

Second Amendment and Addition of Lots To the Declaration of Protective Covenants Saddle Ridge Subdivision (New Phases)

FIRST AMERICAN 3614909

KNOW ALL MEN BY THESE PRESENTS, that WJE, LLC, a Wyoming Limited Liability Company (hereinafter "Grantor" or "Declarant"), as the Owner and Declarant of the following described lands in Saddle Ridge Subdivision, in conjunction with GB Builders, Inc. and Crowcreek Homes, Ilc, as current owners of a portion of the lots in the Saddle Ridge Subdivision, a Subdivision developed by the Grantor and located in Laramie County, Wyoming, as the same is more particularly described to wit:

Lots 1-20 Block 2, Lots 1-37 Block 3, Lots 1-11 Block 4, Lots 1-20 Block 5, Lots 1-20 Block 7, Saddle Ridge 13th Filing. Lots 2-7 Block ONE, Saddle Ridge 14th Filing, Lots 1-14 Block 1, Saddle Ridge 15th Filing.

WHEREAS, Declarant did execute on November 6, 2017 and then cause to be recorded on November 6, 2017 that certain "Declaration of Protective Covenants, Saddle Ridge Subdivision (New Phases)" as recorded on November 6, 2017 at Book 2564, Page 902 (Reception No. 719437) in the records of the ex officio recorder and County Clerk of Laramie County, Wyoming (hereinafter "Declaration of Protective Covenants").

WHEREAS, Declarant did execute and cause to be recorded on February 26, 2018 [erroneously dated 2017 in the notary block] that certain "First Amendment and Addition of Lots to the Declaration of Protective Covenants, Saddle Ridge Subdivision (New Phases)" as recorded on February 26, 2018 at Book 2576, Page 414 (Reception No. 725782) in the records of the ex officio recorder and County Clerk of Laramie County, Wyoming (hereinafter "First Amendment").

NOW THEREFORE, Pursuant to the power reserved to WJE, LLC to amend the protective covenants as long as the original intent and protection provided in the original covenants is not diminished, WJE, LLC does hereby declare covenant, agree, and make the following Second Amendment and Addition of Lots (hereinafter "Second Amendment") to the Declaration of Protective Covenants, as to the limitations and restrictions of use to which the Lots which are within Saddle Ridge Subdivision ("the Subdivision") may be put:

The following lots being owned by WJE, LLC, a Wyoming limited liability company, are hereby added to the Declaration of Protective Covenants and Amendments:

Lots 1-20 Block 2, Lots 1-37 Block 3, Lots 1-11 Block 4, Lots 1-20 Block 5, Lots 1-20 Block 7, Saddle Ridge 13th Filing. Lots 2-7 Block ONE, Saddle Ridge 14th Filing. Lots 1-14 Block 1. Saddle Ridge 15th Filing.



Electronically Recorded Document

File # 3614909

The attached document was recorded on your behalf by First American Title Company via our electronic recording process.

Thank you for allowing First American Title Company to record your documents.

Recorded Date/Time: 12/04/2020 12:00:00 AM

Instrument Number: 796238

Book: 2708

Page: 356

No Of Pages: 4

County/State: Laramie/WY

Borrower/Buyer: NA Dream Weaver LLC

Document Type: Miscellaneous

Document Seq: 1

Second Amendment and Addition of Lots To the Declaration of Protective Covenants Saddle Ridge Subdivision (New Phases)

FIRST AMERICAN
3614909

KNOW ALL MEN BY THESE PRESENTS, that WJE, LLC, a Wyoming Limited Liability Company (hereinafter "Grantor" or "Declarant"), as the Owner and Declarant of the following described lands in Saddle Ridge Subdivision, in conjunction with GB Builders, Inc. and Crowcreek Homes, Ilc, as current owners of a portion of the lots in the Saddle Ridge Subdivision, a Subdivision developed by the Grantor and located in Laramie County, Wyoming, as the same is more particularly described to wit:

Lots 1-20 Block 2, Lots 1-37 Block 3, Lots 1-11 Block 4, Lots 1-20 Block 5, Lots 1-20 Block 7, Saddle Ridge 13th Filing. Lots 2-7 Block ONE, Saddle Ridge 14th Filing. Lots 1-14 Block 1, Saddle Ridge 15th Filing.

WHEREAS, Declarant did execute on November 6, 2017 and then cause to be recorded on November 6, 2017 that certain "Declaration of Protective Covenants, Saddle Ridge Subdivision (New Phases)" as recorded on November 6, 2017 at Book 2564, Page 902 (Reception No. 719437) in the records of the ex officio recorder and County Clerk of Laramie County, Wyoming (hereinafter "Declaration of Protective Covenants").

WHEREAS, Declarant did execute and cause to be recorded on February 26, 2018 [erroneously dated 2017 in the notary block] that certain "First Amendment and Addition of Lots to the Declaration of Protective Covenants, Saddle Ridge Subdivision (New Phases)" as recorded on February 26, 2018 at Book 2576, Page 414 (Reception No. 725782) in the records of the ex officio recorder and County Clerk of Laramie County, Wyoming (hereinafter "First Amendment").

NOW THEREFORE, Pursuant to the power reserved to WJE, LLC to amend the protective covenants as long as the original intent and protection provided in the original covenants is not diminished, WJE, LLC does hereby declare covenant, agree, and make the following Second Amendment and Addition of Lots (hereinafter "Second Amendment") to the Declaration of Protective Covenants, as to the limitations and restrictions of use to which the Lots which are within Saddle Ridge Subdivision ("the Subdivision") may be put:

A. The following lots being owned by WJE, LLC, a Wyoming limited liability company, are hereby added to the Declaration of Protective Covenants and Amendments:

Lots 1-20 Block 2, Lots 1-37 Block 3, Lots 1-11 Block 4, Lots 1-20 Block 5, Lots 1-20 Block 7, Saddle Ridge 13th Filing. Lots 2-7 Block ONE, Saddle Ridge 14th Filing. Lots 1-14 Block 1, Saddle Ridge 15th Filing.

