BOOK: 583 PAGE: 85 FEES: \$15.00 PK AMENDED COVENANTS EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Amendment to The Haven at Holly Ponds Patio Homes Declaration of Protective Covenants

This Amendment to The Haven at Holly Ponds Patio Homes Declaration of Protective Covenants dated December 19, 2001, hereinafter "Covenants", is made and entered into this ________, day of _________, 2019, by The Haven at Holly Ponds Patio Homes Homeowners Association, Inc. ("the Association"), by and through its Board of Directors, as approved by an affirmative vote of 75% of all Residential Owners.

WHEREAS, the Covenants were properly approved and recorded in the office of the Sheridan County Clerk on December 20, 2001 at Book 429, Page 320; and

WHEREAS, the Covenants do not address restrictions on Residential Owners' ability to lease their residences to tenants; and

WHEREAS, pursuant to Article 10.01 of the Covenants, the Association, through its Board of Directors, may amend the Covenants upon an affirmative vote of 75% or more of its Residential Owners; and

WHEREAS, the Board of Directors recommends that Article 2 be amended to include Section 2.11, restricting the ability of Residential Owners from leasing their residences to tenants.

NOW THEREFORE, as approved by 75% or more of the Residential Owners, the Covenants are hereby amended.

1. Section 2.11 shall be added to Article 2 as read as follows:

"No residence may be leased by a Residential Owner as an absentee owner to any person, company, trust, or association. Provided, however, that a Residential Owner may lease the residence to a spouse. For the purposes of these Covenants, the term "lease" is defined as an agreement between two parties in which the Residential Owner is receiving money or other good and valuable consideration in exchange for allowing another person to live in the residence. A Life Estate or Mortgage shall not be considered a lease under this definition. Any Residential Owner may petition the Board of Directors for an exemption to the lease prohibition. The petition shall include a copy of the proposed lease. The Board of Directors shall have absolute and total discretion to grant an exemption."

2. This Amendment shall supersede, replace, and repeal any term or clause in The Haven at Holly Ponds Patio Homes Declaration of Protective Covenants or the By-Laws for The Haven at Holly Ponds Patio Homes Homeowner's Association, Inc. in which it is in conflict.

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Richard Hall, President

ATTEST:

Dennis Zowada, Vice President

STATE OF WYOMING

COUNTY OF SHERIDAN

The above and foregoing Amendment to The Haven at Holly Ponds Patio Homes Declaration of Protective Covenants was subscribed, sworn to and acknowledged before me by Richard Hall, the President of the Board of Directors, and attested to by Dennis Zowada, the Vice President of the Board of Directors, on this _______ day of August, 2019. WITNESS my hand and official seal.

My Commission expires:

No

Notary Public

CORTNI CASTELLOW - NOTARY PUBLIC

County of Sheridan

State of Wyoming

My Commission Expires November 24, 2022

NO. 2019-752387 AMENDED COVENANTS

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK KERNS AND BUNTING LLC 200 W LOUCKS P O BOX 6669 SHERIDAN WY 82801