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*Attorneys for Defendant Stage Stop, Inc.*

State of Wyoming	)	In the District Court
	) ss.	
County of Teton	)	Ninth Judicial District
RAFTER J RANCH HOMEOWNER'S ASSOCIATION,	)	
	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No. 18831
	)	
STAGE STOP, INC.,	)	
	)	
Defendant.	)	

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**DEFENDANT'S ANSWER AND COUNTERCLAIM**

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COMES NOW, the Defendant, Stage Stop, Inc., by and through its undersigned counsel, Brandon L. Jensen and Rachael L. Buzanowski of the Budd-Falen Law Offices, LLC, and hereby answer the Plaintiff's Complaint as follows:

**PARTIES**

1. Admitted.
2. Admitted.

## **JURISDICTION AND VENUE**

3. Admitted.

## **FACTS COMMON TO ALL CLAIMS**

4. The Defendant admits that it owns Lot 333 of the Rafter J Ranch subdivision. The remainder of paragraph four consists of characterizations of the Rafter J Ranch Homeowner's Association Declaration of Covenants, Conditions, and Restrictions ("CCRs"). The Defendant avers that the document speaks for itself. To the extent that a response is necessary, the remaining allegations in paragraph four are denied.
5. The Defendant denies the characterization of the Rafter J Ranch subdivision as a "residential subdivision." The Defendant admits the remaining allegations of paragraph five.
6. Paragraph six of the Complaint characterizes the CCRs. The Defendant avers that the document speaks for itself. To the extent that a response is necessary, the allegations in paragraph six are denied.
7. Paragraph seven of the Complaint characterizes the CCRs. The Defendant avers that the document speaks for itself. To the extent that a response is necessary, the allegations in paragraph seven are denied.
8. Paragraph eight of the Complaint characterizes the CCRs and bylaws. The Defendant avers that the documents speak for themselves. To the extent that a response is necessary, the allegations in paragraph eight are denied.

9. Paragraph nine of the Complaint characterizes the CCRs. The Defendant avers that the document speaks for itself. To the extent that a response is necessary, the allegations in paragraph nine are denied.
10. Paragraph ten of the Complaint characterizes the CCRs. The Defendant avers that the document speaks for itself. To the extent that a response is necessary, the allegations in paragraph ten are denied.
11. Paragraph eleven of the Complaint characterizes the CCRs. The Defendant avers that the document speaks for itself. To the extent that a response is necessary, the allegations in paragraph eleven are denied.
12. Paragraph twelve of the Complaint characterizes the CCRs. The Defendant avers that the document speaks for itself. To the extent that a response is necessary, the allegations in paragraph twelve are denied.
13. Admitted.
14. Paragraph fourteen of the Complaint characterizes the CCRs. The Defendant avers that the document speaks for itself. To the extent that a response is necessary, the allegations in paragraph fourteen are denied.
15. Admitted.
16. The Defendant denies the characterization of the apartment use as “residential.” The Defendant admits the remaining allegations of paragraph sixteen.
17. The Defendant denies the characterization of the apartment use as “residential.” The Defendant admits the remaining allegations of paragraph seventeen.

18. Admitted.
19. Paragraph nineteen of the Complaint characterizes the BUP applications. The Defendant avers that the documents speak for themselves. To the extent that a response is necessary, the allegations in paragraph nineteen are denied.
20. Paragraph twenty of the Complaint characterizes BUP 2022-077. The Defendant avers that the document speaks for itself. To the extent that a response is necessary, the allegations in paragraph twenty are denied.
21. Paragraph twenty-one of the Complaint characterizes BUP 2022-076 and 085 through 110. The Defendant avers that the documents speak for themselves. To the extent that a response is necessary, the allegations in paragraph twenty-one are denied.
22. Paragraph twenty-two of the Complaint characterizes the Plaintiff's letter to the Defendant. The Defendant avers that the document speaks for itself. To the extent that a response is necessary, the allegations in paragraph twenty-two are denied.
23. Admitted.
24. The Defendant admits that it has not sought to amend the CCRs. However, the remainder of paragraph twenty-four consists of characterizations of the CCRs. The Defendant avers that the document speaks for itself. To the extent that a response is necessary, the remaining allegations in paragraph twenty-four are denied.

