

Saddle Mountain Subdivision

Declaration of Protective Covenants and HOA Bylaws

This Declaration is made this 24 day of July, 2025, by StoneMill Construction, LLC, herein called "The Developer" for The Villages Phase II Major Subdivision lots 31-45 and the Saddle Mountain Village Administrative Replat lots 1-12, collectively referred to as the "Saddle Mountain Subdivision."

Article I

Purpose of Declaration

The Developer desires by these covenants and terms to preserve the architectural and aesthetic character of the Saddle Mountain 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. **Assessment:** Monthly fee collected from each "Resident" to ensure the ongoing costs associated with proper upkeep of the community are satisfied.
4. **Committee:** Group of "Residents" including President, Secretary and Treasurer (Officers) appointed or elected by the Residents, that shall meet periodically and be responsible for conducting the business of the HOA.
5. **Lot or Unit:** A defined property within the subdivision as shown on the recorded plat.
6. **Developer Authority Period:** The time during which the Developer retains control of the HOA until 80% of lots are sold or another milestone set by the developer.



Article III

General Terms

1. 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 but not limited to:

- a. Loud or persistent/repetitive noise which may include music, pets, loud vehicles or machinery, etc.
- b. 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. Residents 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
- c. Lawn care for HOA grounds shall be performed by a lawn care company 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 lawn care is accepted other than the lowest qualified quote of those provided, it must be approved by a majority vote of Residents.
- d. Irrigation of personal yard space is the responsibility of the Resident or Resident.
- e. Snow removal shall be the responsibility of Residents per City of Sheridan Ordinance. If the Residents become desirous of professional snow removal managed by the HOA, they may vote to implement this service with a corresponding increase in the monthly HOA fee.
- f. The HOA shall be listed as additionally insured by the lawn care company's insurance.
- g. The HOA/Committee shall not be held responsible for damages caused by HOA-hired contractors.
- h. Neither the Developer nor the HOA shall be liable for injury or loss of any Resident or their guests arising from the maintenance services provided by the HOA.

3. Common Areas

- a. Residents, residents, and their guests are free to use common areas but abide by the following rules:
 - i. Pick up any/all trash, food, pet waste, and other items and leave the area in the same condition as you found it.



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- ii. Noise levels should be kept in moderation in the common areas to not inappropriately disturb other residents.
 - iii. The HOA requests that all events where more people/noise may be present in the common areas 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.
 - v. Residents, residents, and their guests use common areas at their own risk.
4. **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 with Committee approval.
 - d. Parking spaces provided on the west end of the street spur at the end of Duncan Dr. shall be short-term parking specifically for guest, service, or delivery parking.
5. **Trash collection and disposal**
- a. Residents must use city-provided receptacles and keep the exterior of their property free of litter.
 - b. Trash receptacles must be stored out of view from the street except on collection days.
6. **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 (e.g. work from home office) with prior Committee approval.
7. **Signage**
- a. Advertising, business, or political signs must abide by the City of Sheridan ordinance.
 - b. Temporary signs for events or occasions must be approved by the Committee and removed within 7 days after the event.
8. **Fencing**
- a. Decorative fencing not to exceed 6 feet in height may be installed in the backyard of the home. Chain-link fencing is prohibited.
 - b. Fencing shall not extend past the front of the home into the front yard. All fencing must be approved by the Committee before installation.
 - c. Damaged fencing must be repaired within 30 days of notice from the Committee.
9. **Pets**
- a. A maximum of three (3) 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 and issue citations.

- 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.

10. Maintenance of Common Areas

- a. Sidewalks and boulevard grass areas shall be maintained per the City of Sheridan ordinances.
- b. The HOA shall maintain all commonly/HOA owned areas

11. Maintenance of Building Exteriors

- a. Building exterior maintenance is the responsibility of each Resident and shall be kept in good repair.
- b. If the need for a roofing replacement arises for a specific block of homes, it is preferred that the Residents of that block evenly split the cost of replacing the entire roof to ensure a quality repair. But in any event, Residents agree to work together on the repair to ensure the integrity of each home is preserved.

