

**SECOND SUPPLEMENTAL
CONDOMINIUM DECLARATION
for
199 EAST PEARL
CONDOMINIUM
ADDITION TO THE
TOWN OF JACKSON**

RELEASED	
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ABSTRACTED	
SEARCHED	

Upon recording, please return to:

**Hawks & Levy, LLC
P.O. Box 3580
220 South King Street
Jackson, WY 83001**

Grantor: PEARL WILLOW INVESTORS LLC BY*
Grantee: THE PUBLIC
Doc 0629371 bk 559 pg 577-585 Filed at 4:23 on 07/28/04
Sherry L Daigle, Teton County Clerk fees: 35.00
By MARY D ANTROBUS Deputy

MDA

**SECOND SUPPLEMENTAL
CONDOMINIUM DECLARATION**

FOR


**199 EAST PEARL CONDOMINIUM ADDITION
TO THE TOWN OF JACKSON**

ARTICLE ONE

This Second Supplemental Condominium Declaration ("Second Supplemental Declaration") for 199 East Pearl Condominium Addition to the Town of Jackson is made this 29th day of June, 2004, by PEARL WILLOW INVESTORS LLC, a Wyoming limited liability company, RESORT MANAGEMENT GROUP, LLC, a Wyoming limited liability company, GROS VENTRE GROUP II, LLC, a Wyoming limited liability company, and CHRISTOPHER H HAWKS and MARGARET A. HAWKS (hereinafter collectively the "Declarant") pursuant to the Condominium Ownership Act, Wyoming statute § 34-20-101 et. seq. (the "Act").

1.1 Purpose and Intent. The Declarant, as the owner of the real property located in the Town of Jackson, County of Teton, and State of Wyoming, legally described as 199 East Pearl Condominium Addition to the Town of Jackson according to that plat recorded in the Office of the Clerk of Teton County, Wyoming on February 17, 2004 as Plat No. 1107, together with all buildings and improvements constructed or located thereon, and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said real property (hereinafter the "Real Property"), and pursuant to the provisions of Section 16.1 of the Declaration, intends by the recording of this Second Supplemental Declaration to supplement and amend the Condominium Declaration for 199 East Pearl Condominium Addition to the Town of Jackson recorded in the Office of the Clerk of Teton County, Wyoming on the 17th day of February, 2004 in Book 541 of Photo, Pages 260 to 295 (hereinafter the "Declaration"), and the recorded First Supplemental Condominium Declaration for 199 East Pearl Condominium Addition to the Town of Jackson recorded in the Office of the Clerk of Teton County, Wyoming on the 4th day of March, 2004 in Book 543 of Photo, Pages 185 to 189 (hereinafter the "First Supplemental Declaration"). The Declaration, as amended by the First Supplemental Declaration, shall remain in full force and effect following the recording of this Second Supplemental Declaration except as amended and supplemented herein.

1.2 Binding Effect. The Real Property and any additional property which is made a part of the 199 East Pearl Condominium Owners Association in the future by filing one or more additional Supplemental Declarations in the Public Records, shall be owned, conveyed and used subject to all of the provisions of this Second Supplemental Declaration, which shall run with the title to such property. This Second Supplemental Declaration shall be binding upon all Persons having any right, title, or interest in any portion of the Real Property, their heirs, successors,



successors-in-title, and assigns. The Real Property is made subject to the Second Supplemental Declaration only for purposes of the exercise of the powers set forth herein as against the Real Property. To the extent any part of the Real Property is not already subject to the Declaration or the First Supplemental Declaration, the recording of the Second Supplemental Declaration shall not further subject such property to the provisions of the Declaration or the First Supplemental Declaration except as specifically provided for herein.

This Second Supplemental Declaration shall be enforceable in perpetuity by the Declarant, the 199 East Pearl Condominium Owners Association, any Owner, and their respective legal representatives, heirs, successors, and assigns.

1.3 Definitions. Capitalized terms used herein which are not defined herein shall have the same meanings as set forth in the Declaration or the First Supplemental Declaration.