25. Paragraph twenty-five consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph twenty-five constitute material allegations of fact, they are denied.
26. Paragraph twenty-six consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph twenty-six constitute material allegations of fact, they are denied.
27. Paragraph twenty-seven consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph twenty-seven constitute material allegations of fact, they are denied.
28. Paragraph twenty-eight consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph twenty-eight constitute material allegations of fact, they are denied.
29. Paragraph twenty-nine consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph twenty-nine constitute material allegations of fact, they are denied.
30. Paragraph thirty consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph thirty constitute material allegations of fact, they are denied.

31. Paragraph thirty-one consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph thirty-one constitute material allegations of fact, they are denied.
32. Paragraph thirty-two consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph thirty-two constitute material allegations of fact, they are denied.

**COUNT I:  
ANTICIPATORY BREACH OF CONTRACT**

33. The Defendant incorporates by reference each and every admission, denial, or averment to each of the preceding paragraphs of the Plaintiff's Complaint, as if fully restated herein.
34. Paragraph thirty-four consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph thirty-four constitute material allegations of fact, they are denied.
35. Paragraph thirty-five of the Complaint characterizes the CCRs. The Defendant avers that the document speaks for itself. To the extent that a response is necessary, the allegations in paragraph thirty-five are denied.
36. Paragraph thirty-six consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph thirty-six constitute material allegations of fact, they are denied.

37. Paragraph thirty-seven consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph thirty-seven constitute material allegations of fact, they are denied.
38. Paragraph thirty-eight consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph thirty-eight constitute material allegations of fact, they are denied.
39. Paragraph thirty-nine consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph thirty-nine constitute material allegations of fact, they are denied.
40. Paragraph forty consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph forty constitute material allegations of fact, they are denied.

**COUNT II:  
NUISANCE**

41. The Defendant incorporates by reference each and every admission, denial, or averment to each of the preceding paragraphs of the Plaintiff's Complaint, as if fully restated herein.
42. Paragraph forty-two of the Complaint characterizes the CCRs. The Defendant avers that the document speaks for itself. To the extent that a response is necessary, the allegations in paragraph forty-two are denied.

43. Paragraph forty-three consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph forty-three constitute material allegations of fact, they are denied.
44. Paragraph forty-four consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph forty-four constitute material allegations of fact, they are denied.
45. Paragraph forty-five consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph forty-five constitute material allegations of fact, they are denied.

**COUNT III:  
DECLARATORY JUDGMENT**

46. The Defendant incorporates by reference each and every admission, denial, or averment to each of the preceding paragraphs of the Plaintiff's Complaint, as if fully restated herein.
47. Paragraph forty-seven consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph forty-seven constitute material allegations of fact, they are denied.
48. Paragraph forty-eight consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of



paragraph forty-eight constitute material allegations of fact, they are denied.

49. Paragraph forty-nine consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph forty-nine constitute material allegations of fact, they are denied.
50. Paragraph fifty consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph fifty constitute material allegations of fact, they are denied.
51. Paragraph fifty-one consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph fifty-one constitute material allegations of fact, they are denied.

**COUNT IV:  
INJUNCTIVE RELIEF**

52. The Defendant incorporates by reference each and every admission, denial, or averment to each of the preceding paragraphs of the Plaintiff's Complaint, as if fully restated herein.
53. Paragraph fifty-three of the Complaint characterizes Wyo. Stat. § 1-28-102. The Defendant avers that the statute speaks for itself. To the extent that a response is necessary, the allegations in paragraph fifty-three are denied.

54. Paragraph fifty-four of the Complaint characterizes the CCRs. The Defendant avers that the document speaks for itself. To the extent that a response is necessary, the allegations in paragraph fifty-four are denied.
55. Paragraph fifty-five consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph fifty-five constitute material allegations of fact, they are denied.
56. Paragraph fifty-six consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph fifty-six constitute material allegations of fact, they are denied.
57. Paragraph fifty-seven consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph fifty-seven constitute material allegations of fact, they are denied.
58. Paragraph fifty-eight consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph fifty-eight constitute material allegations of fact, they are denied.
59. Paragraph fifty-nine consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph fifty-nine constitute material allegations of fact, they are denied.

