



## **PLANNING & ZONING COMMISSION**

*April 14, 2026, at 7:00 PM*

*250 River Circle - Alpine, WY 83128*

### **AGENDA**

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**1. CALL TO ORDER:**

**2. ROLL CALL & ESTABLISH QUORUM:**

**3. REPORTS:**

- a. Master Plan Update- Cushing Terrell

**4. TONIGHT'S APPOINTMENTS/ NEW BUSINESS:**

- a. **CALL PUBLIC MEETING TO ORDER** - Melissa Wilson

- b. Annexation- Doornbos, Rex- Lot #18 Boardwalk LLC- Prepetition Review Hearing- Public hearing and comment regarding annexation.

Review the Prepetition request, supporting materials, and public comment and make recommendation to the Town Council.

- c. **PUBLIC TESTIMONY:**

- d. PUD Review Hearing- Dead Horse Development, LLC- 856 Elkhorn Drive, Lot #1 of Dead Horse Meadows Addition- Public Hearing and comment regarding PUD Application.

Review the annexation request, supporting materials, and public comment, and make a recommendation to the Town Council.

- e. **PUBLIC TESTIMONY:**

- f. **CLOSE PUBLIC HEARING:**

**5. TONIGHT'S APPOINTMENTS/ NEW BUSINESS:**

- a. New Single-family Residence- R26-000006 Cummings, Scott, and Lori- 247 Aster Loop Lot # 22 of Alpine Meadows-Site Plan Approval for New Single-family Residence- Cummings, Scott, and Lori- 247 Aster Loop Lot # 22 of Alpine Meadows

- b. Detached Garage, RB26-000009- Kerley, Steve- 327 East Mill Rd. Lot #15 Greys River Valley Site Plan approval for detached garage

- c. Annexation- Doornbos, Rex- Lot #18 Boardwalk LLC- Planning and Zoning Commission discussion and recommendations to the Town Council.

- d. Dead Horse Development, LLC- 856 Elkhorn Drive, Lot #1 of Dead Horse Meadows Addition- Planning and Zoning Commission discussion and recommendations to the Town Council
- e. Simple Subdivision-Lot Line Adjustment- Roland Smith- 670 Sunset Drive Lot # 219 of Lake View Estates- The property owner of Lot #219, Lakeview Estates has approached the Town seeking to replat the property in order to resolve existing title and plat inconsistencies. As part of this effort, the amended plat will also clarify and clean up public road interests, which directly benefits the Town.

Planning and Zoning Commission approves, approves with conditions or modifications, or denies the proposed subdivision.

**6. TABLED ITEMS:**

**7. CORRESPONDENCE:**

**DISCUSSION ITEMS:**

[Provided](#) an updated list of active/open permits for Planning and Zoning Commissions information.

Pro-rating of Extension permit fees or allowing shorter extension permits; 3 or 6 months at a time. If so, what does that look like and how does it affect the number of extensions allowed?

**8. APPROVAL OF MINUTES:**

- a. Approval of March 10, 206 Meeting Minutes

**9. TOWN COUNCIL ASSIGNMENT:**

**10. ADJOURN MEETING:**



*Ron Alvarado*  
PHOTOGRAPHY

# Alpine Master Plan

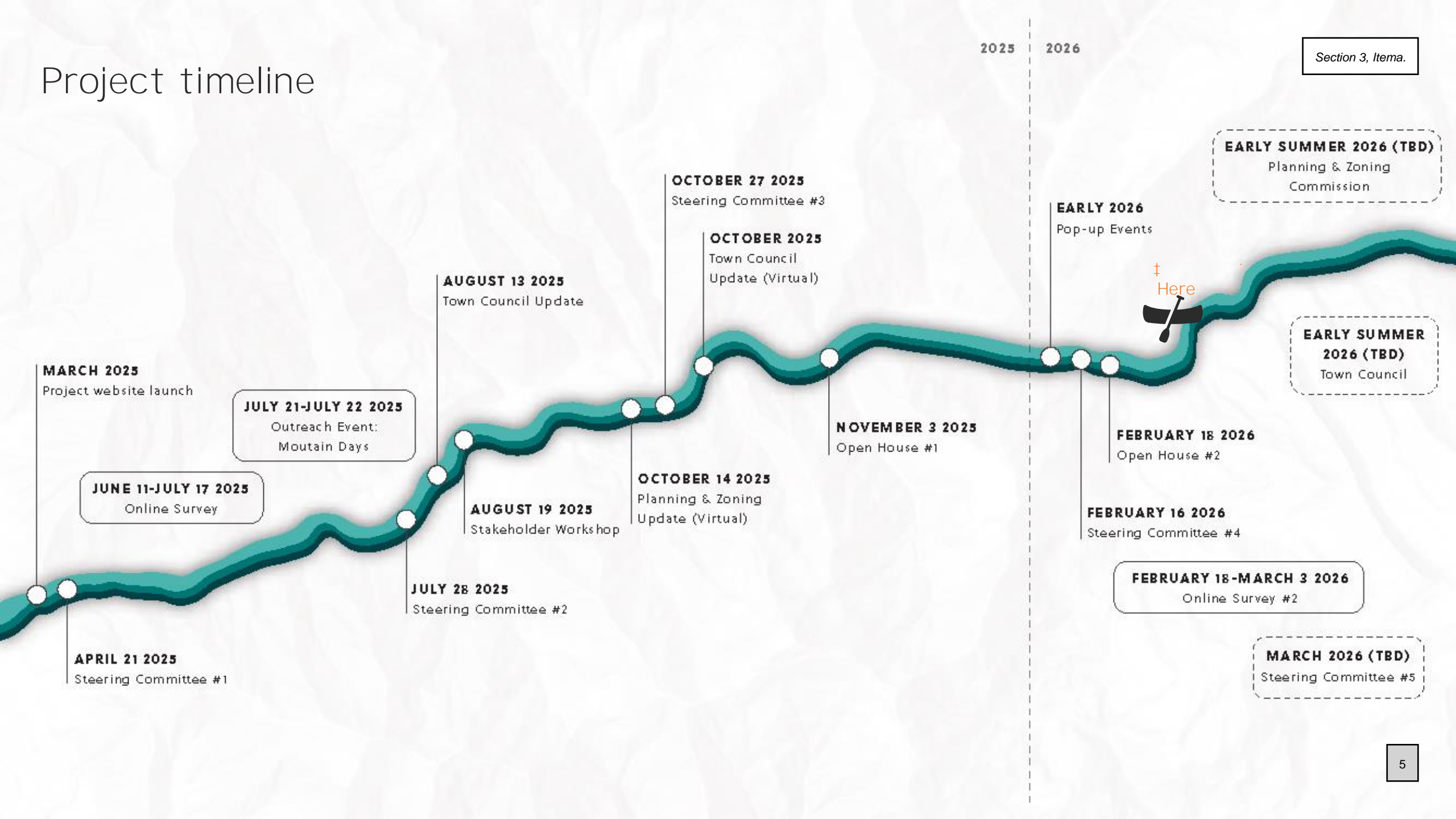
Planning Commission Update March 10, 2026

# Agenda

1. Project Timeline
2. Engagement Updates
3. Future Land Use
4. Draft Recommendations
5. Next Steps



# Project timeline



2025 2026

Section 3, Item.

EARLY SUMMER 2026 (TBD)  
Planning & Zoning Commission

EARLY SUMMER 2026 (TBD)  
Town Council



# Engagement Updates

# Focus Group Discussions

## TOPICS:

- “ Transportation
- “ Land Use & Development
- “ Parks, Recreation, & Land Management
- “ Housing
- “ Economic Development



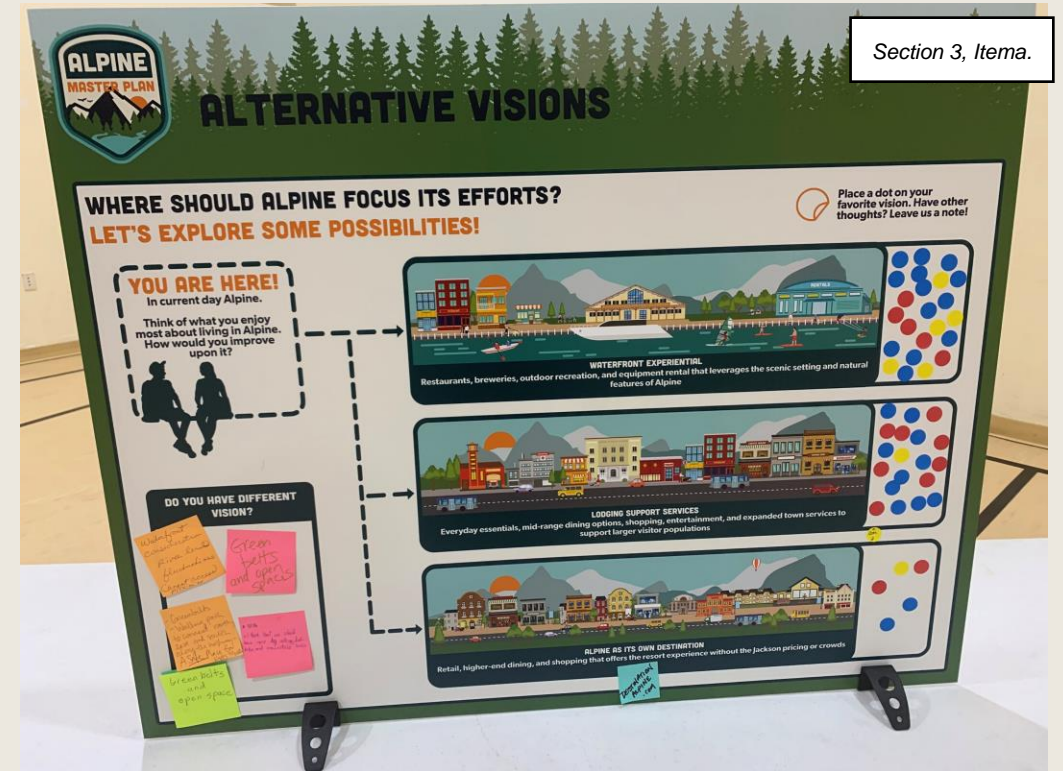
Feedback is posted on the project website



# Open House #1

In-person: November 3, 2025

Online Survey: November 4 - 21



# ALPINE MASTER PLAN OPEN HOUSE #1 SUMMARY

## BY THE NUMBERS



## COMMUNITY VISION RANKING



## WHAT WE CONTINUED TO HEAR



## COMMUNITY IDEAS



# Open House #2

In-person: February 18, 2026

Online Survey: February 20 -March 6



# Future Land Use

# Future Land Use

## Future Land Use **IS**:

- ✓ 5-year horizon for growth (where we do and do not want to grow)
- ✓ Guidance for decision making (or recommendation on land use applications)
- ✓ Informed by the public, history, data, and landowners
- ✓ Amendable

## Future Land Use **IS NOT**:

- ✗ Regulatory
- ✗ Zoning (although it can inform updates to the Land Development Code)
- ✗ A development plan
- ✗ New! (the 2006 Master Plan has a FLUM)

# Future Land Use Categories

## HOUSING

” INTENT: To provide living options for residents at a variety of price points, housing types, and lifestyles.

” LAND USES:

- ” Primary: Housing
- ” Secondary: Home-occupied businesses, neighborhood-serving commercial, public/civic uses

” RELATED ZONE DISTRICTS:

- ” Single-Family Residential (R1)
- ” Multi-Unit residential (R2)
- ” Public and Community Facilities (PCF)
- ” Planned Unit Development (PUD)



# Future Land Use Categories

## BUSINESS

“ INTENT: Provide places for people to shop, eat, and create.

“ LAND USES:

“ Primary: Retail, office, restaurant, lodging, entertainment uses, light industrial

“ RELATED ZONE DISTRICTS:

“ Commercial (C)

“ Light Industrial (LI)



# Future Land Use Categories

## MIXED USE

- “ INTENT: Provide a pedestrian friendly environment for people to live, work, shop, and play
- “ LAND USES:
  - “ Primary: Residential, commercial
  - “ Secondary: Public/civic
- “ RELATED ZONE DISTRICTS:
  - “ Mixed Residential Commercial (MRC)
  - “ Planned Unit Development (PUD)
  - “ Public and Community Facilities (PCF)







































PETITION FOR ANNEXATION  
TO THE  
TOWN OF ALPINE  
LINCOLN COUNTY, WYOMING

ANNEXATION NO. \_\_\_\_\_

1. The undersigned hereby petitions the Town of Alpine to annex the following described lands as the BOARDWALK II LOT 18 ANNEXATION TO THE TOWN OF ALPINE, in accordance with Section 15-1-402, etc. seq. of Wyoming Statutes, 2025, as amended.
2. That the legal description is “All of Lot 18 of Boardwalk Subdivision II, as shown on that plat of record in the Office of the Clerk of Lincoln County in Accession No. 994633”.
3. That your petitioner is the owner of the lands described in accordance with the records in the Office of the Clerk of Lincoln County in Book 1054 of Photostatic Records on page 48 and that a hearing is required in accordance with Section 15-1-405.
4. That an exhibit has been prepared by Surveyor Scherbel, Ltd., “MAP TO ACCOMPANY PETITION FOR BOARDWALK II LOT 18 ANNEXATION TO THE TOWN OF ALPINE, LINCOLN COUNTY, WYOMING”, dated 20 March 2026, and accompanies this petition.
5. That the especial reason for requesting annexation is so that the petitioners may enjoy the advantages of being served by the Town water and sewer. Also, other desirable amenities of the Town as they would become available. It is further noted:
  - i. That the annexation of the area would be for the protection of the health, safety, and welfare of those persons residing in the area and in the Town.
  - ii. That the urban development of the area sought to be annexed would constitute a natural geographical, economical, and social part of the Town.
  - iii. That the area sought to be annexed is a logical and feasible addition to the Town and the extension of basic and other services customarily available to residents of the Town shall, within reason, be available to the area proposed to be annexed.
  - iv. That the area sought to be annexed is contiguous or adjacent to the incorporated limits of the Town of Alpine.
  - v. That the governing body is prepared to designate Lower Valley Energy to serve the annexed area pursuant to Section 15-1-410, and to authorize the designated utility to serve the annexed area.
6. That the proposed area to be annexed will have access via Boardwalk Drive.

7. That utilities such as electrical, power, and telephone are installed within the public roadways and are readily available.
8. That the roadways will be constructed to the standards of the Town.
9. It is proposed that the area be zoned Mixed Residential Commercial.

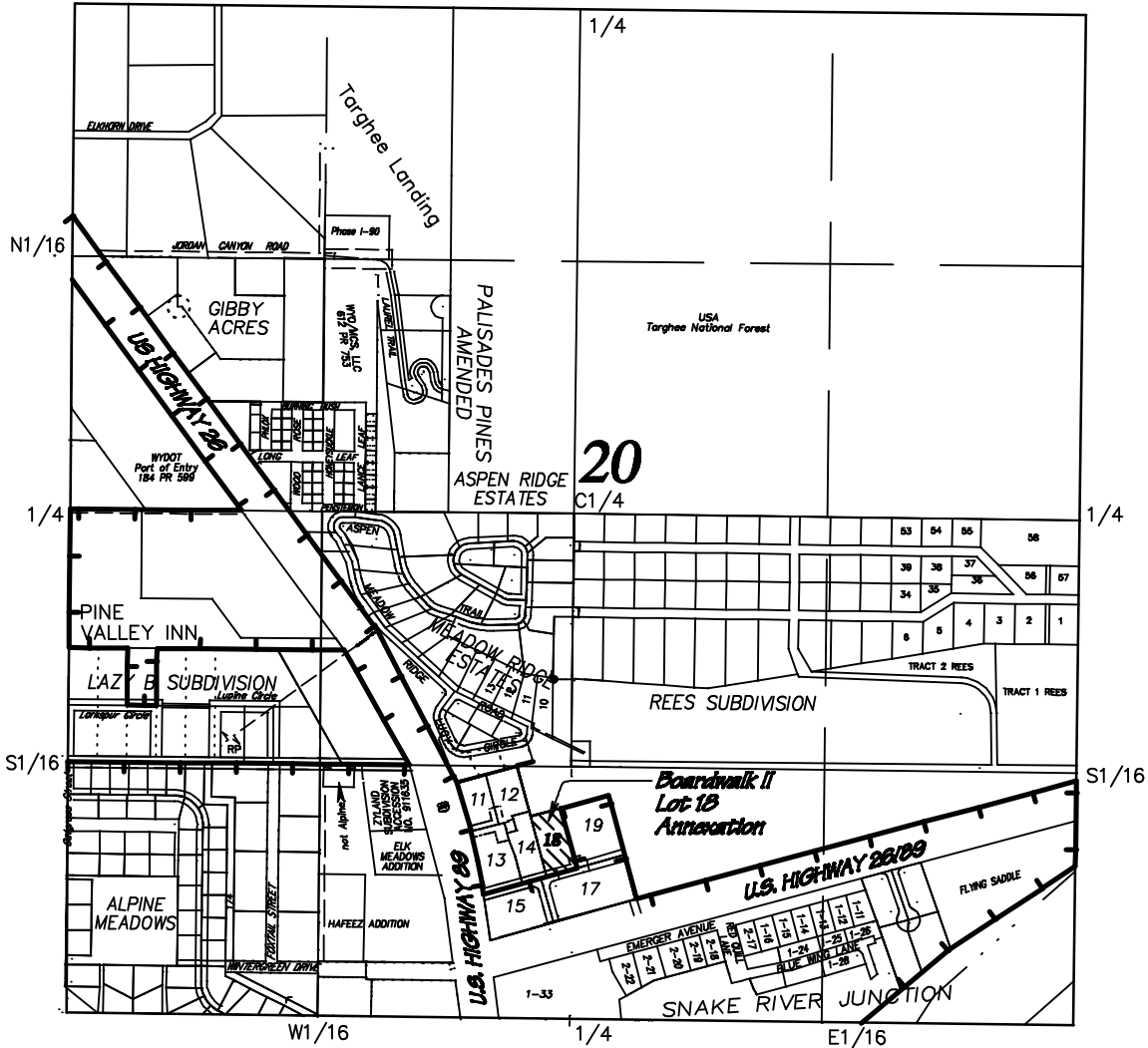
It is the prayer of your petitioner that the above-described area be annexed into the Town of Alpine and that the Town adopt an ordinance setting forth such annexation.

*Signature page to follow*

DRAFT



# LOCATION MAP T37N R118W



### LEGEND

[Town of Alpine] Indicates the incorporated limits of the Town of Alpine prior to this annexation.



## MAP TO ACCOMPANY PETITION FOR BOARDWALK II LOT 18 ANNEXATION TO THE TOWN OF ALPINE, LINCOLN COUNTY, WYOMING

SCALE: 1" = 1000' Revision date: 20 March 2026 Copyright © 2026 by Surveyor Scherbel LTD. All rights reserved.

DATE: 20 March 2026  
 DRAWN BY: Karl F. Scherbel  
 CALCULATED BY: Karl F. Scherbel  
 CATEGORY/PORT: EXH/BOARDWALK  
 FIELD BOOK:  
 COMPUTER FILE: Boardwalk2 L18 Annex



**SURVEYOR SCHERBEL, LTD.**  
 PROFESSIONAL LAND SURVEYORS  
 BOX 96 BIG PINEY-MARBLETON, WY TEL. 276-3347; BOX 725 AFTON, WY TEL. 885-9319;  
 ALPINE, WY TEL. 885-9319; JACKSON, WY TEL. 733-5903; LAVA, ID TEL. 776-5930

# CERTIFICATE OF SURVEYOR

STATE OF WYOMING } as ...  
COUNTY OF LINCOLN }  
I, Karl F. Scherbel, of Alton, Wyoming, hereby certify that this plat was made under my supervision during August 2017, and from records in the Office of the Clerk of Lincoln County and that it correctly represents BOARDWALK II SUBDIVISION.

That the boundary of the subdivision is:  
T37N R118W, Lincoln County, Wyoming, being:  
the SE 1/4 of the SE 1/4SW 1/4 and the SW 1/4SE 1/4 of Section 20,  
T37N R118W, Lincoln County, Wyoming, being:  
All of Lot 16 of Boardwalk Subdivision Amended, of record in said Office with Accession No. 992890,  
Encompassing an area of 3.13 acres, more or less.

The foregoing instrument was acknowledged before me by  
Karl F. Scherbel this 27th day of August 2017.  
Witness my hand and official seal, C.A. ORTENZIO, NOTARY PUBLIC  
Notary Public  
My Commission Expires: 5/27/2020

### CERTIFICATE OF APPROVAL

STATE OF WYOMING } as ...  
COUNTY OF LINCOLN }  
Pursuant to Sections 34-12-102 and 34-12-103 and Sections 18-5-301  
to 18-5-304 of the Wyoming Statutes, the Boardwalk II  
SUBDIVISION was approved at the regular meeting of the Board of  
County Commissioners held on this 4th day of October 2017.

Subject to the provisions of a resolution and amendments thereto, for  
the approval of subdivision and tentative plats as adopted on 4 May  
2005, as amended. Plat approval does not constitute acceptance of  
the plat. The plat shall be subject to the provisions of Wyoming  
Statutes 2017, as amended.

Board of County Commissioners  
County of Lincoln

Robert E. King, Chairman  
Attest:  
Kent Dornaby, Commissioner

Jeanne Wagner, Clerk  
Attest:  
Jerry Harmon, Commissioner

**LEGEND**  
Indicates a Corner Record filed or to be filed in the Office  
of the Clerk of Lincoln County.  
Indicates a 5/8" x 24" steel reinforcing rod with a 2"  
aluminum cap inscribed, "SURVEYOR SCHERBEL LTD AFTON  
WY PLS 11810", with appropriate details, found or of record.  
Indicates a 5/8" x 24" steel reinforcing rod with a 2"  
aluminum cap inscribed, "SURVEYOR SCHERBEL LTD AFTON  
WY PLS 11810", with appropriate details, set this survey.  
Indicates a 6" x 6" concrete post with brass cap inscribed:  
STATE HIGHWAY DEPT. R.O.W. MARKER, with appropriate  
details, found.  
Indicates a 5/8" x 24" iron rod with a yellow plastic cap  
marked "PE/S 3520", found.  
Indicates a 3/8" x 12" steel spike, found or of record.  
Indicates a 3/8" x 12" steel spike, set this survey.  
Indicates a calculated position, no monument found or set.  
Indicates a right-of-way line.  
Indicates a centerline.  
Indicates an easement line.  
Indicates an existing fence line.  
Indicates an existing overhead power transmission line.

The Base Bearing for this survey is the east-right-of-way line of  
Highway No. 26, bearing S71°19'42"W, 48.38' + 48.36' + 48.36' +  
48.38', being N08°02'42"W.  
Note: Due to the rounding algorithms of automated computer  
drafting text, the sum of the parts of total distances may be  
0.01' different from the total distance shown.

**OWNERS:**  
Boardwalk Development Group, LLC  
P.O. Box 3351  
Alton, Wyoming 83128  
Use of Lots:  
Zoning: Misd

**LAND USE TABLE:**  
Total Number of Lots: 2  
Average Lot Size: 1.574 Acres  
Commercial/Residential

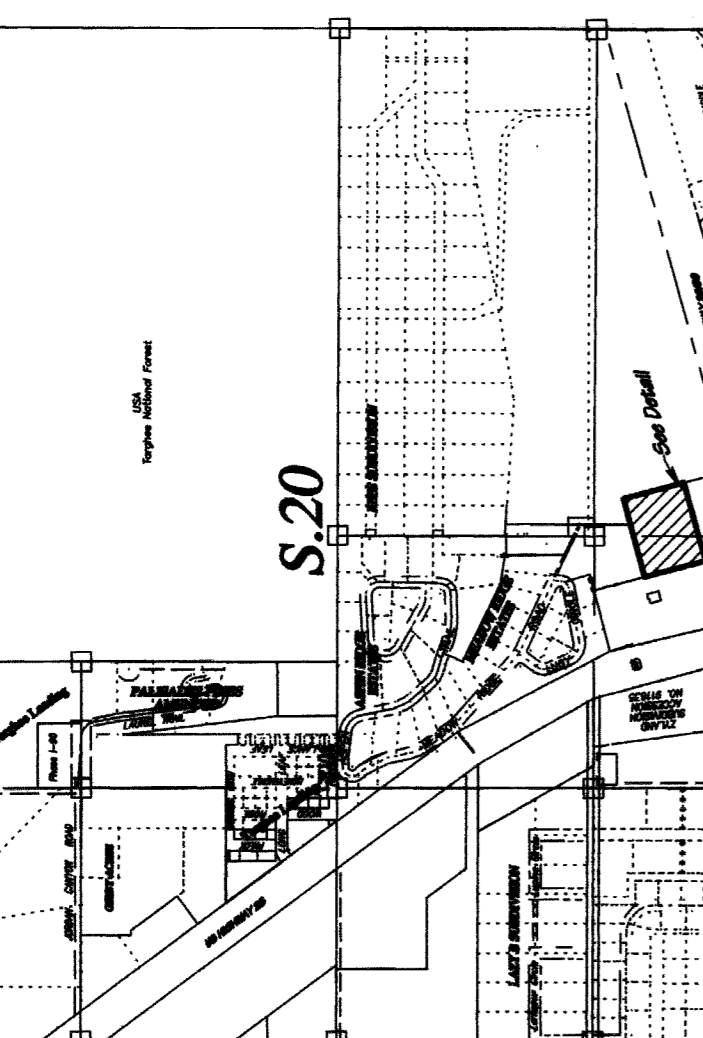
**SURVEYOR:**  
Surveyor Scherbel, Ltd.  
P.O. Box 2720  
Alton, Wyoming 83110  
(307) 885-8319

**DATE:**  
October 2017

# BOARDWALK II SUBDIVISION IDENTICAL WITH LOT 16

# BOARDWALK SUBDIVISION AMENDED WITHIN THE SE1/4SW1/4 SW1/4SE1/4 SECTION 20 T37N LINCOLN COUNTY, WYOMING R118W

## LOCATION MAP T37N R118W



SCALE: 1" = 1000'

## CERTIFICATE OF MORTGAGEE

Bank of Star Valley, Inc.  
Attest:  
Annette Cassidy,  
Vice President

On this 4th day of Oct 2017 before me personally appeared  
Rod R. Jensen, who did say that he is the  
owner of the above described property and  
signed and sealed on behalf of said corporation by authority of its  
Board of Directors and acknowledged said instrument to be the  
free act and deed of said corporation.

Given under my hand and notarial seal this 4th day of Oct 2017.  
Notary Public  
C.A. ORTENZIO, NOTARY PUBLIC  
My Commission Expires: 5/27/2020

STATE OF WYOMING } as ...  
COUNTY OF LINCOLN }  
that this subdivision is subject to that Declaration of Conditions,  
Restrictions, and Easements, as recorded in said Office in Book 971  
of Photostatic Records on page 348;

that Boardwalk Drive as shown on this plat is a private road with a  
perpetual right-of-way granted to Lots 18 and 19;

that the undersigned does hereby reserve a right of ingress, egress,  
and utility easement over the south thirty (30) feet of  
Lot 16 and the north thirty (30) feet of Lot 17 of Boardwalk  
Subdivision Amended, or respective portions thereof, to grant access  
and utilities to whatever adjoining lands said owner may designate;

that easements for drainage and utilities, identical with said Boardwalk  
Drive and a ten (10) foot strip of land along the sides and rear of each  
lot, are hereby granted to all public or private utility companies and  
other persons or entities, including the Boardwalk Development Group,  
Valley Energy, Silver Star Communications and the Town of Alton, for the  
underground installation, maintenance and repair of all utilities, including,  
but not limited to, water, sewer, power, telephone, cable television, gas,  
and other utilities, and appurtenant to the adjoining lands of the undersigned;  
that all rights under and by virtue of the Homestead Exemption Laws of  
the State of Wyoming are hereby released.

BOARDWALK DEVELOPMENT GROUP, LLC  
Signatures obtained by separate Certificates of Owner's  
Signatures to be recorded concurrently herewith

994633 10/10/2017 1:06 PM  
LINCOLN COUNTY FEES: \$75.00 PAGE 1 OF 1  
JEANNE WAGNER, LINCOLN COUNTY CLERK

**PLAT WARNINGS**  
1. INSTREAM FLOW AND RIPARIAN RIGHTS  
The seller does not warrant to a purchaser that the  
purchaser has any rights to the natural flow of any  
stream within or adjacent to the proposed subdivision.  
The State of Wyoming does not recognize any riparian  
rights to a stream. Continued natural flow of a stream or river  
for its source is not guaranteed by this subdivision.  
(W.S. 18-5-306, 2017).

2. DOMESTIC WATER AVAILABLE  
3. LACK OF COUNTY ROAD MAINTENANCE  
NO PUBLIC MAINTENANCE OF STREETS OR ROADS (W.S.  
18-5-306, 2017). Plat acceptance does not constitute  
a warranty of roadways or maintenance of roads by  
the Boardwalk Development Group, LLC.

4. LACK OF SOLID WASTE SERVICE  
Solid waste haulage service not proposed. Lot owners  
shall be responsible for hauling their own solid waste.  
5. FIRE RESPONSE  
On-site fire-fighting facilities are not proposed.  
6. SPLIT ESTATE  
THE SURFACE ESTATE OF THE LAND TO BE  
SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE  
DEVELOPMENT OF THE MINERAL ESTATE.

## CERTIFICATE OF ACCEPTANCE

Meadow Ridge Estates  
Accession No. 898827  
LOT 27

Attest:  
Sharon Beckus, Clerk  
W. Kennis Lutz, Mayor  
Town of Alpine

Attest:  
Ridge Estates  
594 PR 750  
Homesown Development, Inc.

Attest:  
Twenty (20) Soil Utility  
Sampling Associates, LLC  
418 PR 380

Attest:  
Lot 18  
1.21± Acres  
Vocated Lot 18  
Boardwalk Development  
830 PR 155

Attest:  
Lot 19  
1.92± Acres  
Vocated Lot 19  
Boardwalk Development  
830 PR 155

Attest:  
Boardwalk Subdivision  
Amended  
Accession No. 992890  
Lot 14

Attest:  
Boardwalk Subdivision  
Amended  
Accession No. 992890  
Lot 13

Attest:  
Boardwalk Subdivision  
Amended  
Accession No. 992890  
Lot 11

Attest:  
Boardwalk Subdivision  
Amended  
Accession No. 992890  
Lot 15

Attest:  
Boardwalk Subdivision  
Amended  
Accession No. 992890  
Lot 17

Attest:  
Boardwalk Subdivision  
Amended  
Accession No. 992890  
Lot 12

Attest:  
Boardwalk Subdivision  
Amended  
Accession No. 992890  
Lot 16

Attest:  
Boardwalk Subdivision  
Amended  
Accession No. 992890  
Lot 10

Attest:  
Boardwalk Subdivision  
Amended  
Accession No. 992890  
Lot 9

Attest:  
Boardwalk Subdivision  
Amended  
Accession No. 992890  
Lot 8

Attest:  
Boardwalk Subdivision  
Amended  
Accession No. 992890  
Lot 7

Attest:  
Boardwalk Subdivision  
Amended  
Accession No. 992890  
Lot 6

## CERTIFICATE OF RECORDATION

This plat was filed for record in the Office of the Clerk of Lincoln  
County on this 10th day of October 2017.

Attest:  
Karl F. Scherbel  
Surveyor

Attest:  
Jeannette Wagner  
Clerk

Attest:  
Karl F. Scherbel  
Surveyor

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Jeannette Wagner  
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Jeannette Wagner  
Clerk

Attest:  
Karl F. Scherbel  
Surveyor



# PLANNED UNIT DEVELOPMENT APPLICATION

### Owner Information:

Owner: Dead Horse Development, LLC c/o Rex Doornbos	Phone: 307-413-3305
Mailing Address: PO Box 13308, Jackson, Wyoming 83002	
Physical Address: 856 Elkhorn Dr.	
Legal Description (Lot#, Block, Tract & Subdivision) Lot 1 Dead Horse Meadows Addition to the Town of Alpine	

Attached additional Information Page, if needed:

PUD Description: See attached statement to accompany Planned Unit Development Application	Current Zoning:  MRC - Mixed Residential and Commercial District
---	---

### Property Owners within a 500ft radius of property: (use separate sheet if needed)

Owner: See attached	Mailing Address:
Owner:	Mailing Address:
Owner:	Mailing Address:
Owner:	Mailing Address:
Owner:	Mailing Address:
Owner:	Mailing Address:
Owner:	Mailing Address:
Owner:	Mailing Address:
Owner:	Mailing Address:

Signature of Owner or Authorized Representative: <i>Rex Doornbos</i>	Date: 02/02/2026
---	---------------------

### FOR TOWN USE ONLY

Date Received:	Permit #:
Permit Fees:	Paid Fees (CK # - Receipt #):



Completed Document Audit Report  
Completed with SignWell.com

Title: Alpine Planned Unit Development Application - Alpine Business Park





Document ID: 9e9b0478-5ac9-49c3-b985-9e6fcf76d28c

Time Zone: (GMT-07:00) Mountain Time - Denver

Files

Alpine Planned Unit Development Application - Alpi.pdf - 1 page Jan 31, 2026 05:11:41 MST

Activity

 <b>Surveyor Scherbel</b>	created the document (surveyorscherbelltd@gmail.com)	Jan 31, 2026 05:12:08 MST
IP: 216.128.224.23		
 <b>Surveyor Scherbel</b>	sent the document to rex@newwestbc.com	Jan 31, 2026 05:14:56 MST
IP: 216.128.224.23		
 <b>Rex Doornbos</b>	first viewed document (rex@newwestbc.com)	Feb 02, 2026 08:04:28 MST
IP: 2a01:1111:f400:7e8b::100		
 <b>Rex Doornbos</b>	signed the document (rex@newwestbc.com)	Feb 02, 2026 14:59:15 MST
IP: 207.183.162.37		

## Planned Unit Development for Dead Horse Development LLC

Dead Horse Development, LLC (developer) owns Lot 1 of Dead Horse Meadows Addition to the Town of Alpine. The total area of the property is 2.10 acres (91,476 sq. ft.). The development will be named Alpine Business Park Addition.

The developer is applying for a Planned Unit Development (PUD) Application for a commercial townhome development. A “townhome” is a fee interest to a single building that is part of series of single or multi-story building joined together by shared walls. Each single building also has an equal undivided interest in and to the remainder of the property outside the walls of the building.

This type of ownership extends to commercial and other uses beyond residential where individual ownership of a space is desired. This project does not create any additional density; rather, the PUD allows for flexibility on the design, layout, platting, and ownership of the individual townhome lots with a shared ownership and maintenance of the common areas.

A commercial building permit was issued and approved by the Town of Alpine in May 2025 to construct two (2) buildings on the property. The dimensions of the buildings are: west building – 50’x120’; east building – 90’x200’.

The buildings will be divided into lots as follows:

West Building – Commercial Lots 1-4.

East Building – Commercial Lots 5-6.

The development will include fifty-four (54) parking spaces (including three parking spaces designated for handicap parking). Each building will have parking adjacent to the front of the building, and there will be additional parking on the north boundary of the property.

Each Lot will have ownership of Limited Common Elements, (i.e., parking spaces,) specific to each Lot as noted on the proposed subdivision plat. Also noted on the plat are the General Common Elements, (i.e, driveways and other common areas for utilities,) for use of all Lots within the development. The townhome development will be outlined in the Declaration of Covenants, Conditions and Restrictions.

