THE POINTE, LIMITED LIABILITY COMPANY
TO
THE PUBLIC
SECOND AMENDED
DECLARATION OF PROTECTIVE COVENANTS
OF
THE POINTE TOWN HOMES
A Subdivision Of The City Of Cheyenne, Laramie County, Wyoming

KNOW ALL MEN BY THESE PRESENTS, that The Pointe, LLC, Grantor, being the owner of all unsold Lots in The Pointe Town Homes, a portion of a Subdivision of approximately 296.4 acres located in portions of Sections 17 and 18, Township 14 North, Range 66 West, 6th P.M., Laramie County, Wyoming (the "Subdivision") and developed by the undersigned, acting pursuant to Section 23 of the Declarations as Amended, does hereby covenant, agree and make the following Second Amendment to the Declaration of Protective Covenants ("Declarations") recorded by the Laramie County Clerk and Recorder of Deeds on October 2, 2003 at Book 1766, Page 485 and as amended by the Amended Declaration of Protective Covenants recorded by the Laramie County Clerk and Recorder of Deeds on November 20, 2003 at Book 1777, Page 266 for the following Lots:

FIRST FILING:
Block 1 – Lots 2 through 9 and Lots 11 through 16;
Block 2 – Lots 13, 14, 16 – 34, 36 – 40 and 42;
Block 3 – Lots 4, 5, 14 and 15
Block 4 – Lots 9 through 13 and 17 through 38

THIRD FILING:
Block 4 – Lots 1 through 8 and 14, 15 and 16

(the lots are known as "Town Home Lots)

1. Section 15 of the Declarations concerning Pets and Animals is hereby amended as follows:

"15. PETS AND ANIMALS. Commonly accepted domestic pets may be kept provided they are not maintained or kept for commercial purposes. Pets must be under the control of the owner at all times and will not be allowed to run free off the owner’s Lot. No livestock or fowl of any kind shall be permitted on any Lot. Operation of commercial riding stables and/or commercial boarding stables for horses or other livestock shall not be allowed. A maximum of four (4) domestic pets of which not more than two (2) may be dogs will be allowed to reside at each Lot. Upon application to the Association, an exception may be made where three (3) of the four (4) domestic pets may be dogs if the combined weight of the dogs is no more than 60 pounds. All Lot owners shall insure that any pets kept by such owner shall not be a nuisance to any other Lot owner or resident. Owners shall prevent their pets from creating
excessive noise and shall not allow pet waste to accumulate or be deposited on the property of others."

2. This Amendment to the Declarations shall apply only to Lots sold by Grantor after the date of recording of this instrument. Grantor hereby publishes, ratifies and reaffirms the Declaration of Protective Covenants of The Pointe, Phase I, as amended, in all respects.

DATED this 20th day of June, 2006.

THE POINTE, A Wyoming Limited Liability Company, GRANTOR

By:  

Ross Malinski, President

STATE OF Wyoming

COUNTY OF Uinta

The foregoing instrument was acknowledged before me by Ross Malinski on behalf of The Pointe, Limited Liability Company this 20th day of June, 2006.

Witness my hand and official seal.

Notary Public

My Commission Expires: 1/31/08

RECORDED 6/30/2006 AT 9:02 AM REC# 450749 R# 1956 PG# 1228