

Paradise Meadows Design Guidelines

These Design Guidelines for **Paradise Meadows** supplement the Declaration of Covenants recorded and made a part of Paradise Meadows subdivision (the “Covenants”), and have been prepared to assist in maximizing the quality of your living experience. Paradise Meadows Subdivision consists of 7 five-acre custom home sites in an unmatched Big Horn Mountain Range view corridor. Common wildlife that live or visit Paradise Meadows include deer, waterfowl, pheasant, and turkey.

The Guidelines contained herein apply to the development of a home and other improvements within Paradise Meadows. The purpose of the Guidelines is to enhance the aesthetic experience, to promote harmonious residential design, and to protect and enhance property values.

The recommendations and regulations contained herein encourage harmonious architectural building and landscaping design and foster the preservation of the native features found in rural Sheridan County. The Design Guidelines are administered by the Committee defined in the Covenants and referred to here in as the “Committee”. This committee is responsible for assisting you and your designer in the creation of your Sheridan, Wyoming home.

The Design Guidelines apply to all construction, alteration, additions, grading, landscaping or removal of landscaping on any Lot within Paradise Meadows. The preparation and application of these guidelines is accomplished under the authority of the Declaration of Covenants, Conditions and Restrictions, filed with the County of Sheridan, herein referred to as the Declaration.

Section 1 ***INTRODUCTION and INTENT***

Paradise Meadows is located at the base of the Big Horn Mountains in Sheridan, Wyoming. Paradise Meadows Design Guidelines encourage sensitivity to this environment while suggesting architectural sophistication of refined understated Wyoming elegance. The purpose of the criteria herein is to create a special enclave that encourages compatibility and harmony with the natural beauty of rural Wyoming yet allows the diversity that is characteristic of quality architectural design.

Under the Paradise Meadows Declaration of Covenants, Conditions and Restrictions (Covenants), the Committee is mandated to consider and act upon such proposals or plans from time to time submitted to it pursuant to the protective covenants, to adopt Design Guidelines and to perform such other duties from time to time delegated to it by the protective covenants and by the Association.

The mission of the Committee is to preserve and protect the character and value of the land for the benefit of all owners by establishing and enforcing, fairly and consistently, design standards for all improvements, while encouraging and helping home construction through a review process that is clear, reasonable, and timely. The aim of the Design Guidelines is to encourage design adapted to the climate, and to foster harmony between buildings and their sites.

The right of an owner of a lot to construct, reconstruct, refinish or alter any improvement on his lot, or to install any utility line, or to grade, grub, fill, excavate, or to affect drainage, is subject to the approval of the Committee.

Presented in the pages that follow are standards that describe the design review process and provide direction and assistance to the owners of parcels with respect to design considerations. Modifications to these Guidelines can be made if it can be demonstrated to the COMMITTEE that the overall intent is being adhered to and the unique situation prevents the strict compliance contained herein.

1.1 SPIRIT AND INTENT

Paradise Meadows is a uniquely stunning place with remarkable natural beauty, expansive open space, seemingly endless views, gentle grass-covered pastures, and abundant wildlife. So that homeowners, future homeowners, and the future generations can live and enjoy this unique natural setting, Paradise Meadows is to be respected and uniformly cared for in perpetuity. The intent of the Design Guidelines is to preserve, protect and enhance the character of the natural and cultural setting by mitigating the visual and other impacts of improvements.

1.2 DESIGN PHILOSOPHY

Construction and improvements should be guided by a western/ranch, farmhouse character and/or mountain modern, as some intended options. These themes reflect the heritage and natural features of rural Wyoming, employing features of massing and form, design elements, and materials appropriate to this unique to Wyoming

- Main residence and outbuilding within 1 acre building envelope. Barn homes are encouraged as long as architectural features are included on all elevations (please see photo examples). Pole barns are allowed but only as outbuilding improvements (not as primary residence).
- Consistency within the various design elements;
- Architectural consistency between residence and outbuilding;
- Preservation to the views, wildlife and landscape;
- Other factors which will be utilized in evaluating proposed designs are the use, placement, color and texture of external building materials. All buildings shall be faced with materials and colors that blend with the indigenous elements of the landscape.

1.3 DESIGN GUIDELINES

The Design Guidelines are promulgated pursuant to the Covenants and serve to preserve, protect and enhance the natural beauty of Paradise Meadows, to promote the architectural integrity of improvements, and to protect the interests of all owners. By majority vote, the Committee, with the Boards approval, has the exclusive power to adopt, amend, and repeal the Design Guidelines. The Design Guidelines articulate the Committee's standards and time requirements for construction proposals. These Rules, together with all applicable provisions of the Covenants, will guide the Committee in reviewing and approving all such proposals. It is the goal of the Committee to apply these guidelines consistently and with common sense in order to protect the character and overall aesthetic and economic values of the Paradise Meadows WITHOUT UNECESSARY HOA OVERREACH.