60. Paragraph sixty consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph sixty constitute material allegations of fact, they are denied.
61. Paragraph sixty-one consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph sixty-one constitute material allegations of fact, they are denied.
62. Paragraph sixty-two consists of characterizations of the Plaintiff's Complaint that require no response. To the extent that the allegations of paragraph sixty-two constitute material allegations of fact, they are denied.

#### **PRAYER FOR RELIEF**

The Plaintiff's characterization of its requested relief is a legal statement of his case that requires no response. To the extent a response is required, the Defendant denies that the Plaintiff is entitled to any relief.

#### **GENERAL DENIAL**

The Defendant denies each and every allegation not specifically admitted to or otherwise answered herein.

#### **AFFIRMATIVE DEFENSES**

1. The Plaintiff's Complaint fails to state a claim for which relief can be granted.
2. The Plaintiff lacks standing to bring suit under the counts alleged in the Complaint.

3. The Defendant has not breached, and is not attempting to breach, any contract or covenant that it may have with the Plaintiff.
4. The Defendant's intended uses of Lot 333 do not violate the CCRs and do not constitute a nuisance.
5. The Plaintiff's claims are barred by equitable estoppel, waiver and/or laches.
6. The Plaintiff's claim for monetary damages and attorney's fees are not permissible.
7. The Plaintiff's claim for damages, if any, were the result of unrelated, pre-existing or subsequent conditions unrelated to the Defendant's conduct.
8. The Defendant expressly reserves the right to amend, delete, and/or add additional affirmative defenses as further investigation and discovery may warrant.

WHEREFORE, the Defendant respectfully requests the following relief:

1. That the Plaintiff take nothing by the Complaint;
2. That the Court issue judgment in favor of the Defendant and against the Plaintiff, dismissing the Complaint;
3. That the Plaintiff bears its own costs;
4. That the Defendant be awarded its costs of suit, including reasonable attorney's fees; and
5. Such other and further relief as the Court deems just and proper.

## **DEFENDANT’S COUNTERCLAIMS**

COMES NOW, the Defendant Stage Stop, Inc., by and through its undersigned counsel, Brandon L. Jensen and Rachael L. Buzanowski of the Budd-Falen Law Offices, LLC, and hereby counterclaim against the Plaintiff Rafter J Ranch Homeowner’s Association as follows:

### **PARTIES**

1. The Defendant Stage Stop, Inc. (“Stage Stop”) is a Wyoming corporation, organized in Wyoming and having its principal place of business in Teton County, Wyoming. Stage Stop is the owner of record of Lot 333 of the Rafter J Ranch Subdivision, Teton County, Wyoming.
2. The Plaintiff Rafter J Ranch Homeowner’s Association (“Rafter J”), is a Wyoming non-profit corporation, organized in Wyoming, with its principal place of business in Teton County, Wyoming.

### **JURISDICTION AND VENUE**

3. An actual, justiciable controversy now exists between the Defendant and the Plaintiff.
4. Jurisdiction is proper in this Court, and this Court may declare the rights, status, and other legal relations of the parties in this action under Wyo. Stat. § 1-37-101, *et. seq.*
5. Venue is proper in this Court pursuant to Wyo. Stat. § 1-5-105 because the Plaintiff is situate and has its principal place of business in Teton County, Wyoming.

