

HIGHLAND TOWNHOUSES RESIDENTIAL DISTRICT
CITY OF SHERIDAN
SHERIDAN COUNTY
STATE OF WYOMING

AMENDED AND RESTATED DECLARATION OF PROTECTIVE
COVENANTS FOR HIGHLAND TOWNHOUSES RESIDENTIAL DISTRICT

This Amended and Restated Declaration is made 4 FEB., 2008, amending and restating in its entirety the Declaration of Protective Covenants for Highland Townhouses Residential District, dated January 13, 1978, and recorded in the office of the Clerk and Recorder of Sheridan County, Wyoming on January 19, 1978, in Book 227, at Page 133, as amended by that First Amendment to Declaration of Protective Covenants for Highland Townhouses Residential District, dated June 16, 1986, and recorded in the office of the Clerk and Recorder of Sheridan County, Wyoming on June 17, 1986, in Book 303, at Page 236.

RECITALS

A. The Declaration of Protective Covenants for Highland Townhouses Residential District made the 13th day of January, 1978, provides in Paragraph 18 that the restrictions and covenants thereof may be amended or altered at any time upon the approval of the owner or owners of seventy-five percent (75%) of the units in said District.

B. Such owners desire to amend and restate in their entirety the Declaration of Protective Covenants, as amended.

C. Seventy-five percent (75%) of the owners of the units in the District have approved the amendment and restatement of said covenants.

D. In furtherance of this purpose, this Amended and Restated Declaration of Protective Covenants for Highland Townhouses Residential District is made.

DECLARATION

NOW, THEREFORE, the Control Committee of Highland Townhouses Residential District, by resolution and pursuant to Section 18 of the Declaration of Protective Covenants for Highland Townhouses Residential District, amends and restates in their entirety said Declaration of Protective Covenants as follows:

Said conditions, restrictions, covenants and reservations are imposed upon the lands and improvements comprising the Highland Townhouses Residential District ("District") of the City of

Sheridan, Sheridan County, Wyoming, as an obligation or charge against the same for the benefit of each and every residential unit therein contained, and the owner or owners thereof, and said conditions, restrictions, covenants and reservations will be imposed upon each and every residential unit in said District, and are as follows:

(1)

All residential units in said District shall be known and described as residential units, and will be restricted by all the covenants contained herein.

(2)

No residential unit shall be used except for residential purposes and no business of any nature whatsoever shall be conducted on the premises. No building shall be erected, altered, placed or permitted except with the written consent of the Control Committee. Any additional buildings or improvements, if permitted, shall be new construction.

(3)

No fence or wall except as may exist at this time or as hereinafter permitted, shall be erected, placed or altered on any site and no substantial changes shall be made in the landscaping unless approved by the Control Committee. The owners of said units through their Highland Townhouses Residential District shall elect a Control Committee consisting of at least three members who shall serve as the approving and enforcement agency for the provisions of these covenants.

(4)

The District, through its Control Committee, shall provide for yard care for each unit, including watering, mowing, trimming, and fertilizing; snow removal; repair of sewer lines and so on. The expense of such service shall be assessed by the Control Committee to the unit owners in an equitable manner. The Control Committee shall determine the share of the gas bill to be paid by each unit owner and such share shall be determined on a square foot basis of the dwellings unless the Control Committee shall determine another method of allocation of such expense. Each unit owner shall be responsible, at his sole expense, to maintain the back yard of his unit, excluding mowing, trimming, fertilizing, and watering of the yard. Each unit owner shall be responsible, at his sole expense, to paint the window frames and soffits of his unit, and to maintain, repair or replace rain gutters and drain pipes serving such owner's unit. No trees or large plants shall be planted by any unit owner. Each unit owner shall be responsible at his sole expense to install and maintain a storm door and garage door which is compatible with those in the complex. Each unit owner shall be responsible to maintain the back of their unit to include decks and patios, windows, soffits, rain gutters and drain pipes so that the appearance is satisfactory when visible to other units.

(5)

Any changes to the exterior of a particular unit must be approved by the Control Committee. If a unit owner desires to change the exterior of a particular unit, they must file a petition, in writing, to the Control Committee for approval of that change. Once the Control Committee has had the opportunity review the proposal, it will make a determination as to whether to accept or reject the unit owner's proposal. The Control Committee's acceptance or rejection of a proposed change is in its sole and absolute discretion. Approval or rejection of a proposed change shall be submitted to the unit owner, in writing, within a reasonable time of that unit owner's submitted proposal.

(6)

No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be placed or used on any site at any time as a residence or for any other purpose either temporarily or permanently. Provided, however, storage sheds may be allowed only in the back yard of a unit and only if the height thereof does not exceed six (6) feet. No building material shall be stored on any site for a period of longer than ninety (90) days unless substantial construction is actually in progress, such construction having been previously approved by the Control Committee.

(7)

No animals, livestock, goats, swine or poultry shall be raised, bred or kept for any purpose. One (1) pet, such as a small dog or cat, shall be permitted provided the same are kept under control at all times. No dog shall exceed the maximum allowable weight of 40 pounds. No breeding kennel shall at anytime be permitted on the premise.