SCOTT A. SCHERBEL  
Professional Land Surveyor  
Wyoming Registration No. 3889  
Utah Registration No. 372111  
Idaho Registration No. 8026

MARLOWE A. SCHERBEL  
Professional Land Surveyor  
Wyoming Registration No. 5368

KARL F. SCHERBEL  
Professional Land Surveyor  
Wyoming Registration No. 11810  
Idaho Registration No. 13493  
Certified Federal Surveyor No. 1223

# SURVEYOR SCHERBEL, LTD. PROFESSIONAL LAND SURVEYORS

Est. 1951 CONSULTANTS IN Boundary Matters, Irrigation and Water Rights

AFTON OFFICE  
Box 725, 46 West 3<sup>rd</sup> Avenue  
Afton, WY 83110  
307-885-9319  
307-885-9809 (Fax)

BIG PINEY OFFICE  
Box 96, 283 Main Street  
Big Piney-Marbleton, WY 83113  
307-276-3347  
307-276-3348 (Fax)

Section 4, Itemd.

Bi KASSIE KEEHN  
Afton Office Manager  
Jackson, Wyoming  
Direct to Big-Piney Office  
307-733-5903 & Fax

Lava Hot Springs, Idaho  
Direct to Big Piney Office  
208-776-5930 & Fax

Montpelier, Idaho  
Direct to Afton Office  
208-847-2800 & Fax

3 February 2026

Mayor Eric Green  
Town of Alpine  
PO Box 3070  
Alpine, Wyoming 83128

Re: Dead Horse Development, LLC – Planned Unit Development Application and Replat Permit Application – Lot 1 of Dead Horse Meadows Addition within the Town of Alpine, Lincoln County, Wyoming

Dear Mayor Green,

Enclosed please find the following for the above referenced project:

1. An executed Planned Unit Development Application.
2. An executed Replat Permit Application.
3. A Master Plan Report for Alpine Business Park Addition.
4. A copy of the Ownership deed: 1125 PR 31 – Dead Horse Development, LLC.
5. A list of property owners within 500 feet of the proposed development with mailing addresses based on the most current information from the Lincoln County GIS.
6. A print of an advance plat titled, “PRELIMINARY PLAT OF ALPINE BUSINESS PARK ADDITION TO THE TOWN OF ALPINE WITHIN NE $\frac{1}{4}$ NE $\frac{1}{4}$  Section 19 T37N R118W LINCOLN COUNTY, WYOMING”, dated 6 May 2025.
7. A reduced print of the plat. This print may be reproduced to be added to adjoining property owner’s notification letter.
8. Check No. 14185 in the amount of \$6,600.00 for application fees.

If you have any questions, please contact me.

Sincerely,  
SURVEYOR SCHERBEL, LTD.



Jamie DeCora  
enclosures

cc: Rex Doornbos, Dead Horse Development, LLC (email)

Page 1 of 1

AL/Alpine Business Park Addition

**Master Plan Report**  
for  
**Alpine Business Park Addition**  
February 2026

### 1.0 Statement of Purpose and Land Uses

Dead Horse Development, LLC (developer) owns Lot 1 of Dead Horse Meadows Addition to the Town of Alpine. The total area of the property is 2.10 acres (91,476 sq. ft.). The development will be named Alpine Business Park Addition.

The developer is applying for a Planned Unit Development (PUD) Application for a commercial townhome development. A “townhome” is a fee interest to a single building that is part of series of single or multi-story building joined together by shared walls. Each single building also has an equal undivided interest in and to the remainder of the property outside the walls of the building.

This type of ownership extends to commercial and other uses beyond residential where individual ownership of a space is desired. This project does not create any additional density; rather, the PUD allows for flexibility on the design, layout, platting, and ownership of the individual townhome lots with a shared ownership and maintenance of the common areas.

A commercial building permit was issued and approved by the Town of Alpine in May 2025 to construct two (2) buildings on the property. The dimensions of the buildings are: west building – 50’x120’; east building – 90’x200’.

The buildings will be divided into lots as follows:

West Building – Commercial Lots 1-4.

East Building – Commercial Lots 5-6.

The development will include fifty-four (54) parking spaces (including three parking spaces designated for handicap parking). Each building will have parking adjacent to the front of the building, and there will be additional parking on the north boundary of the property.

Each Lot will have ownership of Limited Common Elements, (i.e., parking spaces,) specific to each Lot as noted on the proposed subdivision plat. Also noted on the plat are the General Common

Elements, (i.e, driveways and other common areas for utilities,) for use of all Lots within the development. The townhome development will be outlined in the Declaration of Covenants, Conditions and Restrictions.

## 2.0 Development Schedule

The construction of the buildings are underway. The anticipated completion date for the west building is March 2026 and the east building is April 2026.

## 3.0 Lots and Zoning

Refer to 1.0 Statement of Purpose and Land Uses for the number of lots being created.

The current zoning for the property is Mixed Residential Commercial. The proposed usage will be consistent with the current zoning.

## 4.0 Soils Suitability

The soils within the Alpine Business Park Addition are classified by the USDA Natural Resources Conservation Services (NRCS) as Hobacker Gravelly Sandy Loam (Hb). This soil profile includes the following:

0 to 13 inches: gravelly sandy loam

13 to 23 inches: very gravelly sandy loam

23 to 30 inches: very gravelly sandy loam

30 to 60 inches: very gravelly loamy sand

The soil is “somewhat excessively drained” with a depth to the water table of more than eighty (80) inches. The frequency of ponding is “none” and is in the hydrologic soil group A. (Refer to Exhibit A)

## 5.0 Compatibility with Adjacent Land Uses

The proposed development is compatible with other types of use along US Highway 26.

## 6.0 Housing

Not applicable to this development. The development is solely commercial use.

## 7.0 Planned Water System

Refer to Exhibit B prepared by Harmony Design and Engineering dated 27 May 2025

## 8.0 Planned Wastewater System

Refer to Exhibit B prepared by Harmony Design and Engineering dated 27 May 2025

## 9.0 Planned Points of Access and Traffic Volumes

Refer to Exhibit B prepared by Harmony Design and Engineering dated 27 May 2025

## 10.0 Vehicular Circulation Plan

Vehicles within the development will enter and exit the development directly onto Elkhorn Drive via two (2) separate approaches. Elkhorn Drive intersects US Highway 26 to the southwest. There will be no direct access on to US Highway 26.

## 11.0 Storm Water Management Plan

The storage water management plan is shown on the preliminary plat and the civil drawings that were submitted with the approved building permit (May 2025).

## 12.0 Snow Storage Plan

The snow storage areas are shown on the preliminary plat and the civil drawing submitted with the approved building permit (May 2025).

## 13.0 Landscaping Plan

The landscaping areas are shown on the preliminary plat and the civil drawing submitted with the approved building permit (May 2025). The landscaping will consist of drought tolerant grasses.

## 14.0 Planned Easements

There are no proposed easements through this development for access to or extension of the Town of Alpine Community Trail System.

## 15.0 Planned Covenants and Deed Restrictions

A draft of the planned covenants has been prepared. Refer to Exhibit C.

Conceptual Exhibits:

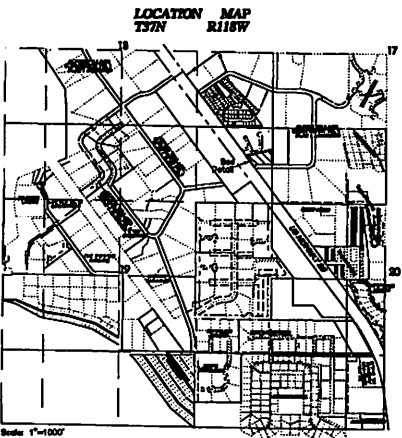
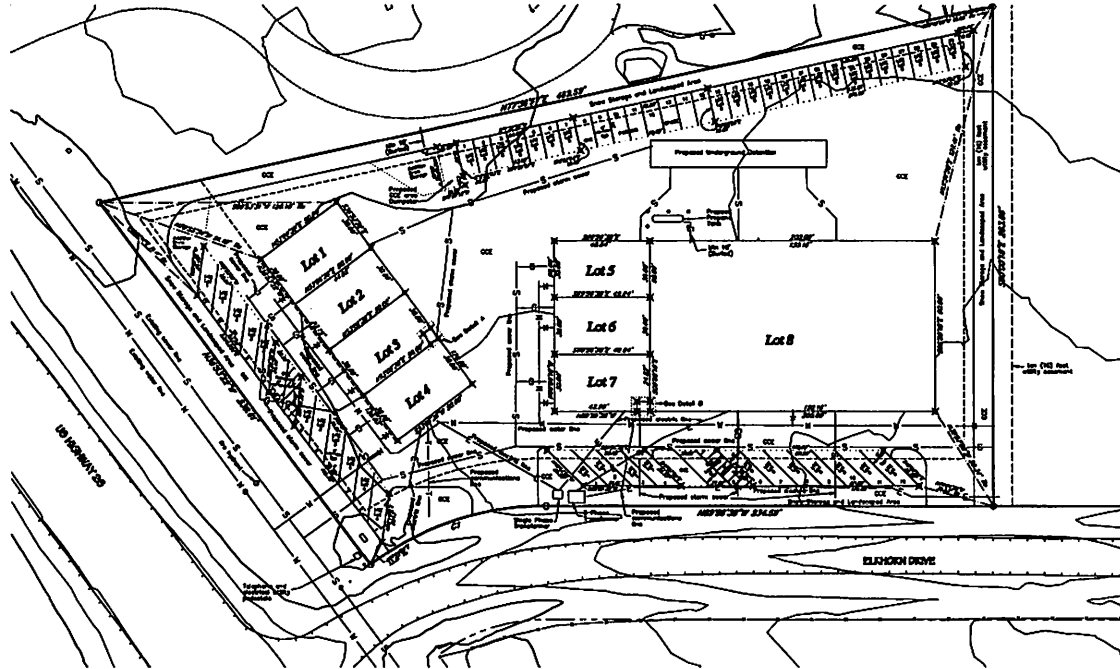
Preliminary Plat of Alpine Business Park Addition to the Town of Alpine prepared by Surveyor Scherbel, Ltd.

Exhibit A – Soil Map – Star Valley Area, Wyoming -Idaho

Exhibit B – Report dated 27 May 2025 from Harmony Design & Engineering

Exhibit C – Draft of Declaration of Covenants, Conditions and Restriction for Alpine Business Park to the Town of Alpine

# ALPINE BUSINESS PARK ADDITION



**CERTIFICATE OF SURVEYOR**  
STATE OF WYOMING }  
COUNTY OF LINCOLN } ss.  
COUNTY OF LINCOLN }  
I, **Karl F. Scherbel**, County of Lincoln, State of Wyoming, hereby certify that this plat was made from actual field data during a careful survey made by me or under my direct supervision and that I am duly licensed as a Surveyor in the State of Wyoming and that I am duly licensed as a Surveyor in the State of Wyoming and that I am duly licensed as a Surveyor in the State of Wyoming.



The foregoing instrument was acknowledged before me by Karl F. Scherbel on this \_\_\_ day of \_\_\_\_\_, 2023.

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

**CERTIFICATE OF OWNERS**  
STATE OF WYOMING }  
COUNTY OF LINCOLN } ss.  
COUNTY OF LINCOLN }  
The undersigned do hereby certify that the subdivision of Lot 1 of Dead Horse Meadows Subdivision within the incorporated limits of the Town of Alpine, Wyoming, Lincoln County, Wyoming, as more particularly described in the Certificate of Survey, to wit: the first segment and is accordance with the desires of the owner and proprietor of the described lands:

That the name of the addition shall be the **ALPINE BUSINESS PARK ADDITION** to the Town of Alpine;

That they do hereby divide and add Lot 1 in accordance with Section 34-12-108 (Planning, Zoning and Ordinance) and respectively request the Clerk of Lincoln County to so mark and plot in accordance with Section 34-12-112;

That Lots 1-8 are heretofore free encumbrances as defined in the Ordinance of the Clerk of Lincoln County;

That Lots 1-8 are heretofore free encumbrances as defined in the Ordinance of the Clerk of Lincoln County;

That each owner of lots within this addition is a member of the Alpine Business Park Property Association;

That each lot consists of a single lot and the underlying land together with the exclusive use of the Limited Common Driveway (LCD) with the same, including an undivided interest in the General Common Driveway (GCD) as defined in said Ordinance;

That said addition is subject to any assessments of record;

That an emergency vehicle easement is hereby granted to the Town of Alpine over and across the common area (GCD, LCD) shown herein;

That utility easements herewith with the survey area (GCD, LCD) shown herein are hereby granted to Lower Valley Power and Light, Inc. and Silver Star Telephone Company, Inc. and other public and private utilities to serve the lots of this addition;

That all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming are hereby released;

Dead Horse Development, LLC  
Owners obtained two separate Certificates of Record to be recorded separately herewith.  
Managing Member \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE**  
STATE OF WYOMING }  
COUNTY OF LINCOLN } ss.  
COUNTY OF LINCOLN }  
The foregoing ALPINE BUSINESS PARK ADDITION to the Town of Alpine was approved at the regular meeting of the Alpine Town Council on this \_\_\_ day of \_\_\_\_\_, 2023 in accordance with Resolution No. \_\_\_\_\_ of the Town of Alpine.

Town of Alpine  
Attest:

\_\_\_\_\_  
Michele L. Charnoff, Town Clerk

\_\_\_\_\_  
Dale Green, Mayor

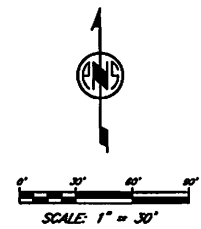
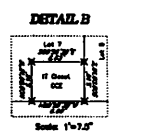
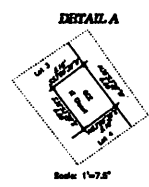


**CURVE TABLE**

CHORD	BEARING	CHORD	BEARING	CHORD	BEARING	CHORD	BEARING
100.00'	S 100.00° E	100.00'	S 100.00° E	100.00'	S 100.00° E	100.00'	S 100.00° E

**NOTES:**  
Show the width Highway 26 is a forced main.  
Information on this file available from the Town of Alpine.

- LEGEND**
- Indicates a 3/4" x 3/4" steel reinforcing rod with an aluminum cap
  - Indicates a 3/4" x 3/4" steel reinforcing rod with an aluminum cap
  - Indicates a typical barrier.
  - Indicates an easement line.
  - Indicates a setback line.
  - Indicates a snow storage area.
  - Indicates a water line.
  - Indicates a sewer line and storm cover line.
  - Indicates an underground electric line.
  - Indicates an underground communication line.
  - Indicates a buried propane line.
  - Indicates that part of the common area which is General Common Area.
  - Lot 1
  - Indicates a benchmark.
- The Bench of Starting for this survey is \_\_\_\_\_ of Section 10, T37N R118W.



PLAT 848D, 2 February 2023

DATE: 8 May 2023  
DRAWN BY: D.A. PHELPS  
CHECKED BY: Karl F. Scherbel  
COMPUTER: 30/10/2023, DASH HERZ  
FORM 8000  
COMPUTED FILE: 10/20/23, DASH HERZ, PLS, LK1, P2, P3

**SURVEYOR SCHERBEL, LTD.**  
PROFESSIONAL LAND SURVEYORS

1015 W. 10TH ST. SUITE 100, CHEYENNE, WY 82001  
PHONE: 337-1111 FAX: 337-1112  
WWW.SURVEYORSCHERBEL.COM

**CERTIFICATE OF RECORDATION**  
This plat was filed for record in the Office of the Clerk of Lincoln County on this \_\_\_ day of \_\_\_\_\_, 2023.

April Brundel, Clerk

**OWNERS:**  
Dead Horse Development, LLC  
P.O. Box 723  
Alpine, Wyoming 83002

**LAND USE TABLE:**  
Total Number of Lots: 8  
Total Acres: 2.104 Acres  
Zoning: MUC - Mixed Residential and Commercial District

**SURVEYOR:**  
Surveyor Scherbel, Ltd.  
P.O. Box 723  
Alpine, Wyoming 83110  
(307) 655-8319

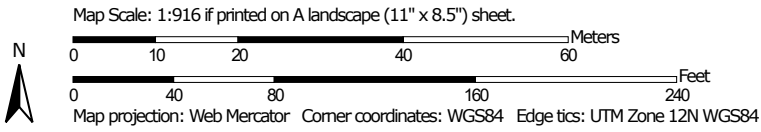
**DATE:**  
February 2023

**PRELIMINARY PLAT OF ALPINE BUSINESS PARK ADDITION TO THE TOWN OF ALPINE WITHIN NE1/4NB1/4 SECTION 19 T37N R118W LINCOLN COUNTY, WYOMING**

# Exhibit A


## Soil Map—Star Valley Area, Wyoming-Idaho (Dead Horse Meadows Addition)

Section 4, Itemd.




### MAP LEGEND

**Area of Interest (AOI)**

 Area of Interest (AOI)




















**Soils**





 Soil Map Unit Polygons

 Soil Map Unit Lines


 Soil Map Unit Points

**Special Point Features**





-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot

-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features


**Water Features**

 Streams and Canals

**Transportation**

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

**Background**

 Aerial Photography

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

**Warning:** Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL:  
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Star Valley Area, Wyoming-Idaho  
Survey Area Data: Version 20, Sep 10, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 20, 2022—Jul 25, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Hb	Hobacker gravelly sandy loam	2.7	100.0%
<b>Totals for Area of Interest</b>		<b>2.7</b>	<b>100.0%</b>

## Star Valley Area, Wyoming-Idaho

### Hb—Hobacker gravelly sandy loam

#### Map Unit Setting

*National map unit symbol:* 53ww

*Elevation:* 5,800 to 7,500 feet

*Mean annual precipitation:* 13 to 21 inches

*Mean annual air temperature:* 32 to 39 degrees F

*Frost-free period:* 30 to 90 days

*Farmland classification:* Not prime farmland

#### Map Unit Composition

*Hobacker and similar soils:* 85 percent

*Minor components:* 15 percent

*Estimates are based on observations, descriptions, and transects of the mapunit.*

#### Description of Hobacker

##### Setting

*Landform:* Mountain slopes

*Landform position (three-dimensional):* Mountainflank

*Down-slope shape:* Linear

*Across-slope shape:* Linear

*Parent material:* Alluvium derived from igneous, metamorphic and sedimentary rock

##### Typical profile

*A1 - 0 to 13 inches:* gravelly sandy loam

*A2 - 13 to 23 inches:* very gravelly sandy loam

*2Ck1 - 23 to 30 inches:* very gravelly sandy loam

*2Ck2 - 30 to 60 inches:* very gravelly loamy sand

##### Properties and qualities

*Slope:* 0 to 3 percent

*Depth to restrictive feature:* More than 80 inches

*Drainage class:* Somewhat excessively drained

*Capacity of the most limiting layer to transmit water (Ksat):* High  
(2.00 to 6.00 in/hr)

*Depth to water table:* More than 80 inches

*Frequency of flooding:* None

*Frequency of ponding:* None

*Calcium carbonate, maximum content:* 10 percent

*Gypsum, maximum content:* 5 percent

*Maximum salinity:* Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

*Sodium adsorption ratio, maximum:* 5.0

*Available water supply, 0 to 60 inches:* Low (about 3.5 inches)

##### Interpretive groups

*Land capability classification (irrigated):* 4s

*Land capability classification (nonirrigated):* 6s  
*Hydrologic Soil Group:* A  
*Ecological site:* R043BY222WY - Loamy Foothills and Mountains  
West  
*Hydric soil rating:* No

**Minor Components**

**Unnamed sl over grv-ls**  
*Percent of map unit:* 15 percent  
*Hydric soil rating:* No

**Data Source Information**

Soil Survey Area: Star Valley Area, Wyoming-Idaho  
Survey Area Data: Version 20, Sep 10, 2024

## Exhibit B

May 27, 2025

Dani Gavin [Dani@newwestbc.com](mailto:Dani@newwestbc.com)  
New West Building Company



**RE: Lot 1 Dead Horse Meadows Addition – PUD Application data request**

Dear Ms. Gavin,

At your request, Harmony Design & Engineering (HDE) has provided the following data to support the PUD application for Lot 1 Dead Horse Meadows Addition, within the Town of Alpine, Lincoln County, Wyoming.

Wastewater

Wastewater flows were estimated using the Wyoming Department of Environmental Quality (WYDEQ) design flow rates (Chapter 25; Table 2). The building flows were assessed as “Industrial Building” with an estimate of 20 gallons per day per employee. We estimate 4 employees per office/shop space (7 total) and 8 employees for the welding/fabrication space. This totals an equivalent of 36 employees or a design peak of 720 gallons per day. Assuming a design peaking factor of 1.5, the average flow is estimated at 480 gallons per day.

Water

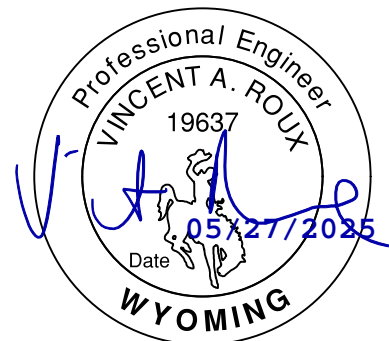
Water flows were estimated based on wastewater flows plus additional landscape irrigation demands. The average flow was therefore estimated at 480 gallons per day. Beyond the 720 gallons per day design peak for domestic supply, 15,000 sf of landscaping was assigned a seasonal demand of 1,380 gallons per day for a total design peak of 2,100 gallons per day.

Traffic Volume

Trip counts were estimated using the Institute of Transportation Engineers (ITE) Trip Generation Manual, 7<sup>th</sup> edition. The project was assigned the land use code 130, Industrial Park. The fitted curve equations were used to calculate average vehicle trip ends by number of employees for (1) a weekday and (2) the maximum of the morning and afternoon peak hours of adjacent street traffic. For a total of 36 employees, this resulted in a weekday average of 230 vehicle trips per day, and an afternoon peak of 29 trips per hour.

Regards,

Vincent Roux, PE



**Declaration of Covenants, Conditions, and Restrictions  
for Alpine Business Park  
to the Town of Alpine**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE ALPINE BUSINESS PARK (the “Declaration”) is made this \_\_\_\_ day of \_\_\_\_\_, 2026 by Dead Horse Development, LLC, a Wyoming limited liability company (the “Declarant”).

**ARTICLE I – DECLARATION, PURPOSE AND INTENT**

1.1. **Purpose and Intent.** The Declarant, as the owner of the real property known as the Alpine Business Park according to that final plat recorded in the official records of the County Clerk of Lincoln County, Wyoming on the same date hereof (the “Property”), intends by the recording of this Declaration to create a general plan of development for the Property. This Declaration provides for the overall development, administration, maintenance, and preservation of the real property now or hereafter comprising the Property. Capitalized terms used herein but not defined shall have the respective definitions as set in this Article II.

1.2. **Binding Effect.** The Property shall be owned, sold, conveyed, encumbered, used, occupied and developed subject to all provisions of this Declaration, which shall run with the title to the Property. This Declaration shall be binding upon all persons having any right, title or interest in any portion of the Property, and their heirs, successors-in-title, and assigns. This Declaration shall be enforceable in perpetuity by the Declarant, the Association, any Owner, and their respective legal representatives, heirs, successors, and assigns.

1.3. **Governing Documents.** The Governing Documents (as defined below), create a general plan of development and use for the Property, which may be supplemented as set forth herein. In the event of conflict between or among the Governing Documents and any such additional covenants or restrictions, the more restrictive shall control. Nothing in this Section shall preclude the adoption of any Supplemental Declaration or other recorded covenants applicable to any portion of the Property from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. All provisions of the Governing Documents shall apply to all Owners and Occupants as well as their respective family members, guests, licensees, 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 the remaining provisions of this Declaration.

**ARTICLE II – DEFINITIONS**

The terms used in the Governing Documents shall generally be given their natural, commonly accepted definitions unless otherwise specified.

2.1. **Association.** The Alpine Business Park Property Association, a Wyoming non-profit corporation, its successors or assigns.

2.2. **Articles.** The Articles of Incorporation of the Association, as they may be amended from time to time.

2.3. **Bylaws.** The Bylaws adopted by the Association, as they may be amended from time to time.

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

2.5. **Board.** The Board of Directors of the Association 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.

2.6. **Common Elements.** Those areas designated as “General Common Elements” and “Limited Common Elements” on the Plat, in the aggregate, or any portion thereof, and all other real and personal property, including easements for access and utilities, that the Association owns, leases, or in which it otherwise holds, or acquires in the future, possessory or use rights for the common enjoyment of the Owners.

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

2.8. **Deed of Conveyance.** The conveyance document used by Declarant to convey title of a Townhouse to an Owner.

2.9. **Declarant.** Dead Horse Development, LLC, a Wyoming limited liability company, and its successors or assigns.

2.10. **Final Plat or Plat.** The final subdivision plat of Alpine Business Park recorded in the Office of the Clerk of Lincoln County, Wyoming the same date hereof.

2.11. **General Common Elements.** The entire Project excepting all Townhouses, Party Walls, and the Limited Common Elements. Without limiting the generality of the foregoing, the General Common Elements shall include (i) all areas of the Property except for the Limited Common Elements and Townhouses; (ii) all appurtenances to the Property; (iii) all utility installations located outside a Townhouse, except for the Limited Common Elements – Propane Tank; and (iv) General Common Elements – Garbage, General Common Elements – IT Closet, and General Common Elements – Parking. The General Common Elements may be referred to herein and on the Condominium Plat as “General Common Elements” or “GCE.”

2.12. **General Common Elements – Garbage.** Those General Common Elements as designated on the Condominium Plat encompassing a trash receptacle. General Common Elements – Garbage may be referred to herein and on the Condominium Plat as “General Common Element – Garbage,” “GCE – Garbage,” or “GCE-G.”

2.13. **General Common Elements – IT Closet.** Those General Common Elements that are mechanical closets located on Lots 3 and 7 as designated on the Condominium Plat and labeled “IT Closet.” General Common Elements – IT Closet may be referred to herein and on the Condominium Plat as “General Common Element – IT Closet” or “GCE – IT Closet.”

2.14. **General Common Elements – Parking.** Those parking spaces designated on the plat as General Common Elements – Parking, including handicap spaces, or otherwise not marked as LCE-Parking, shall be parking areas that are a part of the General Common Elements. The General Common Elements – Parking shall be available to all Occupants and their licensees, invitees, and guests on a first-come, first served basis.

2.15. **Governing Documents.** A collective term referring to this Declaration, any Supplemental Declaration(s), the Bylaws, the Articles, and the Rules and Regulations, if any, as they may be amended from time to time.

2.16. **Limited Common Elements.** Those portions of the Common Elements designated on the Final Plat for the exclusive use of one or more but fewer than all of the Townhouses. Limited Common Elements may be referred to herein or on the Final Plat as “Limited Common Element” or “LCE.”

2.17. **Limited Common Elements – Parking.** Those Limited Common Elements for the exclusive use of one or more Townhouse for parking as designated on the Final Plat. Limited Common Elements-Parking may be referred to herein or on the Final Plat as “Limited Common Element-Parking” or “LCE Lot X,” where “X” is the Lot number to which the parking space is assigned.

2.18. **Limited Common Elements – Propane Tank.** Those Limited Common Elements for a propane tank as designated on the Final Plat, which propane tank is for exclusive use of Lot 8.

2.19. **Lot.** Any Lot as shown on the Plat. Each Lot contains one Townhouse.

2.20. **Member.** A Person subject to membership in the Association pursuant to Article VI.

2.21. **Occupant.** Any person or persons in possession of a Townhouse, including Owners, lessees, guests, agents, employees, and invitees of such person or persons.

2.22. **Owner.** One or more Persons who holds a record fee title to the Townhouse affixed to and situated upon such Lot. The definition of “Owner” specifically excludes any party holding an interest merely as security for the performance of an obligation.

2.23. **Party Wall.** The common walls between two Townhouses, which walls begin at the interior boundary of the sheetrock covering the interior of the Party Wall within each Townhouse, and which walls provide support for the Property and separation between the Townhouses. The Party Walls include and may contain utilities lines that serve more than one Townhouse.

2.24. **Person.** A natural person, a corporation, a partnership, limited liability company, a trustee, or any other legal entity.

2.25. **Property.** Has the meaning in Section 1.1.

2.26. **Public Records.** The official records of the Clerk of Lincoln County, Wyoming.

2.27. **Rules and Regulations.** The Rules and Regulations, if any, adopted by the Board pursuant to Section 3.2 hereof.

2.28. **Special Assessment.** Assessments levied in accordance with Section 8.3.

2.29. **Specific Assessment.** Assessments levied in accordance with Section 8.4.

2.30. **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.

2.31. **Townhouse.** The structure located on any Lot. The Townhouses within the Property are numbered Unit 1 through Unit 8.

### ARTICLE III – USE AND CONDUCT

3.1. **Framework for Regulation.** The Governing Documents establish, as part of the general plan of development for the Property, a framework of covenants, easements and restrictions that govern the Property. 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 Property and its Owners and Occupants.

3.2. **Rule Making Authority.**

(a) The initial Rules and Regulations shall be adopted by the Declarant or by the Board. 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 such Rules and Regulations. The Board shall send notice by mail to all Owners concerning any such proposed action at least five (5) business days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

Such action shall become effective after compliance with Section 3.2(c) below unless disapproved at a meeting of the Members by 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 that modify, cancel, limit, create exceptions to, or expand the 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 subsection (a) or (b) of this Section, the Board shall send a copy of the new rule or explanation of any changes to the Rules and Regulations to each Owner specifying the effective date. The Association shall provide, at no additional charge, a copy of the Rules and Regulations then in effect to any requesting Member or Mortgagee.

3.3. **Owners' Acknowledgement and Notice to Purchasers.** All Owners are given notice that use of the Property is limited by the Rules and Regulations as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a Deed of Conveyance for their Townhouse, acknowledges and agrees that the use and enjoyment and marketability of a Townhouse will be affected by this Declaration and that the Rules and Regulations may change from time to time. All purchasers are on notice that the Rules and Regulations, and any changes thereto, are not recorded in the Public Records. Copies of the Rules and Regulations may be obtained from the Association, or if no Association has been formed, from the Declarant.

3.4. **No Mining, Excavating or Drilling.** The Property shall not be used for the purpose of mining, quarrying, drilling, boring, exploring for, or removal of, any geothermal resources, oil, gas or other

hydrocarbons, minerals, rocks, stones, gravel, sand, topsoil or earth, except as is customary during the construction of the development. Nothing contained herein shall be construed to limit the rights of the owner of a mineral interest served from the surface of any portion of the Property prior to the recording of this Declaration and nothing herein shall prevent the Declarant or an Owner from moving dirt, gravel, rocks and other soils necessary for the development, including landscaping, of their respective properties.

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

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

(d) Activities Within Townhouses. The Association may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of Occupants of other Townhouses, that generate excessive noise, or traffic and/or parking nuisance, that create unsightly conditions visible outside the Townhouse, 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 Property that would increase the rate of insurance or cause the cancellation of insurance on any Townhouse or any 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 Townhouses 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 that they maintained on the Property 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 Property.

The limitations in subsections (a) through (h) 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 XII.

3.6. **Domestic Animals.** Each Townhouse shall be entitled to have Household Pets. The term Household Pet(s) means generally recognized household pets such as dogs and cats. All animals not considered to be a Household Pet are prohibited from being maintained or cared for on the Property. Household pets may not be kept for any commercial purpose and may not cause an unreasonable amount of noise, odor, or otherwise become a nuisance to other Occupants. All Occupants with Household Pets shall keep the animals restrained and controlled at all times so they do not cause a nuisance to others and do not harass or endanger others. No Household Pet shall be restrained by lead, cord, chain, rope or other attachment fixed to any vehicle, post, tree or other structure or object within the Property.

“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 Property. 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 that habitually, constantly, or frequently disturbs the sleep, peace, or quiet of any person. The Board and the Declarant shall have 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 an Occupant is otherwise in violation of this Section, and to take such action or actions 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 noisy animal or a nuisance animal to confine such animal indoors, to remove the pet from the Property, or to enter the Townhouse and remove the animal, to assess monetary fines and penalties, or to terminate the right of an Occupant to keep Household Pets on the Property. No Owner of any animal or animals impounded shall have the right to bring any action against the Association, Declarant or any member thereof, for the impoundment of such animal(s) or the termination of the Owner's right to keep Household Pets.

The Owner of a Townhouse 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 the Property necessitated by such Household Pet. If an Owner fails to clean up after a Household Pet and if an Owner fails to respond to a written warning of the Board, the Association may engage a third party to clean up after such Household Pet or repair damage or destruction caused by such Household Pet and the Owner shall be liable for this expense.

3.7. **Signs.** No signs whatsoever, including, but without limitation, commercial, political, and similar, visible from neighboring Townhouses or the exterior of the Buildings, shall be erected or maintained upon any portion of the Buildings, except:

(a) Commercial signs that meet the standards of the Town of Alpine and approved by the Declarant or Association, which approval shall not be unreasonably withheld.

(b) Standardized unit number signs to be installed by Declarant outside the entrance of each Townhouse and additional identification panel(s) may be installed by the Association on the Buildings in a location to be determined by the Board;

(c) The Board or its designee shall have the right to remove any sign in violation of this Section 3.7, and such action shall not be deemed a trespass. The Board shall not be responsible for any damage done to a Townhouse 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 Owner.

3.8. **Wildlife.** Wildlife may not be fed hay or any other food, manufactured or otherwise, within the Property. Similarly, no bird feeders or other means of feeding or attracting wildlife shall be permitted within the Property. An Owner shall not permit guests and/or any pets to harass or chase wildlife anywhere on the Property.

3.9. **Vehicles.**

(a) The Board shall have full power and authority to regulate the parking and storage of vehicles and other materials in the parking areas of the Property, and to regulate the use of the GCE-Parking and LCE-Parking.

(b) No abandoned or inoperable vehicles (as defined below), or any other similar vehicles (collectively, the "Prohibited Vehicles") shall be parked or stored on the Property, including in

GCE-Parking and LCE-Parking, without prior written approval of the Board. Notwithstanding the foregoing, Prohibited Vehicles may be temporarily parked on the GCE-Parking or 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 Property upon compliance with the Rules and Regulations.

(c) An “abandoned or inoperable vehicle” shall mean any motorized vehicle that does not display a current valid motor vehicle license and registration tag or that does not have an operable propulsion system within the vehicle. If the Board determines 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 twenty four (24) 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.

3.10. **Garbage Storage.** Occupants shall dispose of all refuse in the trash receptacles set out within the GCE-Garbage area of the Property. Garbage shall not be set out in a manner that allows persons, vehicles, animals, or weather to scatter such garbage on the Property. The refuse that may be disposed of on the Property shall be limited to normal household or commercial trash and recycling, and shall specifically exclude scrap metal, appliances, and hazardous materials; Occupants must dispose of said prohibited items off-site and in accordance with local laws. The collection and disposal of garbage and trash shall be in strict compliance with such rules as may be adopted by the Board.

3.11. **Noxious and Offensive Activities.** No noxious or offensive activity shall be carried on upon the Property, nor shall anything be done or placed thereon that may be or become a nuisance, or cause unreasonable disturbance or annoyance to other Owners in the enjoyment of the Property. Hazardous materials must not be disposed of on site.