ARTICLE TWO – AMENDED DECLARATION

2.1 Amendment to Section 6.18 of the Declaration. Section 6.18 of the Declaration shall be deleted in its entirety and replaced with the following:

Except as specifically permitted below or by rules and regulations that may be adopted by the Board, no animals, reptiles, primates, fish, fowl or insects of any kind shall be kept, raised, bred, maintained or boarded within or upon any part of the Properties.

Notwithstanding the foregoing, each Condominium Unit Owner shall be entitled to a maximum of no more than a total of two (2) Household Pets (the term “Household Pet” means a generally recognized household pet such as a dog, cat, fish, or bird), so long as such Household Pets are not kept for any commercial purpose, do not cause an unreasonable amount of noise or odor, and do not otherwise become a nuisance to other Condominium Unit Owners or Occupants. All Owners with Household Pets shall keep the animals restrained and controlled within that Owner’s Unit at all times, with the exception of ingress thereto and egress therefrom, so they do not cause a nuisance to others.

“Nuisance Animal” means: (i) any animal that habitually, constantly, or frequently disturbs the sleep, peace, or quiet of any person, such animal shall include, without limitation, a dog that commits excessive, continued, or untimely barking; (ii) any vicious animal; (iii) any animal that chews, tears, digs in or scratches, litters or soils, destroys, or in any other manner injures the Common Elements, clothing, garbage containers, gardens, flower beds, lawns, trees, shrubbery, or any other property within or adjacent to the Building; and (iv) any animal that molests passersby or habitually attacks other animals.



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

The Association shall have, and is hereby given, the right and authority to determine in its sole discretion that Household Pets are being kept for commercial purposes, or are otherwise a Nuisance Pets, or that a Unit Owner or Occupant is otherwise in violation of this Section, and to take such action or actions as it deems reasonably necessary to remedy the violation. Without limiting the generality of the foregoing, the Association may require the owner or custodian of a dog that barks or howls excessively, or of a Household Pet with other offensive habits, to take reasonable measures to mitigate the negative impact of such Nuisance Pet. In the event that the Board shall determine that a pet has become a Nuisance Pet and reasonable measures cannot be taken or have not been taken to mitigate the negative impact of such Nuisance Pet, a written notice of violation shall be personally delivered to the owner or custodian of the Nuisance Pet, and, if the Nuisance Pet is not removed from the Building within seventy-two (72) hours thereafter, the Board or its designee shall have the right to remove the Nuisance Pet, or cause the Nuisance Pet to be removed and kenneled, at the sole expense of the Owner of the Unit in which the Nuisance Pet is boarded and to enter into an Unit for such purpose, all without liability on the part of the Board or its designee, and such entry shall not be deemed a trespass. Any costs associated with responding to complaints of a Nuisance Pet, including kenneling such Nuisance Pet, may be levied against the Unit Owner as a Specific Assessment.

2.2 Amendment to Section 11.5(b) of the Declaration. Section 11 5(b) of the Declaration shall be amended to add the following paragraph to the end of Section 11 5(b)

This Section 11.5(b) and the table allocations contained in Exhibit "A", as such Exhibit was amended by the First Supplemental Declaration, shall not be amended as to the Deed Restricted Units without the prior written approval of the Teton County Housing Authority. In the event such an amendment is desired by the Association, the Association shall provide written notice to the Teton County Housing Authority by certified or registered mail return-receipt-requested addressed to: Teton County Housing Authority, Attention Executive Director, Post Office Box 714, Jackson, Wyoming 83001 with a copy to Frank Hess, Esquire, Post Office Box 449, Jackson, Wyoming 83001. The Teton County Housing Authority shall have 30 days to approve or disapprove of the requested amendment. In the event the Teton County Housing Authority fails to respond within 30 days, the requested amendment shall be deemed approved.



