

29

Filed for record 7-6-2007 at 4:00 o'clock  
Recorded in Book 86A-60 of Miscel page 55-22  
29.00  
JOHNSON COUNTY CLERK DEPUTY

**AMENDMENTS TO RESTRICTIVE COVENANTS**

068441

KNOW ALL MEN BY THESE PRESENTS, that:

**RECITALS**

WHEREAS, LPGA, LLC filed a Declaration of Restrictive Covenants ("original covenants") on October 21, 2005, which was duly recorded in Book 86A-60 of MISC, page 303-320, in the Office of the County Clerk in and for Johnson County, Wyoming; Re: new legal.

WHEREAS, the undersigned landowner(s) desire to amend the original covenants, as set forth herein;

WHEREAS, pursuant to Article XIII, paragraph 13.1 of the original covenants, the undersigned landowner(s) have the authority to modify and amend said covenants;

WHEREAS, Declarant is the owner of that certain real property described on Exhibit "A" and as Amended on Exhibit "A-1" attached hereto which property is known as "South Lodge Trail Estates" (hereafter referred to as "development") located in Johnson County, Wyoming; and described on that certain Plat of South Lodge Trail Estates recorded in Book 4E of plats, Page 286 Number 68440 records of Johnson County, Wyoming.

WHEREAS, Declarant desires to add four residential parcels each being approximately 17.45 to 18.60 acres in size, a Commercial Area being approximately 30.82 acres in size, a Common Area for the benefit of all South Lodge Trail Estates Owners and related users, and a Walking Easement for all owners and users to reach the Common Area (all of which shall be evident on the Final Plat recorded herewith);

WHEREAS, at the time of these amendments to the original covenants, the undersigned landowner(s) represent 70% of the ownership of the lands described in the original covenants.

NOW THEREFORE, the undersigned landowner(s) do hereby make and adopt the following amendments and additions to the original covenants, which amendments are declarations as to limitations, restrictions and uses to which said lands may be put, hereby specifying that said declarations shall constitute covenants to run with all the land as provided by law, and shall be binding upon all parties and persons claiming under them, and for the benefit of and limitation upon all future owners thereof; these amendments to the original covenants being designed and intended for the purpose of maintaining the property values therein and to keep and maintain the use and development of the lands

desirable, uniform and suitable in architectural design and use, as specified in the additional resolutions and in the original covenants, to-wit:

#### ARTICLE I.

1. (Paragraph 1.3, Article I., shall be modified to read.)

1.3 Development or Property. The "Development", the "Property" or "Properties" shall mean and refer to all that certain real property which is described on Exhibit "A" and on Exhibit "A-1".

#### ARTICLE III.

1. (Paragraph 3.1, Article III, shall be modified to include the following language at the end of the first full paragraph.)

3.1 Residential Use. No parcel, except for the Commercial Area included by this Amendment (See Commercial Area Covenants below beginning with newly added paragraphs 3.13A-N) nor any portion thereof, shall be used for any purpose other than for one single family residence.

The rest of Paragraph 3.1, Article III shall remain the same.

2. (Paragraph 3.11, Article III, shall be modified to read.)

3.11 Further Development. No parcel may be split or subdivided to less than 35 acres in size, except for the those lots added to South Lodge Trail Estates by this Amendment, identified by the recorded Plat and Exhibit "A-1", which shall not be further divided less than 15.38 acres in size.

3. (Article III shall contain the following new paragraphs which contain more specific covenants for the Commercial Area in Exhibit "A-1").

3.13 Commercial Area. The use, design standards, and performance standards of the Commercial Area shall be controlled by the ACC, and the ACC reserves the right to determine the nature and type of use of the Commercial Area subject to the following additional covenants which apply to the Commercial Area. It is the intent of these additional covenants to prevent land or buildings, including those permitted by right or special exception, from being used or occupied in any manner so as to create any dangerous, injurious, noxious or otherwise objectionable elements in a manner or amount as to adversely affect the surrounding area. Specifically, all uses shall operate in conformance with the limitations set forth in each subsection below.

A. Signs. All sign design shall be approved by the ACC. No sign shall be erected or maintained on the South Lodge Trail Estate Commercial Area except in conformity with the following:

(1) Signs visible from the exterior of any building may be lighted, but no Signs or any other contrivance shall be devised or constructed to rotate, gyrate, blink or move in any animated fashion. In no event shall any banners, pennants, political signs, strings of lights (except for 4 weeks at Christmas), inflatable signs

or tethered balloons be allowed. Any federal, state, municipal or company flags shall be located on a flag pole per site. The height of the flagpole shall not exceed twenty five (25) feet.

(2) Signs shall be restricted to advertising only the person, firm, company or corporation operating the use conducted on the Site or the products produced or sold thereon. All Signs attached to the building shall be flush mounted.

