

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF CABIN CREEK ADDITION**

**THIS DECLARATION**, (“Declaration”) made on the date hereinafter set forth by RPI Development, LLC, hereinafter referred to as “Declarant”.

**WITNESSETH:**

**WHEREAS**, RPI Development, LLC, is the Owner of the below specifically described real property (the “Property”) in the City of Casper, Natrona County, Wyoming, included within Cabin Creek Addition thereto and which is more particularly described as follows:

Block 1, Lots 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A, 9B, 10A, 10B, 11A, 11B, 12A, 12B, 13A, 13B, 14A, 14B, 15A, 15B, 16A, AND 16B and Block 2, Lots 1, 2, 3, 4, and 5 of Cabin Creek Addition to the City of Casper, Natrona County, Wyoming.

**NOW, THEREFORE**, Declarant hereby makes and declares that Lots when sold shall be held, sold and conveyed subject to the following covenants, conditions, and restrictions, which are for the purpose of insuring that use and development of the Property is exclusively for single-family residential purposes and for protecting the value, attractiveness and desirability of Cabin Creek Addition. These covenants, conditions, and restrictions shall run with all or any portion of Cabin Creek Addition and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY**, and even though the Declarant is a voting Member of the Association, nothing contained in this instrument shall be construed to subject the property owned by the Declarant or its Contractor Grantee to the restrictions or requirements of these covenants including, without limitation, any requirement to pay dues or assessments at any time, until such time as the Lot is owned by someone other than the Declarant or the Contractor Grantee. Declarant may voluntarily pay dues and assessments but shall have no obligation to make such payments at any time.

**ARTICLE I.  
DEFINITIONS**

“**Association**” shall mean and refer to Cabin Creek Owner's Association its successors and assigns. The Association may either exist as a non-profit corporation organized and existing under the laws of the State of Wyoming or as an unincorporated nonprofit association under WYO. STAT. §17-21-101. *et. seq.* If the Association ever organizes as a non-profit corporation and the charter lapses or is terminated, then the Association shall automatically be deemed to be an unincorporated nonprofit association under WYO. STAT. §17-21-101. *et. seq.*. The Owners may, upon approval of seventy-five percent (75%) of the Percentage of Ownership, organize the Association as any other form of entity they desire.

**“Board of Directors”** shall refer to the Board of Directors of the Association who shall be elected as set forth in the Association’s bylaws.

**“Cabin Creek Addition”** shall mean the Property, including private, public and Common Area within the Property.

**“Club”** means the Paradise Valley Golf Course regardless of who owns it and what name it actually uses.

**“Club Member”** means either a full member or a social member of the Paradise Valley Golf Course regardless of who owns it and what name it actually uses.

**“Common Expenses”** means and includes insurance, expenses of administration, operation and expenses of maintenance, repair or replacement of the Common Areas or Properties; expenses declared Common Expenses by the provision of this Declaration and the Bylaws of the Association; and all sums lawfully assessed under this Declaration against the Lots, private Living Units and the Common Area.

**“Common Areas and Common Properties”** shall mean and refer to the open spaces, Perimeter Fencing, gateway signage or other signs and other elements desirable or rationally of common use or necessary to the existence, upkeep and safety of Cabin Creek Addition.

**“Common Services”** shall mean the services provided by the Association as provided under Section 4.04.

**“Common Wall”** shall mean the wall between two Patio Homes.

**“Contractor Grantee”** shall refer to the Contractor who is engaged by Declarant or Declarant’s assignee to construct homes on the subject properties and who takes title to any of the Lots. Contractors and builders who build Improvements on any Lot shall not be considered to be a Contractor Grantee unless such contractor or builder is engaged by the Declarant.

**“Declarant”** shall mean and refer to RPI Development, LLC, its successors and assigns.

**“Declarant Relinquishment Date”** shall mean the date the Declarant’s Class B membership is converted to Class A membership as set forth in Section 2.01.

**“Design Guidelines”** shall mean the rules, guidelines and standards adopted by the Architectural Committee in accordance with the provisions of Section 6.02.

**“First Mortgage”** shall mean and refer to any unpaid and outstanding mortgage, deed of trust or other security instrument recorded in the Natrona County Records, pertaining to a Lot and having priority of record over all other recorded liens except those liens established hereby or pursuant hereto and those governmental liens made superior by statute (such as general ad valorem tax liens and special assessments).

**“Improvement”** shall mean all buildings, lawns, landscaping, fences and other addition or improvement of every kind and nature placed on a Lot.

**“Landscaping”** shall mean and refer to trees, shrubs, grasses, flowers, and other plants and plant materials; rocks, stones, gravel, wood chips, concrete, bricks, and other hard surfacing; outdoor lighting; fences, walls and other barriers; and all other structures and materials covering the ground.

**“Living Unit”** shall mean a single family dwelling situated on a Lot together with any structural elements conveyed in fee to the Owner thereof.

**“Lot”** shall mean and refer to any numbered tract of land shown upon any recorded plat of the Properties or as the same may be replatted and dedicated except lands as shown as Common Areas and Common Properties in any recorded plat of the Properties.

**“Maintenance Assessment”** shall mean an assessment established pursuant to Section 5.01 for maintenance of the Common Area or for providing common services as provided in this Declaration.

**“Member”** shall mean any person who is a Member of the Association. Every person or entity who is an “Owner” shall automatically be a Member of the Association.

**“Owner”** shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any number Lot which is a part of the Property, but excluding those having only security interests (such as, without limitation, liens, mortgages, U.C.C. security interests and the like) therein. A Contractor Grantee shall not be considered an Owner under this Declaration.

**“Property”** shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**“Rules and Regulations”** shall mean the rules and regulations governing all manner of living, relationships, and conduct within Cabin Creek Addition as adopted by the Board of Directors from time to time in accordance with the provisions of the Associations bylaws.

**“Special Assessment”** shall mean an assessment approved pursuant to the provisions of Section 5.05 of this Declaration.