Each owner is responsible for securing copies of current Design Guidelines for use by all persons serving the owner, and for ensuring that all action by such persons conforms to the Design Guidelines and the Covenants. Copies are available from Carlton Construction LLC.

1.4 DESIGN PROFESSIONALS

All plans and specifications must be reviewed by the Committee. Prior to submission of any plans to the Committee, the owner must arrange for his architect/representative to meet on the owner's lot with the Committee's consulting architect/representative, and/or a member of the Committee.

The owner's architect/representative shall be responsible for ensuring that the construction conforms to all applicable Sheridan County Building Codes, the Covenants, and the Design Guidelines. After a construction project is approved by the Committee, the owner's architect/representative shall be responsible for ensuring that the project is built in accordance with the approved plans and specifications.

1.5 DESIGN REVIEW

Every owner wishing to build or improve on a lot must submit plans to the Committee for review and approval. The Committee's approval is granted only if the following conditions have been satisfied:

- The Committee finds that the plans and specifications of the proposed structure conform to the Covenants and these Rules and Guidelines and any supplements or amendments subsequently filed.
- The Committee finds that the proposed structure is aesthetically compatible with the physical site.
- The Committee finds that there is compliance with all setback requirements, Association Rules, these Design Guidelines and government requirements.

1.6 CRITERIA FOR APPROVAL

Criteria for Approval:

The Committee shall approve any proposed Improvement to Property based on the following criteria:

- The siting of structures shall consider the impact of the proposed residence and other buildings on the views from neighboring lots as well as the impact that the future construction on neighboring lots may have upon the views from the proposed residence;
- That the appearance of the proposed Improvement to Property will be in harmony with the surrounding areas;
- That the Improvement to Property will not detract from the beauty and attractiveness of Paradise Meadows or the enjoyment thereof by other Owners;
- That the submittal meets all design review criteria of the Design Guidelines;

SECTION 2

2.1 DESIGN IMPROVEMENTS

All improvements shall be depicted in Plans submitted by the owner to the Committee for approval. A complete set of Plans and specifications must be approved prior to commencement of any construction of any improvement or any grading. Grading exceptions, prior to approval, due to weather deadlines will be considered.

If the Plans are not complete, the Plans will be rejected, and the Owner shall be notified in a timely manner that the Plans are incomplete, and the review period for the Committee shall not commence until a complete set of plans has been submitted for review and approval.

The entire lot should be master planned showing all expected future improvements. Any additional dwelling, ancillary buildings, and other improvements may be built simultaneously with or subsequent to the single-family dwelling and garage, provided that all applicable governmental approvals have been obtained and COMMITTEE has approved of such plans. All structures such as a garage, additional dwelling, barn, stable, outbuildings, etc., are to be designed

as integral parts or extensions of the dwelling in terms **of architecture, materials, and colors even if they are physically separated.**

2.2 PERMISSIBLE IMPROVEMENTS

Each lot shall contain no more than one single-family dwelling and additional appurtenant building built within the Building Area. One additional livestock loafing shed or stable is allowed but must be designed as an integral extension of other dwellings. All improvements shall comply with Sheridan County Building/Zoning Codes.

A secondary building, along with one additional livestock outbuilding, is permitted with approval from the Committee. A secondary building, as well as livestock structure, must be the same color and similar in design with the main Dwelling.

2.3 QUALITY

All structures constructed on any lot shall be constructed with new materials. Premium quality timber and other materials, recovered from an existing structure, re-milled and treated, may be regarded as new material.

All structures shall exhibit the highest quality workmanship.

2.4 BUILDING AREA

The "Building Area" refers to that portion of each lot reserved for the building of the single-family dwelling, the additional dwelling, if any, and appurtenant buildings, if any.

A single point on each lot, represented by a metal "T Post" stake, will be specified by Paradise Meadows recorded plat. The single-family dwelling, the additional dwelling and any appurtenant building shall be built entirely within the one-acre Building Area.

Designation of the Building Area should evaluate many factors, including:

- the owners' personal preference consistent with inclusion of the stake;
- the types and proposed heights of dwellings and improvements to be constructed;
- the contours or topography of the lot;
- the distance of the Building Area from adjoining Building Areas;
- the location, number and distance of improvements within the Building Area.

