THIRD AMENDMENT AND RESTATEMENT OF COVENANTS, CODES, EASEMENTS AND RESTRICTIONS GOVERNING THE PADDOCKS AT FORT SANDERS

THIS DECLARATION is made this 28 day of 2023, by THE PADDOCKS AT FORT SANDERS HOMEOWNERS ASSOCIATION, a Wyoming Nonprofit Corporation, WYO.ID: 2013-000645476, hereinafter referred to as "Declarant," whose correspondence address is P.O. Box 2268, Laramie, Wyoming, 82073-2268, its successors and assigns.

WITNESSETH

WHEREAS, "Declarant" are the Owners represented by a duly-elected Board of Directors and Officers, who own in fee simple of that certain real property situated in the County of Albany, State of Wyoming, more particularly described on the legal description appended hereto as Exhibit "A" and incorporated herein by reference. Portions of that real property are depicted on that certain plat or plats on file in the real estate records of the Albany County Clerk, hereinafter referred to as "the Property," and/or as "the Subdivision". It is the Owners' intention to submit to the authority of these Covenants only those portions of the real property described on Exhibit A for which a final plat has been approved by the Board of Albany County Commissioners. Additional portions may be submitted to the authority of these Covenants at future dates.

WHEREAS, Declarant desires to establish and maintain a high-quality residential and recreational community, including a horse park and other amenities, for the benefit of owners, their heirs and assigns; and

WHEREAS, Declarant desires to provide for the architectural control of all improvements constructed, altered, and maintained on the Property and for control of all landscaping so as to ensure the lasting beauty and harmony of the community.

NOW, THEREFORE, Declarant does hereby publish and declare that its duly-elected Board of Directors for THE PADDOCKS AT FORT SANDERS HOMEOWNERS ASSOCIATION (HOA), on authority of the Owners, exercises at least 75% of the eligible HOA votes, and that those Covenants, Codes and Restrictions recorded in the office of the Albany County Clerk on June 6, 2012 as document number 2012-3226 are hereby revoked and replaced hereby in their entirety, pursuant to the authority granted in Article V, paragraph 2 thereof. The following terms, covenants, conditions, reservations, restrictions, uses, limitations, and obligations shall henceforth be deemed to run with the land situated in the County of Albany, State of Wyoming, as more fully described on "Exhibit A" attached hereto, and shall be a burden and a benefit to Owners, their transferees, assigns, heirs, and any person acquiring or owning any interest in the Property and improvements situated thereon, their grantees, successors, heirs, executors, administrators, devisees, and assigns, to wit:

Amended and Restated
COVENANTS
THE PADDOCKS AT FORT SANDERS
Page 1 of 14

ARTICLE I- PURPOSE OF DECLARATION

1. The Property. It is the purpose and intention of Declarant expressed by its execution of this instrument, that the Property shall be developed and maintained as a highly desirable residential and recreational community pursuant to this Declaration. These covenants and restrictions will be enforced in addition to state and county laws and regulations and shall not be interpreted so as to negate or diminish any such law or regulation. In the event any such law or regulation shall be more restrictive than is provided herein, the state or county law or regulation shall control. Nothing herein shall be construed to require the State of Wyoming or the County of Albany to enforce any of the covenants contained herein or assume any responsibility whatsoever for the maintenance and control of any portion of the Subdivision.

ARTICLE II - DEFINITIONS

- 1. <u>HOA Board of Directors</u>. When used herein, the "HOA Board of Directors" or "Board" shall mean a three (3) member governing body comprised of a President, Treasurer, and Secretary. All board members must be a Resident Owner in Good Standing. Board members shall be elected by a simple majority of eligible votes cast. The Board and its delegates are the sole governing authority of THE PADDOCKS AT FORT SANDERS HOMEOWNERS ASSOCIATION.
- 2. <u>Bylaws</u>. When used herein, "Bylaws" shall mean those rules and regulations governing the Board and the operations of the HOA, including but not limited to the enforcement of articles and declarations, elections, voting and eligibility, as well as parameters for how board members and residents interact on a variety of issues.
- 3. Architectural Review Committee. When used herein, "Committee" or "Architectural Review Committee" shall mean a standing committee at all times consisting of at least three (3) members appointed pursuant to this Declaration in ARTICLE III by the Board for the purpose of approving or disapproving all building improvements, structures, fences, etc. on the Property. The Committee's primary responsibility shall be the review and approval of building plans, ensuring that home owners comply with code compliance inspections as provided for below, and change approvals.
- 4. <u>Home Owners Association</u>. There is established hereby an association to be known as The Paddocks at Fort Sanders Home Owners Association (HOA). The HOA shall have authority to enforce and to propose amendments to this Declaration. The HOA adopted by-laws setting forth voting eligibility and voting procedures. The owners of lots in the Subdivision, including the Developer as to any unsold lots, are eligible to vote as prescribed in the By-Laws. The HOA shall have authority to amend this Declaration upon a vote of 65% of eligible votes cast.
- 5. <u>Plans</u>. When used in ARTICLE III of this Declaration "plans" shall mean: site plans including north arrow, Lot number, street names and number, Lot dimensions in scale, residence and other improvements with setbacks, all paved areas, architectural plans including complete working drawings, specifications of all exterior materials (trim, siding, windows, doors, roof, railings, shade structures, and ornamentation), engineered foundation plan showing