**“Special Services”** shall mean the services provided by the Association as provided under Section 4.05.

**“Patio Homes”** shall mean the residential structures on two Lots sharing a Common Wall down the property line between the Lots.

**ARTICLE II.**  
**ASSOCIATION MEMBERSHIP, VOTING RIGHTS AND OPERATIONS**

**Section 2.01 Classes of Members.** The Association shall have two classes of voting membership:

**Class A:** Class A Members shall be all Owners with the exception of the Declarant and its Contractor Grantee and shall be entitled to one (1) vote for each Lot owned.

**Class B:** The Class B Member shall be the Declarant who shall be entitled to three (3) votes for each Lot owned by it or by its Contractor Grantee. The Class B membership shall cease and be converted to Class A membership (i.e., one vote for each Lot owned) on the happening of either of the following events, whichever occurs earlier (called the “Declarant Relinquishment Date”):

- (i) when the Declarant owns fewer than 25% of the total Lots in the Cabin Creek Addition, or
- (ii) at such time as the Declarant voluntarily relinquishes its Class B membership rights.

**Section 2.02 Eligible votes:** Whenever this Declaration refers to “eligible votes” such reference shall mean the total number of Class A and Class B votes available to be cast.

In the event additional Lots and Common Area are annexed to the Properties, as below provided for, the Declarant shall Own Class B membership with respect to each such additional Lot, subject to conversion to Class A membership in accordance with subparagraphs (i) and (ii) above.

**Section 2.03 Mechanics of Voting.** Membership shall be appurtenant to and shall not be separated from Ownership of any Lot. Except as provided in Section 2.1 above, each Lot shall be entitled to one vote on all matters put to a vote of the Members, which vote may be cast by the Owner of the Lot as follows:

- (a) **Requirement to Prove Ownership.** If requested by the Board of Directors, no Owner, other than Declarant, shall be entitled to vote at any meeting of the Association until such Owner has presented evidence of Ownership of a Lot. Such proof may be provided by an ownership and encumbrance report issued by a title company indicating that the last conveyance of record was to the party claiming to be the Owner.
- (b) **Joint Ownership.** With respect to any Lot owned jointly by two or more Owners (including a general partnership), the vote available to such Lot may

be cast by any co-Owner and the Association may count the vote as a full vote, even if it is cast by only one of the joint owners.

- (c) **Fiduciaries as Owner's Representative.** Upon proof of appointment, the personal representative, executor, guardian or conservator of any Owner's interest in a Lot may cast the Owner's votes without a transfer of such Ownership into his or her name. Any Lot Owned in the name of a trust may be voted by the trustee.
- (d) **Entity Owners.** The votes for any Lots owned by an entity, such as a corporation, limited partnership, limited liability company, limited liability partnership, or other legal entity, may be voted by any duly authorized employee, officer, director, manager or other agent of the entity.
- (e) **Property Sold on Contract for Deed.** With respect to any Lot sold on a contract for deed, the seller shall continue to have voting rights with respect to the Lot; provided, however, that the seller may execute a proxy appointing the buyer to cast votes relative to the Lot in accordance with the provisions set forth below.
- (f) **Mortgagees and Lien Holders.** No Mortgagee or lien holder shall have voting rights with respect to any property unless and until the mortgage or lien is foreclosed.
- (g) **Proxies.** The vote of each Owner may be cast by such Owner in person or by a proxy given by such Owner to a third party representative. The proxy shall be in writing, signed and dated by the Owner, and shall be delivered to the Association prior to the time of the vote. The proxy shall be effective for such time as is stated in the written proxy. If no time is stated, then the proxy shall be effective for 45 days from its date. Notwithstanding the foregoing, the Owner may withdraw any proxy at any time by giving written notice to the Association that the proxy has been withdrawn.
- (h) **Requirement to Identify Voters.** The Association may ask any Owner to identify, in writing, the person or persons with authority to cast votes, and, once requested, until such notice is given the Owner shall not be entitled to vote; provided, however, that the Association shall not hold a vote on any matters for at least 10 days after such request is made to the entity in order to give the entity time to designate the authorized representative.

**Section 2.04 Management of the Association/Powers of the Board of Directors.**

The Association shall be operated and managed by a Board of Directors elected by the Members. The number of directors to be elected and the manner of electing directors shall be established in the Association's bylaws. The Board of Directors may act in all instances on behalf of the Association. The Board of Directors shall have, subject to the limitations contained in this

Declaration, the powers and duties necessary for the administration of the affairs of the Association and of the Common Areas, which shall include, but not be limited to, the following:

- (a) Adopt and amend Rules and Regulations regarding all manner of living, relationships, and conduct within Cabin Creek Addition, which Rules and Regulations shall be adopted as set forth in the bylaws of the Association and once adopted shall govern the conduct of all Owners and their contractors, employees, families, agents and guests while within Cabin Creek Addition.
- (b) Adopt and amend budgets for revenues, expenditures, and reserves.
- (c) Collect assessments from Lot Owners.
- (d) Hire and discharge independent contractors, employees, and agents including a professional manager and delegate to such manager such duties with respect to management, repair and maintenance of Cabin Creek Addition as the Board of Directors, in their discretion, believe appropriate.
- (e) Institute, defend, or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Documents in the Association's name, on behalf of the Association.
- (f) Make contracts and incur liabilities.
- (g) Maintain, repair, replace, and improve all Buildings and Landscaping.
- (h) Acquire, hold, encumber, and convey in the Association's name any right, title, or interest to real estate or personal property belonging to the Association.
- (i) Impose a reasonable charge for late payment of assessments and levy a reasonable fine for violation of the documents.
- (j) Appoint committees as may be allowed under the bylaws of the Association.
- (k) Exercise any other powers conferred by or implied under this Declaration of the bylaws of the association.