(8)

No portion of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage, and other wastes. Trash, garbage and other wastes shall be kept in sanitary containers. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and properly screened so that the same is visible from the street or by adjoining owners. No open fire shall be permitted or incineration of trash or garbage.

(9)

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owner of any other portion of the District.

(10)

All fences, if permitted, must be first approved by the Control Committee. Any fence that is permitted shall be of new construction and the approval of the Control Committee must be first obtained. Improvements to, or maintenance, repairs, and replacement of, end

fences and gates shall be the responsibility of the District. Improvements to, or maintenance, repair and replacement of, fences and gates which extend from a unit shall be the responsibility of the owner of such unit.

(11)

No sign of any kind shall be displayed to the public view on any site except once professional sign of not more than five square feet advertising the property for sale, or rent, or signs used by a realtor to advertise the property during the sales period. If the owner of a unit should rent his unit and the renters carry on any activity which is in violation of these covenants, then the Control Committee shall have the right to give notice to the owner of the property and direct the owner of the property to remove said renters as soon as the same can legally be done.

(12)

There shall be no re-subdividing of any site in the District. Any such attempt to subdivide shall be void.

(13)

No motorcycles and no motor bikes shall be permitted or maintained in said District. No bicycles, snowmobiles, 4-wheelers, RV's, 5th wheels, boats, trailers, etc. or other recreational vehicles or commercial vehicles shall be parked outside the residential units of the Highland Townhouse streets except when in use. Overnight parking will not be permitted beyond a 48-hour limit.

(14)

The Control Committee shall have the right to vary the limitations provided by these restrictions and covenants and shall have the right to enforce these covenants.

(15)

When the owner of a unit, his heirs or assigns, desires to sell his unit, the remaining unit owners within the District shall have the first right of refusal to purchase that owner's unit. The first right of refusal process shall be as follows:

- (A) Once a unit owner receives a written offer for the purchase of such unit from a third party, he shall notify the Control Committee in writing of such offer and of his desire to accept the offer. Notification to the Control Committee shall include the name of the prospective third party buyer and the terms and conditions of the offer made.
- (B) The Control Committee shall then notify all current unit owners of the written notice it received from the unit owner desiring to sell his unit. Such notice shall include the name

of the prospective third party buyer and the terms and conditions of the offer made.

- (C) Once the unit owners have received notice, they shall have the first right of refusal to purchase such unit upon the same terms and conditions offered by the third party.
- (D) If a unit owner elects to exercise his/her right to purchase, that owner shall do so by delivering written notice to the Control Committee, and to the owner desiring to sell his/her unit. The unit owner must elect to exercise his/her right to purchase within (10) days after that owner's receipt of a copy from the Control Committee of the notice it received from the unit owner desiring to sell his/her unit.
- (E) If there is a change in any of the terms and conditions of the sale between the unit owner and such third party purchaser, steps (A) through (D) described above shall again be followed.

In the event more than one unit owner provides notice of intent to exercise the right to purchase, the first unit owner to provide notice to the Control Committee and the selling unit owner of the intent to purchase will have the first right to purchase the unit in question.

In the event there are no unit owners who desire to exercise the right to purchase, the unit owner desiring to sell his unit shall be free to sell his unit to such third party upon the same terms and conditions offered to the other unit owners.

(16)

Easements and rights of way of record are hereby reserved in this District for poles, wires, pipes and conduits for heating, lighting, electricity, gas, telephones, sewer, water or other public or quasi public utility services purposes, together with the right of ingress or egress at any time for the purpose of further construction and repair.

(17)

These restrictions and covenants may be amended or altered at any time upon the approval of the owner or owners of sixty-six and two thirds percent (66 2/3%) of the units in said District.

(18)

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants were originally recorded, January 19, 1978, after which time, said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by sixty-six and two thirds percent (66 2/3%) of the then owners of the units has been recorded, agreeing to change said covenants in whole or in part.

(19)

All streets within the District are to be maintained, improved and repaired when necessary by all site owners on an equal share-of-the-cost basis, unless such maintenance is provided by the City of Sheridan.

(20)

All new utilities in the District will be placed underground. The utility company will provide for the installation of the utilities to a point adjacent to each unit. The owner of each unit shall be responsible for installing the utilities on their unit, said installation to be at the cost of the owner of said unit.

(21)

No property owner shall place upon his premises, swimming pool filter tanks or similar tanks which may be visible from the street. All tanks must be enclosed or otherwise appropriately screened so that they will not be visible from the street or from adjoining units. Protective enclosures to screen the above must be approved by the Control Committee as a part of the plans for the improvements to be located on the property. No radio or TV antennae shall be erected.

(22)

Only new interior construction will be allowed; no exterior construction shall be permitted, unless approval has been given under the procedure outlined in Declaration (5). The option to re-roof a unit is not considered exterior construction and therefore does not require approval as outlined under Declaration (5). However, a unit owner is restricted to the use of fiberglass asphalt shingles, the color of which should be comparable to the color of existing shingles in the subdivision. The requirement for the use of asphalt shingles is meant to restrict the use of any other type of roofing material.