(3) Only one (1) single faced or double faced Sign shall be permitted per Street frontage. No Sign or combination of Signs shall exceed one (1) square foot in area for each six hundred (600) square feet of total Site area. However, no Sign shall exceed one hundred sixty (160) square feet in area per face. An additional twenty (20) square feet shall be allowed for each additional business conducted on the site.

(4) A Sign advertising the sale, lease, or hire of the Site shall be permitted in addition to the other Signs listed in this section. Said Sign shall not exceed a maximum area of thirty-two (32) square feet.

(5) No Ground Signs shall exceed five (5) feet above grade in vertical height. Also, Ground Signs in excess of one hundred (100) square feet in area (single face) shall not be erected. However, the above standards shall not apply to the Community Directional Sign, Special Purpose Sign, construction Sign, or Future Tenant Identification Sign.

(6) Wall Signs shall be permanently attached to a wall, (constructed separate of the building structure); Signs painted directly on the surface of the wall shall not be permitted.

(7) A wall Sign with the individual letters applied directly shall be measured by a rectangle around the outside of the lettering and/or the pictorial symbol and calculating the area enclosed by such line.

(8) One (1) construction Sign denoting the architects, engineers, contractor, and other related subjects, shall be permitted upon the commencement of construction, and shall be removed upon completion of construction. Said Sign shall not exceed a maximum area of thirty-two (32) feet.

(9) A Future Tenant Identification Sign listing the name of future tenants, responsible agent or realtor, and identification of the South Lodge Trail Estate Commercial Area are permitted. Said Sign shall not exceed a maximum area of thirty-two (32) square feet.

(10) Special Purpose Signs, used to give directions to traffic or pedestrians or give instructions as to special conditions, and Community Directional and/or Identification Signs, used to give directions to and identify areas within the South Lodge Trail Estate Commercial Area shall be in conformity with applicable local ordinances and regulations.

(11) Every sign shall be maintained in a safe, presentable and good structural material condition at all times, including the repair or replacement of defective parts, painting, repainting, cleaning and other acts required for the maintenance of the sign.

B. Parking. Each owner of a Site shall provide adequate off-Street parking to accommodate all parking needs for the Site. All parking areas shall be paved and provide all weather, dust-free surfaces.

The following guide shall be used to determine minimum parking requirements:

Office - Three (3) spaces for each one thousand (1,000) square feet of total office space (excluding such areas as pedestrian corridors, rest rooms, equipment areas).

Manufacture, Research and Assembly - Two (2) parking spaces for each three (3) employees, but in no event less than two (2) spaces for each one thousand (1,000) square feet of gross floor area.

Warehouse - Two (2) parking spaces for each three (3) employees, but in no event less than one (1) space for each one thousand (1,000) square feet of gross floor area. If there is more than one shift, the number of employees on the largest shift shall be used in determining parking requirements.

Retail - Six (6) spaces for each one thousand (1,000) square feet of total retail space (excluding such areas as pedestrian corridors, rest rooms, equipment areas).

C. Loading Areas. No loading docks shall be permitted on the front of any building and, except where a lot is bounded by three or more roads, no loading docks shall be permitted on the side of any building facing a road.

D. Outdoor Storage and Waste.

(1) All outdoor storage shall be visually screened from access streets, highways, and adjacent property. Said screening shall form a complete opaque screen up to a point eight (8) feet in vertical height but need not be opaque above that point. Outdoor storage shall be meant to include parking of all company owned and operated motor vehicles, with the exception of passenger vehicles. No storage shall be permitted between a frontage street and the building line.

(2) All outdoor refuse collection areas shall be visually screened from access streets, highways, and adjacent property by a complete opaque screen. No refuse collection areas shall be permitted between a frontage street and the building line.

(3) No materials or wastes shall be deposited upon a lot in such form or manner that they may be transferred off the lot by natural causes or forces.

(4) All materials or wastes which might cause fumes or dust or which constitute a fire hazard or which may be edible by or otherwise be attractive to rodents or insects shall be stored outdoors only in closed containers.

E. Telecommunication and Electrical Service. All "on site" electrical lines and telecommunication lines shall be placed underground. Transformer or terminal equipment shall be visually screened from view from Streets and adjacent properties.

F. Nuisances. No portion of the South Lodge Trail Estate Commercial Area shall be used in such a manner as to create a nuisance to adjacent Sites, such as but not limited to vibration, sound, electro-mechanical disturbance and radiation, electromagnetic disturbance, radiation, air or water pollution, dust emission of odorous, toxic or noxious matter.

G. Unused Land. All unused land area that is planned for future building expansion or other purposes shall be maintained and kept free of unsightly plant growth, stored material, rubbish and debris, and shall be landscaped according to the standards set forth herein.

H. Vibration. No vibration shall be produced which is transmitted through the ground and is discernable without the aid of instruments at, or any point beyond, the lot line; nor shall any vibration produced exceed 0.002g peak measured at or beyond the lot line using either seismic or electronic vibration measuring equipment.

