, agents, employees and invitees of such person or persons.

2.30 Office Space Unit. "Office Space Unit" means each of those Units designated as 209, 210, 211 and 212 on the Condominium Plat to be occupied and used by Unit Owners and Occupants for Office Use only as such term in defined in Section 4.3 hereof. The Office Space Unit may be referred to collectively herein with the Flex Space Units as the "Commercial Units". An Office Space Unit may be referred to herein as an "Office Space Unit" or a "Commercial Unit" or a "Unit".

2.31 Owner. "Owner" means any person or entity, including Declarant, at any time owning a Unit. The term "Owner" shall not refer to any Mortgagee, as herein defined, unless such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

2.32 Penthouse Unit. "Penthouse Unit" means those certain Units designated as Residential Units 301, 302, 303, 304 and 305 on the Condominium Plat, each of which shall be occupied and used by Unit Owners and Occupants for residential and residential rental purposes only. Penthouse Units may be referred to collectively herein with the Luxury Units, the Employment-Based Units and the Affordable Housing Units as the "Residential Units". An individual Penthouse Unit may be referred to herein as a "Penthouse Unit" or a "Residential Unit" or "Unit".

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

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

2.35 Public Records. The official records of the Clerk of Teton County, Wyoming.

2.36 Special Assessment. Assessments levied in accordance with Section 8.4.

2.37 Specific Assessment. Assessments levied in accordance with Section 8.5.

2.38 Supplemental Declaration. An instrument filed in the Public Records pursuant to Article IX that imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

2.39 Unit or Condominium Unit. "Unit" or "Condominium Unit" means those certain individual air spaces as designated and delineated on the Plat. Each Unit shall consist of that part of the Building as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and window frames, doors and door frames, and trim, as shown and numbered on the Condominium Plat. The Unit shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of its finished surfaces. All other portions of the walls, floors or ceilings (including common walls to separate Units) shall be a part of the Common

Elements. In addition, each Unit shall include the following: (a) all spaces, nonbearing interior partitions, windows, window frames, exterior doors, door frames and all other fixtures and improvements within the boundaries of the Unit; (b) all outlets, lines and ducts of utility service lines, including but not limited to power, light, gas, hot and cold water, heating and waste disposal, within the boundaries of the Unit; and (c) all heating, hot water and air conditioning apparatus exclusively serving the Unit. The interior surfaces of a perimeter window or door means such surfaces at the points at which they are located when such windows or doors are closed; the physical perimeter windows and doors themselves are part of the Common Elements as herein defined.

ARTICLE III – USE AND CONDUCT

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

3.2 Rule Making Authority.

(a) The Board shall prepare and adopt the initial Master Rules and Regulations Subject to the terms of this Article and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may modify, cancel, limit, create exceptions to, or expand the Master Rules and Regulations. The Board shall send notice by mail to all Owners concerning any such proposed action as least thirty (30) days days prior to the Board meeting at which time such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

Such action shall become effective after compliance with Section 3.2(c) below unless disapproved at a meeting of the Members by more than fifty percent (50%) of the total votes entitled to vote on the matter. The Board shall have no obligation to call a meeting of the Members to consider disapproval except upon receipt of a petition of the Members as required for special meetings in the Bylaws. Upon such petition of the Members prior to the effective date of any Board action under this Section 3.2(a), the proposed action shall not become effective until after such meeting is held, and then is subject to the outcome of such meeting.

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

(c) At least thirty (30) days prior to the effective date of any action taken under subsections (a) or (b) of this Section, the Board shall send a copy of the new rule or explanation of any changes to the Master Rules and Regulations to each Owner specifying the effective date. The Association shall provide, at no additional charge, a copy of the Master Rules and Regulations then in effect to any requesting Member or Mortgagee.

3.3 Owners' Acknowledgment and Notice to Purchasers. All Owners are given notice that use of their Unit is limited by the Master Rules and Regulations as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a deed for their Unit, acknowledges

and agrees that the use and enjoyment and marketability of his or her Unit can be affected by this Declaration and the other Governing Documents and that the Master Rules and Regulations may change from time to time. All purchasers are on notice that changes may have been adopted by the Association that are not recorded in the Public Records. Copies of the current Master Rules and Regulations or any other Governing Documents may be obtained from the Association, or if no Association has yet been formed, from the Declarant.

3.4 Signs. No signs whatsoever, including, but without limitation, commercial, political and similar, visible from neighboring Units, shall be erected or maintained upon any portion of the Building, except:

(a) Standardized unit number signs to be installed by Declarant outside the entrance of each Unit and an additional identification panel(s) may be installed by the Association on the first floor of the Building in a location to be determined by the Board.

(b) During the time of construction of improvement, job identification signs having a maximum face area of three (3) square feet per sign and of a type usually employed by contractors, subcontractors and tradesmen.

(c) Not more than one "for sale" or "for rent" sign per Unit provides such signage shall having a maximum face area of two (2) square feet and shall be approved by the Board prior to its installation, and provided that if at the time of any such desired use the Association is providing such "for sale" or "for rent" signs for the use of Owners, the sign provided by the Association shall be used, and any such sign shall be displayed in a Unit pursuant to the Master Rules and Regulations.

(d) Those signs protected by law as set forth in Section 3.5.

(e) Signs for the Commercial Units shall only be placed in those certain designated areas of the General Common Elements detailed on the sign plan attached hereto as **Exhibit "B"** and shall be in conformance with those specifications set forth on **Exhibit "B"**.

(f) Those signs permitted by the reserved right of Declarant and its agents pursuant to Section 9.2.

The Board or its designee shall have the right to enter a Unit or the Properties and remove any sign in violation of this Article III and such action shall not be deemed a trespass. The Board shall not be responsible for any damage done to a Unit, the Building or the sign in removing the non-conforming sign, and all costs of removing and caring for the non-conforming sign as incurred by the Board shall be assessed against the applicable Unit owner.

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

(a) **Equal Treatment.** Similarly situated Owners shall be treated similarly by the Board and the Association; however, the Master Rules and Regulations may differ between floors and unit types.

(b) **Displays.** The rights of Owners to display religious and holiday signs, symbols, and decorations inside their Units shall not be abridged, except that the Association may adopt reasonable time, place, and manner restrictions with respect to displays visible from outside a Unit. Such restrictions

may be contained in the Master Rules and Regulations. No rules shall regulate the content of political signs.

(c) **Household Composition**. No rule shall interfere with the freedom of Owners to determine the composition of their households, provided, however, that that the occupancy of each Unit shall be in accordance with the Town of Jackson Land Development Regulations.

(d) **Activities Within Dwellings**. No rule shall interfere with the activities carried on within the confines of dwellings. Notwithstanding the foregoing, the Association may restrict or prohibit any activities in Units that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Units, as applicable, that generate excessive noise or traffic, that create unsightly conditions visible outside a Unit, or that create an unreasonable source of annoyance as reasonably determined by the Board.

(e) **Insurance Rates**. Nothing shall be done or kept on the Properties that would increase the rate of insurance or cause the cancellation of insurance for any Unit or the Common Elements without prior written approval of the Board.

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

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

(h) **Rights to Develop**. No rule or action by the Association or Board shall impede the Declarant's right to develop the Properties or any property annexed into the regime of the Properties as provided for herein.

(i) **Unsightliness**. The Limited Common Elements, including parking spaces, hallways, stairs, decking, walkways and patios, shall be kept in a neat and orderly fashion at all times. No exterior area may be used for the storage of recreational equipment.

The limitations in subsections (a) through (i) of this Section 3.5 shall only limit rulemaking authority exercised under Section 3.2; they shall not apply to amendments to this Declaration adopted in accordance with Article XIII.

