

**SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR PINE GLADES TOWNHOME
PHASE ONE ADDITION TO THE TOWN OF JACKSON**

This SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PINE GLADES TOWNHOME PHASE ONE ADDITION TO THE TOWN OF JACKSON (this "Amendment") is made this 1st day of October, 2019, by Pine Glades Development, LLC, a Wyoming limited liability company, (the "Declarant").

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Pine Glades Townhome Phase One Addition to the Town of Jackson was recorded in the office of the Teton County Clerk on October 8, 2014, as Document 0868649 in Book 878 at Pages 949-993 (the "Declaration").

WHEREAS, the First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Pine Glades Townhome Phase One Addition to the Town of Jackson was recorded in the office of the Teton County Clerk on March 13, 2017, as Document 0923694 in Book 941 at Pages 894-98 (the "First Amendment").

WHEREAS, pursuant to Section 11.1 of the Declaration, as amended by the First Amendment, the Declarant may unilaterally amend or repeal this Declaration for any purpose until the conveyance of the 27th Condominium Unit or Townhome (out of 36 Condominium Units and Townhomes) to an Owner unaffiliated with the Declarant, except that if the amendment is materially adverse to mortgagees, the Declarant must obtain written consent of mortgagees that represent at least 51% of the votes of Owners that are subject to mortgagee.

WHEREAS, pursuant to Article VII, Section 7.2(d)(i), this Section may not be amended without prior written approval of Declarant.

WHEREAS, the Declarant desires to amend the Declaration in accordance with the terms and conditions set forth herein.

NOW THEREFORE, pursuant to the reserved authority, the Declarant hereby amends the Declaration as follows:

1. First Amendment. Article II, Section 2.17 of the Declaration shall be amended in its entirety to read as follows:

"2.17 **Declarant.** Pine Canyon LLC, a Wyoming limited liability company, and/or its successors or assigns."

2. Second Amendment. Article II of the Declaration, shall be amended to add Sections 2.46, 2.47, 2.48 and 2.49 to the Declaration to read as follows:

"2.46 **All Risk Policy.** Shall mean a policy that will cover and protect from



all risks of damage, unless a risks are excluded specifically in the policy. This type of coverage is also referred to as coverage on a "special form" basis.

2.47. **Bare Walls Coverage.** Shall mean an insurance policy that insures only (1) the bare structure, including the perimeter, load-bearing and common walls to the studs, and roof structure; (2) the structure, fixtures, and furnishings of collectively owned areas; and (3) the collectively owned personal property of the Association. This type of policy is also referred to as a "Studs Out" policy. An individual Owner of a Townhome Unit or Condominium Unit is responsible for insuring building property the Owner owns or uses exclusively, such as sinks, plumbing fixtures, built in cabinets and countertops, appliances, fire place, flooring and wallcoverings and interior walls (along with any improvements and betterments) in their individual units.

2.48. **Townhome Unit.** Shall mean those certain individual air spaces as designated and delineated on the Plat. Each Townhome Unit shall consist of that part of the building bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and window frames, doors and door frames, and trim, and the interior surfaces of built-in fireplaces, if any. Each Townhome Unit shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint finished flooring and any other materials constituting any part of its finished surfaces and the exterior surfaces so described. All other portions of the walls, floors or ceilings shall be part of the Townhome General Common Elements. In addition, each Townhome Unit shall include the following: (a) all spaces, nonbearing interior partitions and all other fixtures and improvements within the boundaries of the Townhome Unit; (b) all outlets, lines and ducts of utility service lines, including but not limited to power, light, gas, hot and cold water, heating and waste disposal, within the boundaries of the Townhome Unit; and (c) all heating and hot water apparatus exclusively serving the Townhome Unit. The interior surfaces of a perimeter window or door means at the points at which such surfaces are located when such windows and doors are closed; the physical windows and doors themselves are part of the Townhome General Common Elements as herein defined.

2.49. **Townhome General Common Elements.** Shall mean the Townhome project excepting all Townhome Units and Limited Common Elements as shown on the Plat. Without limiting the generality of the foregoing, the Townhome General Common Elements shall include (i) all pipes, ducts, flues, chutes, conduits, wires and other utility installations to (but not at) the outlets; and (ii) such component parts of walls, floors, ceilings, and other structures and installations as are outside of the Townhome Unit boundaries as delineated or described on the Plat."

