



**HIGHLAND TOWNHOUSES RESIDENTIAL DISTRICT
SHERIDAN, WYOMING**

**SECOND AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR
HIGHLAND TOWNHOUSES RESIDENTIAL DISTRICT**

This Second Amendment to the Amended and Restated Declaration of Protective Covenants for Highland Townhouses Residential District is made effective June 14, 2018, amending a portion of the Declaration of Protective Covenants for Highland Townhouses Residential District, as amended and restated on February 4, 2008 and recorded in the office of the Sheridan County, Wyoming Clerk and Recorder on February 4, 2008, in Book 493, at Page 154, and as amended on March 11, 2015 and recorded in the office of the of the Sheridan County, Wyoming Clerk and Recorder on March 12, 2015, in Book 552, at Page 260 ("the Covenants").

RECITALS

A. Paragraph 17 of the original Covenants provides that the restrictions and covenants set forth therein may be amended or altered at any time upon the approval of the owners of sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of the units in the District.

B. The owners desire to amend and addend certain provisions of the Covenants.

C. More than sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of the owners of the units in the District have approved the following changes to the Covenants.

DECLARATION

The owners of more than sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of the units in the Highland Townhouses Residential District, by resolution and pursuant to Paragraph 17 of the Covenants, hereby amend the Covenants as follows.

1. The third sentence of Section 5 is deleted in its entirety, and the following third sentence is substituted therefore:

Once the Control Committee has had the opportunity to review the proposal, it will make a determination as to whether to accept or reject the unit owner's proposal.

2. The third sentence of Section 8 is deleted in its entirety, and the following third sentence is substituted therefore:

All equipment for storage or disposal of such material shall be kept in a



clean and sanitary condition and property screened so that the same is not visible from the street or by adjoining owners.

3. Section 10 is deleted in its entirety, and the following Section 10 is substituted therefore:

(10)

All fences and gates, if permitted, must be first approved by the Control Committee. Any fence or gate that is permitted shall be of new construction, and the approval of the Control Committee must first be obtained. Improvements to, or maintenance, repairs, and replacement of, all fences and gates shall be the responsibility of the District; provided, however, that any owner who does intentional damage to a fence or gate shall be responsible for the cost of repairing or replacing the damaged fence or gate. Any insurance premiums on fences and gates shall be the responsibility of the District.

4. The first sentence of Section 11 is deleted in its entirety, and the following first sentence is substituted therefore:

No sign of any kind shall be displayed to the public view on any site except one 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.

5. The following sentence is added to the end of Section 19:

Homeowners are responsible for all costs of repairing or replacing driveways, concrete porches, and railings in and on their respective units.

6. The following sentence is added to the end of Section 22:

Homeowners are responsible for all costs of repairing or replacing roofs, gutters, and downspouts on their respective units.

7. Section 23 is amended to replace the figure "\$50.00" with "\$100.00".

8. Section 24 is amended to replace the words "usual quarterly" with "monthly".

9. Section 27 is deleted in its entirety, and the following Section 27 is substituted therefore:

(27)

The units within Highland Townhouse Residential District ("District") are

designated as Housing for Older Persons. This designation qualifies the District for exemption from the Fair Housing Act provision that prohibits discrimination based upon familial status. Housing in the District is limited to persons aged 55 years and older. This restriction also complies 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, contingent upon at least eighty percent (80%) of the occupied units being occupied by at least 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 if the exception does not interfere with the requirement that eighty percent (80%) of the units are occupied by at least 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, contingent upon the occupant signing a statement that he/she has read and will abide by the Covenants. The Control Committee shall, from time to time, adopt policies and criteria for the allowance of exceptions. If 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.

In order to qualify for the "55 or older" housing exemption, a facility or community must satisfy each of the following requirements:

- A) At least 80 percent of the units must have at least one occupant who is 55 years of age or older; and
- B) The facility or community must publish and adhere to policies and procedures that demonstrate the intent to operate as "55 or older" housing; and
- C) The facility or community must comply with HUD's regulatory requirements for age verification of residents.

The Control Committee shall, from time to time, publish policies and procedures to demonstrate the intent to operate as "55 or older" housing, and has the authority to deny occupation to any person whose occupation of a unit would violate the "55 or older" status. Every occupant of a unit is charged with the responsibility to read the Covenants and Amendments thereto, including this Section 27, which shall constitute publication of policies and procedures relative to the "55 and older" status.



10. The following Section 28 is added:

(28)

The lease of any property by an owner, or the occupation of a unit by anyone other than an owner shall be governed by the following rules, requirements, and conditions:

A) Any owner leasing to or otherwise allowing occupation of all or part of a unit to a third party must secure a written verification from such third party that he/she has received a copy of the Covenants, will abide by the Covenants, and will submit to remedies provided for in the Covenants. The form of verification will be provided by the HOA, and will be in substantially the form attached as Exhibit A. It is the owner's responsibility to secure the verification; absent such a verification, the actions of the tenant or occupant will be attributed to the owner, and the owner will be subject to any damages and/or fines arising from the actions or inactions of the tenant or occupant.

B) Any owner who leases all or any part of a unit, or allows a third party to possess the unit, must pay a deposit to the HOA of \$500, or as otherwise determined from time to time by the Control Committee, to be paid to and held by the HOA for the sole purpose of providing the source of damages to be paid in the event of breach or violation of the Covenants by a tenant or occupant. Failure to collect the deposit will not relieve the owner of liability for damages or fines.