I. Air Pollution.

(1) There shall not be discharged into the atmosphere from any source any air pollutant in excess of levels specified by State Air Quality Standards.

(2) No person shall cause or permit any materials to be handled, transported, or stored in a manner which allows or may allow particulate matter to become in violation of State Air Quality Standards.

J. Odors. Any condition or operation which results in the creation of odors of such intensity and character as to be detrimental to the health and welfare of the public or which interferes unreasonably with the comfort of the public shall be removed, stopped or so modified as to remove the odor.

K. Fire and Explosion. All activities and all storage of flammable and explosive materials at any point shall be provided with adequate safety and fire fighting devices in accordance with all Local, State and Federal Fire Prevention codes.

L. Glare and Heat.

(1) No direct to sky-reflected glare, from high temperature processes such as combustion or welding or otherwise, so as to be visible at the lot line, shall be permitted. Direct illumination from any light source shall not exceed .5 foot candles beyond any property boundary.

(2) There shall be no emission of heat or heated air so as to be discernible at the lot line.

M. Noise. All noise shall be suppressed or muffled so as not to be objectionable due to intermittence, beat frequency or shrillness. Adequate structural arrangements shall be provided, by the lot owner, so that sounds generated at levels that are higher than prescribed in this section can be attenuated.

In no event shall the sound-pressure level of noise radiated continuously from a facility exceed the maximum level allowed by City of Buffalo regulations.

N. Electromagnetic Radiation. No lot owner within South Lodge Trail Estate Commercial Area shall be permitted to operate, or cause to be operated, any planned or intentional source of electromagnetic radiation for such purposes as communication, experimentation, entertainment, broadcasting, heating, navigation, therapy, vehicle velocity measurement, weather survey, aircraft detection, topographical survey, personal pleasure, or any other use directly or indirectly associated with these purposes which does not comply with the then current regulations of the Federal Communication Commission regarding such sources of electromagnetic radiation. Further, said operation shall not be allowed if such radiation causes an abnormal degradation in performance of other electromagnetic radiators or electromagnetic receptors of quality and proper design.

#### ARTICLE VII.

1. (Paragraph 7.1, Article VII., shall be modified to read.)

7.1 Perimeter Access. No parcels in the development shall have perimeter access other than by the dedicated roads except on parcels 9S, 10S, 11S and the Commercial Area (Lot 5).

#### ARTICLE X.

1. (The following paragraph 10.2 to be inserted after paragraph 10.1, Article X. to be read consistent and together therewith.)

##### 10.2 Common Area.

A. Easement for Enjoyment and Access to Common Area. Subject to the provisions of this Declaration, every Member shall have a limited and non-exclusive right and easement of enjoyment in and to the Common Area, and such right shall be appurtenant to and shall pass with the title to every Lot. A ten (10) foot wide walking easement to access the Common Area has been established along the lot and parcel line between Lot 4 and Parcel 1S.

B. Title to Common Area. Title to the Common Area and Easement shall be vested in the Association. No owner shall have the right to partition or seek partition of the Common Area.

C. Extent of Members' Rights. The rights created hereby shall be subject to the following:

1. The right of the Association to establish rules for use of the Common Area.
2. The right of the Association to suspend the enjoyment rights of any Member and Related User for any period during which any assessment remains unpaid, and for up to sixty (60) days for any infraction of this Declaration, or any rules, regulations, or architectural guidelines adopted pursuant to this Declaration, unless the breach is a continuing breach, in which case the suspension shall continue for as long as the breach continues.
3. The right of the Association to dedicate or transfer all or any part of the Common Area to any municipal corporation, public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by two-thirds (2/3) of the Owners has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.
4. The right of the Association to close or limit the use of any Common Area for any reasonable purpose, whether permanently or temporarily.

D. Delegation of Use. Any Member may share the right of enjoyment of the Common Area with Related Users. If a Living Unit is rented, all rights of the Member in and to the Common Area shall transfer to the tenants of the Living Unit during the term of the tenancy.

IN WITNESS WHEREOF, the undersigned

LPGA, LLC - John S. Gibbs  
Dennis R. Lawrence, Robert E. Pfister II being the Declarant  
herein, have executed these amendments to the original covenants on this  
2<sup>nd</sup> day of July, 2007.

**DECLARANTS**

Dennis R. Lawrence  
LPGA, LLC - Dennis R. Lawrence, Managing Member

Robert E. Pfister II  
LPGA, LLC - Robert E. Pfister II, Managing Member

John S. Gibbs  
LPGA, LLC - John S. Gibbs, Managing Member

STATE OF WYOMING    }  
                                  }  
County of Johnson    }

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of  
July, 2007, by  
Dennis R. Lawrence, Robert E. Pfister II, John S. Gibbs.

Witness my hand and official seal.

Darci Wiley  
Notary Public

My Commission Expires: 2-16-10