3.6 Domestic Animals. Each Luxury Unit and Penthouse Unit shall be entitled to a maximum of no more than a total of two Household Pets. All other Residential Units shall be entitled to a maximum of no more than one Household Pet. Household Pets are prohibited in all Commercial Units. The term Household Pet(s) means generally recognized Household Pets such as dogs, cats and birds. Household Pets may not be kept for any commercial purpose, may not be kept in unreasonable numbers, and may not cause an unreasonable amount of noise, odor, or do not otherwise become a nuisance to other Owners. All Owners or Occupants with Household Pets shall keep the animals restrained within the Common Elements in accordance with the leash laws of the Town of Jackson and Teton County, Wyoming. Pets shall be fed indoors or, if fed outdoors shall be fed in a manner as not to become a wildlife attractor. "Nuisance" means any noisy animal, any vicious animal, any non-domestic household

pet, or any animal which chews, tears, digs in or scratches, litters or soils, destroys, or in any other manner injures clothing, garbage containers, gardens, flower beds, lawns, trees, shrubbery, or any other property within the Properties. Excessive, continued, or untimely barking, molesting passersby, chasing vehicles, habitually attacking other animals, trespassing upon private property in such a manner as to damage property shall also be deemed a nuisance. "Noisy animal" means any animal which habitually, constantly, or frequently disturbs the sleep, peace, or quiet of any person. The Board shall have, and is hereby given, the right and authority to determine in its sole discretion that Household Pets are being kept for commercial purposes, or are otherwise a Noisy animal or a Nuisance, or that a Owner is otherwise in violation of this Section, and to take such action or actions as it deems reasonably necessary to remedy the violation. Without limiting the generality of the foregoing, the Association may require the owner or custodian of a dog that barks or howls excessively, or of a Household Pet with other offensive habits, to confine such animal indoors. Further, the Association may require an Owner, at its own expense, to remove a pet determined by the Association to be a Noisy animal or a Nuisance pet and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the Unit and remove the Noisy animal or a Nuisance; it being understood that any such action shall not be deemed a trespass and that the Association may assess a penalty of $500.00 per animal plus the costs of impoundment. On the third violation, in addition to the foregoing penalties, the Noisy animal or Nuisance shall be removed from the Properties and the Association has the right, in its sole discretion, to terminate the right of an Owner to keep Household Pets on the Properties. No Owner of any animal or animals impounded shall have the right to bring any action against the Association or any member thereof, for the impoundment of such animal(s).

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

The Owner of a Residential Unit where a Household Pet is kept, as well as the legal owner of such pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the pet, and for any clean-up of driveways, walkways or Common Elements affected by such Household Pet. All animals not considered to be a domestic Household Pet, including, but not limited to pigs, poultry, fowl, wild animals, cattle, sheep and goats, are prohibited from being maintained or cared for on the Properties or in a Unit thereof.

3.7 Vehicle Parking, Storage, Operation and Repair.

(a) "Permitted Vehicles" shall mean all passenger automobiles and one ton or smaller pick-up trucks. Only Permitted Vehicles may be parked on the LCE – Parking.

(b) No boats, trailers, buses, motor homes, campers (on or off road supporting vehicles), snowmobiles, go carts, recreational vehicles, golf carts, industrial or commercial vehicles (both cabs or trailers), abandoned or inoperable vehicles (as defined below), or any other similar vehicles (collectively, the "Prohibited Vehicles") shall be parked or stored in or upon the LCE - Parking, and no vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt on any LCE - Parking.

(c) Notwithstanding the foregoing, Prohibited Vehicles may be temporarily parked on LCE - Parking for loading, delivery or emergency purposes, but only for the time required to accomplish such purpose, and as necessary for the construction or maintenance of the Properties upon compliance with the Master Rules and Regulations.

(d) An "abandoned or inoperable vehicle" shall mean any motorized vehicle which does not display a current valid motor vehicle license and registration tag or which does not have an operable propulsion system within the vehicle.

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

3.8 **Nuisance**. No noxious or offensive activity shall be carried on upon the Properties or any Unit within the Properties, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners or occupants in their enjoyment of their Unit, or in their enjoyment of the Common Area. Without limiting the foregoing, no horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Properties and improvements located thereon, shall be placed or used upon any Unit.

3.9 **Hunting; Fireworks**. No hunting or discharge of firearms shall be permitted on any portion of the Properties. No discharge of firecrackers and other fireworks shall be permitted on any portion of the Properties; provided, however, the Board shall have no obligation to take action to prevent or stop such discharge.

3.10 **Garages.** The Garage door for access to the LCE-Parking must be kept closed at all times when not immediately in use. Subject to the reservation of Declarant set forth in Section 9.2, only the Owners of those Units assigned and allocated LCE-Parking, LCE-Storage and/or LCE-Laundry (and their tenants and invitees) shall be permitted to enter the Garage. The Owners of such Units (and their tenants and invitees) shall use the LCE-Parking, LCE-Storage and/or LCE-Laundry assigned and allocated to each Unit in accordance with the provisions of this Declaration and the Master Rules and Regulations.

ARTICLE IV
CONSTRUCTION APPROVAL FOR COMMERCIAL UNITS MAINTENANCE AND REPAIR; RESTRICTIONS ON USE

4.1 **General**.

(a) **Residential Units**. No improvements to a Residential Unit or LCE-Deck shall take place except in conformance with this Article IV. Any Owner may remodel, paint or redecorate the interior of its Residential Unit without approval. However, modifications to LCE-Deck or similar portions of a Residential Unit visible from outside the structures of a Unit shall be subject to approval.

(b) **Commercial Units**.

(1) Declarant shall appoint the two (2) members of the ARC and all replacements as long as Declarant owns any of the Units within the Properties or any of the lands subject to

annexation to this Declaration. Thereafter, all of the members of the ARC shall be appointed by the Board. The members of the ARC shall each serve a three (3) year term.

(2) **Design Guidelines**. This Article is intended to provide guidance to Owners, Builders and/or Architects regarding matters of particular concern to the ARC in considering applications hereunder for the finish-out of the Commercial Units. Approval pursuant to this Article shall be in the sole and absolute discretion of the ARC. The Declarant shall have sole and full authority to amend this Article as long as it owns any portion of the Properties, notwithstanding the reviewing authority of the ARC, unless Declarant delegates the power to amend to the ARC. Upon termination or delegation of the Declarant's right to amend, the ARC shall have the authority to amend this Article with the consent of the Board. Any amendments to this Article shall not require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to this Article, and such amendments may remove requirements previously imposed or otherwise make this Article less restrictive.

(3) **Procedures**. Prior to commencing any work within the scope of this Article ("Work"), an Owner shall submit to the ARC an application for approval of the proposed Work in such form as this Article or the ARC may specify, along with any fees required for review. Such application shall include plans and specifications in compliance with this Article showing square footage, site layout, interior materials and colors, lighting, and other features of proposed construction, as applicable ("Plans"). The ARC may require the submission of such additional information as may be reasonably necessary to consider any application. The Plans shall be in such form and shall contain such information as may be reasonably required pursuant to this Article. In reviewing each submission, the ARC must confirm that the specifications required by this Article IV are met by the applicant and may consider any factors it deems relevant, including without limitation, the harmony of interior design with surrounding Units and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

(4) The ARC shall, within ten (10) business days after receipt of a completed application and all required information, respond in writing to the applicant at the address specified in the application. The response may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The ARC may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections. If the ARC fails to respond in writing within ten (10) business days of submission, approval shall be deemed to have been given, with the exception of any development proposed that is not in compliance with the Final Development Permit, which will be deemed automatically disapproved and denied. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with this Article unless a variance has been granted pursuant to Subsection (8). Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the U.S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

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

(6) **Obligation to Complete Construction**. If construction of the interior of a Commercial Unit does not commence within two (2) years after the date of approval of Plans, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to reapply for approval before commencing the proposed Work. Once construction has commenced (which commencement shall be measured from the breaking of ground on the Unit), it must be completed within eighteen (18) months from the date construction commenced unless otherwise specified in the notice of approval or unless the ARC grants an extension in writing. The ARC shall not be obligated to grant any extension but shall not unreasonably withhold such extension if construction of the improvement(s) is diligently pursued Completion of improvements shall mean that a certificate of occupancy has been issued by the local governing body empowered to do so and that they are in a condition suitable for immediate occupancy by the Owner or its occupant. In the event construction is not complete within the time provided for herein, including any extensions approved by the ARC, the Owner shall be subject to a late completion penalty of One Hundred Dollars ($100.00) per day until construction is complete. Such penalty shall be assessed to such violating Owner as a Specific Assessment.

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

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

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

(10) **Certificate of Compliance**. Any Owner may request that the ARC issue a certificate of architectural compliance certifying that there are no known violations of this Article. The

Association shall either grant or deny such request within thirty (30) days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificate Issuance of such a certificate shall estop the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

4.2 Enforcement. Any structure, improvement or landscaping placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Declarant or the Board, Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming Work. Should an Owner fail to remove and restore as required, the Declarant, the Association or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with interest at the maximum rate then allowed by law, may be assessed against the benefited Unit and collected as a Specific Assessment. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article may be excluded from the Properties, subject to the notice and hearing procedures contained in the Bylaws. In such event, neither the Declarant, nor the Association its officers, or directors shall be held liable to any Person for exercising the rights granted by this Section. In addition to the foregoing, the Association and the Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article.

