

FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, ("First Amendments") made on the date hereinafter set forth by Charles A. Frederick, Mable F. Frederick, Douglas Frederick, Barbara Frederick, Timothy W. Lewis, Vickie J. Lewis, Mark A. Russ, and Carol A. Russ hereinafter referred to as "Declarants",

WITNESSETH:

Whereas, Declarants are the owners of certain property near the Town of Guernsey, County of Platte, State of Wyoming, which is more particularly described as:

That part of the NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, of Section 34, Township 27 North, Range 66 West of the 6th P.M., Platte County, Wyoming, which is known as the T\ Subdivision, consisting of Lots 1 through 12 (inclusive) as shown on Final Subdivision Plat recorded in the office of the Platte County Clerk Platte County, Wyoming, at Book 1, Page 176, on 6/25/2001;

and that Charles A. Frederick, Mable F. Frederick, Douglas Fredrick and Barbara Fredrick are the current owners of Lots 1, 2, 3, 4, 5, 6, 7, 10, 11, & 12 in the aforementioned subdivision; and that Timothy W. Lewis and Vicki J. Lewis are the owners of Lot 8 in the aforementioned subdivision; and that Mark A. Russ and Carol A. Russ are the owners of Lot 9 in the aforementioned subdivision.

Whereas, the Declarants own one hundred per cent (100%) of all twelve lots in the T\ subdivision and desire to amend the original Declaration of Covenants, conditions, and restrictions for T\ Subdivision that were dated July 17, 2002 and were recorded on July 22, 2002 at Book 367, Page 0605 in the office of the County Clerk, Platte County, Wyoming ("original covenants"). (See Exhibit A for map)

Whereas, the purpose of this FIRST AMENDMENT is to allow commercial use of Lots 1, 2, and 3 ("Commercial Lots") of the T\ Subdivision, consistent with the current Commercial Classification as set forth in the Platte County Zoning Rules and Regulations which are marked as Exhibit B, and attached hereto and incorporated herein by this reference.

Whereas, Declarants furthermore desire and do hereby declare that this First Amendment shall be the sole controlling document for the restrictions and covenants on all twelve lots in the T\ Subdivision and do hereby replace the original covenants in their entirety.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS, AND AGREEMENTS, the Declarants covenant and restrict all twelve lots of the T\ Subdivision as follows:

The above described parcel of land contains 60 acres, more or less, and is now owned and held, subject to all the restrictions, conditions, covenants, charges, and agreements contained in the within First Amendment, and Charles A. Frederick, Mable F. Frederick, Douglas Frederick, Barbara Frederick, Timothy W. Lewis, Vickie J. Lewis, Mark A. Russ, and Carol A. Russ, being the owners of all of said property, do hereby covenant and agree that any subsequent grants of any of said property shall be made subject to the following covenants and restrictions:

A. Residential Lots 4, 5, 6, 7, 8, 9, 10, 11, and 12
("Residential Lots")

1. The purpose of these restrictive covenants is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby to secure to each tract owner the full benefit and enjoyment of his home, with no

greater restriction on the free and undisturbed use of his lot than is necessary to insure the same advantages to the other lot owners.

2. No building whatsoever, except a private single family dwelling house, with the necessary outbuildings, shall be erected, placed, or permitted on the described premises or any part thereof, and such dwelling house permitted on the conveyed premises shall be used as a private residence only.

3. All buildings, constructed on any lot in the above described properties shall be constructed in a good and workmanlike manner and kept in proper repair. The construction of all buildings and structures must be complete within 1.5 years of commencement of such construction and all excess materials and construction debris shall be promptly removed.

4. No mobile home or trailer house shall be allowed or set up on the above described property.

5. All buildings and structures erected or constructed upon any of the lots in the above described properties shall be of new construction. No old buildings shall be moved on to any lot.

6. No basement, tent, shack, garage, barn, or other outbuilding erected on any lot in the above described properties shall at any time be used as a residence, temporarily or permanently, and all residences shall be finished prior to occupancy.

7. The principal dwelling shall have a minimum, fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces, and garage, of one thousand (1,000) square feet; except that where the said principal dwelling is a 1½ or 2 story dwelling, the minimum may be reduced to eight hundred (800) square feet of ground floor area,

providing that the total living area of the 1½ or 2-stories is not less than one thousand, two hundred (1,200) square feet.

8. Sewage shall be disposed of only by and through a septic system of adequate dimension and capacity and of a type approved by the State of Wyoming Department of Public Health. No septic tank or field system shall be nearer than fifty (50) feet to any building plot line except with the consent of the appropriate health officials of the county and state, and no sewage, waste, water, trash, garbage, or other debris shall be emptied, discharged, or permitted to drain into any body of water in or adjacent to the subdivision. No outside toilets or privies shall be permitted on any lot in the subdivision. All outside toilet facilities must be a part of the residence or garage and shall be a modern flush-type and connected with a proper septic tank system.

