PARK COUNTY, CODY, WY REC $35.00 02/28/2007 #2007-1330
KELLY JENSEN, COUNTY CLERK 09:55:00AM 1 OF 10

AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR STAGECOACH ESTATES SS-123

THIS DECLARATION is made this 28th day of February, 2007, by T&H Development LLC, hereinafter sometimes referred to as "Declarant" or the "undersigned" who is the owner of all lands within the following-described property situated in Park County, Wyoming, to-wit:

Lots 2-6, inclusive, STAGECOACH ESTATES SS-123 (here inafter referred to as "Stagecoach Estates"), according to the plat recorded in Book I, of Plats, Page 88, Park County, Wyoming (the "Property"). Warranty Deed recorded as Document #2006-5940 on 8/1/2006.

Said Property being particularly described by the plat recorded in the office of County Clerk, Park County, Wyoming in Book I of Plats, at page 88, hereinafter referred to as the "Plat", which establishes the designation of said land in Lots 1-6, Stagecoach Estates.

This Declaration is an Amendment and Restatement to the Declaration of Protective Covenants, Conditions, and Restrictions for Stagecoach Estates, (the correct name being Stagecoach Estates SS-123), which Declaration was originally recorded by the Park County Clerk and Recorder on February 15, 2007, as Document #2007-1051.

WHEREAS, these Amended and Restated Covenants and the Bylaws of Stagecoach Estates Homeowners Association are created to insure that the use and development of the Property will be for residential purposes only; to preserve the natural beauty of the Property and its attractiveness for residential uses; to preserve and enhance the values related to the Property, to provide for the establishment of road, and utility for the mutual benefit of the future owners of Lots 2-6 of Stagecoach Estates. The Stagecoach Estates Homeowners Association shall be composed of property owners. Each property owner having an equal share regardless of number of parcels owned.

NOW, THEREFORE, the undersigned hereby: makes, publishes, declares and imposes upon lots 2-6 of Stagecoach Estates SS-123, the following restrictions and limitations governing the use and development of all of the lots within the Property; hereby covenants, agrees and declares that said restrictions and limitations on the use of said land shall be and constitute covenants running with the land and each portion thereof, within the Property, and shall be binding upon the undersigned and all persons claiming under them, and shall be for the benefit of any and all of the lots within the Property in the following manner:

ARTICLE I
USE OF PROPERTY

A. All lots contained in the Property shall be used exclusively for single-family residential purposes.

B. All commercial uses shall be prohibited on the Property. No building or structure intended for business purposes and no apartment house, duplex, lodging house, rooming house, bed and breakfast, hospital, sanitarium, or any multiple family dwelling shall be erected, placed, permitted or maintained on any lot within the Property hereinabove described or any part thereof.

Attached or detached shops, garages, and/or barns are specifically permitted as well as a guest house that contains no more than fifty percent (50%) of the square footage of the principal residence on the Property. No manufacturing, commercial business or other enterprise, whether or not conducted for profit, shall be operated, maintained or conducted on any lot within or in any structure erected or placed thereon. Owners may maintain home offices in residential structures for professional or personal services or artistic endeavors, provided such activities are conducted entirely within a structure and carried on by inhabitants living there, and such uses shall be clearly secondary and incidental to the use of the dwelling for residential purposes.

C. There shall not be erected on any part of Stagecoach Estates any building in which shall be carried on any activity that is offensive, noxious or detrimental to the use of the land in the vicinity of the conveyed premises. nor shall any portion of a lot within the Property be used for any purpose that, as a matter of common experience, tends to create a nuisance.

D. Animals may be raised or fed as provided in Article III Pets and Livestock below.

ARTICLE II
STRUCTURES PERMITTED

A. Residences erected upon the Property shall have a minimum size of one thousand five hundred (1500)square feet of ground floor living area, exclusive of porches, patios, basements or garages.

B. Construction of residence may be frame or log, and the exterior of all structures shall be either stone, wood, manufactured wood products, brick, or any other similar system of comparable quality. No metal of any nature shall be permitted for the residence or guest house siding. Barns, garages, shops, and/or other out building exterior siding may be metal, providing that they are non-glare and are earth tone colors that are neutral and blend in with the environment (tans, grays, browns, dark greens only). Metal roofs will be permitted on any building that are non-glare and are earth tone colors that are neutral and blend in with the environment (tans, grays, browns, dark greens only).

C. Construction of the residence shall include adequate insulation and heating system designed for year around rather than seasonal occupancy.

D. No barn with enclosed living quarters shall be used as permanent dwelling.

E. At no time shall any temporary structure be used as a place of residence or habitation for more than a single three hundred sixty-five (365)day period, and then only when a permanent residence is currently under construction. Such temporary structure must be entirely self-contained, and approval from the Architectural Control Committee shall be sought and received prior to the commencement of such use. All dwellings and other buildings to be erected on the Property shall be new construction of good quality workmanship and materials.