3. **Third Amendment.** Article VII, Section 7.2(d)(i) of the Declaration titled "Garbage Collection" shall be deleted in its entirety from the Declaration and the remaining subparagraphs should be renumbered accordingly.

4. **Fourth Amendment.** Article VII, Section 7.3(a)-(b) of the Declaration shall be amended in its entirety to read as follows:

“7.3 Insurance

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

(i) Blanket property insurance covering all perils normally covered by the standard “all risk” coverage (or comparable coverage by whatever name denominated) for all Common Elements, Condominium Common Elements, General Common Elements, Limited Common Elements and Condominium Limited Common Elements and all insurable improvements within each to the extent that the Association has assumed responsibility in the event of a casualty, regardless of ownership. If an “all risk” endorsement is not generally available at a 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 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, 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 interests” 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;

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

(iv) Blanket property insurance covering all perils normally covered by the standard “all risk” coverage in the form of Bare Walls Coverage for the Townhome General Common Elements (or comparable coverage by whatever name denominated). If an “all risk” endorsement is not generally available at a 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 under current building ordinance and codes. Premiums for all insurance on the Townhomes under this Section shall be assessed as a Neighborhood Expense against only the Lots with completed Townhomes located thereon and shall be prorated equally amongst such Lots within each Neighborhood. The Owner of each completed Townhome shall be responsible for all coverage of the Townhome Unit and its contents.

(v) Blanket property insurance covering all perils normally covered by the standard "all risk" coverage in the form of Bare Walls Coverage for the Condominium General Common Elements (or comparable coverage by whatever name denominated). If an "all risk" endorsement is not generally available at a 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 under current building ordinance and codes. Premiums for all insurance on the Condominium General Common Elements under this Section shall be assessed against the Owners of the Condominium Units as a Neighborhood Expense the cost of which shall be divided pro-rata among the Owners of such Neighborhood according to those percentages set forth on Exhibit "A" of the Declaration. The Owner of the Condominium Unit shall be responsible for all coverage of the Condominium Unit and its contents.

Premiums for all insurance on the Common Elements shall be assessed by the Board as a Common Expense.

(b) **Policy Requirements.** All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured.

The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether policy limits satisfy the requirements of Section 7.3(a). In the event of an insured loss, the deductible shall be treated as a Specific Assessment in accordance with Section 8.5 and assessed to those Residential Properties that receive a benefit from the insurance coverage related to the deductible. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the Bylaws, 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 Residential Properties 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;
- (iii) Not be brought into contribution with insurance purchased by Owners, 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 household member of an Owner;
- (vii) Include an endorsement precluding cancellation, invalidation, suspension or non-renewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;
- (viii) Include an endorsement precluding cancellation, invalidation, or condition to recovery under the policy on account of any act or omission of any one or more individual Owners, unless such Owner is acting within the scope of its authority on behalf of the Association;
- (ix) Provide that the policy will be primary, even if an Owner has other insurance that covers the same loss;

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

- (i) A waiver of subrogation as to any claims against the Association's Board, officers, employees, and its manager, its attorneys, the Owners and their tenants, servants, agents, and guests;
- (ii) A waiver of the insurer's rights to repair and reconstruct instead of paying cash;
- (iii) An endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;
- (iv) An endorsement requiring at least thirty (30) days prior written notice to the Association and to all Mortgagees and Guarantors of Residential Properties of any cancellation, substantial modification, or non-renewals; and

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

5. **Fifth Amendment.** Article VIII, Section 8.5 of the Declaration shall be amended in its entirety to read as follows:

“**8.5 Specific Assessments.** The Association shall have the power to levy Specific Assessments against a particular Residential Property as follows:

- (a) To cover costs incurred in bringing a nonconforming Residential Property into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of a nonconforming Residential Property, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the nonconforming Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying any Specific Assessment under this Section;
- (b) To cover the cost of providing services to a Residential Property, including but not limited to snow removal on LCE-Decking, LCE-Driveways and LCE-Parking. Specific Assessments may be levied in advance; and
- (c) To cover the cost of any insurance deductible for an insurable loss. Specific Assessments may be levied in advance.”