The specified stake location on a Lot may be relocated by the Committee, at its discretion, or at the request of an Owner.

Additionally, the improvements on each lot should not significantly or unnecessarily obstruct the view from an existing dwelling on another lot or a dwelling for which a design has been previously approved by the Committee. The Committee shall have full discretion and authority for the placement of the Building Area.

2.5 SETBACKS

Building Areas on each Lot shall comply with at least 40-foot setbacks from the front Lot lines along the roadway and at least 30-foot of setback from side lot lines.

With the exception of the driveway and certain types of ranch standard fencing (see Section 3), no improvements are permitted within the above-described setbacks unless a variance is granted by the Committee.

2.6 MINIMUM SQUARE FOOTAGE

Any Dwelling (primary residence) constructed on a Lot shall have a minimum of 2000 square feet of living area, not including garages, carports, patios, porches and the like.

Each lot shall provide an enclosed parking garage with space for at least two vehicles. Ranch and lawn equipment are encouraged to be stored from eyesight when possible. All single-family residential dwellings shall have a minimum 8 outside corners as well as architectural features on all elevations.

Due to the water table, basements are discouraged.

2.7 HEIGHT OF IMPROVEMENTS

No improvement, building, or other structure of more than two stories or having a height (at its highest point) of more than thirty-five (35) feet from ground level shall be constructed on any lot. "Ground level" shall be the average level of the finished grade adjacent to the improvement, building, or other structure. The siting of buildings on or near the highest point on a lot, or in a location that will result in the roof line of buildings exceeding the height of the highest point on a lot such that the roof protrudes significantly above ridge lines when viewed from up slope is discouraged and may not be permitted if reasonable alternative locations for siting such buildings exist.

2.8 TWO STORY BUILDINGS

The second floor of a two-story building must be stepped back from the ground floor, or otherwise designed so as to minimize the visual impact of the elevations of two-story masses.

2.9 NATURAL WATER COURSES

No obstruction, diversion, bridging, pollution or confining of water courses or of the existing channels, through which surface water naturally flows upon and across any lot, shall be made by any owner in such a manner as to cause damage to other lots. Each owner shall construct the improvements in accordance with the terms of the Covenants and the Committee approvals.

2.10 GRADING

Changes in existing cut or fill grades should be kept under five feet. Where cut or fill slopes are required and exceed five feet, special measures should be undertaken to have the finish grades blend with the natural terrain. This work shall be done in such a manner that the condition of any neighboring lots, roads, and drainage ways shall not be altered, obstructed or adversely affected. Site grading shall be designed to result in curved, undulating (not sharp or squared) contours to create a rolling, and natural appearance.

Most lots should require only minimal site grading, but where more extensive earthwork is necessary the following guidelines shall be observed.

- a. The preferred maximum slope for areas of cut and fill shall be four (4) feet horizontal to 1 foot vertical (4:1).
- b. The maximum cut or fill slope allowed in limited severe conditions shall be 3 foot horizontal to 1 foot vertical (3:1).
- c. Slope length for cut or fill slopes of 4:1 grades or steeper should not exceed 50 feet.

2.11 WALLS

No wall shall be constructed on any lot until approval has been issued by the Committee. All exposed retaining walls or site walls should be of or faced with rock of an acceptable color or

material appropriate to the design of other structural features on the lot. Walls should not exceed 5 feet in height, from the top of the wall to the adjacent finished grade elevation.

2.12 EXTERIOR BUILDING

It is important that exterior building material be appropriate for Paradise Meadow structures. The main body of the dwellings should be wood, manufactured wood, metal, rock, EFIS, natural materials or combinations of these materials. The exterior material treatment shall be continuous and consistent with all elevations of the structure.

Exterior Walls:

- Stone, manufactured stone or EFIS should be considered in the design of the street facing elevation.
- Wood siding, wood shingles and heavy timber (including logs). All structures with wood materials on the exterior should consider some use of stone, manufactured stone or EFIS on the walls fronting street.
- Exterior wall finishes permitted shall include wood siding (tongue and groove siding, and shiplap siding), EFIS, stone, metal, aluminum or other exterior natural wall finishes of equivalent texture and character that the Committee approves in writing.

The following materials are not permitted for use on the exposed exterior walls of dwellings: concrete block or vinyl siding.

2.13 COLORS

The principal colors of improvements shall be muted and blend with the colors and tones of the natural surroundings or historical buildings. Exterior wall and roof colors shall harmonize with the site and surrounding structures. The predominant tones should tend toward muted, warm, earthy hues. Bold or dramatic earthy colors may be used provided they are used sparingly and confined to entries and walls of recessed areas hidden from general view.