F. No mobile, trailer, modular, or manufactured homes shall be permitted; all residences shall be of stick construction and shall be built on-site.

G. No buildings or structures shall be moved onto any lot from any other place outside the above-described lands.

H. All construction and alterations shall be pursued with reasonable diligence and shall be completed within one (1) year from the date of commencement, which shall be the date excavation is initiated or thirty days following the placement of construction equipment or materials upon the residential site, whichever shall first occur.

I. No dwelling or outbuilding shall be placed, erected or permitted to exist on the Property closer than one hundred (100) feet from any property line unless such boundary line is between two parcels owned by the same person or persons and a boundary realignment has been recorded with the Park County Clerk's office.

J. No buildings or structures shall be erected so as to block the view of other existing residences in the subdivision.

K. All dwelling and other buildings to be erected on the Property hereinabove described, shall be new construction of good quality workmanship, materials, and built on site. All building materials shall be new.

L. Each lot owner shall be responsible for any culverting, if needed, and for maintenance of their own driveway and approach in addition to their lot maintenance.

ARTICLE III
PETS AND LIVESTOCK

A. Residents shall be entitled to keep and maintain domestic dogs, cats, horses, birds and such other animals as may be in conjunction with a legitimate 4H or FFA project on their Property. All animals limited to four (4) each, of each type. All pets must be confined to their lot and shall not be allowed to run free and shall bear the burden of any damage caused or imposed upon any other resident, owner or occupant as a result of any animal or fowl running at large. All pets kept shall be controlled and maintained so as not to become offensive or a nuisance to their neighbors.

B. Residents shall be permitted to keep and maintain horses, mules, or donkeys for domestic purposes on their lots. These shall be restrained by adequate fencing, pens, corrals, or barns so as to confine same to the Property. All such animals shall be kept on the Property only in such numbers consistent with proper range and pasture management. No resident shall permit over-grazing of any parcel.

C. No commercial livestock operation shall be allowed. No livestock or other types of pets shall be permitted unless expressly provided herein. Specifically, there shall be no pigs, goats, cows, buffalo, or sheep permitted on any lot, unless closely confined for feeding purposes and personal use.

D. No livestock permitted herein shall be kept on a lot unless its owner is also in residence within the subdivision.

E. No lot owner shall, under any circumstances, permit or allow any of their animals to pursue or harass any wildlife which may visit or inhabit the above described property.

F. Accumulation of manure in pens must be addressed at least yearly.

ARTICLE IV
FENCING

A. All perimeter or corral fencing shall be either buck and rail, post and pole, barbless or barbed wire, panel or continuous panel.

B. Electric fencing is allowable on the inside of permanent fencing or as pasture division within the confines of permanent fencing.

C. Livestock fencing shall be completed before any owner shall allow livestock to graze on their Property.

ARTICLE V
UTILITIES AND SERVICES

A. No residence shall be occupied on any lot within the above described Property until an approved septic system has been installed which is in compliance with state and county standards consisting of approved septic tank and disposal field. Under no circumstances shall there be construction or maintained on any lot any outside privy or toilet. THERE IS NO PUBLIC SEWAGE SYSTEM AVAILABLE TO ANY PARCEL OWNER.

B. Installation of water, septic or utility lines, including power and telephone lines for the respective lots shall be at the expense of each lot owner. All utility wires, cables, pipes and lines shall be installed underground. All claims for damages against the undersigned, if any, which rise out of the construction, maintenance or repair of

utilities, or on account of any temporary or other inconvenience caused thereby are waived by all owners.

C. No mercury vapor lights or dusk to dawn lighting shall be permitted on any lot and any light shall be arranged so as not to be offensive or a nuisance to other lot owners.

D. The Stagecoach Estates Subdivision Homeowners' Association hereby reserves the right to allow the construction, installation, repair and replacement of any utility lines, pipes and conduits underground through an area of not more than twenty feet in width across the Property, and each lot owner shall execute any and all instruments necessary and reasonable for the further development of the subdivision, including the granting of easements of not more than twenty (20) feet in width for gas lines, sanitary sewers, drainage ditches, storm sewers, telephone lines, entrance and access roads and electrical lines, provided that no such area or easement shall interfere with any building plans for or buildings constructed on any such lot. Upon the granting of any easement, Stagecoach Estates Homeowners' Association shall require restoration of the land surface of any such easement to its original condition, as much as possible.

E. All easements and rights-of-way set forth herein or established in the plat shall be private easements and rights-of-way for the sole and exclusive use of the owners of the various lots described in the plat and their respective families, invitees, agents, employees, heirs, successors and assigns.