4.3 Development and Use Restrictions. All development of the Properties shall conform to the following requirements:

(a) **Provisions in Addition to Town Land Use Regulations**. Conformity with any and all applicable land use regulations of the Town of Jackson, Wyoming shall be required, in addition to the requirements of this Declaration.

(b) **Authorized Use for Residential Units**. Residential use shall be permitted in Residential Units, together with the keeping of Household Pets subject to the limitations set forth in this Declaration.

(c) **Authorized Use for Office Space Units.** Subject to any further restrictions and exclusives filed by Declarant pursuant to Section 4.3, the Office Space Unit may solely be used for storage and/or for professional and service oriented office uses, such as dentists, accountants, lawyers, doctors, real estate brokerage, title insurance, banks, securities brokerages, insurance brokerages, travel agencies and financial institutions and other similar office uses for business-type ventures as approved by the Board (collectively, "Office Use"). Any other use is prohibited for Office Space Units.

(d) **Authorized Use For Flex Space Units.** Subject to any further restrictions and exclusives filed by Declarant pursuant to Section 4.3, the Flex Space Units shall only be used for Office Use (as defined above) and/or for the following retail uses (collectively, "Retail Use"): antique shops and art galleries, tea and/or coffee houses, banks, book and stationery stores, clothing stores, department stores, drugstores, dry goods and variety stores, electrical and household appliance stores (retail only and no manufacturing or distributing), florists, spas, furniture and interior design stores, gift shops, specialty grocery stores, specialty hardware stores, jewelry and craft shops, membership clubs, office supply stores, offices, wine shop, photographic studios, shoe stores, sporting and athletic goods stores, toy stores, travel bureaus and other similar businesses approved by the Board.

Accordingly, the following uses are hereby specifically prohibited within the Flex Space Units unless an Owner has obtained the approval from the Association for such use:

(i) Any use which violates the laws, regulations or requirements of governmental authorities having jurisdiction over the Building;

(ii) Restaurant or bar;

(iii) Any use which in the Association's discretion is a public or private nuisance or any use which creates vibrations or offensive odors (other than typical smells from a permitted use such as a specialty coffee or tea shop) which are noticeable outside of any Unit, or any noise or sound which can be heard outside any Unit which is offensive due to intermittence, beat, frequency, shrillness or loudness.

(iv) Any exterior flashing lights, strobe lights, neon lights or search lights; provided, however, that video screens for purposes of advertising for a real brokerage are permitted and video screens for other permitted businesses are permitted upon Board approval;

(v) Any use of a Unit, whether secondary/accessory or otherwise, as an auditorium, social club, meeting hall, day care, church or other house of worship or similar place of general public assembly;

(vi) Any use of a Unit, whether secondary/accessory or otherwise, as a dance or music hall, dancing ballroom or establishment, night club, bar, tavern, discotheque, flea market, retailer of lottery tickets, martial arts center, movie theater, massage parlor;

(vii) Any use of a Unit, whether secondary/accessory or otherwise, as a service station or repair facility for bicycles or recreational equipment; provided, however, that the repair, maintenance and service of computers and similar electronic equipment shall be permitted if it is accessory to a permitted office use;

(viii) Any use of a Unit, whether secondary/accessory or otherwise, for sporting events, exhibition or other sport facilities;

(ix) Any video or game centers or other similar coin operated amusement machines;

(x) Any office use related to a funeral parlor or mortuary;

(xi) Any office use related to an adult establishment selling or exhibiting pornographic or sexually explicit materials (but sexually explicit materials shall not be deemed to include items that relate to health in a physicians office);

(xii) Any office use that includes the storage of unusually hazardous materials; and

(xiii) Any veterinary office or hospital or boarding facilities.

(e) **Lighting.** Lighting fixtures shall not cause a nuisance to any adjacent Units. All interior lights shall be designed to avoid emission of glare or unreasonable brightness from any window, door or other opening in the building.

4.5 Satellite Dishes. No exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device shall be permitted outside any Unit, on the exterior of the Building and/or within the LCE-Deck. Declarant or the Association may install one or more exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device for the Building.

4 6 Maintenance by Owners. Each Owner shall remove all snow, leaves and debris from decks located within the Limited Common Elements appurtenant to each Owner's Unit. If any Owner fails to maintain, repair and/or replace the items that it is obligated to maintain, repair and replace, the Declarant and/or the Association shall be authorized, after providing 14 days prior notice to the Owner of such failure , to enter upon the Unit to cure such failure and to assess all costs incurred against the Unit and the Owner thereof as a Specific Assessment.

4.7 **Limited Common Elements – Storage**. The following items are prohibited from being stored within a Limited Common Elements – Storage: paint, highly flammable materials, food products and any item that attracts vermin or produces an odor.

4.8 **Limited Common Elements - Deck**. All patio furniture and approved barbeque receptacles shall not be taller than 48' high and all barbeque receptacles shall be covered with a dark-vinyl cover when not in use. Only dark brown, black and dark green umbrellas are permitted on the LCE-Deck and all permitted umbrellas shall be pulled-down and securely tied when not in use. The following items are prohibited from being attached, stored and/or erected in any manner by an Owner on the LCE-Deck, LCE-Parking or within the General Common Elements: sunshades, bicycles or any other recreational device (including kayaks, ski equipment or playground equipment), trash containers, decorative flags, prayer flags, screens, outside clothing lines or other outside clothes drying or airing facilities, or any similar items.

ARTICLE V – CONDOMINIUM DECLARATION

5.1 **Estates of an Owner**. The Project is hereby divided into Condominium Units, each consisting of a separate interest in a Condominium Unit and an undivided interest in common in the Common Elements in accordance with the Final Plat which sets forth the Common Elements appurtenant to each Condominium Unit. The percentage of ownership interest in the Common Elements which is to be allocated to each Unit for purposes of voting, taxes, assessments and other charges under Wyoming statute § 34-20-104(a) and for purposes of liability shall be the same as set forth on **Exhibit "A "**. Such undivided interests in the Common Elements are hereby declared to be appurtenant to the respective Units. The legal description of each Unit shall be as provided in Article V herein and as shown on the Condominium Plat.

5.2 **Title**. Title to a Condominium Unit may be held or owned by an entity and in any manner in which title to any other real property may be held or owned in the State of Wyoming.

5.3 **Inseparability**. No part of a Condominium Unit or of the legal rights comprising ownership of a Condominium Unit may be separated from any other part thereof during the period of Condominium Unit ownership prescribed herein, so that each Condominium Unit and the undivided interest in the Common Elements shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Condominium Unit. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Condominium Unit shall be presumed to be a gift, devise, request, transfer, encumbrance, or conveyance, respectively, of the entire Condominium Unit, together with all appurtenant rights created by law or by this Declaration.

5.4 **Partition Not Permitted**. The Common Elements shall be owned in common by all owners of Units and no owner may bring any action for partition thereof.

5.5 **Owner's Right to General Common Elements and Limited Common Elements.** Subject to the limitations contained in this Declaration, each Owner shall have the nonexclusive right to use and enjoy the General Common Elements shown on the Final Plat and defined herein. Each Owner shall have the exclusive right to use and enjoy the Limited Common Elements designated to such Owner on the Final Plat.

5.6 **Taxes and Assessments**. Each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Condominium Unit. If any taxes or special district or other

assessments may, in the opinion of the Association, become a lien on the Project or any part thereof, the Association shall pay the same and assess the same to the Owner or Owners responsible therefore. Each Owner shall pay the taxes or assessments assessed against her/his Condominium Unit, or interest therein, or his/her interest in the Common Elements or any part of any or all of the foregoing. Each Owner shall pay all taxes, rates, impositions, and assessments levied against the Project or any part of the Common Elements in proportion to her/his interest in the Common Elements, such payment to be made to the Association at least thirty (30) days prior to the delinquency of such tax or assessment. Each such unpaid tax or assessment shall bear interest at eighteen percent (18%) per annum from and after the time the same becomes payable by each Owner and shall be secured by the lien created by Sections 8.8 and 8 9 hereof. Notwithstanding the foregoing, taxes, assessments, or other charges attributable to the Common Elements shall be apportioned among the Owners of Condominium Units as provided in Article VIII hereof.