Amended and Restated COVENANTS THE PADDOCKS AT FORT SANDERS Page 2 of 14 elevation, and exterior perspective showing the street view; and painted or stained samples of siding, trim and masonry; and such additional information as the Architectural Review Committee may require in an individual case, or as set forth in the Design Guidelines.

- 6. <u>Lot.</u> When used herein, "Lot" or "Building Site," shall mean any Lot, or portions thereof, or parcel of land as depicted on the final plat for the Subdivision, as filed in the office of the Albany County Clerk.
- 7. Owner. When used herein, "Owner" or "Owners" shall mean and refer to the record owners, whether one or more persons or entities owning fee simple title to any Lot which is part of the Property, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.
- 8. <u>Resident Owner</u>. When used herein, "Resident Owner" shall mean an Owner that physically resides on, and whose principal residence is, an "Improved Lot" listed in Appendix A.
- 9. <u>Good Standing</u>. When used herein, an Owner in "Good Standing" is a member of the HOA who: (a) is current on all dues, fees, assessments and fines as recorded and verified by the HOA Treasurer; and (b) is not currently adjudicated by the Board or a court of law having competent jurisdiction to be in violation of any provisions of this DECLARATION.
- 10. <u>Improvement</u>. When used herein, "Improvement" shall mean and include any change, alteration or addition to a Lot, including any residence or other building, outbuildings, roads, driveways, parking areas, walls, retaining walls, stairs, patios, courtyards, poles, signs, antennas and any structure.
- 11. Improvement District. When used herein, "Improvement District" shall mean the Paddocks Improvement District, a governmental agency with boundaries identical to the Subdivision. The Improvement District serves at the pleasure of Resident Owners on all Major Capital Improvements, and has authority to assess the costs of improvements and services against the properties in the Subdivision. When applied to the Improvement District, "improvements" and "services" are defined pursuant to WYO.STAT. §18-12-102(a)(viii), and includes the maintenance of all structures and facilities intended for common and public use. In order to protect the interests of Resident Owners and the value of properties in the Subdivision, the Improvement District shall abide by all applicable laws, codes, ordinances and authorities applicable to this Property and Subdivision established by the State of Wyoming and/or Albany County, whichever is more supportive of and for community safety, access and enjoyment.
- 12. <u>Maximum Building Footprint</u>. When used herein, "Maximum Building Footprint" shall mean the largest area within the building envelope on any Lot which may be occupied by buildings or covered by roofs, regardless of the form of foundation underlying the building(s).
- 13. <u>Outbuilding.</u> When used herein, "Outbuilding" shall mean any structure that is not physically attached to the residence and does not share an internal passageway between the structure and the residence.
- 14. <u>Capital Improvements Major and Minor</u>. When used herein, "Capital Improvements" shall mean any alteration or addition to real property or land that: (a) substantially adds to the value of the real property or appreciably prolongs the useful life of the

Amended and Restated COVENANTS THE PADDOCKS AT FORT SANDERS Page 3 of 14 real property, (b) becomes a part of the real property or is permanently affixed to the real property so that removal would cause material damage to the property or article itself, and (c) is intended to become a permanent installation. A "Minor Capital Improvement" shall mean any Capital Improvement costing at most \$50,000, whereas all other capital improvements constitute "Major Capital Improvements."

15. <u>Developer</u>. When used herein, "Developer" shall mean NEPTUNE MANAGEMENT CORPORATION, a Wyoming Corporation, and its successors holding title to land within the Subdivision.