**Section 2.05 Adoption of Bylaws/Minutes of Meetings.** The Association shall adopt bylaws to govern the operation of the Association. Such bylaws may be adopted and amended upon the affirmative vote of a majority of the eligible votes of the Association; provided, however that no provisions of the bylaws shall be contrary to any provision of this Declaration unless this Declaration is amended as provided herein. The official copy of the Association's bylaws shall be maintained by the secretary of the Association, who shall provide a copy to any Owner requesting the same from time to time. The secretary of the Association shall also maintain any minutes that are taken of a meeting of the Board of Directors or Members of the Association, and shall provide a copy to any Owner requesting the same from time to time. The cost of copying and mailing shall be paid by the Owner requesting the copy.

**Section 2.06 Matters Requiring Membership Votes.** The following actions shall require approval of the Association membership.

- (a) Amendment of this Declaration as provided in Section 10.04 below.
- (b) Adoption and amendment of the bylaws as provided in Section 2.04 above.
- (c) Election of the directors as provided in the bylaws of the Association.
- (d) Approval of Special Assessments established by the Board of Directors as provided in Section 5.07 below.
- (e) Any other matter put to a vote of the Members by the Board of Directors.

**Section 2.07 Limitation of Liability.** No Member of the Association nor any member of the Board of Directors (including officers of the Association) nor any member of the Architectural Control Committee, shall be liable to the Association or any Owner for any act or omission relative to Association business unless the act or omission was done in bad faith or fraudulently or criminally.

**ARTICLE III.**  
**ADDITION OF PROPERTY TO THE DEVELOPMENT**  
**REPLATTING EXISTING LOTS**

**Section 3.01 Common Area.** Declarant may, from time to time, unilaterally and without obtaining the approval of the Association or any of the Owners: (i) add to the Cabin Creek Addition any property which Declarant believes, in Declarant's sole discretion, might be suitable or beneficial to the Association and its Members as Common Area, or (ii) convert any Lot owned by it to Common Area. Upon a majority vote of the membership, the Association may acquire additional properties as Common Areas on behalf of the Association. Any property so transferred or acquired shall be subject to easements, rights-of-way, special access permits, rights of usage, contractual agreements, covenants, or restrictions as exist at the time of transfer.

**Section 3.02 Additional Lots.** Declarant may, from time to time, unilaterally add additional property to the Cabin Creek Addition without obtaining the approval of the Association or any of the Owners. The additional property shall be deemed to be added upon the recordation of a document in the real estate records describing the property to be added and declaring that such additional property shall be subject to this Declaration (hereinafter called the "Declaration of Additional Property"). With respect to such additional property, Declarant may elect to have all or a portion of this Declaration apply to the additional property by declaring, in the recorded Declaration of Additional Property, which portions of this Declaration will apply to the additional property and which, if any, will not apply. Upon a majority vote of the membership, the Association may add additional property to the Cabin Creek Addition.

**Section 3.03 Combining/Replating Existing Lots.** Declarant may, from time to time, unilaterally replat any Lot or Lots owned by it or its Contractor Grantee without obtaining the approval of the Association or any of the Owners. If the Declarant combines two or more Lots through such replating, then the Declarant may, at its sole option, record an addendum to this Declaration establishing a rate of assessment for such newly formed Lot. By way of illustration, the Declarant may declare that the newly formed Lot will pay 150% of the assessments made on other Lots in the Cabin Creek Addition and such assessment rate shall be binding on all future owners of such Lot from and after the date Declarant records an amendment making such declaration.

**ARTICLE IV.**  
**MAINTENANCE AND REPAIRS**

**Section 4.01 Maintenance of Lots and Improvements.** Except to the extent the Association elects to provide such services as Common Services or Special Services, each Owner shall maintain his Lot and all Improvements thereon in a clean, safe and sanitary condition and shall not permit any Lot or Improvement to become unsightly or in disrepair. Compliance with this Section 4.01 shall require, without limitation, (i) periodically painting and resurfacing before the surfacing becomes weather-beaten or worn off; (ii) periodically cleaning and repairing of the exterior building surfaces, including roofs, gutters, down spouts, driveways, and other exterior improvements such as sprinklers systems and individual utility services; (iii) reasonable watering, manicuring, clipping, trimming and weed control of landscaping on each Lot; and (iv) upkeep required because of the elements or normal wear and tear. If the repair, maintenance or upkeep is a feature or item shared by two Patio Homes, then the Owners of the Patio Homes shall share the responsibility and cost of maintenance and repair jointly. Notwithstanding the foregoing, each Owner shall be responsible for the cost of repairs or maintenance resulting from damages or conditions caused by the Owner or his, her or its tenants and guests.

**Section 4.02 Owner's Failure to Perform Required Maintenance and Repairs.** The Association is granted the authority and shall have the power upon a determination by the Board of Directors that an Owner has not performed the maintenance and repairs required under Section 4.01, to carry out such maintenance or repairs. However, the Association shall first give the Owner thirty (30) calendar days prior written notice of the intent to provide the maintenance or repair. If the Owner does not complete the required maintenance or repair within such thirty (30) day period (or if the maintenance and repair cannot reasonably be completed within such time period, if the Owner does not make a reasonable effort to begin such maintenance and repair and thereafter diligently prosecute the work), then the Association may carry out the maintenance or repair and bill the Owner for the actual cost incurred, plus 5%. Payment shall be made by the Owner within thirty (30) days after notice from the Association that payment is due. The amount owed shall constitute a lien against the Lot on which such maintenance was performed, which lien may be foreclosed in the same manner as a lien for an unpaid assessment may be foreclosed as provided under this Declaration.

**Section 4.03 Maintenance of Common Areas by the Association.** The Association is hereby granted the authority and shall have the power to provide for the care, operation, management, maintenance, repair and replacement of the Common Property.

**Section 4.04 Association's Option to Provide Common Services.** The Association shall have the authority and power to provide services commonly needed by the Owners including snow removal from walks, driveways and streets, and maintenance of lawn, trees, shrubs and all other landscaping on all Lots, and any other routine services which will benefit all Owners generally. The particular Common Services to be provided to the Owners under this Section 4.04 shall be determined by the Board of Directors from time to time. The Association, and its contractors, shall have the right to enter upon any Lots to the extent reasonably necessary to carry out any services provided by the Association. The cost of providing services will be assessed as part of the Maintenance Assessment.

