

RECORDED DECEMBER 10, 1982 BK 271 PG 474 NO. 858408 MARGARET LEWIS, COUNTY CLERK

FIRST AMENDMENT

TO DECLARATION OF PROTECTIVE COVENANTS

FOR JEFFRIES DRAW SUBDIVISION

SHERIDAN COUNTY, WYOMING

THIS AMENDMENT OF DECLARATION OF PROTECTIVE COVENANTS made this day by CARROLL REALTY CO., INC., a Wyoming corporation with principal offices in Sheridan, Wyoming, Walter J. Pilch and Olga M. Pilch, Michael R. and Fern D. Leach, W. W. and W. E. Lewis, Sentry Homes, and Roger and Agnes Reich, Dean G. and Patricia B. Fox, hereinafter referred to as Declarant;

WITNESSETH:

WHEREAS, Carroll Realty Co., Inc., Walter J. Pilch and Olga M. Pilch, hereinafter referred to as developer, has heretofore filed in the Office of the County Clerk and Recorder of Sheridan County a Declaration of Protective Covenants for JEFFRIES DRAW SUBDIVISION, Sheridan County, Wyoming, dated October 25, 1979, which Declaration of Protective Covenants was filed October 25, 1979 in Book 243 of Deeds at Page 564; and

WHEREAS, the Declarant desires to add to the covenants matters relating to the domestic and irrigation water source and supply; and

WHEREAS, Declarant is the Owner of all of the lots within said subdivision and pursuant to the aforementioned Declaration is entitled to amend said covenants;

NOW, THEREFORE, the addition of the Declaration Protective Covenants for JEFFRIES DRAW SUBDIVISION is hereby amended as follows:

Domestic Water Supply System:

A. Developer will drill wells in the Jeffries Draw Subdivision to provide a domestic water source and supply to various lots. Each well will serve approximately eight (8) lots. The developer is not responsible for developing any water systems on lots owned by Dean G. and Patricia B. Fox.

B. Each well system includes well casing, a well pump, storage tanks, gravity feed to lots, and is connected to a curb stop at each lot. Lot purchasers shall be responsible for extending water lines from the curb stop to the residence. Water from these multi-resident wells shall be used for in-house domestic purposes only and any other usage is expressly forbidden. Specifically, no water from this domestic supply shall be used for any outside irrigation.

C. Developer guarantees an adequate water supply in each system, based on average household use which is defined as normal in-house domestic use, for a period of one (1) year after the date the eighth user is connected to each system. Said guarantee shall be limited to a period of time that would commence when the first user of each system connected on and would continue for a period not to exceed ten (10) years thereafter, which ever is sooner. This guarantee is limited to an adequate water supply and does not extend to maintenance and repair of the system. Thereafter the resulting lot owners of each system shall be responsible for any failure in the water system.

Irrigation Supply System

A. Easements and rights of way for irrigation pipelines and ditches are reserved on the Plat. Water for irrigation purposes will be delivered to each lot in a non-pressurized pipeline or ditch and each lot owner may develop a pressure system for distribution of irrigation water from the point of delivery to the remainder of his lot.

B. Water supplied through the irrigation system shall come from the Colorado Colony Ditch and shall have an instream supply proportionate to one (1) CFS per seventy (70) acres. Upon depletion of direct flows the developer/Home Owner's Association, can call for reservoir water based on developer stock shares of seven hundred ninety six (796) shares in the Big Horn Reservoir with an acre foot being equivalent to 21.61 shares/Ac. Ft. (total of 36.83 Ac. Ft.). Water supplied in this manner shall be used only for normal lawn, garden, tree, shrubbery and livestock watering purposes, as permitted by these covenants, and shall not be used for any other domestic or other purposes.

Maintenance, Repair and Capital Improvements

A. From the date of closing of the purchase, each lot owner, his successors and assigns, shall be responsible for all costs of maintenance, repair or capital water system in the subdivision. Expenses incurred for such maintenance, repair or improvements shall be prorated equally between the lot owners. Only lot served by a domestic well shall be assessed for the costs of maintenance, repair or capital improvements to the well which services their lot.

B. No capital improvements of either the domestic water supply or the irrigation supply system shall be undertaken until seventy-five (75) percent of the lot owners within the subdivision, or in the case of the domestic supply system, seventy-five (75) percent of the owners of the lots served by the well to be improved, approve and authorize such capital improvements.

C. Until the appointment of the Architectural Control Committee, Developer shall assess each lot owner his proportionate share of the cost of maintenance, repair and improvements. Assessments shall be by written notice directed to the lot owner and payment is due within ten (10) days after receipt of the notice. Failure to pay within said ten (10) days shall result in termination of water service to the delinquent lot and in addition Declarant, its successors and assigns, shall have all rights and remedies provided in the Declaration of Protective Covenants for the JEFFRIES DRAW SUBDIVISION.

All other provisions of the Declaration of Protective Covenants for the Jeffries Draw Subdivision, as set forth in the Declaration filed October 25, 1979 in Book 243 at Page 564, not in conflict with the provisions hereinabove set forth, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto set their hands this

5th day of June, 1982.

JEFFRIES DRAW SUBDIVISION

ATTEST:
Gene D. Canell
Secretary-Carroll Realty Co. Inc.



BY Donald R. Carroll
Don Carroll
President Carroll Realty Co. Inc.

BY Walter J. Pilch
Walter J. Pilch

BY Olga M. Pilch
Olga M. Pilch

BY Michael R. Leach
Michael R. Leach

BY Fern D. Leach
Fern D. Leach

BY E. W. Lewis
E. W. Lewis

BY W. E. Lewis
W. E. Lewis

BY Stanley K. Everett
Sentry Jones
Stanley K. Everett

BY Roger A. Reich
Roger A. Reich

BY Agnes Reich
Agnes Reich

BY Dean G. Fox
Dean G. Fox

BY Patricia B. Fox
Patricia B. Fox

State of Wyoming)
) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me by DONALD R. CARROLL, WALTER J. PILCH, OLGA M. PILCH, MICHAEL R. LEACH, FERN D. LEACH, E. H. LEWIS, W. E. LEWIS, STANLEY K. EVERETT, ROGER A. REICH, AGNES REICH, GEORGE FOX AND PATRICIA B. FOX this 5th day of November, 1982.

NOTARY

WITNESS MY HAND AND OFFICIAL SEAL

My Commission expires June 25, 1983


NOTARY PUBLIC