

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
STORY HOUSE VILLAGE – PUD PHASE 1

THIS DECLARATION is made this day by _____
hereafter referred to as "Declarant".

The Declarant is the owner of the following described property, to-wit:
Lot(s) _____ of Story House Village – PUD Phase 1 in the City of
Sheridan, Sheridan County, Wyoming.

The Declarant intends to sell all of the lots of land outlined above contained in Story
House Village – PUD Phase 1.

All the lots of this subdivision shall be held, transferred, sold, conveyed, or
contracted to be conveyed by Declarant subject to the conditions, restrictions, reservations,
and covenants now on record and upon the following express conditions, provisions,
reservations, servitudes and covenants (hereafter referred to as covenants). Each covenant is for
the benefit of the entire subdivision and for the benefit of each owner of land therein. These
covenants shall run with the land and inure and pass with this property and each lot therein.
These covenants shall be binding on all owners of land in this subdivision and their successors in
interest regardless of how that interest is acquired. This includes, among others, adverse
possessors, lessees, and purchasers at mortgage foreclosure sales. These covenants are imposed
pursuant to The Residential Design Guidelines for the improvement and benefit of Story House
Village.

It is the intention of the Declarant that the lands located in this subdivision shall be
developed and maintained as a highly desirable residential area.

These covenants are imposed upon the lands comprising Story House Village as an
obligation or charge against the same for the benefit of every lot in the subdivision and the owner
or owners thereof. Every owner of land in this subdivision including Story House shall have a
right to enforce these covenants in accordance therewith which are imposed upon each lot in this
subdivision. The covenants are meant to further detail the Story House Village - PUD Phase 1 –
Design Report as approved by the City Council of the City of Sheridan, Wyoming on the 3rd day
of June 2024. See EXHIBIT A.

The intent by Story House is to create a mixed-use district that constitutes a natural social
and economic part of the community and encourages development that preserves community
character, natural space, and scenic vistas, with open space, design, and appropriate land use.
Declarant desires to assist favorable residential living and recreation, while preserving the highly
attractive topographical features of the subject property and proposes to establish and implement
plans for residential living and business. Declarant desires to impose these restrictions on the
subject property yet retain reasonable flexibility to respond to changing or unforeseen
circumstances to control and maintain the quality and standards of the Story House Village
Residential Design Guidelines. See EXHIBIT B.

Further, these protective covenants are to ensure the proper development and use of said
property, to protect the owner of each parcel against such improper development and use of
surrounding parcels as will depreciate the value of his parcel, to prevent the erection on said

property of structures built of improper design or materials, to encourage the erection of attractive improvements at appropriate locations, to prevent haphazard and inharmonious improvements, to secure and maintain proper setbacks from streets and adequate open spaces between structures, and in general to provide adequately for thoughtful quality of all improvements of said property in accordance with the general development plan.

The real property subject to this Declaration is described in the appendix exhibits of EXHIBIT A, as attached.

USE. This Story House Village – PUD Phase 1 property shall be used primarily for R-3 residential uses. Any light manufacturing, warehousing, office, distribution, or other business purposes must be approved by the Architectural Review Committee and the Story House Village – PUD Phase 1 Homeowner’s Association (HOA). Any business use and building allowances shall be consistent with the current B-1 City Zoning within Block 1, Block 2, Block 3, and Block 8, except for the objectionable uses as identified by majority vote of the HOA.

RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type. Shall cohere to the approved Story House Village - PUD Phase 1 Design Report and Block use plan, detailed in EXHIBIT A and its appendix. Any desire to deviate from these building types must be approved by the Architectural Review Committee Board hereafter referred to as the “ARC”.
2. Architectural Control. No building or other structure may be constructed, erected or placed on any lot until the plans showing the location of the building or structure have been approved by the ARC, which shall function as the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures and buildings, as to location with respect to topography and finished grade elevation and as to compliance with the covenants contained herein. No fence or walls shall be erected, placed or altered on any lot without approval of the ARC.
3. Building Locations.
 - a. Shall cohere with the B-1 and R-3 uses, corresponding setbacks, heights and any variances awarded in the PUD as detailed in the EXHIBIT A.
4. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities. Any proposed driveway or building to be constructed within a storm drain easement which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easement must first receive full engineering design documents approved by all necessary regulatory entities and the ARC. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
5. Nuisances. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood. No industry or other business shall be established, maintained or operated upon this property which constitutes an annoyance or nuisance by reason of unsightliness or the emission of vibrations, Soot, dark smoke, dust, noise, glare, odor, fumes or