5.7 Owner's Rights with Respect to Interiors. Except as provided in this Declaration, each Owner shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise maintain, refinish, and decorate the interior surfaces of the walls, ceilings, floors, doors and clean the exterior and interior surfaces of the windows, all of which form the boundaries of his/her Condominium Unit and all walls, ceilings, floors, and doors within such boundaries.

5.8 Declarant's Right Incident To Construction. Declarant, and persons it shall select, shall have the right to ingress and egress over, upon, and across the Common Elements, the right to store materials thereon and to make such other use thereof as may be reasonably necessary incident to complete development of the Project.

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

Unit [X] as shown on the Final Plat of Pearl at Jackson Condominiums Addition to the Town of Jackson, appearing in the Records in the Office of the Teton County Clerk as Plat No. [X] as defined and described in Declaration of Condominium of Pearl at Jackson Condominiums Addition to the Town of Jackson recorded in the Records in the Office of the Teton County Clerk, in Book [X] of Photo at Pages [X] to [X], and all amendments or supplements thereto.

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

5.10 Right to Combine Units. Declarant reserves the right for itself and for an Owner to physically combine the area or space of one Unit with the area or space of one or more adjoining Units Such combination shall not prevent separate ownership of such Units in the future. Declarant reserves the right for itself and for an Owner to designate and convey to any purchaser of such combined Units as additional Limited Common Elements any walls, floors, or other structural separations between Units so combined, or any space which would be occupied by such structural separations but for the combination of the Units. Such structural separations and such space shall automatically become Common Elements if the combined Units become subject to separate ownership in the future.

ARTICLE VI – THE ASSOCIATION AND ITS MEMBERS

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

6.2 Membership. Every Owner of a Unit, by virtue of their purchase of a Unit or the acceptance of a deed therefore, shall be a Member of the Association. There shall be only one membership per Unit. If a Unit is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 6.3(a), and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association except where such privileges may be restricted by the Master Rules and Regulations.

6.3 Voting. The Association shall have one class of membership. The total number of votes which may be cast by all members of the Association shall be set as provided for in the Bylaws, and each Owner shall be entitled to vote in the percentages shown on **Exhibit "A"**. All votes shall be cast as provided in Section 6.3(a).

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

(b) **Commencement of Voting Rights.** Voting rights as to each Unit shall vest upon the commencement of assessment obligations for such Unit.

Only Owners of Units within a Neighborhood may vote on matters regarding Neighborhood Expenses attributable to such Neighborhood. Notwithstanding the foregoing, no action or inaction may occur by any Neighborhood that would be contrary to or in violation of the Community-Wide Standard.

6.4 Creation of Neighborhoods. There shall be four Neighborhoods within the Properties as follows:

a. Commercial Neighborhood. The Commercial Neighborhood shall consist of the Flex Space Units and the Office Space Units.

b. First Floor Neighborhood. The First Floor Neighborhood shall consist of the Units designated on the Condominium Plat as Units 107, 108 and 109.

c. Second Floor Neighborhhood. The Second Floor Neighborhood shall consist of the Units designated on the Condominium Plat as Units 201, 202, 203, 204, 205, 206, 207 and 208.

d. Third Floor Neighborhood. The Third Floor Neighborhood shall consist of the Units designated on the Condominium Plat as Units 301, 302, 303, 304 and 305.

6.5 Association Board of Directors. The Association shall have not less than three (3) nor more than seven (7) directors as provided in the Bylaws. The number of directors may be changed as

provided in the Bylaws. The initial Board shall be appointed by the Declarant. Following termination of the Declarant's right to appoint members of the Board, at least one director shall own a Residential Unit and at least one director shall own a Commercial Unit. At all times while the Declarant owns any Unit subject to this Declaration or subject to annexation to this Declaration as provided herein, one of the members of the Board shall be a representative of the Declarant. The Directors shall serve as provided in the Bylaws.

6.6 Neighborhood Committees. There shall be a Neighborhood Committee for each of the Neighborhoods in the Association. Each committee shall be comprised of not less than two (2) committee-members. Each committee member shall be a Member in good standing and an Owner of a Unit in the Neighborhood on which committee they serve. The chairperson of each committee shall be a duly-elected member of the Board. The committee-members shall serve as provided in the Bylaws.

ARTICLE VII – ASSOCIATION POWERS AND RESPONSIBILITIES

7.1 Acceptance and Control of Association Property.

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

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

7.2 Maintenance of Common Area.

(a) The Association shall maintain, repair and replace all utility services or other types of elements and easements which are utilized in common, such as, but not limited to, sewer or water lines, up to the connection point at the boundary of each Unit.

(b) The Association shall maintain, in accordance with the Governing Documents, the General Common Elements as designated on the Final Plat, including but not limited to, the maintenance, repair and replacement of all heat pumps utilized by more than one Unit, siding, roofing, exterior windows, exterior doors, stairwells, driveways, foyers, trees and sidewalks.

(c) The Association shall maintain and repair all LCE-Parking.

(d) The Association shall maintain and repair all decking, foyers and stairwells within the Limited Common Elements.

(e) The Association shall maintain and repair the LCE-Laundry.

(f) The Association shall maintain and repair the doors located within the Limited Common Elements – Storage.

(g) The Association shall maintain the bathrooms located within the Limited Common Elements-Commercial.

The costs associated with the maintenance, repair and replacement of those items that the Association is obligated to maintain, repair and replace in the GCE shall be a Common Expense; provided, if the Board reasonably determines that the expenses associated with the maintenance, repair or

replacement is necessitated by the act, negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such maintenance, repair or replacement against such Owner(s) and their Units as a Specific Assessment. Any expense associated with the maintenance, repair or replacement of improvements within a Limited Common Element shall be assessed as a specific assessment against the Units to which the Limited Common Element is assigned.

7.3 Insurance.

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

(i) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all Units and insurable improvements within the Properties. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement costs of the insured improvements (including all Units) under current building ordinance and codes;

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

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

Premiums for all insurance on the Common Elements and the Units shall be assessed by the Board as a Common Expense. Premiums for all insurance on the Units shall be assessed against the Unit owners as a Specific Assessment the cost of which shall be divided pro-rata among the Unit Owners according to those percentages set forth on **Exhibit "A"**.

(b) **Policy Requirements**. The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the Town of Jackson, Wyoming area. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.3(a). In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage except for the deductible attributable to the insured loss of an insured Unit the cost of which shall be a Specific Assessment as provided for in Section 7.3(a). However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with procedures adopted by the Board, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees,

then the Board may assess the full amount of such deductible against such Owner(s) and their Unit as a Specific Assessment.

All insurance coverage obtained by the Board shall:

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

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

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

(iv) Contain an inflation guard endorsement;

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

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

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

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

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

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

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

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

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

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

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

(c) **Restoring Damaged Improvements**. In the event of damage to or destruction of property which the Association is obligated to insure, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Damaged improvements on the property shall be repaired or reconstructed unless the Board, using reasonable judgment and in reliance upon professional estimates and advice, determines either that i) such full repair and/or restoration is physically impossible; or ii) available insurance proceeds are less than eighty percent (80%) of the cost of such repair and/or restoration, and at least seventy-five percent (75%) of the Owners of damaged or destroyed Unit decide, within sixty (60) days after the determinations set forth in i) and ii) above have been made, not to repair or reconstruct. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the insured improvements shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements, then the insurance proceeds shall be paid to the Owners (first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner) as their interests are determined based upon the square footage size of each Unit and the insurance proceeds available. All mortgages, liens and other charges against the Units shall be paid out of the insurance proceeds before any proceeds are released to an Owner(s).

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

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

7.4 Compliance and Enforcement.

(a) Every Owner and occupant of a Unit shall comply with the Governing Documents. The Board may impose sanctions for violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth in the Bylaws. Such sanctions may include, without limitation:

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

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

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

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

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

(vi) Requiring an Owner, at its own expense, to remove any structure or improvements in violation of Article III and/or Article IV and to restore the Unit to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass. Any costs incurred by the Board in bringing a non-conforming Unit into compliance shall be assessed to such Owner as a Specific Assessment;

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

(viii) Levying Specific Assessments to cover costs incurred by the Association, including reasonable attorneys fees incurred, to bring a Unit into compliance with Governing Documents.

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

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

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

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

(b) The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

(i) the Association's position is not strong enough to justify taking any or further action;

(ii) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;

(iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(iv) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction, or rule.

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

The Association may enforce applicable city and county ordinances, if applicable, and permit the Town of Jackson, Wyoming to enforce ordinances within the Properties for the benefit of the Association and its Members.