ARTICLE III - IMPROVEMENTS CONTROL

- 1. Architectural Review Committee. There is hereby established an Architectural Review Committee (Committee) whose members are nominated by the Board and confirmed by a simple majority of the eligible votes cast. The Committee must be comprised of at least 80% Resident Owners in Good Standing. Members shall not be entitled to compensation for services performed pursuant to this provision. Subject to Board approval, the Committee may choose to hire staff to assist them in fulfilling their duties. If at any time, there is one or more vacancies on the Committee, the Board of Directors of the HOA may appoint one or more replacement members. Additionally, at least one member of the Architectural Review Committee shall attend all board meetings.
- 2. Review and Approval by Committee. No Improvement, including houses, fences, walls, garages, barns, drives, and parking areas shall be constructed or altered unless complete plans for such construction or alteration are approved in writing by the Architectural Review Committee prior to the commencement of work.
- 3. <u>Variances.</u> The Committee may allow reasonable variance from the terms of this Declaration or of the Design Guidelines set forth herein, to terms and conditions it shall require. All costs and expenses incurred in processing the variance shall be paid in advance by the party requesting the variance. Owners whose proposed variances are denied may appeal the Committee decision to the Board for final disposition.
- 4. <u>General Requirements</u>. The Committee shall require that all construction and major alterations within the property, including the visual design, materials, color, site location, heights, topography, driveway, grade, and finished ground and foundation elevation, be consistent with and complementary to the natural surroundings and existing structures, and complimentary to the character of the Subdivision as a whole, in the sole judgment of the Committee. All construction on the same Lot shall be of the same or complimentary type materials, color, and design. All construction shall conform to the most recent edition of the following codes:
 - a. International Building Code (IBC);
 - b. International Residential Code;
 - c. International Plumbing Code;
 - d. International Fuel Gas Code;
 - e. Interactional Mechanical Code;
 - f. National Electrical Code.

Amended and Restated
COVENANTS
THE PADDOCKS AT FORT SANDERS
Page 4 of 14

Until such time that the Subdivision is in full compliance with the standards and requirements of Fire Code 2021 of Wyoming, corresponding to:

- a. the International Fire Code (IFC) Chapter 15.24 Fire Code and Chapter 15.24.040A IFC 2021, and at Appendix C in prior releases; and to
- b. the IFC 2021 at D107.1 One- or Two-Family Dwelling Residential Developments and IFC 2021 at D103.4 Dead-ends, and at Appendix D in prior releases,

all construction commencing after the adoption of this article shall conform to the most recent editions of the specific aforementioned chapters and sections of the Fire Code of Wyoming and International Fire Code.

- 5. Exterior Appearance. Siding of primary dwelling structures shall be constructed of adobe, masonry, wood, or vinyl siding, and shall be kept natural colors, earthtones or white. Metal siding shall not be used on primary dwellings. Outbuildings may be constructed of materials appropriate to the setting and function, with no Quonset hut type of construction allowed. All outbuildings must also be finished in natural colors, earthtones, or white.
- 6. Septic System Design and Maintenance. No septic system shall be installed or used on any Lot unless its design and location has been approved by the Committee. All septic systems on the Property shall either use the preferred Advantex (TM) design or other approved designs, as required by the Wyoming Department of Environmental Quality for the intended use and proposed improvements for the Lot. Lot owners shall maintain their septic system following its installation in accordance to the manufacturer's guidance and instructions. In the event of a septic system failure, the Lot owner is responsible for the full cost of remediation, including any damage or inconvenience to adjacent lots. The Owner of the failed septic system must complete all remediation within two (2) weeks or the approved timeframe; otherwise, fines and penalties may be imposed.
- 7. <u>Preliminary Approvals</u>. Owners who anticipate constructing improvements within the property or who own or contemplate the purchase of a Lot, may submit a preliminary design of improvements, and preliminary selection of contractors to the Committee for informal review. The Committee shall not be committed or bound by any informal review until complete plans are submitted.
- 8. <u>Plans.</u> The Committee shall disapprove any plans submitted which are not sufficient for them to exercise the judgment required by this Declaration and/or the Architectural Guidelines.
- 9. <u>Liability</u>. The Architectural Review Committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, including approvals for code compliance or life safety issues.
- 10. <u>Written Records.</u> The Committee shall keep for at least five (5) years one complete copy of all records of applications submitted to it (including one set of all plans so submitted) and actions of approval or disapproval and other actions taken by it under the provisions of this Declaration.

