

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

Alternative

This alternative merely recites that the document incorporates prior amendments but does not point to which recorded amendments. However, it does put a potential purchaser on notice that they may want to review the prior amendments.

This Amended and Restated Declaration is made _____, 20____, amending and restating in its entirety the Declaration of Protective Covenants for Highland Townhouses Residential District dated January 13, 1978, in Book 227, at Page 133, recorded in the office of the Clerk and Recorder of Sheridan, Wyoming and incorporates all prior amendments.

RECITALS

A. The Declaration of Protective Covenants for Highland Townhouses Residential District made the 13th day of January, 1978, and as amended by the Amended and Restated Declaration of Protective Covenants for Highland Townhouses Residential District dated February 4, 2008, in Book 493, at Page 154, recorded in the office of the Clerk and Recorder of Sheridan, Wyoming, provides in paragraph 17 that the covenants may be amended upon approval of the owner or owners of 66.2/3% 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. Sixty-six and two-thirds (66 2/3%) of the owners of the units in the District have approved the amendment and restatement of said covenants; and

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

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 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 (3) and no more than nine (9) 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 drainpipes 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 drainpipes 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 to 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 not 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 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 intentionally 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.

(11)

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. 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 or 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, or his or her heirs or assigns, desires to sell his or her unit, such owner shall notify the Control Committee in writing of such desire. The Control Committee will then notify in writing all other then-current unit owners, such notice to include the written notification received by the Control Committee from the selling unit owner. After delivering such notification to the other then-current unit owners, the Control Committee will have no further responsibility concerning such intended transaction. Any then-current unit owner who may be interested in purchasing such unit may then contact the selling unit owner regarding such interest, but such selling unit owner shall have no obligation to offer such unit for sale to such interested then-current unit owner. As such, no other then-current unit owner shall have any granted

right, whether a first right of refusal, as option, or otherwise, to purchase such unit.

(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 restriction 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 the site owners on an equal share-of-the-cost basis, unless such maintenance is provided by the City of Sheridan. Homeowners are responsible for all costs of repairing or replacing driveways, concrete porches, and railings in and on their respective units.

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

(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 \$100.00 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 liens except assessments, liens, and ^{charges} ~~changes~~ for taxes past due and unpaid on the unit. Said assessments and expenses attributable

to each unit and represented in the monthly 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 monthly 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 of 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 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 the title the amount paid by him (acquirer) as such joint debtor.

(27)

The units within Highland Townhouses Residential District ("District") are designed as Housing for Older Persons. This designation qualified 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%) if 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.

(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.

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 has violated the Covenants and must vacate the premises in no less than thirty (30) days.

(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 original Declaration of Protective Covenants for Highland Townhouses Residential District made the 13th day of January 1978, shall continue in full force and effect. This Amendment and Restatement has been approved by 66 2/3% of unit owners as shown by their signatures contained in the addendum attached hereto as Exhibit B.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 12 day of December, 2019.

CONTROL COMMITTEE:
Highland Townhouses Residential District
By: Harry E. Ilsley
Harry E. Ilsley, Vice President,
Acting President

STATE OF WYOMING)
)SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by HARRY ILSLEY in his capacity as President of Highland Townhouses Residential District, who appeared before me, and was by me duly sworn and upon oath represents 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 12 day of DECEMBER, 20 19.

WITNESS my hand and official seal.

Kristin Herbst
Notary Public

My Commission Expires:



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

Exhibit B: Owner Addendum
Addendum to Restatement

This Addendum is hereby attached to and made part of that certain *Amended and Restated Declaration made _____, 20____, (the "Restatement") amended and restating in its entirety the Declaration of Protective Covenants for Highland Townhouses Residential District dated January 13, 1978, in Book 227, at Page 133, recorded in the office of the Clerk and Recorder of Sheridan, Wyoming.*

The following owners of units in the Highland Townhouses Residential District hereby approve the Restatement in its entirety and authorize its recordation in the office of the Clerk and Recorder of Sheridan, Wyoming.

Dorothy Goodwin
Dorothy Goodwin, 1408 Burton Street

Connie Zempel
Connie Zempel, 1416 Burton Street

Trish Coffeen
Trish Coffeen, 1428 Burton Street

Margaret Carlton
Larry & Margaret Carlton, 1436 Burton Street

Harry & Correne Ilsley
Harry & Correne Ilsley, 1448 Burton Street

Nancy A. Huckfeldt
Nancy Huckfeldt, 1456 Burton Street

Renea Parker
Renea Parker, 1407 Easy Street

John Hornbeck, 1408 Easy Street

Kathleen D. Smith
Kathleen Smith, 1415 Easy Street

Debra K. Clemens
Debra Clemens, 1416 Easy Street

Ken & Kathy Zobel
Ken & Kathy Zobel, 1427 Easy Street

Susan Kelly, 1428 Easy Street



Rob Forster



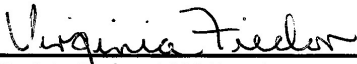
Rob Forster

Memorial Hospital, 1435 Easy Street (Rob Forster)

Memorial Hospital, 1447 Easy Street (Rob Forster)



Cyndee Jacobson, 1436 Easy Street



Virginia Fiedor, 1448 Easy Street

Jason Lonabaugh, 1455 Easy Street



Pat & JoAnn Hayworth, 1456 Easy Street

Carolyn Griffith, 1407 Avon Street

Jackie Perry, 1415 Avon Street



Marcys Schmaus, 1427 Avon Street

Marcys Schmaus, 1435 Avon Street



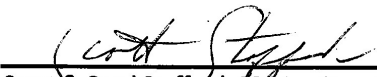
Chris Thompson, 1447 Avon Street



Virginia Cooper, 1455 Avon Street

Elfreda Hemingway, 810 Joy Street

Bighorn Design Homes< LLC, 814 Joy Street (PJ Treide)



Scott & Caryl Stafford, 828 Joy Street



Patty Martin, 888 Joy Street



Noel Young, 852 Joy Street

Kathleen McGough
Kathleen McGough, 856 Joy Street