

Declaration of  
Covenants, Conditions and Restrictions For  
The Snow King Village Townhomes

This instrument ("First Amendment") is made by all of the Owners within The Snow King Village Townhomes Addition to the Town of Jackson, Teton County, Wyoming.

WHEREAS, the developer executed and recorded in the public records of Teton County, Wyoming, on August 6, 2019 as Document No. 0974754, a certain Declaration Of Covenants, Conditions And Restrictions for The Snow King Village Townhomes in Jackson, Teton County, Wyoming; and

WHEREAS, Article VIII.2 of the Covenants provides that the same may be amended, by the unanimous consent of the four townhome Owners; and

WHEREAS, The Snow King Village Townhomes Owners Association (HOA) and the Owners desire to amend the Covenants with respect to insurance coverage for the Townhouse Units and to further delineate insurance to be carried by the Owners;

NOW THEREFORE, The Snow King Village Townhomes Owners Association and all of its four Owners hereby declare that all four of The

Snow King Village Townhomes shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following provisions, covenants, conditions and restrictions, all of which are for the purpose of preserving and maintaining the natural character and value of the Lots. The Covenants and this Amendment shall run with the Lots and shall be binding on all parties having or acquiring any legal or equitable interest in or to the Lots, and shall inure to the benefit of all of the Owners of the Lots or any part thereof.

1) There is hereby added to Article II, Definitions, a new subparagraph II.13, "Unit" to read as follows:

A "Unit", "Townhouse", or "Townhouse Unit" means the structure owned in fee simple upon a Lot as defined in Article II.

2) IX.3. Insurance Coverage (a) thru (d) is deleted in its entirety and replaced with the following:

(a) Insurance Requirements - HOA. The Board shall secure and maintain in effect an insurance policy that provides casualty and liability coverage for the Association and the Board. The policy will also provide complete owner casualty protection for all structures and townhouse units for their full insurable replacement costs (exclusive of land, foundation, excavation, and other items normally excluded from coverage) of each building's shell, frame, exterior, and roof. The HOA policy will not cover an Owner's furniture, moveable appliances, personal items, and improvements made to the townhouse unit. The Board will determine the appropriate level of insurance protection based on estimated current replacement cost for such townhouse structures, identified potential risks and hazards, and the cost of casualty and liability insurance.

Any insurance maintained by the Association shall contain "waiver of subrogation" as to the Association and its officers, directors and members, the Owners and occupants of the Townhouses (including Declarant) and mortgagees, and, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured.

All individually owned insurance shall contain a waiver of subrogation as to the Association and its officers, directors and members, the Owners and occupants of the townhouses and mortgagees, and all Owners are deemed to have waived subrogation rights as to the Association and/or other Owners, whether or not their policies so provide. Repeat of b. (iii) below under Owner requirements.

(b) Insurance Requirements-Owner. Each Owner 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) Property Insurance. Each Owner shall be responsible for obtaining insurance at Owner's expense covering "risk of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for the Owner's Unit including all structures from the studs in as bounded by the interior surfaces of the perimeter walls, floors, ceilings, interior window panes and interior frames, interior doors and interior door frames, and trim including: (i) all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of its finished surfaces; (ii) all interior partitions, interior doors, interior surfaces of door frames and all other fixtures and improvements within the boundaries of the Unit; (iii) all outlets, lines and ducts of utility service lines, including but not limited to power, light, gas, hot and cold water, heating and waste disposal, within the boundaries of the Unit, and (iv) all heating, hot water and air conditioning apparatus exclusively serving the Unit. Each HO6 townhouse insurance policy obtained by an Owner shall have policy limits sufficient to cover the full replacement costs of the Unit as described herein under current building ordinance and codes and the replacement will be consistent with like-kind and quality materials.

(ii) Personal Liability Insurance. Each Owner shall obtain, at their own expense, Personal Liability Insurance to insure Unit Owners for damage or injury cause by the negligence of the Owner or any of its guests.

(iii) Waiver of Subrogation. All individually owned insurance shall contain a waiver of subrogation as to the Association and its officers, directors and members, the Owners and occupants of the Townhouses and mortgagees, and all Owners are deemed to have waived subrogation rights as to the Association and/or other Owners, whether or not their policies so provide.

(c) Owner Insurance Mandatory. The failure of an Owner to maintain adequate insurance as required above could result in damages to

the other Owners if the Unit were not rebuilt in the event of a fire, flood, earthquake, or other catastrophe. At the Board's request, an Owner shall produce a copy of his or her insurance policy. Should an Owner refuse to obtain appropriate insurance policies, the Board may take such enforcement action as it deems necessary to protect the Owners' collective interest all at the defaulting Owner's expense including costs and attorney's fees.

