

***DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
PARADISE MEADOWS***

THIS DECLARATION (referred to hereinafter as the "Declaration") is made on March 1, 2021, by CARLTON CONSTRUCTION, LLC, a Wyoming limited liability company (referred to hereinafter as the "Declarant")

RECITALS:

A. *WHEREAS*, Declarant is the owner of that real property dedicated and described in that Final Plat as Paradise Meadows, as recorded in the Sheridan County Clerk's Office, Sheridan County, Wyoming on February 5, 2021, as Document No. 2021-766165, which is sometimes hereafter referred to and known as "Paradise Meadows" or the "Subdivision".

B. *WHEREAS*, Declarant desires to implement cohesive plans for a desirable residential, agricultural and recreational and living environment while preserving the beauty of its rural location and character.

C. *WHEREAS*, Declarant adopts this Declaration of Covenants for the benefit of all Owners of Lots in Paradise Meadows as such that Lots may be held, transferred and used only in a manner consistent with this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, transferred, and occupied subject to the covenants, conditions, restrictions, easements, and liens (collectively, the "Covenants") set forth in this instrument.

1. STATEMENT OF INTENT & DEFINITIONS.

a. *Intent.* It is the intent of these covenants to protect and enhance the value, desirability and aesthetics of the property; to protect Lot Owners from development and use of other Lots within the Subdivision which may depreciate the value and/or restrict the use of their Lot(s); to prevent the erection or construction of unsightly, unsuitable or unsafe structures; to insure adequate and reasonably consistent value of the Lots and improvements of the property; to encourage the construction and maintenance of appropriate improvements; to insure and encourage the provision of adequate and suitable landscaping; and to provide for the maintenance and improvements of the interior roads of the Subdivision. The restrictions imposed by these covenants are intended to be kept to a minimum while preserving the right of Lot Owners to enjoy their property in attractive surroundings free of nuisances, undue noise and danger. It is the further intent to provide by these covenants that disturbance of the natural environment be kept to a minimum.

b. *Definitions.* The following words used in this Declaration shall have the following meanings:

- i. **"Association"** means the Paradise Meadows Homeowners Association, Inc., a Wyoming not-for-profit corporate entity, which shall consist of the Owners of the Lots, and shall have the power and duty to administer and enforce this Declaration, as created hereinafter, and as set forth in its Articles and Bylaws.
- ii. **"Declarant"** means CARLTON CONSTRUCTION, LLC, a Wyoming limited liability company, which is the record owner of Paradise Meadows.

- iii. "Lot" means any Lot of land shown on the Plat of the Property, which is designated as a Lot on the map or otherwise, and which is or may be improved with a residential dwelling in conformity with these Covenants, and any resulting portion thereof. "Adjoining Lot" means a Lot which is contiguous to another referenced Lot as shown on any recorded plat of the Property.
- iv. "Owner" means a person(s) or entity who or which is a record owner of a fee or undivided fee interest in any Lot subject to these Covenants, excluding any person or entity who holds a lien or interest in a Lot as security for the performance of an obligation.
- v. "Plat" means that instrument filed of record with the Sheridan County Clerk's office, Sheridan County, Wyoming, on March 5, 2021, as Document No. 2021-766165.
- vi. "Property" means the real property described in the Plat, which is sometimes referred to herein as the "Subdivision" or "Paradise Meadows" and which is the subject of this Declaration, including but not limited to all Lots shown on the Plat.

2. **RESTRICTED USE.** All Lots within the Subdivision shall be restricted by the covenants contained in this Declaration and shall be used primarily for rural residential purposes. It is intended that the Lots shall be used and occupied as residential home sites and that the owners thereof will have full enjoyment of these home sites, subject, however, to the covenants contained in this Declaration and all applicable laws and regulations.

3. **ARCHITECTURAL CONTROL -- COMMITTEE.** A Committee shall be authorized to act on behalf of the Subdivision for certain architectural and other decisions, as set forth in these Covenants and the Design Guidelines referenced herein. The Committee is hereby created and constituted (referred to herein as the "Committee"). This Committee is initially composed of Declarant only. After seventy-five percent Lots of Paradise Meadows are sold, conveyed and residences constructed upon, the Committee shall thereafter be composed of three (3) members, each of whom shall be initially appointed by Declarant. One of the three members of the Committee may be someone who is not an Owner.