Colors are preferred to be chosen to minimize glare. Contrasting colors are allowed for doors and trim. Bright contrasting, or primary colors, may be permitted with approval of the design committee assuming they are used as accent colors, which are used judiciously and with restraint.

2.14 ROOFTOP AND OTHER EXTERIOR FEATURES

Vents and mechanical equipment shall be centralized as much as possible, grouped with other roof elements or masses and screened from view.

All projections from a dwelling or other improvement shall match the color of the surfaces from which they project or are attached. Recreational and ornamental appurtenances are discouraged. Skylights shall be low profile type and follow roof slope.

Wood burning fireplaces are allowed.

2.15 SOLAR PANELS

Solar panels are permissible provided they are non-reflective, are integrated into the improvements or landscaping, and are not conspicuous from neighboring lots. Solar panels on the roof of the dwelling or other improvements shall be of low-profile design and mounted flush on or parallel with the roof. Owners are encouraged to pursue designs that minimize such systems' impact on the views.

2.16 MECHANICAL EQUIPMENT, SOUND DEVICES

Noise from mechanical equipment shall be abated to allowable decibel levels, or other such criteria as established by the Board. Exterior speakers, bells or sound devices, security devices may be placed on the home and improvements located thereon so long as the sound from them does not become a nuisance to the neighbors.

2.17 SERVICE FACILITIES

Clotheslines, trash containers, fuel storage tanks, or other service facilities shall be screened from view of adjacent roadways, lots, and common areas.

2.18 DRIVEWAYS

Only two driveways will be allowed per Lot. The entry feature, if any, should help identify the location of the driveway entrance. Such feature may include monumentation, signage to a maximum of two (2) square feet, earth forms and landscape plantings. No entry feature, exclusive of landscape plantings, shall exceed six (6) feet in height. All entry features require approval by the COMMITTEE. Driveway aprons connecting to the roads shall include a minimum of 20' of asphalt or concrete paving off street (once street is paved).

Driveway Gates

An owner is afforded additional latitude in the design of the Lot's main entry gate.

Design

- Driveway alignments shall be sensitive to terrain and vegetational features.
- Driveways shall be a maximum of 30 feet in width at the roadway.

Driveway Construction

Approved materials include:

- a. Interlocking concrete pavers
- b. Brick pavers
- e. Concrete and patterned concrete.
- f. Asphalt
- g. Gravel, with apron of 20 feet of asphalt, concrete, pavers or stone cobbles.

If concrete, pavers or natural stone cobbles are utilized as a driveway apron material, the roadway edge should be cut and sawed straight to ensure a clean joint between asphalt and concrete.

Drainage from driveways shall be directed across natural and landscaped areas to appropriate drainage easements or roadside drainage swales. This provides greater opportunity for runoff water to be absorbed into the soil. Discharge of driveway runoff on to the roadway surfaces shall be avoided.

Culvert pipe under all drive aprons at roadside swales is required.

The cost of all driveway construction including any required drainage structures (culvert) shall be the sole responsibility of the lot owner.

2.19 UTILITIES

All power, telephone or other utility lines (wire or conduit) shall be installed underground without exception pursuant to all applicable codes. Connections to underground utilities shall be designed in accordance with the Design Guidelines and overall Design Standards for the Common Property. All structures' piping shall be concealed underground or within walls.

2.20 WASTE WATER DISPOSAL

All plumbing fixtures or sewage disposal systems shall be connected to a cesspool, septic system, as required.

Please note: Sheridan County has limited each Lot to one septic system.

2.21 EXTERIOR LIGHTING

All exterior lighting, including the light sources and fixture reflectants, shall be designed, placed and constructed so that no portion of the lighting rays unreasonably encroach upon adjacent lots. Outdoor recreational lighting, and wall-washing lighting on buildings and landscaping are compliant. Temporary holiday or party lighting is exempted. Exterior Security flood lighting shall be allowed only if connected to motion, heat or similar type sensor, or if normally left off and turned on only in response to an immediate and temporary concern.

2.22 SIGNS

A general contractor or architect may during initial construction place one standard sign no larger than 2 feet high and 3 feet wide. Such signs shall be removed within 30 days of construction final review.

2.23 MAILBOXES AND NEWSPAPER BOXES

If centralized mailboxes are provided, no individual mailbox or paper box or other receptacles of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected or located on any lot.