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

3.13. **Exterior Fires.** The cutting and storage of firewood and flammable materials by an Owner is prohibited on the Property. Exterior fires are prohibited on the Property, except for gas barbeque fires contained within gas barbeque receptacles but only to the extent that such gas fires are not prohibited by any insurance policy maintained by the Association for the Property. In no event may charcoal grills, pellet grills, outdoor chimneys (or chimineas) or fire pits be permitted on the Properties. The burning of trash, organic matter or miscellaneous debris shall be prohibited on the Property.

3.14. **Satellite Dishes.** No exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device shall be permitted on the Property.

3.15. **Smoking.** Smoking at any time is prohibited in any area of the Property, both within Townhouses and within Common Elements, and whether enclosed or outdoors. This policy applies to all Occupants, guests, employees, and servicepersons. The term “smoking” means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or vaping device in any manner or in any form.

**ARTICLE IV – DEVELOPMENT AND USE RESTRICTIONS**

4.1. **General.** The Owner of a Townhouse shall not make any improvements or modifications to such Townhouse unless in accordance with this Declaration. Notwithstanding anything to the contrary contained in this Declaration, in no event will the Owner of a Townhouse alter, change or modify any structural element of the Townhouse or the exterior of the Townhouse without the express written approval of the Board. However, any Owner may remodel, paint or redecorate the interior of its Townhouse without approval of the Board.

4.2. **Enforcement.** Any structure, improvement or landscaping placed or made in or on the Property by an Owner in violation of this Article shall be deemed to be nonconforming. Upon written request from the Declarant or the Board, the offending Owner 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 such Owner's Townhouse 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 Property, 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.**

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

(b) *Authorized Use for Lots.* The Lots may be used for any commercial or light industrial uses permitted by the Town of Alpine.

(c) *Common Elements.* No structures, improvements, or personal property, whether temporary or permanent, are permitted on the Common Elements, except as expressly permitted by this Declaration or with the prior written permission of the Board. The Common Elements shall be kept in a safe, neat and orderly fashion at all times.

**ARTICLE V – MAINTENANCE BY OWNERS**

5.1. **Maintenance by Owners.** Except as otherwise provided for herein, each Owner, at its sole expense, shall be responsible for maintaining, replacing, and repairing:

(a) all aspects of their Townhouse located inside the Townhouse, from the unfinished interior surfaces of perimeter walls, floors, and ceilings inward including: personal property; furniture; appliances; cabinets; kitchen or bath fixtures; flooring and floor coverings; interior wall surfaces; interior ceilings; windows and doors; electric and plumbing lines at such point as they enter the Townhouse; plumbing fixtures within the Townhouse or that only serve the individual Townhouse; interior electrical and heating systems; interior lighting; air conditioning fixtures or installations; any portion of any other utility service facilities located within the Townhouse boundaries that serve only that particular Townhouse; and any improvement or addition added by an Owner to the Townhouse or Lot to maintain, repair and replace the heating equipment, water heater, and any portion of any other utility service facilities or apparatus servicing such Owner's Townhouse exclusively; and

(b) the exterior windows, doors, and garage doors on such Owner’s Townhouse, provided that the windows’, doors’, and garage doors’ replacement must first be approved by Declarant or the Board to maintain visual harmony within the Property.

5.2. **LCE – Propane Tank.** The maintenance, repair, and replacement of the LCE-Propane Tank shall be the sole responsibility of the Owner of Lot 8. The Owner of the Lot 8 shall also be solely responsible for arranging for and paying for the fuel to fill said propane tank.

5.3. **Failure of Owners.** 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 fifteen (15) days’ notice to the Owner, to cure such failure and to assess all costs incurred against the Townhouse, together with interest at the maximum rate then allowed by law, as a Specific Assessment.

5.4. **Fractional Ownership.** No Owner may separate the legal rights comprising ownership of a Lot from any other part thereof, such as owning a Lot through fractional ownership.

5.5. **Lot Combination.** No Owner of two or more adjacent Lots shall remove or modify the Party Wall between the Townhouses constructed on said Lots without prior written permission from the Board. If said permission is granted, such construction shall be undertaken at Owner’s sole expense, in compliance with all applicable building codes, and subject to such additional conditions as the Board may impose.

5.6. **Townhouse Separation.** This paragraph shall apply to any Owner(s) that own two or more adjacent Lots where the Party Wall(s) between the Townhouses on said Lots were not originally constructed, have been removed or modified, or are otherwise absent. Said Owners may construct the Party Wall between said Lots along the Lot lines as shown on the Plat with prior written permission of the Board. If said permission is granted, such construction shall be undertaken at Owner’s sole expense, in compliance with all applicable building codes, and subject to such additional conditions as the Board may impose.

Further, said Owner(s) that own two or more adjacent Lots where the Party Wall(s) between the Townhouses on said Lots were not originally constructed, have been removed or modified, or are otherwise absent shall not be permitted to sell any such Lot without first constructing the Party Walls along the Lot lines as shown on the Plat in accordance with this Section 5.6.

**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 Elements. 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, by virtue of their purchase of a Townhouse, shall be a Member of the Association. There shall be only one membership per Townhouse. If a Townhouse 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 in the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner that 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 Rules and Regulations.

6.3. **Voting.** The Association shall have one class of membership. Members shall have one equal vote for each Townhouse in which they hold the interest required for membership under Section 6.2. Each Owner shall be entitled to vote in the percentages shown on Exhibit A, in the column Ownership Percentage of Common Elements. All votes shall be cast as provided in Section 6.3(a), and further details regarding voting and voting procedure may be set forth in the Bylaws.

(a) **Exercise of Voting Rights.** The vote for each Townhouse owned by a Member shall be exercised by the Owner of the Townhouse. In any situation where there is more than one Owner of such Townhouse, the vote for such Townhouse 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 Townhouse'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 Townhouse shall vest upon the commencement of assessment obligations for such Townhouse.

6.4 **Association Board of Directors.** The Association shall have three (3) directors. Notwithstanding any other provision set forth herein or in any of the Governing Documents, the initial Board and all replacements shall be appointed by the Declarant for three (3) year terms until the expiration of the Declarant rights as provided in Article IX. Each director appointed by the Declarant shall serve (irrespective of the expiration of a term) until the earlier of the appointment of his or her successor by Declarant, or his or her death, resignation or removal. Following the expiration of the Declarant's rights, the Directors shall be elected and 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 actions of its Board, may acquire, hold, and dispose of tangible and intangible personal property.

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

7.2. **Maintenance by Association.**

(a) The Association shall maintain, in accordance with the Governing Documents, the Common Elements. The Association shall be responsible for the sealing, striping, and replacement of the road surface of the GCE-Parking and LCE-Parking. The costs associated with maintenance, repair and replacement of such Common Elements shall be a Common Expense.

(b) The Association shall, for purposes of maintaining the appearance and durability of each Townhouse, maintain the exterior of each Townhouse, including but not limited to: staining, repairing, replacing siding and trim as well as standard roof maintenance and replacement (including roof vents) in accordance with industry best practices. The costs associated with maintenance, repair and replacement of the exterior improvements located on each Townhouse as provided for in this subsection (b) shall be a Common Expense.

(c) Any utility services or other types of elements located within the Property up to that certain connection point of each Townhouse, such as, but not limited to, sewer or water lines, shall be

maintained, repaired and replaced, as needed, by the Association. Such sewer and water lines are owned by the Declarant as of the Effective Date.

(d) The Association, acting through the Board, shall be obligated to maintain and replace the landscaping and irrigation system for the Property. The costs associated with maintenance, repair and replacement as provided for in this subsection (d) shall be a Common Expense.

(e) The Association shall be responsible for providing snow removal for the Property.

(f) The Association shall be responsible for arranging for trash-removal services from the General Common Elements – Garbage for the Association.

(g) The Association shall be obligated to take all actions necessary to control noxious weeds. In no event shall the Association have an obligation to chemically or manually remove noxious weeds or exotic plant species from the Property.

Any expense associated with the maintenance, repair and replacement of those items that the Association is obligated to maintain, repair and replace within the Common Elements 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 Owner or their invitees, lessees, or guests, then the Board may assess the full amount of such maintenance, repair or replacement against such Owner(s) and their Townhouse as a Specific Assessment.

### 7.3. **Insurance.**

(a) *Association 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 Townhouses and insurable improvements within the Property as originally constructed. 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 Townhouses as originally constructed) under current building ordinance and codes;

(ii) Commercial general liability insurance on the Common Elements, 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 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 an Owner’s claim because of negligent acts of the Association or of other Owners; and

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

Premiums for all insurance on the Common Elements shall be assessed by the Board as a Common Expense and shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Premiums for all of the foregoing insurance carried by the Association are a Common Expense included in the assessments made by the Association, the cost of which shall be shared among the Owners according to those percentages set forth on Exhibit "A" attached hereto. The insurance proceeds shall be used by the Board for repair or replacement of the Common Elements for which the insurance was carried or otherwise disposed of as hereinafter provided. Declarant shall be named as an additional insured on all policies of insurance.

(b) *Association 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 Lincoln County, Wyoming area.

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. 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 Townhouse 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;
- (ix) Provide that the policy will be primary, even if an Owner has other insurance that covers the same loss.

In addition, the Board shall use reasonable efforts to secure insurance policies that 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 servants, agents, and guests;
- (v) A provision vesting in the Board 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 that 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 Declarant, 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 Townhouse 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 Townhouse and the insurance proceeds available. All mortgages, liens and other charges against the Townhouses shall be paid out of the insurance proceeds before any proceeds are released to an Owner(s). If an Owner accepts insurance proceeds in lieu of replacing the Townhouse, such Owner shall then, upon receipt of such proceeds, quit claim and convey any interest the Owner has in such Townhouse, and assign any interest the Owner has in such Townhouse, to the Declarant.

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

(d) Owners' Policies.

(i) Each Owner shall maintain individual policies of property insurance for the interior of their own Townhouse(s) and any improvement or addition added by an Owner to the Lot.

(ii) Owners shall be responsible for providing their own insurance to cover all personal property, loss of use, improvements, or fixtures located in the interior of the Townhouses.

(iii) Owners shall be responsible for providing their own insurance policies for all commercial activities taking place on any part of said Owner's Lot.

(iv) Each Owner shall be responsible for providing proof of such insurance to the Association; provided, however, that the Association shall not be responsible for ensuring that each Owner has such insurance.

7.4. **Compliance and Enforcement.** Every Occupant of a Townhouse shall comply with the Governing Documents. The Board shall have the right to require compliance with the Governing Documents, or may impose sanctions for violation of the Governing Documents after notice and a hearing in accordance with the procedures adopted by the Board. The Board shall have the right to require

compliance with the Governing Documents by legal proceedings as provided hereafter. The Board shall also have the right to impose sanctions which may include, without limitation:

(a) Imposing reasonable monetary fines. If any Occupant, guest, licensee, or invitee of a Townhouse violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; provided, however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board;

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

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

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

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

(b) Requiring an Owner, at its own expense, to remove any structure or improvements placed by an Owner on the Property that violates the Governing Documents and to restore the Property to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to restore the Property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

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

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

In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents:

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

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

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

All remedies set forth in the Governing Document shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association prevails,

it shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action.

The 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.

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

7.6. **Indemnification of Officers, Directors and Others.** The Association shall indemnify every officer and director against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement or any suit or proceeding, if approved by the Board) to which he or she may be a party by reason of being or having been an officer or director, 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. **Provision of Services; Maintenance of Association Standing.** The Association shall be authorized, but not obligated to enter into or terminate, in the Board’s discretion, management agreements, contracts or other similar agreements with other entities, including Declarant, to provide services to and facilities for the Members of the Association and their guests, lessees and invitees and to charge use and consumption fees for such services and facilities. 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.** 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 8.2. 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, and the amount to be generated through the levy of Base Assessments, Special Assessments and Specific Assessments against each. The initial Base Assessment shall be determined by the Declarant prior to the conveyance of the first Townhouse to an Owner not affiliated with Declarant.

The Association is hereby authorized to levy Base Assessments against all Townhouses to fund the Common Expenses. The liability for Common Expenses described herein shall be allocated to each Townhouse in accordance with those percentages set forth on **Exhibit "A"** attached hereto. In determining the Base Assessment rate per Townhouse, the Board may consider any assessment income expected to be generated from any additional Townhouses reasonably anticipated becoming subject to assessment during the fiscal year.

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.

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.

8.2. **Budgeting for Reserves.** The Board shall prepare and review at least annually a reserve budget for the maintenance and repair obligations of the Association set forth in Section 7.2. 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 reserve budget a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect to both amount and timing by annual contributions over the budget period.

8.3. **Special Assessments.** In addition to other authorized assessments, the Association may 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 Townhouse if such Special Assessment is for an unbudgeted expense relating to less than all of the Townhouses. 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.

8.4. **Specific Assessments.** The Association shall have the power to levy Specific Assessments against a particular Townhouse or a limited number of Townhouses as follows, which may be levied in advance:

- (a) To cover the cost of providing services to a specific Townhouse(s); and
- (b) To cover costs incurred in bringing a nonconforming Townhouse into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Occupants of a

nonconforming Townhouse, their agents, contractors, employees, licensees, invitees, or guests (including payment of insurance deductibles on policies held by the Association); 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.

8.5. **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. The obligation to pay the assessments provided for herein shall commence as to all Townhouses on the first day of the month following the first conveyance of a Townhouse 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 Townhouse. 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 aspect of the Association's responsibilities as set forth within Section 7.2.

Assessments shall be paid monthly or 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 Townhouse and impose special requirements for Owners with a history of delinquent payment. If any Owner is delinquent in paying any assessments or other charges levied on his or her Townhouse, the Board may require the outstanding balance on all assessments to be paid in full immediately.

8.6. **Personal Obligation.** Each Owner, by accepting a Deed of Conveyance or entering into a recorded contract of sale for any portion of the Property, 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 the Association may place a lien upon each Townhouse until paid in full. Upon a transfer of title to a Townhouse, 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 Townhouse shall remain subject to any liens imposed upon it pursuant to Section 8.7 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 their Townhouse, 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.

8.7. **Lien for Assessments.** Each Owner, by their acceptance of a deed of conveyance to a Townhouse, 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, Specific Assessments, Special Assessments, interest, late fees, enforcement costs and other charges owing by such Owner in accordance with the terms hereof. Additionally, in order to secure payment of any billings for Base Assessments, Specific Assessments, as well as Special Assessments, interest, late fees, enforcement costs and other charges due hereunder, Declarant hereby retains, and each Owner by their acceptance of a deed to a Townhouse, hereby grants the Association and its agents a lien for such Base Assessments, Specific Assessments, as well as Special Assessments, interest, late fees, enforcement costs and other charges for which such Owner is responsible under the terms hereof. The Board, acting on behalf of the Association, is authorized to record a notice of any unpaid amounts secured by such lien in the office of the County Clerk of Lincoln County, Wyoming, which shall include a description of the applicable Townhouse and the name of the Owner thereof and the basis for the amount of the lien. Said lien shall be enforceable by the Association or its agents through all appropriate methods available under applicable Wyoming law for the enforcement of such liens, including without limitation, non-judicial foreclosure pursuant to Wyoming Statutes (as amended from time to time), and the Declarant and each such Owner hereby expressly grants 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 sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

To the extent the lien is valid and enforceable, the sale or transfer of any Townhouse shall not affect the assessment lien or relieve such Townhouse from the lien for any subsequent assessments. Notwithstanding the foregoing, any first Mortgagee that obtains title to a Townhouse after the sale or transfer of any Townhouse pursuant to foreclosure (or deed in lieu of foreclosure) shall not be subject to any lien amounts that represent more than six (6) months of unpaid charges relating to the Townhouse (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 six (6) months of unpaid charges) shall be deemed to be Common Expenses collectible from Owners of all Townhouses and the lien shall be extinguished with respect to such lien amounts that represent more than six (6) months of unpaid charges.

Notwithstanding the foregoing, after any such foreclosure or deed in lieu of foreclosure, such Townhouse shall remain subject to this Declaration and the new Owner of such Townhouse shall thereafter be personally liable for all charges of the type described above which relate to such Townhouse and which become due after such new Owner acquires title to said Townhouse by foreclosure or by acceptance of a deed in lieu of foreclosure. Except as otherwise provided above as to holders of Mortgages or by applicable law, no sale or transfer of any Townhouse shall (a) relieve any Owner thereof from personal liability for any of such unpaid charges attributable to the applicable Townhouse 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 Townhouses 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. **Additional Covenants and Easements.** The Declarant may subject any portion of the Property to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through the various Assessments as provided for herein. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration.

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. **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 Townhouses and performing other forms of advertising) for purposes of marketing and advertising the Properties and its agents.

9.5. **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.

9.6. **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.** No amendment to or modification of any 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 hereby reserves the right to appoint and/or remove all members of the Board and any and all members of any committees created by the Board. The Directors shall be elected and shall serve as 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. If 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 Townhouse.** The Declarant hereby reserves the right to create additional restrictions on the uses of all or any portion of the Townhouses through separate recorded instruments, it being the intent of the Declarant to provide exclusive use rights appurtenant to certain Townhouses at the sole option of Declarant.

9.11. **Right to Amend Plat.** The Declarant hereby reserves the right to amend the Plat to provide for the orderly development of the Property as determined by the Declarant. By accepting a deed for their Townhouse, an Owner acknowledges the Declarant's rights as set forth in this Section 9.11 and expressly consents thereto.

9.12. **Termination of Rights.** The rights contained in this Article shall not terminate until the Declarant, or any person affiliated with Declarant, is no longer a record owner of any real property 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.

9.13. **No Additional Obligations.** Nothing set forth in this Declaration shall be construed to impose any obligation on Declarant to inspect, repair or replace any item for which Declarant is not otherwise obligated under applicable law. Notwithstanding anything to the contrary in this Declaration, Declarant hereby disclaims any representations and warranties in respect of, shall have no continuing liability to any Owner for, any design or construction defects (whether known or unknown) relating to the Property, including latent defects, and in no way extend or modify any contractual waivers or statutes of limitation or statutes of repose.

9.14. **Right to Cure Alleged Defects.** It is Declarant's intent that all improvements in the Project be built or made in compliance with all applicable building codes and ordinances. Nevertheless, due to the complex nature of construction and the subjectivity involved in evaluating such quality, disputes may arise as to whether a defect exists and Declarant's responsibility therefor. It is Declarant's intent to resolve all disputes and claims regarding Alleged Defects (as defined below) amicably, and without the necessity of time-consuming and costly litigation. Accordingly, the Association, the Board and all Owners shall be bound by the following claim resolution procedure with regards to Alleged Defects:

(a) ***Declarant's Right to Cure.*** If the Association, the Board, or any Owner or Owners (collectively, "Claimant") claim, contend, or allege that any portion of the Project, including, without limitation, any Townhouse, and/or any improvements constructed on the Project, are defective or that Declarant or any of its agents, consultants, contractors, or subcontractors were negligent in the planning, design, engineering, grading, construction, or other development thereof (any of the foregoing, an "Alleged Defect"), Declarant hereby reserves the right to inspect, repair, and/or replace such Alleged Defect as set forth herein.

(b) ***Notice to Declarant.*** If a Claimant discovers any Alleged Defect, Claimant shall, within a reasonable time after discovery, notify Declarant in writing, at the address at which Declarant maintains to be its principal place of business, of the specific nature of such Alleged Defect ("Notice of Alleged Defect").

(c) ***Right to Enter, Inspect, Repair, and/or Replace.*** Within 20 days after the receipt by Declarant of a Notice of Alleged Defect, or the independent discovery of any Alleged Defect by Declarant, as part of Declarant's reservation of rights, Declarant shall have the right, upon 24 hours' notice to Claimant and during normal business hours, to enter onto or into, as applicable, any Townhouse, and/or any improvements or other portion of the Project for the purposes of inspecting and, if deemed necessary

by Declarant, repairing and/or replacing such Alleged Defect. In conducting such inspection, repairs and/or replacement, Declarant shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances.

(d) Legal Actions. No Claimant shall initiate any legal action, cause of action, proceeding, reference or arbitration against Declarant alleging damages (i) for the costs of repairing or the replacement of any Alleged Defect, or (ii) for the diminution in value of any real or personal property resulting from such Alleged Defect, unless and until (1) Claimant has delivered to Declarant a Notice of Alleged Defect and (2) Declarant has, within 60 days after receipt of such Notice of Alleged Defect, either (x) failed to repair or replace such Alleged Defect or (y) if such Alleged Defect cannot reasonably be repaired or replaced within such 60 day period, failed to commence such repair or replacement of the Alleged Defect and, thereafter, failed to pursue diligently such repair or replacement to completion or Declarant failed to respond within 30 days of delivery of notice of Alleged Defect. Any such action undertaken on behalf of the Association shall also require, as a prerequisite to such action, the approval of not less than 75% of the Owners and not less than 66% of the Mortgagees. In the event an action is approved by 75% of the Owners, then the Association shall have full authority to pursue and resolve all claims on behalf of the Owners and all Owners will be bound by any resolution agreed to by the Association. In no event will Declarant be liable for, nor shall any Claimant be entitled to pursue, consequential damages resulting from any Alleged Defect. Declarant shall indemnify the Owner's and the Association from any liens arising or claimed to be arising from Declarant's actions in repairing Alleged Defects.

(e) No Additional Obligations. Nothing set forth in this Section shall be construed to impose any obligation on Declarant to inspect, repair, or replace any item or Alleged Defect for which Declarant is not otherwise obligated under applicable law.

(f) Waiver. Notwithstanding anything to the contrary in this Section 9.14, (i) Declarant hereby disclaims any representations and warranties in respect of, shall have no continuing liability to any Owner for, any design or construction defects (whether known or unknown) relating to the Project, including latent defects, and (ii) the provisions of this Section 9.14ft in no way extend or modify any contractual waivers or statutes of limitation or statutes of repose.

(g) Amendment. Notwithstanding any other provision of this Declaration to the contrary, the provisions of this Section 9.14 may be amended only with the written consent of Declarant, so long as Declarant owns property within the Project any such amendment being applicable only to Alleged Defects with respect to which a Notice of Alleged Defect is delivered after the date of such amendment.

**ARTICLE X – EASEMENTS**

10.1. Easements in Common Elements. The Declarant hereby grants to each Owner a non-exclusive right and easement of use (subject to the rights of other Owners, Members and the Association), access, and enjoyment in and to the Common Elements. The Declarant grants to each Owner an exclusive right and easement of use, access, and enjoyment in and to the Limited Common Elements that are designated to such Owner's Lot. Such exclusive right and easement of use, access, and enjoyment in the Limited Common Elements shall not be severable from the Lot 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; and

(c) The right of the Board to adopt rules regulating the use and enjoyment of the area of the Common Elements.

10.2. **Easements for Drainage, Utilities; Roads.**

(a) All dedications, limitations, restrictions and reservations of easements, including those for drainage, shown on any Final Plat of the Property 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, and, so long as the Declarant owns any portion of the Property, reserves for itself, and reserves the right to grant to the Town of Alpine, utility providers, the Association, and all Owners perpetual non-exclusive utilities easements in those areas as described on the Final Plat for the purpose of:

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

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

(iii) Access to read utility meters.

(c) Declarant also reserves for itself the non-exclusive right and power to grant and record in the Public Records such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of the Property, or any portion thereof.

(d) All work associated with the exercise of the easements described in this Section shall be performed after reasonable notice to the Owners and 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 Lot, nor shall it unreasonably interfere with the use of any Townhouse and, except in an emergency, entry onto any Townhouse shall be made only after reasonable notice to the Owner.

10.3. **Easements for Maintenance, Emergency and Enforcement.** The Declarant grants to the Association easements over the Property as necessary to enable the Association to fulfill its maintenance responsibilities under Section 7.2 or as otherwise provided in this Declaration. The Association shall also have the right, but not the obligation, to enter upon any Townhouse for emergency, security, and safety reasons and to inspect for the purpose of ensuring compliance with and to enforce the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. If the Association causes any damage to the Property or to the contents stored therein in their performance of their duties, then the restoration and replacement of any such improvements and contents shall be the responsibility of, and performed by, the Association at its sole cost and expense.

10.4. **Easement for Emergency Vehicles.** The Property is hereby burdened with an easement allowing all equipment and emergency personnel entry to perform their duties, including the enforcement of traffic regulations.

10.5. **Easement for Encroachments.** If any part of the Common Elements encroaches or shall hereinafter encroach upon a Lot, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Townhouse encroaches or shall hereafter encroach upon the Common Elements, or upon an adjoining Townhouse, 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 Townhouses. 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 (including roof) overhang or projection.

**ARTICLE XI – ENFORCEMENT**

11.1. **Enforcement by Board and Owners.** The limitations and requirements set forth in this Declaration shall be specifically enforceable by the Board and by any Owner. Each Owner hereby consents to the entry of an injunction against him, her or them to terminate and restrain any violation of this Declaration. Each Owner who uses or allows such Owner’s Townhouse to be used in violation of this Declaration further agrees to pay all costs incurred by the Board or other enforcing Owner in enforcing this Declaration, including reasonable attorneys’ fees, whether suit is brought or not.

11.2. **Enforcement by Declarant.** The Declarant shall have the right but not the obligation to enforce the limitations and requirements set forth in this Declaration, including but not limited to, the right to specifically enforce this Declaration by legal proceedings. Each Owner hereby consents to enforcement by Declarant, including the entry of an injunction against him, her or them to terminate and restrain any violation of this Declaration. Each Owner who uses or allows such Owner’s Townhouse to be used in violation of this Declaration further agrees to pay all costs incurred by the Declarant in enforcing this Declaration, including reasonable attorneys’ fees, whether suit is brought or not.

**ARTICLE XII – AMENDMENT OF DECLARATION**

12.1. **By Declarant.** In addition to specific amendment rights granted elsewhere in this Declaration, until conveyance of 100% of the Townhouses 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 Townhouses; (iii) enable any institutional to make purchase, insure or guarantee mortgage loans on the Townhouses; (iv) satisfy the requirements of any local, state or federal governmental agency; (v) for the orderly development of the Property; or (vi) to satisfy the reasonable and customary underwriting requirements of any insurance company providing insurance on any portion of the Property. However, any such amendment shall not adversely affect the title to any Townhouse 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 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.

12.2. **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 a two-thirds vote of the Association. Notwithstanding the foregoing, the Members shall obtain written consent of mortgagees that represent at least 51% of the votes of Townhouse 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.

12.3. **Validity and Effective Date.** No amendment may remove, revoke, or modify any right or privilege of the Declarant without the prior 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.

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

12.5. **Acceptance of Declaration.** Every Owner shall be bound by and subject to all of the provisions of this Declaration, and every purchaser of a Townhouse expressly accepts and consent to the operation and enforcement of all of the provisions of this Declaration.

12.6. **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 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 written 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.

12.7. **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 Property or the Townhouse that secures a mortgage;
- (b) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of a Townhouse on which such Mortgagee or Guarantor holds a mortgage;

(c) A lapse, cancellation or material modification of any insurance policy maintained by the Association; and

(d) Any proposed action that requires the consent of a specified percentage of Mortgagees.

12.8. **No Priority.** No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or any other party priority over any rights of the first Mortgagee of any Townhouse in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking.

12.9. **Negotiation and Mediation.** The provisions of this Section 12.9 are in addition to the provision of Section 9.14. The term “Claims” means any and all causes of action, claims, costs, damages, expenses, liabilities, and other claims. The Persons subject to this Declaration will make every reasonable effort to meet in person and confer for the purpose of resolving any Claim by good faith negotiation. If requested in writing, the Board may appoint a representative to assist the parties in negotiation. The term “Bound Party” shall mean Declarant, the Association, its officers, directors, and committee members, if any, all Persons subject to this Declaration, and any Person subject to this Declaration. Any Bound Party having a Claim (“Claimant” against any other Bound Party (“Respondent”) (collectively, the “Parties”) shall notify each Respondent in writing (the “Request for Resolution”), stating plainly and concisely: (i) the nature of the Claim, including the Persons involved and Respondent; (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); (iii) Claimant’s proposed remedy; and (iv) that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim; and (v) that Respondent must respond to the Request for Resolution within thirty (30) days of its receipt or it will be deemed to have been rejected.

(a) If a Respondent to a Claim rejects the Request for Resolution, or the Parties do not resolve the Claim within forty-five (45) days of the date of acceptance of the Request for Resolution (or within such other period as may be agreed upon by the Parties) (“Termination of Negotiations”), Claimant shall have fifteen (15) additional days to submit the Claim to mediation under the auspice of an independent mediation agency providing dispute resolution services (including through travel) in Lincoln County, Wyoming.

(b) If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

(c) Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings (“Termination of Mediation”). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated. If the mediation is successful, each party shall bear their own costs and attorney fees.

(d) If the Disputing Persons are not successful in resolving the dispute through the mediation, then the Disputing Persons, or any one of them, may pursue, subject to the provisions of Section 9.14, any remedy at law or equity.

12.10. **Declarant as Beneficiary.** Notwithstanding anything to the contrary contained in this Declaration, the Declarant shall be deemed a third-party beneficiary of this Declaration and shall have the

right and standing to enforce the terms and conditions hereof against the individual Owners or the Association, as the case may be.

DRAFT

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

Dead Horse Development, LLC,  
a Wyoming limited liability company

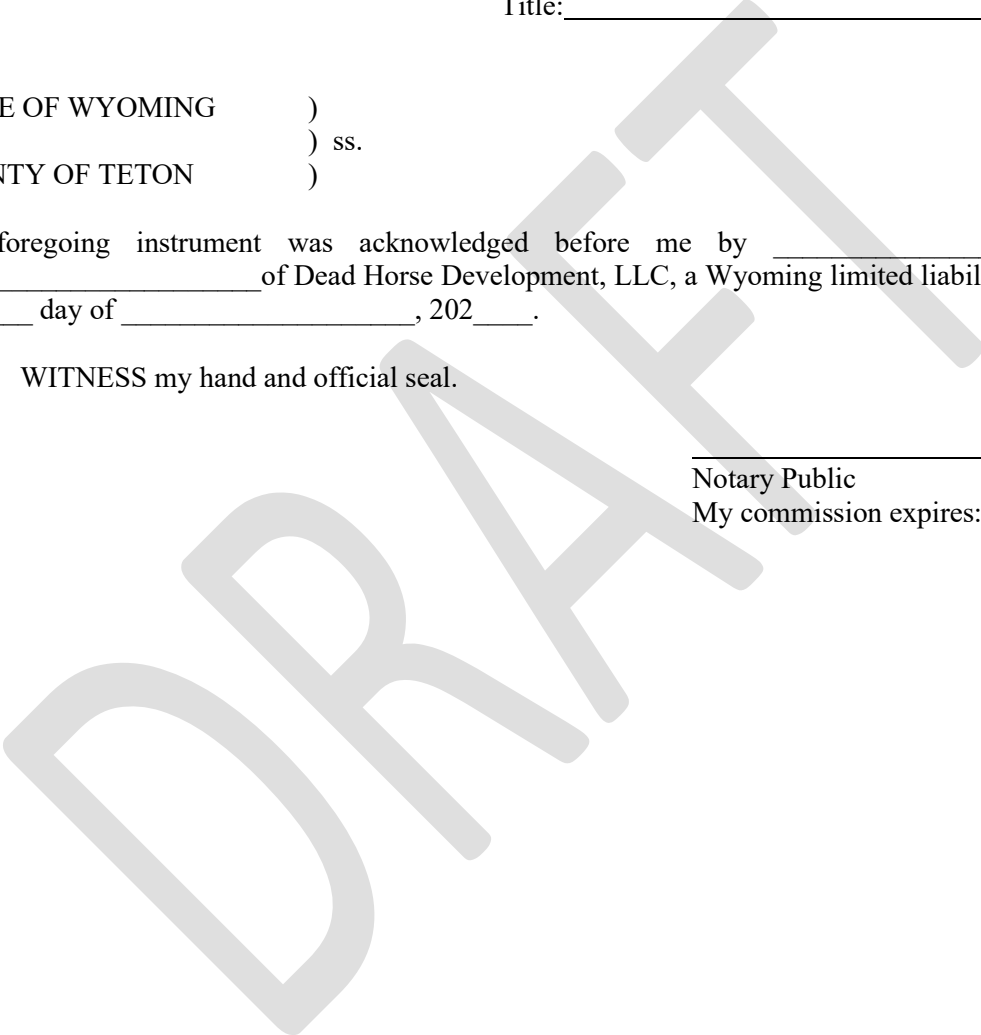
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WYOMING     )  
                                  ) ss.  
COUNTY OF TETON     )

The foregoing instrument was acknowledged before me by \_\_\_\_\_, as the \_\_\_\_\_ of Dead Horse Development, LLC, a Wyoming limited liability company, on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