After all of Lots have had residences constructed upon them, Members of the Committee shall be elected for one-year terms by a majority vote of the Association at the next annual meeting of the Association. The Association may, at any time thereafter, call a special meeting and, by majority vote, remove and replace any member of the Committee.

All notices to the Committee required herein shall be sent to the address designated by the Committee from time to time. All Committee actions or decisions shall be by a majority vote. A majority of the Committee may designate a representative to act for it. In the event of a vacancy due to the death, termination or resignation of any member, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation of any kind for services performed pursuant to this covenant.

The Committee shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to this provision, or any provision in this Declaration. Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any official or commission of any governmental agency. Obtaining permits, applications or other written instruments required by any public or governmental agency shall be the sole responsibility of the applicant, and any approval or permission granted by the Committee shall not in any way be construed to mean acceptance or approval of any submission to any private or governmental agency.

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4. **DESIGN GUIDELINES FOR CONSTRUCTION OF IMPROVEMENTS.**

a. Prior Approval Required. No building, improvement or fencing shall be constructed or erected upon any Lot within the Subdivision until the Committee has approved the site plan and the construction plans and specifications submitted by the Owner.

b. Design Guidelines. Notwithstanding anything to the contrary in this Declaration, Declarant has published "Design Guidelines", which are not recorded but which are expressly incorporated herein by reference, and which shall be used the Committee in its enforcement of architectural review. When accepting a deed for the conveyance of a Lot, the recipient of that deed shall be considered as having accepted the Design Guidelines as binding on their construction.

The general architectural style of the buildings constructed in the Subdivision will be subject to the approval of the Committee and set forth in the Design Guidelines, which may be amended from time to time by the Committee, with a copy of the amendment delivered to each Owner.

The Committee reserves the right to require the Owner to submit such information which it deems necessary for its determination and, if the Committee seeks additional information, the time period for its decision shall not start until such additional information is received by the Committee. The Committee shall consider each such application as to quality of workmanship and materials described, conformance with this Declaration and harmony of the exterior colors, exterior construction materials and exterior design with existing structures and location with respect to topography and finish grade elevations.

The Committee shall consider applications on the first Monday of each month and shall advise the applicant in writing of its decision within fourteen (14) days of its consideration. In the event that the Committee disapproves any submitted plan, it shall inform the applicant, in writing, of the specific basis for disapproval and the manner in which the applicant may amend such plan to secure approval. In the event the Committee fails to approve or disapprove any such plan so submitted within thirty (30) days after receipt of all required information and any other information, the Committee's failure to approve or reject the application shall not constitute a waiver of the rights of the Committee, the Association or any Lot Owner.

If any construction is commenced upon any Lot within the Subdivision without having first secured Committee approval, the Committee and/or the Association and/or any Owner of a Lot within the Subdivision may institute an action to enjoin such construction until Committee approval has been granted. No such suit may be commenced after any such unapproved construction has been completed. The prevailing party in any such injunction action shall be entitled to recover its or their attorney's fees, expert witness fees and costs of such action.

c. Location and Orientation of Improvements. Upon the Plat, a recommended building envelope for each Lot is generally identified. Owner shall submit a site plan depicting the location and orientation of all proposed improvements for approval by the Committee, whether in the recommended building envelope or proposed to be outside of it. The proposed location and orientation of improvements upon a particular Lot are important factors considered by the Committee. The Committee will consider, among other things, the topography of the Lot, the views, and the desire to maintain a maximum degree of symmetry, harmony and balance among all improvements situated within in Subdivision, in reaching its decision. Inasmuch as each Lot and the intention of each Owner for construction thereon presents a unique setting, each site plan shall be evaluated and approved by the Committee on a case-by-case basis

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rather than attempting to specify detailed requirements for the location and orientation of improvements herein. As a general rule, however, the following minimum criteria shall apply subject to the case-by-case evaluation by the Committee during the approval process.