offensive effluents of any kind or character whatsoever, and no portion of said property shall be used for the manufacture, storage, distribution, or sale of materials or products which might depreciate the value of an adjoining property. Reference is made to the City of Sheridan Zoning Codes for regulated exceptions. These covenants specifically exclude these uses:

- a. Acid manufacture. Fat rendering. Fertilizer manufacture. Garbage, offal or dead animals' incineration, reduction or dumping. Feedlots, animal butchery and rendering operations. Gas manufacture, drilling or production. Glue manufacture. Ore smelting. Petroleum refining, Slaughterhouse, Stockyards. Crematorium for human remains, heavy manufacturing or manufacturing processes that generate significant dust, odor, or noise. Mining or quarrying of materials. Extraction or refining of petroleum or natural gas or any byproducts. This prohibition includes pipe yards and well drilling outfits. Salvage, scrap, or used material storage, sorting, or recycling. Manufacture or mass storage of caustic or toxic materials or substances, Ore mills, Crematoriums, Adult businesses as defined in section 2 of this appendix. And those uses as amended by the Declarant as needed for the good of all owners.
 - b. Off-Road Vehicles. Motorcycles, snowmobiles, all-terrain vehicles, or other off-road vehicles are prohibited on all Common Areas and must be properly licensed to travel on paved roads. Any use of off-road vehicles on paved roads will be for normal transportation use and not for recreational purposes.
6. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time at the residence either temporarily or permanently.
7. Signs. Approved signs include one sign advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales. Except as provided for in the Residential Design Guideline or otherwise approved by the ARC, no other signs, banners or advertising devices may be placed on or about any lot, attached to or part of any structure, located in or about windows visible from the street or adjoining lots, located within road right-of- ways or common areas, or placed on or about any of the properties with Story House Village without approval from the ARC. The size of these signs should be reasonable, and the ARC reserves the right to have them removed if the size and content are unreasonable, at the expense of the Declarant.
8. Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall any oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot except for construction purposes. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
9. Livestock and Poultry. No birds, dogs, pets, animals, or livestock of any kind shall be kept, raised or cared for on a commercial basis within the subdivision. Additionally, no swine, ducks, horses, cattle or other livestock shall be permitted to be kept within the Story House Village – PUD Phase 1 subdivision. Any dog, cat, chickens, or other pet(s) which may be kept shall be controlled by the owner thereof so that it shall not become a public nuisance. Any existing ordinances of the City of Sheridan relating to the ownership and control of dogs or other pets shall be applicable.

10. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.
11. Construction. Only new construction and reclaimed sustainable building materials shall be permitted for all buildings or residences in the subdivision and such construction shall be of good quality and appearance and the exterior design shall harmonize with the existing structures in the area. All materials are subject to approval by the ARC.
12. Antenna. Any external radio or television antennas will be installed in the subdivision must be approved by the ARC. Small satellite dishes not to exceed 18" in diameter and not to protrude above roofline will be allowed at the discretion of the ARC.
13. Solar Panels. Solar panels are permitted and encouraged on top of buildings and residences and shall be approved by the ARC.
14. Fences. Any use of fences or walls must be reviewed and approved by the ARC. Natural barriers and hedges are allowed and encouraged as a fence alternative at the discretion of the ARC.
15. On-Street Parking. Shall cohere to the parking plan outlined in EXHIBIT A and its appendix. Only cars, trucks, and traditional motor vehicles capable of being moved under their own power may be parked upon the streets of the subdivision, and they shall remain so parked no longer than 10 days. No street or other open area shall be used for the purposes of dismantling or repairing of any vehicle and unregistered or inoperable vehicles may be parked and kept only within an enclosed garage. No boats, campers, ATVs, or any other recreational vehicles shall be parked on the street or in the primary driveway of any residence.
16. Off-Street Parking and Stored Vehicles. Off street parking allowed where permitted. No trailer, boat, camper or other recreational type vehicle shall be situated or parked in the primary driveway of any lot within the subdivision for more than three consecutive days, nor more than 30 days within any calendar year, unless such vehicle or equipment is enclosed within the garage of the owner.
17. Architectural Review Committee. The Declarant agrees to the rules, regulations, and covenants outlined by the ARC in the Residential Design Guidelines. (Appendix – A) The Primary function of the Architectural Review Committee (ARC) is to establish design standards and to review applications for new construction and modifications to completed structures to ensure an aesthetically pleasing and architecturally compatible environment. The ARC's review and approval responsibilities embrace all aspects of development within Story House Village including, but not limited to, the following:
 - a. Architectural Design
 - b. Land Planning
 - c. Site Work, Grading & Drainage
 - d. Construction Materials & Operations
 - e. Exterior Colors, Materials & Finishes
 - f. Sewer System Compliance
 - g. Landscape Exterior Lighting
 - h. Signage
 - i. Environmental Preservation

j. Structural Improvements and Modifications

While individual creativity is encouraged on behalf of Applicants, the Residential Design Guidelines have been established to maintain a measure of quality and consistency throughout the course of community development. In some cases, there will be no permitted variations from established standards, while in other areas flexibility and modification may be permitted with the review and approval of the ARC. This CC&R applies to all home construction within Story House Village.

The ARC has been established by Story House in accordance with the Declaration of Covenants, Conditions and Restrictions for Story House Village. The ARC shall have exclusive jurisdiction over all new construction and modifications to complete structures within Story House Village. As provided for in the Declaration, Story House shall appoint all members of the ARC. The authority of the ARC is derived from the Story House. The ARC has no fiduciary duty to the Association or its members.

The ARC shall (a) set forth standards and guidelines for new construction or modifications, and (b) review and approve all Design Review Applications and Design Documents in accordance with the Residential Design Guidelines.

The ARC may disapprove any Design Review Application for non-compliance with the provisions contained in the Residential Design Guidelines or on purely aesthetic grounds where, in its sole judgment, such action is required to maintain the desired character of the overall community or individual neighborhoods.

RESPONSIBILITY OF THE ARC AND HOA

The responsibilities of the ARC include, but are not limited to the following:

- a. To prepare design standards and guidelines for the protection of property values.
- b. To establish architectural motifs and exterior design themes for the community and individual neighborhoods.
- c. To evaluate all Design Review Applications and to approve or deny requests for new construction and modifications to existing structures.
- d. To assure compatible architectural designs, materials and colors as well as harmonious relationships among structures on neighboring lots.
- e. To encourage quality construction and high standards of design
- f. To meet with Applicants whose plans and specifications have been disapproved and to provide reasonable assistance and recommendations for adjustments to bring Design Review Applications and Design Documents into compliance with standards and guidelines.
- g. To amend, modify and enhance standards, guidelines and other provisions in the Residential Design Guidelines as may be required from time to time.
- h. To accept builders for construction of new home or modifications to existing homes.
- i. To fine, temporarily remove or permanently exclude from Story House Village any contractor, subcontractor, or supplier who violates provisions of the Residential Design Guidelines.