9. No person owning any lot in the above described properties shall keep, maintain, or allow to be kept on said lot any vehicles in disrepair or without current licenses, any scrap iron or materials saved for future use, or any refuse or junk. Trash, garbage, or other waste shall not be kept except in sanitary containers; all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, suitably screened from view of roadways.

10. No livestock, except horses, shall be allowed or permitted on any lot on the above described premises. Livestock as used herein shall include, but is not limited to, cows, pigs, sheep, goats, llamas, peacocks, emu, and ostrich.

Any horses kept on the above described premises shall be kept in a permanent corral attached to a stable. The corral on any one lot cannot be any larger than 100 feet by 100 feet (100' x 100') or 10,000 square feet.

11. 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 neighborhood.

12. The owner of any lot in the above described properties shall have the right to enforce, by any proceeding at law or in equity, all restrictions and conditions imposed by the provisions of this declaration. The failure of any owner to enforce any restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

13. The invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and affect.

14. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than twenty (20) square feet and not to exceed ten (10) feet in height.

15. Easements and rights of way are hereby reserved in this subdivision for poles, wires, pipes, and conduits for heating, lighting, electricity, gas, telephone, sewer, water, or any other public or quasi-public utility service purposes, together with the right of ingress and egress at any time for the purpose of further construction and repair. The right of ingress and egress for the purpose of further construction shall be restricted to roadway and property lines, where possible.

16. The covenants and restrictions of this declaration shall run with and bind the land, the Declaring, and all person claiming under Declarants for a term of thirty (30) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part. In any event the

covenants and restrictions for Lots 4, 5, 6, 7, 8, 9, 10, 11, and 12 ("Residential Lots") may be amended by a majority of the residential Lot owners. The covenants and restriction for Lots 1, 2, 4 ("Commercial Lots") may be amended by a majority of the commercial lot owners.

B. Commercial Lots 1, 2, and 3 ("Commercial Lots")

1. All buildings, constructed on any lot in the above described properties shall be constructed in a good and workmanlike manner and kept in proper repair. The construction of all buildings and structures must be complete within 1.5 years of commencement of such construction and all excess materials and construction debris shall be promptly removed.

2. All buildings and structures erected or constructed upon any of the lots in the above described properties shall be of new construction. No old buildings shall be moved on to any lot.

3. No livestock, except horses, shall be allowed or permitted on any lot on the above described premises. Livestock as used herein shall include, but is not limited to, cows, pigs, sheep, goats, llamas, peacocks, emu, and ostrich.

Any horses kept on the above described premises shall be kept in a permanent corral attached to a stable. The corral on any one lot cannot be any larger than 100 feet by 100 feet (100' x 100') or 10,000 square feet.

4. The owner of any lot in the above described properties shall have the right to enforce, by any proceeding at law or in equity, all restrictions and conditions imposed by the provisions of this declaration. The failure of any owner to enforce any restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5. The invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and affect.

6. Easements and rights of way are hereby reserved in this subdivision for poles, wires, pipes, and conduits for heating, lighting, electricity, gas, telephone, sewer, water, or any other public or quasi-public utility service purposes, together with the right of ingress and egress at any time for the purpose of further construction and repair. The right of ingress and egress for the purpose of further construction shall be restricted to roadway and property lines, where possible.

7. The owner of any Commercial Lot shall comply with the Rules and Regulations of Platte County (Exhibit B) that are in effect at the time of execution of this First Amendment.

8. The covenants and restrictions of this declaration shall run with and bind the land, the Declaring, and all person claiming under Declarants for a term of thirty (30) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part. In any event the covenants and restrictions for Lots 4, 5, 6, 7, 8, 9, 10, 11, and 12 ("Residential Lots") may be amended by a majority of the residential Lot owners. The covenants and restriction for Lots 1, 2, 3 ("Commercial Lots") may be amended by a majority of the commercial lot owners.

Dated this ____ day of _____, 2016.

Charles A. Frederick

Mable F. Frederick

Douglas Frederick

Barbara Frederick

STATE OF WYOMING)
) SS
COUNTY OF PLATTE)

This foregoing instrument was acknowledged before me by Charles A. Frederick and Mable F. Frederick this ___ day of _____, 2016.

Commission Express _____

Notary

STATE OF WYOMING)
) SS
COUNTY OF PLATTE)

This foregoing instrument was acknowledged before me by Douglas Frederick and Barbara Frederick this ___ day of _____, 2016.

Commission Express _____

Notary

Timothy W. Lewis

Vickie J. Lewis

STATE OF _____)

) SS

COUNTY OF _____)

This foregoing instrument was acknowledged before me by
Timothy W. Lewis and Vickie J. Lewis this ____ day of
_____, 2016.

Commission Express _____

Notary