Amended and Restated COVENANTS THE PADDOCKS AT FORT SANDERS Page 5 of 14

- 11. Enforcement. Upon first notifying the Board of any forthcoming enforcement action, and on receiving Board approval, the Committee shall have the authority to enforce this Article III. The Committee and/or the Board shall have authority to stop work, through a court-issued preliminary injunction, on any Lot if the Committee determines that any Improvement is being constructed in non-compliance with approved Plans. Any Lot Owner in violation of this Article III waives his/her right to object to such measures. The Committee shall be permitted to enter and inspect any Lot where construction is underway on any Improvements to determine whether such construction complies with approved Plans.
- 12. <u>Design Guidelines.</u> The following design guidelines shall control the construction of all structures at the Paddocks:
 - a. Permitted and Prohibited Designs.
 - 1. Only single story, and story-and-one-half houses will be permitted.
- II. All home designs shall use professionally developed plans and specifications. Variations of roofline, placement of porches, or variation of exterior materials and/or color shall be used to vary the appearance of houses using the same floor plan.
- III. Greater latitude of design will be given to historic ranch style homes of the Mountain West and Southwest, but all conventional architectural styles are welcome.
- IV. The style and colors of all dwellings and structures, including roofs and chimneys, shall harmonize with the natural surroundings and must be designed to coordinate with the dwelling on the Lot.
- V. Outbuildings, including detached garages are allowed, of engineered steel or wood construction, provided materials and colors are coordinated with the residence. Except as further limited by Appendix A, the Maximum Building Footprint, including the combined floor area of all buildings on any Lot, or the maximum combined building footprint of all adjacent lots under the same Owner, including the house, shall not exceed three times the above-ground square footage of the house, or one-quarter of the Maximum Building Footprint or maximum combined building footprint, whichever is greater.
- VI. The minimum square footage of homes above grade is 1400 square feet, (excluding garage and stable) as indicated on the attached Appendix A.
- VII. All initial residential home construction must be performed by licensed Professional contractors within their licensed specialty or trade. Outbuilding construction, home remodeling, landscaping and basement finishing may be performed by the owner or by volunteer labor. Construction, once commenced, must be continuous and proceed to completion of the primary dwelling within a reasonable time frame, generally one year.

b. Permitted and Prohibited Construction Types and Materials

I. Trailers, mobile homes, modular or factory-built homes are not allowed. Any house built on any lot must be "Stick-built, onsite". No structure of a temporary character shall

Amended and Restated
COVENANTS
THE PADDOCKS AT FORT SANDERS
Page 6 of 14

be used on any lot, either temporarily or permanently. However, this covenant shall not restrict a building contractor, Developer or Developer's successor in interest from maintaining a temporary office, tool shed, lumber shed and/or sales office for the purpose of erecting and/or selling homes. Temporary construction offices and tool storage trailers may be maintained only at active construction sites, inside a fenced building envelope. No dwelling or other structure may be occupied by humans or by animals unless the Committee has issued a written occupancy certificate acknowledging completion of the structure according to the Plans, and authorizing occupancy.

II. Exterior colors and samples of exterior materials shall be reviewed and approved by the Committee. Outbuildings may be constructed of steel or wood of pole barn or free-span truss design.

ARTICLE IV - RESTRICTIONS

<u>Land Use Restrictions.</u> Unless otherwise noted on the relevant final plat, all lots in the Subdivision shall be used for single-family residential purposes only, except that a sales and construction office may be maintained by the Developer and/or its agents during development of the Subdivision. The following restrictive covenants shall apply to all the Property, except as otherwise designated, to wit:

- 1. Lots shall be used for residential purposes only, except that professionals (e.g. doctors, lawyers, architects, accountants, and consultants) may maintain professional offices within their homes so long as they do not advertise their offices or have employees working on the premises who reside off the premises. No building or other structure shall be erected or significantly altered without the approval of the Architectural Review Committee. No processing of chemicals or manufacture of drugs or any other product for commercial sale is permitted on any Lot.
- 2. Construction of homes and outbuildings is allowed only within a limited building envelope on each Lot. All areas outside the building envelope shall remain as open space, and shall not be fenced, built upon, or used for any purpose except recreation, landscaping, the placement of approved wells, utilities and their associated structures intended for private use, and access to the building envelope for a road and utilities. Storage of vehicles, equipment, materials, trailers, boats, RVs or any other objects are not permitted outside the building envelope. No structures, permanent or portable, shall be erected for any purpose outside the building envelope. The location of the building envelope shall be approximately in the center of the Lot, in a location approved by the Architectural Review Committee. The size of the building envelope for each Lot is limited to that area indicated on Appendix A: Building Envelopes. No residential Lot shall be further subdivided. Open space Lots may be further subdivided for administrative convenience, but no additional residential Lots shall be created therefrom.
- 3. Horses, donkeys or mules (herein after referred to as "horses" collectively) may be kept on any Lot, for any purpose. Owners may make use of the portion of their Lot lying outside their building envelope for recreation and training of horses during daytime, but at no time may horses be allowed to graze, remain tethered or to roam freely outside the enclosed

portion of a building envelope. Horses shall not be allowed to graze in the parks, trails or rights of way within the Subdivision.