(23)

The Control Committee shall have the sole and exclusive right and authority to determine compliance with the covenants contained herein and allocate and assess the costs for the improvements, maintenance and repair of all common areas, and assess the expenses for yard care, snow removal and so on. Upon the violation of any covenant, or upon the failure to pay any assessments, written notice of such violation or failure shall be delivered to the violator who shall have ten (10) days after receipt of said notice to correct the violation or pay the assessment due. If said violation is not so corrected or payment is not made, the Control Committee may re-enter and take possession of the violator's premises and correct the violation. In addition, liquidated damages may be assessed against the violator at a rate of \$50.00 per day for each day the violation continues after the above-stated ten day period expires. In the event suit is required to collect any sums due, or to enjoin the violation of any of the covenants contained herein the violator, in addition to any of the other penalties provided herein or which may be assessed by a Court, shall be liable for all attorney's fees and costs incurred by the Control Committee in bringing such action.

(24)

All assessments for common expenses, including, but not limited to, expenses for maintenance, painting of the exterior of the buildings, yard care, watering, mowing of lawns, snow removal, repair of sewer and water lines, gas and electricity, water, sewer, garbage collection, cable television service, and any other expense that may be assessed to the units as an assessment for common expenses, shall constitute a lien against each unit in favor of the Highland Townhouses Residential District, which lien shall be prior to all other liens except assessments, liens, and charges for taxes past due and unpaid on the unit. Said assessments and expenses attributable to each unit and represented in the usual quarterly maintenance charge shall become effective as a lien against each such unit on the first day of each month. Additional or added assessments, charges, and expenses, if any, chargeable to units and not covered by the usual quarterly assessment shall become effective as a lien against each unit as of the date when the expense or charge giving rise to such additional or added assessment remains unpaid by the owner for more than ten (10) days after the same shall have become due and payable. The lien may be foreclosed by the Control Committee in any manner provided by law for the foreclosure and sale of real estate mortgages, including by power of sale, and in the event of foreclosure, the Control Committee shall, in addition to the amount due, be entitled to recover reasonable expenses of the action, including costs and attorney's fees. The right of the Control Committee to foreclose the lien aforesaid shall be in addition to any other remedy which may be available to it at law or equity, or as provided in the Declaration of Protective Covenants for the collection of any assessments, including the right to proceed personally against any delinquent owner for the recovery of a personal judgment against him.

The title acquired by any purchaser following any such foreclosure sale shall be subject to all the provisions of this instrument, the Declaration of Protective Covenants, and the Articles of Incorporation and By-Laws of the Highland Townhouses Residential District.

(25)

Upon the sale, conveyance, or other lawful transfer of title to a unit, whether voluntary or involuntary, all unpaid assessments, charges, and expenses chargeable thereto shall first be paid to the Highland Townhouses Residential District out of the sale price, or shall be paid by the acquirer in preference to any other assessments or charges, of whatever nature, except municipal assessments, liens, and charges for taxes past due and unpaid on the unit.

(26)

The acquirer of title to a unit, whether by voluntary or involuntary transfer, shall be jointly and severally liable with his predecessor in title thereto for any assessments, charges, and expenses owing by the latter to the Residential District as of the time of the transfer of title, without prejudice to the acquirer's right to recover from his predecessor in title the amount paid by him (acquirer) as such joint debtor.

(27)

The units within Highland Townhouse Residential District ("District") are designated as Housing for Older Persons. This designation restricts the occupancy of units located within the District to persons over the age of 55 years of age or older. This restriction is meant to comply with the Department of Housing and Urban Development's Housing for Older Persons Act of 1995 ("Act"). Under the Act, the District has the authority to decline to permit any persons under the age of 55 from occupying any of its units, as long as at least eighty percent (80%) of the occupied units are occupied by one person 55 years of age or older. Although the District restricts the occupation of its units to those persons over the age of 55, it can make exceptions to this requirement as long as an exception does not interfere with the requirement that eighty percent (80%) of the units are occupied by one person 55 years of age or older. Exceptions for persons under the age of 55 can be made for ownership, rental or occupation of a unit. In the event an exception to the occupation limitation is sought, that person must submit, in writing, a request for an exception to the Control Committee. If, upon having reviewed the request, the Control Committee determines that the exception would not disrupt the intent of this provision, an exception may be granted.

(28)

In the event any one of the covenants or restrictions contained herein is invalidated by a Judgment or Court Order, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 4th day of FEB, 2008.

CONTROL COMMITTEE:

Doel Young
President

STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Doel Young on behalf of Highland Townhouses Residential District, who appeared before and was personally known to me, and was by me duly sworn and upon oath represented that he was the President of Highland Townhouses Residential District, that this instrument was signed on behalf of said District by their authority, and that the officer who executed this instrument executed the same as the free act and deed of said Highland Townhouses Residential District, this 4th day of February, 2008.

WITNESS my hand and official seal.



Melissa Mosser
Notary Public

My Commission expires: 12.7.11