

**SUPPLEMENTARY DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
FOR THE  
CREEKSIDE CABINS AT THE POWDER HORN**

**LANDS BOUND**

The **Powder Horn Ranch – 2, LLC**, heretofore having recorded in the office of the Clerk and Recorder of Sheridan County, State of Wyoming, that certain **Final Plat Of Creekside Cabins At The Powder Horn** subdivision, which is filed in **Drawer “C” of Plats**, being denoted therein as **Plat No. 94; and**

The **UNDERSIGNED DECLARANT, Cottage Builder, L.L.C.** (a Wyoming limited liability company with **Entity No. 2005-000494100**, in good standing), now having succeeded to the sole and exclusive ownership of the following described lands, improvements, and appurtenances, which are defined and described in that said **Plat**, and as herein-below stated, by and through that certain **WARRANTY DEED** which is recorded in the office of the Clerk and Recorder of Sheridan County, State of Wyoming, in **Book 572 of Deeds**, commencing at **Page 549**, and being denoted therein also as **Document No. 2018-741088**, to wit:

**Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, and Outlot “A”, and, the Dedicated Area for access, as shown on the said Subdivision Plat of the Final Plat Of Creekside Cabins At The Powder Horn; A subdivision in Sheridan County, Wyoming, as filed in Drawer “C” as Plat Number 94, in the office of the Clerk and Recorder of Sheridan County, Wyoming;**

**TOGETHER WITH all improvements situate thereon, and all appurtenances thereunto appertaining or belonging;**

**SUBJECT TO all exceptions, reservations, rights-of-way, easements, covenants, restrictions, and rights of record; and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises; and also subject to building and zoning regulations and city, state, and county subdivision laws.**

### **DECLARATION**

**BY THESE PRESENTS, THE DECLARANT, COTTAGE BUILDER, L.L.C.** (hereinafter shortened and referred-to in places as the **Declarant**, whether or not capitalized, set in bold type, or otherwise emphasized), **acting by and through its undersigned Manager, DECLARES** that the lands, which the **Declarant** describes immediately herein-above in this document, **are bound** by and to the covenants, conditions, and restrictions that the **Declarant** herein-below declares and states, which said covenants, conditions, and restrictions **touch, concern, and inure to the benefit of** those lands herein-above described; and, that these covenants, conditions, and restrictions **run with the land** perpetually hereafter; such that, the lands, which immediately herein-above are described, now are held, and hereafter shall be transferred, sold, conveyed, and occupied **subject to** the covenants, conditions, and restrictions which the **Declarant** declares and states herein-below in this document.

The **Declarant** makes, declares, and states the following conditions, covenants, and restrictions **under the authority of ARTICLE II; Subsection 2.02[a], of the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE POWDER HORN**, which initially was **recorded** in the office of the Clerk and Recorder for Sheridan County, within the State of Wyoming, on September 27, 1995, in **Book 375**, commencing at **Page 563**, and as and if thereafter amended, restated, or otherwise modified; and which – for purposes of convenient reference – immediately herein-below is excerpted and quoted, to wit:



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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

**“ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO**

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**2.02 Additions To Existing Property.** Additional land(s) may become subject to this Declaration in any of the following manners:

[a] Declarant may add or annex additional real property to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such property, provided, however, that such supplementary declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the concept of this Declaration.”

