

Riverstone Park II

Declaration of Protective Covenants

This Declaration is made this 19 day of January, 20 26, by StoneMill Construction, LLC, herein called "The Developer."

Article I

Purpose of Declaration

The Developer desires by these covenants and terms to preserve the architectural and aesthetic character of the Riverstone Park II community and the harmonious relationship of its residents.

Article II

Definitions

1. **Common Area:** All common areas not privately owned
2. **Residents:** Owning or Non-owning individuals residing within the community.
3. **Lot or Unit:** A defined property within the subdivision as shown on the recorded plat.
4. **Developer Authority Period:** The time during which the Developer retains control of the Committee until 80% of lots are sold or another specific date or milestone set by the Developer.
5. **Association:** A Wyoming nonprofit corporation or similar entity hereby established to administer the Covenants and manage the Committee after Developer turnover.
6. **Architectural Review Committee (ARC):** Committee that shall be responsible for review and approval of proposed structures, fences and landscaping prior to construction. The Developer shall perform this function until Developer turnover, after which it shall be appointed by the Association from the Residents.

Article III

General Terms

1. All lots in Riverstone Park II are single-family residential lots. No other use is allowed.
 - a. No structure may be erected without prior written approval by the Committee.
 - b. Lots may not be further subdivided.
2. **Nuisance Restrictions**
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 loud or persistent music. No outdoor lighting that would provide an excess of light which would illuminate adjacent properties on a routine basis. A modest display of holiday lighting is acceptable.

3. Temporary Structures

- a. Must be approved by the Committee.

4. Lawn care and snow removal

- a. Members are responsible for maintaining their private yard space, which includes mowing, weeding. All sidewalks along city streets must be cleared of snow per City of Sheridan Ordinance.
- b. City owned lawn between a property and the adjacent street must be mowed by that property owner. Please understand that you are responsible for mowing this area even if it is outside of your fence.

5. Parking rules

- a. Habitual parking on the public right-of-way is prohibited.
- b. Vehicles without proper licensing or vehicles that are not in operable condition must be parked within the resident's garage.
- c. Parking of machinery, heavy trucks, trailers, boats, and campers is prohibited unless parked behind the front of the house or in the garage. Short-term loading/unloading is permitted for up to 48 hours. Additional time for specific instances must receive Committee approval.

6. Trash collection and disposal

- a. Residents must use city-provided receptacles and keep the exterior of their property free of litter. Trash and recycle bins must be stored behind the front of the home or in the garage.

7. Residential Use Only

- a. All homes shall be used for residential purposes only. Business activities that do not generate excessive traffic or noise and comply with city ordinances may be allowed with prior Committee approval (e.g. work-from-home office).

8. Signage

- a. Advertising, business, or political signs must abide by the City of Sheridan ordinance.
- b. Temporary signs for events or occasions must be removed within 7 days after the event.

9. Fencing

- a. All fencing plans and materials must be submitted to, and approved by the Committee before installation.
- b. Fencing shall not extend past the front of the home into the front yard.
- c. No fencing shall exceed 6 feet in height. Fencing along roadways shall not exceed 5' in height

10. Sheds/Outbuildings

- a. Sheds must be submitted to and approved by the ARC, shall not exceed 200 sq.ft. and must match the architectural features (color, texture, etc.) of the home. Sheds shall not be taller than the house or 18' whichever is less. One shed allowed per lot.
- b. Detached garages must be approved by the ARC.
- c. All sheds and garages must abide by the City of Sheridan Building Department ordinances and setbacks.

11. Pets

- a. A maximum of four (4) household pets per lot is allowed. No farm animals are permitted.
- b. Vicious animals, defined as those that pose a threat to passersby or other pets, are prohibited.
 - i. The Committee has the authority to determine whether an animal is deemed vicious, subject to applicable regulations.



- c. Owners must clean up animal waste in shared or public areas and ensure pets are leashed or confined to their property.
- d. Excessive barking or noise from pets shall be considered a nuisance and subject to enforcement.

