

**SHILOH ADDITION SUBDIVISION
JOHNSON COUNTY, WYOMING**

**FIRST AMENDMENT TO THE GENERAL DECLARATION OF RESIDENTIAL
CONDITIONS, COVENANTS AND RESTRICTIONS OF SHILOH ADDITION TO THE
CITY OF BUFFALO, PHASE 1 AND 2**

THIS FIRST AMENDMENT to the General Declaration of Residential Conditions, Covenants and Restrictions of the Shiloh Addition to the City of Buffalo, Phase 1 and 2, (hereinafter "DCCRs"), is made on this date by the owners of two-thirds of the lots within the development, and shall provide as follows:

WITNESSETH:

WHEREAS, the Developer recorded DCCRs for the Shiloh Addition Subdivision on May 23rd, 2006, in Book 86A-61, Pages 89 - 106, and on March 22nd, 2007, in Book 86A-63, Page 443, in the land records of the Johnson County Clerk and Ex-Officio Registrar of Deeds; and

WHEREAS, the Developer set forth in the DCCRs is Shiloh Investments, LLC, a Wyoming Limited Liability Company; and

WHEREAS, the Shiloh Addition Homeowners Association, (hereinafter "HOA"), is a Wyoming Non-profit Corporation responsible for the management and enforcement of the DCCRs pursuant to Section 7.1 of Article VII of the DCCRs; and

WHEREAS, the HOA, at a meeting duly called for this purpose did vote in favor of this First Amendment, which votes did constitute two-thirds of the lots in the subdivision; and

WHEREAS, the HOA, by this instrument, hereby amends the existing covenants for all phases of this development pursuant to Section 8.2 of Article VIII, as set forth herein.

NOW, THEREFORE, Section 7.5 and 7.6 of Article VII, and Section 10.4 and 10.8 of Article X, of the DCCRs are hereby amended as follows:

ARTICLE VII

Homeowners Association

Section 7.5 *Assessments and Penalties* as a Lien: Any general or special assessment, *or penalty* levied as set forth in these CCR's shall become a lien on the affected real estate as soon as such assessment *or penalty* is due and payable as set forth above. In the event any owner fails to pay the assessment *or penalty* when due, then the assessment *or penalty* shall bear interest at 18% per annum, or the maximum legal rate permitted by the state of Wyoming, whichever is lesser, from the date when such assessment *or penalty* is due until it is paid in full.

STATE OF WYOMING }
COUNTY OF JOHNSON } SS Doc Number: 116581
This instrument was Filed for record on 12/20/2011 at 10:07 AM
and was duly recorded in book: 86A-74 page: 125 - 127 fees: 115.00
Johnson County Clerk
By Jane Can, Deputy

Section 7.6 Delinquent Assessments **and Penalties**: Forty-five (45) days after the date any such assessment **or penalty** has been fixed and levied, the assessment **or penalty**, if not paid, shall become delinquent and the payment of both principal and interest may be enforced as a valid lien on the affected real estate, and a notice of such lien may be filed with the County Clerk for Johnson County, Wyoming and exclusive venue shall be in Johnson County District Court, State of Wyoming. It shall be the duty of the Board of Directors of the Association, as provided below, to bring actions to enforce such liens before they expire. The Association, in its discretion, may file certificates of nonpayment of assessments **or penalties** with Johnson County Clerk whenever such assessments **or penalties** are delinquent. For each certificate so filed, or for any lien so filed, the Association shall be entitled to collect from the owner or owners of the property described in such certificate or lien a late fee of two hundred and fifty dollars (\$250) which fee is declared to be a lien on the affected real estate, and shall be collectible in the same manner as the original assessment **or penalty** provided for in these CCR's. Any such lien shall continue for a period of two (2) years from the date of delinquency and no longer, unless within such time period legal proceedings shall be instituted to collect such assessments, in which event the lien shall continue until the termination of the legal proceedings, and the sale of the property under the execution of the judgment establishing the same. In the event legal proceedings are commenced to collect any such **delinquent assessments, assessed penalties or lien**, or if the services of an attorney are retained by the Association in connection therewith, the non-paying owner or owners shall be obligated to pay all costs incurred, plus reasonable attorney fees, which costs and fees shall become a portion of the assessments **or penalty** and may be foreclosed on in the same manner as the assessment **or penalty** as provided above.

ARTICLE X

General Provisions

Section 10.4 Enforcement: The Developer, the ACC, the Association, and the City of Buffalo shall have the right, but not the obligation, to commence and maintain actions for damages, or to restrain and enjoin, **or to issue a penalty fee for** any actual or threatened breach of any provision of these CCR's (**as set forth in Section 10.8**). If the Developer, the ACC, the Association, or the City of Buffalo determines that there is a breach or violation of any of the provisions of these CCR's and fails to act with respect thereto within thirty (30) days after written demand by any owner to take such action, then neither the Developer, the ACC, the Association, nor the City of Buffalo shall have any liability whatsoever which may arise out of or in connection with the failure to so act and any owner shall then have the same rights to enforce the provisions of these CCR's. The prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorney's fees and costs together with any other fees, expenses or costs incurred in enforcing these CCR's.

Section 10.8 Owner's Compliance: Each owner, tenant, or occupant of a lot shall comply with the provisions of these CCR's, as amended from time to time, and failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action to recover sums due, for damage, for injunctive relief, or for other relief. **The Board of Directors may issue a penalty fee of \$100 per month that the owner is not in compliance with these CCR's. The penalty fee**

shall become a lien on the affected property pursuant to Section 7.5 and 7.6. Each owner, tenant, or occupant of a lot shall also comply with all applicable laws, statutes, ordinances and regulations, and shall defend, indemnify, and hold harmless the Developer, the ACC, and the Association, as the case may be, from any loss, claim liability or expense, including attorney's fees, arising out of or in connection with its failure to comply therewith or with the provisions of these CCR's.

End of amendment.

FURTHERMORE, the amendments set forth herein shall be effective and binding upon members of the association upon the recording of this First Amendment in the office of the county clerk. Those provisions of the original DCCRs not otherwise amended herein shall retain their full force and effect.

IN WITNESS WHEREOF, the Shiloh Addition Homeowners Association, has caused this instrument to be executed on this 7 day of October, 2011.

Shiloh Addition Homeowners Association

By: Michael Ryan
Title: President

ACKNOWLEDGEMENT

STATE OF Wyoming)
)
COUNTY OF Johnson)

The foregoing was acknowledged before me on this 6 day of October, 2011, by Michael Ryan, who represented that he/she is the President of the Shiloh Addition Homeowners Association, and that the same is free and voluntary act of the Wyoming Non-profit Corporation.

Witness my hand and official seal.

Katherine A Keeler
Notary Public

My Commission Expires: April 13, 2015