- 4. Stables and turnout areas must be approved by the Architectural Review Committee. No more than three horses shall be housed on any Lot. While present on any Lot, excepting the use of designated trails, horses must be kept inside the building envelope in an approved stable or other enclosure. All riding or exercising of horses shall be done within the owners' Lot, and common areas, parks, and trails; and the horse owner assumes all liability when their horse is not within their Lot. While using the parks, trails or areas outside building envelopes, horses must remain under the physical control of a rider or handler at all times. All manure and stable litter shall be removed from the Lot, trails, and riding areas by the horse owner, and disposed of off-site before the odor becomes offensive to neighbors.
- 5. Common areas, parks and bridle trails inside the Paddocks may only be used by residents, dogs under the control of their owners, and horses under the physical control of a rider or handler. No motorcycle, ATV, snowmobile, or other mechanical or motorized conveyance shall be used in the open spaces, in parks or on bridle trails at any time, except for maintenance vehicles approved by the Paddocks Improvement District, except: bicycles may be used on the trail parallel to Howe Road, and no others. No motor vehicles shall be used in the subdivision except licensed motor vehicles, which shall be operated only on named roads or driveways. Motorcycle, bicycle and ATV riding courses are prohibited on any Lot, either within or outside of the building envelope.
- 6. Dogs are permitted to run off-leash in the Paddocks common areas only when accompanied by their owner and under complete voice control. In the absence of their owner, dogs may be permitted to roam off leash only within the portion of a building envelope that is fully enclosed by physical or electronic fencing. Dog owners must keep their dogs under voice control or on a leash at all times. Dogs shall be immediately placed on a leash whenever horses are present.
- 7. All exterior lighting shall comply with the Albany County Outdoor Lighting Regulations. High intensity down-lighting is permitted only with motion-sensors, not freestanding or above the home's elevation.
- 8. No fencing of any kind is allowed around the perimeter of any Lot. Only the building envelope or an area within the envelope may be fenced, and then only with a decorative fence. The Architectural Review Committee may approve a backyard privacy fence which encloses an area no larger than the home's above-ground square footage.
- 9. No nuisance, unsafe or offensive activities as defined in the Bylaws or prohibited by local authorities shall be carried on upon any Lot which may become an annoyance to the neighborhood. Further, except as follows or as otherwise specifically allowed pursuant to these Covenants:
 - a. Household Pets: Cats, dogs, or other household pets may be kept, provided that any animals so kept upon the premises shall not be kept, bred, or maintained for any commercial purpose. There shall be no more than four total household pets kept on any Lot.

Amended and Restated COVENANTS THE PADDOCKS AT FORT SANDERS Page 8 of 14

- b. All approved small livestock and domestic fowl shall be confined inside a fenced area, pen, coop or kennel unless attended by their owners. Notwithstanding anything to the contrary, the Owner shall have the responsibility to control at all times noises, offensive activities, noxious odors and dust from his/her premises. Owners seeking to maintain small livestock on their property must first petition the Board for approval, and have improvement plans approved by the Architectural Review Committee.
- 10. Any activity posing a fire risk, including trash burning, open fires, unenclosed barbeque pits or outdoor welding, is prohibited.
- 11. Each Owner of a Lot shall be responsible for keeping grass, shrubs, ornamental trees, and other plantings on such site in an attractive, living condition.
- 12. Each Lot at all times shall be kept clean, sightly, and in good condition. No trash, litter, junk, boxes, containers, bottles, cans, lumber, heavy duty equipment greater than 10,000 lbs or having a horsepower rating exceeding 100hp, or building materials shall be permitted to remain exposed upon any Lot so they are visible from any neighboring Lot or street except as is necessary during the period of construction. All vehicles parked or stored outside must have current registration. In the event any fire or any other casualty, said structure shall be promptly rebuilt or remodeled to conform with this Declaration; or if the structure is not to be rebuilt, all remaining portions of the structure, including the foundations and all debris, shall be promptly removed from the property. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner.
- 13. All owners are required to be members of the Paddocks Homeowners' Association (Paddocks HOA), and to pay membership fees or other assessments to the Paddocks HOA.
- 14. All owners are required to obtain their potable water from the South of Laramie Water and Sewer District (SLWD). Under no circumstances shall well water or any other water source be permitted to comingle, contaminate, connect to, or share a connection with SLWD water lines or mains.
- 15. Owners are responsible to provide for the construction and maintenance of, and snow removal from, their own driveways.
- 16. Developer reserves those mineral rights which it owns, underlying all Lots in the Subdivision. Neither Developer nor any subsequent Lot owner shall occupy the surface of any Lot in an attempt to explore for or to produce any minerals on or underlying any Lot.