**Section 4.05 Association's Option to Provide Special Services.** The Association shall have the authority and power to provide Special Services, such as, for example, exterior maintenance commonly needed by the Owners including, without limitation, painting exterior surfaces of Patio Homes and to pay for the cost of such maintenance through a Special Assessment. The particular services to be provided to the Owners under this Section 4.05 shall be determined by the Board of Directors from time to time.

**Section 4.06 Golf Course Right to Provide Yard Maintenance.** The Cabin Creek Addition is located on a golf course owned by the Club. It is important to the Club that the yards in the Cabin Creek Addition are well maintained, watered and groomed. Therefore, unless the Club waives such requirement in writing, yards in the Cabin Creek Addition shall be maintained as a Common Service. The Club shall have the right to supply the water, maintain the sprinkler system and provide the mowing service to the Association for such maintenance so long as such water and services are not unreasonably priced for the community of Casper, Wyoming. Annually, during the month of November, the Club shall provide a statement to the Association setting forth an itemization of the Common Services to be provided by the Club relative to yard and landscaping maintenance and the cost for such services for the calendar year. If the Association does not object to such notice, then the Club shall provide the services and the Association shall pay for the services pursuant to the terms of the notice. If the Club does not submit an itemized statement of Common Services to be provided by November 30, the Association shall notify the Club, in writing, that such notice has not been received. If the Club fails to respond to such notice within thirty (30) after delivery of such notice, then it shall be presumed that the Club will not provide any Common Services in that year. If the Association believes that any proposed Common Service to be provided by the Club is unreasonably priced, the following procedure shall be followed:

- (a) The Association shall have thirty (30) days after receipt of such notice to object to any of the pricing that the Association believes is unreasonably priced for the community of Casper, Wyoming. If the Association makes such objection within the time required and the parties are unable to resolve any disputed items, then the Club shall nonetheless provide the itemized services and the Association shall pay the stated prices; provided, however,

that the Association shall have the right to submit the dispute to arbitration pursuant to Wyoming Rule of Civil Procedure 40.

- (b) The Association may submit the dispute to arbitration by giving notice to the Club at any time prior to November 1 of the year in which the services are provided that it desires to arbitrate the issue of the cost of services. Within twenty (20) days after such notice is given, each party shall select one arbitrator (who shall be a representative for the respective party) and the two so chosen shall select a third arbitrator.
- (c) The arbitrators shall decide the most efficient and fair procedure to resolve the dispute and shall ultimately decide whether the pricing is unreasonable. Decisions by the arbitrators shall be by majority vote. The award of the arbitrators may grant any relief which might be granted by a court of general jurisdiction, included without limitation, award of damages and/or injunctive relief, and may in the discretion of the arbitrators, assess, in addition, the costs of the arbitration, including the reasonable fees of the arbitrators and reasonable attorney's fees, against either or both parties in such proportion as determined by the arbitrator. Judgment upon any award of the arbitration shall be binding and may be entered by either party in a court of competent jurisdiction.

**Section 4.07 Contract for Services.** Except as provided above with respect to the right of the Club to provide certain Common Services, the Association may contract with outside firms to provide the services, work and materials necessary to carry out the services provided by the Association for under this Article IV.

**Section 4.08 Creation of Right of Access.** Each Owner (or the Owner's agents, employees, contractors, family and tenants) shall be entitled to enter on an adjacent Lot to the extent reasonably necessary in order to perform work, services, maintenance and repair of the Owner's Lot, including all Improvements situate thereon. The Association (or its agents, employees and contractors) shall be entitled to enter on any Lot to the extent reasonably necessary in order to perform work, services, maintenance and repair of any property for which the Association has a right or responsibility of maintenance.

## **ARTICLE V.** **ASSESSMENTS**

**Section 5.01 Maintenance Assessment.** The Association shall have the right and power to assess a "Maintenance Assessment" against each Lot for the costs of: (i) operating the Association; (ii) the cost of owning, operating and maintaining the Common Area; and (iii) the cost of providing Common Services. The costs to be assessed may include, without limitation, professional fees, insurance premiums, property taxes on Common Property, and all other costs and expenses reasonably incurred by the Association. There shall be no rebate due any Owner for removing snow, mowing grass, or otherwise performing maintenance himself that are provided by the Association.

**Section 5.02 Commencement and Collection of Maintenance Assessments.** The Board of Directors shall authorize and levy the amount of the Maintenance Assessment upon each Lot and establish a payment schedule by majority vote of the Board. The Board shall fix the amount of the Maintenance Assessment against each Lot at least thirty (30) days in advance of each Maintenance Assessment period; provided, however, failure of the Board to fix an assessment within the time provided therefore shall not preclude the Board from thereafter fixing an assessment for the balance of the Maintenance Assessment period. Written notice of the monthly installment shall be sent to every Owner subject thereto at least fifteen (15) days prior to the due date, which shall be established by the Board of Directors. The Association shall, upon request of the Owner or a person authorized by the Owner, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. If there are excess funds in the operating funds of the Association at the end of any fiscal year of the Association, the excess may be retained by the Association and used to reduce the following year's Maintenance Assessments.

**Section 5.03 Annual Budget.** The Association shall establish an annual budget in advance for each fiscal year for the Maintenance Assessment including a reasonable allowance for contingencies and reserves. Such reserves may include without limitation an adequate reserve fund for the maintenance, repair and replacement of the Common Areas (which includes the roadways within the Cabin Creek Addition) that must be replaced on a periodic basis. The assessment for such year shall be established by the adoption of such annual budget by the Board of Directors of the Association. Copies of such budget shall be delivered to each Owner. The cost of copying and mailing the budget shall be paid by the Association.

