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FEES: $18.00 SM AMENDED COVENANTS
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

AMENDMENT TO DECLARATION OF COVENANTS TR VALLEY RANCH SUBDIVISION

THIS AMENDMENT TO DECLARATION OF COVENANTS FOR TR VALLEY RANCH SUBDIVISION is made this 10 day of December, 2020 by LATR, LLC herein the "Declarant".

WHEREAS, the original Declaration of Covenants were recorded May 28, 2020 as Instrument No. 2020-758597; and

WHEREAS, Section 27 of the Declaration of Covenants sets forth that the Declarant shall be the majority member of the HOA until such time as 70% of the lots within the subdivision have had residences constructed on them; and

WHEREAS, the at this time of this filing 70% of the lots within the subdivision have not been sold and do not have residences constructed on them; and

WHEREAS, the Declarant has the authority under the Declaration of Covenants to take action to amend the Covenants as set forth below.

NOW, THEREFORE, the undersigned, being the Declarant, hereby amends the Declaration of Covenants for TR Valley Ranch Subdivision and state the following two paragraphs of the Declaration are hereby replaced with the following:

Paragraph 12: Fences. All fences are subject to HOA approval. All field fences will be designed to be horse safe. No more than 10% of the lot area may be without vegetation in a pasture, corral, sacrifice area, or other area where livestock or animals are normally kept. No owner shall allow their lot to be overgrazed. The HOA shall have the sole and absolute discretion and determination of whether any lot is overgrazed. The lot owners shall not install any fences, gates or other improvements that would in any material way or manner impede or obstruct on or within the sixty (60) foot wide Exclusive Easement located on the West Side of the Subdivision (recorded on May 14, 2007 at Book 485, Pages 233-35 Sheridan County Land Records and expressly set out on the Subdivision Plat) ("Exclusive Easement").

Paragraph 20: Access to State Land. The existing State Lands located immediately West of the Subdivision ("State Lands") shall be accessible using Outlot "A" only by authorized persons and only using the specific lands described as Outlot "A" on the Plat in the specific manner described in this paragraph. The owner of Lot 6 may access the Exclusive Easement for the purpose of access to the State Lands through Lot 6's property.

a. The only persons who are and shall be authorized to use Outlot "A" to access the State Lands shall be the actual present record owners or entity owners of the Lots described in the Subdivision Plat and their family members and a maximum of four (4) invitees or guest (authorized person) as long as said invitees or guests are accompanied by residents of the Lot. . No Subdivision Lot owner or Subdivision resident shall have any express or implied authority whatsoever to attempt to grant any unauthorized person or entity any permission to use Outlot "A" to try to access the State Lands by crossing the Exclusive Easement or to make any other use(s) of the Exclusive Easement.

b. The specific limited use of Outlot "A by such authorized persons shall be restricted to foot or horseback travel only; or any non-motorized travel at any time anywhere on Outlot "A" for purposes of accessing the State Land. Authorized users of Outlot "A" pursuant to this paragraph shall, at all times, obey the rules and regulations associated with the State Lands.

c. The Subdivision developer or homeowner's association entity, as otherwise applicable pursuant to these Covenants, shall be excepted from these restrictions concerning Outlot "A" only to the reasonable extent that an authorized representative shall need to use Outlot "A" to access, regulate and/or conduct necessary maintenance of the existing irrigation head gate located

on State Land. All such authorized irrigation use and maintenance work shall be fully reclaimed on the Exclusive Easement reasonably promptly and solely at the Subdivision developer or homeowner's association' sole expense. All such authorized irrigation use and maintenance work shall be coordinated in advance with the owners of the Exclusive Easement so that they are able to access their respective properties while any such work takes place.

d. The authorized use of Outlot "A" pursuant to this paragraph shall not interfere with or impede the ongoing use of the Exclusive Easement by its record owners and Subdivision Lot owners shall not use the Exclusive Easement for egress or ingress to their individual properties at any time. No one shall park on the Exclusive Easement for any reason except as authorized above in paragraph 20.c. for authorized maintenance purposes.

e. The Subdivision developer or homeowner's association and the record owners of the Exclusive Easement shall jointly develop and install and maintain two (2) warning signs concerning Outlot "A" stating that access to the State Lands using Outlot "A" is expressly limited only to authorized persons pursuant to this paragraph. Said warning signs will be placed at the eastern end of Outlot "A" near TR Lane and the other at the boundary of Outlot "A" and the State Lands and shall be produced and installed at the sole expense of the Subdivision developer or homeowner's association. The owner(s) of the Exclusive Easement may also, at their sole expense, post up to two (2) "No Trespassing/No Parking" signs along the boundary of the Exclusive Easement and the State Land. All Lot Owners and the owner(s) of the Exclusive Easement shall report and communicate with each other concerning any observed unauthorized use of Outlot "A" and shall cooperate in good faith concerning the reporting of any criminal trespassers on Outlot "A" and the Exclusive Easement. Any use of the Easement to access State Lands shall not damage the Easement lands in any manner.

f. Only for purposes of this paragraph 20, the owners of the Exclusive Easement shall have legal standing to seek to enforce these requirements against any Subdivision Lot owner who violates them. In the same manner, any owner of the Subdivision Lot owner shall have legal standing against any of the owners of the Exclusive Easement for violating the intent of paragraph 20 including but not limited to restricting access or harassing those authorized persons accessing State Lands under the terms and conditions of this paragraph.

g. This paragraph 20 of these Covenants shall not be amended on any basis without the prior informed express signed written consent of all of the record owners of the Exclusive Easement.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment to the Declaration of Covenants on the date and year first above written.

DECLARANT: LATR, LLC

Todd Eric Greig

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

On this 10th day of December 2020, before me appeared Todd Eric Greig, to me personally known, who, being by me duly sworn, did say that he is a Managing Member and agent of LATR, LLC, and that said instrument was signed on behalf of said company by authority of its members, and said Todd Eric Greig acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said county the day and year first above written.

Notary Public

MANDY ARNDT - NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
My Commission Expires 01-13-2022

Ronald Lee

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

On this 10 day of December, 2020, before me appeared Ronald Lee, to me personally known, who, being by me duly sworn, did say that he is a Managing Member and agent of LATR, LLC, and that said instrument was signed on behalf of said company by authority of its members, and said Ronald Lee acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said county the day and year first above written.

Notary Public

(Seal)

MANDY ARNDT - NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
My Commission Expires 01-13-2022