ARTICLE VI
ARCHITECTURAL CONTROL

A. For the purpose of preserving the natural beauty and enhancing the Property values and to insure the development of the Property as a subdivision of high standards, the undersigned reserves unto the Architectural Control Committee the power to control the design of buildings, structures and all other improvements or alterations thereto, placed on each lot. Remodeling, construction, alterations or additions to any building or other structures on any lot shall be subject to and shall require the written approval of the Architectural Control Committee as the same is from time to time composed, before any such excavation, construction, remodeling or addition work is begun.

B. The following, if applicable, shall be submitted to the Architectural Control Committee prior to the granting of any such written approval:

1. All plans and specifications for any buildings, fence, wall, access or other structure or excavations whatsoever to be erected on or moved upon or to any lot;
2. The proposed location thereof on any lot or lots;
3. The roofs, color schemes, design, materials, styles and structures there;
4. A site plan showing utilities and utility easements; and

5. Any later changes or additions to the materials identified in subparagraphs 1-5 hereof.

No structures or improvements of any kind shall be erected, placed or maintained upon any lot unless and until the final plans, elevations and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence or other structure proposed to be constructed, altered, placed or maintained, together with the proposed color scheme for roofs and exteriors.

C. The Architectural Control Committee shall be composed of property owners. Each property owner having an equal share regardless of number of parcels owned. Each member of the Architectural Control Committee shall serve in the same manner and be replaced if necessary in the same manner as an officer of and future members of Stagecoach Estates Homeowners' Association, the Bylaws for which have been executed contemporaneously herewith.

D. Neither the undersigned nor any future member of the Architectural Control Committee, nor any agent thereof shall be responsible in any way for the defects of any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done in accordance with such plans and specifications.

E. The Architectural Control Committee shall have the right to disapprove any plans, specifications or details submitted to it as aforesaid in the event such plans, specifications and details are not in accordance with all of the provisions of this declaration; if the design or color schemes of the proposed building or other structure are not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; or if the plans and specifications or details-or any part thereof- are contrary to the interest, welfare or rights of all or any part of the Property subject hereto, or the owners thereof, all in sole discretion of the Architectural Control Committee. The decisions of the Architectural Control Committee shall be final.

F. Members of the Architectural Control Committee shall not be liable for acts or omissions done in their official capacity in good faith.

ARTICLE VII
VEHICLES AND EQUIPMENT

A. No commercial vehicles, construction or like equipment, commercial trailers of any kind, buses, or other items of the same or similar nature shall be allowed or permitted to remain on any portion of any lot within the above-described Property for a period greater than Seventy-Two (72) hours unless said vehicle, equipment or trailer shall be enclosed in a garage, carport or similar structure which is in full compliance with all of the provisions of the foregoing owners.

B. Operable horse trailers, campers, recreational vehicles, boats, snowmobiles, two, three or four wheel motor vehicles or all-terrain

vehicles may be parked on any lot so long as they are currently licensed and registered.

C. No inoperable vehicle, equipment or trailer shall be placed on any lot unless said vehicle, equipment or trailer shall be enclosed in a garage, carport or similar structure that is in full compliance with all other provisions of these covenants.

ARTICLE VIII
OFFENSIVE ACTIVITIES

A. Each lot shall be kept in a clean and sightly condition at all times. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon any lot if they are visible from any neighboring lot or road, except as necessary during a period of construction.

B. No lot shall be used in whole or in part for the storage of any Property or item that will cause such a lot to appear in an unclean, disorderly or untidy condition or that will be otherwise obnoxious. No obnoxious or offensive activity shall be conducted upon any lot, nor shall anything be done, placed or stored thereon which may be or become an annoyance or nuisance to the neighborhood, or occasion any noise, sight, odor or feeling which will or might disturb the peace, quiet or comfort of other lot owners.

C. Each lot owner shall be responsible for the clean, tidy and wholesome maintenance of all Property.

ARTICLE XI
MISCELLANEOUS

A. No lot or any portion thereof shall be used or maintained as a dumping ground for rubbish, trash, garbage or any other waste, which shall be kept only in appropriate receptacles. All equipment for storage or disposal of such materials shall be the responsibility of the owner. It is the responsibility of the owner or occupant to remove any and all rubbish, trash or garbage at reasonable times so it shall not become offensive to the neighbors.

B. No signs of any kind or character shall be displayed on any lot except signs not exceeding six (6) square foot advertising the premises for sale. No sign shall be illuminated or electrified.