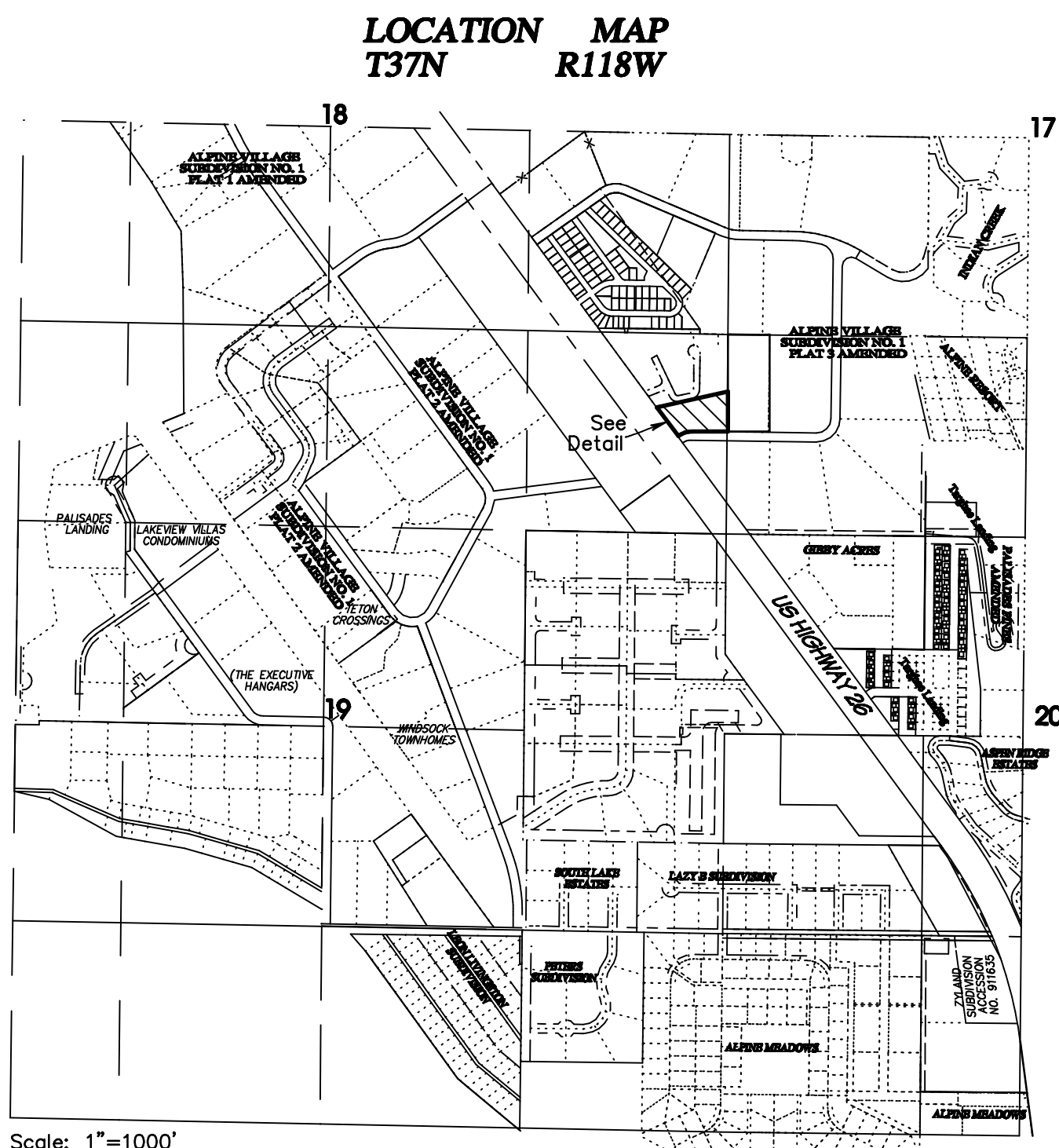
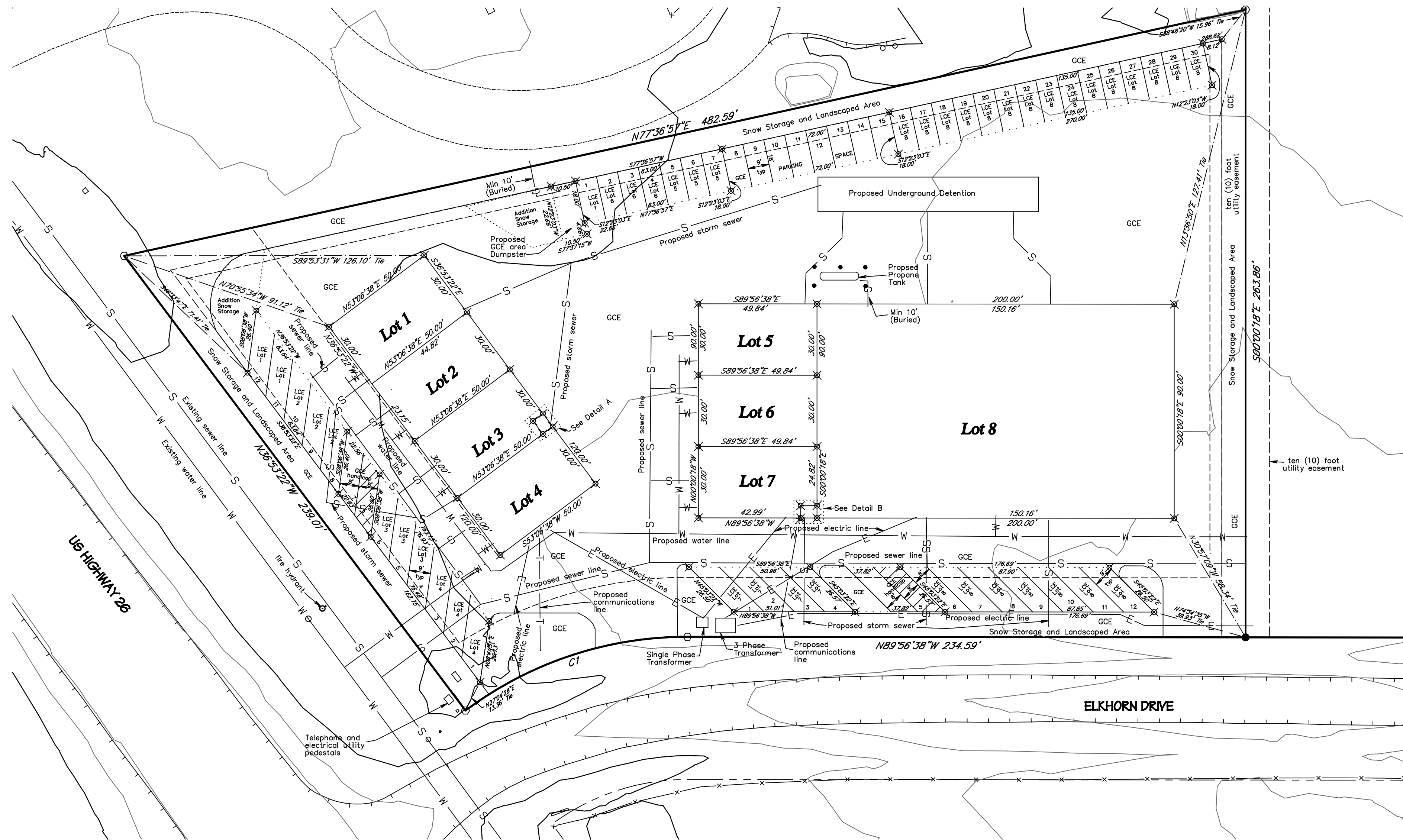


**EXHIBIT A**

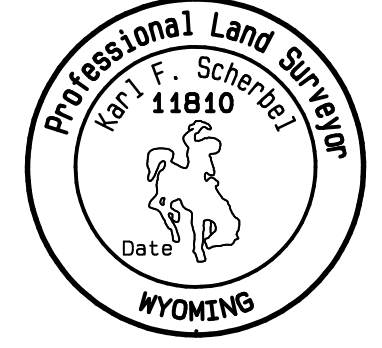
<b>Townhouse Unit Number</b>	<b>Ownership % of Common Elements*</b>
1	6.25%
2	6.25%
3	6.25%
4	6.25%
5	6.25%
6	6.25%
7	6.25%
8	56.25%

DRAFT

# ALPINE BUSINESS PARK ADDITION



**CERTIFICATE OF SURVEYOR**  
 STATE OF WYOMING } ss...  
 COUNTY OF LINCOLN }  
 I, Karl F. Scherbel of Afton, County of Lincoln, State of Wyoming, hereby certify that this plat was made from notes taken during an actual survey made by me and persons under my supervision during 2025, and from records in the Office of the Clerk of Lincoln County and that it correctly represents the **ALPINE BUSINESS PARK ADDITION** to the Town of Alpine, described as follows:  
 Identical with Lot 1 of Dead Horse Meadows Subdivision within the Town of Alpine within the NE1/4NE1/4 of Section 19, T37N R118W, Lincoln County, Wyoming;  
 that said addition was accurately surveyed, that the parts thereof are accurately staked off and marked with appropriate metal monuments, including magnetic iron, and inscribed at least with the registration number of the land surveyor to provide source identification at all lot corners of the addition, and that their locations are correctly shown hereon;  
 Enccompassing an area of 2.10 acre, more or less;



the foregoing instrument was acknowledged before me by Karl F. Scherbel this \_\_\_ day of \_\_\_\_\_, 2026;  
 Notary Public \_\_\_\_\_ My Commission expires: \_\_\_\_\_

**CERTIFICATE OF OWNERS**  
 STATE OF WYOMING } ss...  
 COUNTY OF LINCOLN }  
 The undersigned do hereby certify that the subdivision of Lot 1 of Dead Horse Meadows Subdivision within the incorporated limits of the Town of Alpine, as shown on this plat and more particularly described in the Certificate of Surveyor, is with the free consent and in accordance with the desires of the owner and proprietor of the described lands;  
 that the name of the addition shall be the **ALPINE BUSINESS PARK ADDITION** to the Town of Alpine;  
 that they do hereby vacate said Lot 1 in accordance with Section 34-12-106 Wyoming Statutes 2025, as amended, and respectfully request the Clerk of Lincoln County to so mark said plot in accordance with Section 34-12-110;  
 that Lots 1-8 are townhouse type ownership as defined in the Declaration of Covenants, Conditions and Restrictions for Alpine Business Park of record in the Office of the Clerk of Lincoln County;  
 that each owner of lots within this addition is a member of the Alpine Business Park Property Association;  
 that each lot consists of a single townhouse and the underlying land together with the exclusive use of the Limited Common Element (LCE) with the same lot designation and an undivided interest in the General Common Element (GCE) all defined in said Declaration;  
 that said addition is subject to any easements of record;  
 that an emergency vehicle easement is hereby granted to the Town of Alpine over and across the common area (GCE, LCE) shown hereon;  
 that utility easements identical with the common area (GCE, LCE) shown hereon are hereby granted to Lower Valley Power and Light, Inc. and Silver Star Telephone Company, Inc. and other public and private utilities to serve the lots of this addition;  
 that all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming are hereby released;  
 Dead Horse Development, LLC  
 Signature obtained by separate Certificate of Owner to be recorded concurrently herewith  
 Managing Member \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE**  
 STATE OF WYOMING } ss...  
 COUNTY OF LINCOLN }  
 The foregoing **ALPINE BUSINESS PARK ADDITION** to the Town of Alpine was approved at the regular meeting of the Alpine Town Council on this \_\_\_ day of \_\_\_\_\_, 2026 in accordance with Resolution No. \_\_\_ of the Town of Alpine.  
 Town of Alpine  
 Attest:  
 \_\_\_\_\_  
 Monica L. Chenault, Town Clerk  
 \_\_\_\_\_  
 Eric Green, Mayor



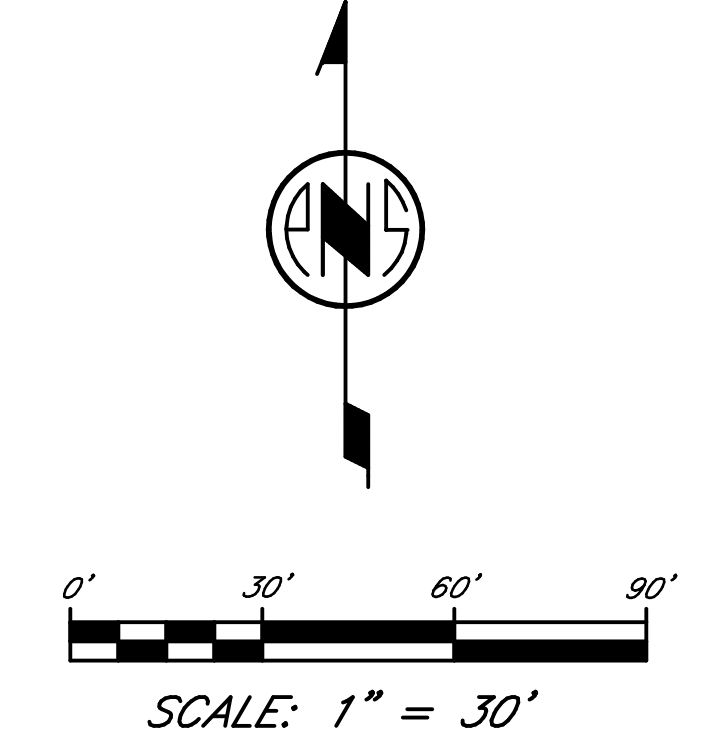
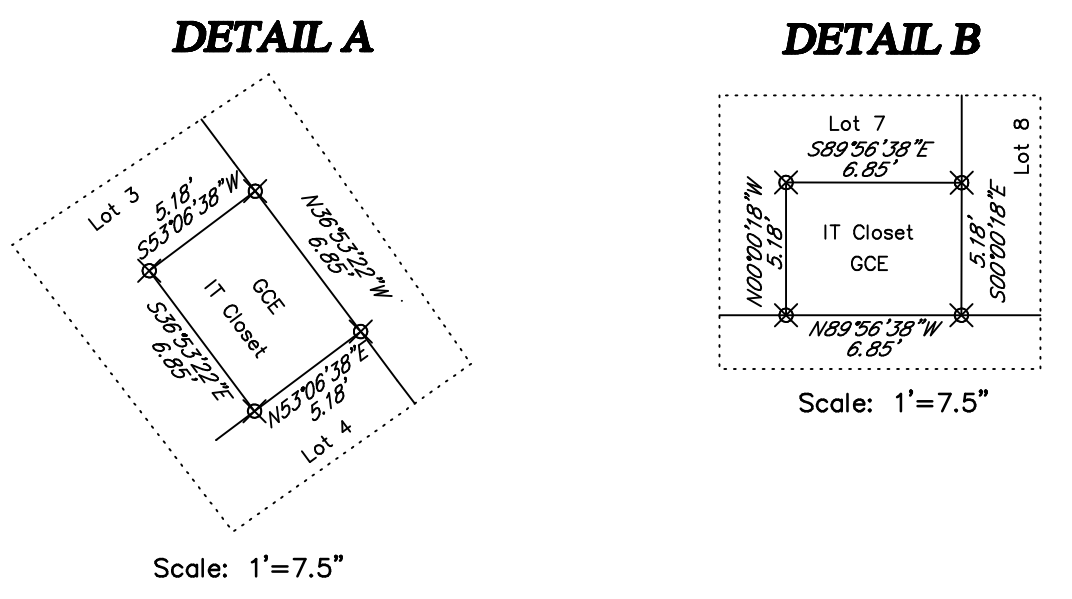
**CURVE TABLE**

CURVE	LENGTH	DELTA	RADIUS	CHORD BEARING	CHORD	TANGENT
C1	100.07'	36°55'21"	155.28'	S71°36'37"W	98.34'	51.84'

NOTES:  
 Sewer line within Highway 26 is a forced main.  
 Information on this line available from the Town of Alpine.

- LEGEND**
- Indicates a 5/8" steel reinforcing rod with an aluminum cap inscribe: "LS 526" found this survey.
  - Indicates a 5/8" X 24" steel reinforcing rod with an aluminum cap inscribed: "SURVEYOR SCHERBEL LTD" and other details found.
  - Indicates a typical bollard.
  - - - - - Indicates an easement line.
  - - - - - Indicates a setback line.
  - ..... Indicates a snow storage area.
  - W - - - - - Indicates a water line.
  - S - - - - - Indicates a sewer line and storm sewer line.
  - E - - - - - Indicates an underground electric line.
  - T - - - - - Indicate an underground communication line.
  - G - - - - - Indicates a buried propane line.
  - GCE Indicates that part of the common area which is General Common Area.
  - Lot 1 Indicates a townhome.

The Basis of Bearing for this survey is \_\_\_\_\_ of Section 19, T37N R118W.



DATE:	6 May 2025
DRAWN BY:	Clint A. Phillips
CALCULATED BY:	Karl F. Scherbel
CATEGORY/PORT:	SD/Alpine/ Dead Horse
FIELD BOOK:	
COMPUTER FILE:	Alpine Bus. Park Lot1 PP.pro

**SURVEYOR SCHERBEL, LTD.**  
 PROFESSIONAL LAND SURVEYORS  
 BOX 96 BIC PINNEY-MARBLETON, WYO. 83119 TEL 307-276-3847  
 BOX 725 AFTON, WYO. 83110 TEL 307-885-9319; ALPINE, WYO TEL 307-885-9319  
 JACKSON, WYO. TEL 307-733-5903; LAVA, ID. TEL 208-776-5930; MONTPELLIER, ID TEL 208-847-2800

**CERTIFICATE OF RECORDATION**  
 This plat was filed for record in the Office of the Clerk of Lincoln County on this \_\_\_ day of \_\_\_\_\_ 2026.  
 April Brunski, Clerk

**PRELIMINARY PLAT**  
**OF**  
**ALPINE BUSINESS PARK ADDITION**  
**TO THE TOWN OF ALPINE**  
**WITHIN**  
**NE1/4NE1/4 SECTION 19**  
**T37N R118W**  
**LINCOLN COUNTY, WYOMING**

**OWNERS:**  
 Dead Horse Development, LLC  
 P.O. Box 13308  
 Jackson, Wyoming 83002

**LAND USE TABLE:**  
 Total Number of Lots: 8  
 Total Acres: 2.10± Acres  
 Zoning: MRC-Mixed Residential and Commercial District

**SURVEYOR:**  
 Surveyor Scherbel, Ltd.  
 P.O. Box 725  
 Afton, Wyoming 83110  
 (307) 885-9319

**DATE:**  
 February 2026



---

**Dead Horse Development PUD (Alpine Business Park)**

---

**From** Darin Kaufman <darin.kaufman@wyo.gov>

**Date** Mon 3/23/2026 8:48 AM

**To** Gina Corson <planning@alpinewy.gov>

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

WYDOT appreciates the opportunity to comment.

WYDOT has no objections for the proposed commercial townhome style development.

Access shall be via Elkhorn Drive with maximum offset from US 26.

For any new utility construction within WYDOT right-of-way, the utility companies/owner shall obtain the necessary M-54 utility license via the on-line permitting process, MainStar, located at <https://usa.maintstar.co/Wyoming/Logon.aspx>. Currently WYDOT requires any utility company needing access to the MainStar system to contact the local District Office for the license or permit, or to email [dot.utilities@wyo.gov](mailto:dot.utilities@wyo.gov) to set up your login credentials.

An M-21 permit is necessary for new utility connections to existing permitted utilities within WYDOT R/W.

WYDOT Utilities Section can be found at the following link:

[http://www.dot.state.wy.us/home/engineering\\_technical\\_programs/utilities\\_section.html](http://www.dot.state.wy.us/home/engineering_technical_programs/utilities_section.html)

If you have any questions, please let me know.

Thank you.

Darin Kaufman, P.E., PTOE

WYDOT District 3 Traffic Engineer

3200 Elk Street

Rock Springs, WY 82902

Office: 307.352.3034

Cell: 307.389.0235

E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.



## Town of Alpine, Wyoming

### PLANNING AND ZONING COMMISSION STAFF REPORT

**To:** Planning and Zoning Commission

**From:** Gina Corson, Planning and Zoning Administrator

**Date:** April 10, 2026

**Re:** Planned Unit Development Application – Dead Horse Development, LLC

**Parcel No.:** 37181910100200

**Address:** 856 Elkhorn Drive

---

#### I. APPLICANT INFORMATION

- **Applicant:** Dead Horse Development, LLC
- **Representative:** Rex Doornbos
- **Location:** Lot 1, Dead Horse Meadows Addition
- **Zoning:** Mixed Residential Commercial (MRC)
- **Request:** Planned Unit Development (PUD)

---

#### II. PROJECT SUMMARY

The applicant is requesting approval of a Planned Unit Development (PUD) to allow for a commercial townhome-style development consisting of **two buildings subdivided into individually owned units**.

The subject property is approximately **2.10 acres** and is currently zoned **Mixed Residential Commercial (MRC)**.

The property currently has **two buildings under construction** under valid building permits. While the MRC zoning allows for the construction of these buildings, it does not allow for **individual ownership of units within a structure**.

The proposed PUD would allow:

- Division of the two buildings into **eight (8) individually owned units**;
- Continued unified ownership of the overall property;
- Individual sale and ownership of units within each structure.



## Town of Alpine, Wyoming

The purpose of the PUD request is to allow flexibility in **ownership structure**, while maintaining consistency with the underlying zoning and approved development.

---

### III. REVIEW CRITERIA

Pursuant to Section 2-202 of the Alpine Land Use and Development Code, staff evaluated the proposal based on:

- Consistency with the Town of Alpine Master Plan
  - Compatibility with adjacent land uses
  - Municipal infrastructure and services
  - Vehicular and pedestrian access
  - Drainage and snow storage
  - Public health, safety, and welfare
  - Community land use relationships
- 

### IV. ANALYSIS

#### A. Consistency with the Master Plan

The proposed development:

- Is consistent with the MRC zoning district and intended mixed-use/commercial character;
- Supports development along the US Highway 26 corridor;
- Aligns with goals of encouraging economic development and small business opportunities;
- Utilizes existing infrastructure and planned service extensions.

Staff finds the proposal consistent with the Town's Master Plan.

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#### B. Compatibility with Adjacent Land Uses

Staff finds:



## Town of Alpine, Wyoming

- The site is located within an existing commercial/mixed-use area;
- The scale and intensity of development are appropriate for the zoning district;
- The proposed use is consistent with surrounding development patterns.

No negative impacts to adjacent properties are anticipated.

### C. Municipal Infrastructure

The project proposes connection to municipal water and wastewater systems, with prior engineering review completed.

Staff finds:

- Infrastructure appears adequate to serve the development;
- No deficiencies have been identified at this stage;
- Final connections remain subject to Town standards and review.

### D. Vehicular and Pedestrian Access

Access is provided via **Elkhorn Drive**, with no direct access to US Highway 26.

WYDOT has indicated:

- No objection to the development;
- Access shall remain via Elkhorn Drive;
- Any work in the right-of-way requires appropriate permitting.

Staff finds access to be appropriate and consistent with transportation planning.

### E. Drainage and Snow Storage

Drainage and snow storage have been addressed in approved civil plans.

Staff finds:



## Town of Alpine, Wyoming

- Conceptual provisions are adequate;
  - Final compliance will be addressed during permitting and construction.
- 

### F. Parking and Circulation

The development provides shared access and internal circulation.

Staff finds:

- Circulation is appropriate;
  - Shared access supports efficient site design.
- 

### G. Public Health, Safety, and Welfare

Staff finds:

- No adverse impacts to public health or safety;
  - Development complies with applicable standards;
  - Infrastructure and access are adequate.
- 

### H. Community Land Use Relationships

The proposed development:

- Supports economic activity;
  - Encourages coordinated development;
  - Provides a flexible ownership model consistent with modern development practices.
- 

### I. Utility Considerations (Sewer ERUs)

At the time the building permits were issued:



## Town of Alpine, Wyoming

- The structures were evaluated as **tenant improvements** and not fully defined units;
- Each building was assessed essentially as a single unit for sewer purposes.

As a result, a total of **5.48 Sewer Equivalent Residential Units (ERUs)** have been allocated and paid for across both structures.

Under the proposed configuration of **eight (8) units**, this equates to approximately **0.68 ERUs per unit**.

The applicant will need to determine how the existing ERUs are assigned among the individual units.

**At the time each individual unit applies for building permits to complete the interior spaces, sewer ERUs will be recalculated in accordance with the Town's current ordinance based on fixture units. Any additional ERUs required beyond the currently allocated 5.48 ERUs shall be the responsibility of the permit holder and must be paid prior to permit issuance.**

## J. Covenants, Conditions, and Restrictions (CC&Rs)

The applicant has provided draft CC&Rs to govern:

- Ownership structure
- Maintenance responsibilities
- Shared common elements

Staff finds:

- The CC&Rs are appropriate for the proposed ownership model;
- Finalization is necessary to ensure clarity and enforceability.

## V. PUBLIC NOTICE AND COMMENT

- Public notice requirements have been satisfied;
- No public comments or concerns have been received.



## Town of Alpine, Wyoming

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### VI. FINDINGS

Staff finds that the proposed PUD:

1. Is consistent with the Town of Alpine Master Plan;
  2. Is compatible with surrounding land uses;
  3. Provides adequate infrastructure and access;
  4. Meets the intent of the MRC zoning district;
  5. Supports coordinated and efficient development; and
  6. Does not create adverse impacts to public health, safety, or welfare.
- 

### VII. RECOMMENDATION

Staff recommends that the Planning and Zoning Commission:

#### **APPROVE**

the Planned Unit Development application for Dead Horse Development, LLC, subject to the following conditions:

---

### VIII. RECOMMENDED CONDITIONS OF APPROVAL

1. The applicant shall identify and assign the existing **5.48 sewer ERUs** among the proposed units, subject to Town review and approval.
2. At the time of building permit application for completion of individual units, sewer ERUs shall be recalculated based on fixture units in accordance with the Town's current ordinance. The permit holder shall be responsible for payment of any additional ERUs required.
3. All development shall comply with the approved PUD plans and supporting documents.
4. All utilities shall be installed in accordance with Town standards.
5. All plats, easements, and covenants shall be recorded prior to final approval.
6. Any modifications to the approved PUD shall require Town review and approval.
7. A finalized version of the **CC&Rs** shall be submitted, approved, and recorded prior to the sale of any units.



## Town of Alpine, Wyoming

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### IX. CONCLUSION

The proposed development represents a well-planned project that aligns with the Town's zoning framework, infrastructure capacity, and long-term development goals. The PUD process provides an appropriate mechanism to allow flexibility in ownership while maintaining regulatory oversight and consistency with Town standards.

Sincerely,  
Gina Corson  
Planning and Zoning Administrator  
Town of Alpine, Wyoming



# SCOTT AND LORI CUMMINGS RESIDENCE

## MY DESIGN

BROOKE PINNOCK  
PO Box 364, Sugar City, Idaho 83448  
208-589-7267  
mydesignbybrooke@gmail.com

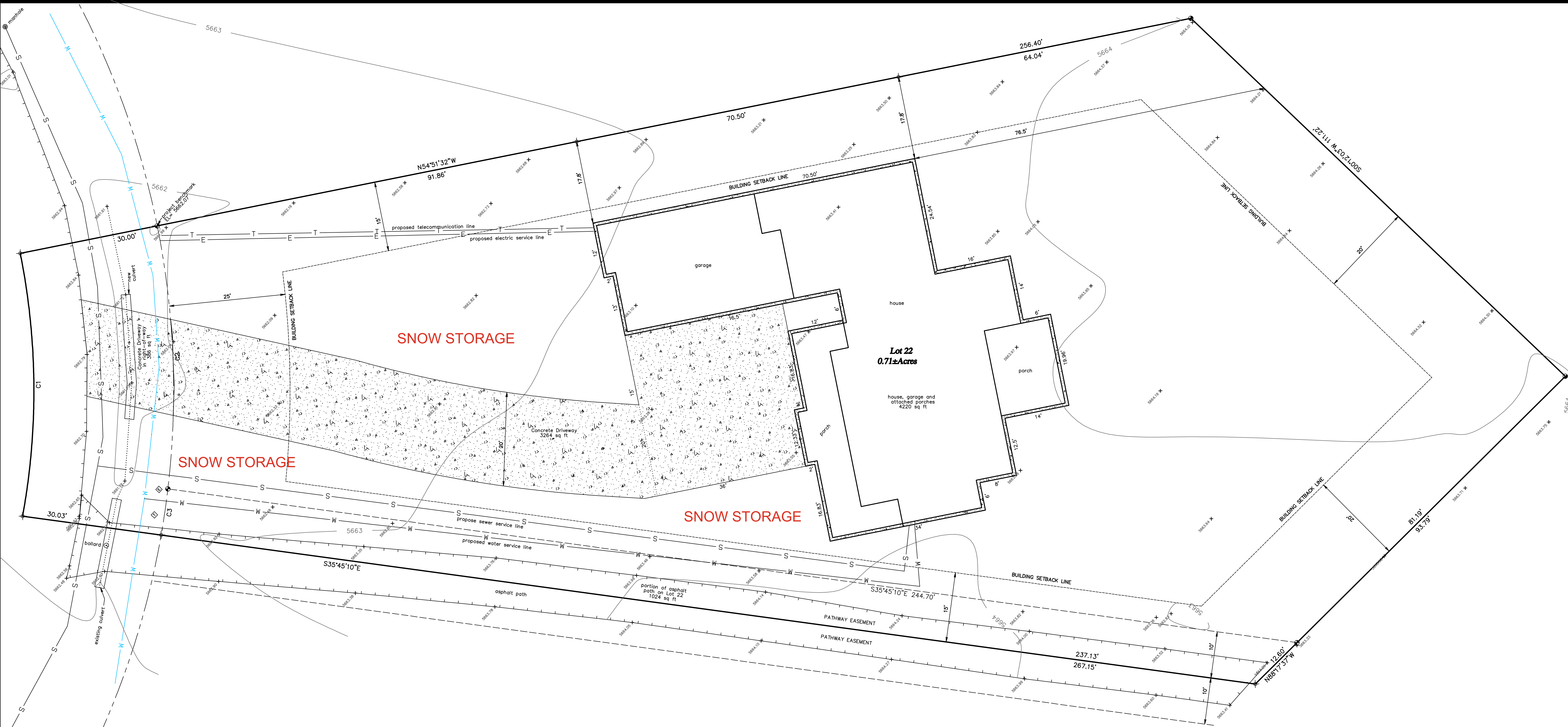
PREPARED FOR:  
**SCOTT AND LORI CUMMINGS  
RESIDENCE  
247 ASTER LOOP  
LINCOLN COUNTY, WY**

AREAS	
MAIN FLOOR SQ. FT.	2507
TOTAL SQ. FT.	2507
GARAGE SQ. FT.	964

DESIGNED BY	<b>OWNER</b>
DATE	<b>01/27/2026</b>
DRAWN BY	<b>BP</b>
PROJECT#	<b>2026-14</b>
SCALE	<b>1/4"=1'</b>

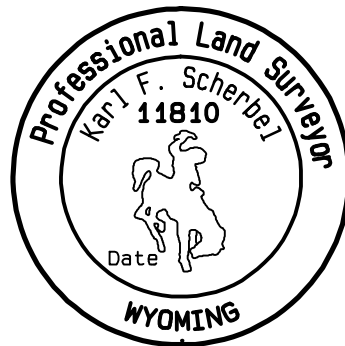
PAGE  
**A-1**

THIS PLAN SHALL BE USED FOR CONSTRUCTION OF THE HOME ON THE LOT SHOWN HEREON. ANY OTHER USE OF THIS PLAN WITHOUT PERMISSION FROM MY DESIGN IS A FEDERAL CRIME UNDER SECTION 104 OF THE COPYRIGHT ACT.



**CERTIFICATE OF SURVEYOR**

I, Karl F. Scherbel, of Afton, Wyoming, hereby certify that this map was made from notes taken during an actual survey made by me and by persons under my supervision during February 2026 and from records in the Office of the Clerk of Lincoln County and that it correctly represents that survey and those records.



**IMPERVIOUS AREA**

Building Footprint:	4220 sq ft
Driveway:	3650 sq ft
existing asphalt path:	1024 sq ft
Total impervious area:	8894 sq ft
Total lot area:	30883 sq ft
Percent impervious area:	29%

Note:  
No cut or fill slopes greater than 2.5:1

SQFT Off street Parking	3264
20%	652.8
SQFT Snow Storage approx.	2,638.50

**LEGEND**

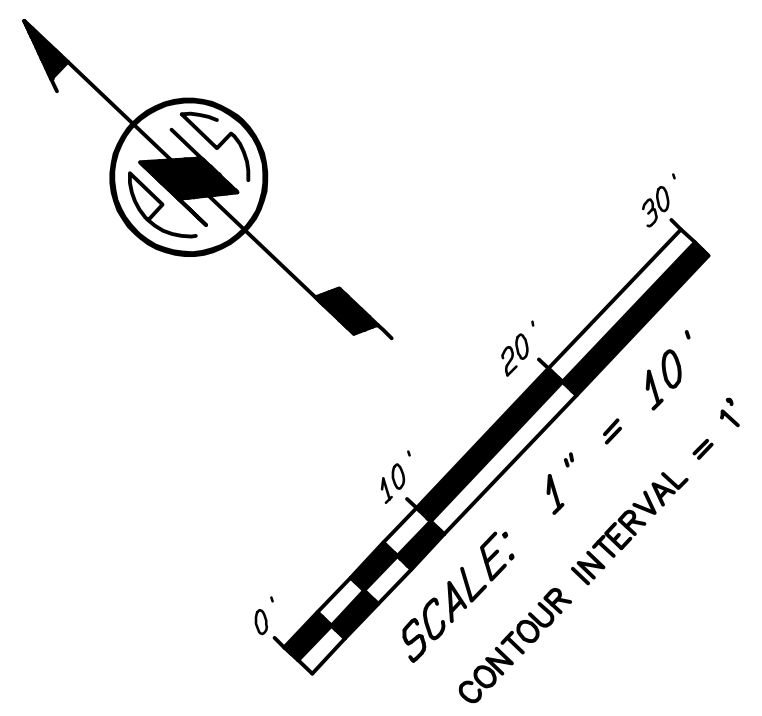
- indicates a 5/8" steel reinforcing rod with an aluminum cap inscribed, "PLS 6447", found.
- indicates a 5/8" X 24" steel reinforcing rod with an aluminum cap inscribed: "SURVEYOR SCHERBEL LTD", with appropriate details, set this survey.
- ⊕ indicates a calculated position, no monument found or set.
- ⬠ indicates a telecommunication junction box.
- ⬠ indicates an electrical junction box.
- ⊙ fiberglass marker for underground power line.
- ⊙ fiberglass marker for underground gas line.
- indicates a platted lot line of record.
- - - indicates an easement line.
- - - indicates a right-of-way line.
- W- indicates a culinary water line.
- S- indicates a sanitary sewer line.
- - - indicates a building setback line.
- - - indicates edge of asphalt surface.
- ..... indicates the toe of a slope.

