



**Second Amendment to the Declaration of Covenants, Conditions and Restrictions  
for the  
Buffalo Sage Townhomes Addition to the Town of Alpine, Wyoming**

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions for The Buffalo Sage Townhomes Addition to the Town of Alpine, Wyoming (hereafter "this Second Amendment") is made, declared and adopted by SSDA, LLC, a Wyoming limited liability company (the "Declarant"), which owns 100% of the Property as hereafter defined.

**RECITALS**

- A. On June 5, 2017, a "Declaration of Covenants, Conditions and Restrictions for The Buffalo Sage Townhomes Addition to the Town of Alpine, Wyoming" was recorded in the Office of the Lincoln County, Wyoming Clerk at Book 899, Page 453 as Document #992565 ("the Original Declaration").
- B. The Original Declaration affects and encumbers that real property legally described as Buffalo Sage Townhomes Addition to the Town of Alpine according to Plat 288A, recorded on November 21, 2006 under Receiving # 924670 in the Office of the Lincoln County Clerk ("the Plat"), together with all buildings and improvements constructed or located thereon, and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said real property (collectively "the Property").
- C. On September 9, 2021, Declarant recorded a First Amendment to the Declaration of Covenants, Conditions and Restrictions for The Buffalo Sage Townhomes Addition to the Town of Alpine, Wyoming ("the First Amendment").
- D. Declarant has not transferred title to any of the Property, and owns 100% fee simple title to the Property, and is executing this Second Amendment to amend certain provisions of the Original declaration, as more specifically described below.

NOW THEREFORE, Declarant hereby declares that the Property shall be held, conveyed, leased, used, improved and occupied subject to the Original Declaration, as amended below, and the First Amendment.

**ARTICLE I – DEFINITIONS: a new Section 18 is added as follows:**

"Section 18. Authorized Motorized Vehicles, shall mean and refer to motorized passenger vehicles, including cars, light duty trucks, and motorcycles primarily designed for street use, that are fully functioning and registered to be operated on public highways and streets in the State of Wyoming.

**ARTICLE V - USE AND DEVELOPMENT RESTRICTIONS & REQUIREMENTS,  
Section 5 “Open Storage” is deleted and replaced with the following:**

“Section 5 Open Storage. Other than the type and number of Authorized Motor Vehicles allowed to be parked in or adjacent to each Unit as described elsewhere herein, no Owner, tenant or any occupant of a Unit shall store or have located on any Unit or any Common Area or Limited Common Area for more than 48 consecutive hours any personal property not approved in writing by the Design Committee, including but not limited to the following: watercraft, tents, trailers, campers, snow machines, all terrain recreational vehicles, off-road motorcycles. All such items or other possessions shall either be kept or stored in locations off of the Property or, if practical, within the Owner’s Townhome building located on a Unit.

**ARTICLE V - USE AND DEVELOPMENT RESTRICTIONS & REQUIREMENTS,  
Section 9 “Parking, Roads and Drives” is deleted and replaced with the following:**

Section 9. Parking, Roads and Drives.

- a. The Board, through its Rules and Regulations shall have full power and authority to regulate the use of roadways, access drives and common use parking areas by imposing and enforcing speed limits, traffic control signs and devices and other restrictions, all with full power and authority to impose and enforce (by special assessments hereunder or otherwise) fines and other penalties for violations of such regulations.
- b. Each Unit Owner or, if the Unit is leased then the tenant of the Unit Owner, shall park no more than two Authorized Motor Vehicles at their respective Unit at any time. All parking shall occur in parking spaces designated by the Board in its Rules and Regulations. In general, designated parking spaces include the Unit’s garage, the Unit’s driveway, and in the case of Units 11, 12, 13 and 14, the additional parking pads provided adjacent to those Units. An Owner or any tenant of the Owner shall not use or permit to be used such assigned parking spaces for purposes other than to park their Authorized Motor Vehicles.
- c. Owners shall not themselves, and shall not permit their tenants, visitors or contractors to park anywhere on the Property except the parking spaces assigned to their respective Units, or designated in the Association’s Rules and Regulations for guest parking.
- d. Owners shall not themselves, and shall not permit their tenants, visitors or contractors to obstruct any access drives within the Property, obstruct snow removal activities by contractors retained by the Association, or obstruct access to any other Unit.

**THIS PAGE INTENTIONALLY ENDS HERE. THE SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Second Amendment to be executed this 17 day of September, 2021.

SSDA, LLC, a Wyoming limited liability company

By: *Scott M. Shepherd*  
Scott M. Shepherd, Manager

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF TETON     )

The foregoing instrument was acknowledged before me this 17 day of September, 2021, by Scott M. Shepherd as Manager of SSDA, LLC, a Wyoming limited liability company.

Witness my hand and official seal.

*Michelle L. Brown*  
Notary Public  
My commission expires Dec. 9, 2023

