



2019-752467 9/9/2019 11:25 AM PAGE: 1 OF 2
BOOK: 583 PAGE: 116 FEES: \$15.00 PK AMENDED COVENANTS
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SADDLECREST SUBDIVISION

The undersigned Owners, being the Owners of at least eighty percent (80%) of all Lots within the SaddleCrest Subdivision, hereby establish and declare on behalf of themselves and their respective successors and assigns, the following amendment (the "First Amendment") to those certain Declaration of Covenants, Conditions and Restrictions of SaddleCrest Subdivision, recorded on November 21, 2018, at Book 577, Page 758 of the records of Sheridan County, Wyoming (the "Covenants"). Any capitalized terms used but not defined herein shall have the meaning given to such terms in the Covenants.

Recitals

WHEREAS, an amendment to the Covenants is needed in order to reflect a requirement of the Contingent Water Service Agreement ("CWSA") for the SaddleCrest Subdivision regarding the use of domestic water supplied by the Sheridan Area Water Service Joint Powers Board ("SAWS-JPB"); and

WHEREAS, at least eighty percent (80%) of the Owners of all tracts subject to the Covenants have consented to this amendment to the Covenants in accordance with the Covenants.

Amendment

NOW THEREFORE, the Covenants are amended as follows:

1. SAWS-JPB Usage. Article V, Paragraph 3 of the Covenants is amended and restated in its entirety as follows:

3. SAWS-JPB Usage. Each distinct platted Lot within this Subdivision may use SAWS-JPB water to irrigate a maximum area of up to ten thousand square feet (10,000 sq. feet) immediately adjacent to one primary residence. Domestic water supplied to any Lot within this Subdivision shall be supplied by SAWS-JPB consistent with the terms of a December 5, 2018 Contingent Water Service Agreement, any relevant customer tap agreement with SAWS-JPB, and all applicable SAWS-JPB rules and regulations.

2. Continuing Force and Effect. As of and after the date hereof, each reference in the Covenants to "these Covenants", "hereunder", "hereof", "herein", "hereby" or words of like import referring to the Covenants, shall mean and be a reference to the Covenants, as amended by this First Amendment. The Covenants, as amended by this First Amendment, are hereby adopted, ratified, and confirmed by the Owners of at least eighty percent (80%) of the tracts subject to the



Covenants, and, except as specifically amended by this First Amendment, each term, provision and condition of the Covenants shall survive, remain and continue in full force and effect.

DATED: August 5, 2019.

SADDLECREST, LLC

James M. Spell
 James M. Spell, Manager

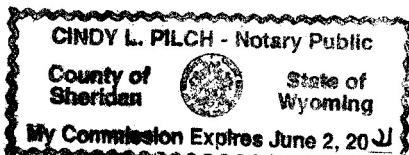
JAMES AND JAYNIE SPELL REVOCABLE
 TRUST, UNDER AGREEMENT DATED THE
 21ST DAY OF SEPTEMBER, 2016

James M. Spell TTEE
 James M. Spell, Trustee

Jaynie K. Spell TTEE
 Jaynie K. Spell, Trustee

STATE OF WYOMING)
) ss:
 COUNTY OF SHERIDAN)

This instrument was signed and acknowledged before me on the 5th day of August, 2019, by James M. Spell as Manager of SaddleCrest, LLC, and by James M. Spell and Jaynie K. Spell as Trustees of the James and Jaynie Spell Revocable Trust, under Agreement dated the 21st day of September, 2016.



Cindy L. Pilch
 Notary Public

My Commission expires: 6-2-2021