



**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR
JORDAN PASTURE**

THIS FIRST AMENDMENT (“Amendment”) to Declaration of Protective Covenants for Jordan Pasture is made this 27th day of July, 2020, by White River Development, Inc., a Wyoming corporation (“Declarant”) to be effective upon the recording thereof in the records of the Clerk of Laramie County on the following described Property:

Tracts 1 through 85 (inclusive), Jordan Pasture Subdivision, First Filing, Laramie County, Wyoming recorded in the offices of the Clerk of Laramie County on 7/18/2019, Book #11, Page #112 (Reception No. 757389), (the “Property” or “Subdivision”).

RECITALS

- A. Except as otherwise stated herein, all terms used herein shall have the same meaning as defined and used in the Declaration, as defined below.
- B. The Declarant executed, and caused to be recorded, the Declaration of Protective Covenants for Jordan Pasture on 9/3/2019, Book #2636, Page #1311 (Reception No. 760690), (the “Declaration”).
- C. As of the date of this Amendment, 80 Tracts of the Subdivision have not been conveyed and therefore the period of Declarant Control has not yet expired.
- D. The undersigned is the Declarant and is exercising its authority under Section 4.6 and Section 9.1(E) in the Declaration to amend the Declaration.
- E. The undersigned Declarant desires to amend, modify, and clarify provisions in the Declaration in the manner set forth below.

NOWHEREFORE, the undersigned Declarant, under the authority given in the Declaration, do publish and declare that the Declaration is hereby amended, modified, and supplemented as set forth hereinafter:

- 1. Section 7.4 of the Declaration is hereby amended so that approval is required for any “entry way accents” and “lawn art.” Further, Section 7.4 is amended to include the following sentence: “The Committee’s approval for any improvement on any Tract shall be at the Committee’s sole and unfettered discretion.”
- 2. Section 7.2 of the Declaration is hereby amended to read as follows: “ The Committee shall review, study, and approve or reject proposed improvements upon Tracts subject to the covenants, restrictions, and general criteria of this Declaration, and in accordance with the Architectural Standards and intent of Covenants.”



3. Section 5.2 of the Declaration is hereby amended to add the following provision:
"E. **Monument Signs and Decorative Entry Way Fencing.** Any and all monumentation and decorative entry way fencing that has been installed for the benefit of the HOA and/or for common use for the Subdivision."
4. Section 8.3 of the Declaration is hereby amended so that the first sentence of Section 8.3 reads as follows: "The Building Envelope's shall be set back to the greatest extent possible but at least one hundred feet (100') from any roadway utility easement."
5. Section 8.22 of the Declaration is hereby amended to include the following:
"There shall be no roadside trash receptacles. All trash receptacles shall be located within the Building Envelope. There shall be no "free for taking" or "for sale" items left at roadways."
6. Section 8.26 of the Declaration is hereby amended so that the fifth sentence of the first paragraph shall read, "Buffalo, swine, and roosters are not permitted on or be kept within the Subdivision."
7. Section 8.4(B)(1) of the Declaration shall be deleted in its entirety and shall be replaced with the following: "One (1) Detached Garage or "Party Barn," limited to three thousand (3000) square feet that may include a "mother-in-law" suite and/or One (1) "green house" limited to three thousand (3000) square feet in size."
8. Section 8.4(B)(2) of the Declaration shall be deleted in its entirety and shall be replaced with the following: "If ONLY one (1) of the structures has been elected to be constructed from the preceding paragraph (Section 8.4(B)(1)), then, in addition to any one structure from the preceding paragraph, the homeowner may elect to construct: One (1) Barn, Stable, or Accessory Building used for equestrian purposes not to exceed eight thousand (8,000) square feet OR a "green house" not to exceed three thousand (3,000) square feet. In no case shall any Tract have two (2) green houses; and,"
9. Section 8.4(B)(6) is hereby amended to include the following sentence: "Home sites with this type of primary structure shall be limited to one additional outbuilding or accessory building."
10. The second paragraph under Section 8.6(B) of the Declaration shall be deleted in its entirety and replaced with the following:
"It is encouraged that the exterior wall finish of each Dwelling and Outbuilding on a Tract be constructed of natural materials, such as approved real wood siding, cement fiber siding, logs and natural or manufactured stone, muted or earth tone colored brick, or stucco type products. The use of manufactured wood fiber type hardboard or pressed board siding is not allowed except for in use in small accent areas and must receive specific approval from the Committee. The style and colors of all Dwellings and Outbuildings, including roofs and chimneys shall harmonize with the natural surroundings, and must be designed to coordinate with the

