

SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ARROWHEAD SPRINGS PHASE I

This is a Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Arrowhead Springs Phase I, a subdivision of Sweetwater County, Wyoming, made effective this 5th day of August, 1988, and entered into by Albert T. Kolman, Jr. and Frances R. Kolman, husband and wife, Arrowhead Springs, Inc., a corporation, Arnold Perzinski and Margaret Perzinski, husband and wife; Peter H. Rogers, Jr., and Patricia L. Rogers, husband and wife; Danny Lee Sanders and Vicki Sue Sanders, husband and wife; James Dunder and Lynn Dunder, husband and wife; Steven L. Moore and Kay S. Moore, husband and wife; Triple "J", Inc., a Wyoming corporation; Richard L. Strohl and Kristine S. Strohl, formerly Kristine S. MacNair, husband and wife; Randal J. Hruska and Pamela J. Hruska, husband and wife; Carl Edward Eyring and Jennifer Eyring husband and wife; and David Goetsch and Barbara Goetsch, husband and wife, all of whom shall hereinafter be referred to as the "Undersigned".

WHEREAS, on the 31st day of May, 1985, Albert T. Kolman, Jr. and Frances R. Kolman, husband and wife, and Arrowhead Springs, Inc., a corporation, all as "Declarant", executed a "Declaration of Covenants, Conditions and Restrictions For Arrowhead Springs Phase I" (hereinafter "Declaration"), which Arrowhead Springs Phase I is a subdivision of Sweetwater County, Wyoming, which Declaration was recorded in the office of the County Clerk of Sweetwater County, Wyoming, on the 31st day of May, 1985, in Book 762, Pages 1206 through 1217; and

WHEREAS, Paragraph 10 of said Declaration provides that said Declaration may be amended by the written consent of the then record lot owners of 75% or more of the lots contained within said Arrowhead Springs Phase I; and

WHEREAS, on the 29th day of April, 1986, the record lot owners of more than 75% of the lots contained within said Arrowhead Springs Phase I executed a First Amendment to Declaration of Covenants, Conditions and Restrictions for Arrowhead Springs Phase I, hereinafter referred to as "First Amendment", which First Amendment was recorded in the office of the County Clerk on the 6th day of May, 1986, in Book 770, Pages 1043 through 1047; and

WHEREAS, the Undersigned are on the date hereof the owners of record of more than 75% of the lots contained within Arrowhead Springs Phase I; and

WHEREAS, Paragraph 5(i)(A) of said Declaration provides, among other things, that fences constructed of wire or metal posts are prohibited, except in one limited circumstance; and

WHEREAS, the Undersigned have determined that such wire fencing and metal post prohibition is unduly burdensome and restrictive, and that wire fencing and metal posts meeting certain minimum requirements and specifications can be permitted that would be of a character in keeping with the landscape, style and architecture of the property subject to said Declaration; and

WHEREAS, the Undersigned have determined that said Declaration should therefor be amended to permit fences constructed of wire or metal posts, subject to certain minimum specifications.

NOW, THEREFORE, THE UNDERSIGNED RECORD OWNERS OF LOTS CONTAINED WITHIN ARROWHEAD SPRINGS PHASE I DO HEREBY CONSENT TO AMEND THE AFORESAID DECLARATION AS FOLLOWS:

RECORDED	AUG - 8 1988	AT 9:04 M
IN BOOK	792	PAGE 1686-93
NO.	1028894	ALBERT B. VESCO, COUNTY CLERK



1. Paragraph 5(i) of said Declaration is hereby amended to read in its entirety, as follows:

"i) Authorized - Prohibited Fences.

(A) The following are the only fences permitted on any lot, except as provided in subparagraph (C) below:

- (1) a boundary fence, around the exterior lot lines of a lot, of pole, rail or other open view construction, the design and materials of which shall be approved by the Design Committee;
- (2) a corral, enclosing an area no greater in size than 10% of the total square footage of the lot upon which such corral is constructed, the permitted size of which and design and materials of which shall be approved by the Design Committee;
- (3) fences to screen surface areas, patios or other elements directly related to the single-family residential structure on the lot, the design and materials of which shall be approved by the Design Committee;
- (4) a lawn and/or garden fence not greater than 4 feet in height, the design and materials of which shall be approved by the Design Committee.

Wire fences or fences with metal posts shall not be constructed, placed or allowed to remain on any lot within the Property, except as hereinafter provided.