6. **Sixth Amendment.** The Declaration shall be amended to allow notifications to Owners to be emailed. The following Sections shall be amended to accomplish this objective:

A. Article XI, Section 11.4 of the Declaration shall be amended in its entirety to read as follows:

“**11.4 Registration of Email and Mailing Address; Notice; Implied Approval of Mortgagees and Guarantors.** Each Owner shall register the Owner’s email and mailing address with the Association. All notices or demands intended to be served upon any Owner shall be sent by email to the Owner’s registered email address registered with the Association unless the Owner specifically makes a written request that such notices or demands be sent by first class mail.”

B. Article III, Section 3.2(a) of the Declaration shall be amended in its entirety to read as follows:

“(a) The initial Master Rules and Regulations shall be adopted 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 the Master Rules and Regulations. The Board shall send notice by email to the Owners, unless the Owner has requested notice otherwise pursuant to Section 11.4, to all Owners concerning any such proposed action at least five (5) business days prior to the Board meeting at which time such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken."

C. Article VIII, Sections 8.1, Paragraph 4 of the Declaration shall be amended in its entirety to read as follows:

"Failure of the Board to fix assessment amounts or rates or to deliver, email, 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."

D. Article VIII, Section 8.2, Paragraphs 3 and 4 of the Declaration shall be amended in their entirety to read as follows:

"The Board shall cause a copy of the Neighborhood budget and notice of amount of the Neighborhood Assessment for the corning year to be delivered to each Owner in the Neighborhood not less than thirty (30) nor more than sixty (60) days prior to the beginning of the fiscal year; provided, however, if the Neighborhood Assessment is increased from previous year's Neighborhood Assessment, the Board shall send notice of the increase by email to the Owners, unless the Owner has requested notice otherwise pursuant to Section 11.4, not less than thirty (30) nor more than sixty (60) days prior to the increased Neighborhood Assessment becoming due. Such Neighborhood budget and Neighborhood Assessment shall automatically become effective unless subject to the limitation on increases of assessments provided for in Section 8.6.

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

E. Article VIII, Sections 8.4 of the Declaration shall be amended in its entirety to read as follows:

“8.4. Special Assessments. In addition to other authorized assessments, the Association may, subject to the limitations of Section 8.6, levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied: (i) against the entire membership if such Special Assessment is for Common Expenses; or (ii) against an individual Residential Property or Neighborhood if such Special Assessment is for an unbudgeted expense relating to less than all of the Properties. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Board shall provide notice of the Special Assessment by email to the Owners, unless an Owner has requested notice otherwise pursuant to Section 11.4, not less than thirty (30) nor more than sixty (60) days prior to the Special Assessment becoming due.”

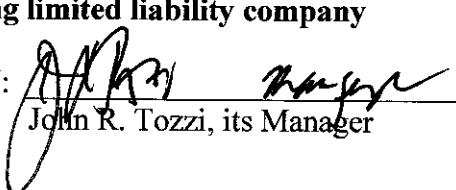
F. Article VIII, Section 8.8, Paragraph 2 of the Declaration shall be amended in its entirety to read as follows:

“Failure of the Board to fix assessment amounts or rates or to deliver, email 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.”

7. The Declarant intends by the recording of this Amendment to amend and supplement the Declaration and First Amendment. The Declaration and First Amendment shall remain in full force and effect following the recording of the Amendment except as modified herein. Capitalized terms used herein which are not defined herein shall have the same meanings as set forth in the Declaration and the Governing Documents. Other capitalized terms shall be defined as set forth above.

IN WITNESS WHEREOF, the undersigned has executed this Amendment effective on the date and year first written above.

**Pine Glades Development, LLC,
a Wyoming limited liability company**

BY: 
John R. Tozzi, its Manager

THE STATE OF New York)
COUNTY OF New York)ss

The above and foregoing instrument was acknowledged before me this 29th day of
October, 2019, by John R. Tozzi, manager of Pine Glades Development, LLC.
WITNESS my hand and official seal.

MW rn
Notary Public

My Commission Expires:

29th of April, 2023