The orientation of a home upon a Lot must be approved by the Committee in writing. The Committee may consider alternate orientations of the home if it is in close proximity to a neighboring home and it maintains a maximum degree of symmetry, harmony and balance among all improvements situated on the Lot and adjoining lots. Additionally, the Committee may consider the topography of a Lot, which merits the orientation of a home in a manner other than described in this paragraph.

d. Building Envelopes. All buildings and improvements upon a Lot (including but not limited to all buildings, enclosures and all other improvements constructed upon a Lot) shall be within the building envelope established for each Lot. *Provided however*, an Owner may construct an approved fence along the Lot boundary outside the envelope with the approval of the Association. Variances to the building envelope may be granted by the Committee on a case-by-case basis.

e. Setbacks for Combined Lots. An Owner may combine two (2) or more Lots as a homesite subject to the following considerations. An Owner combining two (2) or more Lots as a homesite must carefully consider the placement and location of any home dwelling, outbuildings and/or barns to be constructed upon the combined Lots in light of the possible future separation and sale of the combined Lots individually. In this regard, when selling individual Lots what were previously combined, each Lot (when separated) is subject to the minimum setback requirements as set forth hereinabove. Furthermore, these covenants prohibit residing in an outbuilding prior to the construction of a residence (but the construction of an outbuilding prior to the construction of a residence is expressly permitted so long as the outbuilding has been approved by the Committee as provided herein). Similarly, an Owner who has combined two (2) or more Lots as a homesite and who has constructed a home dwelling on one of the Lots and an outbuilding and/or barn on the other Lot, may not separate the Lots for the individual sale unless demonstrating to the satisfaction of the Committee that a residence shall also be timely constructed upon the Lot with the outbuilding and/or barn. The purpose of the preceding provision is intended to prohibit the residential occupancy of an outbuilding if the Owner does not have, or intend to have, a home dwelling upon the Lot. Notwithstanding anything hereinabove to the contrary, the interior lot lines of combined Lots may be disregarded and the applicable setbacks shall be computed from the exterior lot lines of said combined parcel if the combined parcel is not, thereafter, separated.

5. LOT USES AND RESTRICTIONS.

a. No Nuisance. No activity, use or operation of a noxious or offensive nature may be conducted upon any Lot in this Subdivision, nor shall any use or activity occur thereon which may be or may become a nuisance or annoyance to the neighborhood. Of particular importance, no Owner shall allow its pets to create a noise disturbance (e.g., barking) which is offensive to a reasonable person, nor shall any center or rim fire rifles be discharged upon a Lot due to the safety concerns such discharge will cause (responsible archery hunting and target practice is permissible).

b. No Antennae/Towers or Propane Tanks. Specialty antennas utilized for must be approved by the Committee. A maximum of two (2) satellite dishes of no more than thirty inches (30") in diameter shall be allowed, but their location and screening design must take into account adjacent Lot Owners' views and the views from the roadways that serve the Subdivision. Approval for the installation

of satellite dishes must be obtained by the Committee prior to any installation. Any propane tank servicing the house and/or outbuildings shall enclosed with a screen approved by the Committee.

c. **No Junk/Trash.** No Lot shall be used or maintained as a dumping ground for rubbish or salvage, including, without limitation, unlicensed vehicles, vehicles which are not in running condition or vehicles, including trailers, motorcycles, snowmobiles, all-terrain vehicles, vehicles stored on trailers that are in a state of disrepair. Trash, garbage or other waste shall be kept only in sanitary containers. All sanitary containers, dumpster and/or other disposal equipment shall be of the type and kind that can be removed and/or emptied on a regular basis.

On any Lot on which there is located a sanitary container, dumpster and/or other disposal equipment, such sanitary container, dumpster and/or other disposal equipment shall be enclosed on at least three (3) sides by fencing, decorative block, brick or some other material in sufficient height to conceal and/or shield the sanitary container, dumpster and/or other disposal equipment.