(B) All fences shall be designed, and be of material(s) of a character in keeping with the landscape, style and architecture of the Property. Fence posts of the following materials and meeting the following specifications shall be permitted:

- (1) Pre-finished steel pipe, vinyl pipe, P.V.C. pipe, either round or square, of the following minimum dimensions: corner posts of two inch (2") width or diameter, inner posts and top rails of one and one-half inch (1½") width or diameter. Steel pipe meeting such specifications but which is not pre-finished, will be permitted if sandblasted, primed and painted.
- (2) Wood, properly treated, stained or painted, of the following minimum dimensions: posts three inches by five inches (3"x5") or four inches by four inches (4"x4"), in width; rails two inches by four inches (2"x4") in width; maximum center spacing - eight feet (8').

Wire fencing meeting the following specifications shall be permitted:

- (1) Chain link, with or without decorative inserts, if post and pole framed, of minimum fourteen (14) gauge.
- (2) Hog wire, four inches by two inches (4"x2"), of minimum fourteen (14) gauge.

- (3) Sheep wire, four inches by four inches (4"x4"), of minimum fourteen (14) gauge.

Wire fencing meeting the following specification shall also be permitted, but only if appropriately screened from view by other permitted and approved fencing:

- (1) Wire mesh cloth [fourteen (14), twenty (20) or twenty-eight (28) gauge].

(C) The Property and the contiguous lands of Declarant are surrounded by lands utilized for the grazing of sheep, cattle and other livestock, and the Property and Declarant's contiguous lands are contained within livestock secure fences, of metal post and wire construction not meeting the minimum specifications for wire fencing and metal posts set forth in subparagraph (B) above, which livestock secure fences constitute the exterior Property boundary of the following lots contained within the Property:

Lots 1, 4, 6, 8, 11 and 13,
Arrowhead Springs Phase I

Such livestock secure fencing shall be required to be maintained in good order and repair upon each such lot abutting the exterior boundary of the Property, by the owner of each such lot, at such owner's expense. Such owner shall be permitted to replace such exterior Property boundary fence, the design and materials of which replacement fence shall be approved by the Design Committee, provided such replacement fence shall also prevent livestock from entering the Property or any part thereof. The minimum specifications for wire fences and metal fenceposts contained in subparagraph (B) above shall not be applicable to existing or replacement fences situate upon exterior boundaries of the Property upon the lots above enumerated.

(D) There shall be permitted to be constructed, subject to the prior written approval of the Design Committee, an access gate within each lot boundary fence situate upon the exterior boundaries of the Property, for the sole purpose of ingress and egress to and from any such lot while engaged in recreational horse riding. All other ingress and egress to and from the Property, or any part thereof, shall be accomplished only by utilization of publicly dedicated streets and rights-of-way and private driveways approved by the Design Committee. In no event shall such access gates be utilized for the ingress and egress of motorized vehicles."

2. Nothing herein contained shall be construed as amending or modifying the aforesaid Declaration and First Amendment in any manner, except as herein specifically provided.

IN WITNESS WHEREOF, the Undersigned have executed this Second Amendment effective the day and year first set forth above.

ALBERT T. KOLMAN, JR., and
FRANCES R. KOLMAN, husband
and wife, and ARROWHEAD SPRINGS,
INC., a Wyoming corporation,
being the record owners of
Lots 2, 3, 5, 9, 12, 13, 16, 17,
18 and 19, Arrowhead Springs
Phase I, Sweetwater County,
Wyoming,

Albert T. Kolman, Jr.
Albert T. Kolman, Jr.

Frances R. Kolman
Frances R. Kolman

ARROWHEAD SPRINGS, INC.,
a Wyoming corporation,

By Albert T. Kolman, Jr.
President

Frances R. Kolman
Secretary

ARNOLD PERZINSKI and MARGARET
PERZINSKI, husband and wife,
as the record owners of Lot 1,
Arrowhead Springs Phase I,
Sweetwater County, Wyoming,

Arnold Perzinski
Arnold Perzinski

Margaret Perzinski
Margaret Perzinski

PETER H. ROGERS, JR., and
PATRICIA L. ROGERS, husband and
wife, as the record owners of
Lot 4, Arrowhead Springs Phase I,
Sweetwater County, Wyoming,

Peter H. Rogers, Jr.
Peter H. Rogers, Jr.

Patricia L. Rogers
Patricia L. Rogers

DANNY LEE SANDERS and VICKI SUE
SANDERS, husband and wife, as
the record owners of Lot 6,
Arrowhead Springs Phase I,
Sweetwater County, Wyoming,

Danny Lee Sanders
Danny Lee Sanders

Vicki Sue Sanders
Vicki Sue Sanders

JAMES DUNDER and LYNN DUNDER,
husband and wife, as the record
owners of Lot 7, Arrowhead
Springs Phase I, Sweetwater
County, Wyoming,

James Dunder
James Dunder

Lynn Dunder
Lynn Dunder

STEVEN L. MOORE and KAY S. MOORE,
husband and wife, as the record
owners of Lot 8, Arrowhead
Springs Phase I, Sweetwater
County, Wyoming,