**CURVE TABLE**

CURVE	LENGTH	DELTA	RADIUS	CHORD BEARING	CHORD	TANGENT
C1	56.75'	21°40'37"	150.00'	S45°58'58"W	56.41'	28.72'
C2	56.75'	18°03'50"	180.00'	S44°10'33"W	56.52'	28.61'
C3	10.00'	3°11'03"	180.00'	S54°48'00"W	10.00'	5.00'

-ADVANCE PLAT-  
SUBJECT TO CORRECTION  
AND APPROVAL

**SITE PLAN  
FOR  
SCOTT CUMMINGS AND LORI CUMMINGS  
OF  
ALPINE MEADOWS LOT 22  
WITHIN THE INCORPORATED LIMITS  
OF THE TOWN OF ALPINE  
LINCOLN COUNTY, WYOMING**

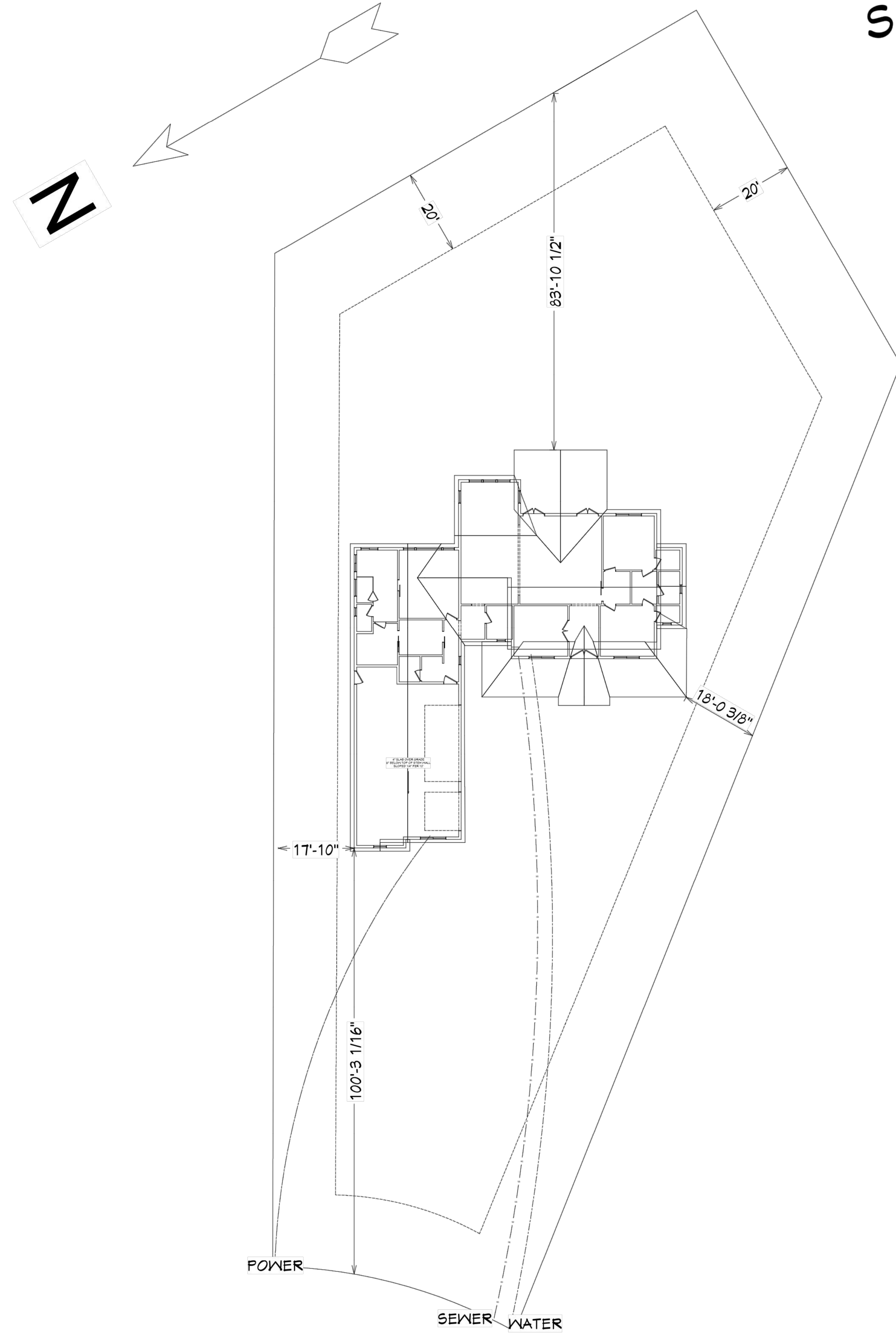


DATE:	3 March 2026
DRAWN BY:	Kyle Staley
CALCULATED BY:	Karl F. Scherbel
CATEGORY/PORT:	Towns
FIELD BOOK:	
COMPUTER FILE:	AMLotSitePlan.pro

**SURVEYOR SCHERBEL, LTD.**  
PROFESSIONAL LAND SURVEYORS

BOX 96 BIG DINEY-MARBLETON, WYO. 83119 TEL. 307-276-3347  
BOX 725 AFTON, WYO. 83110 TEL. 307-285-9319 ALPINE, WYO. 83128 TEL. 307-285-9319  
JACKSON, WYO. TEL. 307-733-5903; LAVA, ID. TEL. 208-776-5930; MONTPELIER, ID. TEL. 208-847-2800

# ALPINE MEADOWS SUBDIVISION SCOTT & LORI CUMMINGS 247 ASTER LOOP LOT 22 PARCEL # 00R0018258



## MY DESIGN

BROOKE PINNOCK  
PO Box 964, Sugar City, Idaho 83448  
208-589-7267  
mydesignbybrooke@gmail.com

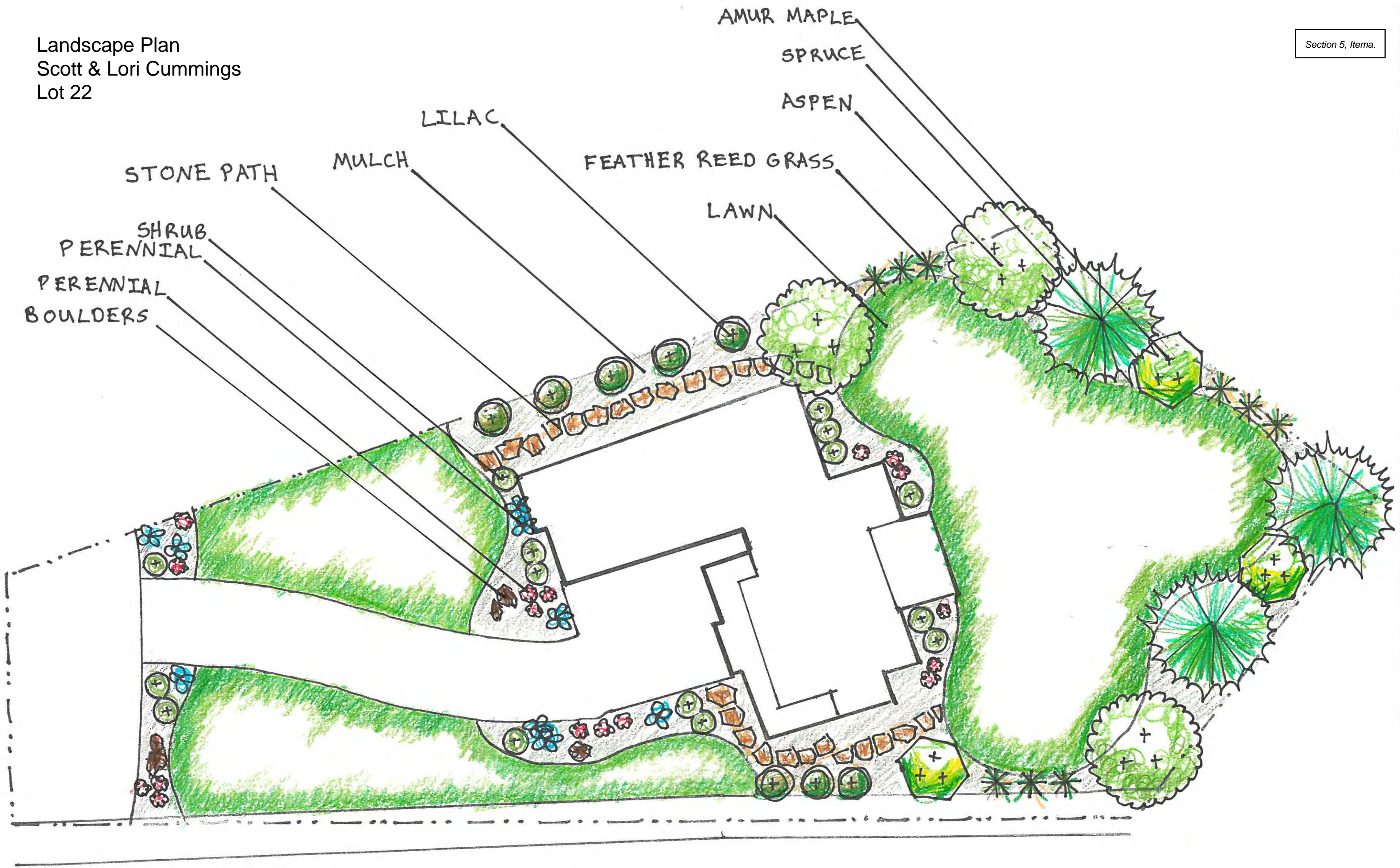
PREPARED FOR:  
SCOTT AND LORI CUMMINGS  
RESIDENCE  
247 ASTER LOOP  
LINCOLN COUNTY, WY

AREAS	
MAIN FLOOR SQ. FT.	2507
TOTAL SQ. FT.	2507
GARAGE SQ. FT.	964

DESIGNED BY	<b>OWNER</b>
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PAGE  
**SITE**

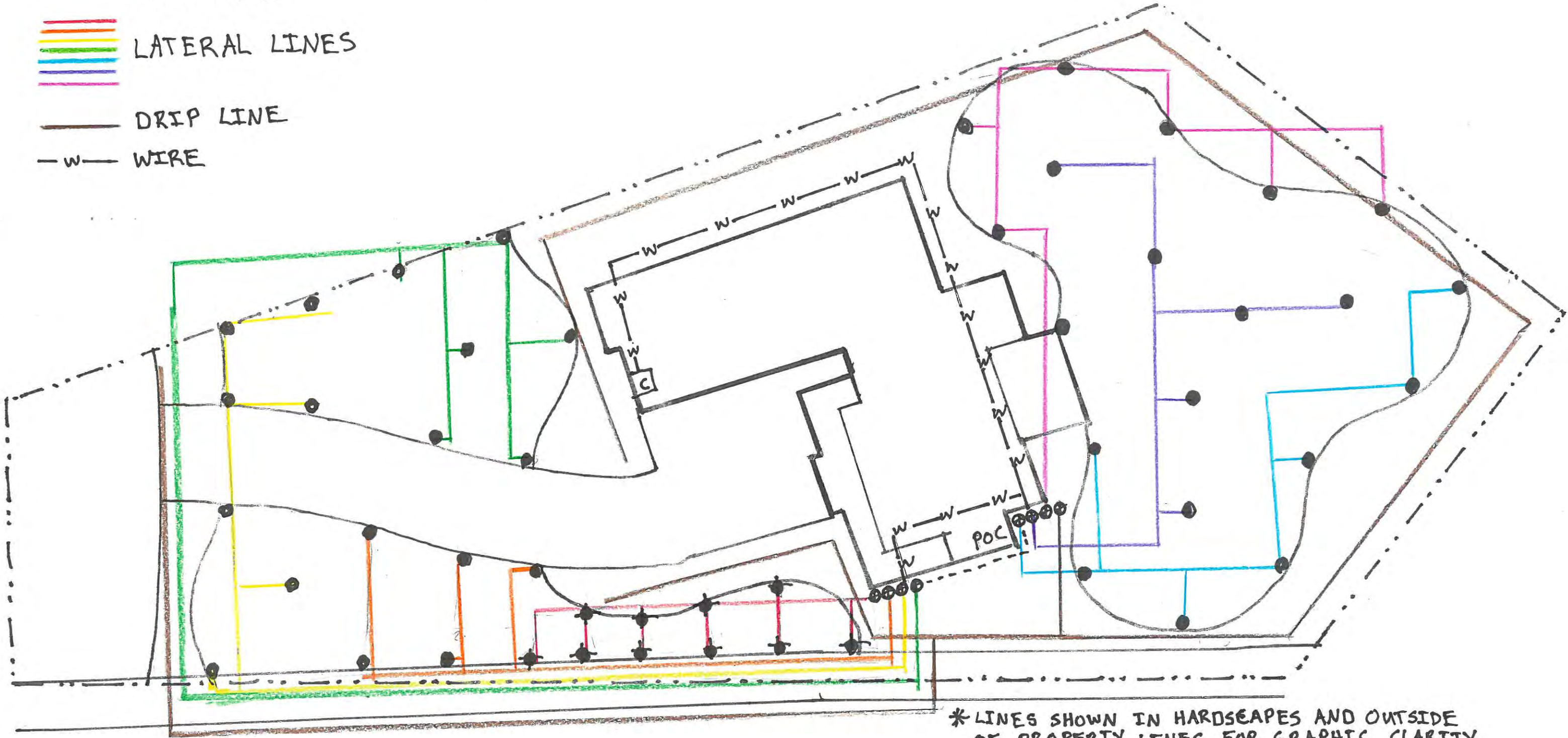
Landscape Plan  
Scott & Lori Cummings  
Lot 22



- ☐ CONTROLLER
- POC POINT OF CONNECTION
- ⊕ VALVES
- ROTORS
- ⊕ SPRAYHEADS w/ ROTORY NOZZLES
- - - - MAIN LINE

Landscape Plan  
 Scott & Lori Cummings  
 Lot 22

- ▬▬▬ LATERAL LINES
- ▬ DRIP LINE
- w- WIRE

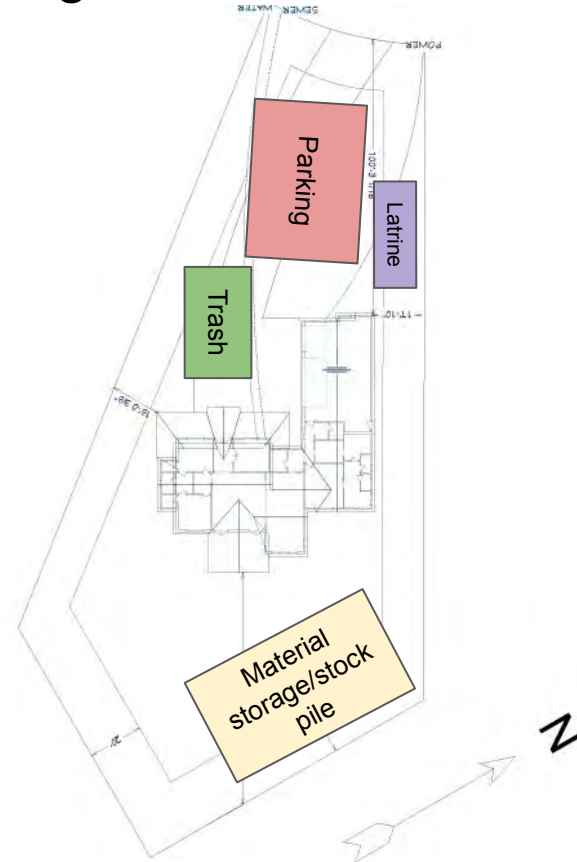


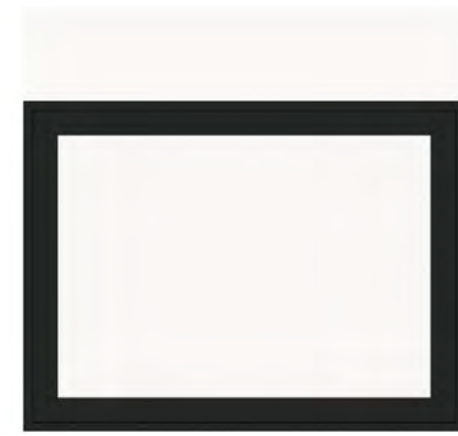
\*LINES SHOWN IN HARDSCAPES AND OUTSIDE OF PROPERTY LINES FOR GRAPHIC CLARITY

# Lot 22 Construction Plan Scott & Lori Cummings

Section 5, Itema.

- Materials & Stockpile Storage: To minimize site impact, materials (concrete, framing, roofing, siding, stone, and drywall) will arrive in phases. All materials will be stockpiled in the southeast corner of the property.
- Work Hours: Monday through Friday, 7:00 AM – 6:00 PM, and Saturday, 8:00 AM – 3:00 PM.
- Sanitary Facilities: Portable toilets will be provided on-site from groundbreaking until we receive the Certificate of Occupancy.
- Trash Removal: A dump trailer or dumpster will be kept on-site for all construction debris, which will be regularly hauled to the dump.
- Noise Mitigation: Noisy activities will be limited to standard working hours to avoid disturbing the neighborhood during early mornings or late evenings.
- Construction Timeline: We anticipate a timeline of one year from groundbreaking to completion.
- Worker Parking: All employee vehicles will be parked on the property; no street parking will be used.





**OVERALL COLOR CONCEPT**

**WINDOWS & DOORS - BLACK CLAD - ANDERSEN 100 SERIES**  
[HTTPS://WWW.ANDERSENWINDOWS.COM/WINDOWS-AND-DOORS/SERIES/100-SERIES](https://www.andersenwindows.com/windows-and-doors/series/100-series)

**CUMMINGS RESIDENCE**

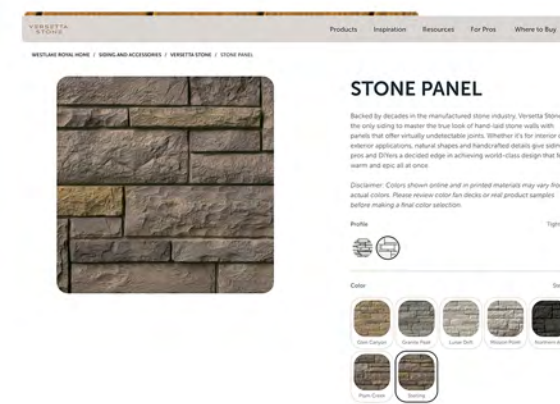
LOT 22  
ALPINE MEADOWS  
ALPINE, WYOMING

COLOR BOARD



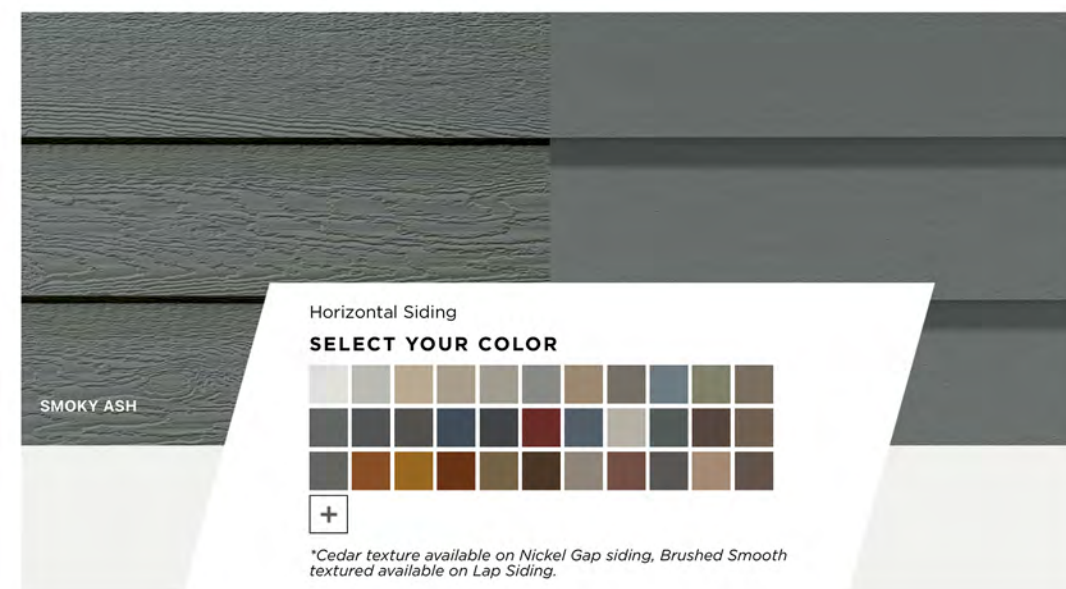
**EXTERIOR LIGHT FIXTURE**

[HTTPS://WWW.FERGUSONHOME.COM/VISUAL-COMFORT-SL-01191/S2004696?UID=4747067&SEARCHID=1BF1CJCVI](https://www.fergusonhome.com/visual-comfort-sl-01191/s2004696?UID=4747067&SEARCHID=1BF1CJCVI)



**EXTERIOR VERSETTA STONE**

**TIGHT CUT - STERLING**  
[HTTPS://BIT.LY/4SAEFET](https://bit.ly/4SAEFET)



**EXTERIOR 12" RIGIDSTACK LAP SIDING**

**SMOKY ASH**  
[HTTPS://DIAMONDKOTESIDING.COM/SIDING/LAP-SIDING/](https://diamondkotesiding.com/siding/lap-siding/)



Matte Black

**ROOF - BRIDGER STEEL - TRUSNAP - 1 1/2" X 12" STANDING SEAM METAL ROOF**

**ABYSS BLACK**  
[HTTPS://WWW.BRIDGERSTEEL.COM/STANDING-SEAM/TRU-SNAP](https://www.bridgersteel.com/standing-seam/tru-snap)

# ELEVATIONS



FRONT ELEVATION



REAR ELEVATION

**MY DESIGN**  
 BROOKE PINNOCK  
 PO Box 364, Sugar City, Idaho 83448  
 208-589-7267  
 mydesignbybrooke@gmail.com

PREPARED FOR:  
**SCOTT AND LORI CUMMINGS**  
 RESIDENCE  
 247 ASTER LOOP  
 LINCOLN COUNTY, WY

AREAS	
DESIGNED BY	OWNER
DATE	01/27/2026
DRAWN BY	BP
PROJECT#	2026-14
SCALE	1/4"=1'
MAIN FLOOR SQ. FT.	2507
TOTAL SQ. FT.	2507
GARAGE SQ. FT.	964

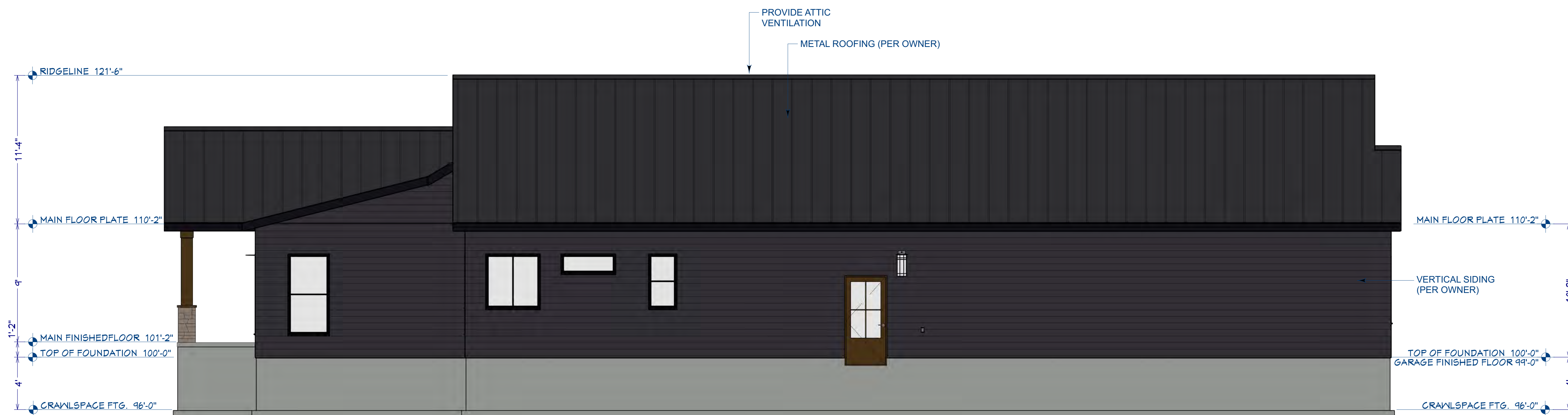
PAGE  
**A-2**

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# ELEVATIONS



RIGHT ELEVATION



LEFT ELEVATION

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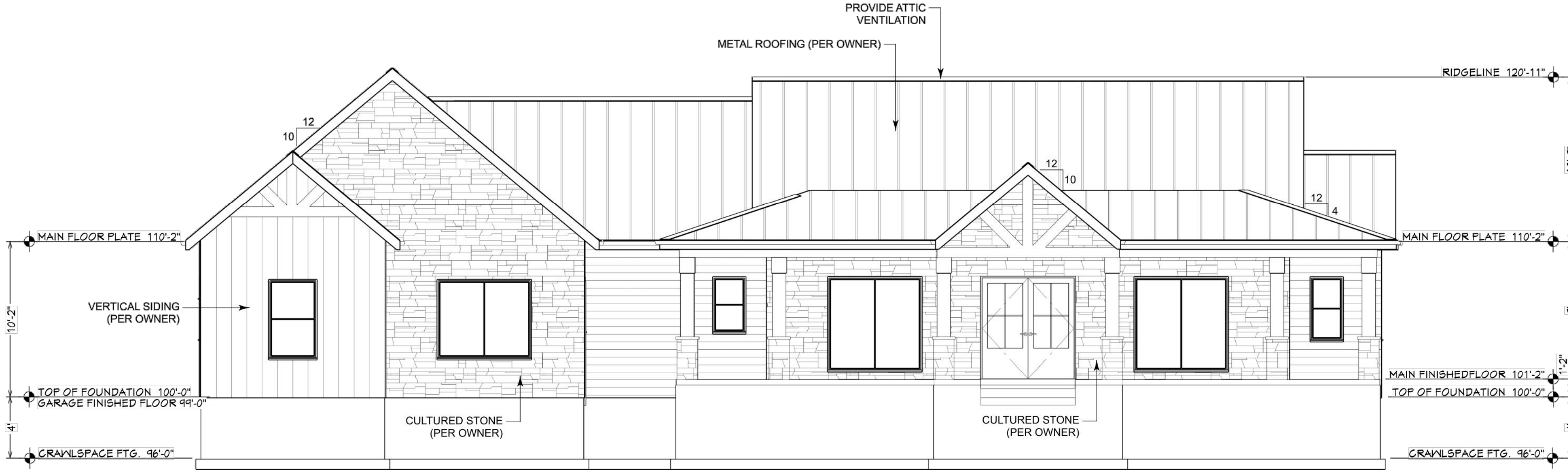
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**A-3**

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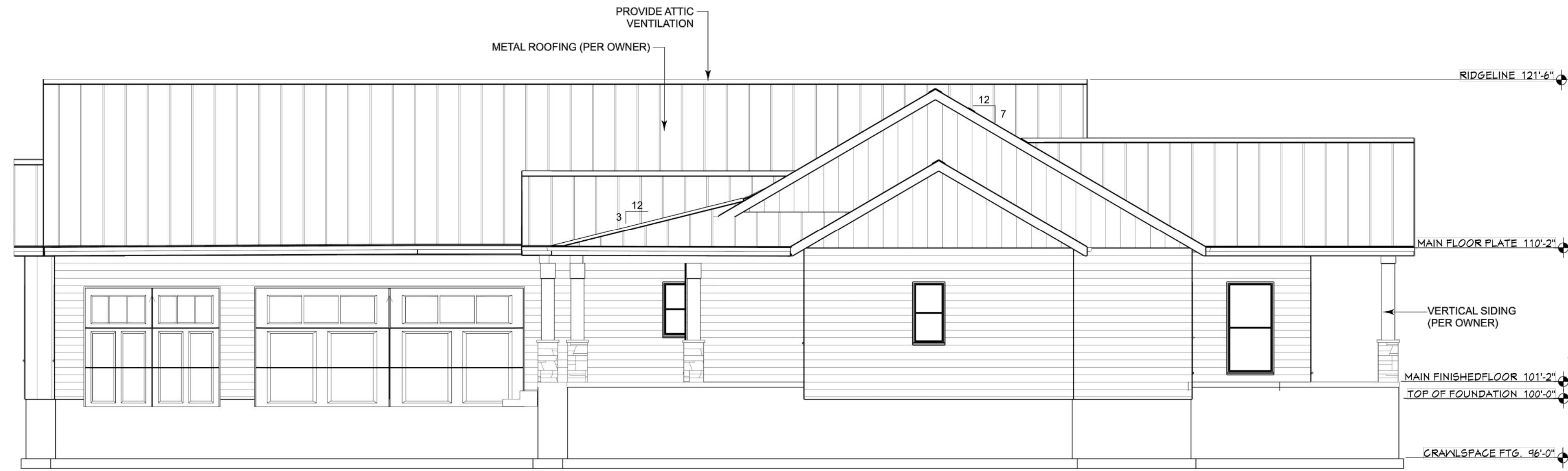
AREAS	MAIN FLOOR SQ FT:	TOTAL SQ FT:	GARAGE SQ FT:
	2507	2507	964

DESIGNED BY	<b>OWNER</b>
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SCALE	<b>1/4"=1'</b>

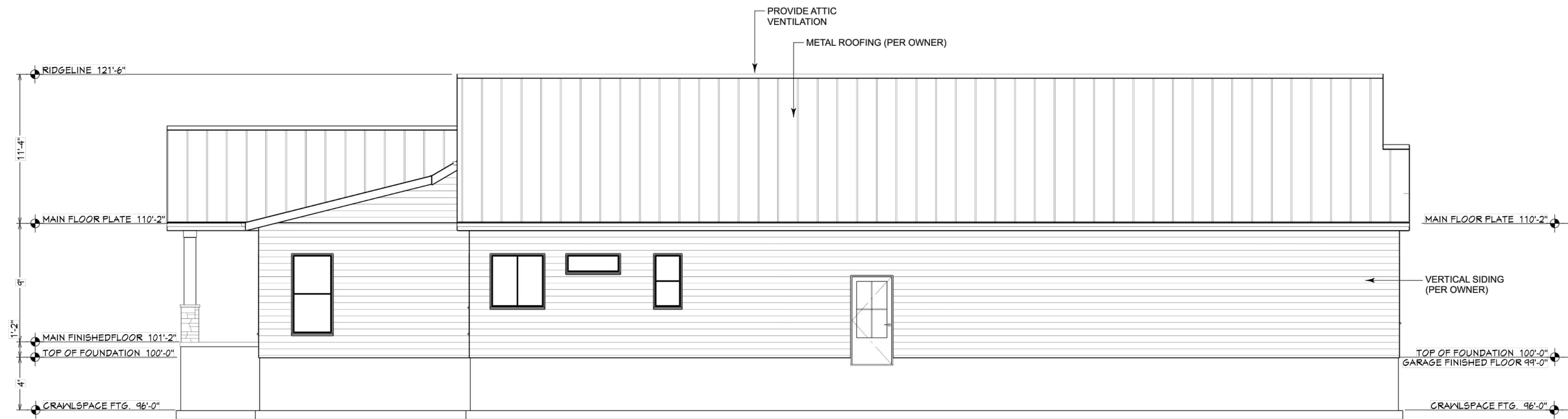
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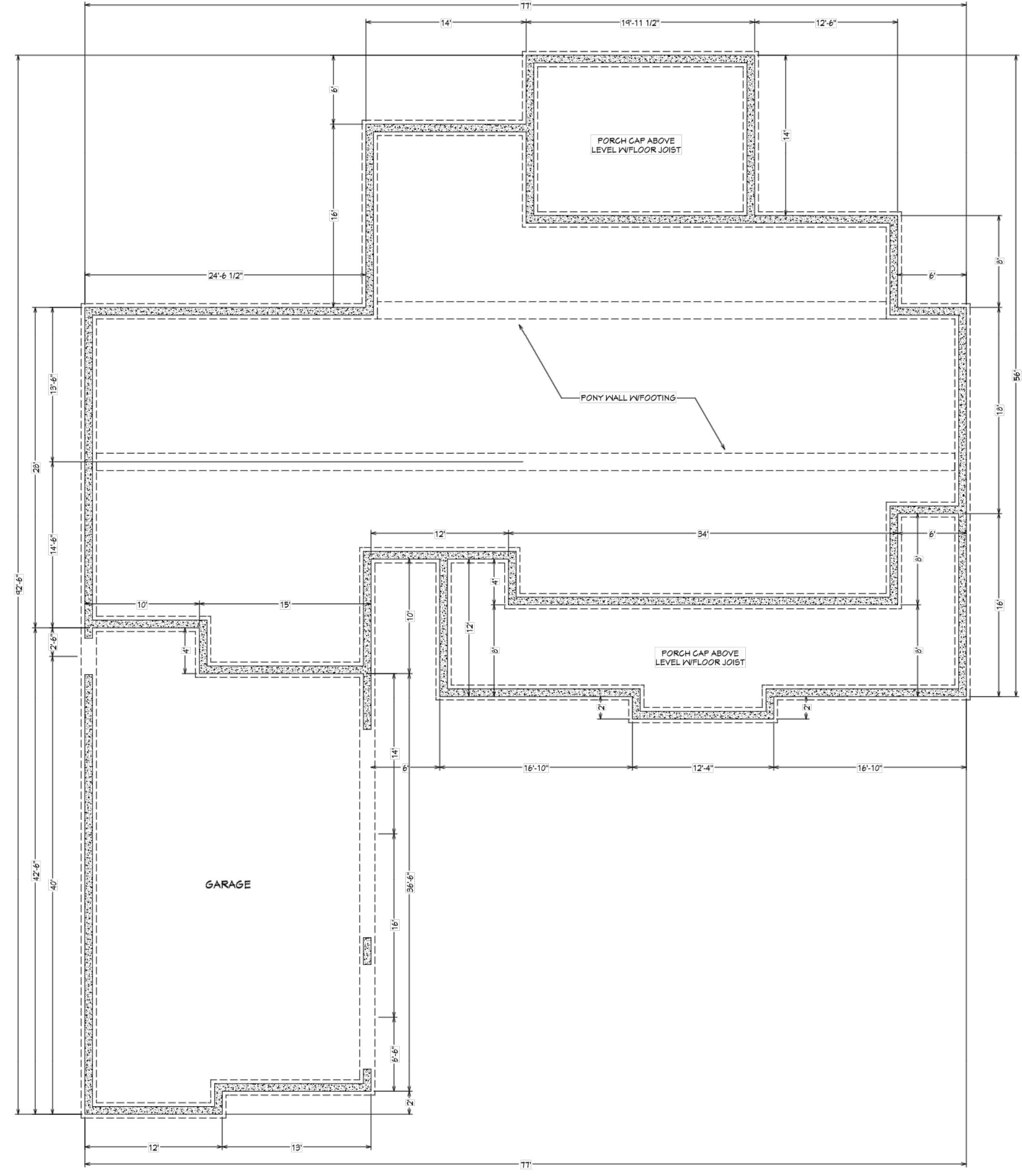
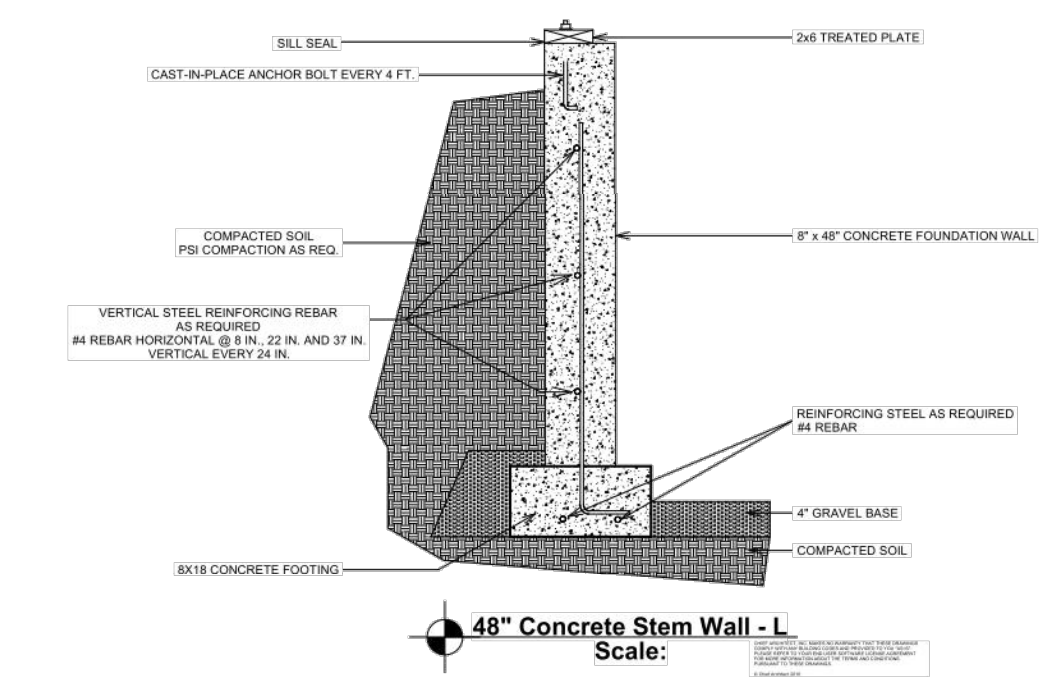
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PAGE  
**A-3**

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# FOOTING AND FOUNDATION PLAN

FOOTING: 8" X 18"  
 FOUNDATION WALLS: 48" X 8"