18. Architectural Review Process. The plans and information, as appropriate, shall be submitted to the ARC for approval. Basic guidelines are listed below, refer to the Residential Design Guidelines for full compliance:
- a. Architectural plans for proposed building or buildings.
 - b. A site plan showing location and design of buildings, driveways, driveway access to streets, parking areas, loading areas, maneuvering and turnaround areas and sidewalks.
 - c. A grading plan and a planting plan showing future and existing one-foot contours and spot elevations and proposed landscaping, including screen walls and fences.
 - d. A site plan showing utilities and utility easements.
 - e. Plans for all signs to be erected, including details of sign locations, design, sizes, color and lighting.
 - f. A description of proposed operations in sufficient detail to permit declarant and architectural committees' judgement of whether proposed uses are permitted under the terms of then existing zoning ordinances and to permit judgment of the extent of any noise, odor, glare, vibration, smoke, dust, gas, or wastes that may be created.
 - g. Any other information required to ensure compliance with the requirements contained herein.
 - h. Building Setback Lines. Shall cohere to those approved in the PUD Design Report as approved by the City of Sheridan.
 - i. Loading Docks and Entries. Truck loading docks shall be constructed only on the sides or rear of any building or structure, and the traffic area around the loading docks shall be paved. Truck loading docks shall be located to accommodate all trucks and trailers without requiring maneuvering or protrusion into any street during the time of loading or unloading. All dumpsters should be screened from public view.
 - j. Curb Cuts, Driveways, and Street Entry. Points must be approved by the Declarant.
 - k. Chimneys, Outdoor Fires, and Fireplaces. Chimney elements are subject to the same material limitations described herein; freestanding exposed chimney pipes will not be allowed, except for the rare exception as an element of a contemporary design style. (a) All chimneys must be equipped with a U.L. or I.C.B.O. approved spark arrestor, including chimneys for outdoor fireplaces. (b) Open outdoor fire pits must be approved by the ARC; barbecues are permitted, provided they are lidded cookers. (c) Wood burning stoves, and fireplaces are allowed.
 - l. Exterior Colors. The color combination of exterior materials should generally be subtle and tasteful to blend with the neighborhood and landscape and must be approved by the ARC. Colors are outlined in the Residential Design Guidelines. . See EXHIBIT B (pg. 63-64) for strongly encouraged colors for the exterior of homes. Colors approaching the primary range (red, blue and yellow) are strongly discouraged, as are drastic contrasts in value (light to dark).
 - m. Roofing Materials. Roofing materials should be of non-reflective surfaces with exception to solar panels and solar shingles. All color schemes must be approved by the ARC prior to their application to any portion of a residential structure. It is

the intent of the Board to preclude the use of colors that would appear to be inconsistent or not harmonize with the neighborhood. See EXHIBIT B (pg. 52) for strongly encouraged colors for roofing materials. Windows, Doors, and Skylights: Highly reflective glazing material and reflective sun screening or mirrored films are prohibited for use in windows, glazed doors, skylights, or for other exterior applications. Vinyl windows and applications will be allowed subject to approval by ARC. Building Projections: All projections from a residence or other structure including, but not limited to, chimney flues, vents, flashing, louvers, gutters, downspouts, utility boxes, mailboxes, porch railings and exterior stairways shall match the surface from which they project or must be painted or stained an approved color to blend unobtrusively with adjacent materials. All building projections must be contained within the building setbacks.