No burning of grass, weeds, trash, construction materials, waste or any other material of any sort shall be allowed at any time. All equipment for the storage of disposal of such material shall be kept in clean and sanitary condition. No trash, litter or salvage items, discarded appliances or like items shall be permitted to remain visually exposed upon the premises. The requirement for enclosure of sanitary containers, dumpsters and/or other disposal equipment, as set forth herein, shall not apply during the construction of any residence on any Lot.

d. **Construction Debris.** During construction, Lot Owner shall insure that all construction related materials, trash, waste and debris shall be contained. All building materials must be secured and protected. The Lot Owner bears the responsibility to insure that at all times during or after construction no trash, debris, or material of any kind be allowed to blow or be carried off the Lot to other Lots, the Subdivision's public or private roadways or onto other properties.

e. **Home Occupations; Commercial Enterprises.**

i. No commercial business activity other than a home occupation use, as provided herein, may be conducted upon a Lot within the Subdivision (except those Lots designated by Declarant as being available for such use and then only in accord with applicable laws).

ii. Home occupation uses are not prohibited herein; however, nothing in this Section shall be construed to relieve any Lot Owner from compliance with any and all applicable Sheridan County zoning regulation which govern home occupations. The Lot Owner shall be responsible to determine which regulations govern the Lot Owner's intended and actual home occupation use and shall be responsible for complying with those regulations.

iii. In accord with the County zoning regulation, home occupation uses shall be permitted on any Lot and shall comply with the following restrictions:

- A. There shall be no unreasonably offensive noises, vibration, smoke, dust, odors, heat, or glare noticeable at or beyond the property line of the Lot;
- B. No storage or display of business materials, goods, supplies, equipment, vehicles and/or other heavy equipment shall be visible from the outside of any structure located on the Lot;

- C. The home occupation use shall not allow for employees other than up to one part-time employee, excluding the Lot Owner and immediate family members who regularly reside in the residence upon such Lot;
- D. Any change in the exterior of any structure to accommodate any home occupation use must be approved by the Committee;
- E. No additional traffic beyond what would be considered normal residential vehicular traffic shall occur as a result of the home occupation;
- F. No commercial animal boarding activities shall be permitted; and
- G. No exterior signage regarding such home occupation use shall be permitted.

6. **NO FURTHER SUBDIVISION.** No Lot may be subdivided or divided into more than one parcel.

7. **TEMPORARY BUILDINGS.** No structure of a temporary character, trailer, modular, basement, tent, shack, barracks, garage, barn or other outbuilding shall be used on any Lot as a family dwelling, either temporarily or permanently, unless the outbuilding has residential quarters designed to be included therein and is approved by the Committee. This restriction shall not apply nor restrict the temporary use of a trailer, recreational vehicle and/or tent on any Lot for a period not to exceed seven (7) days. This covenant shall not restrict a home builder from maintaining a temporary construction trailer for the purpose of erecting dwellings, provided that the Committee shall have the authority to order the removal of said temporary structures whenever the same have been on the premises an unreasonable length of time.

8. **LOT ACCESS.** Individual Lot access driveway approaches and driveways must be installed at the commencement of any construction at the connection point of the Lot to Mountain Brook Drive in order to protect the shoulders of the road and the natural turf.

CONSTRUCTION ON ANY LOT WITHIN THE SUBDIVISION SHALL NOT COMMENCE UNTIL SUCH TIME AS THE ROAD, APPROACH AND/OR DRIVE LEADING TO ANY SUCH LOT HAVE BEEN CUT IN. IN ADDITION, PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ON ANY LOT WITHIN THE SUBDIVISION, INCLUDING EXCAVATION, THE LOT OWNER, HIS SUCCESSORS OR ASSIGNS, SHALL CUT IN AND CONSTRUCT A DRIVEWAY TO SUCH LOT, INCLUDING THE INSTALLATION OF NECESSARY CULVERTS AND PLACEMENT OF ROAD BASE MATERIAL IN AND UPON SUCH DRIVEWAY, AS PROVIDED HEREIN.

Lot access approaches and driveways which connect the primary dwelling Mountain Brook Drive shall be constructed with a minimum surface of a five inches (5") depth of Grading W type road base gravel. Individual access driveway approaches, defined as that portion of the access driveway that exists within the private road right-of-way, shall include the installation of a properly sized drainage culvert.

9. **LANDSCAPING.** Installation of all required landscaping shall be completed within twelve (12) months after completion of construction of the primary residence in compliance with the Committee's Design Standards. It is the intent of these covenants that landscaping be installed to enhance such Lot, the adjoining Lots and the Subdivision; to provide drainage and erosion control and to achieve a harmonious and integrated appearance of such Lot with the adjoining Lots and the Subdivision.