2.3 Amendment to Article X of the Declaration. Article X shall be amended to add the following new Section 10.8:

Section 10.8 Approval of Window Coverings. The Board shall have the right to approve all window coverings on windows of Units contained within exterior walls. Each Owner shall submit to the Board a written request for approval of exterior window coverings, which request shall contain a description of such window coverings and any other documents or samples required by the Board for review of the request. The Board shall thereafter review the request and respond in writing to the applying Owner within fifteen (15) days of receiving the request either approving or denying the request for approval. In the event the request is denied, such Owner shall be prohibited from installing such window coverings. Failure by the Board to respond within the fifteen (15) day deadline shall be deemed approval of the request.

2.4 Deletion of Exhibit "B" of the Declaration. Exhibit "B" of the Declaration shall be deleted in its entirety.

2.5 Amendment to Section 3.1 and Exhibit "B" of the First Supplemental Declaration - Assignment of Parking Spaces. Section 3.1 and Exhibit "B" of the First Supplemental Declaration are hereby deleted in their entirety and replaced by the following and attached Exhibit "B".

Pursuant to Sections 3.13 and 6.16 of the Declaration, Declarant hereby assigns Parking Spaces to Units as depicted in **Exhibit "B"** attached hereto and incorporated herein by reference. Any Parking Spaces not assigned to specific Units thereon shall be reserved to Declarant until such time as Declarant assigns such Parking Spaces to specific Units.

IN WITNESS WHEREOF, the undersigned have executed this Second Supplemental Declaration as of the day and year first above written.

PEARL WILLOW INVESTORS LLC,
a Wyoming limited liability company

By: _____

John O. Carney, Jr.

Its: Managing Member

RESORT MANAGEMENT GROUP, LLC,
a Wyoming limited liability company

By: [Signature]
Its: Vice President

GROS VENTRE GROUP II, LLC
a Wyoming limited liability company

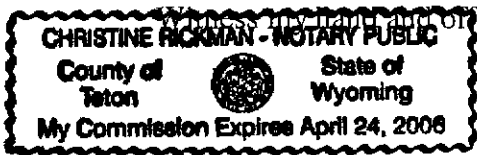
By: [Signature]
Its: MANAGING MEMBER

[Signature]
CHRISTOPHER H. HAWKS

[Signature]
MARGARET A. HAWKS

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this 29th day of JUNE, 2004, by John O. Carney, Jr. as Managing Member of PEARL WILLOW INVESTORS LLC, a Wyoming limited liability company.



[Signature]
Notary Public
My commission expires: 4-24-06

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this 7th day of July, 2004, by Phillip Coosara as Vice President of RESORT MANAGEMENT GROUP, LLC, a Wyoming limited liability company.

Witness my hand and official seal.



[Signature]
Notary Public
My commission expires: 4-24-06

[Handwritten mark]

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this 26th day of July, 2004, by Shaun Andrikopole as Managing Member of GROS VENTRE GROUP II, LLC, a Wyoming limited liability company.

Witness my hand and official seal.

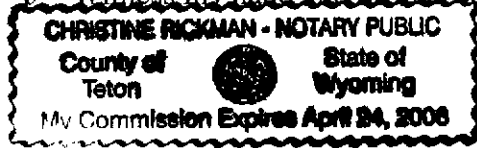


Christine Rickman
Notary Public
My commission expires: 4-24-06

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this 7th day of July, 2004, by CHRISTOPHER H. HAWKS.

Witness my hand and official seal.



Christine Rickman
Notary Public
My commission expires: 4-24-06

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this 29th day of JUNE, 2004, by MARGARET A. HAWKS.

Witness my hand and official seal.



Christine Rickman
Notary Public
My commission expires: 4-24-06

[Handwritten signature]

Pursuant to Exhibit "B" of the Declaration, Teton County Housing Authority hereby consents to the amendments to the Declaration contained in this Second Supplemental Condominium Declaration for 199 East Pearl Condominium Addition to the Town of Jackson.

