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

KNOW ALL MEN BY THESE PRESENTS, that WJE, LLC, a Wyoming Limited Liability Company (hereinafter "Grantor" or "Declarant"), as the Owner of all the following described lands in Saddle Ridge Subdivision, a Subdivision developed by the undersigned and located in Laramie County, Wyoming, as the same is more particularly described to wit:

Lots 2-6 (inclusive) Block 1; Lots 1-14 (inclusive) Block 2; Lots 1-13 (inclusive) Block 3, Saddle Ridge Subdivision,  $12^{th}$  Filing. (32 Single Family Home Lots)

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").

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 First Amendment and Addition of Lots (hereinafter "First 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:
  - Lots 2-6 (inclusive) Block 1; Lots 1-14 (inclusive) Block 2; Lots 1-13 (inclusive) Block 3, Saddle Ridge Subdivision,  $12^{th}$  Filing. (32 Single Family Home Lots)
- 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 12<sup>th</sup> Filing shall not exceed the height of a standard or ordinary two story above grade design. Certain variances may be granted by Architectural Control Committee where deemed appropriate. Windmills are not permitted within the Saddle Ridge Subdivision, 12<sup>th</sup> 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:

"Lot 6, Block 1, Saddle Ridge Subdivision, 12<sup>th</sup> Filing, has an existing sloped grade in the back of the lot. The elevations at the top and bottom of this slope and the general overall grade shall not be changed or altered without Architectural Control Committee approval. 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 Lot 6, Block 1, Saddle Ridge Subdivision, 12<sup>th</sup> Filing, is 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."

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

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

Declarant: WJE, LLC

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John M. Edwards, Manager

STATE OF WYOMING

)ss.

**COUNTY OF LARAMIE** 

This instrument was acknowledged before me on the day of the limited liability company that executed this First Amendment and Addition of Lots and acknowledged the First 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 First Amendment and Addition of Lots and in fact executed the First Amendment and Addition of Lots on behalf of the limited liability company.

My Commission Expires: 51-2018

COUNTY OF STATE OF MY COMMISSION EXPIRES 5-1-2018