**Section 5.04 Supplemental Maintenance Assessments.** If the Board determines that the estimate of total charges for the current year is, or will become, inadequate to meet all expenses of the Association for any reason, it shall immediately determine the approximate amount of the inadequacy. The Board shall have the authority, by a majority vote of the Board of Directors, to levy a supplemental Maintenance Assessment, reflecting a revision of the total charges to be assessed against each Lot. Written notice of any change in the amount of Maintenance Assessments levied by the Association through the Board shall be given to all Members not less than thirty (30) days prior to the effective date of such change.

**Section 5.05 Special Assessments.** If the Association elects to provide Special Services as allowed in this Declaration, or if the Association elects to build Improvements on the Common Areas it may do so and assess the Lots for such cost. However, no Special Assessment shall be imposed without the assent of two-thirds (2/3) of the eligible votes of the Members voting in person or by proxy at a meeting duly called for such purpose.

**Section 5.06 Uniform Rate of Assessment.** Except as affected by the provisions of Section 3.03 in this Declaration, Maintenance and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis or such other basis as may be determined by the Board of Directors of the Association.

**Section 5.07 Specific Assessment.** The Board of Directors may impose an assessment against one or more Lots in connection with any costs or expenses incurred by the Association as a result of an Owner's failure to perform the required exterior maintenance or improvements to his property or in connection with damage caused by the Owner to any property in Cabin Creek Addition or by an Owner's other failure to comply with this Declaration.

**Section 5.08 Payment Obligation.** Each Owner of a Lot shall be deemed to covenant and agree to pay to the Association all assessments imposed pursuant to this Declaration. All assessments shall be paid according to the schedule established by the Board of Directors. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made and shall also be the personal obligation of the person who was the Owner of such property at the time the assessment became due and payable, and no conveyance by the Owner shall extinguish such personal liability. The personal obligation for delinquent assessments shall not pass to Owner's successors in title unless expressly assumed by them, but the lien thereof shall in any event remain as a charge against the Lot, the transfer of such Lot notwithstanding.

**Section 5.09 Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall become delinquent and shall bear interest from the due date at the rate of interest established and published by the Board of Directors at the time the assessment is established by the Board of Directors; except that if the Board of Directors do not set a rate, then the rate shall be 12% per annum. The Association shall also be entitled to recover reasonable costs of collection, including, without limitation, attorneys' fees incurred as a result of any delinquent assessment payment. The Association may bring legal action against the Owner personally obligated to pay the delinquent assessment. In addition, unpaid assessments shall become a lien against the Lot and all Improvements thereon. Such lien may, at the option of the Association, be recorded in the office of the County Clerk of Natrona County, Wyoming and, whether or not a lien notice is recorded, the lien may be enforced by foreclosure, with the POWER OF ADVERTISEMENT AND SALE being specifically granted by each Owner to the Association, and the Association may recover, out of the foreclosure sale, the amount of the lien together with the expenses incurred in collecting the delinquent assessments, including interest, costs and attorneys' fees.

**Section 5.10 Discontinuance of Service for Unpaid Assessments/Suspension of Voting Rights.** The Association may discontinue the furnishing of any services to an Owner in default of his obligations to the Association as set forth in this Article V upon seven (7) days written notice to such Owner of its intent to do so. An Owner(s) of the Lot in default shall not be entitled to vote at any meeting of the Members so long as such default is in existence. The votes held by such Owner shall be deemed to be nonexistent.

**Section 5.11 Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any First Mortgage and the sale of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such foreclosure and sale shall, however, relieve any subsequent Owner of any Lot so foreclosed upon and sold from liability for any assessments on such Lot which first become due after said foreclosure sale. This Declaration

may be amended without the consent of any mortgagee being required expect that the provisions of this Section 5.10 shall not be amended without the consent of every person or entity holding a recorded mortgage against any Lot.

**Section 5.12 Exception for Lot 1A.** For so long as Lot 1A is owned by the Club, it shall not be subject to any assessments.

**Section 5.13 Declarant Exceptions.** Notwithstanding anything in this Declaration to the contrary, and even though the Declarant is a voting Member of the Association, neither the Declarant nor its Contractor Grantee shall have any obligation to pay dues or assessments at any time. Declarant or its Contractor Grantee may voluntarily pay dues and assessments but shall have no obligation to make such payments at any time.

## **ARTICLE VI. ARCHITECTURAL CONTROL**

**Section 6.01 Architectural Committee.** An Architectural Control Committee (“ACC”) shall be established to carry out the review and approval processes provided for under this Article VI. Until the Declarant Relinquishment Date, the Declarant shall appoint the ACC which may be any person or group of persons chosen by the Declarant. After the Declarant Relinquishment Date, the ACC shall be appointed by the Board of Directors of the Association and shall consist of such number of persons as the Board of Directors deems appropriate, but in any even no less than three (3) persons. The manner in which the Board of Directors appoints the ACC and the term of office of members of the ACC shall be forth in the bylaws of the Association.

**Section 6.02 Design Guidelines.** From time to time, the ACC may adopt and promulgate rules, guidelines and standards (“Design Guidelines”) within Cabin Creek Addition that, without limitation, establish:

- (a) The general design theme of Cabin Creek Addition as a whole or individual neighborhoods or other areas therein;
- (b) specific design, landscaping and architectural standards for building and improvements on any Lot;
- (c) the use of signage, fencing, flags, banners, tents, and decorations on any Lot or in the Common Area;
- (d) the type, style, size, configuration and power of exterior lighting fixtures on any Lot or in the Common Area;
- (e) the color, quality, type and texture of exterior construction materials (including doors) of improvements on any Lot or in the Common Area;

- (f) the compatibility and harmony of improvements on any Lot or the Common Area with the general design theme of Cabin Creek Addition;
- (g) the design and location of trash receptacles anywhere in Cabin Creek Addition; and
- (h) the design of Common Areas, including any improvements thereon.