**[Explanatory Note.** In the above-quoted and excerpted portion of the above-referenced **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE POWDER HORN** the descriptive term “Declarant” in **Subsection 2.02[a]** refers specifically to **Powder Horn Ranch, LLC**, which heretofore has made and declared the additional lands of **Powder Horn Ranch – 2, LLC**, to be subject to the aforesaid **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE POWDER HORN; AND**, under that subjection and authority, **Powder Horn Ranch - 2, LLC**, and its successor in interest and title, **Homer Scott, Jr.**, (See. **WARRANTY DEED recorded** in **Book 572**, commencing at **Page 547**, in the office of the Clerk and Recorder for Sheridan County, within the State of Wyoming; and, **WARRANTY DEED recorded** in **Book 572**, commencing at **Page 549**, in the office of the Clerk and Recorder for Sheridan County, within the State of Wyoming) have made and declared the above-described additional lands to be subject to the aforesaid **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE POWDER HORN**, which enables, authorizes, and empowers the current sole owner and title holder – **Cottage Builder, L.L.C.** – to become, be, and act as the **Declarant** under this **SUPPLEMENTARY DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR THE CREEKSIDE CABINS AT THE POWDER HORN**, which more specifically pertain to, touch and concern, and perpetually run-with the real property that comprises the **Creekside Cabins At The Powder Horn Subdivision.**]



## COVENANTS, CONDITIONS AND RESTRICTIONS

### Article 1 Terms Defined

[1.01] **General Definitions.** Except as specially defined herein below, or unless a particular definition, interpretation, or legal construction or application hereafter is required by operation of law, the words of this document are defined and shall be applied according to their plain and simple meaning.

[1.02] **Special Terms Defined.** The terms which are listed below in this subsection are specially defined for this document, and they shall be applied in the context of this document according to the definitions which herein below are stated.

[A] **Association.** The term “**Association**” [whether capitalized or emphasized by bold print or not] is defined to mean the **Creekside Cabins At The Powder Horn Homeowners Association, Inc.** [a Wyoming non-profit corporation, identified in the office of the Wyoming Secretary of State as **CID:2018-000817386**.

[B] **Board.** The term “**Board**” [whether capitalized or emphasized by bold print or not] is defined to mean the Board of Directors of the aforesaid **Creekside Cabins At The Powder Horn Homeowners Association, Inc.**

[C] **Common Area.** The term “**Common Area**” [whether capitalized or emphasized by bold print or not], with reference to the above described and Final Plat of **Creekside Cabins At The Powder Horn Subdivision**, is defined to mean and to include the following:

[1] **Common Area.** The area which is shown and described upon the said Final Plat as the lands that comprise “**Outlot A**”.

[a] **Improvements To “Outlot A”.** Any and all improvements that are made to or upon “**Outlot A**” are included in the



**“Common Area” of the Creekside Cabins At The Powder Horn Subdivision.**

**[2] Space Which Pertains To Vehicle Ingress, Egress, And Vehicle Movement Through The Subdivision.** The area of the recorded Final Plat for the **Creekside Cabins At The Powder Horn Subdivision** shows that the area which is drawn and designated as **“Creekside Lane”** is a Street that transects the subdivision, with a width of twenty-four feet (24.0’), which allows ingress from and egress onto **“Clubhouse Drive”** and **“Country Club Lane”**; and, as to which the **“Certificate Of Dedication”** on the Final Plat, in relevant part, **dedicates and conveys “...to and for the public use hereafter the Streets, as shown and designated on the plat...”** The ownership, original construction, ongoing maintenance, repair, and any reconstruction or replacement, and other responsibilities for the Street area are matters that are within the purview of and controlled by the separate and over-riding **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE POWDER HORN**, which initially was recorded in the office of the Clerk and Recorder for Sheridan County, within the State of Wyoming, on September 27, 1995, in **Book 375**, commencing at **Page 563**, and as and if thereafter amended, restated, or otherwise modified.

**[D] Creekside Cabins At The Powder Horn Covenants.** The term **“Creekside Cabins At The Powder Horn Covenants”** [whether capitalized or emphasized by bold print or not] is defined to mean the **SUPPLEMENTARY DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR THE CREEKSIDE CABINS AT THE POWDER HORN**, which this document declares and states.

**[E] Declarant.** The term **“Declarant”** [whether capitalized or emphasized by bold print or not] is defined to mean **Cottage Builder, L.L.C.**, which is a Wyoming Limited Liability Company, with **Entity No. 2005-000494100**, of which the Manager (at the time this document is made and dated) is Homer Scott, Jr., and the mailing address of which is 23 Country Club Lane, Sheridan, Wyoming 82801.

