

**AMENDED DECLARATION OF RESTRICTIONS, CONDITIONS
AND PROTECTIVE COVENANTS FOR
CORNERSTONE MS-59 SUBDIVISION**

This Amended Declaration of Restrictions, Conditions and Protective Covenants (the Covenants) is made by the undersigned owners, which constitute a majority of the owners of the lots in the subdivision, , hereinafter referred to as ("Declarants"), who are owners of all lands with the following described property located in Park County, Wyoming:

CORNERSTONE MS-59. Lots 1, 2, 3, 4, 5 according to the plat recorded in Cabinet P of plats, Page 152, according to the records of the County Clerk and Recorder of Park County, Wyoming.

Lots 1, 2, 3, 4, 5 within said subdivision are subject to these restrictions, conditions and protective covenants to ensure the appropriate development of building sites; to protect the owners against improper uses of surrounding sites that might depreciate the value of their property; to preserve, as far as practicable, the natural beauty of the property; and in general, to provide for a development that will enhance the enjoyment of living in the subdivision. We hereby establish and declare that all said properties are held subject to these restrictive covenants:

Now, therefore, the restrictions, conditions and protective covenants for **CORNERSTONE MS-59**, further referenced as, Cornerstone, are hereby established in their entirety to read as follows:

USE of PROPERTY

1. All lots in the subdivision shall be used exclusively for the purpose of a single-family home or single residence.
2. No apartment buildings, multi-family houses, duplexes, or other non-single-family residential buildings are allowed.
3. Short-term & long-term rentals are allowed, as well as VRBO & Air BnB with limitations.
4. No mobile, modular or manufactured homes allowed.
5. Accessory dwelling units (ADU's) are allowed in addition to single-family homes subject to the conditions, limitations and restrictions described in these Covenants.
6. There shall not be on any lot of Cornerstone, any noxious or offensive trade or activity (including but not limited to junk yards, auto salvage and

abattoirs) and no offensive, noxious or detrimental activities shall take place within any building or lot of the subdivision. Nor shall any portion of the subdivision be used for any purpose that, as a matter of common experience, tends to create a nuisance.

7. Each lot owner will be responsible for maintenance of their own lot including but not limited to their driveway and approach starting at the end/edge of Forgiveness Drive.
8. Both unimproved and improved land shall be managed for noxious & nuisance weeds as part of the weed management plan between Cornerstone and Park County Weed & Pest District. Individual landowners must keep all weeds abated.
9. All road access shown in said plat of this subdivision are hereby dedicated to private use of access to lots.

RESIDENTIAL REQUIREMENTS and LIMITATIONS

SINGLE-FAMILY HOME

Homes constructed on the property shall have a minimum size of 1,800 square foot of living area, exclusive of porches, patios and decks.

1. Construction of residences shall be typical 2"x 6" wood, 6"x 6" post & beam, brick, or concrete construction.
2. Residences must have a permanent concrete foundation.
3. In addition, all single-family residences must meet at least two of the following exterior requirements:
 - a. Exposed wood beam or covered entry.
 - b. 25% of the home's front has a different material visible, different from what the rest of the home sided in. (i.e.: brick, stone, or a similar material wainscot, when the rest of the siding is metal.
 - c. 35% or more of the house has a wrap-around porch with a concrete or stone patio or sidewalk. Wrap around porch must include the front entrance of the home and one adjacent side.

SHOP HOUSE

Any shop-style houses constructed upon the property shall have a minimum size of 2,400 sq. foot, not to exceed 8,000 continuous sq. foot. exclusive of porches, patios, and decks.

1. Construction of residences shall be typical 2"x 6" wood, 6"x 6" post & beam, brick, or concrete construction.
2. Residences must have a permanent concrete foundation.
3. In addition, all shop houses must meet at least two of the following visual exterior requirements:
 - a. Exposed wood beam or covered entry.
 - b. 25% of the front facade has a different material visible, different from what the rest of the home sided in. (i.e. brick, stone, or a similar material wainscot, when the rest of the siding is metal.
 - c. 35% or more of the house has a wrap-around porch with a concrete or stone patio or sidewalk. Wrap around porch must include the front entrance of the home and one adjacent side.
 - d. A minimum of two feet (2') height difference between a shop and home. IE: Shop 16'H side walls & Home 12'H sidewalls, so there is a visible roof truss/roofline change between shop and home, visible from the exterior.