2.24 Hunting

Safe usage of archery hunting is allowed. No projectiles of any kind are allowed to cross property boundaries without property owner consent. All ground or above ground blinds must be removed once hunting season is over. Please be considerate of neighboring property boundaries when retrieving harvested animals.

SECTION 3 LANDSCAPING/ FENCING

3.1 LANDSCAPING

The landscape character of Paradise Meadows can be defined as an informal landscape comprised of expanses of open pasture. It is the intent of future landscaping to further this character while responding, as much as is practical, to the vistas of individual lots and to promote the use of endemic and indigenous species suitable to the climate and elevations.

Tree lines that filter or block neighboring views are prohibited. Tree lines are limited to 30' consecutive feet. Tree grouping is encouraged but please keep neighboring views in mind. Any conflict between neighbors, based on view obstruction, will be addressed and determined by the COMMITTEE board.

Given the large size of the lots within Paradise Meadows, landscaping guidelines will be divided into two categories: Inside the Building Area and Outside the Building Area. This differentiation (Inside and Outside of the Building Area) is to assure the visual continuity of Paradise Meadows while affording flexibility for the individual homeowner. Appropriate

trimming of all landscaping is considered a basic standard of maintenance by the homeowner in both areas.

Landscaping Inside the Building Area

Homeowners must plant trees and shrubs Inside the Building Area in order to 1) soften the visual impact of man-made structures as seen from neighboring lots and roadways and 2) enhance, diffuse and complement the effects of improvements, balancing them with the natural landscape. Homeowners will be afforded flexibility Inside the Building Area for further ornamental and productive landscaping.

Landscape plans for Inside the Building Area need not be reviewed by COMMITTEE. The maximum growth of trees must be considered. Owners shall select and place plants to frame views rather than to obstruct views from other lots.

Weed control, especially noxious weeds, must be part of each owner's maintenance plan.

Fencing may be installed to allow grazing activities to continue until trees have achieved sufficient size. Irrigation shall be used until trees are well established. Irrigation water is available seasonally and free to all property owners.

As much as is practical, landscaping work shall be completed concurrently with construction of improvements and substantially completed no later than 180 days after the "notice of completion" is filed for the residential improvement.

Homeowners will be afforded latitude in determining the location, number, size and species of trees and shrubs needed to minimize and mitigate the effects of the improvements on the natural landscape within the parameters of the landscape character. Nevertheless, absent of special circumstances, a minimum planting of trees may be required.

Landscaping Outside the Building Envelope

The Natural Area of the Lot that lies Outside the Building Area is intended to remain as predominantly natural landscape consisting of open meadows and pasture land. Irrigation of the Natural Area is encouraged.

While landscaping outside the building area is encouraged maintenance of grasses is required to reduce fire risk.

Plants and Grasses: management efforts to ensure healthy pastures and meadows are encouraged such as; aggressively discouraging noxious weeds through mowing, pulling or chemical treatments; avoiding overgrazing which creates a favorable environment for noxious weeds.

3.2 FENCING

The character of fencing is based on rustic vertical elements (wood posts) blending into the natural setting with nearly transparent horizontal elements (wire).

Homogeneity of fencing throughout Paradise Meadows is strongly encouraged. Hot wire livestock fencing is only allowable as temporary (less than 180 days).

SECTION 4

DESIGN REVIEW PROCESS

The owner shall submit to the Committee for approval such plans and specifications for the proposed work as the Committee shall request. All submissions and other correspondence shall be delivered to the attention of the Committee. Digital correspondence is encouraged.

4.1 DESIGN REVIEW FEES

A schedule of fees applicable to the reviews and other operations of the Committee are listed in Section 8.

4.2 PRE-DESIGN STAGE

Design Guidelines Familiarization

Copies of the most recently revised Design Guidelines are available from the Committee, Board of the Association or Carlton Construction LLC.

Pre-Design Meeting

The owner's architect/representative must schedule a pre-design meeting with the Committee's consulting architect, and/or a member of the Committee. This meeting provides an opportunity to acquaint all parties with the owner's lot and to answer questions relating to the design review and construction processes. Comments offered are advisory only.

Attached to these Design Guidelines is a copy of the Design Review Record and check list. The owner's architect should refer to this check list to ensure all submittals are complete. The site analysis shall include:

- 1) Survey, at 1"= 40.0' scale.
 - a) Lot boundaries and dimensions;
- 2) All required setbacks;
- 3) Proposed Building Area, dimensioned and referenced from at least one lot boundary, and the single point as defined in section
- 4) Proposed driveway access;
- 5) Conceptual site plan, including improvements.

4.3 DESIGN STAGE

Only complete submittals will be accepted for each phase of review.

