

**AMENDMENT**

**TO**

**The Haven II Homeowner's Association Declaration of Protective Covenants**

**THIS AMENDMENT** to The Haven II Homeowner's Association Declaration of Protective Covenants, hereinafter "Covenants", is entered into this 12 day of May, 2023 as approved by a 67% vote of all Residential Owners.

**WHEREAS**, the Association consists of patio homes situated on real property described in the Plat recorded in the office the Sheridan County Clerk and Recorder on April 20, 2006, in Drawer H of Plats at page 53; and

**WHEREAS**, the Covenants were properly approved and recorded in the office of the Sheridan County Clerk and Recorder, State of Wyoming, at Book 554, Page 550; and

**WHEREAS**, the first Amendment to the Covenants was approved and recorded in the office of the Sheridan County Clerk and Recorder, State of Wyoming, on June 24, 2019, at Book 581, Page 538; and

**WHEREAS**, the second Amendment to the Covenants was approved and recorded in the office of the Sheridan County Clerk and Recorder, State of Wyoming, on August 12, 2022, Document #2022-780836; and

**WHEREAS**, per Article 10.01 of the Covenants, the Board of Directors may amend the Covenants upon a vote of 67% or more of its Residential Owners; and

**WHEREAS**, Articles 4.03, 5.04, 5.10 and 5.11 contain provisions relative to the costs and expenses of maintenance, repairs and rebuilding of the roofs and exteriors of Residential Units; and

**WHEREAS**, the Board of Directors has recommended that Articles 4.03, 5.04, 5.10 and 5.11 of the Covenants be amended to ensure clarity that Residential Owners are obligated and responsible for the costs and expenses of maintenance, repairs, and rebuilding of the roof and exterior of their respective Residential Units, that such costs and expenses are the financial responsibility of Residential Owners, not of the Association, and that any sums assessed by the Association but unpaid by a Residential Owner constitute a lien with priority.

**NOW THEREFORE**, as approved by 67% or more of the Residential Owners, the Covenants are hereby amended.

**I. Article 4.03 is repealed in its entirety and restated to read as follows:**

4.03 Except as provided in Section 2.10, the Association shall determine the need for all maintenance of the exterior of the Residential Units, including without limitation, painting, staining, and tuck pointing at such intervals as shall be prudent. All maintenance, repair and

replacement of roof and exterior of the Residential Units shall be at the responsibility and expense of the Residential Owner. The Association shall also perform all maintenance, improvement and repair of the grounds and landscaping of the Residential Units situated outside the exterior walls thereof as though said grounds were a part of the Common Areas.

**II. Article 5.04 is repealed in its entirety and restated to read as follows:**

5.04 In any case in which the Residential Owner of the Residential Unit concerned shall fail to carry out and see to the repair, restoration or rebuilding by the provisions of this Article Five, the Association may take enforcement action to ensure the repair, restoration or rebuilding required by this Article Five.

**III. Article 5.10 is repealed in its entirety and restated to read as follows:**

5.10 In any case in which insurance proceeds shall not be paid or payable on account of any damage to or destruction of any Residential Unit, or shall be inadequate to fully cover the Residential Owner's cost of repair, restoration or rebuilding, the cost of such repair, restoration or rebuilding in excess of the amount of insurance proceeds available shall be borne by and paid for by the Residential Owner.

**IV. Article 5.11 is repealed in its entirety and restated to read as follows:**

5.11 Notwithstanding anything to the contrary herein contained, the obligations of the Association under the provisions of this Article Five shall be limited to the repair, restoration and rebuilding of any loss,



damage or destruction to or of the Common Areas. The Association  
shall not be responsible for repair, restoration or replacement of any real  
or personal property of the Residential Owner or its guests or invitees.

**PASSED and APPROVED** by the Haven II Homeowner's Association by 67% of the Residential  
Unit Owners on this 12<sup>th</sup> day of May, 2023.

  
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KEVIN L. CHARTIER, President

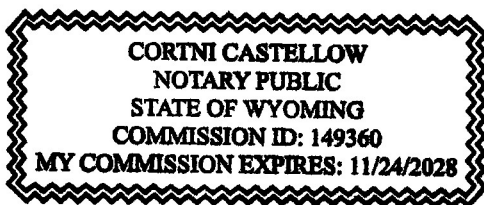
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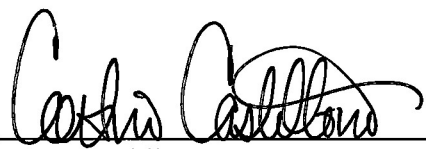
  
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NANCY GARBRECHT, Secretary

STATE OF WYOMING     )  
                                      )  
COUNTY OF SHERIDAN    )

The above and foregoing Amendment to The Haven II Homeowner's Association  
Declaration of Protective Covenants was subscribed, sworn to and acknowledged before me by  
KEVIN L. CHARTIER, the President of the Board of Directors, and Attested to by NANCY  
GARBRECHT, the Secretary of the Board of Directors, on this 12<sup>th</sup> day of  
May, 2023.

WITNESS my hand and official seal.



  
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Notary Public  
My commission expires: 11/24/28