cannot be of bright, reflective metal, silver or bright colors. The appearance of any flues and chimneys and the materials out of which flues and chimneys shall be constructed, as well as their finished height, must be approved in writing by the Committee. All roofs shall be covered with wooden shake shingles, tile, high-quality asphalt shingles, and shall obtain a minimum 5/12 pitch with at least sixteen inch (16") overhangs. Garishly colored or reflective roofing material shall not be permitted or installed on any Structure. Three-fourths (3/4) of exterior walls of Dwellings on Tracts shall have at least one (1) break in the vertical plane. The color of external materials will generally be subdued to blend with the colors of the natural landscape. Earth tones, generally muted, or off-white are recommended, although occasionally accent colors used judiciously and with restraint may be permitted. Colors shall be harmonious and compatible with colors of other residences on the Properties. Exposed standard grey concrete, concrete blocks, unnatural brick tones, and silver finish aluminum doors and windows shall not be acceptable unless approved by the Architectural Control Committee. No buildings may be covered as exterior finish in sinewave corrugated type metal except for limited architectural accents. Other metal buildings that, through the appearance enhance the environmental surroundings, may be allowed with the approval of the Architectural Control Committee. The Committee may require a require matte finish, textured finish, or patina finish on such metal buildings to reduce reflection or glare and to complement or enhance the overall appearance of the site. Enhanced landscaping may also be required to reduce visibility of large areas of metal siding. No foundations built of wood are allowed."

11. The Declaration is hereby amended to add Section 8.4(B)(7) that reads: "Special Covenants relating to Tracts 10, 11, 12, 13, 14, 15, 16, 18, 61, 64, 65, 66, and 67. Only two Outbuildings or Accessory Structures may be allowed on these Tracts. No Outbuilding or Accessory Structure over 6,000 square feet in size may be allowed on these Tracts. No indoor riding arenas shall be allowed on these Tracts. No Outbuilding or Accessory Structures with eave heights in excess of twelve feet (12') shall be allowed on these Tracts. Steel/Metal products may not be the primary exterior skin on buildings on these Tracts."

12. Section 8.5 of the Declaration is hereby amended to include the following sentence: "No principal or primary dwelling shall be built on Tracts 10, 11, 12, 13, 14, 15, 16, 18, 61, 64, 65, 66, and 67 that contains less than two thousand, four hundred (2,400) square feet of main floor living space for ranch style homes and no less than one thousand, six hundred (1,600) square feet on the first floor of a two-story structure with an overall living space three thousand, two hundred (3,200) square feet for a two-story structure excluding basements, garages, porches, decks, and breezeways."

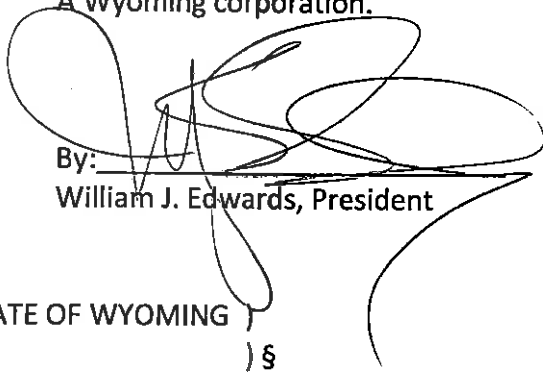
13. Section 12.3 of the Declaration is hereby amended to include the following sentence: "Should the Committee, the Association, or Declarant bring any action against any Tract Owner to enforce any and all provisions contained within these Covenants, and the Committee, Association or Declarant is deemed the prevailing party in such action, then Committee, Association or Declarant shall be awarded its attorney fees and costs and, as applicable, all Costs of Enforcement."



IN WITNESS WHEREOF, the undersigned Declarant, under the authority given in the Declaration, have executed this First Amendment to the Declaration of Protective Covenants for Jordan Pasture on the date set forth above.

DECLARANT:

White River Development, Inc.
A Wyoming corporation.

By: 

William J. Edwards, President

STATE OF WYOMING)
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COUNTY OF LARAMIE)

This instrument was acknowledged before me on the 27th day of July, 2020 by William J. Edwards, as President of White River Development, Inc. and that he executed this First Amendment to the Declaration of Protective Covenants and acknowledged the First Amendment to the Declaration of Protective Covenants to be the free and voluntary act and deed of White River Development, Inc. for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute this First Amendment to the Declaration of Protective Covenants and in fact executed this First Amendment to the Declaration of Protective Covenants on behalf of White River Development, Inc.

WITNESS MY HAND AND OFFICIAL SEAL

My Commission Expires: 5-1-2022




Notary Public