Plans Submittal

Plans (2 bound sets are required, one set for the Committee's consulting architect, one set is for use by the Committee, and both sets are retained): Digital plan submittal will be considered.

1) Site Plan at 1"= 40.0' scale, which includes:

- a) All elements of the site analysis (described above);
- b) Site drainage and modification;
- c) Finished floor elevations of all structures;
- d) Finished elevations of roof tops of all structures;
- e) Design and location of waste water disposal system;
- f) All improvements shown, dimensioned and referenced from at least

one lot boundary

2) Construction Plans, must include, but are not limited to the following:

- a) Floor plans including square footages.
- b) Four exterior elevations with materials indicated.
- c) Proposed color scheme with samples. (roof, siding, trim, fascia, stone or EFIS and garage door style color.
- d) Roof pitches and ridge height.

The Committee (and county) request that the owner to provide preliminary staking locating the corners of the single-family dwelling and other improvements.

Plan Review/submittal

In reviewing the Plan submittal, the Committee shall consider:

- Compliance with the Covenants and these Design Guidelines;
- Siting and orientation of the proposed improvements;
- The degree to which proposed improvements may obstruct the view from an existing residence on another lot or a residence for which a design has been previously approved by the Committee, taking into consideration policies or guideline adopted by the Committee for judging whether proposed improvements may significantly or unnecessarily obstruct such view.
- Building Area, setback and height restrictions;
- Building shapes;
- Architectural character.
- a) Samples must be large enough to permit the Committee to judge the visual effect of the color and texture. Samples should be presented by brochure or digital and be clearly marked with the owner's name, filing date and lot number. All samples must be identified with the manufacturer's name, color, and catalog/specification number.

A reply from the Committee will be communicated to the owner in writing, generally within 10 days. A re-submittal, if necessary, shall follow the same procedure as the initial submission. An additional design review fee may be required depending on the scope of the re-submittal.

FINAL PLANS REVIEW/ACCEPTANCE

Upon receipt and review of the Final Plans submittal, a reply from the Committee will be communicated to the owner in writing, generally within 14 days.

A re-submittal, if necessary, shall follow the same procedure as the initial submittal.

4.4 CONSTRUCTION STAGE

Commencement of Construction

Upon receipt of final approval from the Committee, the owner may proceed with the commencement of construction. If the owner fails to complete the foundation of any structure within nine (9) months from the date of Final Approval, the approval shall be deemed revoked. Prior to the expiration of said nine-month period, an extension may be allowed by the Committee upon written application by the owner.

The owner shall complete the structure within twelve (12) months of commencing construction. An extension may be allowed by the Committee upon written application by the owner.

Final Review

Upon completion, the owner shall give written Notice of Completion to the Committee. If it is determined that construction has not been performed in substantial compliance with the approved final plans, the Committee shall notify the owner in writing within 60 days following receipt of the Notice of Completion. That notification shall include a listing of any items of non-compliance the owner will be required to remedy.

If the owner has failed to correct all items of non-compliance within 60 days following the date of the mailing of the notification of non-compliance, the Committee shall notify the Association of such failure, and the Association, at its option, shall have the right to remedy the non-compliance or remove the non-conforming improvement, and the owner shall reimburse the Association for all expenses incurred in connection therewith, including all attorney's fees.

If the Committee does not notify the owner of any items of non-compliance within 60 days after receipt of a complete Notice of Completion from the owner, the improvements shall be deemed to be in accordance with the approved final plans.

SECTION 5 CONSTRUCTION REGULATIONS

The following Construction Regulations shall be enforced during the construction of the single-family dwelling or other improvement on a lot and all owners, contractors and their respective agents, employees and subcontractors shall be bound by these regulations as well as all applicable governmental regulations. All owners will be responsible for the conduct and behavior of their agents, representatives, contractors, and subcontractors on Paradise Meadows.

5.1 DEBRIS AND TRASH REMOVAL

Trash and debris shall be removed from each construction site to a dumping site not located on Paradise Meadows. Owners and contractors are prohibited from dumping, burying or burning trash anywhere on the lot. Lightweight material, packaging, and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site.

Concrete trucks shall wash out only on the Lot.

Dirt, mud, debris or concrete resulting from any construction activity shall be promptly removed from roads and driveways.

Any clean-up costs incurred by the Association in enforcing these requirements will be billed to and shall be paid by the owner.

5.2 DUST CONTROL

The owner will be responsible for clean-up of any construction generated dirt and debris, including cleaning of homes downwind from the construction site.