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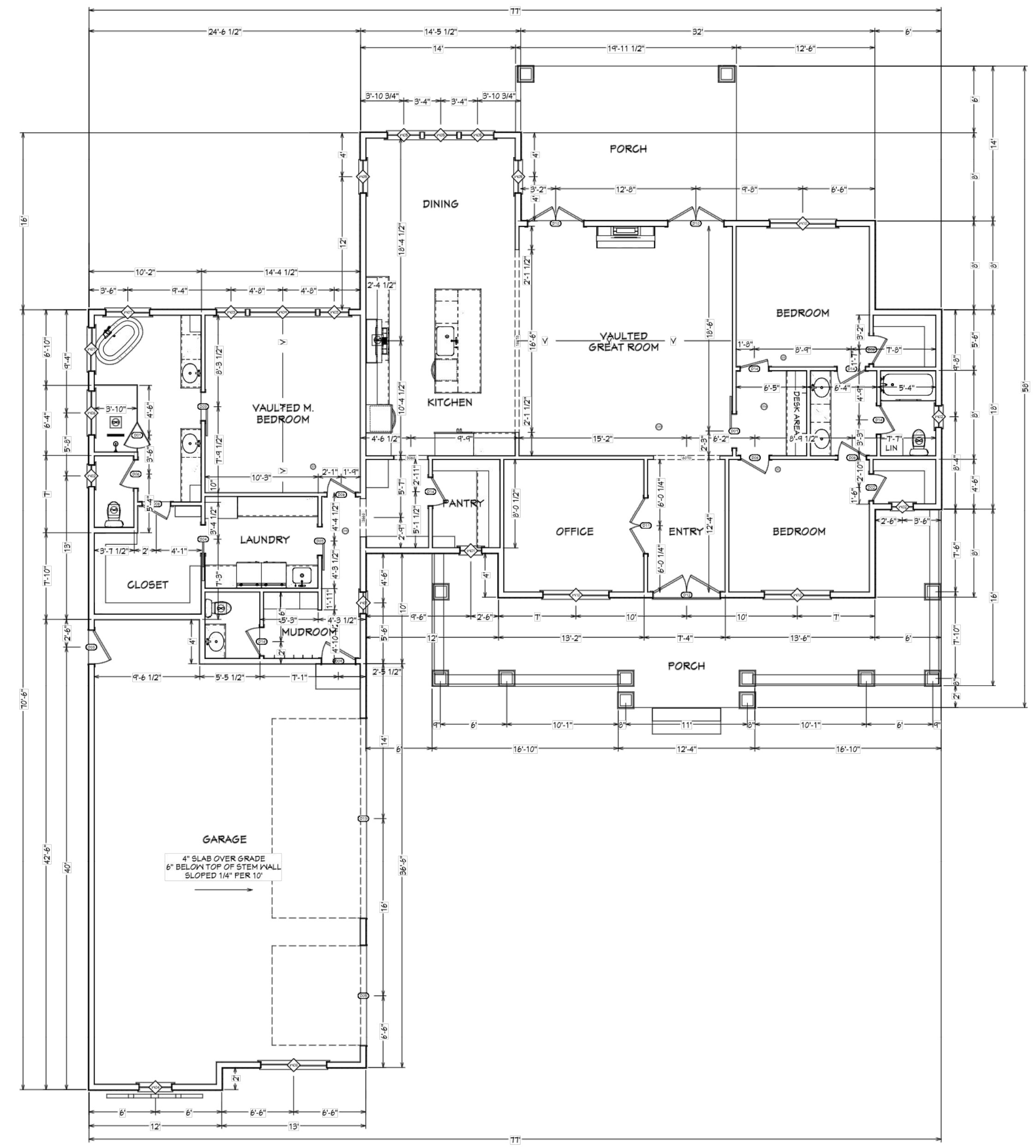
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GARAGE SQ FT:	964

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PAGE  
**A-4**

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# MAIN FLOOR PLAN



ATTIC ACCESS R807  
ATTIC LID SILL R402.2.4

GARAGE/HOUSE DOOR SELF CLOSING R302.1

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**A-5**

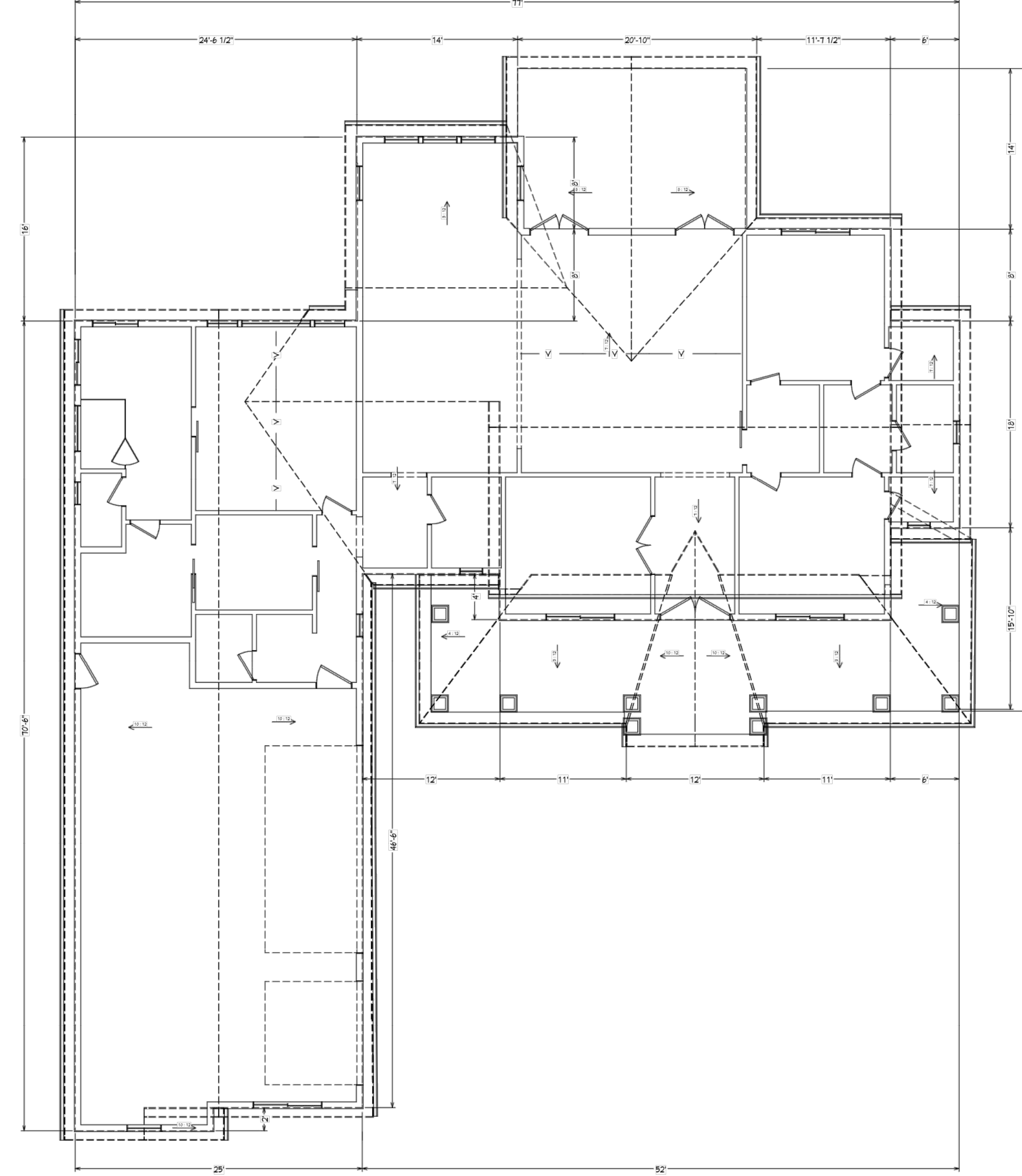
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SEE TRUSS  
MANUFACTURER'S  
DETAILED TRUSS PLAN

# ROOF AND TRUSS PLAN

ROOF PITCH AS NOTED



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LINCOLN COUNTY, WY**

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**A-7**

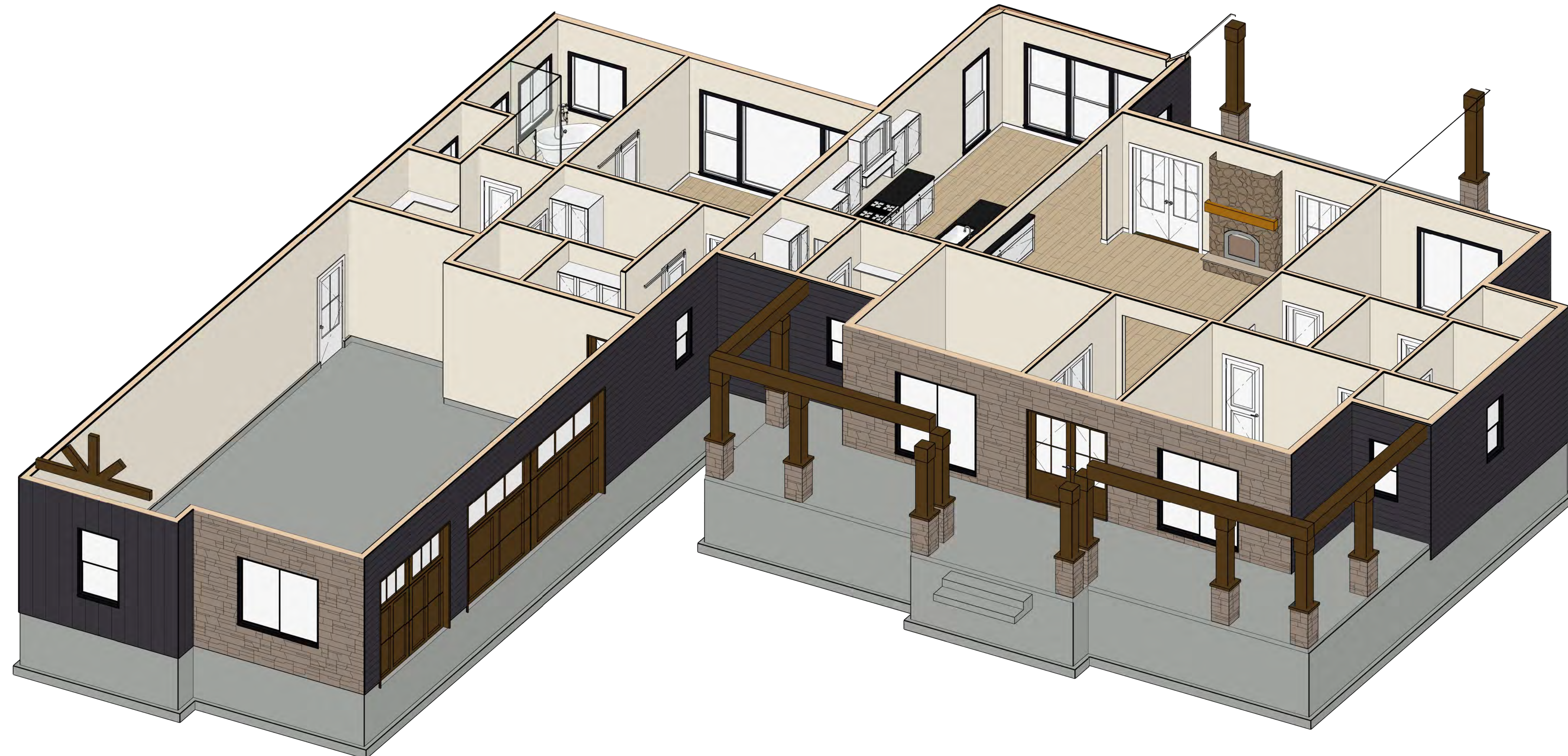
# DOOR AND WINDOW SCHEDULE

DOOR SCHEDULE										
ID	EXTERIOR ELEVATION NUMBER	LABEL	QTY	FLOOR	SIZE	DESCRIPTION	HEADER	CODE	MANUFACTURER	COMMENTS
D01	2460	1	1	2460 R	20'x20"	SHOWER-GLASS SLAB				
D02	2460	1	1	2460 R IN	30'x62 1/2"	HINGED-DOOR P04	2'x6'x20" (2)			
D03	2460	2	1	2460 L	32'x62 1/2"	BARN-DOOR P04	2'x6'x20" (2)			
D04	2460	1	1	2460 L	61 1/4'x62 1/2"	POCKET-DOOR P04	2'x6'x24 1/4" (2)			
D05	1050	1	1	1050	11'0"x9'	GARAGE-GARAGE DOOR GH05	2'x12'x24" (2)			
D06	2460	5	1	2460 R IN	32'x62 1/2"	HINGED-DOOR P04	2'x6'x20" (2)			
D07	3060	1	1	3060 L	38'x62 1/2"	BARN-DOOR P04	2'x6'x20" (2)			
D08	3060	1	1	3060 L EX	38'x60"	EXT. HINGED-GLASS PANEL	2'x6'x20" (2)			
D09	3060	1	1	3060 R EX	38'x60"	EXT. HINGED-GLASS PANEL	2'x6'x20" (2)			
D10	3060	2	1	3060 L R EX	62'x60"	EXT. DOUBLE HINGED-GLASS PANEL	2'x6'x20" (2)			
D11	3060	1	1	3060 L R IN	62'x62 1/2"	DOUBLE HINGED-DOOR P04	2'x6'x20" (2)			
D12	6060	1	1	6060 L R EX	14'x60"	EXT. DOUBLE HINGED-GLASS PANEL	2'x10'x24" (2)			
D13	1050	1	1	1050	21'0"x9'	GARAGE-GARAGE DOOR GH05	2'x12'x24" (2)			
D14	2460	5	1	2460 L IN	32'x62 1/2"	HINGED-DOOR P04	2'x6'x20" (2)			

WINDOW SCHEDULE										
ID	EXTERIOR ELEVATION NUMBER	LABEL	QTY	FLOOR	SIZE	DESCRIPTION	HEADER	CODE	MANUFACTURER	COMMENTS
W01	2036SH	2	1	2036SH	24'x42"	SINGLE HUNG	2'x6'x20" (2)			
W02	2040SH	3	1	2040SH	24'x40"	SINGLE HUNG	2'x6'x20" (2)			
W03	2605SH	2	1	2605SH	32'x12"	SINGLE HUNG	2'x6'x20" (2)			
W04	3050SH	1	1	3050SH	36'x20"	SINGLE HUNG	2'x6'x20" (2)			
W05	3060SH	6	1	3060SH	36'x12"	SINGLE HUNG	2'x6'x20" (2)			
W06	4014FK	1	1	4014FK	48'x18"	FIXED GLASS	2'x6'x20" (2)			
W07	4040LS	2	1	4040LS	48'x48"	LEFT SLIDING	2'x6'x20" (2)			
W08	6050LS	1	1	6050LS	12'x60"	LEFT SLIDING	2'x6'x20" (2)			
W09	6060FK	1	1	6060FK	12'x12"	FIXED GLASS	2'x6'x20" (2)			
W10	6060LS	3	1	6060LS	12'x12"	LEFT SLIDING	2'x6'x20" (2)			

### INSULATION NOTE:

ATTIC - R49 BLOW FIBERGLASS  
 GARAGE ATTIC - R30 BLOW FIBERGLASS  
 GARAGE WALLS - R19 BATTING  
 KNEE WALLS - R21 KRAFT  
 EXTERIOR WALLS - NET w/BLOW IN FIBERGLASS  
 FIRE WALLS - DOUBLE NET w/BLOW IN FIBERGLASS  
 FOUNDATION WALLS - 2" CLOSED CELL FOAM



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 mydesignbybrooke@gmail.com

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 RESIDENCE  
 247 ASTER LOOP  
 LINCOLN COUNTY, WY

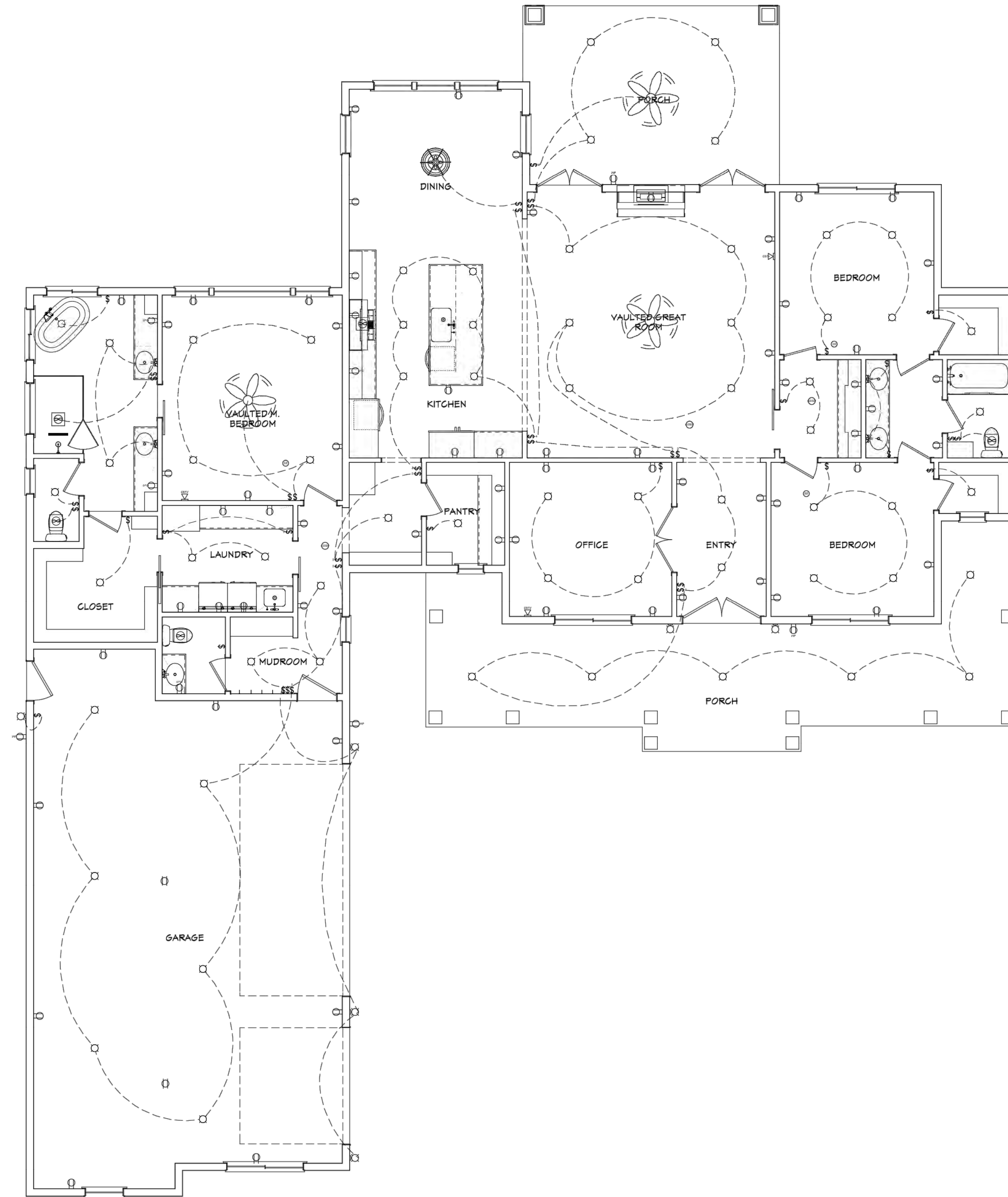
AREAS			
DESIGNED BY	OWNER	DATE	SCALE
BP	01/27/2026		
PROJECT#	2026-14		
TOTAL SQ. FT.	2507		
MAIN FLOOR SQ. FT.	2507		
GARAGE SQ. FT.	964		

DESIGNED BY: **OWNER**  
 DATE: **01/27/2026**  
 DRAWN BY: **BP**  
 PROJECT#: **2026-14**  
 SCALE: **1/4"=1'**

PAGE  
**A-8**

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# ELECTRICAL PLAN



ELECTRICAL - DATA - AUDIO LEGEND	
SYMBOL	DESCRIPTION
	Ceiling Fan
	Ventilation Fans: Ceiling Mounted, Wall Mounted
	Ceiling Mounted Light Fixtures: Surface/Pendant, Recessed, Heat Lamp, Low Voltage
	Wall Mounted Light Fixtures: Flush Mounted, Wall Sconce
	Chandelier Light Fixture
	Fluorescent Light Fixture
	240V Receptacle
	110V Receptacles: Duplex, Weather Proof, GFCI
	Switches: Single Pole, Weather Proof, 3-Way, 4-Way
	Switches: Dimmer, Timer
	Audio Video: Control Panel, Switch
	Speakers: Ceiling Mounted, Wall Mounted
	Wall Jacks: CAT5, CAT5 + TV, TV/Cable
	Telephone Jack
	Intercom
	Thermostat
	Door Chime, Door Bell Button
	Smoke Detectors: Ceiling Mounted, Wall Mounted
	Electrical Breaker Panel

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PAGE  
**11.1**

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**SCOTT & LORI CUMMINS HOME DESIGN CRITERIA:**

IBC 2021 EDITION, ASD LOAD COMBINATIONS

**\*\*OWNER'S/CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL DIMENSIONS PRIOR TO STARTING CONSTRUCTION.\*\***

CONSTRUCTION TYPE: PERIMETER CONCRETE FOOTINGS/FOUNDATIONS, CONCRETE SLAB ON GRADE FLOOR, WOOD LIGHT FRAMED BEARING/SHEAR WALLS, I-JOISTS WITH WOOD FLOOR DIAPHRAGM & PRE-MANUFACTURED WOOD ROOF TRUSSES & WOOD ROOF DIAPHRAGM.

ADDRESS: 247 ASTER LOOP, ALPINE, WYOMING 83128

WALL DEAD LOAD: 12 PSF FLOOR DEAD LOAD: 15 PSF FLOOR LIVE LOAD: 40 PSF

ROOF DEAD LOAD: 25 PSF SNOW LOAD  $P_g$ : 100 PSF GROUND SNOW  $P_g$ : 142.9 PSF

SOIL BEARING PRESSURE: 1500 PSF (PER IBC MINIMUM)

ASCE 7 HAZARD DESIGN TOOL: LATITUDE: 43.169712 LATITUDE: -111.022141 ELEVATION: 5654 FT

WIND LOADING: 115 MPH EXPOSURE "C"

SEISMIC:  $S_s = 1.09g$   $S_1 = 0.3g$   $S_{MS} = 1.32g$   $S_{DS} = 0.88g$   $I_e = 1.0$

SITE CLASS: "D" DEFAULT ASCE 7-16 SECTION 11.4.4  $F_a = 1.211$

$R = 6.5$  (LIGHT FRAMED WOOD SHEATHED BEARING WALL SYSTEM)

$p = 1.3$  (EXTREME IRREGULARITY)

$C_s = (S_{DS} * I_e)/R = (0.88)(1.0)/6.5 = 0.135$   $E = .7pV = .7C_{sp}W = 0.123W$   $W = \text{DEAD LOAD} + 0.2 \text{ SNOW}$

**MATERIALS:**

DIMENSIONAL LUMBER: DOUGLAS FIR LARCH (DF) #2 OR BETTER

ENGINEERED LUMBER VERSA-LAM (V.L.): SINGLE PLY 1-3/4" BCI 2.1E 2800 PSI

GLU-LAM BEAM: BOISE CASCADE GRADE 24F-V4 BEAM

CONCRETE STRENGTH: 3000 PSI MIN @ 28 DAYS (FOOTINGS)  
4000 PSI MIN @ 28 DAYS (FOR ALL OTHER CONCRETE)

REINFORCING STEEL: ASTM A615 GRADE 60 KSI

ANCHOR BOLTS: ASTM A307

STRUCTURAL STEEL: W-SECTIONS ASTM A992,  $F_y = 50$  KSI

STRUCTURAL STEEL TUBE: ASTM A500 GRADE C  $F_y = 50$  KSI

STRUCTURAL BOLTS: ASTM A325 TYPE "N" CONNECTION

**FOOTINGS/FOUNDATIONS:**

VERIFY ALL DIMENSIONS W/ OWNER PRIOR TO PLACEMENT OF ANY CONCRETE.

FOOTINGS: (FROST DEPTH 3'-0" MINIMUM BOTTOM OF FOOTING)  
EXTERIOR: SEE FOUNDATION PLAN & FOOTING SCHEDULE

PIERS (CP1): 12"Ø SONOTUBE W/ (4) #4 VERTS W/ STD HOOK & #3 TIES @ 8" OC, (3) TIES TOP 6", 6X6 POST W/ SIMPSON ABU66Z BASE.

CONCRETE FOUNDATION WALLS: SEE FOUNDATION WALL SCHEDULE & FOUNDATION PLAN  
PROVIDE #4 L CORNER BARS 24" X 24" TO LAP W/ HORIZONTAL WALL REBAR EVERY BAR EVERY CORNER

SILL PLATE: 2X6 W/ 5/8" DIAMETER J-BOLT W/ 3/16" X 3" X 3" STEEL SQUARE PLATE WASHER @ 32" OC OR 24" OC  
SEE MAIN FLR PLAN FOR LOCATIONS (8" MIN EMBED) MINIMUM OF (2) ANCHOR BOLTS PER WALL SECTION. ALL EXTERIOR WALLS.

TYPICAL 4" CONCRETE SLAB ON GRADE. PLACE SLAB OVER 4" FREE DRAINING COMPACTED GRAVEL OVER PREPARED SUB-GRADE. LOCATE CONTROL/CONSTRUCTION JOINTS AT A MAX. SPACING OF 10'-0" IN EACH DIRECTION SAW CUT CONTROL JOINTS 1/4 DEPTH MIN. WITHIN 24 HOURS OF CONCRETE PLACEMENT. OPTIONAL REINFORCING #4 @ 24" OC BOTH WAYS PER OWNER.

ALL FOOTINGS SHALL BE CENTERED ON WALLS AND COLUMNS, UNLESS NOTED OTHERWISE.

WATERPROOF & INSULATE ALL EXTERIOR WALLS BELOW GRADE AS PER ARCHITECTURAL DRAWINGS.

INSTALL SIMPSON STHDU14 OR HTT4 HOLD DOWNS AS INDICATED ON DRAWINGS.

**STRUCTURAL NOTES:**

EXTERIOR MAIN WALL FRAMING (W1): 9'-0" TALL 2X6 DF @ 16" OC

EXTERIOR GARAGE WALL FRAMING (W2): 10'-1" TALL 2X6 DF @ 16" OC

INTERIOR CRAWL SPACE BEARING WALL (W3): 4'-0" TALL 2X4 DF @ 16" OC

INTERIOR FRAMING WALL: 9'-1" TALL 2X4 DF @ 16" OC

SHEAR WALL 1  $\Delta$  : 7/16" OSB NAILING: 8d RING SHANK COMMON NAILS @ 6" OC ALONG PANEL EDGES, 12" OC IN FIELD, SOLID BLOCK ALL PANEL EDGES.

SHEAR WALL 2  $\Delta$  : SAME AS SW1 ABOVE EXCEPT 8d NAILS @ 4" OC.

SHEAR WALL 3  $\Delta$  : SAME AS SW1 ABOVE EXCEPT 8d NAILS @ 3" OC.

ALTERNATE STAPLING SHEAR WALLS: 16 GAUGE, 7/16" CROWN X 1-1/2" LONG STAPLE

SW1: STAPLES AT 4" OC ALONG PANEL EDGES & 8" OC IN FIELD, SOLID BLOCK ALL PANEL EDGES.

SW2: SAME AS ABOVE EXCEPT STAPLES AT 3" OC ALL PANEL EDGES.

SW3: NO ALTERNATE STAPLE PATTERN.

WRAP GARAGE DOOR UPPER CORNERS W/ FULL PANEL WALL SHEATHING TO ELIMINATE SPLICES AT CORNER INTERSECTION.

ALL WOOD HEADERS SHALL HAVE (1) TRIMMER STUD & (1) KING STUD UNLESS NOTED OTHERWISE  
OPENINGS UP TO 8'-0" USE: (2) TRIMMERS & (1) KINGS  
OPENINGS UP TO 12'-0" USE: (2) TRIMMERS & (2) KINGS  
OPENINGS UP TO 18'-0" USE: (2) TRIMMERS & (3) KINGS

EXTERIOR WALL HEADERS: SEE HEADER SCHEDULE FOR SIZE & REQUIREMENTS

ROOF FRAMING: PRE-MANUFACTURED WOOD ROOF TRUSSES @ 24" OC, CERTIFIED & STAMPED BY TRUSS MANUFACTURER.

ALL ROOF TRUSSES ARE TO BE ENGINEERED BY MANUFACTURER FOR:  
DEAD LOAD BOTTOM CHORD = 5 PSF DEAD LOAD TOP CHORD = 10 PSF  
SNOW LOAD = SEE DESIGN CRITERIA

ROOF SHEATHING: 19/32" OSB SHEATHING NAILED W/ 10d RING SHANK COMMON NAILS @ 6" OC ALONG PANEL EDGES AND 12" OC IN FIELD, SOLID BLOCKING NOT REQUIRED.

ALTERNATE STAPLING ROOF DIAPHRAGM: 16 GAUGE, 7/16" CROWN X 2" LONG STAPLE @ 4" OC ALONG PANEL EDGES & 8" OC IN FIELD. SOLID BLOCKING NOT REQUIRED.

SHEATH ENTIRE ROOF DIAPHRAGM UNDER OVERBUILD ROOF SECTIONS.

INSTALL SIMPSON H1A ANCHORS TO TRUSS & B.W. DOUBLE TOP PLATES.

MID-POINT BLOCKING REQUIRED @ ALL ROOF JOISTS OVER 8'-0" SPAN.

USE METAL JOIST HANGERS WHERE REQUIRED, AS APPROVED BY TRUSS SUPPLIER.

TRUSS HANGERS MUST BE APPROVED BY TRUSS MANUFACTURER.

PROVIDE SIMPSON HUC48 MAX CONNECTION WHERE RB1 COMES INTO THE SIDE OF ANOTHER RB1 AT FRONT PORCH.

**SCHEDULES & NOTES:**

FOOTING SCHEDULE										
MARK	WIDTH	LENGTH	DEPTH	LENGTHWISE REINFORCING			CROSSWISE REINFORCING			COMMENTS
				NO.	SIZE	SPACING	NO.	SIZE	SPACING	
F1.5C	1'-6"	CONT	10"	2	#4	-	-	-	-	INTERIOR THICKENED SLAB
F1.84C	1'-10"	CONT	10"	2	#4	-	-	-	-	EXTERIOR PERIMETER

SOIL BEARING PRESSURE=1500 PSF PER IBC 2021  
FROST DEPTH=3'-0" MIN. FINISHED GRADE TO BOTTOM OF FOOTING  
FOOTINGS:  $f'_c=3000$  PSI ALL OTHER CONCRETE:  $f'_c=4000$  PSI  
3" MIN. CONCRETE CLEAR COVER AROUND REBAR  
REBAR STEEL:  $F_y=60,000$  PSI

FOUNDATION WALLS						
WALL ID	WIDTH	HEIGHT	VERTICAL BAR	HORIZONTAL BAR	BARs TOP 2"	J-BOLT SIZE
FW1	8"	48"	#4 @ 18" OC	#4 @ 16" OC	(1)	5/8" W/ 8" EMBED @ 32" OC

FLOOR DIAPHRAGM								
MARK	SHEATHING	NAILING			WIDTH OF BACKING	HOLD DOWN OR STRAP	BLOCKED	COMMENTS
		SIZE	EDGE	FIELD				
FLOOR	3/4" T&G OSB	10d	6"	12"	2"		NO	GLUE TO FRAMING MEMBER BEFORE NAILING

ROOF DIAPHRAGM								
MARK	SHEATHING	NAILING			WIDTH OF BACKING	HOLD DOWN OR STRAP	BLOCKED	COMMENTS
		SIZE	EDGE	FIELD				
ROOF	19/32" OSB*	10d	6"	12"	2"		NO	

\* USE PANEL EDGE CLIPS CENTERED BETWEEN SUPPORTS

SHEAR WALL SCHEDULE									
SW #	SHEATHING	NAILING			WIDTH OF BACKING	HOLD DOWN OR STRAP	BLOCKED	PLATE ATTACHMENT	
		SIZE	EDGE	FIELD				#	#
$\Delta$	7/16" OSB	8d	6"	12"	2"	STHD14*	YES	5/8"Ø X 8" EMBEDMENT "J" BOLTS @ 32" OC (MIN. 2 PER PLATE)	
$\Delta$	7/16" OSB	8d	4"	12"	2"	STHD14*	YES	5/8"Ø X 8" EMBEDMENT "J" BOLTS @ 32" OC (MIN. 2 PER PLATE)	
$\Delta$	7/16" OSB	8d	3"	12"	2"	STHD14*	YES	5/8"Ø X 8" EMBEDMENT "J" BOLTS @ 24" OC (MIN. 2 PER PLATE)	

\* SIMPSON STRONG TIE PRODUCTS

ROOF/FLOOR FRAMING MEMBERS					
MARK	TYPE	SIZE/SPACING*	COMMENTS		
FJ1	BCI	11 7/8" BCI 6000-1.8 @ 16" OC	FULL LENGTH SPAN		
FB1	SAWN	(2) 2X8	CRAWL SPACE 4FT SPAN		
RB1	VERSA-LAM	(3) 1 3/4" X 9 1/2" V.L.	FRONT PORCH 11FT SPAN		
RB2	VERSA-LAM	(3) 1 3/4" X 14" V.L.	BACK PORCH 14FT SPAN		