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

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

7.7 Maintenance of Association Standing. The Association shall be obligated to maintain itself in good standing with the Wyoming Secretary of State and any other governmental entities having jurisdiction over the activities or existence of the Association.

ARTICLE VIII – ASSOCIATION FINANCES

8.1 Budgeting and Allocating Common Expenses; Base Assessments. At least thirty (30) days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund pursuant to Section 8.3. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Units, and the amount to be generated through the levy of Base Assessments, Special Assessments and Specific Assessments against each.

The Association is hereby authorized to levy Base Assessments against all Units subject to assessment under Section 8.7 to fund the Common Expenses. The liability for Common Expenses

described herein shall be allocated to each Unit in accordance with those percentages set forth on **Exhibit "A"** for each Unit.

The Board shall send a copy of the final budget, together with notice of the amount of the Base Assessment to be levied pursuant to such budget, to each Owner not less than thirty (30) days prior to the effective date of such budget. Such budget and assessment shall automatically become effective unless subject to the limitation on increases of assessments provided for in Section 8.6.

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

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

8.2 Budgeting and Allocating Neighborhood Expenses. At least thirty (30) days before the beginning of each fiscal year, the Board shall prepare a separate budget covering the estimated Neighborhood Expenses for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. Each such budget shall include any costs for additional services or a higher level of services which the Owners in such Neighborhood have approved pursuant to Section 6 4 and any contribution to be made to a reserve fund pursuant to Section 8.3. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Units, and the amount required to be generated through the levy of Neighborhood and Special Assessments against the Units in such Neighborhood. The liability for Neighborhood Expenses described herein shall be allocated to each Unit in accordance with those percentages set forth on **Exhibit "A"** for each Unit in a Neighborhood. The Association is hereby authorized to levy Neighborhood Assessments against all Units which are subject to assessment under Section 8.7 to fund Neighborhood Expenses.

The Board shall cause a copy of the Neighborhood budget and notice of amount of the Neighborhood Assessment for the coming year to be delivered to each Owner in the Neighborhood not less than thirty (30) nor more than sixty (60) days prior to the beginning of the fiscal year; provided, however, if the Neighborhood Assessment is increased from previous year's Neighborhood Assessment, the Board shall send notice of the increase by the first class mail to the Owners not less than thirty (30) nor more than sixty (60) days prior to the increased Neighborhood Assessment becoming due. Such Neighborhood budget and Neighborhood Assessment shall automatically become effective unless subject to the limitation on increases of assessments provided for in Section 8.6.

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

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

8.3 Budgeting for Reserves. The Board shall prepare and review at least annually a reserve budget for the Common Elements and other assets of the Association and for each Neighborhood for which the Association maintains capital items as a Neighborhood Expense. The budgets shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall include in the Common Expense budget adopted pursuant to Section 8.1 or the Neighborhood Expense budgets adopted pursuant to Section 8.2, as appropriate, a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect both to amount and timing by annual contributions over the budget period.

8.4 Special Assessments. In addition to other authorized assessments, the Association may, subject to the limitations of Section 8.6, levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied: (i) against the entire membership if such Special Assessment is for Common Expenses; or (ii) against an individual Unit or Neighborhood if such Special Assessment is for an unbudgeted expense relating to less than all of the Properties. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall provide notice of the Special Assessment by first class mail to the Owners not less than thirty (30) nor more than sixty (60) days prior to the Special Assessment becoming due.

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

(i) To cover the cost of providing services to a Unit, including but not limited to snow removal on LCE-Decking and the electrical cost of providing heat pump services to a Unit. Specific Assessments may be levied in advance; and

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

8.6 Limitation on Increases of Assessments. Notwithstanding any provision to the contrary, and except for assessment increases necessary for emergency situations or to reimburse the Association pursuant to Sections 8.4, the Board may not impose a Base Assessment or Neighborhood Assessment that is more than five percent (5%) greater than each of those assessments for the immediately preceding fiscal year, nor impose a Special Assessment which in the aggregate exceeds twenty percent (20%) of the budgeted Common Expenses for the current fiscal year, without a majority vote of a quorum of the Members who are subject to the applicable assessment at a meeting of the Association, or action without meeting by written ballot in lieu thereof signed by all of the Members of the Association.

For purposes of this Section, "quorum" means more than fifty percent (50%) of the total voting power of the Association subject to the applicable assessment. For purposes of this Section, the term "Base Assessment" shall be deemed to include the amount assessed against each Unit for the year immediately preceding the year for which the assessment is to be increased.

An emergency situation justifying a Special Assessment may be, but shall not be limited to, any one of the following:

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

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

(c) An extraordinary expense necessary to repair or maintain the Properties or any part of them for which the Association is responsible which expense could not have been reasonably foreseen by the Board in preparing and distributing the budget as provided for in Section 8.1. However, prior to the imposition or collection of such an assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. Such resolution shall be distributed to the Members with the notice of such assessment.

8.7 Authority to Assess Owners; Date of Commencement of Assessments; Time of Payment. The Declarant hereby establishes that the Association is authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. Subject to Sections 8.1 and 8.8, the obligation to pay the assessments provided for herein shall commence as to all Units on the first day of the month following the first conveyance of a Unit to an Owner not affiliated with the Declarant. The first annual assessment shall be adjusted according to the number of days remaining in the fiscal year at the time assessments commence on the Unit. Any assessments collected but not spent prior to the Association incurring expenses shall be placed into the Association's reserve account for maintenance, repair and replacement of the Common Elements and any other common amenities.

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

8.8 Personal Obligation.

(a) Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay all assessments authorized in the Governing Documents. All assessments, together with interest (computed from its due date at a rate of eighteen percent (18%) per annum or such other rate as the Board may establish, subject to the limitations of Wyoming law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Unit until paid in full. Upon a transfer of title to a Unit, the grantee shall not be personally liable for any assessments and other charges due at the time of conveyance unless expressly assumed by him/her, but such transferred Unit shall remain subject to any liens imposed upon it pursuant to Section 8.9 herein.

Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments on the

same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

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

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

(b) **Declarant's Obligations for Assessments**. The Declarant is subject to the payment of assessments against Units that it owns.

8.9 Lien for Assessments. Each Owner, by his or her acceptance of a deed to a Unit, hereby vests in the Association and its agents the right and power to bring all appropriate actions against such Owner personally for the collection as a debt of any unpaid and delinquent billings for Base Assessments, Special Assessments, Specific Assessments, Neighborhood Assessments, interest, late fees, enforcement costs and other charges owing by such Owner in accordance with the terms hereof. Additionally, in order to secure payment of any billings for Base Assessments, as well as Special Assessments and Specific Assessments, interest, late fees, enforcement costs (including reasonable attorney fees) and other charges due hereunder, Declarant hereby retains, and each Owner by his or her acceptance of a deed to a Unit, hereby grants the Association and its agents a lien for such Base Assessments, Neighborhood Assessments, as well as Special Assessments and Specific Assessments, interest, late fees, enforcement costs and other charges for which such Owner is responsible under the terms hereof. The Board, acting on behalf of the Association, is authorized to record a notice of any unpaid amounts secured by such lien in the Public Records, which shall include a description of the applicable Unit and the name of the Owner thereof and the basis for the amount of the lien. Said lien shall be enforceable by the Association or its agents through all appropriate methods available under applicable Wyoming law for the enforcement of such liens, including without limitation, non-judicial foreclosure, and the Declarant and each such Owner hereby expressly grant to the Association a power of sale in connection with said lien. The Association may designate a trustee in writing from time to time to post or cause to be posted the required notices and to conduct such foreclosure sale. The trustee may be changed at any time and from time to time by an instrument in writing and signed by the President or a Vice President of the Association and attested by the Secretary or any Assistant Secretary of the Association and filed for record in the Public Records. The Association may bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage and convey the Unit. While a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same. The sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments. Notwithstanding the foregoing, any first Mortgagee that obtains title to a Unit after the sale or transfer of any Unit pursuant to foreclosure (or deed in lieu of foreclosure) shall not be subject to any lien amounts that represent more than 6 months of unpaid charges relating to the Unit (including assessments and costs related to the collection of the unpaid dues) in question that arose prior to such sale or transfer. Any unpaid assessments associated with the foregoing (those lien amounts

that represent more than 6 months of unpaid charges) shall be deemed to be Common Expenses collectible from Owners of all Units and the lien shall be extinguished with respect to such lien amounts that represent more than 6 months of unpaid charges.