C) Any owner who leases or otherwise allows a third party to possess or occupy all or any part of the owner's unit is personally liable for the breach or violation of Covenants by the owner's tenant, invitee or guest.

D) Behavioral violations will trigger remedies immediately after the second written warning is given. Notwithstanding the provisions for the correction of violations or nonpayment, as provided in Section 23, If behavior is in violation of the Covenants, and occurs again after an initial written warning, then the Control Committee will provide a second written notice to the owner and to the tenant or other occupant. Such written notice will state the violation and notify the tenant or occupant that he/she/it has violated the Covenants and must vacate the premises in no less than thirty (30) days.



11. The following Section 29 is added:

(29)

The Control Committee shall enforce the Covenants and address other issues relating to owners and the District as may arise, as authorized in the Articles of Association of Highland Townhouses Residential District ("the Articles").

The membership of the District shall from time to time determine the number of members of the Control Committee, which shall be no less than three (3) and no more than nine (9) members. The selection of members shall be made by majority vote of the membership, with each unit having one vote. The preferred makeup of the Control Committee is one member from each of the five rows in the District, and four at large members. If, however, there is no one from a row who is willing to serve or no one from a row voted in by the membership, that position may remain vacant, or it may be filled by an at-large member voted in by the membership.

In order to comply with the Articles, each member of the Control Committee shall serve a three (3) year term, and those terms shall be staggered. To initiate compliance with the staggered term, at the next District meeting, the names of Control Committee members will be drawn by lot, with the first three assigned three year terms, the next three will serve two year terms, and the remaining members will serve one year terms.

The Control Committee shall have a President, a Vice-President, and a Secretary-Treasurer, as described in the By-Laws, a copy of which is attached as Exhibit B.

The remaining restrictions and covenants as set forth in the Covenants shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 25th day of June, 2018.

CONTROL COMMITTEE
Highland Townhouses Residential District

By: 
Duane Scott Stafford, President



STATE OF WYOMING)
) SS.
County of Sheridan)

The foregoing instrument was acknowledged before me by DUANE SCOTT STAFFORD in his capacity as President of Highland Townhouses Residential District, who appeared before me, and was by me duly sworn and upon oath represented that: 1) he is the President of Highland Townhouses Residential District; 2) to my knowledge, this instrument is signed on behalf of the District; and 3) the officer who executed this instrument did so as the free act and deed on behalf of Highland Townhouses Residential District this 25th day of June, 2018.
WITNESS my hand and official seal.

My Commission Expires:



Notary Public





**HIGHLAND TOWNHOUSES RESIDENTIAL DISTRICT
SHERIDAN, WYOMING**

**SECOND AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR
HIGHLAND TOWNHOUSES RESIDENTIAL DISTRICT**

**EXHIBIT A
VERIFICATION OF TENANT OR OTHER OCCUPANT**

I, _____, am occupying or will occupy the residence at
_____. I have received a copy of
the Covenants and its Amendments effective as of this date. I agree to abide by the
Covenants in every respect. I acknowledge and agree that the Control Committee of
Highland Townhouses Residential District is authorized to terminate my occupation in
the event that I do not abide by the Covenants. This power to terminate is in addition to
any other termination provisions that may exist relative to my occupation of this Unit.

Signature

Date

HIGHLAND TOWNHOUSES RESIDENTIAL DISTRICTBY-LAWS

Recognizing and accepting the "Declaration of Protective Covenants for Highland Townhouses District" prepared by Alton R. Coulter and Marvin Turner dated 1977 and the "Articles of Association of Highland Townhouses Residential District", recorded in the Sheridan County Clerks office on January 19, 1978, the following By-Laws are adopted.

Article 1--Officers

- Sect. 1 The officers of the Association shall be a President, Vice-President, Secretary-Treasurer, and such other officers as may from time to time be elected or appointed by the membership of the Association.
- Sect. 2 These officers will be elected at a meeting of the members of the Association on Oct 17 1979. The President will serve one (1) year. The Vice-President will serve two (2) years; and the Secretary-Treasurer will serve three (3) years; all terms to run from the date of the first official meeting. Thereafter at each annual meeting, the offices becoming vacant shall be filled for a term of three (3) years.
- Sect. 3 The three elected officers of the Highland Townhouses Residential District Association shall serve as the Control Committee with full responsibility for compliance with the sections of the "Protective Covenants" and the "Articles of Organization", assigning powers, duties, and responsibilities to the Control Committee.
- Sect. 4 The President shall preside at all meetings of members of the Association; shall have such other duties as the members may direct; and shall have general supervision over the business and affairs of the Association.
- Sect. 5 The Vice-President shall preside over all meetings of the members of the Association in the absence of the President and shall perform the duties of the President in the event the office of the President is vacant by reason of illness, disability or other incapacity.
- Sect. 6 The Secretary-Treasurer shall act as secretary of the meetings and record all notes and proceedings in a journal and maintain a record of all resolutions presented to the Association. The Treasurer shall have responsibility of the receipt, collection, and deposit of all funds of the Association; the maintenance of bank accounts in such depository banks as may be designated by resolution of the Association.

EXHIBIT

B



Sect. 7 The Secretary-Treasurer may request from members of the Association, a person or persons for assistance in the performance of the duties of the office of Secretary-Treasurer.

Sect. 8 An elected officers term may be terminated for good cause shown by a majority vote of the members of the Association.

Article 2

Sect. 1 These by-laws maybe amended by a vote of 2/3 of the members of the Association.