

The Village Phase II – Weston Village Declaration of Protective Covenants and HOA Membership

This Declaration is made this 23rd day of July, 2024, by StoneMill Construction, LLC, a Wyoming limited liability company (herein called the "Declarant") to benefit and bind that property known as The Villages Phase II – Weston Village as described in the Final Plat recorded as The Villages - Phase II (sometimes referred to herein as Weston Village the subdivision and/or the community).

Article I Purpose of Declaration

The Declarant desires by these covenants and terms to preserve the architectural and aesthetic character, community and the harmonious relationship of the residents of the Weston Village.

Article II Definitions

1. Common Area: All common areas not privately owned
2. Homeowners Association (HOA): A formal entity incorporated in the State of Wyoming.
3. Committee: Group including President, Secretary and Treasurer (Officers) appointed by Declarant that shall meet from time to time and be responsible for conducting the business of the HOA.
4. Members: Members shall be all persons owning a residence within Weston Village, each of whom will be a member of the HOA.
5. Residents: Owning or Non-owning individuals residing within the community.
6. Assessment: Monthly fee collected from each "Member" to ensure the ongoing costs associated with proper upkeep of the community are satisfied.

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 loud or persistent 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.
 - 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
3. Parking rules shall be as follows unless specific arrangements are approved by the Committee:
 - a. Habitual parking on the public ROW is prohibited.
 - b. Vehicles without proper licensing or vehicles that are not in operable condition must be parked within resident's garage.
 - c. Parking of machinery, heavy trucks, and the like shall be prohibited within the development. Trailers, boats, and campers must be parked behind the front of the house or in the garage.
4. Trash collection and disposal
 - a. Residents will be responsible for depositing their trash in the City provided receptacle and keeping the exterior of their home clean and free of litter or garbage.
5. Uses other than residential prohibited.
 - a. Homes within the community shall be used for residential purposes only.



6. Signage
 - a. Advertising or business or political signs must abide by City of Sheridan ordinance.
 - b. Other signage for specific events or occasions must be approved by the Committee.
7. Fencing
 - a. Decorative fencing not to exceed 5' in height may be installed in the back yard of the home. Galvanized chainlink fencing is not allowed.
 - b. Fencing shall not extend past the front of the home into the front yard.
 - c. Fencing shall be approved by the committee prior to installation. Fencing that is damaged from wind shall be promptly repaired.
8. Sheds and Accessory Structures
 - a. Sheds or accessory structures may not exceed 250 sq.ft.
 - b. One shed or accessory structure shall be allowed per property
 - c. Sheds/accessory structures shall not exceed 15' in height and must match the architectural style, color scheme and exterior finishes of the home.
 - d. Sheds/accessory structures shall not be placed without Committee and City of Sheridan approval (a building permit may be required)
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 shared or public areas 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.
10. Maintenance of HOA grounds
 - a. Sidewalks and boulevard grass areas shall be maintained as described in City Ordinance.

Article IV Architectural Guidelines and Review

1. Purpose of Review
 - a. Ensure homes constructed in the development are designed and built following the guidelines listed below and as per the general parameters of the plans, finishes and specifications approved for those planned homes by Declarant, copies of which are incorporated by reference.
 - b. Plans must be submitted and approved before any buildings, fences, or other structures of any kind are built or moved onsite.
2. Architectural Review
 - a. Committee shall review plans and applications upon receipt from Resident and return an approval form indicating compliance/noncompliance with the stipulations contained herein.
 - b. If any items are noted as non-compliant, Resident shall resubmit that portion of the application that is deemed noncompliant.
 - c. Committee shall have 30 days from the submission/resubmission date, for review. If the proposed submission is noncompliant after the first resubmittal, the Committee may at their discretion charge a fee to cover the cost of additional review events.
3. Plan submission. Plans submitted for review shall include the following:
 - a. Site plan with building location (with dimensions), FFE, grades, drainage and landscape design
 - b. Floor plan of each level
 - c. Exterior elevations
 - d. Exterior finish selections with description of materials, brands and colors
 - e. Time schedule for proposed construction