The ACC may amend, modify or revise the Design Guidelines from time to time; provided, however that no Design Guidelines shall be adopted that are contrary to any provision of this Declaration unless this Declaration is amended as provided herein. The Design Guidelines will be maintained in a documentary form and may be amend from time to time by the ACC. Copies of the Design Guidelines shall be delivered to each Owner at the Owner's request. The cost of copying and mailing the Design Guidelines for any Owner who requests a copy shall be paid by the Owner.

**Section 6.03 Structures and Improvements.** Except as otherwise provided in this Declaration, all Improvements shall be built and located in accordance with the Design Guidelines in effect at the time the Improvement is built. No building, fence, wall, light pole, structure or other improvement of any kind and no landscaping shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the ACC in accordance with the ACC Procedures.

**Section 6.04 Garage Doors.** Garage doors shall not be left open except as necessary to permit access to and from the garage or as necessary for cleaning the garage.

**Section 6.05 Variances.** Where circumstances such as topography, location of property lines, or other hardship require, the ACC may by an affirmative vote of the majority of the members of the ACC allow a reasonable variance as to any of the covenants and restrictions contained in this instrument or in the Design Guidelines on such terms and conditions as it shall require.

**Section 6.06 ACC Procedures.** The ACC shall establish procedures to be followed and the materials to be submitted as part of an application to the ACC, including, without limitation, the procedures for seeking a variance. Any action by the ACC, including, without limitation, the adoption or amendment of Design Guidelines, shall require the agreement of no less than a majority of the members of the ACC. Copies of the written procedures shall be delivered to each Owner at the Owner's request. The cost of copying and mailing the procedures for any Owner who requests a copy shall be paid by the Owner. The decisions of the Design Committee shall be presented to the Board or Directors for final approval. The Board of Directors shall consider the matter at a regular or specially called board meeting and the decision made by the Board of Directors at such meeting shall be final and binding so long as such decision is made in good faith. If the ACC or the Board of Directors chooses to submit any plans to a design professional for review, the Owner will be responsible for paying the fees and costs

(or reimbursing the Association for the same) of such design professional. However, the Owner will not be responsible for such fees and costs unless the ACC or the Board of Directors gives the Owner at least ten (10) days prior written notice that the plans are going to be submitted to a design professional for review.

**Section 6.07 Liability of Declarant, Board of Directors or Architectural Committee.** Neither the Board of Directors, the ACC, or the Declarant shall be liable in damages to anyone, including any Owner, by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve such plans and specifications. Every Owner or other person who submits plans to the ACC for approval agrees by submission of such plans and specifications that he will not bring any action or suit against the Board of Directors or the ACC or the Declarant to recover any such damages. Approval by the ACC, Board of Directors or the Declarant shall not be deemed to constitute any representation that the plans comply with the requirements of any local building or zoning codes and it shall be the responsibility of the Owner or other persons submitting the plans to the ACC to comply therewith. Approval by the ACC, Board of Directors or the Declarant shall also not be deemed to constitute any representation or warranty as to the structural integrity or prudence of any design.

**Section 6.08 Declarant Exceptions.** Notwithstanding anything in this Declaration to the contrary, neither the Declarant nor any Contractor Grantee shall be required to obtain approval from the ACC for any buildings, landscaping or other improvements placed on any Lot owned by the Declarant or Contractor Grantee.

## **ARTICLE VII.** **GENERAL RESTRICTIVE COVENANTS**

**Section 7.01 General Use Restrictions - Lots.** Each numbered Lot shall be used exclusively for single-family residential purposes. There shall be no more than one Living Unit per platted Lot (which may be single family attached Living Units with a maximum of two attached Living Units, or single family detached Living Units). No structures shall be built that are more than two stories tall (excluding basements or crawl spaces). No residential unit shall be a “modular” or “prefab” structure. Each Living Unit shall be no less than 1,200 square feet of finished living space on the main floor, exclusive of basements, second stories, garages, porches and patios.

### **Section 7.02 Prohibited Activities, Uses and Conduct.**

- (a) **Business operations are prohibited.** No business or commercial uses shall be allowed except that a home occupation may be carried out in the residence on a Lot, PROVIDED it does not interfere with the residential character of the dwelling or neighborhood; is secondary to the use of the residence as a dwelling place; causes no undue parking or traffic problems; and has no outward appearance of such home occupation. No daycare enterprise or manufacturing enterprise, whether or not conducted for a profit, shall be

operated, maintained, or conducted on any Lot or in any part of the Common Area, or on any improvement erected or placed therein, nor shall any residence, or any part thereof, be used as a boarding or rooming house, nor shall any mining or quarrying operations or operations for drilling of any oil or gas well be conducted or permitted in the Property. The prohibition of this paragraph shall not prevent the Owner of any Living Unit from leasing such unit in its entirety for residential purposes.

- (b) Limitation on signs. No signs, billboards or advertising devices, except as hereinafter provided, shall be erected, placed or permitted to remain on the Property, provided, however, that one “For Rent” or “For Sale” sign, which shall be no larger than six (6) square feet, shall be permitted on the street-side of any Lot, and one entrance gate sign identifying the Owner or occupant of the Lot, of a style and design as approved in accordance with Article VI hereof shall be permitted; otherwise, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted on any Lot or Common Area.
- (c) Allowed and Restricted Vehicles. All licensed vehicles that are of a size no larger than the standard American manufactured motor car, SUV, or one ton pickup truck shall be deemed to be “Allowed Vehicles.” All other vehicles shall be deemed to be “Restricted Vehicles.” The group of Restricted Vehicles includes, without limitation, trailers of any kind, mobile homes, campers, busses, recreational vehicles, boats, snowmobiles, and tractors. No Allowed Vehicles or Restricted Vehicles shall be parked in Cabin Creek Addition except as allowed below.
- (d) Allowed Vehicles to be parked in garages. The private garage serving each Lot shall be used as the primary parking spot for all Allowed Vehicles. No vehicles shall be parked on the street except as permitted under the parking rule exceptions set forth below.
- (e) Parking of Restricted Vehicles. Restricted Vehicles may be parked in garages but shall not be parked anywhere in Cabin Creek Addition except to the extent allowed under the parking rule exceptions set forth below.
- (f) Parking rule exceptions. Notwithstanding the parking restrictions set forth above, the following parking exceptions shall be permitted:
  - (i) Tractors or tractor-trailer assembly units may be parked on the street in front of the lot where structures are being built during the time such vehicles are being used in connection with construction of structures on the subject property and only so long as such construction is being carried out in a reasonably expedient manner.

