

**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 July, 2022 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 the first Amendment to The Haven II Homeowner's Association Declaration of Protective Covenants was approved and recorded in the office of the Sheridan County Clerk and Recorder, State of Wyoming, at Book 581, Page 538; 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, Article 2.12 of the Covenants allow for the renting out of units by owners; and

WHEREAS, the Board of Directors has recommended that Article 2.12 be amended to prohibit the rental of units for future Residential Owners.

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

1. Article 2.12 is repealed in its entirety and restated to read as follows:

2.12. Rental/Lease of Units

- A. Rental Prohibition: No owner, mortgage company, lender, creditor, estate, trust or other such entity which purchases a unit after August 1, 2022 shall rent or lease any unit to any person. Except, an owner who resides in a unit may rent or lease space to family members or caregivers, provided that any lease or rental agreement immediately terminates upon the owner no longer residing in the unit as their primary residence.
- B. Rentals of units and number of occupants allowed: Any owner that purchased his/her/its unit prior to August 1, 2022 shall be allowed to rent or lease

his/her/its unit pursuant the terms described in this subsection 2.12.B. Any owner of a unit who is proposing to rent the unit or allow another person to use the unit without the unit owner being present, must have a written lease agreement with the proposed tenant. The lease agreement must be submitted to the Board of Directors of the Homeowner's Association and subsequently approved. Approval of the lease agreement shall not be unreasonably withheld. Said lease agreement must contain an occupancy clause limiting the number of occupants to four (4) individuals, must designate an individual that lives in Sheridan, County, Wyoming to act as the agent, landlord and contact in the lease agreement, hereinafter "Designated Agent".

- 1) The Designated Agent shall be responsible for the enforcement of the Lease Agreement and the Covenant, By-laws, and Resolutions affecting the unit and the Tenants. The Designated Agent shall be responsible for all damages to the exterior and interior of the unit and commons areas.
- 2) The unit owner shall continue to be responsible for all Home Owner Association fees.
- 3) Parking for the Tenant shall be restricted to the existing garage or driveways.
- 4) The Lease Agreement must incorporate the covenants, By-laws, and resolutions of the Homeowner's Association and the unit owner shall make sure that all of the relevant documents are delivered to the Tenant.
- 5) The Lease Agreement shall indemnify and hold harmless the Homeowner's Association.

PASSED and APPROVED by the Haven II Homeowner's Association by 67% of the Residential Unit Owners on this 12 day of July, 2022.



President

ATTEST:



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 this 11 day of August, 2022.

WITNESS my hand and official seal.



My Commission expires: 11-24-2022



Notary Public