Notwithstanding the foregoing, after any such foreclosure or deed in lieu of foreclosure, such Unit shall remain subject to this Declaration and the new Owner of such Unit shall thereafter be personally liable for all charges of the type described above which relate to such Unit which become due after such new Owner acquires title to said Unit by foreclosure or by acceptance of a deed in lieu of foreclosure. Except as otherwise provided above as to holders of first Mortgages that obtain title to a Unit after the sale or transfer of any Unit pursuant to foreclosure (or deed in lieu of foreclosure)or by applicable law, no sale or transfer of any Unit shall: (a) relieve any Owner thereof from personal liability for any of such unpaid charges attributable to the applicable Unit which become due prior to the date of such sale or transfer; or (b) satisfy or extinguish the above-described lien in respect of such unpaid charges.

ARTICLE IX – ADDITIONAL RIGHTS RESERVED TO DECLARANT

9.1 Expansion by the Declarant. Until the Declarant has sold 100% of the Properties subject to this Declaration, the Declarant may annex additional properties into the regime of this Declaration provided such property is contiguous to the Properties. Such annexation shall be accomplished by filing a Supplemental Declaration in the Public Records describing the property to be annexed and specifically subjecting it to the terms of this Declaration. Such Supplemental Declaration shall not require the consent of Members, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

9.2 Marketing. Declarant reserves the right for itself and its agents to install and maintain flags, banners and/or signage within the Properties and to conduct sales activities within the Properties (including, but not limited to, conducting open houses for brokers and prospective purchasers within model Units and performing other forms of advertising) for purposes of marketing and advertising the Properties and its agents.

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

9.4 Budget Considerations. As additional properties are annexed to the Properties pursuant to this Article IX, the budget of the Association may be affected, as well as assessment obligations of the Owners as a result thereof.

9.5 Right to Assign Limited Common Elements – Parking and Limited Common Elements - Storage. Declarant hereby reserves the right to assign LCE-Parking and LCE- Storage to specific Units by filing Supplemental Declarations in the Public Records. The Board reserves the right to reassign parking spaces among Unit Owners by Filing Supplemental Declarations if Federal Law or State Law necessitates such reassignment to accommodate an Owner.

9.6 Right to Approve Additional Covenants. So long as Declarant owns any property subject to this Declaration, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without such consent shall

result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

9.7 Right to Approve Changes in Community Standards. No amendment to or modification of any Master Rules and Regulations shall be effective without prior notice to and the written approval of Declarant so long as the Declarant owns property subject to this Declaration.

9.8 Right to Appoint Members of Board. The Declarant shall have the right to appoint the initial members of the Board of Directors of the Association and the initial members of any committee of the Board except as otherwise provided in the Bylaws.

9.9 Right to Delay Commencement of Association, Meetings or Assessments. The Declarant hereby reserves the right to delay the filing of the Articles for the Association, creation of Bylaws and Master Rules and Regulations, or to delay the commencement of Association meetings or to delay implementation of Association assessments as required hereunder and in the Bylaws. In the event that the Declarant elects to delay the creation of the association, the rights, but not the obligations, of the Association created by this Declaration are hereby assigned to the Declarant until such time as the Association is created.

9.10 Right to Allocate Exclusive Use Rights to a Unit. The Declarant hereby reserved the right to create additional restrictions on the uses of all or any portion of the Units through separate recorded instruments, it being the intent of the Declarant to provide exclusive use rights appurtenant to certain Units at the sole option of Declarant.

9.11 Termination of Rights. The rights contained in this Article shall not terminate until the Declarant, or any individual Declarant, is no longer a record owner of any Unit subject to this Declaration unless Declarant elects to terminate such reservations at an earlier date. Declarant may from time to time relinquish and surrender one or more but less than all of the reserved rights, in which event the unrelinquished reserved rights shall remain fully valid and effective for the remainder of the term thereof

ARTICLE X – EASEMENTS

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

The Declarant grants to each Owner (subject to the rules, regulations, and restrictions contained in the Governing Documents) an exclusive right and easement of use, access, and enjoyment in and to the Limited Common Elements that are appurtenant to the Unit(s) owned by such Owner, which shall include without limitation the storage, decking, foyers, stairwells, laundry, bathrooms and parking areas. Such exclusive right and easement of use, access, and enjoyment in the Limited Common Elements shall not be severable from the Unit to which it is appurtenant.

The foregoing grants are subject to:

(a) The Governing Documents and any other applicable covenants;

(b) Any restrictions or limitation contained in any deed conveying such property to the Association;

(c) The right of the Board to adopt rules regulating the use and enjoyment of the Common Area;

(d) The right of the Board to suspend the right of an Owner to use the Common Area (i) for any period during which any charge or assessment against such Owner's Unit remains delinquent, and (ii) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation of the Governing Documents after notice and a hearing pursuant to the Bylaws.

Any Owner may extend his or her right of use and enjoyment of the Common Area to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Unit, subject to the terms and conditions of this Declaration, shall be deemed to have assigned all such rights to the lessee of such Unit for the period of the lease.

10.2 Easements for Utilities.

(a) All dedications, limitations, restrictions and reservations of easements, including those for drainage, prepared and recorded by Declarant and/or set forth on the Plat are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth in this Declaration.

(b) The Declarant hereby grants to the Association and each Owner of a Unit, and, so long as the Declarant owns a Unit, reserves for itself, and reserves the right to grant to utility providers, the Association, and the owners of any of the Units perpetual non-exclusive utilities easements located as described on the Plat for the purpose of:

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

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

(iii) Access to read utility meters.

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

(d) In order to adequately serve each Unit and the General and Limited Common Elements, utility facilities may be constructed and may encroach on a Condominium Unit(s). An easement for such encroachment and for the maintenance of the same shall and does hereby exist.

10.3 Easements for Maintenance, Emergency and Enforcement. The Declarant grants to the Association easements over the Common Elements as necessary to enable the Association to fulfill its maintenance responsibilities under Section 7.2. The Association shall also have the right, but not the obligation, to enter upon any Unit, but not to enter any structure thereon, for emergency, security,

and safety reasons and to inspect for the purpose of ensuring compliance with the Governing Documents and to enforce the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. Some of the General Common Elements are or may be located within the Units or may be conveniently accessible only through the Units. The Owners of other Units shall have the irrevocable right, to be exercised by the Association as their agent, to have access to each Unit and to all General Common Elements from time to time during such reasonable hours as may be necessary for the maintenance, repair, or replacement of any of the General Common Elements located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the General Common Elements or to any Unit or Units. The Association shall also have such right independent of any agency relationship. The President of the Association and the Building Property Manager (if any) shall each have a master key to all Units for the purpose of gaining access to any Unit for repairs, maintenance and emergencies as provided herein. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair, 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 or of Owners shall be an expense of all of the Owners of the General Common Elements; provided, however, that if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all of such damage. Amounts owing by Owners pursuant hereto shall be collected by the Association by assessment pursuant to Article VIII.

10.4 Easements for Cross-Drainage. Every Unit shall be burdened with easements for natural drainage of storm water runoff from other portions of the Properties; provided, no Person shall alter the natural drainage on any Unit to increase materially the drainage of storm water onto adjacent portions of the Properties without the consent of the Owner(s) of the affected Unit and the Board.

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

10.6 Easement for Encroachments. If any part of the Common Elements encroaches or shall hereinafter encroach upon a Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Elements, or upon an adjoining Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Elements or the Units. Encroachments referred to herein are limited to encroachments caused by engineering errors, settling, rising, or shifting of the earth, or by changes in position caused by construction, repair or reconstruction or any part thereof in accordance with the original plans and any encroachment due to building overhang or projection.

10.7 Owner's Right to Ingress and Egress and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Elements necessary for access to her/his Unit and to the Limited Common Elements designated for use in connection with his/her Unit, and shall have the right to the horizontal and lateral support of her/his Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

ARTICLE XI – AMENDMENT OF DECLARATION

11.1 By Declarant. In addition to specific amendment rights granted elsewhere in this Declaration, until the conveyance of 80% of the Units to an Owner unaffiliated with Declarant, Declarant may unilaterally amend or repeal this Declaration for any purpose. Thereafter, the Declarant may

unilaterally amend this Declaration if such amendment is necessary to (i) bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) enable any institutional or Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guaranty mortgage loans on the Units; or (iv) to satisfy the requirements of any local, state or federal governmental agency; provided, however, that any such amendment shall not adversely affect the title to any Unit unless the Owner thereof shall consent in writing. Notwithstanding the foregoing reserved amendment rights of Declarant, Declarant shall obtain written consent of mortgagees that represent at least 51% of the votes of Unit Owners that are subject to mortgages if the subject amendment is materially adverse to such mortgagees; provided, however, that if such Mortgagees fail to respond to any written proposal for an amendment within 60 days after receipt of proper notice of the proposal (delivered by certified mail or registered mail with a return receipt requested), such approval shall be deemed implied as of the date of expiration of such 60 day period.