- (ii) Tractors or tractor-trailer assembly units and vans may be parked in driveways and streets temporarily while being used in connection with deliveries or moving. The Board of Directors shall have the authority to adopt any other parking policies permitting occasional, temporary parking of Allowed Vehicles and Restricted Vehicles, including policies regarding temporary guest parking.
- (iii) Unless and until the Board of Directors adopt different policies, temporary parking of other Restricted Vehicles shall be permitted on the streets and driveways in Cabin Creek Addition for up to four (4) hours in any given twenty-four (24) hour timeframe.
- (g) Guest Parking. Guests should be encouraged to use the parking lot in the Common Area. However, unless and until the Board of Directors adopt different policies, temporary guest parking of Allowed Vehicles shall be permitted on the streets and driveways in Cabin Creek Addition for up to six (6) hours in any given twenty-four (24) hour timeframe.
- (h) Animal restrictions. No animals, livestock or poultry shall be raised, kept or bred on the Property, except that the Owner of any Lot may keep within the confines thereof (including the patio appurtenant thereto) not more than two domestic pets, provided that such animals are not kept, bred or maintained for any commercial purpose, and do not constitute a nuisance, are cleaned up after, and otherwise properly maintained. The Owner, subject to approval of the ACC, may create a small, fenced area or patio for pets, but the Owner shall be solely responsible for said area, including landscaping. In giving approval for pet fenced areas, the ACC shall consider how such fencing will affect the providing of Common Services such as lawn care. Domestic animals shall be controlled and restrained at all times, and shall not be allowed to "run at large" on any portion of the Property other than the Lot where such animal resides.
- (i) Restricted activities. No noxious or offensive activity shall be carried on at any Lot, nor shall anything be done or placed therein which may be or become a nuisance or cause unreasonable embarrassment, disturbance, or annoyance to the Owners in the enjoyment of Lots. No vehicle shall be repaired, serviced, rebuilt, dismantled or painted anywhere except within the garage portion of a Living Unit. No unlicensed or inoperable vehicles shall be parked on any Lot (except within the garage portion of a Living Unit) or any street within Cabin Creek Addition. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare for the occupant of any adjacent Lot.
- (j) Restricted improvements. No exterior refrigeration or heating apparatus, solar or wind apparatus, exterior antenna or satellite dishes, or tanks used for storage of gas, oil, water or other liquid shall be permitted except as approved

by the ACC. Such appurtenances or amenities, if approved by the ACC, should be located in such a way or fenced or screened in such a way as to shield such items from view in a particular and attractive way to protect such amenities from view of neighboring Lots, Common Areas, and roadways within Cabin Creek Addition and the golf course.

- (k) Trash. No garbage or trash or other waste shall be placed or stored anywhere on any Lot other than in covered, sanitary containers. No waste shall be burned upon any Lot. All garbage and trash collection and disposal shall be in strict compliance with the rules of the Association. Rubbish containers shall be placed out of sight behind fences or in garages of each residence. No ashes, trash, rubbish, garbage or other refuse shall be stored, deposited or allowed to accumulate anywhere outside of any Living Unit except during refuse collections by the City of Casper.
- (l) Additional rules and regulations. The Board of Directors is specifically empowered to enact or enforce such additional rules and regulations, by bylaws or otherwise, as may implement any of the above stated restrictions or to supplement the same by additional restrictions not inconsistent with the foregoing and reasonably intended to further the purposes intended to be served by the foregoing specific restrictions.
- (m) Design Guidelines. The foregoing prohibitions and restrictions shall be supplemented by any Design Guidelines as the ACC may establish from time to time.
- (n) Declarant Exception. The restrictions of this section shall not exclude the right of the Declarant to sell and advertise its Lots. Declarant may have a model home and office or sales office trailer in the area. The location of the model home may change from time to time during the different phases of construction.

## **ARTICLE VIII.**

### **PARTY WALLS/ADJOINING UNITS**

**Section 8.01 Relationship Between Attached Living Units**. No occupant of any Living Unit shall carry on any activity inside or outside their Living Unit that endangers persons or property in an attached Living Unit and no occupant shall carry on any activity inside or outside their Living Unit that is unreasonably noisy or disruptive to the quiet enjoyment of occupants of an attached Living Unit.

**Section 8.02 Maintenance/Cost of Repair of Common Walls**. Each Owner shall adequately maintain and repair their respective sides of the Common Wall as reasonably needed in order to preserve the Common Wall in a good and safe condition. No Owner shall damage or otherwise alter the Common Wall in a fashion that makes it structurally unstable or unsafe. The cost

of reasonable repair and maintenance of a Common Wall not covered by insurance shall be shared equally by the Owners of the Living Units who make use of the wall; provided, however, that the cost of repairing any damage to the Common Wall caused by an Owner or the Owner's tenants, employees, agents, or family shall be borne by such Owner. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

## **ARTICLE IX. INSURANCE**

**Section 9.01 Association May Obtain Insurance.** The Association may maintain such casualty and liability insurance coverage relating to Common Property and activities of the Association as the Board of Directors shall determine to be appropriate, in such amounts, with such coverage and deductible amounts, and placed with such companies as the Board of Directors shall determine. Such insurance may include, without limitation, property insurance covering insurable Common Property, and commercial general liability insurance covering Common Property and other activities of the Association, and may include fidelity coverage protecting against dishonest acts by officers, directors, trustees and employees of the Association and others responsible for handling Association funds. The Association may also maintain other insurance covering such other risks as the Board of Directors shall deem appropriate. Insurance premiums for any insurance coverage obtained by the Association shall be a common expense to be included in the Maintenance Assessments levied by the Association and collected from the Owners.

