

## StoneRidge Meadows III

### Declaration of Protective Covenants

This Declaration is made this 12 day of Sept., 20 22, 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 StoneRidge Meadows III individual lots.

#### Article II

##### Architectural Review Process

1. Purpose of this 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 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 StoneRidge Meadows. Once authority is transferred to lot owners, appointments to the Committee shall be elected by a 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, and landscape design
- B. Exterior Elevations (front and side)
- C. Exterior 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 and the Architectural Committee has approved the plans.
- B. No Single-Family One-story dwelling (excluding Steamboat Mountain Village) shall be constructed having less than 1,100 sq. ft. living area.
- C. No Single-Family Two-story dwelling shall be constructed having less than 1,500 sq. ft. living area.
- D. No Twin Home attached dwelling shall be constructed having less than 900 sq. ft. living area.
- E. All dwellings must have a roof slope consistent with the architectural style of the home and all front elevations must be designed to be appealing. Gabled styled homes shall have a roof pitch of 5/12 or more.
- F. All single-family dwellings must have an attached two-car garage, minimum.



- G. No dwelling or structure shall be erected on a residential zoned lot which is more than 29' in height. Multi-family structures may not exceed two stories above grade.
- H. All commercial/business or multi-family buildings shall include landscaping along the road/highway frontage. Landscape design must be approved by the Committee.
- I. All fences must be approved by the Committee. No fence shall be located forward of the dwelling or front yard setback.
- J. Driveways must be completed prior to occupancy with asphalt or concrete.
- K. A minimum of 40 square feet of masonry is required on all homes and Twin Homes. Multi-family and Commercial buildings shall also include masonry elements.
- L. Exterior colors must be approved by the Committee
- M. The Committee shall, at any reasonable time, have the right to inspect the work to ensure conformity with approved plans.
- N. 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 StoneRidge Meadows III.

### Article IV

#### General Restrictions

- 1. No structure may be erected without prior written approval by the Committee.
- 2. All structures, including accessory structures (attached and detached), driveways, and culverts, on a lot shall be subject to approval in writing by the Committee prior to the commencement of construction.
  - A. Accessory structures may not be larger than the footprint of the main residence or exceed the height of the main residence and must keep the same architectural style and color palette.
- 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 \$200.00 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 damage to any improvements in subdivision e.g. cracked sidewalks from construction vehicles.
  - 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 including sidewalks.

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, other than chickens (no roosters), are allowed.

9. All motor homes, campers, motorcycles, ATV's must be parked inside or behind the front of the 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 public roadways is prohibited.

11. Commercial lot uses must be approved prior to construction and conform to all Town of Ranchester Codes/Ordinances.

## Article V

### Irrigation Water

1. Irrigation water will be available to single family lots in the subdivision
2. The intent of the system is to keep lawn/landscape watering by raw irrigation water
3. Maintenance – all maintenance must be approved by the Committee to ensure that users are not affected negatively by the repairs.
4. The Committee shall develop a use schedule to ensure all users have adequate water supply.
5. No permanent obstructions shall be placed on the irrigation line or restrict access to the irrigation easements as these may need maintenance and monitoring.
6. The main valves cannot be operated by anyone that does not have explicit authority to do so. Authority must be granted by the Committee.
7. Assessment – all lot owners will be required to pay a yearly assessment for the maintenance of the irrigation water system, due by May 1<sup>st</sup> of each year to the Committee. The amount assessed will be determined by the Committee to ensure that costs associated with operations, fees and maintenance can be paid.

## 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 they transfer authority to the subdivision lot 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 StoneRidge Meadows III.



## StoneRidge Meadows III

### Declaration of Protective Covenants

Witness hand and seal, this 13 day of Sept, 2022

Signature: \_\_\_\_\_

Developer/StoneMill Construction, LLC

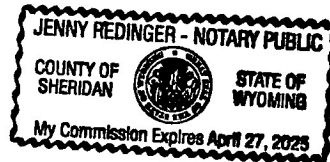
State of Wyoming

County of Sheridan

Subscribed in my presence and sworn before me this 13 day of September, 2022

Jenny Redinger  
Notary Public

My commission expires: 4-27-25



**NO. 2022-781455 DECLARATION OF COVENANTS**

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
STONEMILL CONSTRUCTION LLC  
SHERIDAN WY 82801