No cottonwood trees are allowed to be grown in the Subdivision, unless cottonless variety approved by the Committee.

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Further, no building, landscaping, or other site improvements shall be allowed which may interfere with the natural or designed drainage patterns that exist through the Subdivision as a whole. Any proposed changes to the Subdivision's natural or designed drainage patterns must be shown on any Lot Owner's application for approval of construction and must include a complete written definition of all proposed drainage changes.

10. SEPTIC, WATER AND IRRIGATION SYSTEMS.

- a. **Septic Systems.** Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and of a type approved by Sheridan County, including the following specific requirements:

All on-site septic systems located on any Lot requires that a Wyoming licensed professional engineer design and permit the on-site septic systems through Sheridan County. For Lots 1, 2 and 3 in this Subdivision, the leach field must have a minimum of 4' of separation to seasonal high ground water such as an engineered system. Lots with a percolation rate of greater than 60 minutes per inch will require an alternative septic system with no area reduction allowed for chambers if they are used.

- b. **Potable Water Supply.** Potable water service for each Lot will be from the Sheridan Area Water Supply Joint Powers Board and governed by the Contingent Water Service Agreement for the Subdivision.
- c. **Irrigation System.** The Subdivision is currently served by a system of irrigation pipelines, valves, ditches and/or other improvements used to convey irrigation water to be shared by the Owners for the Lots, as administered by the Committee. The Association has certain rights and interests to irrigation water from the Big Horn Reservoir Company and the Colorado Colony Ditch Company. and the Committee shall administer the use and application of the irrigation water by Owners.

11. SIGNS. Except for signs advertising the initial offering of the Subdivision and the permanent identification, signage or landmarks installed by the Declarant which identify the Subdivision, no sign of any kind shall be displayed to the public view on any residential Lot except one (1) sign of not more than Nine (9) square feet advertising the property for sale or rent, or except signs of no more than Nine (9) square feet used by a builder to advertise the property during the construction period. Within thirty (30) days after the closing on the sale of any residence constructed on any Lot within the Subdivision, any such signage attendant to the construction, advertisement and/or sale of any such residence shall be removed.

12. PETS AND ANIMALS.

- a. **Domestic Pets.** Commonly accepted domestic pets may be kept provided they are not maintained or kept for commercial purposes. All such domestic pets will be under the control of the Owner at all times and will not be allowed to run free off of the Owner's Lot or create a nuisance to any other Lot Owner or resident. Pet kennels or dog runs that may be permitted by the Committee through application, shall be properly screened from



the view of other Lot Owners and/or public roads which serve the Subdivision. No animal of any kind shall be permitted which, in the opinion of the Committee, makes an unreasonable amount of noise or odor or which is a nuisance.

b. Livestock – Permitted on Limited Basis. No livestock nor any grazing animal may be kept on any Lot except as follows:

- (i) No more than two (2) livestock animals (whether horses, cows, donkeys, mules, goats, lamas or similar animals) may be kept on a Lot at a given time. If such animals are kept on a Lot, a Committee-approved corral area and barn/loafing shed shall be installed adjacent to the corral to provide the horse(s) with a reasonable amount of sheltered space for each animal.
- (ii) Additionally, up to four (4) project animals, whether for 4-H or similar youth programs, owned by the Owner and/or the Owner's children are expressly permitted to be kept on a Lot for 4-H projects; provided however, this permitted 4-H animal project shall not permit roosters, swine or additional horses, nor shall it include animal projects which last more than six months before the project animal is sold and removed from the Lot. Any such 4-H animals kept on a Lot shall be properly cared for and sheltered.
- (iii) The Lot shall at all times be maintained in a clean and sanitary condition, and no manure shall be allowed to accumulate to a level that can be smelled by an adjoining Lot owner. *Provided further*, no animals kept on a Lot shall be permitted to become a nuisance, either by noise or odor, to other Lot Owners.

No roosters and no swine shall be kept on any Lot because of their propensity to create a nuisance, unless otherwise approved by the Committee and the adjoining Owners. Owner shall not allow any of their animals to escape from their Lot.