**Section 9.02 Insurance Coverage on Lots and Living Units.** The Board of Directors shall, from time to time, adopt standards for casualty and liability coverage on the privately owned property within Cabin Creek Addition including, without out limitation, minimum coverage requirements, allowed deductible amounts, additional insured and waiver of subrogation requirements. In any event, the casualty portion of any such insurance coverage shall insure for the full replacement cost of the Living Unit. The Association shall be named as an additional insured on the liability portion of any such policy and shall be named as a loss payee (subject only to the claims of any First Mortgage) and the Association may manage such insurance proceeds to ensure that the damage covered by the insurance is restored. The Owner of each Lot shall be responsible for having in place casualty and liability insurance relative to the Owner's Lot that complies with such standards. Insurance coverage on furnishings and other items of personal property belonging to occupants of a Living Unit shall be the responsibility of the Owners and tenants of the Lots. Neither the Association nor Declarant shall have any responsibility to carry or maintain any insurance related to a Living Unit or Lot.

**Section 9.03 Repair and Reconstruction.** Any damage to or destruction of any Improvement on a Lot shall be promptly repaired and reconstructed, whether or not such damage or destruction is covered by insurance. The repair or reconstruction shall be undertaken so as to restore the Improvement to a condition consistent with the Design Guidelines for Cabin Creek Addition.

**Section 9.04 Patio Home Considerations.** Owners and occupants of attached Living Units are encouraged to cooperate and coordinate with one another with respect to the casualty and liability insurance each carries on their Living Units in order to reduce, if possible, the amount paid for such insurance and in order to avoid possible coverage disputes between two different insurance companies.

**ARTICLE X.  
PROVISIONS RELATED TO THE CLUB**

**Section 10.01 Club Social Membership.** Each Lot shall be assessed by the Club with membership dues for a Social Membership. The membership dues shall be paid to the Club in accordance with the Club policies, rules and regulations as adopted and amended by the Club from time to time. For so long as the Owner or a resident of the Lot is a full Club Member in good standing the Lot will not be required to also hold a Social Membership.

**Section 10.02 Assessment and Collection.** The dues assessed by the Club for full Membership or Social Membership shall be a continuing lien upon the Lot against which each such dues assessment is made. Each such dues assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who is designated as the Club Member, and no conveyance of the Lot shall extinguish such personal liability. The personal obligation for delinquent dues assessments shall not pass to Owner's successors in title unless expressly assumed by them, but the lien thereof shall in any event remain as a charge against the Lot, the transfer of such Lot notwithstanding. The Club shall have the right to exercise all legal remedies and rights, including foreclosure, in order to collect any unpaid assessments. The process and procedure to be followed by the Club with respect to foreclosing the lien shall be the same processes and procedures to be followed by the Association under this Declaration when it is foreclosing a lien for assessments. The Club shall have the right to file a notice of its lien against the liable Lot with respect to any unpaid dues assessment. Notwithstanding anything herein to the contrary, the lien of the assessments provided for herein shall be subordinate to the lien of any First Mortgage and the sale of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such foreclosure and sale shall, however, relieve any subsequent Owner of any Lot so foreclosed upon and sold from liability for any assessments on such Lot which first become due after said foreclosure sale. This Section of this Declaration shall not be amended without the consent of every person or entity holding a recorded mortgage against any Lot.

**Section 10.03 Limitation of Liability.** The Club nor any member of the board of directors or officers of the Club, shall be liable to the Association or any Owner or any occupant or guest on any Lot for any damage to persons or property caused by golfers.

**ARTICLE XI.  
GENERAL PROVISIONS**

**Section 11.01 Enforcement.** The Declarant, the Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any action to enforce the provisions of this Declaration shall be brought in Natrona County, Wyoming and each Owner taking title to any Lot shall be deemed to have consented to personal jurisdiction in any action filed in any court with subject matter jurisdiction in Natrona County, Wyoming. If an enforcement action is filed in any court having jurisdiction, then the prevailing party may, in the discretion of the court, be awarded costs of litigation, including, without limitation, reasonable attorney's fees.

**Section 11.02 Dedication of Easements for Signage.** By filing this Declaration, Declarant does hereby dedicate and reserve unto the Lot Owners and the Association an easement for signage identifying the area on all or any portion of the following areas: (i) the area on Lot 1, Block 1 lying north of the area designated as the 20 foot wide storm sewer easement shown across said Lot on the recorded plat of the Cabin Creek Addition; (ii) the area described as the 40 foot wide drainage easement shown on the recorded plat of the Cabin Creek Addition; and (iii) all or any portion of Tracts A and C shown on the recorded plat of the Cabin Creek Addition.

**Section 11.03 Severability.** Invalidation of any one of these covenants or restrictions by final judgment of any court shall in no wise affect any other provisions hereof, which shall remain in full force and effect.

**Section 11.04 Term.** Except to the extent the Declarant has the right and option to vacate these Declarations with respect to portions of Property as set forth below, the covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of five (5) years unless terminated by an affirmative vote of a majority of the Members at the end of the first twenty (20) year period or at the end of any five (5) year extended period.

**Section 11.05 Amendment.** The Declarant shall have the sole and absolute power to amend this Declaration by a recorded instrument signed by the Declarant any time prior to the earlier of: (i) the date the Declarant owns fewer than 11 Lots, or (ii) December 31, 2013. Thereafter, this Declaration may be amended by a recorded instrument signed by any three owners who certify that Owners representing not less than seventy five percent (75%) of all eligible membership votes approved the amendment. Any recorded document meeting the foregoing approval requirements shall be binding and effective with respect to all of the Property, including the Lots of Owners who did not sign the document or did not approve the amendment. Notwithstanding the foregoing, any provisions in this Declaration related to the Club may be amended or revoked by a recorded instrument signed by a duly authorized officer or agent of the Association and a duly authorized officer or agent of the Club.



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Notary Public

My Commission expires:

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