4. Minimum criteria for approval
 - a. No work may commence until the Committee has approved the submitted plan-set.
 - b. Size
 - i. No home in the community shall be less than 900 sq.ft.
 - ii. All dwellings shall have an attached one-car garage minimum
 - iii. No home shall exceed 25' in height
 - c. Type
 - i. No multi-family homes are allowed
 - ii. No mobile or manufactured homes are allowed.
 - iii. Modular home may be allowed if they include all of the following characteristics:
 1. 5/12 minimum roof pitch
 2. Permanent foundation
 3. Stick-built attached garage
 4. All other requirements listed in the Architectural Guidelines (stone, paint colors, etc.)
 - d. Landscaping
 - i. All landscaping shall be complete within 1 year of Certificate of Occupancy
 - ii. All front yards shall be landscaped in a way that is aesthetically pleasing including:
 1. One tree with a 1" diameter at breast height minimum and 2 shrubs in planting bed area.
 2. Remaining area shall be grass or decorative landscape rock (scoria is prohibited) or combination
 3. Front yards shall be maintained (mowing, weeding, watering, etc.)
 - e. Masonry
 - i. Each home shall have a minimum of 40 sq.ft. of masonry on the façade.
 1. Masonry shall be stone, brick, or EIFS. Faux stone products that are mechanically fastened do not meet this requirement.
 - f. Driveways
 - i. Each home shall have a concrete or asphalt garage apron extending from the garage to the back of the sidewalk or curb
 - g. Architectural details
 - i. Roof designs may be gabled, hipped or modern/shed types
 1. Gabled and hipped roofs shall have a minimum 5/12 pitch
 2. Modern/shed roofs shall have a minimum 3/12 pitch
 - ii. Color schemes shall be earth tones, whites, blacks, greys and tans. A brighter accent color may be allowed for a front door or small gable/accent area if approved by the Committee.

Article V HOA and Committee

5. The Homeowner's association (HOA) shall be established and incorporated by the Declarant and Habitat for Humanity of the Eastern Big Horns (Habitat) prior to any occupancy on the Weston Village premises.
6. Election or appointment of officers
 - a. The Declarant and Habitat or their heirs/assigns shall be the initial Committee until all the homes are constructed and sold. All approvals by the initial Committee shall be subject to the mutual approval of both Declarant and Habitat. After the homes are constructed and sold, Habitat or their heirs/assigns shall become solely responsible for the Committee and Committee Officer appointments thereafter.
 - b. Committee Officers shall include the President, Secretary and Treasurer.
7. 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. Represent the HOA in all public events and engagements
 - c. Facilitate/mediate conflict resolution among HOA members as necessary
 - d. Help Treasurer set/collect HOA dues
 - e. Issue HOA notice of violations/citations when necessary. Citations must be signed by a minimum of 2 Committee Officers.
 - f. Review and approve construction plans
8. 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
 - g. Review and approve construction plans
9. 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
 - e. Review and approve construction plans

Article VI Compliance with Covenants

1. All lands within the Weston Village subdivision shall be bound by the restrictions herein set forth,
2. Notices: Any notice that is sent to the last known address of the Member 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 VII Assessment/Dues

1. Members shall be responsible to pay dues to the HOA that HOA expenses may be satisfied. Dues may include land leases if deemed appropriate by Committee.
2. Dues shall be paid via check or online ACH through the HOA's property management software on or before the 1st of the month. They shall be deemed late if not paid by the 5th of the month and a late fee of \$10/day shall be assessed.
3. Dues shall be set and/or adjusted by the Committee no more frequently than annually
4. HOA dues/monies shall not under any circumstances be used by the Committee, Officers, or Members for their personal use.
5. The HOA may place a lien against the property of any Member that becomes delinquent in paying HOA Dues.



Article VIII Amendments to the Covenants

1. The Declarant reserves the right to amend, add, or delete any part of this Declaration until they transfer authority, by recording a Supplemental Declaration, provided it does not change substantially the rights of the Members.
2. The Members may at any time after Declarant relinquishes Committee Membership, modify any of the provisions herein upon the vote of the owners of two-thirds of the lots within Weston Village.

Article IX 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 Weston Village.

Weston Village

Declaration of Protective Covenants and HOA Membership

Witness hand and seal, this 23rd day of July, 20 24.

By: Declarant

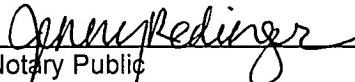
Signature: 

StoneMill Construction, LLC, by its Member

State of Wyoming

County of Sheridan

Subscribed in my presence and sworn before me this 23 day of July, 20 24.


Notary Public

My commission expires: 4.27.25

