### INDIAN HILLS HOMEOWNERS ASSOCIATION

#### AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, DATED JULY 7, 1975

WHEREAS, Richard Beach Construction Company, on the 7th day of July, 1975, executed a declaration of Covenants, Conditions and Restrictions for Indian Hills Homeowners Association, Inc. (hereinafter "Declaration");

WHEREAS, pursuant to Article XVIII, Section 2 of the Declaration, Indian Hills Homeowners Association desires to modify and amend Article VII, Section 4 of the Declaration as it pertains to insurance requirements; and,

WHEREAS a ballot approving the amendment to the aforesaid Article was signed by not less than seventy-five percent (75%) of the lot owners within the Indian Hills Homeowners Association.

NOW THEREFORE, know all men by these presents that the Declaration dated July 7, 1975, shall be amended and that from and after this date, the insurance requirements of the Indian Hills Homeowners Association and the lot owners within said Association shall be as follows, to wit:

## ARTICLE VII MANAGEMENT

#### Section 4.

(i) Maintain and keep in force a master policy providing insurance coverage covering loss or damage to the exterior building material of the Properties in the amount of the full replacement value thereof, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risk). For purposes of this provision, the following items are specifically excluded from the insurance coverage required to be maintained by the Association:

- i. Interior floor coverings of any kind;
- ii. Interior wall coverings of any kind;
- Any appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping;
- Any improvements and/or alterations that are part of the building or structure but were not part of the original condominium plans or specifications; and,
- v. Any other building material inside of the inner edge of the exterior wall vertical studs or furring strips and below the lowest edge of the ceiling joists, rafters, or support members, including but not limited to:
  - a. All interior drywall or plastered surfaces;
  - b. Cabinetry of any kind; and,
  - All fixtures such as those used with, connected to, or are part of electrical, plumbing or heating systems.

It shall be the responsibility of each Lot Owner to maintain contents coverage on his or her unit to the extent not covered by the Association as described above and personal liability insurance coverage of not less than \$300,000 per occurrence. The Owner must also name the Association as an Additional Interest or Certificate Holder for notice purposes on each such policy and must provide proof of such insurance to the Association no later than the first day of February of each year, unless the Owner provides proof of continuous coverage. In the event any Owner fails to maintain insurance as provided herein or fails to provide proof of such insurance to the

Association as provided herein, the Association may, at its option, purchase such insurance as required by this Article. In that event, Owner shall repay the Association upon demand all such sums advanced for insurance, together with interest at the rate of 10% per annum from the date paid by the Association. Any sum advanced shall also become a lien on the property of the Owner pursuant to Article VI, Section 9 and may be enforced and collected in accordance with that provision.

(j) Insurance required to be provided by the Association hereunder shall be in companies rated AAA or better in "Best's Insurance Guide". The insurance carrier shall bill the Association for the cost of the insurance required to be provided hereunder and the Association shall then assess each unit Owner individually. Each Owner shall be assessed 1/160 of the total cost of the insurance provided by the Association, plus 1/160 of any deductible incurred by the Association as part of any insurance claim. Any amount assessed pursuant to this provision shall not be included for purposes of calculating the maximum annual assessment. Any assessment for the cost of insurance provided by the Association, or for deductibles incurred by the Association as part of any insurance claim, shall become a lien on the property of each Owner pursuant to Article VI, Section 9 and may be enforced and collected in accordance with that provision.

IN WITNESS WHEREOF, Indian Hills Homeowners Association, Inc. has caused this Amendment to be executed this \_\_\_\_\_\_\_\_\_, 2006.

	INDIAN	HILLS HOMEOWNE	ERS ASSOCIATION, INC.
		lon Block resident	a.
ATTEST:  Becky Johnson Secretary	no.	<b>7</b> 2	
STATE OF WYOMING	) ) SS. ) .		
I the undersigned a N	otom Duk	lia efabroles pres	

I, the undersigned, a Notary Public of the State of Wyoming, hereby certify that Ron Block and Becky Johnson, personally known to me to be the President and Secretary of Indian Hills Homeowners Association, Inc., a Wyoming non-profit corporation, subscribed to the foregoing instrument, appeared before me this 30 haday of 2006 in person, and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act as such officers thereof, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Brenna & Williams Notary Public

My commission expires.

