

Riverstone Park Subdivision

Declaration of Protective Covenants

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

Article I

Purpose of Declaration

The Developer intends by these protective covenants to preserve the natural character of the area, promote a peaceable neighborhood and prevent the devaluation of Riverstone Park's individual lots and residences.

Article II

Architectural Review Process

1. Purpose of Review is to ensure plans for construction follow covenant guidelines in size, color, and quality. Plans must be submitted and approved before any buildings, fences, structures of any kind are built. The Committee is hereby created with power to administer and enforce this Declaration with regard to approving or disapproving plans and construction documents covered in this Declaration.

2. The Developer is the Architectural Committee until, at their discretion, they shall transfer authority to members of Riverstone Park. Once authority is transferred to lot owners, appointments to the Committee shall be elected by majority vote. In any election, the recorded owner of each lot shall have one vote. The three individuals with the most votes are elected. Upon the death or resignation of any member the Committee remaining shall have authority to designate a successor who shall remain on the Committee until the next annual election. The current ARC shall send notice of the annual meetings of the Committee to all owners of lots at their last known address.

3. Plans and construction documents must be submitted and approved before applying for a building permit from the city. When plans are submitted to the Architectural Committee for review, they must include the following:

- A. Site Plan with building location with dimensions, grades, drainage, and landscape design
- B. Exterior Elevations (front and side)
- C. Exterior Color Scheme
- D. Time schedule for proposed construction

The Committee shall have thirty days for review. If after thirty days the applicant has not received an approval or disapproval this Article will be deemed fully complied with.

4. Minimum criteria for Architectural Review Approval:

- A. No work can commence until the minimum is met.
- B. No twin home dwelling shall be constructed having less than 900 sq. ft. living area per side.
- C. No single-family One-story dwelling shall be constructed having less than 1100 sq. ft. living area.
- D. No Two-story dwelling shall be constructed having less than 1500 sq. ft. living area.
- E. All dwellings must have an approved roof design and all front elevations must be designed to be appealing and of consistent architectural style.
- F. All dwellings must have an attached two-car garage, except twin homes may have a

- single car garage.
- G. No dwelling or structure shall be erected which is more than 30' in height.
 - H. All fences must be approved by the Committee. No fence shall be located forward of the dwelling.
 - I. Driveways must be completed prior to occupancy with asphalt or concrete.
 - J. Exterior colors must be approved by the Committee.
 - K. The Committee shall, at any reasonable time, have the right to inspect the work to ensure conformity with approved plans.
 - L. The commencement of any construction prior to approval by the Committee shall be a violation of this Declaration and may be subject to a fine of not less than \$500.00.
 - M. Continued violations or failure to address previous correction notifications within a 30-day period shall result in fines double the original fine amount.

Article III

Deviations from Building Criteria

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 Riverstone Park.

Article IV

General Restrictions

1. All lots in Riverstone Park are single family residential lots with the exception of Lots 27-36, Tract 1 and Lots A & B. No other use is allowed. No structure may be erected without prior written approval by the Committee.
2. All structures, including, but not limited to, driveways and culverts on a lot must be approved in writing by the Committee.
3. 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 loud or obscene music. No outdoor lights that would provide an excess of light which would illuminate adjacent properties on a routine basis. Owners must maintain their lot or lots. If lots are not maintained, the Committee may enter such lot or lots and cut growth or maintain as needed to appear neat. Owners of such lots will be charged \$100.00 for each instance per lot.
4. Temporary Structures: Must be approved by the committee.
5. Modular and Mobile Homes are not allowed in this subdivision.
6. Construction Site Controls - The owners are responsible for their lot.
 - A. A trash receptacle must be used during construction.
 - B. Roads shall be kept clean.
 - C. Job site shall be maintained in an orderly fashion.
 - D. If the lot adjacent is used for any purpose, the owner's permission must be granted.
 - E. The Developer holds responsible each respective lot owner for damage to any improvements in subdivision, including sidewalks and roadways.
 - F. 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.
 - G. 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.

7. Lot Appearance: Inoperable vehicles, horse trailers, heavy trucks, equipment or machinery, litter, or unsightly material is prohibited. Propane tanks must be hidden or screened from curb view.

8. Pets: No vicious, large dogs are allowed. If a dog lunges at passersby in an unaffectionate way, it is considered vicious. All animals must remain in their owners' property unless the owner is with them. Owners of dogs must not allow barking to become a nuisance. The Committee, at its discretion has authority to determine which animals are vicious, threatening, or a nuisance. No farm animals are allowed other than chickens per City of Sheridan ordinance.

9. All motor homes, campers, motorcycles, ATV's must be parked inside or behind front of house and must have a decent appearance. All vehicles that need a license to be used must have a valid license. All operations of vehicles must follow city and state laws.

10. Habitual parking on roadways is prohibited and subject to removal. Removal and storage expense will be paid by lot owners in violation.

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, or any owner, shall have the right and authority, but not the obligation, to enforce compliance with the Covenants and restrictions contained herein.

Article VI

Amendments to the Covenants

1. The Developer reserves the right to amend, add, or delete any part of this Declaration until he transfers authority to the 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 Riverstone Park Subdivision.

Riverstone Park

Declaration of Protective Covenants

Witness hand and seal, this _____ day of _____, 20_____.

Signature: _____
Developer/StoneMill Construction, LLC

State of _____

County of _____

Subscribed in my presence and sworn before me this _____ day of _____, 20_____.

Notary Public

My commission expires: _____