\* SEE DETAILS FOR NAILING OF MULTIPLE MEMBERS

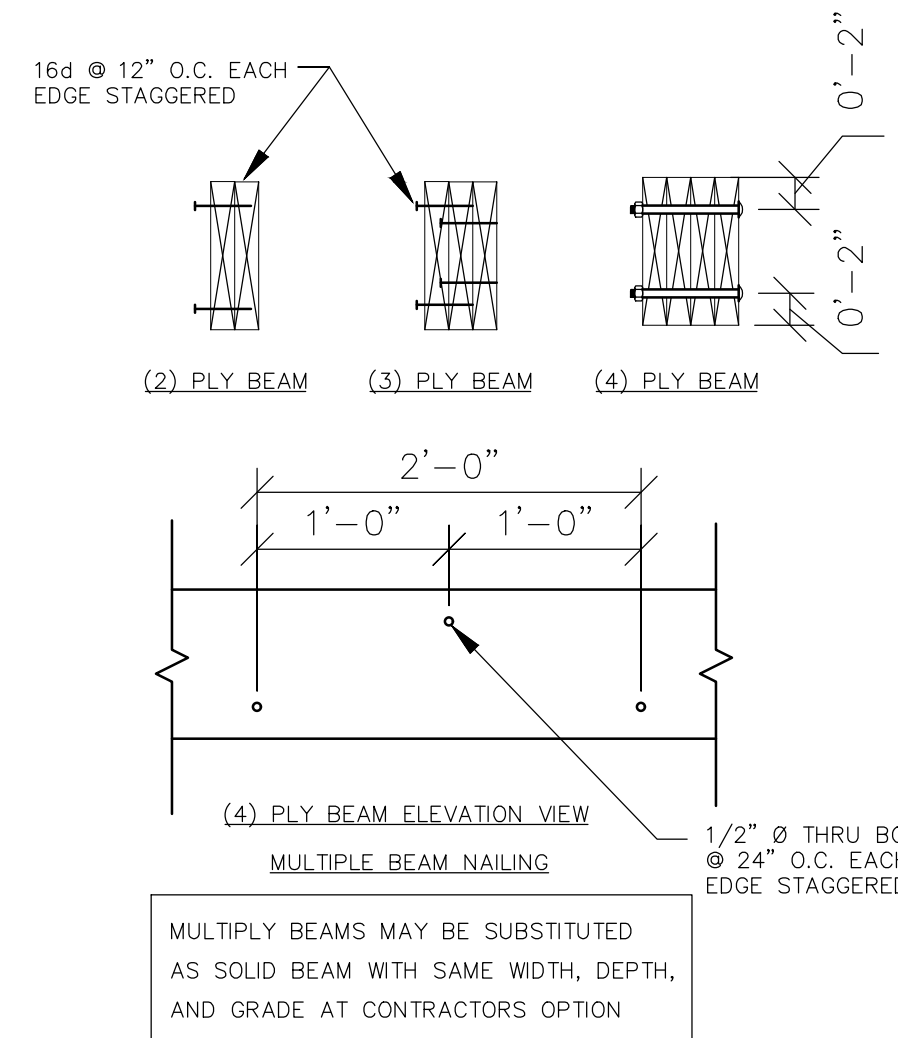
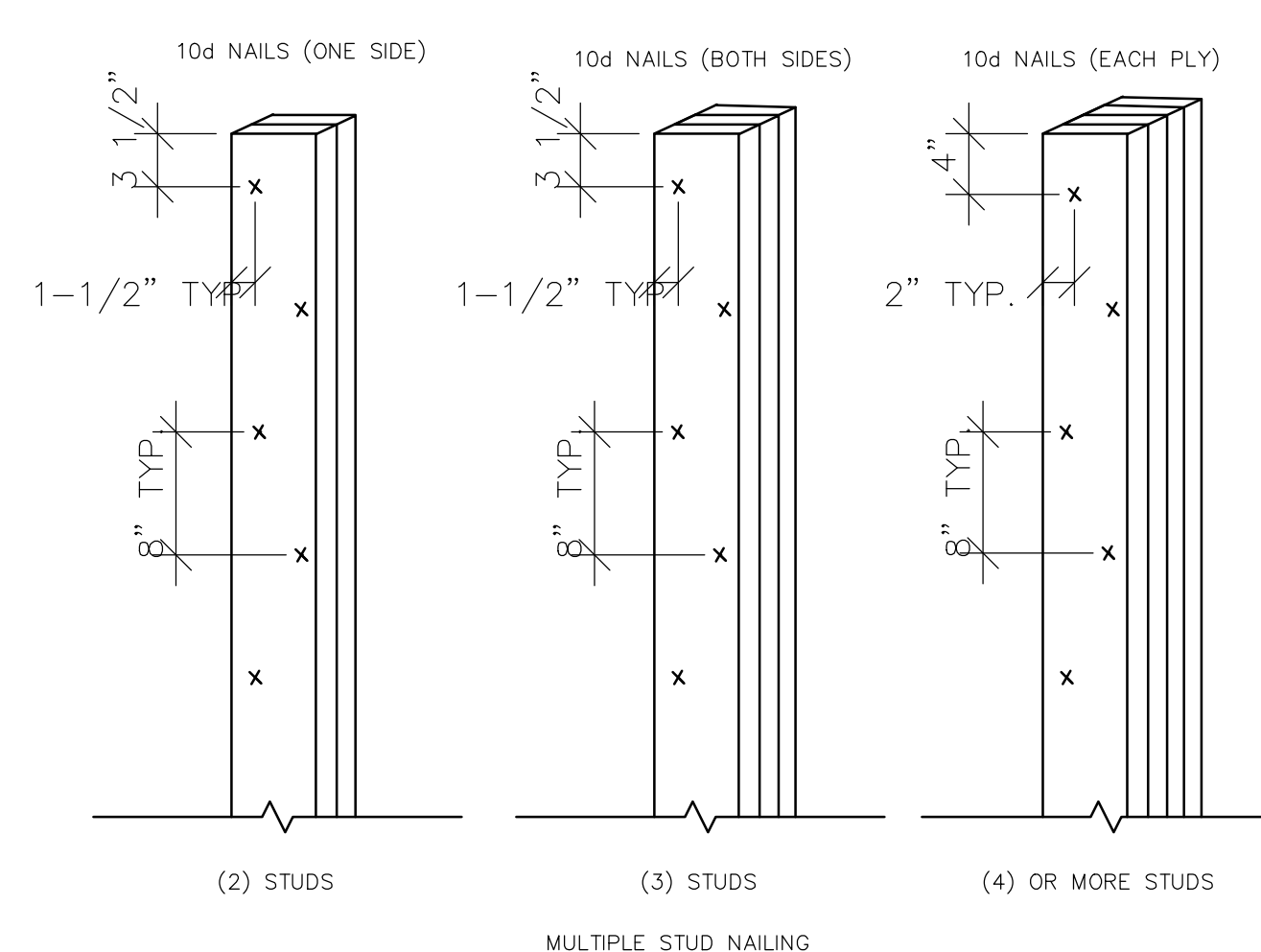
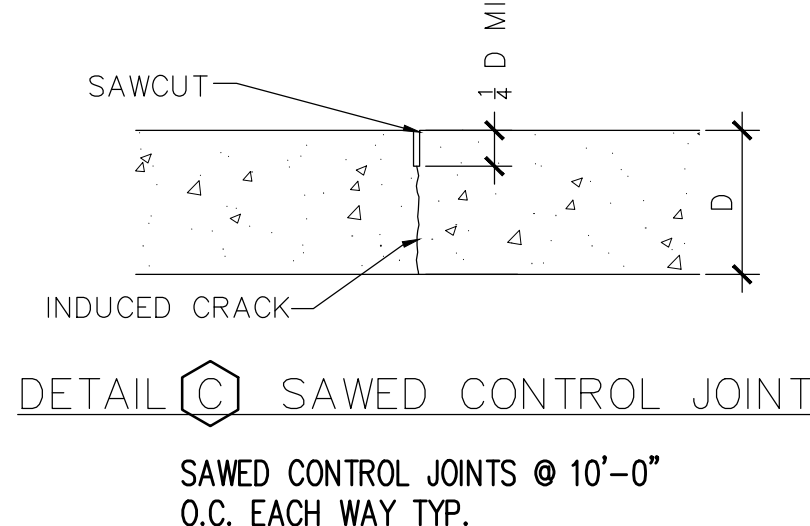
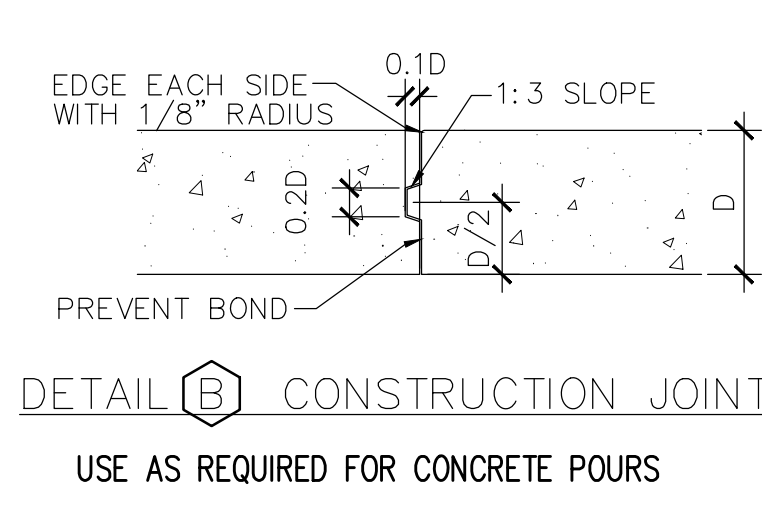
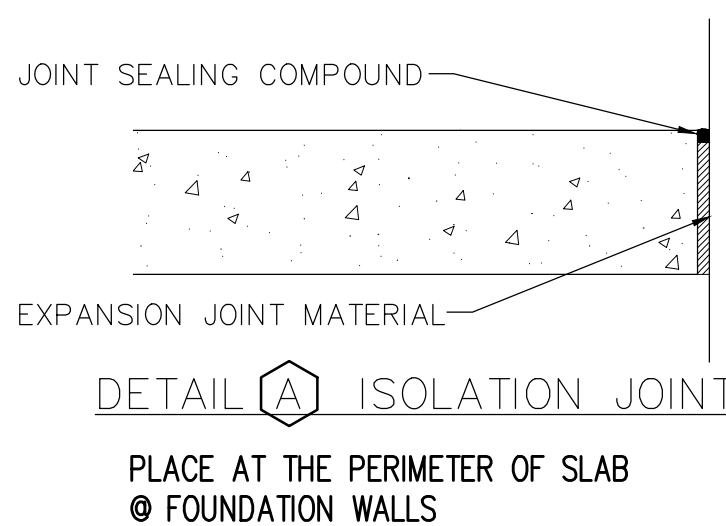
HEADER SCHEDULE							
MARK	TYPE	SIZE*	MAX. SPAN	LOCATION	# TRIMMERS *	# KING POSTS *	
H1	SAWN	(2) 2X10	4'-3"	EXTERIOR WALL	1	1	
H2	VERSA-LAM	(3) 1 3/4" X 9 1/2"	6'-6"	EXTERIOR WALL	2	1	
H3	VERSA-LAM	5 1/4" X 9 1/2"	16'-6"	GARAGE DOOR	2	2	
H4	VERSA-LAM	5 1/4" X 20"	16'-6"	GARAGE DOOR	3	3	

\* SEE DETAILS FOR NAILING OF MULTIPLE MEMBERS

SIMPSON HOLD DOWN TIES		
SYM ID	QTY	TYPE
$\diamond$	8	STHD14 OR HDU5E
$\diamond$	21	STHD14RJ OR HDU5E
$\diamond$	12	ABU66Z

OVERBUILD FRAMING SCHEDULE			
MEMBER	SPACING	MAX. SPAN	
2X4	24"	5'-2"	
2X6	24"	7'-8"	
2X8	24"	9'-9"	
2X10	24"	11'-11"	

DIMENSIONAL LUMBER: D.F. LARCH #2 OR BETTER



**VERSA-LAM® Multiple Member Connectors**

**Side-Loaded Applications**

Number of Members	Maximum Uniform Side Load (plf)											
	Nailed			1/2" Dia. Through Bolt(1)			5/8" Dia. Through Bolt(1)			13/4" VERSA-LAM® (Depth of 18" and less)		
2	470	705	505	1010	2020	560	1120	2245	1715	1125	2250	N/A
3	350	525	375	755	1515	420	840	1685	1345	870	1745	1495
4	use bolt schedule 335											
5	use bolt schedule 355											
6	use bolt schedule 385											

1. Design values apply to common bolts that conform to ANSIS/AISC standard B18.21-1981 (ASTM A307 Grades A307, SAE J429 Grades 1 or 2, or higher). A washer not less than a standard cut washer shall be between the wood and the bolt head and between the wood and the nut. The distance from the edge of the beam to the bolt holes must be at least 2" for 1/2" bolts and 2 1/2" for 5/8" bolts. Bolt holes shall be the same diameter as the bolt.

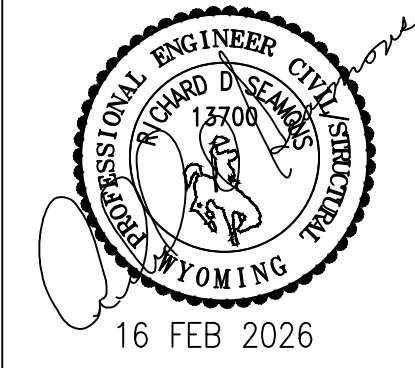
2. The nail schedules shown apply to both sides of a three member beam.

3. 7" wide beams must be top-loaded or loaded from both sides.

SEAMONS ENGINEERING, LLC  
847 N TREMONT  
TREMONT, UTAH 84337  
435-257-7199

SHEET TITLE: STRUCTURAL NOTES & SCHEDULES  
PROJECT: SCOTT & LORI CUMMINS HOME  
247 ASTER LOOP  
LOCATION: ALPINE, WYOMING 83128

DATE	REVISIONS	
	BY	RS
16FEB26	CHANGE	ORIGINAL RELEASE

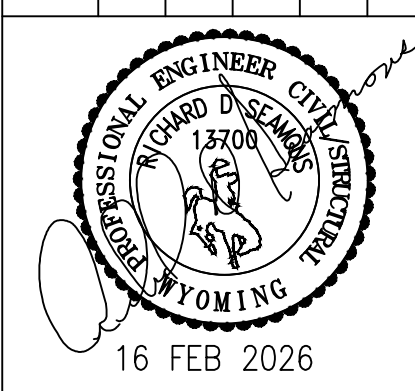


SHEET  
S-1.1

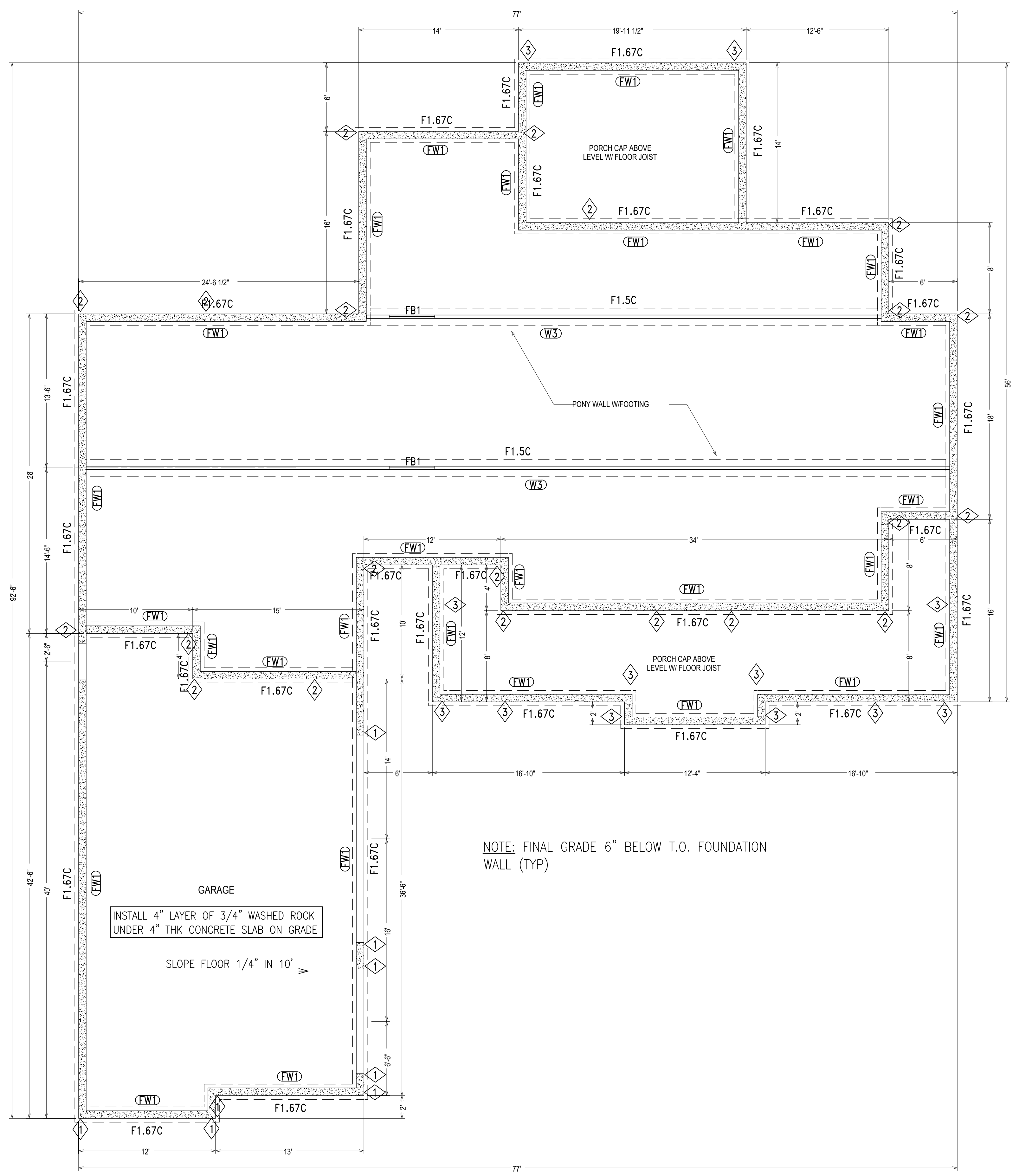
SEAMONS ENGINEERING, LLC  
 847 N TREMONT  
 TREMONT, UTAH 84337  
 435-257-7199

SHEET TITLE: FOUNDATION PLAN & SCHEDULES  
 PROJECT: SCOTT & LORI CUMMINS HOME  
 247 ASTER LOOP  
 ALPINE, WYOMING 83128

REVISIONS		BY	RS
DATE	CHANGE		
16FEB26	ORIGINAL RELEASE		



SHEET  
 S-1.2



MARK	WIDTH	LENGTH	DEPTH	LENGTHWISE REINFORCING			CROSSWISE REINFORCING			COMMENTS
				NO.	SIZE	SPACING	NO.	SIZE	SPACING	
F1.5C	1'-6"	CONT	10"	2	#4	-	-	-	-	INTERIOR THICKENED SLAB
F1.84C	1'-10"	CONT	10"	2	#4	-	-	-	-	EXTERIOR PERIMETER

SOIL BEARING PRESSURE=1500 PSF PER IBC 2021  
 FROST DEPTH=3'-0" MIN. FINISHED GRADE TO BOTTOM OF FOOTING  
 FOOTINGS: f'c=3000 PSI ALL OTHER CONCRETE: f'c=4000 PSI  
 3" MIN. CONCRETE CLEAR COVER AROUND REBAR  
 REBAR STEEL: Fy=60,000 PSI

WALL ID	WIDTH	HEIGHT	VERTICAL BAR	HORIZONTAL BAR	BAR TOP 2"	J-BOLT SIZE
FW1	8"	48"	#4 @ 18" OC	#4 @ 16" OC	(1)	5/8" W/ 8" EMBED @ 32" OC

SYM ID	QTY	TYPE
①	8	STHD14 OR HDUSE
②	21	STHD14RJ OR HDUSE
③	12	ABU66Z

NOTE:  
 SEE SHT S-1.1 FOR ANCHOR BOLT & SILL PLATE  
 REQUIREMENTS, FOOTING SCHEDULE, CONCRETE  
 FOUNDATION WALL, SLAB ON GRADE & WALL  
 FRAMING REQUIREMENTS.

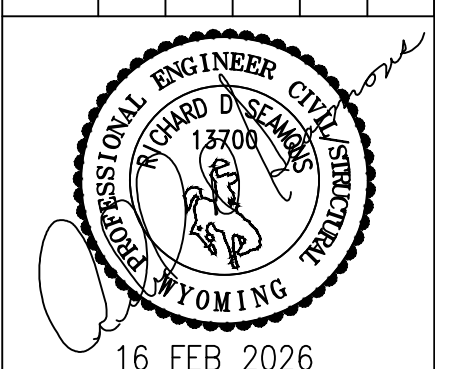
① ② SIMPSON HOLD DOWN SEE SHT S-1.1 FOR SCHEDULE & REQ'TS

FOUNDATION PLAN VIEW  
 SCALE: 3/16" = 1'-0"

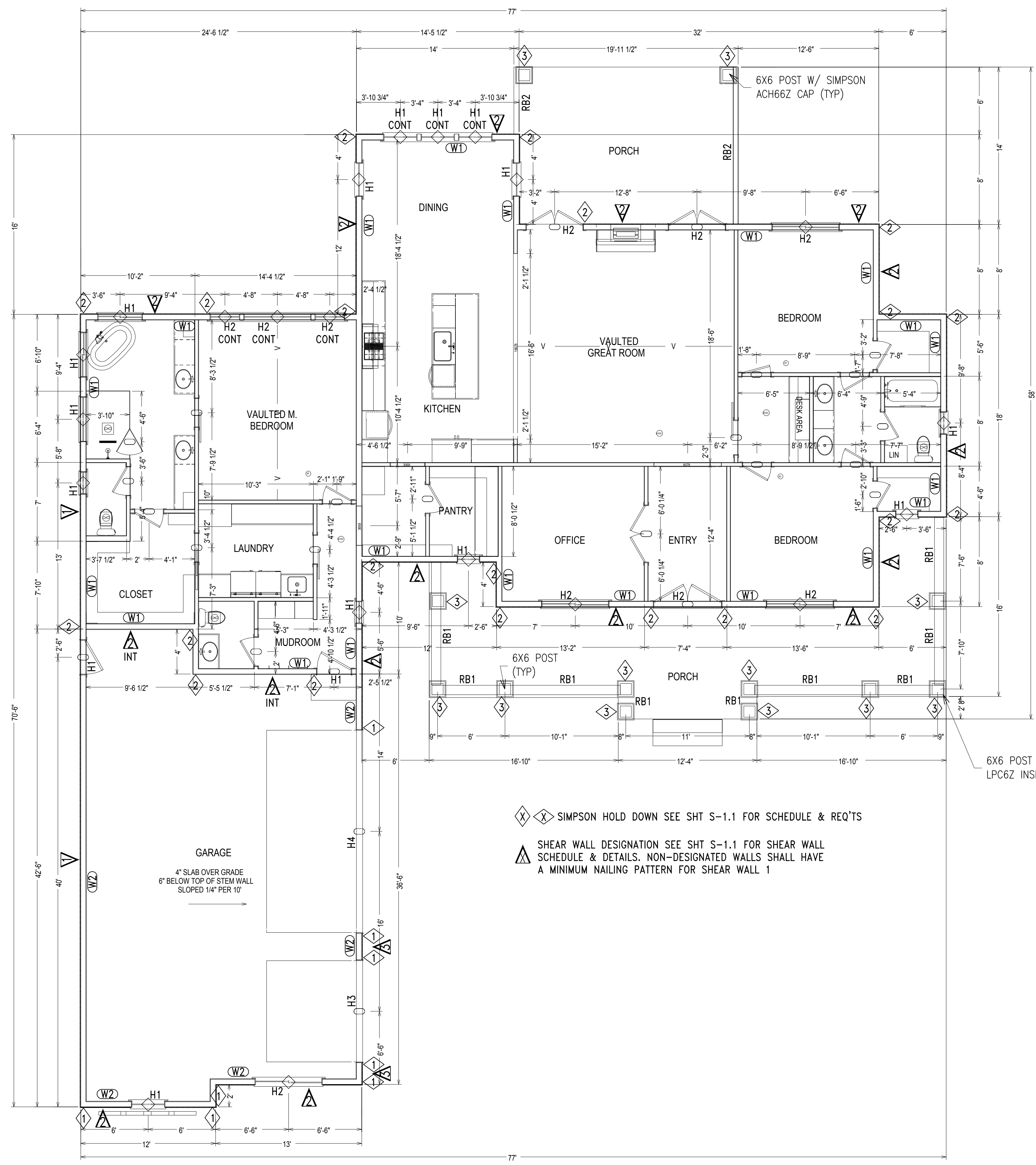
SEAMONS ENGINEERING, LLC  
847 N TREMONT  
TREMONT, UTAH 84337  
435-257-7199

SHEET TITLE: MAIN FLOOR NOTES & SCHEDULES  
PROJECT: SCOTT & LORI CUMMINS HOME  
247 ASTER LOOP  
ALPINE, WYOMING 83128

REVISIONS		BY	RS
CHANGE			
ORIGINAL RELEASE			
DATE	16FEB26		



SHEET  
S-2.1



⊗ ⊗ SIMPSON HOLD DOWN SEE SHT S-1.1 FOR SCHEDULE & REQ'TS  
 ▲ SHEAR WALL DESIGNATION SEE SHT S-1.1 FOR SHEAR WALL SCHEDULE & DETAILS. NON-DESIGNATED WALLS SHALL HAVE A MINIMUM NAILING PATTERN FOR SHEAR WALL 1

6X6 POST W/ ACHU66Z OUTSIDE FACE & LPC6Z INSIDE FACE CAP (TYP 12 PLCS)

MAIN FLOOR PLAN VIEW  
SCALE: 3/16" = 1'-0"

SW #	SHEATHING	SIZE	NAILING EDGE	FIELD	WIDTH OF BACKING	HOLD DOWN OR STRAP	BLOCKED	PLATE ATTACHMENT
▲	7/16" OSB	8d	6"	12"	2"	STHD14*	YES	5/8" X 8" EMBEDMENT "J" BOLTS @ 32" OC (MIN. 2 PER PLATE)
▲	7/16" OSB	8d	4"	12"	2"	STHD14*	YES	5/8" X 8" EMBEDMENT "J" BOLTS @ 32" OC (MIN. 2 PER PLATE)
▲	7/16" OSB	8d	3"	12"	2"	STHD14*	YES	5/8" X 8" EMBEDMENT "J" BOLTS @ 24" OC (MIN. 2 PER PLATE)

\* SIMPSON STRONG TIE PRODUCTS

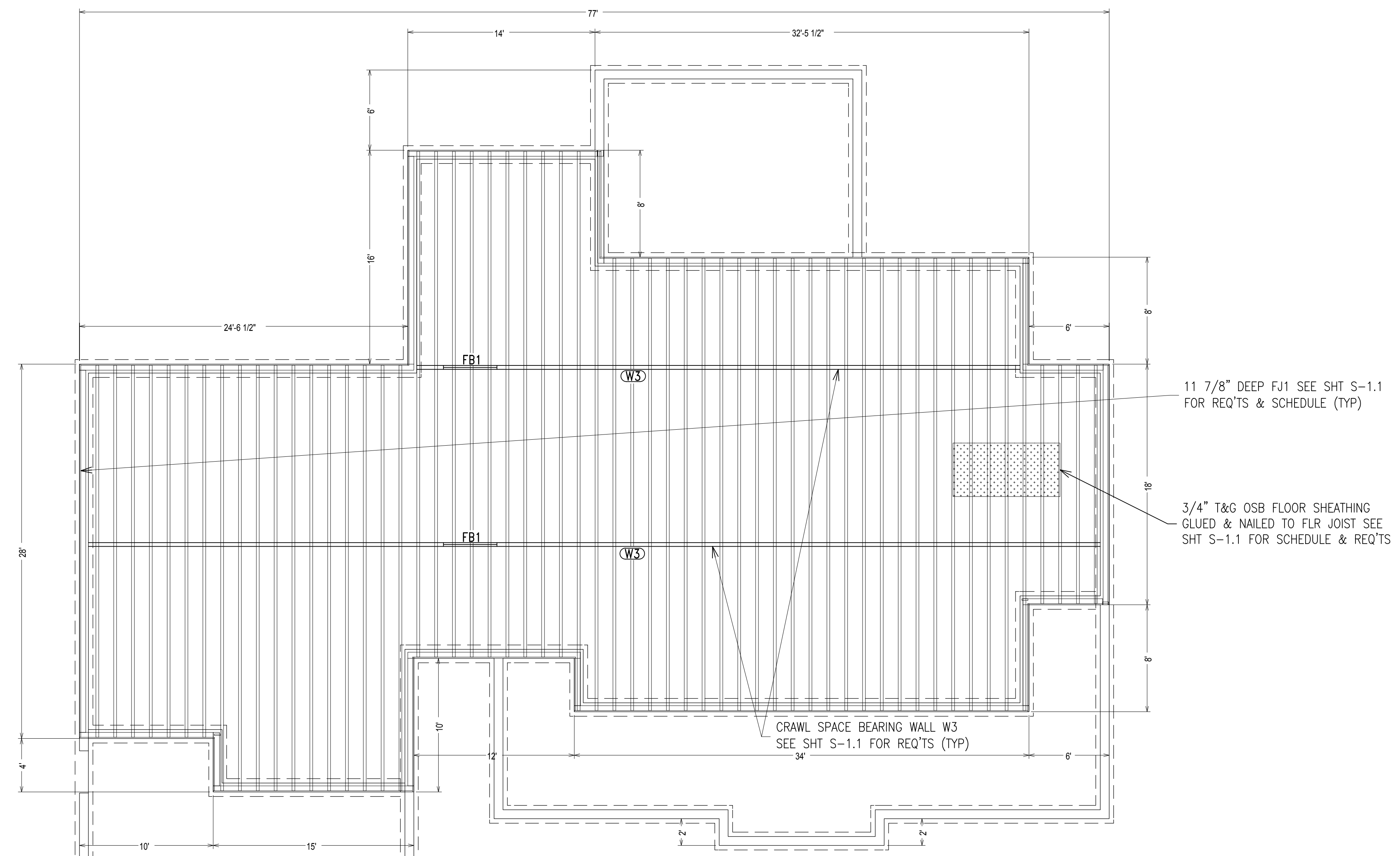
MARK	TYPE	SIZE/SPACING*	COMMENTS
FJ1	BCI	11 7/8" BCI 6000-1.8 @ 16" OC	FULL LENGTH SPAN
FB1	SAWN	(2) 2X8	CRAWL SPACE 4FT SPAN
RB1	VERSA-LAM	(3) 1 3/4" X 9 1/2" V.L.	FRONT PORCH 11FT SPAN
RB2	VERSA-LAM	(3) 1 3/4" X 14" V.L.	BACK PORCH 14FT SPAN

\* SEE DETAILS FOR NAILING OF MULTIPLE MEMBERS

MARK	TYPE	SIZE*	MAX. SPAN	LOCATION	# TRIMMERS *	# KING POSTS *
H1	SAWN	(2) 2X10	4'-3"	EXTERIOR WALL	1	1
H2	VERSA-LAM	(3) 1 3/4" X 9 1/2"	6'-6"	EXTERIOR WALL	2	1
H3	VERSA-LAM	5 1/4" X 9 1/2"	16'-6"	GARAGE DOOR	2	2
H4	VERSA-LAM	5 1/4" X 20"	16'-6"	GARAGE DOOR	3	3

\* SEE DETAILS FOR NAILING OF MULTIPLE MEMBERS

NOTE:  
SEE SHT S-1.1 FOR ANCHOR BOLT & SILL PLATE REQUIREMENTS, FOOTING SCHEDULE, CONCRETE FOUNDATION WALL, SLAB ON GRADE & WALL FRAMING REQUIREMENTS.



FLOOR FRAMING PLAN VIEW  
SCALE: 3/16" = 1'-0"

FLOOR DIAPHRAGM									
MARK	SHEATHING	NAILING		WIDTH OF BACKING	HOLD DOWN OR STRAP	BLOCKED	COMMENTS		
		SIZE	EDGE					FIELD	2"
FLOOR	3/4" T&G OSB	10d	6"	12"	2"	NO	GLUE TO FRAMING MEMBER BEFORE NAILING		

ROOF/FLOOR FRAMING MEMBERS			
MARK	TYPE	SIZE/SPACING*	COMMENTS
FJ1	BCI	11 7/8" BCI 6000-1.8 @ 16" OC	FULL LENGTH SPAN
FB1	SAWN	(2) 2X8	CRAWL SPACE 4FT SPAN
RB1	VERSA-LAM	(3) 1 3/4" X 9 1/2" V.L.	FRONT PORCH 11FT SPAN
RB2	VERSA-LAM	(3) 1 3/4" X 14" V.L.	BACK PORCH 14FT SPAN

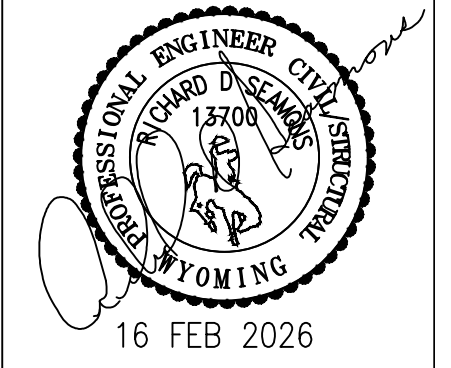
\* SEE DETAILS FOR NAILING OF MULTIPLE MEMBERS

**NOTE:**  
SEE SHT S-1.1 FOR ANCHOR BOLT & SILL PLATE REQUIREMENTS, FOOTING SCHEDULE, CONCRETE FOUNDATION WALL, SLAB ON GRADE & WALL FRAMING REQUIREMENTS.