ARTICLE V - GENERAL PROVISIONS

1. <u>Enforcement.</u> The Owner of any improved or developed Lot, pursuant to the Bylaws, may seek Board intervention against any person or persons violating or attempting to violate any of said restrictions and limitations, either to recover damages for such violations or to restrain such violations or attempted violation. The HOA Board may bring legal action, impose fines, foreclosures and liens in accordance to its enumerated powers and pursuant to the provisions of the Bylawsagainst any Owner whose Lot is found to contain any condition which

Amended and Restated
COVENANTS
THE PADDOCKS AT FORT SANDERS
Page 9 of 14

violates any provision of this Declaration. An Owner seeking to enforce any restriction contained herein, pursuant to the guidelines of the Bylaws, shall afford the purported violator thirty (30) days following written notice properly served to correct the violation before requesting a Board hearing and/or initiating private legal actions.

- 2. <u>Special Maintenance and Improvement Provision</u>. When necessary, the Board shall have authority to maintain roads, structures and facilities otherwise serviceable by the Improvement District to ensure the safety and welfare of Resident Owners; and shall have authority to make minor capital improvements and maintenance of same.
- 3. <u>Amendments.</u> This Declaration may be amended at any time by the vote of sixty-five percent (65%) of the eligible HOA votes.
- 4. <u>Term.</u> The restrictions and limitations herein set forth are to be construed as covenants running with the land and shall be binding on all parties and all persons claiming any part of the above described property for a period of thirty (30) years from the date these presents are recorded in the office of the Clerk of Albany County, Wyoming, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of a majority of Lots has been recorded in the office of said County Clerk, agreeing to change said covenants in whole or in part.
- 5. Additional Land. The Developer owns additional land, adjacent to the land subject to the authority of this Declaration, that are within the declared boundaries of the Subdivision, a.k.a. The Paddocks at Fort Sanders, approved by Albany County, Wyoming and on file in the real estate records of the Albany County Clerk. Should the Developer, upon the approval of Albany County, apportion the additional land into residential lots, the HOA shall update Appendix A to include such additions and those lots shall be subject to the authority of this Declaration.
- 6. <u>Severability.</u> Should any part of this Declaration be declared invalid or unenforceable by any court of competent jurisdiction, such decisions shall not affect the validity of the remaining part of this Declaration.
- 7. <u>Headings</u>. Headings used herein are for convenience of reference only and shall in no way define, limit, or prescribe the scope or the provisions under this Declaration.
- 8. <u>Construction.</u> Words of the masculine gender shall include the feminine and neuter genders and when the sentence so indicates, words of the neuter shall refer to any gender. Words in the singular shall include the plural and vice versa. This Declaration shall be construed according to its fair meaning.
- 9. <u>Minor Amendments</u>. To meet the requirement of any first mortgage lender or intended lender or prior to the sale of fifty percent (50%) of the Lots to Owners, Declarant reserves the right to amend this Declaration to provide for a better community of development so long as the general residential theme is protected.
- 10. <u>Controlling Law and Consent to Jurisdiction</u>. In the case of any conflict between this Declaration and the laws and statutes of the State of Wyoming, Wyoming law and statutes

Amended and Restated
COVENANTS
THE PADDOCKS AT FORT SANDERS
Page 10 of 14

shall control. Each Owner expressly consents to the jurisdiction of the courts of the State of Wyoming, and waives objection to venue for any action filed in Albany County, Wyoming.

- 11. Required Unanimous Consent. The following restrictions are subject to amendment only by unanimous consent of the owners of all lots in the Subdivision:
 - a. No lots shown on the Final Plat may be further subdivided.
 - b. Single family residences are the only allowable use of lots in the Subdivision. No commercial enterprises shall operate on any lot except as provided in Article IV, paragraph 1.