- (iv) NO LOT SHALL BE OVER-GRAZED OR ALLOWED TO DETERIORATE -- the natural beauty and character of the Lot, and the typical vegetative cover naturally occurring thereon, shall not be allowed to be grazed or unreasonably damaged by the animals kept thereon. The Committee and/or the Association shall have the right to require an Owner to remove any and all horses and/or 4-H project animals from a Lot should the Lot be allowed to be over-grazed or if the animals or Lot are not being reasonably cared for. For purposes herein, the grass on a Lot shall be considered over-grazed if grazed shorter than the toe of a boot.

13. VEHICLE PARKING/STORAGE. It is the intent of these Covenants to ensure that no vehicle, trailer or equipment is parked in such a manner that causes an unsightly condition on any Lot. To that end, the following requirements for parking and storage are intended to keep the appearance in the neighborhood reasonably attractive, considering the rural residential nature of the Subdivision.

All vehicles parked in the Subdivision shall be parked on the owner's Lot, and no vehicles, trailers, or vehicular equipment shall be parked along the roadway within the Subdivision. No vehicles except regularly-used passenger automobiles, light-duty trucks/vans and similar passenger vehicles shall be

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parked in the Subdivision. Vehicles that are not in running condition or are in a state of disrepair shall not be parked outside of a building on a Lot for more than seventy-two (72) hours at any one time or as a repeated practice. Finally, any and all camp trailers, recreational vehicles, horse trailers, utility trailers, boats and boat trailers and similar vehicles shall be parked inside a building or screened (by fence and/or vegetation) from the view of adjacent Lot Owners and away from the roadway side of any house, except that one (1) such trailer or vehicle may be parked in open view and outside a building on the conditions that: (a) it is so parked during the season of typical use (e.g., a boat or camper during the non-winter season), and (b) it is operable, maintained, clean and placed in a location that is reasonably close to the owner's residence or outbuilding.

14. **MINING.** No drilling, development operations, refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall tanks, tunnels, mineral excavations, sand/grave pits or shafts be permitted upon or in any Lot.

15. **UNDERGROUND UTILITIES.** All utility lines from the easement to the structure shall be underground and the responsibility of the Lot Owner, builder and/or the utility company.

16. **FENCING.**

a. It is the intent of these covenants to afford, create and maintain an open appearance to the Subdivision's overall viewscape and landscape. No fencing shall be permitted on any Lot within the Subdivision except upon the prior written approval of the Committee. Fencing utilized for a groomed lawn within the building envelope inside the Setbacks described above, and surrounding the home for screening, privacy, wind protection, animal enclosures or other general purposes may be allowed with prior approval by the Committee. The Committee shall evaluate any request for fencing upon a Lot to insure that any such fencing is compatible with the structure, the adjoining Lots and the Subdivision and may deny any such request if the proposed fencing does not meet the Committee's approval for fencing material, height, location and aesthetics.

b. Any and all recreational vehicles, trailers, boats, horse trailers, utility trailers, motor vehicles, jet skis, snowmobiles, all terrain vehicles, or any other item of a like nature or quality, not stored, kept and/or maintained by a Lot Owner within a garage or outbuilding on the Lot shall be placed on the Lot outside the view of the neighboring lots/owners.

17. **MOUNTAIN BROOK DRIVE AND ROAD ASSESSMENTS.** As indicated on the Plat of the Subdivision, Mountain Brook Drive is a publicly dedicated right-of-way for the use of the general public and for the use by the Lot Owners of the Subdivision and their families, guests and invitees. NOTWITHSTANDING SUCH PUBLIC DEDICATION OF THE ROADS, THE MAINTENANCE AND IMPROVEMENT OF THE ROADS, INCLUDING SNOW REMOVAL SHALL BE BORNE BY THE ASSOCIATION AS SET FORTH HEREIN.

Mountain Brook Drive shall be maintained by the Association pursuant to this Declaration. All Lot Owners are required to be members of such Association and all Lots are encumbered by this Declaration. The Association shall assess all Lots equally for the costs of insurance, maintenance and improvement of the Roads and shall have the power to impose and enforce liens against Lots for unpaid assessments, as provided below. In addition, the Association shall procure and maintain such policies of insurance as it deems necessary to insure the maintenance and improvement activities of the Association on the Roads within the Subdivision.

