

**FIRST SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS
FOR STONEBROOK MEADOWS**

THIS FIRST SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS FOR STONEBROOK MEADOWS is made this 5th day of January, 2007, by StoneMill Construction, LLC, a Wyoming Limited Liability Company, (hereinafter referred to as "Developer").

RECITALS

1. Developer recorded a Declaration of Protective Covenants for StoneBrook Meadows ("Declaration") on February 23, 2005, in Book 461 of Deeds at Page 350 in the office of the County Clerk for Sheridan County, Wyoming;
2. Developer reserved the right to amend, add, or delete any part of the Declaration until it had transferred authority to the owners by recording a Supplemental Declaration, provided that it does not change substantially the rights of the owners;
3. Developer has not transferred authority to the owners.
4. The amendments to the Declaration, as contained herein do not change substantially the rights of the owners.

NOW, THEREFORE, Developer adopts the following First Supplemental Declaration of Protective Covenants for Stonebrook Meadows as follows:

**Article I
Purpose of Declaration**

The Developer desires by these protective covenants to create a way to preserve the natural character of the area. Also to prevent the devaluation of StoneBrook Meadows individual lots.

**Article II
Architectural Review Process**

1. Purpose of Review is to ensure plans for construction follow covenant guidelines in size, color and quality. Plans must be submitted and approved before any building, fences, structures of any kind are built. The Architectural Review Committee is hereby created with power to administer and enforce this Declaration with regard to approving or disapproving any changes covered in this Declaration.
2. The Developer is the Architectural Committee until, at their discretion they, (after providing written notice to owners) may transfer authority to members of StoneBrook Meadows. Once authority is transferred to lot owners, appointments to the Committee shall be elected by majority vote. In an election, the recorded owner of each lot shall have one vote. The three individuals with the most votes are elected. Upon the death or resignation of any member the Committee remaining shall have authority to designate a successor who shall remain on the Committee until the next annual election.

Notice of the annual meetings of the Committee shall be sent to all owners of lots at their last known address.

3. When plans are submitted for review, they must include the following:
 - A. Site Plan with building location with dimensions, grades, drainage, landscape design
 - B. Exterior Elevations (front and side)
 - C. Color Scheme
 - D. Time schedule for proposed construction

The Committee shall have thirty days for review. If after thirty days the applicant has not received an approval or disapproval this Article will be deemed fully complied with.

4. Minimum criteria for Architectural Review Approval:
 - A. No work can commence until the minimum is met
 - B. No One-story dwelling shall be constructed having less than 1200 sq. ft. living area
 - C. No Two-story dwelling shall be constructed having less than 1500 sq. ft. living area
 - D. All dwellings must have 4/12 pitch or more for roof slope, all front elevations must be designed to be appealing
 - E. All dwellings must have an attached two-car garage
 - F. No dwelling or structure shall be erected which is more than 24' in height
 - G. All fences must be approved by Committee. No fence shall be located forward of the dwelling
 - H. Driveways must be completed prior to occupancy with asphalt or concrete.
 - I. A minimum of 40 square feet of stone required on all homes
 - J. Exterior Colors to be Earth tones (Browns, Tans etc.)
 - K. The Committee shall at any reasonable times, have the right to inspect the work to ensure conformity with approved plans
 - L. The commencement of any construction prior to approval by the Committee shall be a violation of this Declaration

Article III Deviations from Building Criteria

The Committee shall have the power to enter into agreements with owner of any lot, without the consent of the owner of any other lot, to deviate from the provisions of the Covenants restrictions within the jurisdiction of the Committee for the reasons of practical difficulty or particular hardships by such owner. Any deviations, which shall be granted, shall not constitute a waiver of any such Covenant as to other lots in StoneBrook Meadows.

**Article IV
General Restrictions**

1. All lots in StoneBrook Meadows are single family residential lots. No other use is allowed. No structure may be erected without prior written approval by the Committee.
2. All structures, including driveways and culverts, on a lot shall be subject to approval in writing by the Committee.
3. No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done that would be deemed an annoyance by the Committee. Including noise which includes music. No outdoor lights that would provide an excess of light which would illuminate adjacent properties on a routine basis. Owners must maintain their lot or lots. If lots are not maintained, the Committee will enter such lot or lots and cut growth or maintain as needed to appear neat. Owners of such lots will be charged \$60.00 for each instance per lot.
4. Temporary Structures: No structure may be used for a dwelling except that which is approved by the Committee, when constructed and completed.
5. Modular and Mobile Homes are not allowed in this subdivision.
6. Construction Site Controls – The owners are responsible for their lot.
 - A. A trash receptacle must be used during construction.
 - B. Roads shall be kept clean.
 - C. Job site shall be maintained in an orderly fashion.
 - D. If the lot adjacent is used for any purpose, the owner's permission must be granted.
 - E. The Developer holds responsible each respective lot owner for an damage to any improvements in subdivision.
 - F. Owners shall be held responsible for a safe jobsite during construction. The Developer can not be held liable for any accidents that occur on an individual's lot or from any Subcontractor within the subdivision.
 - G. Any construction undertaken must be completed in a timely fashion. The construction of a dwelling must be completed with in one year from issuance of approved plans by the Committee.
7. Lot Appearance: Inoperable vehicles, horse trailers, heavy trucks, equipment or machinery, litter, or unsightly materials are prohibited. Propane tanks must be hidden or screened from curb view.
8. Pets: No vicious, large dogs are allowed. If a dog lunges at passersby in an unaffectionate way, it is considered vicious. All animals must remain in their owners property unless the owner is with them. Owners of dogs must not allow barking to become a nuisance. The Committee, at its discretion has authority to determine which animals are vicious, threatening, or a nuisance. No farm animals are allowed.
9. All motor homes, campers, motorcycles, ATV's must be parked inside or alongside garage and must have a decent appearance. All vehicles that need a license to be used must have a valid license. All operations of vehicles must follow city and state laws.
10. Habitual parking on roadways is prohibited.

