

StoneBrook Meadows II

Declaration of Protective Covenants

This Declaration is made this 15th day of March, 20 10, by StoneMill Construction, LLC, herein called "The Developer."

Article I

Purpose of Declaration

The Developer desires by these protective covenants to create a way to preserve the natural character of the area and to also prevent the devaluation of StoneBrook Meadows II 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 buildings, 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 II. Once authority is transferred to lot owners, appointments to the Committee shall be elected by majority vote. In any 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 1100 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, (excepting porch, carport, etc. roofs), 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 26' 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 time, 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 the 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 deviation, which shall be granted, shall not constitute a waiver of any such Covenant as to other lots in StoneBrook Meadows II.

Article IV

General Restrictions

1. All lots in StoneBrook Meadows II 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 a 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 cannot 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 within 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 material is 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 behind front of house

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. Irrigation ditch must be kept free of any obstructions and properly culverted when crossed over.

Article V

Tongue River Ditch

Let it be understood that this ditch is large and can be dangerous for people and pets and that for this reason must be fenced with approved fencing.

Article VI

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. 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 VII

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 of this document, modify any of the provisions herein upon the vote of the owners of two-thirds of the lots within StoneBrook Meadows.

Witness hand and seal, this 16th day of March, 20 10.

Signature: *William Redinger*
Developer/StoneMill Construction, LLC

State of Wyoming
County of Sheridan

Subscribed in my presence and sworn before me this 16th day of March, 20 10.

Alishia Bertola
Notary Public

My commission expires: 1-3-2011