- n. Lighting. Street lighting will be installed in accordance with City regulations by Story House. Declarant may erect supplement lighting in accordance with their landscaping plan provided that such lighting does not result in excessive glare toward the street and neighboring properties. All exterior lighting must be of a low-level subdued intensity and is subject to approval by ARC.
- o. Controls Applicable During Construction. Each owner shall be responsible for the conformance with all such rules by the Owner's builder and contractors. At all times during the construction period, a trash dumpster shall be located on the site and all construction debris shall be placed in dumpster. The dumpster shall not be dragged or do any damage to the asphalt in the street, curb or sidewalk. Any damage shall be repaired by the homeowner. All construction debris shall be picked up by the homeowner or contractor and not allowed to be carried outside the lot by the wind. The roads shall be always kept clean. Any dirt or debris which is deposited on any road or other lot by any vehicle entering or leaving the Owners' site shall be cleaned and removed immediately within three days, otherwise ARC will have it cleaned at the Owner's expense.
 - i. Building materials shall be stacked neatly on the site and shall not be stored on adjoining property. Adjoining property shall be restored if damaged.
 - ii. All equipment which is used in excavating or construction, and which is not rubber-tired, rubber tracks or street pads shall only be loaded or unloaded within the boundary lines of each respective lot where excavating or construction is being performed and may not cross sidewalks, curbs or asphalt.
 - iii. Proper and adequate barricades shall be provided for protection of any open excavation, formed and/or poured foundation wall prior to back-filling and/or completion of first floor, horizontal openings in any floor (such as stairwells) prior to the completion of proper railings, stairs or other uses.
 - iv. Any construction undertaken on any lot shall be continued with diligence toward the completion thereof and construction of any dwelling shall be completed within one (1) year from commencement of construction, except that such period may be extended for a reasonable time by reason of act of God, labor disputes or other matters beyond the Owner's control.

No structure shall be deemed completed until the installation of approved landscaping.

- p. Landscaping. A landscaping plan and drainage plan approved by the city, shall also be submitted to the ARC. The landscaping shall be maintained at all times by the property owner in a clean, presentable, and safe condition.
 - i. Lot owners are responsible for planting and maintaining a minimum of one (1) 2-inch caliper for every 0.10 acre of their lot. These trees must be selected from the approved list of native or climate-resilient species outlined in the Residential Design Guidelines (Appendix – B). The requirement must be fulfilled within one (1) year of lot purchase or construction completion, whichever comes first. Lot owners must replace any trees that die or are otherwise removed to remain in compliance with this covenant.
- q. Mailboxes. The US Postal Service will deliver mail to central banks of mailboxes for homeowners.
- r. Water and Sewer. When water and sewer are made available to the area in which this property is located, each property owner shall connect up to said facilities.
- s. Rental of Lots. An owner who leases his Lot to any Person shall be responsible for assuring compliance by his lessee with all the provisions of this Declaration, the Articles, Bylaws, Rules, or Development Standards, all as amended and supplemented from time to time, and shall be jointly and severally responsible for any violations by his lessee thereof.

REMEDIES FOR VIOLATIONS

Story House shall have the right to sue for and obtain an injunction prohibiting the violation of any covenants set forth herein, the prevailing party entitled to the additional payment of their attorney fees. In addition to a legal action for damages; and the failure of the Declarant or the owner of any lot or lots or building sites hereby restricted to enforce any of the covenants herein set forth at the time of its violation, shall in no event be deemed to be a waiver of the right to do so as to any subsequent violation.

PERIOD OF EFFECTIVENESS

Deviations from Covenants and Restrictions. Story House or their heirs and assigns of the remainder of the lots in Story House Village subdivision may enforce these covenants by law, to the extent they may be damaged by any severe violation of the rules and any financial effect it would cause their adjoining property. Severability, invalidation of any one of these covenants or building declaration by judgment or court order in no way shall affect any other provision, which shall remain in full force and effect.

MISCELLANEOUS

Amendments or Modification. This Declaration may not be revised, amended or supplemented except pursuant to a written, recorded amendment as follows:

- a. Story House may, at any time after the recording of this Declaration, modify any of the provisions of this Declaration or any supplemental Declaration by recorded Supplemental Declaration, to further the purposes set forth in Section until 100% of the lots will have been sold.

WAIVER. Story House hereby expressly reserves the right to waive and rescind any or all of the foregoing covenants, all of which shall continue in force and effect.

IN TESTIMONY WHEREOF. The Declarant, Story House Property Company, LLC, has caused this instrument to be signed in its name by its President and its Secretary and its Corporate Seal to be applied the day and year first written below.

Dated this _____ of _____, _____

Printed Name _____

Signature _____

EXHIBIT A

Story House Village – PUD Phase 1

Download at www.storyhousevillagesheridan.com

EXHIBIT B

Story House Village – Residential Design Guidelines

Download at www.storyhousevillagesheridan.com