11. The Hanover irrigation ditch must be kept free of any obstructions and properly culverted when crossed over.

Article V Tongue River Ditch

1. Tongue River Ditch ("ditch"), which was previously located within the subdivision, has been relocated along the south and east sides of the subdivision.

2. Said ditch requires that the easement for the ditch remain clear of any fence or obstruction.

3. At certain time intervals that may vary from three to ten years, the ditch may be cleaned, leaving large piles of earth, saturated soil on the banks within the ditch easement.

4. Owners in the subdivision do not have a right to take water from said ditch or to carry water in said ditch.

5. The ditch poses a potential danger to humans and animals and Tongue River Ditch Company ("Company"), which owns and operates the ditch cannot be held liable for any harm that may arise.

6. No owners or other third party shall have any right to discharge or dispose any substance into said ditch or any portion of the easement for said ditch.

7. Neither the Developer nor the Owners shall permit utilities to be placed within the ditch easement, except those already in place or allowed pursuant to easements or rights of way.

8. No temporary or permanent improvements of any kind would be made on or within the ditch easement other than improvements by Company to facilitate the conveyance of water down the ditch.

9. No public access shall exist within the ditch easement except as platted or provided by easement.

Article VI Fences

1. All lots in the subdivision that are adjacent to the ditch shall have a minimum four (4) foot high continuous running fence sufficient to preclude a child from crawling through the fence, e.g., chain link fence, continuous cedar fence, etc., which fence shall be constructed on or before May 15, 2007 as to all lots adjacent to the ditch sold by the Developer prior to January 31, 2007, or within ninety (90) days after the purchase of the lot, whichever comes later. It shall be the responsibility of the affected lot owners to construct such fence. The fence shall be constructed along the west and north sides of the ditch easement, but not within the easement.

2. After initial construction of such fences, the maintenance of the fence shall be at the expense of individual lot owners and any repairs to the fence made by the Company shall be billed to the affected lot owners, unless the Company causes damage to the fence in which event the Company shall be responsible for the cost of repairs.

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**Article VII
Enforcement**

1. The Company shall have the right to enforce the provisions contained in Articles V and VI of this Declaration.
2. All covenants contained in Articles V and VI of this Declaration run with the land and shall not be subject to change or amendment under any circumstance without the prior written consent of the Company.

**Article VIII
Compliance with Covenants**

1. All lands within subdivision shall be bound by the restrictions herein set forth for the duration of twenty years from the date this Declaration is recorded, except those provided for in Articles V and VI pertaining to the ditch which shall be in perpetuity. This Declaration will be extended for successive periods of ten years unless two-thirds of the lot owners agree to void these Covenants and Restrictions in total.
2. Notices: Any notice that is sent to the last known address of the owner shall be deemed to have been properly given when mailed by the Committee.
3. Enforcement: The Committee, or any owner, shall have the right and authority, but not the obligation, to enforce compliance with the Covenants and restrictions contained herein.

**Article IX
Water Rights**

Irrigation Rights will be provided to each lot from the Hanover Ditch.

**Article X
Amendments to the Covenants**

1. The Developer reserves the right to amend, add, or delete any part of this Declaration until he transfers authority to the owners, by recording a Supplemental Declaration, provided it does not change substantially the rights of the owners.
2. The owners may at any time after recording this document, modify any of the provisions herein upon the vote of the owners of two-thirds of the lots within StoneBrook Meadows.

IN WITNESS WHEREOF, StoneMill Construction, LLC, has caused this instrument to be executed the day and year first above written.

STONEMILL CONSTRUCTION, LLC

By: David R. Rader

Manager

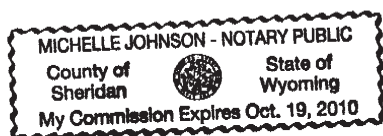
STATE OF WYOMING)
 : ss.
County of Sheridan)

The above and foregoing First Supplemental Declaration of Protective Covenants for StoneBrook Meadows for was subscribed, sworn to and acknowledged before me this 5th day of January, 2007, by Drew Redinger, as Manager of Stonemill Construction, LLC.

WITNESS my hand and official seal.


Notary Public

My Commission expires: _____



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