Steve L. Moore
Steven L. Moore

Kay S. Moore
Kay S. Moore

TRIPLE "J", INC., a Wyoming
corporation, as the record
owner of Lot 10, Arrowhead
Springs Phase I, Sweetwater
County, Wyoming,

By Bill Chitwood
President

ATTEST:

Karen C. Chitwood
Secretary

RICHARD L. STROHL and KRISTINE S.
STROHL, formerly KRISTINE S.
MACNAIR, husband and wife, as the
record owners of Lot 11,
Arrowhead Springs Phase I,
Sweetwater County, Wyoming,

Richard L. Strohl
Richard L. Strohl

Kristine S. Strohl
Kristine S. Strohl, formerly
Kristine S. MacNair

RANDAL J. HRUSKA and PAMELA J.
HRUSKA, husband and wife, as
the contract purchasers of Lot
12, Arrowhead Springs Phase I,
Sweetwater County, Wyoming,

Randal J. Hruska
Randal J. Hruska

Pamela J. Hruska
Pamela J. Hruska

CARL EDWARD EYRING and JENNIFER
EYRING, husband and wife, as
the record owners of Lot 14,
Arrowhead Springs Phase I,
Sweetwater County, Wyoming,

Carl Edward Eyring
Carl Edward Eyring

Jennifer Eyring
Jennifer Eyring

DAVID GOETSCH and BARBARA
GOETSCH, husband and wife, as
the record owners of Lot 15,
Arrowhead Springs Phase I,
Sweetwater County, Wyoming,

David Goetsch
David Goetsch

Barbara Goetsch
Barbara Goetsch

The State of Wyoming)
 : ss.
 County of Sweetwater)

The foregoing instrument was acknowledged before me this
29th day of June, 1988, by Albert T. Kolman, Jr.
 and Frances R. Kolman, husband and wife.

Witness my hand and official seal.

My commission expires:

August 1, 1989

Arden A. Knudsen
 Notary Public

The State of Wyoming)
 : ss.
 County of Sweetwater)

The foregoing instrument was acknowledged before me this
29th day of June, 1988, by Albert T. Kolman, Jr.
 to me known to be the President of Arrowhead Springs, Inc., a
 Wyoming corporation.

Witness my hand and official seal.

My commission expires:

August 1, 1989

Arden A. Knudsen
 Notary Public

The State of Wyoming)
 : ss.
 County of Sweetwater)

The foregoing instrument was acknowledged before me this
29th day of June, 1988, by Arnold Perzinski and
 Margaret Perzinski, husband and wife.

Witness my hand and official seal.

My commission expires:

February 16, 1991

Anna M. Copeland
 Notary Public

The State of Wyoming)
 : ss.
 County of Sweetwater)

The foregoing instrument was acknowledged before me this
25th day of July, 1988, by Peter H. Rogers, Jr.
 and Patricia L. Rogers, husband and wife.

Witness my hand and official seal.

My commission expires:

February 16, 1991

Anna M. Copeland
 Notary Public

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this
8th day of July, 1988, by Danny Lee Sanders and
Vicki Sue Sanders, husband and wife.

Witness my hand and official seal.

My commission expires:

August 1, 1989

Richard A. Knudsen
Notary Public

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this
13th day of July, 1988, by James Dunder and Lynn
Dunder, husband and wife.

Witness my hand and official seal.

My commission expires:

February 16, 1991

Anna M. Copeland
Notary Public

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this
15th day of July, 1988, by Steven L. Moore and
Kay S. Moore, husband and wife.

Witness my hand and official seal.

My commission expires:

August 1, 1989

Richard A. Knudsen
Notary Public

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this
5th day of August, 1988, by Bill D. Chitwood, to me
known to be the President of Triple "J" Inc., a Wyoming
corporation.

Witness my hand and official seal.

My commission expires:

August 1, 1989

Richard A. Knudsen
Notary Public

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this
day of July, 1988, by Richard L. Strohl and
Kristine S. Strohl, formerly Kristine S. MacNair, husband and
wife.

Witness my hand and official seal.

My commission expires:

February 16, 1991

Anna M. Copeland
Notary Public

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this
day of July, 1988, by Randal J. Hruska and
Pamela J. Hruska, husband and wife.

Witness my hand and official seal.

My commission expires:

August 1, 1989

Randal J. Hruska
Notary Public

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this
day of July, 1988, by Carl Edward Eyring and
Jennifer Eyring, husband and wife.

Witness my hand and official seal.

My commission expires:

August 1, 1989

Randal J. Hruska
Notary Public

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this
day of July, 1988, by David Goetsch and
Barbara Goetsch, husband and wife.

Witness my hand and official seal.

My commission expires:

February 16, 1991

Anna M. Copeland
Notary Public