Article IV

Architectural Guidelines and Review

1. **Purpose of Review**
 - a. To ensure homes are designed and constructed in accordance with the guidelines to maintain community aesthetics.
2. **Architectural Review Committee (ARC)**
 - a. Shall review plans/ARC application upon receipt from Resident and return an approval form indicating compliance/noncompliance with the stipulations contained herein.
 - b. Plans must be submitted and approved before any buildings, fences, or other structures of any kind are built or moved onsite.
 - c. If any items are noted as non-compliant, Resident shall resubmit that portion of the application that is deemed non-compliant.
 - d. The ARC shall have 30 days from the submission/resubmission date for review. If the proposed submission is non-compliant after the first resubmittal, the ARC may at their discretion charge a fee to cover the cost of additional review events.
3. **Plan Submission Requirements**
 - a. Site plan showing building dimensions, location, grading, drainage, and landscaping.
 - b. Floor plans of each level and exterior elevations.
 - c. Description of exterior materials, brands, and colors.
 - d. Construction schedule.
4. **Minimum Criteria for Approval**
 - a. No work may commence until the Committee has approved the submitted plan-set.
 - b. Size
 - i. No structure shall exceed 30' in height
 - ii. Single-family homes shall be a minimum of 1,100 sq.ft.
 1. Two-story shall be a minimum of 1,500 sq.ft.
 2. Must include an attached two-car garage.
 - c. Type
 - i. No mobile or manufactured homes are allowed.
 - ii. No multi-family homes are allowed.
 - iii. No Modular homes are allowed.
 - d. Landscaping
 - i. All landscaping shall be complete within 1 year of Certificate of Occupancy
 - ii. Front yard landscaping shall include a minimum of one tree (1" diameter at breast height minimum)
 - e. Driveways
 - i. Each home shall have a concrete or asphalt garage apron.



- f. **Architectural Details**
 - i. Roof designs may be gabled, hipped, or modern/shed types
 - 1. Gabled and hipped roofs shall have a minimum of 5/12 pitch
 - 2. Modern/shed roofs shall have a minimum 3/12 pitch
- 5. **Construction**
 - a. The owners are responsible for their lot
 - i. A trash receptacle must be used during construction
 - ii. Roads shall be kept clean
 - iii. Job site shall be maintained in an orderly fashion
 - iv. If the lot adjacent is used for any purpose, the owner's permission must be granted
 - v. The Developer holds responsible each respective lot owner for damage to any improvements in the subdivision, including sidewalks and roadways.
 - vi. 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.
 - vii. 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.

Article V Compliance with Covenants

- 1. All lands within the 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**
 - a. Notices shall be sent to the last known address of the owner and may be sent electronically.
 - b. Notices shall be deemed properly given when mailed by the Committee.
- 3. **Enforcement**
 - a. Violations may result in notices, citations, or liens levied and collected by the Association. Members have the right to appeal enforcement actions to the Committee.
 - b. 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.
 - c. The Association may recover attorney's fees and other costs of legal action if necessary during enforcement.

Article VI Amendments to the Covenants

- 1. Amendments may be made by a two-thirds vote of lot owners after the Developer transfers control.
- 2. The Developer retains the right to amend the Declaration during the Developer Authority Period,



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provided it does not substantially change the rights of the owners.

Article VII

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 Covenant restrictions within the jurisdiction of the Committee for the reasons of practical difficulty or particular hardships by such owner. Any deviation, that shall be granted, shall not constitute a waiver of any such Covenant as to other lots in Riverstone Park II.

Article VIII

Severability

If any provision of this Declaration is held invalid, the remainder shall not be affected and shall remain in full force and effect.

Riverstone Park II

Declaration of Protective Covenants

Witness hand and seal, this 19th day of January, 2026.

Signature: _____

Developer/StoneMill Construction, LLC

State of Wyoming

County of Sheridan



2026-804863 1/20/2026 10:46 AM PAGE: 5 OF 5
FEES: \$53.00 PK DECLARATION OF COVENANTS
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Subscribed in my presence and sworn before me this 19th day of January, 2026.

Jenny Redinger
Notary Public

My commission expires: 4-27-31

NO. 2026-804863 DECLARATION OF COVENANTS

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
STONEMILL CONSTRUCTION LLC 1150 DOVE TAIL LANE
SHERIDAN WY 82801