SEAMONS ENGINEERING, LLC  
847 N TREMONT  
TREMONT, UTAH 84337  
435-257-7199

SHEET TITLE: FLOOR FRAMING PLAN & SCHEDULES  
PROJECT: SCOTT & LORI CUMMINS HOME  
247 ASTER LOOP  
ALPINE, WYOMING 83128

REVISIONS	DATE	CHANGE	BY
	16FEB26		



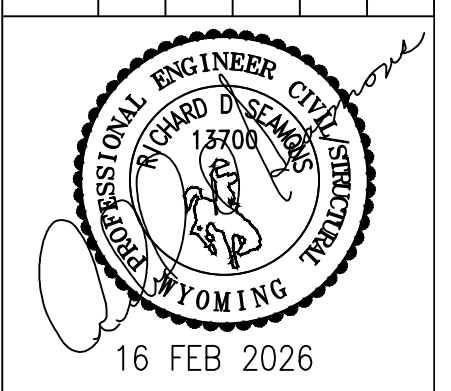
SHEET  
S-2.2

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847 N TREMONT  
TREMONT, UTAH 84337  
435-257-7199

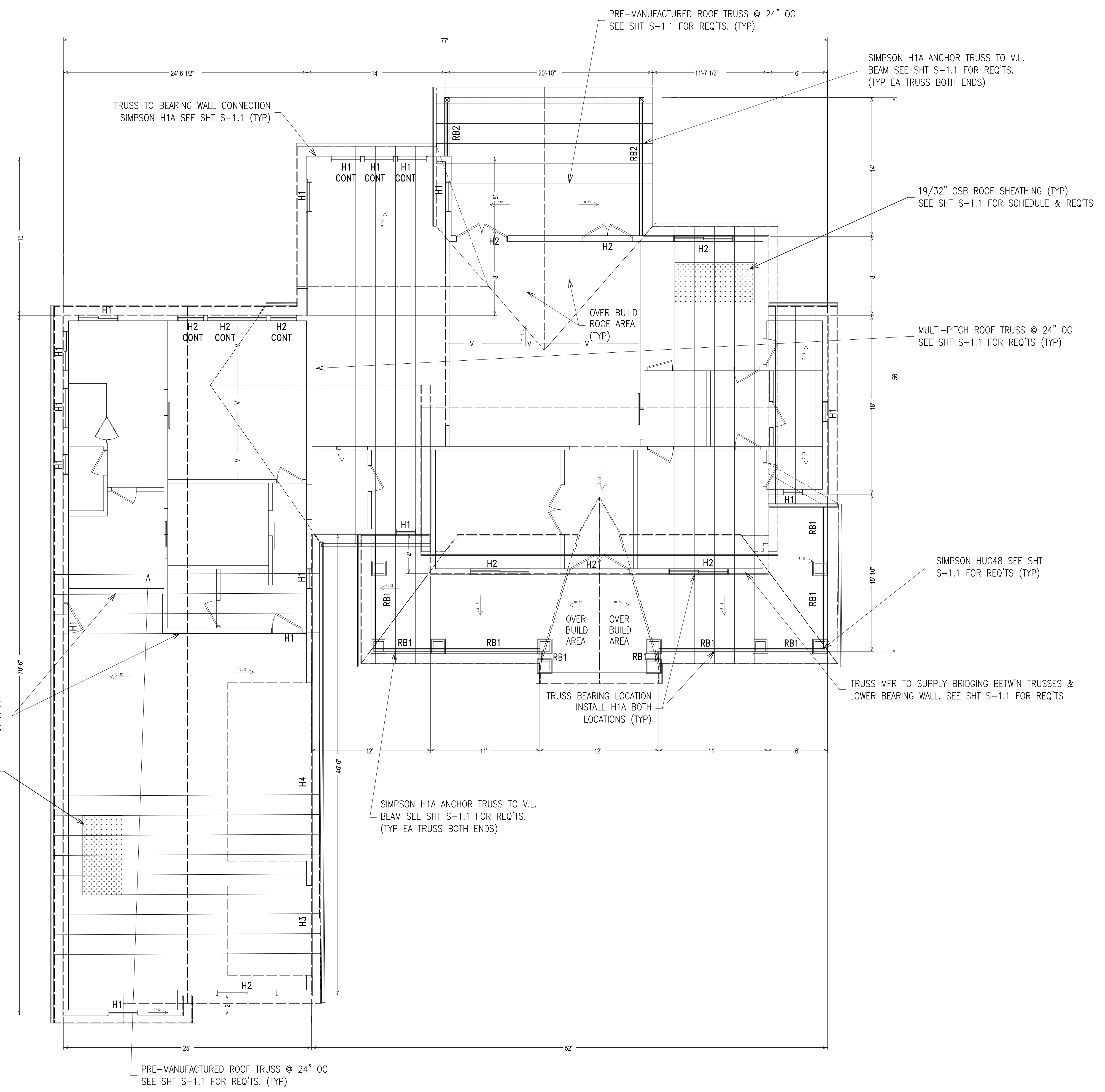
SHEET TITLE: ROOF FRAMING PLAN & SCHEDULES  
PROJECT: SCOTT & LORI CUMMINS HOME  
247 ASTER LOOP  
ALPINE, WYOMING 83128

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S-3.1



ROOF DIAPHRAGM

MARK	SHEATHING	SIZE	EDGE	FIELD	WIDTH OF BACKING	HOLD DOWN OR STRAP	BLOCKED	COMMENTS
ROOF	19/32" OSB*	10d	6"	12"	2"		NO	

\* USE PANEL EDGE CLIPS CENTERED BETWEEN SUPPORTS

ROOF/FLOOR FRAMING MEMBERS

MARK	TYPE	SIZE/SPACING*	COMMENTS
FJ1	BCI	11 7/8" BCI 6000-1.8 @ 16" OC	FULL LENGTH SPAN
FB1	SAWN	(2) 2X8	CRAWL SPACE 4FT SPAN
RB1	VERSA-LAM	(3) 1 3/4" X 9 1/2" V.L.	FRONT PORCH 11FT SPAN
RB2	VERSA-LAM	(3) 1 3/4" X 14" V.L.	BACK PORCH 14FT SPAN

\* SEE DETAILS FOR NAILING OF MULTIPLE MEMBERS

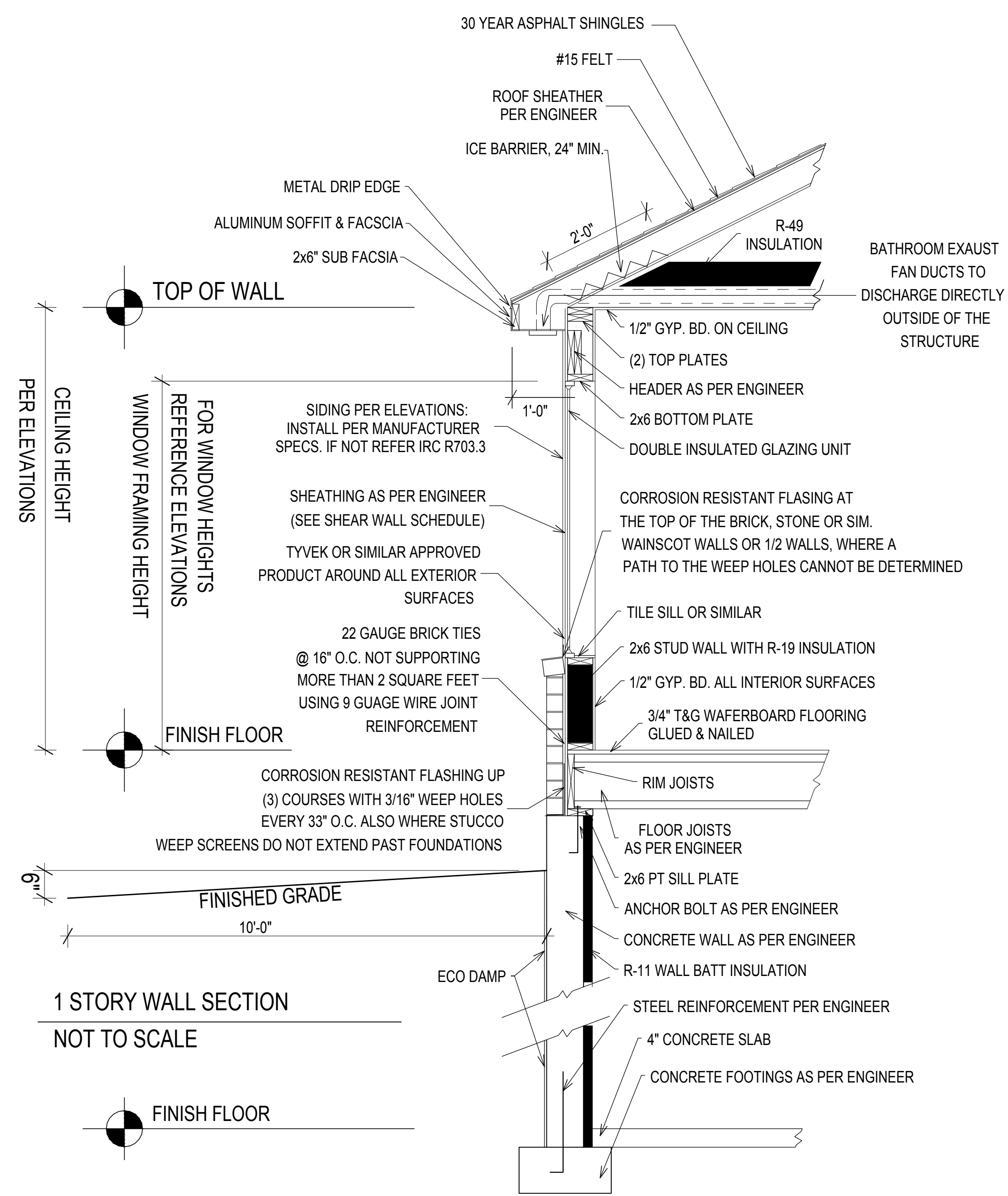
HEADER SCHEDULE

MARK	TYPE	SIZE*	MAX. SPAN	LOCATION	# TRIMMERS *	# KING POSTS *
H1	SAWN	(2) 2X10	4'-3"	EXTERIOR WALL	1	1
H2	VERSA-LAM	(3) 1 3/4" X 9 1/2"	6'-6"	EXTERIOR WALL	2	1
H3	VERSA-LAM	5 1/4" X 9 1/2"	16'-6"	GARAGE DOOR	2	2
H4	VERSA-LAM	5 1/4" X 20"	16'-6"	GARAGE DOOR	3	3

\* SEE DETAILS FOR NAILING OF MULTIPLE MEMBERS

NOTE:  
SEE SHT S-1.1 FOR WALL & ROOF FRAMING REQUIREMENTS.

ROOF FRAMING PLAN VIEW  
SCALE: 3/16" = 1'-0"



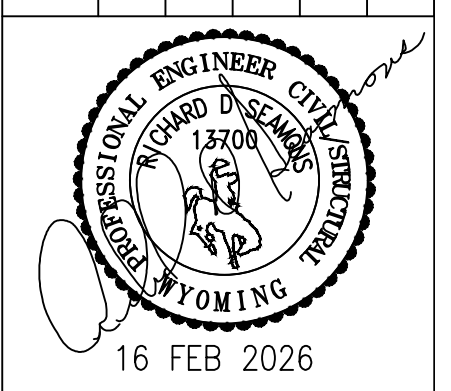
1 STORY WALL SECTION  
NOT TO SCALE

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847 N TREMONT  
TREMONT, UTAH 84337  
435-257-7199

SHEET TITLE: X-SECTION  
PROJECT: SCOTT & LORI CUMMINS HOME  
247 ASTER LOOP  
ALPINE, WYOMING 83128

REVISIONS

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SHEET  
S-4.1



Lake View Estates  
Incorporated Tract (A)  
Plat No. 158  
Lot 220

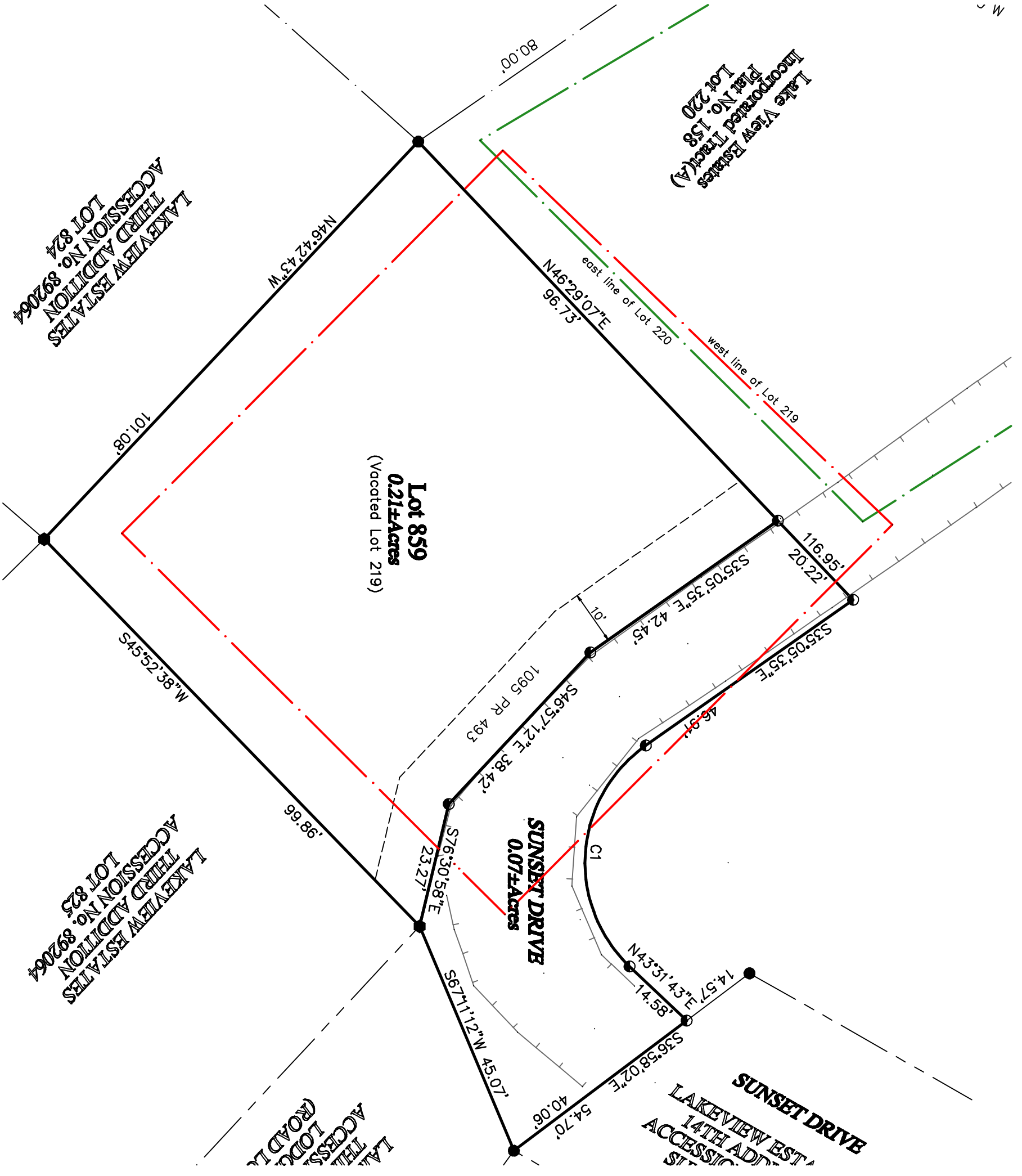
LAKEVIEW ESTATES  
THIRD ADDITION  
LOT 824  
ACCESSION No. 892064

Lot 859  
0.21 Acres  
(Vacated Lot 219)

LAKEVIEW ESTATES  
THIRD ADDITION  
LOT 825  
ACCESSION No. 892064

LAKEVIEW ESTATES  
THIRD ADDITION  
LOT 826  
ACCESSION No. 892064

SUNSET DRIVE  
LAKEVIEW ESTATES  
14TH ADDITION  
ACCESSION No. 892064





**STAFF REPORT**

**TO:** Mayor, Town Council, and Planning and Zoning Commission Members  
**FROM:** Gina Corson, Planning & Zoning Administrator  
**DATE:** 04/08/2026  
**SUBJECT:** Simple Subdivision / Lot Line Adjustment  
Lakeview Estates 26th Addition  
**MEETING DATE:** 04/14/2026

**PURPOSE**

The purpose of this staff report is to present a request for a **Simple Subdivision (Lot Line Adjustment)** within the Lakeview Estates 26th Addition and to provide a recommendation to the Planning & Zoning Commission regarding approval of the application.

**BACKGROUND**

The applicant has submitted a request for a lot line adjustment in accordance with Section 2-207.1 of the Town of Alpine Land Use and Development Code (LUDC). The application has been reviewed for completeness and compliance with applicable procedural and development standards.

A pre-application conference was held with the applicant to review project scope, requirements, and applicable procedures. The applicant subsequently submitted all required materials, including the application form, legal descriptions, deed documentation, and preliminary plat.

Pursuant to Resolution No. 628 (February 17, 2026), applicable application fees for this project were waived.

**REVIEW AND ANALYSIS**

**A. Completeness**

The application has been reviewed and deemed complete as of **March 19, 2026**. All required submittal materials have been provided, including:

- Completed application form
- Legal description of the property



- Deed and applicable easements
- Preliminary plat prepared by a licensed professional

### **B. Preliminary Plat**

The submitted preliminary plat meets the minimum requirements outlined in the LUDC, including:

- Identification of subdivision name, acreage, and lot configuration
- Applicant, owner, and licensed surveyor information
- Boundary lines tied to legal survey monuments
- Scale, north arrow, and revision dates
- Identification of existing features within and adjacent to the site, including:
  - Streets, easements, and irrigation features

### **C. Compliance with LUDC**

Staff has reviewed the application for compliance with:

- **Part 2 – Procedural Requirements**
- **Part 3 – Subdivision Development Standards**

The proposed lot line adjustment is consistent with applicable standards and does not require a change in zoning.

### **D. Public Notification**

Public notice was provided in accordance with LUDC requirements. Written notice was sent to all property owners within **500 feet** of the subject property.

### **E. General Findings**

- The application is consistent with the requirements of Section 2-207.1



- The proposed lot line adjustment is minor in nature and does not create additional lots or intensify use
- The adjustment will improve property boundaries and is consistent with orderly development patterns within the subdivision
- No adverse impacts to surrounding properties or public infrastructure have been identified

**RECOMMENDATION**

Based on the findings outlined above, the staff recommends the Planning & Zoning Commission:

**Approve the Simple Subdivision (Lot Line Adjustment) for Lakeview Estates 26th Addition, as submitted.**

**SUGGESTED MOTION**

“I move to approve the Simple Subdivision (Lot Line Adjustment) for the Lakeview Estates 26th Addition, as presented, based on the findings that the application complies with the applicable provisions of the Town of Alpine Land Use and Development Code.”

**ATTACHMENTS**

- Simple Subdivision Application Checklist
- Preliminary Plat
- Application Materials

Gina Corson

Planning and Zoning Administrator

Town of Alpine WY

## Open Project Tracker

Permit #	Name	Address	Permit Discription	Sent to BO	BO Status	Sent to PW	PW Status	Sent to DRC	DRC Status	Sent to P&Z	P&Z Status	Permit Issued	Notes	Column1
R2-01-25	JEPPSEN, TRAIL DR.	192 TRAIL DR. LOT #732	8-PLEX								APPROVED	4/8/2025		
R-202-25	JEPPSEN, TRAIL DR.	196 TRAIL DR. LOT #734	8-PLEX								APPROVED	4/8/2025		
MC-01-25	COUNTY HOSP. (SVMC/ SV HEALTH)	37 WINTERGREEN DR LOT #189 APLINE MEADOWS	ELECTRICAL UPGRADE								APPROVED	4/8/2025		
C-0325-0001	DEADHORSE	856 ELKHORN DR.	COMMERCIAL BUILDING-BUILDING A (WEST)								APPROVED	5/12/2025		
C-0325-0002	DEADHORSE	856 ELKHORN DR.	COMMERCIAL BUILDING-BUILDING B (EAST)								APPROVED	5/12/2025		
MC-0425-0003	FRITZ, JUSTIN	520 THREE RIVERS DR	ADD SHED ROOF TO GARAGE								APPROVED	5/13/2025	COULD BE DONE	
R1-01-2024 & EA1-0525-0001	SCHARFENBERG, DAVID	76 PRIMROSE CT LOT #143 ALPINE MEADOWS	SFR								APPROVED	5/19/2025		
MC-0525-001	BURKE, EMILY	704 SUNSET DR.	PORCH REMODLE								APPROVED	6/3/2025		
R2-02-24 & EA1-0625-0003	ALPINE FLATS	303 US HWY 89-EAST TRACT	MULTI-FAMILY APARTMENTS BUILDING #3								APPROVED	6/12/2025	ON FIRST EXTENSION	
R2-03-24 & EA1-0625-0004	ALPINE FLATS	303 US HWY 89-EAST TRACT	MULTI-FAMILY APARTMENTS BUILDING #4								APPROVED	6/12/2025	ON FIRST EXTENSION	
C-0525-0002	ALPINE ON!	118400 US 26/89 LOT #37 GRV	COMMERCIAL	5/5/2025	EXCAVATION ONLY	5/5/2025	OK 06/12/2025	5/27/2025	APPROVED	5/13/2025	APPROVED	6/16/2025		
R1-0525-0001	LYTLE, CURTIS	341 SNAKE RIVER RD. LOT #40 RVM	SFR	5/7/2025	APPROVED-6/17/2025	N/A	OK	N/A	N/A	5/13/2025	APPROVED	6/17/2025		
MC-0725-0001	MULLER, MICHAEL	437 MEADOWS DR. LOT 66 THREE RIVERS MEADOWS	PORCH EXT. AND ADD ROOF								APPROVED	6/18/2025		
C-0525-0003	SERVICES ELEVATED	119 SAGEBRUSH LN LOT #3 ELK MEADOWS	COMMERCIAL	5/27/2025				5/27/2025	APPROVED	6/10/2025	APPROVED	6/20/2025		
R1-07-2024 & EA1-0725-0002	HEGGENSTALLER, JASON	LOT #3 GREYS RIVER VILLIAGE #2	SFR								APPROVED	6/25/2025	ON FIRST EXTENSION ?	
C0725-0001	TOWN OF ALPINE-WWPTP	BUFFALO WAY LOT #9 ALPINE WEST ADDITION	WWPTP								APPROVED	7/1/2025		
REM-0625-0001	BENNETT, BRETT	368 WOODEN SPUR LOT #27 GRV	REMODLE	6/10/2025	N/A	N/A	N/A	N/A	N/A	7/8/2025	APPROVED	7/8/2025		
R1-0425-0001	EPLIN, CHERI	672 SUNSET DR LOT #220 LEA	SFR	4/24/2025		04/24/2025	OK	N/A	N/A	5/13/2025	APPROVED	7/8/2025		
R1-06-024 & EA1-0725-0001	DIAMOND, JOHN	184 TRAIL DR LOT #711 LAKEVIEW ESTATES	SFR								APPROVED	7/10/2025	ON FIRST EXTENSION	
G-0725-0001	PANTONE-SODERLING	504 THREE RIVERS DR LOT #40 FOREST MEADOWS	NEW GARAGE/SHOP								APPROVED	8/13/2025		
R2-0001-25	JEPPSEN, TRAIL DR.	194 TRAIL DR. LOT #733	8-PLEX								APPROVED	9/16/2025		
EA-0925-0001	SMILEY, JOHN	424 MEADOWS DR. LOT #17	ADD ROCK IN ROW AND PARKING PAD IN ROW								APPROVED	9/23/2025	COULD BE DONE	
R1-0925-0001	HLADKY/COX	57 ASTER LP LOT #9 ALPINE MEADOWS	SFR								APPROVED	9/30/2025		
C-1025-0001	ALPINE EDUCATION FOUNDATION	200 BUFFALO DR.	SCHOOL BUILDINGS								APPROVED	10/7/2025		
MC-1025-0001	ROBINSON, DAVID AND TETIANA	709 SUNSET DR LOT #1 GRAND LAKE	BURY PROPANE TANK								APPROVED	12/10/2025		
R2-05-24 & EA1-0126-0001	CREATIVE PROPERTIES	160 US HWY 89 LOT #12 PALISADES HEIGHTS	MULTI-FAMILY TOWNHOME								APPROVED	1/21/2026		
REM-1225-0001	GLACIER BANK (1ST BANK)	79 HWY 89 LOT #17 LAKEVIEW ESTATES	REMODLE								APPROVED	1/27/2026		
CB26-000003	RUTTENBERG, SALLY (LA TIENDA)	141 A HWY US 89	KITCHEN HOOD UPDATE AND REMODLE UPSTAIRS								APPROVED	3/19/2026		
RB26-000001	SEVERSON, MARK	557 FOREST CIRCLE DR LOT #8 FOREST MEADOWS	SFR								APPROVED	3/19/2026		
R26-000001	KIRKLEY, JIREL AND CORBETT	711 ASTER LOOP	RE-ROOF								APPROVED	3/26/2026		
RB26-000004	CORONA, GRACIELA	456 RIVERVIEW DR LOT #99 RIVERVIEW MEADOWS	SFR								APPROVED	3/31/2026		
MC-0825-0001	YANKEE DOODLES-TRUJILLIO	20 HWY 89	HOOD REMODLE											
RB26-000003	SHOTT, ILEANA AND JOE	24 ASTER LOOP LOT #74 ALPINE MEADOWS	SFR											
RB26-000005	SCHENCK, STEPHEN	441 COLUMBINE ST LOT #137 OF ALPINE MEADOWS	SFR											

RB26-000007	ESPERSON, WILLIAM	426 MEADOWS DR LOT #16 THREE RIVERS MEADOWS	REMODLE											
RB26-000009	KERLEY, STEVE	327 EAST MILL ROAD	GARAGE/ACCESSORY BUILDING											
RB26-0006	CUMMINGS, SCOTT	247 ASTER LOOP	SFR											

Permit #	Name	Address	Permit Discription	Sent to P&Z	P&Z Status
R2-01-25& BPE26-000001	JEPPSEN, TRAIL DR.	192 TRAIL DR. LOT #732	8-PLEX		APPROVED
R-202-25 & BPE26-000002	JEPPSEN, TRAIL DR.	196 TRAIL DR. LOT #734	8-PLEX		APPROVED
MC-01-25	COUNTY HOSP. (SVMC/ SV HEALTH)	37 WINTERGREEN DR LOT #189 APLINE MEADOWS	ELECTRICAL UPGRADE		APPROVED
C-0325-0001	DEADHORSE	856 ELKHORN DR.	COMMERCIAL BUILDING- BUILDING A (WEST)		APPROVED
C-0325-0002	DEADHORSE	856 ELKHORN DR.	COMMERCIAL BUILDING- BUILDING B (EAST)		APPROVED
MC-0425-0003	FRITZ, JUSTIN	520 THREE RIVERS DR	ADD SHED ROOF TO GARAGE		APPROVED
R1-01-2024 & EA1-0525-0001	SCHARFENBERG, DAVID	76 PRIMROSE CT LOT #143 ALPINE MEADOWS	SFR		APPROVED
MC-0525-001	BURKE, EMILY	704 SUNSET DR.	PORCH REMODLE		APPROVED
R2-02-24 & EA1- 0625-0003	ALPINE FLATS	303 US HWY 89-EAST TRACT	MULTI-FAMILY APARTMENTS BUILDING #3		APPROVED
R2-03-24 & EA1- 0625-0004	ALPINE FLATS	303 US HWY 89-EAST TRACT	MULTI-FAMILY APARTMENTS BUILDING #4		APPROVED
C-0525-0002	ALPINE ON!	118400 US 26/89 LOT #37 GRV	COMMERCIAL	5/13/2025	APPROVED
R1-0525-0001	LYTLE, CURTIS	341 SNAKE RIVER RD. LOT #40 RVM	SFR	5/13/2025	APPROVED
MC-0725-0001	MULLER, MICHAEL	437 MEADOWS DR. LOT 66 THREE RIVERS MEADOWS	PORCH EXT. AND ADD ROOF		APPROVED
C-0525-0003	SERVICES ELEVATED	119 SAGEBRUSH LN LOT #3 ELK MEADOWS	COMMERCIAL	6/10/2025	APPROVED
R1-07-2024 & EA1-0725-0002	HEGGENSTALLER, JASON	LOT #3 GREYS RIVER VILLIAGE #2	SFR		APPROVED

C0725-0001	TOWN OF ALPINE- WWPTP	BUFFALO WAY LOT #9 ALPINE WEST ADDITION	WWPTP		APPROVED
REM-0625-0001	BENNETT, BRETT	368 WOODEN SPUR LOT #27 GRV	REMODLE	7/8/2025	APPROVED
R1-0425-0001	EPLIN, CHERI	672 SUNSET DR LOT #220 LEA	SFR	5/13/2025	APPROVED
R1-06-024 & EA1-0725-0001	DIAMOND, JOHN	184 TRAIL DR LOT #711 LAKEVIEW ESTATES	SFR		APPROVED
G-0725-0001	PANTONE- SODERLING	504 THREE RIVERS DR LOT #40 FOREST MEADOWS	NEW GARAGE/SHOP		APPROVED
R2-0001-25	JEPPSEN, TRAIL DR.	194 TRAIL DR. LOT #733	8-PLEX		APPROVED
EA-0925-0001	SMILEY, JOHN	424 MEADOWS DR. LOT #17	ADD ROCK IN ROW AND PARKING PAD IN ROW		APPROVED
R1-0925-0001	HLADKY/COX	57 ASTER LP LOT #9 ALPINE MEADOWS	SFR		APPROVED
C-1025-0001	EDUCATION FOUNDATION	200 BUFFALO DR.	SCHOOL BUILDINGS		APPROVED
MC-1025-0001	ROBINSON, DAVID AND TETIANA	709 SUNSET DR LOT #1 GRAND LAKE	BURY PROPANE TANK		APPROVED
R2-05-24 & EA1- 0126-0001	CREATIVE PROPERTIES	160 US HWY 89 LOT #12 PALISADES HEIGHTS	MULTI-FAMILY TOWNHOME		APPROVED
REM-1225-0001	GLACIER BANK (1ST BANK)	79 HWY 89 LOT #17 LAKEVIEW ESTATES	REMODLE		APPROVED
CB26-000003	RUTTENBERG, SALLY (LA TIENDA)	141 A HWY US 89	KITCHEN HOOD UPDATE AND REMODLE UPSTAIRS		APPROVED
RB26-000001	SEVERSON, MARK	557 FOREST CIRCLE DR LOT #8 FOREST MEADOWS	SFR		APPROVED
R26-000001	KIRKLEY, JIREL AND CORBETT	711 ASTER LOOP	RE-ROOF		APPROVED
RB26-000004	CORONA, GRACIELA	456 RIVERVIEW DR LOT #99 RIVERVIEW MEADOWS	SFR		APPROVED

MC-0825-0001	YANKEE DOODLES- TRUJILLIO	20 HWY 89	HOOD REMODLE		Never completed application
RB26-000003	SHOTT, ILEANA AND JOE	24 ASTER LOOP LOT #74 ALPINE MEADOWS	SFR		APPROVED
RB26-000005	SCHENCK, STEPHEN	441 COLUMBINE ST LOT #137 OF ALPINE MEADOWS	SFR		APPROVED
RB26-000007	ESPERSON, WILLIAM	426 MEADOWS DR LOT #16 THREE RIVERS MEADOWS	REMODLE		
RB26-000009	KERLEY, STEVE	327 EAST MILL ROAD LOT #15 GREYS RIVER VALLEY	GARAGE/ACCESSORY BUILDING		
RB26-0006	CUMMINGS, SCOTT	247 ASTER LOOP	SFR		
CB26-000004	ACE HARDWARE	100 GREYS RIVER RD	MINOR CONST. GREENHOUSE AND INTERIOR WORK		

# Project Tracker

Permit Issued	Notes	Inspector	Column1
4/9/2026	Extension Issued 4/9/2026		
4/9/2026	Extension Issued 4/9/2026		
4/8/2025	Completed 04/08/2026		
5/12/2025			
5/12/2025			
5/13/2025	COULD BE DONE		
5/19/2025		Dan	
6/3/2025			
6/12/2025	ON FIRST EXTENSION		
6/12/2025	ON FIRST EXTENSION		
6/16/2025			
6/17/2025			
6/18/2025			
6/20/2025			
6/25/2025	ON FIRST EXTENSION	Dan	

7/1/2025			
7/8/2025			
7/8/2025			
7/10/2025	ON FIRST EXTENSION	Dan	
8/13/2025			
9/16/2025			
9/23/2025	COULD BE DONE		
9/30/2025			
10/7/2025			
12/10/2025			
1/21/2026			
1/27/2026			
3/19/2026			
3/19/2026			
3/26/2026			
3/31/2026			

	Never completed application		
4/7/2026			
4/6/2026			
			waiting on PZ Approval on April 14
			waiting on PZ Approval on April 14





## PLANNING & ZONING MEETING MINUTES

March 10, 2026, at 7:00 PM

Meeting Type – Regular Meeting

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### CALL TO ORDER:

Chairman Wilson called the meeting to order at 7.00 PM

### ROLL CALL & ESTABLISH QUORUM:

Administrator Corson took roll call. Members Schou, Member Stewart, and Chairman Wilson are all present. A quorum was established.

### TONIGHT'S APPOINTMENTS/ NEW BUSINESS:

**a) RB26-000001 – Mark Severson (557 Forest Circle Dr.)**

Mark Severson presented a site plan for construction of a single-family residence for personal occupancy.

Commission discussion included review of the site plan layout, with specific attention to driveway dimensions and placement. Staff noted a need to verify certain dimensions, which were confirmed to be included on the submitted plans.

The Commission determined the application met applicable zoning and site plan requirements.

**Member Stewart made a motion to approve RB26-000001. Member Schou seconded the motion. Voting Yea: Member Schou, Member Stewart & Chairman Wilson. Motion carried unanimously.**

The Commission confirmed the application met applicable requirements.

**b) RB26-000003 – Joe & Ileana Shott (24 Aster Loop)**

The applicant’s representative presented a site plan for a new single-family residence located within Alpine Meadows.

Discussion included confirmation that HOA approval had been obtained and that the Building Official would complete review of the building permit application. The Commission clarified that their review was limited to the site plan.

No concerns were raised regarding compliance with zoning or site requirements.

**Member Schou made a motion to approve RB26-000003. Member Stewart seconded the motion. Voting Yea: Member Schou, Member Stewart & Chairman Wilson. Motion carried unanimously.**

**c) RB26-000004 – Graciela Lopez Corona (456 Riverview Dr.)**

The applicant presented a site plan for a new single-family residence.

Commission discussion focused on the accuracy of the site plan, specifically whether the structure was shown within the required 15-foot setbacks. The submitted plans did not clearly demonstrate compliance, and Commissioners noted the plans appeared to be based on structural drawings rather than a surveyed site plan.

The Commission advised the applicant to work with an engineer or surveyor to provide a revised, accurate site plan confirming compliance with setback requirements.

Due to the short building season, the Commission discussed the possibility of scheduling a special meeting upon resubmittal to avoid delays.

**Member Stewart made a motion to approve RB26-000004. Member Schou seconded the motion. Voting Yea: Member Schou, Member Stewart & Chairman Wilson. Motion carried unanimously.**

**d) RB26-000005 – Stephen Schenk (441 Columbine St.)**

Stephen Schenk presented a site plan for a single-family residence.

Discussion included confirmation that HOA approval was in process. The Commission noted that documentation of HOA approval is required prior to issuance of a building permit.

The site plan was otherwise found to be compliant with applicable requirements.

**Member Stewart made a motion to approve RB26-000005. Member Schou seconded the motion. Voting Yea: Member Schou, Member Stewart & Chairman Wilson. Motion carried unanimously.**

**e) CB26-000003 – Commercial Remodel (Tienda La Mexican, 141 US Hwy 89)**

The applicant presented a proposed commercial remodel, including a change of use on the second floor from residential to assembly space intended for restaurant use.

Commission discussion included:

- Parking capacity and compliance with Town requirements
- The proposed occupancy and seating capacity associated with the new use
- Structural and safety considerations for the existing building
- Ongoing coordination with the State Fire Marshal and Building Official
- Clarification that the Commission’s review was limited to site plan considerations

The applicant indicated that engineering and building system reviews had been completed and submitted for review.

The Commission found the site plan to be acceptable.

**Member Schou made a motion to approve CB26-000003. Member Stewart seconded the motion. Voting Yea: Member Schou, Member Stewart & Chairman Wilson. Motion carried unanimously.**

**DISCUSSION ITEMS:**

**a) Master Plan Update:**

*Item postponed due to absence of presenter (Cushing Terrell).*

**b) Turley Annexation & PUD Discussion:**

Steve Turley presented an overview of a proposed annexation and Planned Unit Development (PUD).

Mr. Turley described the general location and size of the property, noting it consists of approximately 40+ acres located south of Lakeview Drive and adjacent to public lands. He discussed the history of ownership and identified the property as a logical area for potential annexation based on its proximity to existing Town boundaries.

The presentation included discussion of access considerations, including connections to platted but undeveloped roadways, as well as challenges associated with developing the property due to its location and surrounding conditions.

Commission discussion focused on general annexation considerations, infrastructure needs, and long-term planning implications for the area.

Public attendance and interest in the proposal were significant. General concerns raised included potential impacts related to access, infrastructure capacity, and the scale of future development.

This item was presented for discussion only. No formal application was considered.

No formal action was taken.

**c) Doornbos Annexation & PUD Discussion:**

Rex Doornbos presented an overview of a proposed annexation and Planned Unit Development (PUD) associated with his property.

Mr. Doornbos provided a general introduction to the property and outlined the intent of the proposed annexation and future development. The discussion remained preliminary in nature, as no formal application had been submitted at this time.

Commission discussion included general considerations related to annexation, infrastructure, and future development review processes. The Commission noted that additional detail and formal submittals would be required for further evaluation.

This item was presented for discussion only. No formal application was considered.

No formal action was taken.

**APPROVAL OF MINUTES:**

**a) Approval of Minutes for Regular Meeting February 10, 2026:**

Member Schou motioned to approve the minutes for February 10, 2026, seconded by Member Stewart seconded. Voting Yea: Member Schou, Member Stewart & Chairman Wilson. Motion carried unanimously.

**TOWN COUNCIL ASSIGNMENT:**

Commissioner Rachael Stewart was assigned to attend the April 21, 2026, Alpine Town Council meeting.

**ADJOURN MEETING:**

Motion made by Planning & Zoning Commission Member Schou to adjourn, seconded by Chairman Stewart.

Voting Yea: Planning & Zoning Commission Member Schou, Planning & Zoning Vice Chairman Stewart, Planning & Zoning Chairman Wilson

Motion carries. Meeting adjourned at

Melisa Wilson, Chairman

Date

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Gina Corson, Planning & Zoning Administrator

Date

Prepared and Transcribed By:

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Gina Corson, Acting Planning & Zoning Administrator

Date

\*\* Minutes are a summary of the meeting \*\*

DRAFT

DRAFT