3) All terms and conditions not in conflict with the Amended & Restated Declaration Of Covenants, Conditions And Restrictions for The Snow King Village Townhouses Addition to the Town of Jackson ("Covenants") was filed in the office of the Teton County Clerk in Jackson, Wyoming on August 29, 2019 as Document 0976126 are deemed to survive and be of full force and effect.

**IN WITNESS WHEREOF**, the undersigned, comprising all of the Owners, whose Consent To First Amendment To Covenants are attached hereto.

DATED this 14 day of January, 2022.

The Snow King Village Townhomes Owners Association, a Wyoming non-profit corporation:

[Signature]  
President

STATE OF WYOMING )  
  )  
COUNTY OF TETON )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of January, 2022 by Scott McEwan, as President of The Snow King Village Townhomes Owners Association.

WITNESS my hand and official seal.

Kelsey Zelazoski  
Notary Public

My Commission expires: 5/19/2022





THE SNOW KING VILLAGE TOWNHOMES OWNERS ASSOCIATION  
OWNER CONSENT  
TO FIRST AMENDMENT TO COVENANTS

The undersigned, owner of Lot 1 of Snow King Village Townhouses, Teton County, Wyoming per Plat No. 1404, hereby consents to and approves the First Amendment To Declaration Of Covenants, Conditions, And Restrictions For Snow King Village Townhomes Addition To The Town Of Jackson.

DATED this 17<sup>th</sup> day of January, 2022.

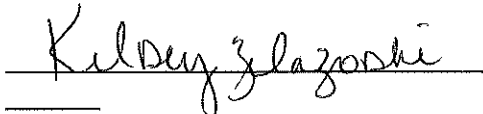
  
\_\_\_\_\_  
James Kaplan

STATE OF Wyoming )  
                                  )  
COUNTY OF Teton )

The foregoing instrument was acknowledged before me this 17<sup>th</sup>  
\_\_\_\_\_ day of January, 2022 by James Kaplan.

WITNESS my hand and official seal.



  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 5/19/2022









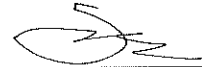
THE SNOW KING VILLAGE TOWNHOMES OWNERS ASSOCIATION  
OWNER CONSENT  
TO FIRST AMENDMENT TO COVENANTS

The undersigned, owner of Lot 3 of Snow King Village Townhouses, Teton County, Wyoming per Plat No. 1404, hereby consents to and approves the First Amendment To Declaration Of Covenants, Conditions, And Restrictions For Snow King Village Townhomes Addition To The Town Of Jackson.

DATED this 14 day of January, 2022.

Wyoming

P.N. Park Place LLC, a  
Limited liability company:



\_\_\_\_\_  
Manager

STATE OF Wyoming  
COUNTY OF Teton

The foregoing instrument was acknowledged before me this 14th day of January, 2022 by Scott McEwan as Manager of P.M. Park Place LLC.

WITNESS my hand and official seal.



Kelsey Zelazoski

\_\_\_\_\_  
Notary Public

My Commission Expires: 5/19/2022



THE SNOW KING VILLAGE TOWNHOMES OWNERS ASSOCIATION  
OWNER CONSENT  
TO FIRST AMENDMENT TO COVENANTS

The undersigned, owner of Lot 4 of Snow King Village Townhouses, Teton County, Wyoming per Plat No. 1404, hereby consents to and approves the First Amendment To Declaration Of Covenants, Conditions, And Restrictions For Snow King Village Townhomes Addition To The Town Of Jackson.

DATED this 18 day of January, 2022.

Family  
and any  
thereto:

Iain and Juliet Muholland  
Trust dated May 5, 2012,  
amendments

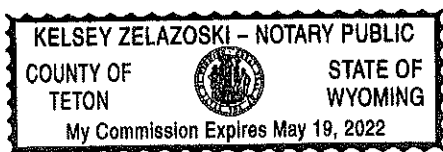
Iain Muholland  
Iain Muholland, Trustee

Juliet Muholland  
Juliet Muholland, Trustee

STATE OF Wyoming )  
COUNTY OF Teton )

The foregoing instrument was acknowledged before me this 18th day of January, 2022 by Iain Muholland and Juliet Muholland, Trustees of the Iain and Juliet Muholland Family Trust dated May 5, 2012, and any amendments thereto.

WITNESS my hand and official seal.



Kelsey Zelazoski

Notary Public  
My Commission Expires: 5/19/2022