**FACTS COMMON TO ALL CLAIMS FOR RELIEF**

6. Stage Stop owns Lot 333 of the Rafter J Ranch subdivision in Teton County, Wyoming.
7. As part of the subdivision, Lot 333 is subject to the applicable provisions described in the Declaration of Covenants, Conditions, and Restrictions (“CCRs”) of the Rafter J Ranch Subdivision.
8. Article IX of the CCRs designates Lot 333 as a commercial area, allowing it to be used for any commercial purpose.
9. The CCRs do not define “commercial.”
10. Lot 333 contains the Legacy Lodge, a 50,000 square-foot building, which was an operational assisted living center from the completion of construction in 2004 until its closure in 2021. The facility contains fifty-seven (57) residential units, which vary from studios to 2-bedrooms. Each unit contains a kitchenette. There is an existing parking lot as well.
11. On May 17, 2022, the Rafter J Ranch Planned Unit Development was amended by the Teton County Board of County Commissioners to allow apartments at the Legacy Lodge for members of the Teton County workforce.
12. On November 1, 2022, Stage Stop received a Conditional Use Permit (“CUP”) from the Teton County Board of County Commissioners to implement the workforce apartment use on Lot 333.
13. There is pending litigation preventing the implementation of the above CUP, so Stage Stop also applied for, and received, Basic Use Permits

from the Teton County Planning and Building Department to use the existing structure on Lot 333 for professional office use and twenty-four (24) accessory residential units.

### **CLAIMS FOR RELIEF**

#### **FIRST CLAIM FOR RELIEF: Declaratory Judgment**

14. All allegations set forth in the paragraphs above are hereby incorporated by reference as if set forth fully below.
15. Stage Stop has the right to use Lot 333 for any commercial purpose that is not otherwise prohibited by the Teton County Land Development Regulations (“LDRs”) or the Rafter J CCRs.
16. Stage Stop has received the necessary approvals under the LDRs to use Lot 333 for workforce apartments or residential units that are accessory to an onsite professional office.
17. The Rafter J CCRs do not define “commercial.”
18. “Commercial” has broad range of meanings, from merely using the property in a way that generates revenue up to operating a business with profit as its primary aim.
19. While apartment buildings are designed for residential use, apartment complexes are considered commercial property because space is leased out to others as part of a business.
20. Lot 333 is owned and operated by Stage Stop as a business venture.
21. Stage Stop seeks a determination from this Court that the Defendant’s apartment complex is a commercial use under the CCRs.

22. Stage Stop also seeks a determination from this Court that no amendment to the CCRs is necessary to accommodate the above uses and the uses are not a violation of the CCRs.

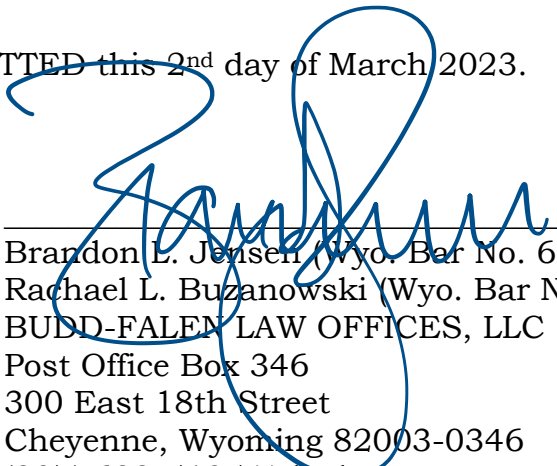
**REQUEST FOR RELIEF**

WHEREFORE, on the foregoing basis, the Defendant respectfully requests that the Court enter judgment against the Plaintiff and grant the following relief:

23. Issue declaratory judgment in favor of the Defendant determining that it has not violated the CCRs.
24. Issue declaratory judgment in favor of the Defendant determining that workforce apartments and accessory residential units on Lot 333 do not violate the CCRs.
25. Issue a permanent injunction enjoining the Plaintiff from interfering with the Defendant's plans for workforce apartments and accessory residential units on Lot 333 of the Rafter J Ranch subdivision.
26. Award the Defendant its reasonable costs, litigation expenses, and attorneys' fees; and
27. Grant such further and other relief as the Court deems just and proper.



RESPECTFULLY SUBMITTED this 2<sup>nd</sup> day of March 2023.



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*Attorneys for Defendant Stage Stop, Inc.*

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that I caused a true and correct copy of the foregoing to be sent via U.S. Mail and email on this 2<sup>nd</sup> day of March 2023 to the following:

Kevin Gregory  
Lubing, Gregory, & Rectanus, LLC  
Post Office Box 3894  
350 East Broadway  
Jackson, Wyoming 83001



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