11.2 By Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of at least sixty-six percent (66%) of the Members.
Notwithstanding the foregoing, the Members shall obtain written consent of mortgagees that represent at least 51% of the votes of Unit Owners that are subject to mortgages if the subject amendment is materially adverse to such mortgagees; provided, however, that if such Mortgagees fail to respond to any written proposal for an amendment within 60 days after receipt of proper notice of the proposal (delivered by certified mail or registered mail with a return receipt requested), such approval shall be deemed implied as of the date of expiration of such 60 day period.

11.3 Validity and Effective Date. No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant. If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

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

11.4 Exhibits. The exhibits attached to this Declaration are incorporated by this reference and amendments of such exhibits shall be governed by this Article.

ARTICLE XII - MECHANIC'S LIEN RIGHTS

No labor performed or services or materials furnished with the consent of or at the request of a Condominium Unit Owner or his/her agent or her/his contractor or subcontractor shall be the basis for the filing of a lien against the Condominium Unit of any other Condominium Unit Owner, or against any part thereof, or against any other property of any other Condominium Unit Owner, unless such other Condominium Unit Owner has expressly consented to or requested the performance of such labor or furnishing of such materials or services. Such express consent shall be deemed to have been given by the owner of any Condominium Unit in the case of emergency repairs thereto. Labor performed or services of materials furnished for the Project or any portion thereof, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Condominium Unit Owner of

that portion of the Project. Any Owner may remove his/her Condominium Unit from a lien against two or more Condominium Units or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to her/his Condominium Unit.

ARTICLE XIII – MISCELLANEOUS

13.1 Registration of Mailing Address; Notice; Implied Approval of Mortgagees and Guarantors. Each Owner shall register his/her mailing address with the Association and all notices or demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the Association Bylaws. All notices or demands intended to be served to a Mortgagee or guarantor of a recorded mortgage shall be given by registered or certified mail, postage prepaid, return receipt requested. Any notice referred to in this Section to an Owner or the Association shall be deemed given when deposited in the United States mail in the form provided for in this Section. Any notice referred to in this Section to a Mortgagee or guarantor of a mortgage of record shall be deemed given when such entity or person receives such notice; provided, however, that if such Mortgagees or guarantors fail to respond to any request within 60 days after receipt of proper notice of the request (delivered by certified mail or registered mail with a return receipt requested), such approval shall be deemed implied as of the date of expiration of such 60 day period.

13.2 Owner's Obligations Continue. The Owner of a Condominium Unit shall have no obligation for expenses or other obligations accruing after he/she sells his/her entire interest in such Condominium Unit.

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

13.4 Severability. If any of the provisions of this Declaration or any clause, paragraph, sentence, phrase, or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstance shall not be affected thereby.

13.5 Construction by Declarant. Nothing in this Declaration, or any action taken by the Association, shall limit the right of Declarant to complete construction of improvements to the Common Elements and to Units owned by Declarant or to alter the foregoing, or to construct such additional improvements as Declarant deems advisable prior to completion and sale of the entire Project. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Project such structures and displays as may be reasonably necessary for the conduct of its business of completing the work and disposing of the same by sale, lease, or otherwise. This Declaration shall not limit, nor shall any action of the Association limit, the right of Declarant at any time prior to the sale of all Units by Declarant to establish on the Project additional easements, reservations and rights of way to itself, to utility companies, or to others as may from time to time be necessary to the proper development and disposal of the Project.

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

13.7 Obsolescence

(a) **Adoption of a Plan**. Owners representing an aggregate of three-fourths or more of the voting rights of the Association may agree that the Project is obsolete and adopt a written plan for the renewal and reconstruction provided such Owners also obtain written consent for such obsolescence and plan from mortgagees who represent at least 51% of the votes of the Unit Owners that are subject to mortgages of record. Written notice of adoption of such a plan shall be given to all Owners and Mortgagees. Such plan shall be recorded in the records of the Clerk of Teton County, Wyoming.

(b) **Payment for Renewal and Reconstruction**. The expense of renewal or reconstruction shall be payable by all of the Owners as assessments against their respective Condominium Units. These assessments shall be levied in advance pursuant to this Declaration and shall be allocated and collected as provided for the allocation of expenses of Common Elements in Article VIII. Further levies may be made in like manner if the amounts collected prove insufficient to complete the renewal and reconstruction.

(c) **Sale of Obsolete Units**. The Owners representing an aggregate of three-fourths or more of the total voting rights of the Association may agree that the Condominium Units are obsolete and that the Project should be sold. Such an agreement must have the additional approval of mortgagees who represent at least51% of the votes of the Unit Owners that are subject to mortgages of record at the time such agreement is made. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association the Project shall be sold by the Association as attorney-in-fact for all of the Owners free and clear of the provisions contained in this Declaration, the Condominium Plat and the Association Bylaws. The sale proceeds shall be apportioned among the Owners as their interests are determined based upon the square footage size of each Owner's Unit compared to the total amount of square footage in the Properties, and such apportioned proceeds shall be paid into separate accounts, each such account representing one Condominium Unit. Each such account shall remain in the name of the Association, and shall be further identified by the Condominium Unit designation and the name of the Owner. From each separate account the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner.

(d) **Distribution of Excess.** In the event amounts collected are in excess of the amounts required for renewal and reconstruction, the excess shall be returned to the Owners by the Association by a distribution to each Owner (first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner) in an amount proportionate to the respective amount collected from each such Owner.

13.8 Condemnation.

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

(b) **Proceeds**. All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Association.

(c) **Complete Taking**. In the event that the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant hereto shall terminate. The Condemnation Award shall be apportioned among the Owners (first to Mortgagees

and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner) as their interests are determined based upon the square footage size of each Owner's Unit compared to the total amount of square footage in the Properties, provided that if a standard different from the value of the Project as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree, or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principle set forth in the preceding paragraph, the Association shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable, first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner.

(d) Partial Taking. In the event that less than the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable the Association shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Owners as follows: (a) the total amount allocated to taking of or injury to the Common Elements shall be apportioned among Owners as their interests are determined based upon the square footage size of each Owner's Unit compared to the total amount of square footage in the Properties, (b) the total amount allocated to severance damages shall be apportioned to those Condominium Units which were not taken or condemned, (c) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within her/his own Unit shall be apportioned to the particular Unit involved, and (d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made in the same manner provided above in Subsection (c), first to Mortgagees and other lien holders in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner.

(e) Reorganization. In the event a partial taking results in the taking of a complete Unit, if appropriate in the determination of the Board, the Owner thereof automatically shall cease to be a member of the Association. Thereafter, the Board shall reallocate the Ownership, voting rights, and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception and shall submit such reallocation to the Owners of remaining Units for amendment of this Declaration as provided in this Declaration.

(f) Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified above.

(g) Limitations in Action of Owners Association. Notwithstanding any other provisions in this Article and except as provided by statute, in case of condemnation or substantial loss to the Units and/or Common Elements of the Project, unless at least three-fourths of Owners of the individual Units have given their prior written approval and unless the additional approval of mortgagees who represent at least 51% of the votes of the Unit Owners that are subject to mortgages of record at such time have given their prior written approval, the Association may not:

(1) By act or omission seek to abandon or terminate the Project;

(2) Change the pro rata interest or obligations of any Unit in order to levy assessments or charges, allocate distribution of hazard insurance proceeds or condemnation awards or determine the pro rata share of ownership of each Unit in the Common Elements;

(3) Partition or subdivide any Unit;

(4) Seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements by act or omission; or

(5) Use hazard insurance proceeds for losses to any Project property (whether Units or Common Elements) for other than the repair, replacement or reconstruction of the Project property.