5.3 SANITARY FACILITIES

Each owner and contractor shall provide adequate sanitary facilities for their construction workers. These temporary facilities shall be maintained regularly to prevent obnoxious odors or unsightly appearance.

5.4 ACCESS, TRAFFIC, PARKING

Construction crews shall not park on or otherwise use other lots or common roads or shoulders. Private and construction vehicles and machinery shall be parked only in such areas and in such a manner that is not damaging to existing vegetation on or adjacent to the lot. The COMMITTEE may institute parking restrictions in certain areas in connection with the construction of residential improvements.

All construction personnel must observe speed limits and other traffic controls within Paradise Meadows.

All heavy tracked equipment shall be hauled to the construction site on trailers, and not "walked" across pavement.

Any damage or ruts to road, shoulders, or infrastructure of Paradise Meadows shall be repaired to the satisfaction of the COMMITTEE or billed to the Owner.

5.5 EXCAVATION MATERIALS

Excess excavation materials shall be hauled away from the lot or spread within the property.

5.6 BLASTING

There shall be no blasting or discharge of explosives upon any lot, except as may be required for construction and until a permit for same has been issued by the Committee.

5.7 RESTORATION OR REPAIR OF OTHER PROPERTY DAMAGED

Damage and scarring to other lots or improvements shall be repaired and/or restored promptly at the expense of the person causing the damage or by the owner of the lot for whose benefit the work which caused the damage was undertaken.

5.9 NOISE

The owner and contractor shall make every effort to keep noise to a minimum.

5.11 DAILY OPERATION

Daily working hours for each construction site shall be sunrise and 30 minutes after sunset Monday through Saturday. No work is permitted on Sundays and major holidays, including Thanksgiving Day, Christmas Day and New Year's Day.

SECTION 6 OTHER PROVISIONS

6.1 NON-LIABILITY

Neither the Board of the Association, the Committee, any member thereof, nor the Declarant, or their respective successors or assigns, shall be liable to the Association or to any owner or other person for the damage, loss, or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings, and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, or specifications, (c) the development, or manner of development of any Property within Paradise Meadows, or (d) the execution and filing of an estoppel certificate whether or not the facts therein are correct; provided, however, that the Committee or any such member has, with the actual knowledge possessed by it or him, if any, acted in good faith. Every owner or other person who submits plans to the Committee for approval agrees, by submission of such plans and specifications, that he will not bring any action or suit against the Committee, any member, the Association, the Board of Directors, or the Declarant to recover damages. Approval by the Committee, any member, or the Declarant shall not be deemed to be a representation or warranty that the owner's plans or specifications or the actual construction of a single family dwelling or other improvement comply with applicable governmental ordinances or regulations, including but not limited to zoning ordinances and local building codes, and it shall be the sole responsibility of the owner or other person submitting plans to the Committee or performing any construction to comply therewith.

6.2 NON WAIVER

The approval by the Committee of any plans, drawings, or specifications, or other submittal for any work done or proposed, or in connection with any other matter requiring the approval of the Committee under the Rules or the Covenants, including a waiver by the Committee, shall not be deemed to constitute precedent, or the waiver of any right to withhold approval as to any similar plan, drawing, specification, or matter whenever subsequently or additionally submitted for approval.

6.3 RIGHT OF WAIVER

The Committee reserves the right to waive or vary any of the procedures or standards set forth herein at its discretion, for good cause shown.

6.4 ENFORCEMENT

The Association shall have the right to remove any improvement constructed, reconstructed, refinished, altered or maintained in violation hereof and the owner shall reimburse the Association for all expenses incurred in connection therewith, including all attorneys' fees.

6.6 VARIANCES TO DESIGN GUIDELINES

Committee Power to Grant Variances:

The Committee may authorize variances from compliance with any of the provisions of these Design Guidelines, including restrictions upon height, size, floor area, or placement of structures or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require such variance. Such variances must be evidenced in writing and shall become effective when approved by at least a majority of the members of the Committee.

Compliance with Other Jurisdictions:

If any such variance is granted, no violation of the provisions of these Design Guidelines shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of these Design Guidelines for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental authority having jurisdiction.

6.7 DESIGN REVIEW FEE SCHEDULE

The following Design Review Fees apply for the items identified. All fees are non-refundable. Payment of fees shall be made by check, which shall be **payable to the order of the Paradise Meadows Association** and delivered by hand to the attention of the Committee.