THESE DECLARATIONS are signed and executed this 28 day of Feb. 2023, on behalf of

THE PADDOCKS AT FORT SANDERS HOMEOWNERS ASSOCIATION

Jennifer Christenson, Board Member and President

By: Hannah Deardorff, Board Member and Secretary
Di Alexandre
By: Gilbert Tso, Board Member and Treasurer
STATE OF WYOMING)) ss.
COUNTY OF ALBANY)
The foregoing Third Amendment and Restatement of Covenants, Conditions, Easements, and
Restrictions was acknowledged before me this 28 day of Telo. 2023 by Jennifer Christenson, Board Member and President, Hannah Deardorff, Board Member and Secretary, and Gilbert Tso, Board Member and Treasurer, THE PADDOCKS AT FORT SANDERS HOMEOWNERS ASSOCIATION, a Wyoming Nonprofit Corporation, WYO.ID: 2013-000645476.

Witness my hand and official seal.

(Seal:)

STACEY COOK - NOTARY PUBLIC
COUNTY OF STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 28 2023

tary Public

My commission expires: 8

3 28 23

Amended and Restated
COVENANTS
THE PADDOCKS AT FORT SANDERS
Page 11 of 14

APPENDIX A

The Paddocks at Fort Sanders - Phase One, Albany County Wyoming

- 1. All Lots 1-17, Block 1;
- 2. All Lots 1-15. Block 2;
- 3. All Lots 1-22, Block 3;
- 4. All Lots 1-18. Block 7

as said, Lots and Blocks are set forth on the Final Plat of The Paddocks at Fort Sanders – Phase One, Albany County, Wyoming.

Appendix A: Building Envelopes, Minimum Home Sizes and Maximum Footprint for all Buildings

Block	Lot	Minimum Above- ground Home Size	Maximum Building Footprint	Maximum Building Envelope Area
1	1	1400 square feet	7000 square feet	1.5 acre
1	2	1400 square feet	7000 square feet	1.5 acre
1	3	1400 square feet	5500 square feet	1 acre
1	4	1400 square feet	5500 square feet	1 acre
1	5	1400 square feet	5500 square feet	1 acre
1	6	1400 square feet	5500 square feet	1 acre
1	7	1400 square feet	5500 square feet	1 acre
1	8	1400 square feet	5500 square feet	1 acre
1	9	1400 square feet	5500 square feet	1 acre
1	10	1400 square feet	5500 square feet	1 acre
1	11	1400 square feet	5500 square feet	1 acre
1	12	1400 square feet	5500 square feet	1 acre
1	14	1400 square feet	7000 square feet	1.5 acre
1	15	1400 square feet	7000 square feet	1.5 acre
1	16	I400 square feet	8000 square feet	2 acres
1	17	1400 square feet	5500 square feet	1 acre
2	1	1400 square feet	5500 square feet	1 acre
2	2	1400 square feet	5500 square feet	1 acre
2	3	1400 square feet	5500 square feet	1 acre
2	4	1400 square feet	5500 square feet	1 acre
2	5	1400 square feet	5500 square feet	1 acre
2	6	1400 square feet	5500 square feet	1 acre
2	7	1400 square feet	5500 square feet	1 acre
2	8	1400 square feet	5500 square feet	1 acre
2	9	1400 square feet	5500 square feet	1 acre
2	10	1400 square feet	5500 square feet	1 acre