B. The Declaration of Protective Covenants at page 5-6 (page 5 and 6 of 14 as recorded) entitled "ARCHITECTURAL DESIGN GUIDELINES," is amended by including the following language:

"Any and all structures constructed within the Saddle Ridge Subdivision 13th, 14th, or 15th Filing shall not exceed the height of a standard, ordinary, typical two story above grade design. Certain variances may be granted by Architectural Control Committee where deemed appropriate at the Committee's sole discretion. Windmills and/or turbines are not permitted within the Saddle Ridge Subdivision, 13th, 14th, or 15th Filing."

C. The Declaration of Protective Covenants at page 7 (page 7 of 14 as recorded) entitled "SITE GRADES," is amended by including the following language:

"On Lots 1-7 Block 2, and Lots 1-19 Block 3, Saddle Ridge 13th Filing, there is an existing sloped grade in the back of these lots. The elevations at the top and bottom of the slope and the general overall grades shall not be changed or altered. Any improvements to the slope area (i.e. retaining walls, segmented tiers, reinforced soil sloping, etc.) shall be subject to Architectural Control Committee approval."

"The sloped area of these lots are visible from the surrounding area, as such, no storage of any items, of any kind, and at any time is permitted. Any proposed improvements of any kind require Architectural Control Committee approval and must be maintained in good condition at all times. Ground cover grass and/or plantings are required to be installed and maintained at all times."

D. The Declaration of Protective Covenants at page 5-6 (page 5 and 6 of 14 as recorded) entitled "ARCHITECTURAL DESIGN GUIDELINES," is amended by including the following language:

"Decorative rock or brick placed on the front elevation/facade of the homes is required to be continued/wrapped around the front corners to the sides of the homes at a minimum of 2'. When looking at either side of each home, the decorative rock or brick placed on the front elevation/façade must be continued in a uniform fashion around the front corners to the sides, and the sides must show a minimum of 2' of decorative rock on their front corners."

E. The Declaration of Protective Covenants at page 9 (page 9 of 14 as recorded) entitled "FENCING," is amended by including the following language:

"Front yard fencing shall not exceed 4" in height, and must not be solid and or full/privacy fences. Certain exceptions are granted based on quality of materials and fence style at the sole discretion of the Architectural Control Committee. Visual hail/weather/general damage on front or backyard fencing must be corrected within a 6 month period from the time the damage occurred. All fencing shall be classified as a

landscape improvement, and backyard fencing must be installed within a 6 month period following the date of Certificate of Occupancy issued by the City of Cheyenne."

F. The Declaration of Protective Covenants at page 7 (page 7 of 14 as recorded) entitled "MINIMUM SIZE," is amended by including the following language:

"On Lots 1-20 Block 2, Lots 1-37 Block 3, Lots 1-11 Block 4, Lots 1-20 Block 5, Saddle Ridge 13th Filing, and Lots 2-7 Block ONE, Saddle Ridge 14th Filing, the homes must be built at a minimum of 1600 square feet on their main levels. Certain exceptions may be granted based on quality and characteristics of design at the sole discretion of the Architectural Control Committee.

Except as specifically amended in this Second Amendment, the Declaration of Protective Covenants and First Amendment, remain in full force and effect.

IN WITNESS WHEREOF, WJE, LLC, a Wyoming limited liability company, has signed this Second Amendment on the date set forth in its acknowledgement.

Declarant:
WJE, LLC

By

John M. Edwards, Manager

STATE OF WYOMING
)ss.

COUNTY OF LARAMIE
)

This instrument was acknowledged before me on the day of <u>December</u>, 2020 by John M. Edwards, as Manager of WJE, LLC, and known to me to be a manager of the limited liability company that executed this Second Amendment and Addition of Lots and acknowledged the Second Amendment and Addition of Lots to be the free and voluntary act and deed of the limited liability company, by authority of statute or its Operating Agreement, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute this Second Amendment and Addition of Lots and in fact executed the Second Amendment and Addition of Lots on behalf of the limited liability company.

My Commission Expires: 5-1-2022

Notary Public

///

GB BUILDERS, INC.

,,	
By Macth Bure Garth Buresh, President	
STATE OF WYOMING))ss.
COUNTY OF LARAMIE)
This instrument was acknowledged before me on the day of December, 2020 by Garth Buresh, as President of GB Builders, Inc., and known to me to be the President of the corporation that executed this Second Amendment and Addition of Lots and acknowledged the Second Amendment and Addition of Lots to be the free and voluntary act and deed of the limited liability company, by authority of statute or its Articles, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute this Second Amendment and Addition of Lots and in fact executed the Second Amendment and Addition of Lots on behalf of the corporation.	
My Commission Expires: 51-2022	Julianne Fance Lavola
CROWCREEK-HOMES, LLC	MY COMERSSION EXPRESS 1-2043
Darrel McMullen, Member	
STATE OF WYOMING))ss.
COUNTY OF LARAMIE)
This instrument was acknowledged before me on the 3 day of Levisor, 2020 by Darrel McMullen, as Member of Crowcreek Homes, LLC, and known to me to be a managing member of the limited liability company that executed this Second Amendment and Addition of Lots and acknowledged the Second Amendment and Addition of Lots to be the free and voluntary act and deed of the limited liability company, by authority of statute or its Operating Agreement, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute this Second Amendment and Addition of Lots and in fact executed the Second Amendment and Addition of Lots on behalf of the limited liability company.	

4

My Commission Expires: 5/200