**[F] Declaration.** The term **“Declaration”** [whether capitalized or emphasized by bold print or not] is defined to mean the covenants, conditions, and restrictions which are declared and stated in, and which

constitute, this document; and, also to mean the document, itself, taken as a whole, and as and if hereafter amended, restated, or otherwise modified.

[G] **Dedicated Area.** The term “**Dedicated Area**” [whether capitalized or emphasized by bold print or not], with reference to the above described and Final Plat of the **Creekside Cabins At The Powder Horn Subdivision**, is defined to mean and to include the following:

[1] The Street area that is situated within and which transects the said platted **Subdivision**, and which is described, and denoted on the said Final Plat as “**Creekside Lane**”.

[H] **Design Review Committee.** The term “**Design Review Committee**” [whether capitalized or emphasized by bold print or not] is defined to mean the **Design Review Committee**, for which provision is made under, and which is appointed and conducts its business pursuant to the authority of, **Article IX** of the **Powder Horn Covenants**, as herein-below defined and described.

[I] **Developer.** The term “**Developer**” [whether capitalized or emphasized by bold print or not] is defined to mean **Cottage Builder, L.L.C.**, which is a Wyoming Limited Liability Company, with **Entity No. 2005-000494100**, of which the Manager (at the time this document is made and dated) is Homer Scott, Jr., and the mailing address of which is 23 Country Club Lane, Sheridan, Wyoming 82801.

[J] **Lot.** The term “**Lot**” [whether capitalized or emphasized by bold print or not] is defined to mean any one of the platted **Lot Numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14**, which are contained within the **Creekside Cabins At The Powder Horn Subdivision**, as shown on the Final Plat of the **Subdivision**. The term also may appear in its plural form as “**Lots**”, which will refer to more than one referenced and numbered **Subdivision Lot**.

[1] **Adjoining Lot.** The term “**Adjoining Lot**” [whether capitalized or emphasized by bold print or not] is defined to mean any **Lot**, as shown on the Final Plat of the **Subdivision**, which is located and situated in such a way that it borders any portion of another **Subdivision Lot**, without the interposition of any separating **Lot** within the **Subdivision**; such



that, more than one **Adjoining Lot** may exist with reference to a particular **Lot**, but each **Lot** has at least one other **Adjoining Lot**.

[K] **Member.** The term “**Member**” [whether capitalized or emphasized by bold print or not], for purposes of this document, has the same meaning for “**Member**” as stated in **Subsection 3.2.9 of the BYLAWS OF CREEKSIDE CABINS AT THE POWDER HORN HOMEOWNERS ASSOCIATION, INC.**, as and if amended, renumbered, restated, or otherwise modified, which is incorporated herein by this express reference, and as shown from time-to-time on the Membership Registry which the Association maintains under **Subsection 3.2.10 of the said BYLAWS**, as and if amended, renumbered, restated, or otherwise modified, which is incorporated herein by this express reference; *provided, however*, that any person or entity who or which holds only a security interest [e.g., the security interest of a Mortgagee under a Mortgage that may be granted to enable the financing of the purchase or improvement of a **Subdivision Lot**] shall **NOT** be deemed to be a Member for purposes of this document, or with reference to the **Creekside Cabins At The Powder Horn Homeowners Association, Inc.**

[L] **Owner.** The term “**Owner**” [whether capitalized or emphasized by bold print or not], for purposes of this document, has the same meaning as stated for “**Owner**” in **Subsection 3.2.11 of the BYLAWS OF CREEKSIDE CABINS AT THE POWDER HORN HOMEOWNERS ASSOCIATION, INC.**, as and if amended, renumbered, or otherwise modified, which is incorporated herein by this express reference; *provided, however*, that any person or entity who or which holds only a security interest [e.g., the security interest of a Mortgagee under a Mortgage that may be granted to enable the financing of the purchase or improvement of a **Subdivision Lot**] shall **NOT** be deemed to be an **Owner** for purposes of this document, or with reference to the **Creekside Cabins At The Powder Horn Homeowners Association, Inc.** [See Also. “**Residential Owner**”, as herein-below defined and described.]