QUALITY CONSTRUCTION

All residences to be erected on the property shall be of good quality workmanship, with quality materials, constructed with supervision of or by a licensed contractor. The same goes for installing other services or utilities by subcontractors. All homes, shop houses, shops and barns shall be built or constructed on site.

OUTBUILDINGS and OTHER STRUCTURES

All shops, barns, studios, ADU's and outbuildings to be erected on the property shall be of good quality workmanship, with quality materials, constructed with supervision of, or by a licensed contractor, and shall be built or constructed on site.

1. No modular, mobile, manufactured homes
2. No quonset huts.
3. No "basement-only" structures or bunkers.
4. Additional structures such as, but not limited to: horse barns, shops, art studios, pergolas, sheds, tents, teepees, garages, or other outbuildings are permitted, but shall not be used as a permanent residence or short-term or long- term rentals in and of themselves.

LIMITED ACCESSORY DWELLING UNITS - (ADU)

If a "guest house" or "Mother-in-law-suite," attached apartment, or similar ADU (Accessory Dwelling Structure), henceforth all referenced as an ADU, for living in is constructed they must meet the following requirements:

1. No more than one ADU per lot; Residents cannot construct both an ADU on a detached shop and another attached to a single-family home, shop house, or stand-alone ADU.
2. ADU may be stand-alone, however it must be located within 150' of the primary residence or shop house.
3. An ADU cannot substitute for the owner constructing a single-family home or shop-house.
4. Any ADU must meet both structural and visual exterior requirements listed above for single family homes and/or shop houses.
5. Any stand-alone ADU may not exceed a maximum footprint of 800 sq. feet, Ex. 20x40 footprint. Any ADU attached to a shop, studio or other outbuilding may not exceed a maximum footprint of 1,200 sq. feet, Ex. 20x60 footprint.
6. Any ADU must incorporate & tie into the single-family home's existing septic, water well, natural gas & power infrastructure, AUD can be metered separately.

RENTAL INFORMATION

Air BnB, VRBO and other short-term rentals & long-term renters are allowed with the following restrictions:

1. Owners who rent their home, must rent the entire single-family home or shop house to a short-term, VRBO, Air BnB renter.
2. Owners may exclude, if desired, the following from a short-term or long-term rental; including but not limited to: ADU (Accessory Dwelling Unit), shop, outbuildings, barns, pasture area, storage containers & sheds.
3. Long-term renters may also rent the ADU, shop, outbuildings, pasture as a part of the single-family home or shop house, but any renter cannot sublet.
4. On-site landowners may live in their ADU and rent out their primary home.
4. Remote Owners - Any property owners not living on the property, cannot rent the primary home and ADU out separately to two separate renters, or allow any renter to sublet. If you're a remote owner/landlord, the entire property must be rented to a single family.
5. All rental tenants must not be disruptive to others within the subdivision. Examples of disruptive and unacceptable behavior include, but are not limited to: excessive or loud music or noise, especially between the hours of 10:00 p.m. and 6:00 a.m.; foul or offensive odors; and other conduct



which tends to interfere with other residents' reasonable use and enjoyment of their property.

SPACING REQUIREMENTS

1. No building shall be placed within 50 feet from the front (Forgiveness Drive) property lot line, or no nearer than 50 feet from the side or rear property lot lines, or 25 feet from an existing utility or drainage easement.

STORAGE - EXTERIOR SIGNAGE

1. Exterior storage containers, shall not exceed (2) per lot, may not be used as housing or as fencing, and shall not be a bright primary color, but must be a tan or neutral color that blends into the environment.
2. No billboards, large outdoor signage or lit signs allowed on any Cornerstone lots. Small signage for any at-home business must be permitted by residents of Cornerstone in accordance with county regs.

UTILITIES & SERVICES

1. All recorded easements are reserved for water, power, maintenance and other utilities across all said land.
2. No public or communal domestic sewer is provided on any lot. Nor is there any proposed public maintenance of roads within the subdivision. Forgiveness Drive will be maintained by CORNERSTONE MS-59 HOA lots 1, 2, 3, 4, 5 as a shared cost, with each lot owner paying 20% of the maintenance fees. Special assessments may be levied for continued road maintenance, snow removal, & upkeep, if HOA fees are insufficient. Special assessments may also be levied for improving, replacing or maintaining any common-use utilities, equipment or services.
3. No residence shall be occupied on any lot within the above-described property until a sanitary septic system in compliance with State and County standards is installed for the use of such residence. No outside privy or toilet shall be constructed or maintained on any lot.
4. Each lot owner shall be responsible for the maintenance & ditches on their own driveway & approach, in addition to any other culverts.
5. All lots within the above-described lands are subject to rights-of-way and easements for the repair, replacement, installation and maintenance of all roads, water lines, pipelines, irrigation ditches, power lines, gas lines,



cable television lines, telephone lines and any other utilities including all such easements and rights-of-way shown on said plat.