C. The control of noxious weeds by the Stagecoach Estates Home Owners Association on those areas for which the Stagecoach Estates Home Owners Association is responsible and the control of state designated and county declared noxious weeds by individual owners on their respective lots shall be set forth and specified under the Wyoming Weed and Pest Control Act and the rules and regulations of the Park County

Subdivision Regulations. The landowner shall be responsible for the control of the state designated and counted declared noxious weeds on his or her own lot. Both unimproved and improved lots shall be managed for noxious weeds. In the event a landowner does not control the noxious weeds, after 10 days notice from the Stagecoach Home Owners Association, the Stagecoach Home Owners Association may cause the noxious weeds to be controlled. The cost and expense associated with such weed management shall be collected as allowed by Wyoming state law (W.S. 11-05-109). The Stagecoach Homeowners Association is responsible for control of state and county declared noxious weeds in the subdivisions parks, open spaces, community areas, trails, and roadways.

ARTICLE X
RELEASE OF LIABLITY

A. By virtue of purchasing any lot, each buyer and their heirs and assigns, hereby accept the condition of their lot "as is" and hereby release and forever hold the undersigned harmless from any liability, including but not limited for further construction of any road, utility lines or fencing.

B. Each purchaser and grantee of any of the lots subject to this Declaration, by acceptance of a deed conveying title thereto, shall accept such title upon and subject to each and all of the provisions, restrictions, conditions, easements, covenants, agreements, liens and charges herein contained, and also the jurisdiction, rights and power of the undersigned and the Architectural Control Committee, and by such acceptance shall, for themselves, their heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the undersigned and the Architectural Control Committee and to and with the grantees and subsequent owners of each of said lots within the subdivision to keep, observe, comply with and perform said provisions, restrictions, conditions, easements, covenants, agreements, liens and charges and each thereof.

ARTICLE XI
ENFORCEMENT PROVISIONS

A. Each purchaser and grantee of the lots contained in the Property which are subject to the above covenants, reservations and restrictions shall be deemed to have accepted title upon and subject to each of all of the provisions, restrictions, conditions, easements, covenants, agreements, liens, charges, associations and similar limitations herein contained any by such acceptance shall for themselves, their heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the undersigned owners and to and with the grantees and subsequent owners of each of said lots within the Property and to keep, observe and comply with and perform said provisions, restrictions, conditions, easements, covenants, association, agreements, liens and charges.

B. All the provisions, conditions, covenants, restrictions, easements, agreements, reservations, liens and charges set forth herein shall continue and remain in full force and effect at all times against all of said lots and the owners and occupants thereof, subject to the right of change or modification provided hereinabove and shall remain in effect for a period of fifty (50)years from and after the date hereof and shall remain in full force and effect thereafter for successive ten (10) year periods unless by a written duly recorded agreement executed by the then owners of sixty-six percent (66%) of the owners of the six(6)lots, within the above-described Property, the terms and provisions are changed, modified, annulled or abrogated in whole or in part.

C. Any and all of the provisions of this Declaration of Restrictions, Conditions and Covenants may be annulled, amended or modified by the filing in the office of the County Clerk, Park County, Wyoming, an instrument setting forth such annulment, amendment or modification executed by the then owner or owners of record of sixty-six percent (66%) of the five(5) lots within the Property.

D. The owners of each lot within Stagecoach Estates shall automatically be entitled to a membership in Stagecoach Estates Homeowners' Association. Members shall be governed by the Bylaws, rules, regulations and assessment of the Association. From time to time, the Association may assess the members for the purpose of road maintenance or any other purpose that a majority quorum in attendance decides. The Association shall have and retain a lien against the lot of each owner who shall fail to pay such owner assessment at the time and in the manner prescribed by the Association and as otherwise set forth in the Bylaws of Stagecoach Estates Homeowners Association. Such lien may be foreclosed in the same manner as a mechanic's lien under the laws of the State of Wyoming.

E. In the event anyone or more of these covenants is rendered invalid or unenforceable by judgment or decree of any court of competent jurisdiction, the other covenants herein contained shall nonetheless remain in full force and effect for and during the full term hereof.

F. Any lot owner or Stagecoach Estates Homeowners' Association may enforce compliance with the provisions hereof by commencing an action for injunction, damages or foreclosure or for all such other legal or equitable remedies as may be authorized under the laws of the State of Wyoming against the owner or occupant of any lot who violates any of the covenants herein contained or any rules, regulations, Bylaws or assessments of the Association herein. The owner of any lot who violates or breaches any covenant herein or the rules, regulations, Bylaws or assessments of Stagecoach Estates Homeowners' Association shall pay all costs including reasonable attorney's fees incurred by any person or persons, or Stagecoach Estates Homeowners' Association to enforce any of the provisions hereof or any of the rules, regulations, assessments or Bylaws of Stagecoach Estates Homeowners' Association.

T&H Development LLC

By Esther M. Haberstroh 2/28/07

Title Treasurer Date

STATE OF WYOMING)
) §§.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by Esther M Haberstroh for T&H Development LLC this 28 day of February 2007.

Witness my hand and official seal Tristi K Oberheu

Notary Public

TRISTI K OBERHEU Notary Public
County of Park
State of Wyoming
My Commission Expires 7/9/08