[M] **Powder Horn Covenants.** The term “**Powder Horn Covenants**” [whether capitalized or emphasized by bold print or not] is defined to mean the **Declaration Of Covenants, Conditions, And Restrictions For The Powder Horn**, which initially were **recorded** in the office of the Clerk and Recorder of Sheridan County, State of Wyoming, on September 27, 1995, in **Book 375 of Deeds**, commencing at **Page 563**, and



as those said **Powder Horn Covenants** may have been, and may be, amended or supplemented from time-to-time after September 27, 1995, to the extent made a matter of public record by filing with the office of the Clerk and Recorder of Sheridan County, State of Wyoming; or, otherwise may be amended, restated, or modified – with actual notification to the **Association** in writing.

[N] **Powder Horn Residential Development Standards.** The term “**Powder Horn Residential Development Standards**” [whether capitalized or emphasized by bold print or not] is defined to mean the **Powder Horn Residential Development Standards**, which initially were **recorded** in the office of the Clerk and Recorder of Sheridan County, State of Wyoming, on July 6, 2000, in **Book 416 of Deeds**, commencing at **Page 166**, as those said **Powder Horn Residential Development Standards** may have been, and may be, amended or supplemented from time-to-time after July 7, 2000, to the extent made a matter of public record by filing with the office of the Clerk and Recorder of Sheridan County, State of Wyoming; or, otherwise may be amended, restated, or modified – with actual notification to the **Association** in writing.

[O] **Residential Owner.** The term “**Residential Owner**” [whether capitalized or emphasized by bold print or not] is defined to mean an “**Owner**”, other than the **Declarant**, who purchases a **Subdivision Lot** for the purpose of building a residence on that **Subdivision Lot**; or, of residing in a residence that is being built or has been built and is located on a **Subdivision Lot**, whether intending to reside there intermittently or upon a full-time basis.

[P] **Residential Unit.** The term “**Residential Unit**”, which may be abbreviated or shortened in places in this document to “**Residence**”, or to “**Unit**”, for purposes of convenient reference [whether capitalized or emphasized by bold print or not] is defined to mean each residential structure, and the garage structure that is associated with each residential structure, which the **Declarant** builds, or causes or allows to be built, within the **Subdivision**.

[Q] **Subdivision.** The term “**Subdivision**” [whether capitalized or emphasized by bold print or not] is defined to mean the **Creekside Cabins At The Powder Horn Subdivision**, which is a **Subdivision** of lands that are situated in Sheridan County, within the State of Wyoming, which herein





above are described, and which are shown on that certain **Final Plat Of Creekside Cabins At The Powder Horn**, which is filed in the office of the Clerk and Recorder of Sheridan County, within the State of Wyoming, in **Drawer C of Plats**, being denoted therein as **Plat No. 94**. [See Also. Subject Property, as herein-below defined.]

**[1] Shortened Or Abbreviated Name For Convenience.**

For purposes of convenient reference in conducting the business of the **Subdivision**, the **Association** may select, and may change from time-to-time, a shortened familiar name, or abbreviation, to refer to the **Subdivision**; *provided, however*, that any such shortened familiar name, or abbreviation, must relate clearly and unambiguously to the **Creekside Cabins At The Powder Horn Subdivision**.