January 22, 2007

COUNTY OF STATE OF STATE OF CAMPBELL MY COUNTS SERVED WYCARKS

My Countsian Expired Sc. 22, 2007

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STATE OF WYOMING Campbell County	] } ss.	i ·						
Filed for record this	31st	day of	August	D. 2006 at	4:36 o'clock	P M. and recorded	in Books 2186	
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## INDIAN HILLS HOMEOWNERS ASSOCIATION PLANNED UNIT DEVELOPMENT

### INDIAN HILLS HOMEOWNERS ASSOCIATION

# REVISED AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, DATED JULY 7, 1975

WHEREAS, Richard Beach Construction Company executed a Declaration of Covenants, Conditions and Restrictions for Indian Hills Homeowners Association, Inc. (hereinafter "Declaration");

WHEREAS, pursuant to Article XVIII, Section 2 of the Declaration, Indian Hills Homeowners Association desires to modify and amend Article VII, Section 4 of the Declaration as it pertains to insurance requirements; and,

WHEREAS a ballot approving the amendment to the aforesaid Article was signed by not less than seventy-five percent (75%) of the lot owners within the Indian Hills Homeowners Association.

NOW THEREFORE, know all men by these presents that the original Declaration of Covenants, Conditions and Restrictions, recorded at Book 505 of Photos, Page 217 in the office of the Campbell County Clerk, off shall be amended and that from and after this date, the insurance requirements of the Indian Hills Homeowners Association and the lot owners within said Association shall be as follows, to wit:

# ARTICLE VII MANAGEMENT

#### Section 4.

(i) Maintain and keep in force a master policy providing insurance coverage covering loss or damage to the exterior building material of the Properties in the amount of the full replacement value thereof, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risk). For purposes of this provision, the following items are specifically excluded from the insurance coverage required to be maintained by the Association:

- i. Interior floor coverings of any kind:
- ii. Interior wall coverings of any kind;
- Any appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping;
- Any improvements and/or alterations that are part of the building or structure but were not part of the original condominium plans or specifications; and,
- Any other building material inside of the inner edge of the
  exterior wall vertical studs or furring strips and below the
  lowest edge of the ceiling joists, rafters, or support
  members, including but not limited to:
  - a. All interior drywall or plastered surfaces;
  - b. Cabinetry of any kind; and,
  - All fixtures such as those used with, connected to, or are part of electrical, plumbing or heating systems.

It shall be the responsibility of each Lot Owner to maintain contents coverage on his or her unit to the extent not covered by the Association as described above and personal liability insurance coverage of not less than \$300,000 per occurrence. The Owner must also name the Association as an Additional Interest or Certificate Holder for

notice purposes on each such policy and must provide proof of such insurance to the Association no later than the first day of February of each year, unless the Owner provides proof of continuous coverage. In the event any Owner fails to maintain insurance as provided herein or fails to provide proof of such insurance to the Association as provided herein, the Association may, at its option, purchase such insurance as required by this Article. In that event, Owner shall repay the Association upon demand all such sums advanced for insurance, together with interest at the rate of 10% per annum from the date paid by the Association. Any sum advanced shall also become a lien on the property of the Owner pursuant to Article VI, Section 9 and may be enforced and collected in accordance with that provision.

(j) Insurance required to be provided by the Association hereunder shall be in companies rated AAA or better in "Best's Insurance Guide". The insurance carrier shall bill the Association for the cost of the insurance required to be provided hereunder and the Association shall then assess each unit Owner individually. Each Owner shall be assessed 1/160 of the total cost of the insurance provided by the Association, plus 1/160 of any deductible incurred by the Association as part of any insurance claim. Any amount assessed pursuant to this provision shall not be included for purposes of calculating the maximum annual assessment. Any assessment for the cost of insurance provided by the Association, or for deductibles incurred by the Association as part of any insurance claim, shall become a lien on the property of each Owner pursuant to Article VI, Section 9 and may be enforced and collected in accordance with that provision.

IN WITNESS WHEREOF, Indian Hills Homeowners Association, Inc. has caused this Amendment to be executed this 26 day of February, 2007.

INDIAN HILLS HOMEOWNERS ASSOCIATION, INC.

BY:

President

ATTEST:

May Su Reelle

STATE OF WYOMING )

(SS. COUNTY OF CAMPBELL )

I, the undersigned, a Notary Public of the State of Wyoming, hereby certify that Ron Block and Mary Sur Rectto, personally known to me to be the President and Secretary of Indian Hills Homeowners Association, Inc., a Wyoming non-profit corporation, subscribed to the foregoing instrument, appeared before me this 26 day of February, 2007 in person, and severally acknowledged that they, being thereunto duly authorized, signed, scaled with the corporate seal, and delivered the said instrument as the free and voluntary act as such officers thereof, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Dylia K. Manaensi Notary Public

My commission expires
SYLVA K. MANNERING - NOTARY
CURITOR
CURITOR
CURPELL
WYCHAG
WY COMMISSION Expires
2-2-4-07

STATE OF WYOMING Campbell Country 34.

ed for record this 28th day of February A.D., 2007 at 4:18 o'clock P. M. and recorded in British 2236

Photos on page 51-52 Feet S. 11.00 8875319

Chron-Country A.D., 2007 at 4:18 o'clock P. M. and recorded in British 2236

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