



## Steamboat Mountain Village

### Declaration of Protective Covenants and HOA Membership

This Declaration is made this 16 day of May, 20 24, by StoneMill Construction, LLC, herein called "The Developer."

#### Article I

##### Purpose of Declaration

The Developer desires by these covenants and terms to preserve the character of the Steamboat Mountain Village community and the harmonious relationship of its residents. While also providing snow removal and lawn care services for the general enjoyment of community residents.

#### Article II

##### Definitions

1. Common Area: All common areas are owned generally by the HOA. These areas include the 4 parking areas, trash receptacle area, pathways, common building, and all greenspace between individual homes.
2. HOA "Member": Owners of property within the community. Membership in the HOA is mandatory for owners.
3. Residents: Owning or Non-owning individuals residing within the community.
4. Assessment: Recurring fee collected from each "Member" to ensure the ongoing costs associated with proper upkeep of the community are satisfied.
5. Committee: Group of "Members" including President, Secretary and Treasurer (Officers) appointed or elected by the members that shall meet from time to time and be responsible for conducting the business of the HOA.

#### Article III

##### General Terms

1. 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. A modest display of holiday lighting may be deemed acceptable.
2. Lawn care and snow removal
  - a. Members are responsible for maintaining their private yard space directly in front of their home.
  - b. If private yards are not properly maintained, the Committee may issue a notice of violation. If the yard remains unkept/unsightly for a period of 14 days after the notice of violation, the Committee may issue a citation of up to \$250.00
  - c. Lawn care and snow removal for HOA grounds shall be performed by a lawn care/snow removal company(s) as selected by the Committee. The Committee shall obtain at least 2 quotes for this service in the spring of every odd numbered year or more often at their



discretion. If any quote for snow or lawn care is accepted other than the lowest of the quotes provided, it must be approved by a majority vote of Members.

- d. The HOA shall be listed as additionally insured by the lawn care/snow removal company's insurance.
  - e. The HOA/Committee shall not be held responsible for damages caused by HOA hired contractors.
  - f. Neither the Developer or HOA shall be liable for injury or loss of any Member or their guests arising from the maintenance services provided by the HOA. For example: common areas may be icy in some circumstances after snow removal. Please use caution when using common areas.
3. Common Areas
- a. Members, residents and their guests use common areas at their own risk.
  - b. Members, residents and their guests are free to use common areas but abide by the following rules:
    - i. Pick up any/all trash, food and other items and leave area in the same condition as you found it. The common building and patio should also be swept and cleaned up after each use.
    - ii. Noise levels should be kept in moderation in the common areas to not inappropriately disturb other residents.
    - iii. The HOA requests that events (such as a birthday party) where more people/noise may be present in the common areas/common building be relayed to the HOA Secretary 24 hours in advance.
    - iv. Personal property (balls, bikes, chairs, etc.) shall not be left in the common areas. The Committee may dispose of personal property in the common area at their discretion.
4. Parking rules shall be as follows unless specific arrangements are approved by the Committee:
- a. Each resident shall have 2 parking spaces provided by the HOA.
  - b. Parking spaces shall be assigned in a way to minimize the distance from parking for the community as a whole and will be specifically assigned by the Committee. Parking assignments may be adjusted by Committee if necessary (e.g. handicap Residents may be assigned parking close to an accessible ramp.)
  - c. Community guests shall use adjacent, public, on-street parking
  - d. Parking spaces shall be for properly licensed vehicles in operable condition only.
  - e. Parking of trailers, boats, campers, machinery, heavy trucks, and the like shall be prohibited within the HOA parking areas.
5. Trash collection and disposal
- a. Town of Ranchester Dumpsters shall be provided in the south center of the community in the HOA designated dumpster pad location.
  - b. Residents will be responsible for depositing their trash in the provided receptacle and keeping the HOA grounds free of litter or garbage.
  - c. Setting trash bags outside the home for extended periods waiting for a trip to the dumpster is prohibited.
6. Uses other than residential prohibited.
- a. Homes within the community shall be used for residential purposes only. Short, medium and long term rentals are considered residential use, however tenants of the Member shall abide by all of the terms of the HOA Covenants during the use of the premises.
7. Signage
- a. Advertising or business signage shall be prohibited in any HOA owned areas.
  - b. Political signs shall be prohibited on HOA owned areas.
  - c. Other signage for specific events or occasions must be approved by the Committee.
8. Fencing
- a. Decorative fencing not to exceed 4' in height may be installed on the front portion of each home's lot.
  - b. Fencing shall be approved by the committee prior to installation.