Amended and Restated
COVENANTS
THE PADDOCKS AT FORT SANDERS
Page 12 of 14

2	11	1400 square feet	5500 square feet	1 acre
2	12	1400 square feet	5500 square feet	1 acre
2	13	1400 square feet	5500 square feet	1 acre
2	14	1400 square feet	5500 square feet	1 acre
2	15	1400 square feet	7000 square feet	1.5 acre
3	1	1400 square feet	7000 square feet	1.5 acre
3	2	1400 square feet	5500 square feet	1 acre
3	3	1400 square feet	7000 square feet	1.5 acre
3	4	1400 square feet	7000 square feet	1.5 acre
3	5	1400 square feet	5500 square feet	1 acre
3	6	1400 square feet	5500 square feet	1 acre
3	7	1400 square feet	5500 square feet	1 acre
3	8	1400 square feet	5500 square feet	1 acre
3	9	1400 square feet	7000 square feet	1.5 acre
3	10	1400 square feet	7000 square feet	1.5 acre
3	11	1400 square feet	5500 square feet	1 acre
3	12	1400 square feet	5500 square feet	1 acre
3	13	1400 square feet	5500 square feet	1 acre
3	14	1400 square feet	5500 square feet	1 acre
3	15	1400 square feet	5500 square feet	1 acre
3	16	1400 square feet	5500 square feet	1 acre
3	17	1400 square feet	5500 square feet	1 acre
3	18	1400 square feet	5500 square feet	1 acre
3	19	1400 square feet	5500 square feet	1 acre
3	20	1400 square feet	5500 square feet	1 acre
3	21	1400 square feet	5500 square feet	1 acre
7	1	1400 square feet	8000 square feet	2 acres
7	2	1400 square feet	8000 square feet	2 acres
7	3	1400 square feet	8000 square feet	2 acres
7	4	1400 square feet	8000 square feet	2. acres
7	5	1400 square feet	7000 square feet	1.5 acre
7	6	1400 square feet	7000 square feet	1.5 acre
7	7	1400 square feet	7000 square feet	1.5 acre
7	8	1400 square feet	7000 square feet	1.5 acre
7	9	1400 square feet	7000 square feet	1.5 acre
7	10	1400 square feet	8000 square feet	2 acres
7	11	1400 square feet	8000 square feet	2 acres
7	12	1400 square feet	8000 square feet	2 acres
7	13	1400 square feet	7000 square feet	1.5 acre
7	14	1400 square feet	7000 square feet	1.5 acre
7	15	1400 square feet	7000 square feet	1.5 acre

Amended and Restated COVENANTS THE PADDOCKS AT FORT SANDERS Page 13 of 14

7	16	1400 square feet	7000 square feet	1.5 acre
7	17	1400 square feet	7000 square feet	1.5 acre

The Paddocks at Fort Sanders - Phase One 2nd Addition 1st Filing. Albany County Wyoming

- 5. All Lots 1-12, Block 1;
- 6. All Lots 38-43, Block 4;
- 7. All Lots 1, Block 2;
- 8. All Lots 1-2 & OL A. Block 6.

as said, Lots and Blocks are set forth on the Final Plat of The Paddocks at Fort Sanders – Phase One 2rd Addition 1st Filing, Albany County, Wyoming.

Appendix A: Building Envelopes, Minimum Home Sizes and Maximum Footprint for all Buildings

1 2 3 4 5 6 7 8	1400 square feet	5500 square feet 5500 square feet 5500 square feet 7000 square feet 7000 square feet 7000 square feet 7000 square feet	Envelope Area .75 acre .75 acre 1 acres 1.5 acres 1.5 acres 1.5 acres
3 4 5 6 7 8	1400 square feet	5500 square feet 7000 square feet 7000 square feet 7000 square feet	1 acres 1.5 acres 1.5 acres 1.5 acres
4 5 6 7 8	1400 square feet 1400 square feet 1400 square feet	7000 square feet 7000 square feet 7000 square feet	1.5 acres 1.5 acres 1.5 acres
5 6 7 8	1400 square feet 1400 square feet	7000 square feet 7000 square feet	1.5 acres 1.5 acres
6 7 8	1400 square feet	7000 square feet	1.5 acres
7		•	
8	1400 square feet	7000 square feet	
			1.5 acres
9	1400 square feet	7000 square feet	1.5 acres
_	1400 square feet	7000 square feet	1.5acres
10	1400 square feet	7000 square feet	1.5 acres
11	1400 square feet	7000 square feet	1.5 acres
12	1400 square feet	5500 square feet	1 acre
1	1400 square feet	5500 square feet	1 acre
38	1400 square feet	5500 square feet	1 acre
39	I 400 square feet	5500 square feet	1 acre
40	1400 square feet	5500 square feet	1 acre
41	1400 square feet	5500 square feet	1 acre
42	1400 square feet	7000 square feet	1.5 acres
43	1400 square feet	7000 square feet	1.5 acres
1	1400 square feet	70 00 square feet	1.5 acres
2	1400 square feet	5500 square feet	1 acre
	40 41 42 43 1	39 I 400 square feet 40 1400 square feet 41 1400 square feet 42 1400 square feet 43 1400 square feet 1 1400 square feet	39 I 400 square feet 5500 square feet 40 1400 square feet 5500 square feet 41 1400 square feet 5500 square feet 42 1400 square feet 7000 square feet 43 1400 square feet 7000 square feet 1 1400 square feet 7000 square feet

Amended and Restated
COVENANTS
THE PADDOCKS AT FORT SANDERS
Page 14 of 14