6. Buried Irrigation lines and irrigation ditches are deemed to be utilities and those utility easements and rights-of-way reflected on the plat may be utilized for such lines & ditches.
7. If Northwest Rural Water (NWRW) is added by either the Developer, or agreed to by a majority of the lot owners, infrastructure cost of NWRW mainline and labor costs are to be paid equally by the lot owners. Tap costs would be individual costs, charged per lot using NWRW as many or all lots will utilize well water.

IRRIGATION

1. All lots have valid water rights within Shoshone Irrigation District, a water association will be formed and will adopt rules and regulations for use of water within the subdivision. A water master will be appointed. The Developer shall serve as the initial water master until a successor is chosen. Water master will communicate directly with Shoshone Irrigation on water-related matters.
2. All easements necessary and proper for irrigation ditches are specifically reserved against and in favor of each lot or tract so that all lots and tracts may receive ample water for irrigation, stock & domestic use.
3. All owners of property in said subdivision shall cooperate in the fair and proper division of irrigation water, use of water, and the maintenance, repairs, and clearing of any ditches. If there is a conflict or disagreement with regard to the use, scheduling, allocation or distribution of water, the water master shall make a final determination with respect to such dispute or conflict. Owners shall abide by any and all rules and regulations adopted by the water association.
4. No irrigation or utility easement shall be obstructed by fencing unless gates are installed that allow full access to the easement. Access for utility or irrigation maintenance or repairs shall be provided at all times through these easements. Any and all damage to or destruction of fencing or gates placed within these easements shall be the sole responsibility of the individual lot owner.
5. All irrigation will be done by sprinklered irrigation, not flood irrigation, unless special written permission granted by developer and/or watermaster & appropriate ditches and culverts are established ahead of time and maintained by each lot owner.

6. Developer may flood irrigate perennial grass & trees across any lots owned by the Developer or entities owned or controlled by Developer.
7. Wastewater ditch running North-South Across the West edge Lots #1 & #5 may be accessed by Developer or HOA President to be kept clear, clean unimpeded to the canal. Same as Easternmost Wastewater ditch running North-South. across lots #3 &4.
8. Any conflict or controversy between various owners or occupants of lots within the subdivision concerning the usage, maintenance, repairs, of the aforementioned irrigation shall be decided by the Developer and the Water Master on record with Shoshone Irrigation District & Cornerstone MS-59 HOA. Matters of repair & replacements costs will be split even amongst Lot owners.

WATER WELLS and SEPTIC SYSTEMS

1. All water wells and septic systems will be drilled and/or installed by licensed professionals and abide by all state, county & local requirements.

FARM and DOMESTIC ANIMALS

1. All domestic & farm animals (including, but not limited to horses, cattle, sheep, swine, goats, chicken, fowl, rabbits must be fenced in at all times and are not permitted to run wild, with exception to cats. Any property damage, animal harm or bodily harm caused by domestic or farm animals, are the responsibility of the owner .
2. No more that 1 farm animal per usable acres allowed. IE. 2 horses & 3 cows on 5 usable acres on a lot.
3. No dog boarding or dog breeding facilities allowed.
4. No Pitbull and Rottweiler dogs allowed, they are dangerous, they are not to be possessed by either owners or by renters. Pitbull and Rottweilers pose too great a threat to kids, families & animals that may be within the subdivision.
5. No property owner may have more than one pig or hog.
6. Lot owners and occupants having barns, sheds, and/or corrals for any animal kept on the lot shall maintain such structures in a clean, well maintained and respectful appearance, and shall not allow them to deteriorate and fall into a state of disrepair. Examples of unacceptable disrepair or deteriorated conditions include, but not limited to, broken, damaged or unrepaired windows, doors, siding, roofs or walls that remain in such condition for a period of more than four weeks.

