

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

FIRST AMENDMENT TO DECLARATION OF PROTECTIVE
COVENANTS FOR HIGHLAND TOWNHOUSES RESIDENTIAL DISTRICT

First Amendment, made JUNE 16, 1986 to 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.

WITNESSETH THAT:

WHEREAS, the Declaration of Protective Covenants for Highland Townhouses Residential District made the 13th day of January, 1978 provides at 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; and

WHEREAS, said owners desire to amend the Declaration of Protective Covenants to provide that assessments and charges for all common expenses including, but not limited to, costs of improvements, maintenance, repair of all common areas, gas, lights, water, sewer, garbage collection, cable television service, and other common expenses shall constitute a lien against each unit in favor of the Highland Townhouses Residential District, and in preference to any other liens or charges against said units; and

WHEREAS, seventy-five percent (75%) of the owners of the units in said District have approved the amendment of said covenants; and

WHEREAS, in furtherance of this purpose, this First Amendment to the Declaration of Protective Covenants for Highland Townhouses Residential District is made;

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 said Declaration of Protective Covenants by adding the following additional provisions as Paragraphs 26, 27, and 28 thereof:

- (26) 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 item 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.

- (27) 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.
- (28) 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.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 16 day of June, 1986.

CONTROL COMMITTEE:

Robert A. Kauffman
President

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me by Robert A. Kauffman 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 on behalf of said District acknowledged this instrument to be the free act and deed of said Highland Townhouses Residential District, this 16th day of June, 1986.

WITNESS my hand and official seal.

Mikaelena Harris Olson
Notary Public

My Commission expires: May 2, 1989