12. Sheds

- a. Sheds cannot exceed 50 sq.ft. in area or 10 ft. in height. Only 1 shed is allowed per property. Sheds must be submitted to the Committee for approval.

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. Homes shall be a minimum of 900 sq.ft.
 - ii. Must include an attached one-car garage.
- c. Type
 - i. No mobile or manufactured homes are allowed.
 - ii. No single-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. All front yards shall be landscaped in a way that is aesthetically pleasing including:
 - 1. One tree with a minimum height of 6 feet 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. Shall be stone, brick, or EIFs.
 - 2. 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.
- g. 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
 - ii. Color schemes shall be earth tones, whites, blacks, greys, and tans.
 - 1. A brighter accent color may be allowed for a front door or small gable/accent area if approved by the Committee.
 - 2. The exterior color scheme of each individual property cannot be modified from the originally approved colors unless approved by the Committee. Homes in each block should be of a cohesive color palette.



Article V

HOA and Committee

1. Transition from Developer Control

- a. The Developer shall act as the Committee until 80% of lots are sold or at their sole discretion.
- b. Upon transition, the Developer shall call a meeting to elect Committee Officers. Residents may nominate and vote for candidates, with one vote per lot

2. Officer Duties

a. President:

- i. Call and Chair HOA meetings and act as the primary liaison between HOA Residents and the Committee for important updates, decisions, and community information.
- ii. Negotiate maintenance contracts and ensure lawn care, snow removal, and maintenance are completed as directed by the HOA
- iii. Represent the HOA in all public events and engagements
- iv. Facilitate/mediate conflict resolution among HOA Residents as necessary
- v. Help the Treasurer set/collect HOA dues
- vi. Issue HOA notice of violations/citations when necessary.
 1. All citations must be signed by a minimum of 2 Committee Officers.

b. Secretary:

- i. Ensure HOA contractors provide adequate insurance and list HOA as additionally insured
- ii. Record minutes of all HOA meetings and provide recordkeeping of HOA matters.
- iii. Provide agenda for each upcoming meeting to HOA Residents.
- iv. Maintain Residency records.
- v. Audit the financial work completed by the Treasurer.
- vi. Provide HOA orientation for new Residents and new Officers

c. Treasurer:

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



Article VI

Compliance with Covenants

1. All lands within the subdivision shall be bound by the restrictions herein set forth,
2. **Notices**
 - a. Notices shall be sent to the last known address of the owner and may be sent electronically.
3. **Enforcement**
 - a. In the event of violations of any of the Articles or subsections contained herein, the Committee has the right and authority to issue notices, fines, or liens as deemed appropriate by the Committee Officers. Residents have the right to appeal enforcement actions to the Committee.
 - b. The Committee shall have the right and authority, but not the obligation to enforce compliance with the Covenants and restrictions contained herein.

Article VII

Assessment/Dues

1. Dues shall be initially set at \$50/month and reviewed every odd year by the Committee.
 - a. Dues shall be paid via cash, check or online ACH through the HOA's property software on the 1st of the month.
 - b. Late payments are subject to a \$10/day late fee, if not paid by the 5th of the month.
2. The HOA may place liens on properties for unpaid dues after 60 days of delinquency.
3. HOA dues/monies shall not under any circumstances be used by the Committee, Officers, or Residents for their personal use.

Article VIII

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



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 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 the Saddle Mountain Village.

Saddle Mountain Subdivision

Declaration of Protective Covenants and HOA ByLaws

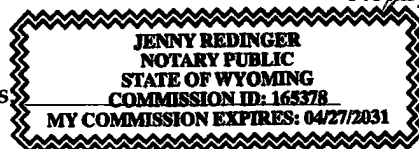
Witness hand and seal, this 24 day of July, 2025.

Signature: [Signature]
Developer/StoneMill Construction, LLC

State of Wyoming
County of Sheridan

Subscribed in my presence and sworn before me this 24th day of July, 2025.
Jenny Redinger
Notary Public

My commission expires



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FEES: \$50.00 PK DECLARATION OF COVENANTS
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

NO. 2025-800799 DECLARATION OF COVENANTS
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
STONEMILL CONSTRUCTION LLC
SHERIDAN WY 82801