Dated this 28 day of July, 2004,

Teton County Housing Authority

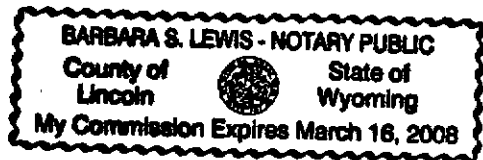
By [Signature]
Name: Forrest H. Neuberburg
Its Executive Director

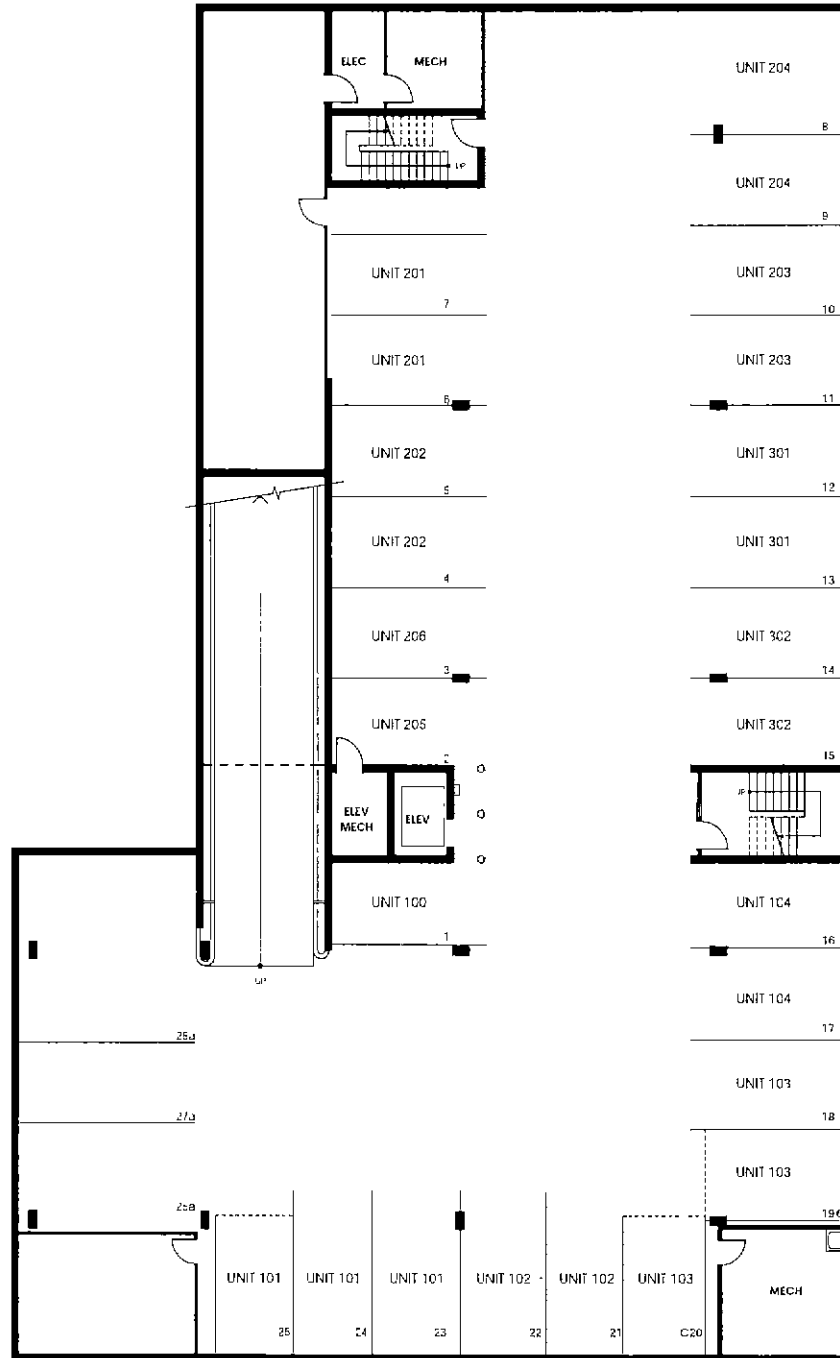
STATE OF WYOMING)
) ss.
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this 25th day of July, 2004, by Forrest H. Neuberburg as _____ of the Teton County Housing Authority.

Witness my hand and official seal.

[Signature: Barbara S. Lewis]
Notary Public
My commission expires: March 16, 2008





Garage Level Plan

Exhibit B