9. Pets

- a. No vicious, large dogs are allowed. If a dog lunges at passersby in an unaffectionate way, it is considered vicious.
- b. All animals must remain in their owners' property unless the owner is with them and they are on a leash. Owners of dogs must not allow barking to become a nuisance. Habitual, continual or frequent barking shall be deemed a nuisance.
- c. All animal waste on HOA grounds shall be collected and properly disposed of by the pet's owner
- d. The Committee, at its discretion has authority to determine which animals are vicious, threatening, or a nuisance.
- e. No farm animals are allowed.
- f. Colors or changes on exterior of the houses must be approved by the committee.

10. Maintenance of HOA grounds

- a. Sidewalks, parking areas, signage, accessory buildings, and lawns will be maintained by the HOA. Maintenance of individual residences/property are excluded from the HOA's maintenance responsibility.

## Article IV

### HOA Officers

1. Election or appointment of officers

- a. The developer shall be the "Committee" until 80% (16 homes) have been purchased or at a time of their sole discretion.
- b. The developer shall at that time call and hold a meeting for the election of the "Committee"
- c. Each "Member" shall have one (1) vote for each home that they own.
- d. Committee Members shall be nominated by the Members or developer and elected by majority vote.
- e. If Committee Officers are not elected, the Developer may appoint Committee Officers. If no Members are able to perform the duties of the Committee officers, an independent entity such as a property management company or attorney may be contracted to provide these services. In such an event, Dues must be adjusted accordingly to cover the cost of the fees associated with the HOA management.

2. Committee Officer Compensation

- a. Committee Officers shall not be compensated unless directed by majority vote of Members.

3. Duties of the President

- a. Call and Chair HOA meetings and act as primary liaison between HOA members and the Committee for important updates, decisions, and community information.
- b. Negotiate maintenance contracts and ensure lawn care, snow removal and maintenance is completed as directed by the HOA
- c. Represent the HOA in all public events and engagements
- d. Facilitate/mediate conflict resolution among HOA members as necessary
- e. Help Treasurer set/collect HOA dues
- f. Issue HOA notice of violations/citations when necessary. Citations must be signed by a minimum of 2 Committee Officers.

4. Duties of the Secretary

- a. Ensure HOA contractors provide adequate insurance and list HOA as additionally insured
- b. Record minutes of all HOA meetings and provide recordkeeping of HOA matters.
- c. Provide agenda for each upcoming meeting to HOA members.
- d. Maintain Membership records.
- e. Audit the financial work completed by the Treasurer
- f. Provide HOA orientation for new members and new Officers



5. Duties of the Treasurer

- a. Operate the HOA's financial operations including budgeting, bank account, transactions, bill paying/expense approvals, accounting and tax compliance.
- b. Review and set HOA dues with President. Collect and record HOA dues from each Member monthly.
- c. Establish and maintain reserve fund for long term maintenance items
- d. Provide yearly financial report for review by Committee Officers

## Article V

### 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 shall have the right and authority, but not the obligation, to enforce compliance with the Covenants and restrictions contained herein. Enforcement may be through Notice of Violation, Citation, or in the case of unpaid Dues, the placement of a lien against a Member's property.

## Article VI

### Assessment/Dues

1. Members shall pay a monthly fee in an amount set by the Committee to maintain the HOA grounds including mowing and snow removal as well as payment of dues to the Spirit Ridge irrigation system and costs associated with maintenance of the sidewalks, parking, trash, signage, accessory building maintenance, necessary tools/equipment, freeze protecting the sprinkler system, and the like.
2. Dues shall be originally set at **\$100/month**.
3. The Committee shall re-evaluate the dues during odd years and make adjustments accordingly that the HOA does not become unable to satisfy its liabilities.
4. Dues shall be paid via check or online ACH through the HOA's property management software on or before the 1<sup>st</sup> of the month. They shall be deemed late if not paid by the 5<sup>th</sup> of the month and a late fee of \$10/day shall be assessed.
5. HOA dues/monies shall not under any circumstances be used by the Committee, Officers, or Members for their personal use.
6. The HOA may place a lien against the property of any Member that becomes delinquent in paying HOA Dues.

## 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 Steamboat Mountain Village.

## Article VIII

### Deviations

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 Steamboat Mountain Village.

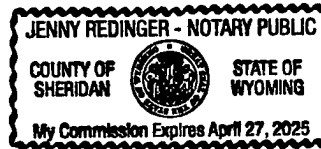
## Steamboat Mountain Village

### Declaration of Protective Covenants and HOA Membership

Witness hand and seal, this 16 day of May, 2024.

Signature: [Signature]  
Developer/StoneMill Construction, LLC

State of Wyoming  
County of Sheridan



Subscribed in my presence and sworn before me this 16 day of May, 2024.

[Signature]  
Notary Public