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The initial assessment to be imposed upon Lot Owners for maintenance, insurance and improvements of the roads and common area features are not yet set but are expected to be approximately \$500.00 per year per Lot, beginning in the calendar year of 2021, and in such other amount as the Association thereafter deems necessary, in its discretion, to perform and complete such maintenance, insurance and improvements on Mountain Brook Drive. Payment of monthly assessments may be in such increments (monthly, quarterly, semi-annually or annually) as the Association may, from time to time, determine appropriate.

The Association may assess each Lot for special assessments to pay for any emergency repairs, extraordinary costs and/or any major improvements to Mountain Brook Drive. The obligation to pay regular and special assessments runs with the Lot and binds all future Owners of each Lot regardless of when such Owner acquired such Lot. **ANY DELINQUENT BALANCE DUE SHALL SURVIVE THE COVEYANCE OR FORECLOSURE OF THE LOT AND SHALL BECOME AN ENFORCIBLE OBLIGATION OF THE PERSON(S) TAKING TITLE TO SUCH LOT.**

Determination of the amount of annual assessments shall be made on at least an annual basis at a regular meeting of the Association.

In the event that any Lot Owner shall fail to make his, her or its annual or special assessment assessed by the Association, said assessment may be collectable in an action brought before a court of competent jurisdiction and any judgment awarded in any such action shall become a lien upon the subject Lot. In any such action brought by the Association to collect unpaid assessments, the Association shall be entitled to recover all costs incurred by it in such collection action including, without limitation, reasonable attorney's fees and costs.

The Association shall have no obligation, responsibility and/or duty to police, enforce, control or take any other action pertaining to and/or concerning the use of Mountain Brook Drive nor shall the Association have any obligation to control or restrict such use other than to install and maintain such traffic regulation signs that may be required by governmental authorities. The Association shall only be required to maintain and improve the Roads in a reasonable manner as provided for herein.

18. HOMEOWNER'S ASSOCIATION. The Ownership of any Lot subject to this Declaration shall impose and confer upon all such Owners the obligations and benefits of membership in the Paradise Meadows Homeowners' Association, a Wyoming not for profit corporation (herein "Association"), the Articles and Bylaws for which, as may be amended, are incorporated herein by reference.

The Association shall, without limitation: (1) enforce this Declaration and all covenants, conditions and restrictions hereof; (2) appoint members to the Committee as set forth above; (3) promote the common interests of its members; (4) maintain, manage and insure certain real and personal property assets in, on and appurtenant to the Subdivision and Roads therein, including fencing, parking areas, culverts, bridges, signs, gates, common trash disposal areas, walkways, paths and shrubs; (4) maintain, manage, insure and pay for certain personal property assets in, on and appurtenant to the Subdivision features, including, without limitation; (a) the maintenance, supply, repair, replacement and cultivation of common area trees, shrubs, sod, and landscape, (b) the maintenance, supply, repair and/or replacement of common area signage, lighting, water features and implements, painting, lettering, and (c) the maintenance of water supply to the common area features; (5) assess its members for the costs of management of the Association including, without limitation, the costs of maintenance and improvement

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of the roads and the common area features; and (6) provide an organizational entity for the activities and common interests of the Lot owners in the Subdivision.

The administration of the Association shall be in accordance with the provisions of this document, the Articles of Incorporation and with the Bylaws of the Association. The assessments to be imposed upon Lot owners shall be determined by the Association, but shall not exceed an individual Lot Owner's proportionate share of the operational expenses of the Association including, without limitation, the costs of maintenance and improvement of the Roads and Features, as set forth herein.

The Association shall assume all responsibilities and obligations of maintenance and improvement the shared road and/or shared irrigation system and/or other shared improvements of the Subdivision, and shall pay for the costs thereof, including premiums for insurance coverages incidental to the maintenance and improvement activities of the Association on such roads and improvements, pay all annual fees of a nonprofit corporation to the Wyoming Secretary of State, file tax returns, assess Lot owners equally for all such costs and enforce this Declaration.