13.9 Rights of Mortgagees and Guarantors. Within at least thirty days of the Association obtaining actual knowledge of the following, the Association shall send written notification to all Mortgagees and Guarantors of a mortgage of record of the following events:

(a) Any condemnation or casualty loss that affects either a material portion of the Project or the Unit that secures a mortgage;
(b) Any 60 day delinquency in the payment of assessments or charges owed by the Owner of a Unit on which such Mortgagee or Guarantor holds a mortgage;
(c) A lapse, cancellation or material modification of any insurance policy maintained by the Association upon which the Association; and
(d) Any proposed action that requires the consent of a specified percentage of Mortgagees.

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

Declarant:

Pearl at Jackson, Inc.,
a Wyoming corporation

David A. Neville, its President

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me by David A. Neville, as President of PEARL AT JACKSON, INC., a Wyoming corporation, this 15TH day of DEC., 2009

Witness my hand and official seal.

JOHN R. BATSON - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES APR 20, 2012

Notary Public

My commission Expires:

4/20/2012

EXHIBIT "A"

(Each Unit's Percentage of Undivided Interest in the Common Area and Voting Rights)

Unit Number	Undivided Interest In The Common Area	Unit Square Footage	Vote
101	6.18%	1,436.00 sq. ft.	6.18%
102	5.25%	1,221.00 sq. ft.	5.25%
103	4.90%	1,139.00 sq. ft.	4.90%
104	2.89%	671.00 sq. ft.	2.89%
105	2.47%	574.00 sq. ft.	2.47%
107	2.58%	600.00 sq. ft.	2.58%
108	2.42%	562.00 sq. ft.	2.42%
109	1.70%	396.00 sq. ft.	1.70%
202	5.15%	1,197.00 sq. ft.	5.15%
203	5.62%	1,307.00 sq. ft.	5.62%
204	4.80%	1,116.00 sq. ft.	4.80%
205	5.62%	1,305.00 sq. ft.	5.62%
206	5.63%	1,308.00 sq. ft.	5.63%
207	2.94%	684.00 sq. ft.	2.94%
208	4.88%	1,133.00 sq. ft.	4.88%
209	0.71%	164.00 sq. ft.	0.71%
210	0.57%	133.00 sq. ft.	0.57%
211	0.53%	123.00 sq. ft.	0.53%
212	0.59%	136.00 sq. ft.	0.59%
301	7.42%	1,723.00 sq. ft.	7.42%
302	7.13%	1,656.00 sq. ft.	7.13%
303	7.09%	1,648.00 sq. ft.	7.09%
304	5.46%	1,268.00 sq. ft.	5.46%
305	7.47%	1,736.00 sq. ft.	7.47%
Total Number of Units		Total Square Footage	
24	100.00%	**23,236.00**	100.00%

Exhibit "A"

Neighborhood Percentage Allocations

Commercial Neighborhood:

Unit Number	Square Footage	Percentage
101	1436	25.6%
102	1221	21.8%
103	1139	20.4%
104	671	11.9%
105	574	10.3%
209	164	2.9%
210	133	2.4%
211	123	2.3%
212	136	2.4%

First Floor Neighborhood:

Unit Number	Square Footage	Percentage
107	600	38.5%
108	562	36.1%
109	396	25.4%

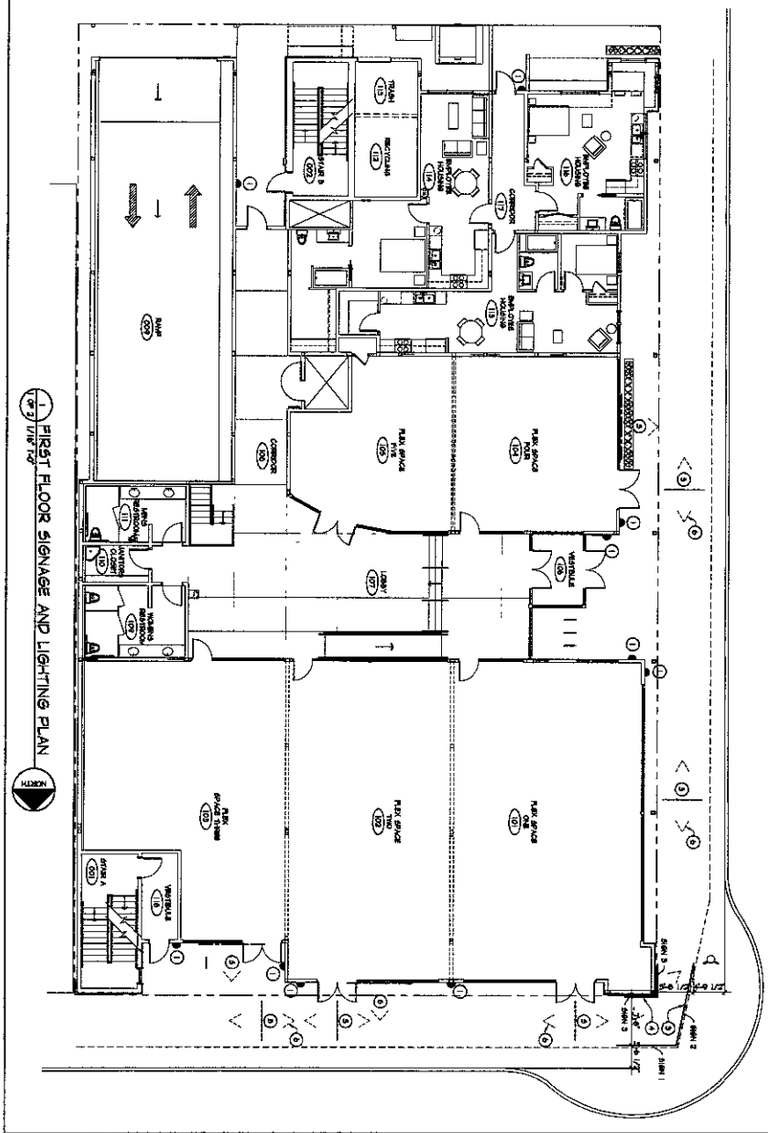
Second Floor Neighborhood:

Unit Number	Square Footage	Percentage
202	1197	14.9%
203	1307	16.2%
204	1116	13.9%
205	1305	16.2%
206	1308	16.3%
207	684	8.5%
208	1133	14%

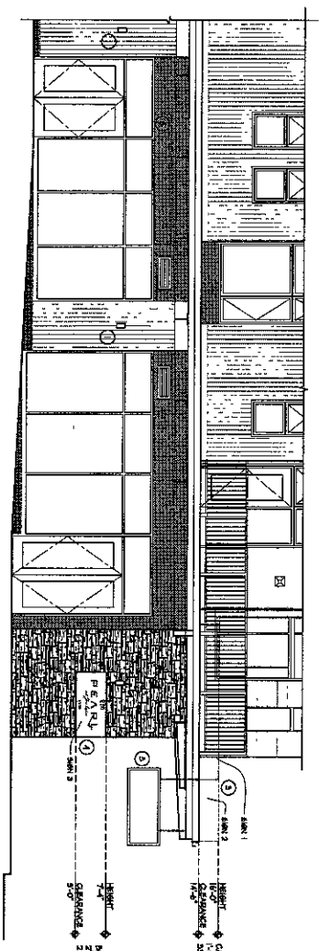
Third Floor Neighborhood:

Unit Number	Square Footage	Percentage
301	1723	21.5%
302	1656	20.6%
303	1648	20.5%
304	1268	15.8%
305	1736	21.6%

EXHIBIT "B"



1 FIRST FLOOR SIGNAGE AND LIGHTING PLAN
1/16" = 1'-0"



1 SIGNAGE ELEVATION
1/4" = 1'-0"

KEYED NOTES

1. EXTERIOR WALL SCONCE MOUNTED 6'-0" AFF
2. EXTERIOR WALL SCONCE MOUNTED 6'-0" AFF
3. BUILDING SIGNAGE LOCATED ABOVE CANOPY
4. BUILDING SIGNAGE LOCATION
5. FUTURE TENANT SIGNAGE LOCATION. SIGNAGE WILL BE LIT FROM DIRECTIONAL LIGHTING LOCATED UNDER CANOPY
6. DIRECTIONAL LIGHTING UNDER CANOPY

A MIXED-USE DEVELOPMENT IN JACKSON, WY

PEARL JACKSON PMD

plan one / architects

– cody wyoming 1001 12th st. 82414 (307) 587-8646 rock springs, wyoming 4020 dewar d suite a, 82901 (307) 352-2954 – driggs idaho 189 north main suite 112 83422 (208) 354-8036 –

project 0746
date 10/16/09
revisions

1 OF 2