Design Review Fee Due and payable with Plan submittal.	Fee	\$1000.00
Addition to (outbuilding, barn or shop)	Fee	\$300.00
Change to an Existing Improvement Based upon extent of change	Fee	\$100.00

SECTION 7**7.1 DEFINITIONS**

"Additional Dwelling" shall mean and refer to a dwelling of no more than 5,000 square feet.

"Architect" shall mean a person registered to practice architecture in the State of Wyoming.

"Association" shall mean the Paradise Meadows Association, a non-profit corporation described in Article VII of the Covenants, and its successors and assigns.

"Authorized Representative" shall mean a person (or legal entity) designated in a writing delivered to the Committee, to communicate with the Committee on behalf of an owner, to make decisions on the owner's behalf and to bind said owner by his representations and agreements.

"Board" shall mean the Board of Directors of the Association.

"Building Area" shall mean that portion of each lot reserved for the building of a home and appurtenant buildings, or for other uses as more particularly defined in Section 5.4 of the Covenants. The Area outside of the Building Area shall be known as the "Natural Area".

"Committee" shall mean the Committee herein and refers to the same Committee defined in the Covenants.

"Common Property" shall mean **all Common Area or Common Elements** and real property, both land and improvements in which the Association owns an interest for the common use and enjoyment of all.

"Contractor" shall mean a general contractor duly licensed in the State of Wyoming and bonded in an amount equal to the contract sum of the work to be performed for the owner.

"Covenants" shall mean and refer to the covenants, conditions and restrictions set forth in that certain Declaration of Covenants, Conditions and Restrictions for Paradise Meadows, as the same may hereafter be amended.

"Declarant" shall mean Carlton Construction LLC and their successors and assigns.

"Committee Rules" or **"Committee Rules"** or **"Design Guidelines"** or **"Rules"** shall mean these rules, as amended from time to time, adopted by the Committee.

"Improvement" shall mean and refer to any thing or device the placement of which upon any lot may affect the appearance of such lot, including by way of illustration and not limitation, any dwelling, structure, building, barn, garage, porch, shed, greenhouse, coop or cage, covered or uncovered patio, swimming pool, tennis or other game court, clothes line, radio or television antenna, fence, curbing, paving, wall or hedge more than two feet in height (including trees and gardens), signboard or any other temporary or permanent thing or device placed on such lot. "Improvement" shall include any and all buildings, out-buildings, stables, swimming pools, tennis or other game courts, riding trails, roads, driveways, reservoirs, ponds, pipelines, parking areas, fences, retaining walls, stairs, decks, hedges, windbreaks, planted surrounds, poles, signs and any other structures of any type or kind. "Improvement" shall also mean and refer to (a) any excavation, fill, drainage culvert, ditch or swale, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any lot, and (b) any change in the grade of any lot of more than two (2) feet from that existing at the time of purchase by an owner; and (c) any excavation, fill, grading, cultivating, pavement, curb, structures, systems, pipes, lines and other facilities and equipment made, installed or constructed in connection with the development of a subdivision tract for drainage and roadway purposes and/or for water, electrical, telephone, sewer or television cable services.

"Lot" shall mean and refer to each lot created by legal subdivision and designated on a duly filed subdivision map approved by the appropriate agencies of the County of Hawaii (but excluding any Roadway Lots and Common Property as these terms are defined in the Covenants), and in each case, except when clearly contrary to the context, shall include all improvements thereon. Upon consolidation of two or more lots, the term "lot" shall mean the land consisting of the lots so consolidated.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee title to any lot, including a purchaser or purchasers under an agreement of sale, but excluding mortgagees in such capacity; provided, that to such extent and for such purposes, including voting, as shall be provided by a lease of any lot recorded in the Bureau of Conveyances of the State of Hawaii and with the Association, the lessee of such lot shall be deemed to be the owner thereof. Prior to the first conveyance of any lot by Declarant, "owner" shall mean Declarant designates someone else to exercise the rights and bear the burdens of ownership.

"Project" or "Ranch" shall mean those lots that are subject to the Covenants from time to time.

"Single Family Dwelling" shall mean and refer to a building or part thereof designed for or used for residential occupancy and containing one or more rooms designed for or containing or used as the complete facilities for the cooking, sleeping and living area of a single family only and occupied by no more than one family.

"Sign" shall mean any structure, billboard, marquee, awning, canopy, street clock, announcement, declaration, demonstration, display, flag, pennant, banner, balloon, illustration or insignia used to identify, advertise, attract or promote the interests of any person when the same is placed on any real property or improvement and can be viewed from out of doors by the general public.

"Structure" shall mean anything constructed, or erected which requires location on the ground or which is attached to anything having location on the ground, excluding utility poles and towers constructed by a public utility.