19. BINDING EFFECT; EXTENSION; AMENDMENT. This Declaration and all restrictions set forth herein and in the Agreement attached hereto and incorporated herein runs with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years each unless terminated at the end of any such period by written vote of two-thirds (2/3) or more of the Lots' then-record owners.

This Declaration may be amended in whole or in part (except for the addition of adjacent lands to be added to and become subject to this Declaration by Declarant's direction as contemplated above) at any time, by an instrument signed by a at least two-thirds (2/3) of the then-owners of the Lots and Declarant (for so long as Declarant owns any Lot) agreeing to amend this Declaration in whole or in part.

Any termination or amendment to this Declaration of protective covenants must also be approved in writing by the Declarant (or their successors) in order to be valid. Any termination or amendment, which has been approved by the Declarant, must be recorded in the Office of the Clerk and Recorder of Deeds for Sheridan County, Wyoming.

Whenever a vote of the Lot owners is required in this Declaration, a Lot owner shall be entitled to one (1) vote for each Lot owned. Two or more persons owning a Lot (e.g., joint ownership by a husband and wife, etc.) shall collectively be entitled to one (1) vote per Lot.

20. ENFORCEMENT. These covenants, conditions and restrictions may be enforced by any legal or equitable owner(s) of any Lot within the Subdivision, or by the Association, the Committee, or the Declarant and their successors and assigns, by appropriate proceedings at law or in equity against those persons violation or attempting to violate, or for restraining a future violation, for recovery of damages for any violation, or for such other and further relief as may be available. The party found to have violated these covenants shall be responsible for the reasonable attorney's fees incurred by the owner(s), Committee, Association or the Declarant in the proceedings either to enjoin a violation or for the recovery of the damages. The failure to enforce or cause the abatement of any violation of these covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or a different provision within these covenants.

Although it is a right, it is neither the obligation nor the responsibility of the Committee or the Declarant to prosecute violations of these Covenants on behalf of any Lot owner(s). Under no circumstances shall a Lot owner bring any claim, demand or action against the Committee or the Declarant relating in any way to a violation of the covenants by another Lot owner.

21. **BENEFITS AND BURDENS.** The terms and provisions contained in this Declaration shall bind and inure to the benefit of the Declarants and the Owners of the Lots located within the Subdivision and their respective heirs, successors, personal representatives and assigns.

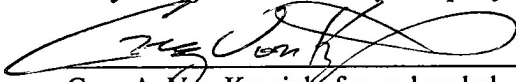
22. **SEVERABILITY.** Invalidation of any one of these restrictions by judgment of Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

23. **IMMUNITY.** The Declarant, the Committee and the Association and its Directors acting within the scope of their authority shall not be liable to any Lot owner, their invitees, heirs or assigns, or persons, whether for the use of the Roads or otherwise, for any claims, charges or damages incurred, regardless of nature, extent, amount or severity, by reason of mistake in judgment, negligence or nonfeasance, or for any act or omission whatsoever arising out of or in any way related to any of the provisions set forth in this Declaration, or in the discharge, performance and/or failure to perform, any of the obligations of the Association set forth herein, including, but not limited to, the maintenance to and improvement of roads within the Subdivision.

24. **VARIANCES.** Variances to any of the covenants or restrictions set forth herein may be granted by the Committee, or by the Committee's assignee, as appropriate in special cases and circumstances, at the sole election and discretion of the Committee or its assignee. The Committee (or its assignee) must approve any variance in writing.

Dated Effective the 1st day of March, 2021.

CARLTON CONSTRUCTION, LLC,
a Wyoming limited liability company

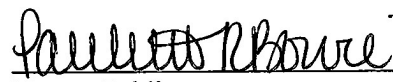


Greg A. Von Krosigk, for and on behalf of
Carlton Constructions, LLC

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The above and foregoing Declaration of Covenants was acknowledged before me by Greg A. Von Krosigk, Esq. as authorized person for and on behalf CARLTON CONSTRUCTION, LLC, a Wyoming limited liability company, on this 1st day of March, 2021.

Witness my hand and official seal.



Notary Public

My Commission expires: 2-2-23

Declaration of Covenants- Paradise Meadows