DISTURBED SOIL- NOXIOUS WEEDS - NUISANCE WEEDS

1. Landowners acknowledge and agree to conform to the Park County Long Term Noxious Weed Management Plan.
2. Property owners shall revegetate all "disturbed" or unplanted soil with a type of perennial grass mixture less than 1 year after the transfer of the property or disturbance of land.
3. Any new lot owner agrees to spray to abate any/all nuisance and noxious weeds both before and after re-seeding of disturbed land per requirements of the Park County Weed and Pest.
4. If developer so chooses to seed a grass mixture & begin establishing grass on the lots; any new landowner agrees not to impede the initial grass planting/watering process on their lot; extenuating circumstances may apply. Any established grass it shall be maintained by the current lot owner VIA sprinklered irrigation. Grass and lawns shall be regularly watered and grazed or mowed.
5. Perimeter ditch areas may be burned or sprayed by the developer or elected HOA member. Otherwise, all burning must be by a hired professional & the Powell Fire Department notified in advance of any burning to protect animals, houses & structures.

RELEASE of LIABILITY

By virtue of purchasing any lot, either by deed or contract for deed, each buyer, their heirs and assigns, hereby accept the condition of their property "as is, where is" and release and forever hold harmless the undersigned from any and all liabilities, including but not limited to, liability for further construction of any road, road maintenance, gas lines, utility lines, phone lines, internet lines, water lines, water rights, fencing, access, right-of -ways, easements, land values, availability of water, water wells, N.W.R.W availability, irrigation water, septic systems or PERC rates.

ENFORCEMENT PROVISIONS



1. Each purchaser and grantee of each of the lots contained in the above described property which are subject to the above covenants, reservations and restrictions, by acceptance of a Deed conveying title thereto, do accept such title upon and subject to each of all of the provisions, restrictions, conditions, easements, covenants, agreements, liens, charges, associations and similar limitations herein contained and 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 above described property to keep, observe, comply with, and perform said provisions, restrictions, conditions, easements, covenants, association, agreements, liens and charges.
2. 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 of Park County, Wyoming, an instrument setting forth such annulment, amendment or modification executed by the then owner or owners of record of lots 1, 2, 3, 4, 5 of CORNERSTONE MS-59, by a majority of three (3) of the five (5) lots included in this agreement. Developer may solely annul, amend or modify these Covenants until they sell all 5 lots (see Article 2, Voting Authority of the Bylaws.)
3. In the event any one or more of these covenants herein contained is rendered invalid or unenforceable by judgement or decree of any court of competent jurisdiction or is annulled, amended or modified in the manner defined in subsection 2 of this section the other covenants herein shall remain in full force and effect.
4. In the event any of the above provisions, restrictions, conditions, easements, covenants, agreements, liens, charges, or other requirements/limitations are violated by any of the deeded owners of the lots of Cornerstone Minor Subdivision, any other deeded lot owner or the homeowners' association associated with the subdivision may bring suit to enforce such provisions and ensure compliance with the stipulations herein. The violating lot owner shall be responsible for any and all attorneys' and court fees incurred by neighboring lot owners or the homeowners' association in legally enforcing the covenants and restrictions contained herein.

SUPERSESSION

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This Agreement supersedes and renders null and void in all respects all prior restrictions, conditions, covenants, non-competition obligations, non-solicitation provisions, or other productive/restrictive covenants previously imposed upon the undersigned with respect to Cornerstone MS-59.

Date: 5/4/2026

IN WITNESS WHEREOF, Kevin French and Allison French, developers of Cornerstone Minor Subdivision, MS-59 have executed this Declaration of Restrictions, Conditions and Protective Covenants, as current owners of record of lots 3 & 4 of Cornerstone Minor Subdivision, and under Article 2 regarding voting authority in the recorded By Laws for Cornerstone Subdivision.

this, the 11th day of May, 2026.

Kevin D. French
Kevin D. French

Allison M. French
Allison M. French

Tim A. French
Tim A. French

Rebecca French
Rebecca French

STATE OF WYOMING)
) ss.
COUNTY OF PARK)

The above and foregoing instrument was acknowledged before me this,

the 11 day of May, 2026

by Kevin French and/or Allison French.

BETTY J WEBBER
Notary Public - State of Wyoming
Commission ID #84605
My Commission Expires
January 06, 2031

WITNESS my hand and official seal.

Betty J Webber
Notary Public

My Commission Expires: 1-6-2031

The above and foregoing instrument was acknowledged before me this,

the 4 day of May, 2026

by Tim A. French and Rebecca French.

WITNESS my hand and official seal.

Betty J. Webber
Notary Public

My Commission Expires: 1-6-2031

BETTY J WEBBER
Notary Public - State of Wyoming
Commission ID # 84605
My Commission Expires
January 06, 2031