**[R] Subject Property.** The term “**Subject Property**” [whether capitalized or emphasized by bold print or not] is defined to mean the lands which are described herein above within the portion of this document which is subtitled as “**LANDS BOUND**”, said lands after the platting process consisting of the platted **Lot Numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14,**; and the **Outlot A Common Area**, as herein-above defined, which is shown on the Final Plat of the **Subdivision**; and, the **Dedicated Area**, as herein-above defined, which is shown on the Final Plat of the **Subdivision**; and, improvements to and appurtenances that are associated with or otherwise pertain to the above-described **Lands Bound** under this document.

**Article 2**

**Property Subject To These Covenants, Conditions And Restrictions**

**[2.01] Property Which Presently Is Platted.** The covenants, conditions, and restrictions, which are stated in this document, pertain to, touch and concern, inure to the benefit of, and run with the land that constitutes the **Subject Property**, which the **Declarant** herein-above defines and describes in this document.

**[2.02] Additional Property.** For the purposes of assuring land use that is consistent with the **Powder Horn Ranch Planned Unit Development** and the **Powder Horn Ranch II Planned Unit Development** in Sheridan County, within the State of Wyoming; and, of assuring design and architecture that will complement the overall pattern or design and



architecture in the several components of those said Planned Unit Developments; and, of assuring the application of cost-effective land management practices to the accomplishment of the objectives of those said Planned Unit Developments – the **Declarant** hereafter may allow, or may cause, other lands which are contiguous to the **Subdivision** to become a part of the **Subject Property** to which these conditions, covenants, and restrictions apply, and which they govern; *provided, however*, that any such addition of such lands shall be subject to the prior approval of the **Association**, through the confirming simple majority vote of its **Board**, in accord with the voting procedures that are stated under **Subsection 4.4** of the **BYLAWS OF CREEKSIDE CABINS AT THE POWDER HORN HOMEOWNERS ASSOCIATION, INC.**, as and if amended, renumbered, restated, or otherwise modified, which is incorporated herein by this express reference.

### **Article 3**

#### **Provisions Which Pertain Especially To Residential Units**

[3.01] **Inclusion.** The covenants, conditions, and restrictions, which the **Declarant** declares and states in this document, and as and if this document hereafter is amended, supplemented, or otherwise modified, apply to and shall govern the ownership and use of each and every **Lot** and each and every **Residential Unit** within the **Subdivision**.

[3.02] **Restrictions Pertaining To Post-Construction Alterations.** No alteration to, change in, addition to, or deletion from any **Residential Unit**, or associated garage structure, within the **Subdivision** shall be made at any time after the completion of the initial construction of such **Residential Unit**, and associated garage structure, and the initial sale of such **Residential Unit** to a **Residential Owner**, if such alteration to, change in, addition to, or deletion from such **Residential Unit**, or associated garage structure, would be visible from the exterior of the **Residential Unit**; or, would impair the strength of any wall or structural component of the **Residential Unit**; or, would tend to increase the potential for the transmission of sound from the **Residential Unit** to a **Residential Unit** that is situated, or is to be situated, upon an **Adjoining Lot** [whether or not that other **Residential Unit** already has been constructed]; or, would affect adversely the use or enjoyment of a **Residential Unit** upon an **Adjoining Lot** [whether or not that other **Residential Unit** already has been constructed]; *except, and unless*, such alteration to, change in, addition to, or deletion from such **Residential Unit**,



or associated garage structure, is approved in advance and in writing by the **Design Review Committee** and by the **Board** of the **Association**.

**[3.03]      Restrictions Pertaining To Exterior Covering, Roofing, Or Color Changes.** No change in the exterior covering, roofing material, or color of any **Residential Unit** shall be made at any time after the completion of the construction of such **Residential Unit**, and associated garage structure, and the initial sale of such **Residential Unit** to a **Residential Owner**; *provided, however*, that the **Board**, by its simple majority vote, *and*, with the prior written approval of the **Design Review Committee**, may authorize a **Residential Owner** to undertake, contract-for, and complete – in stages, or otherwise – a change in the exterior covering, roofing material, or color of that **Residential Unit** within the **Subdivision**, in order to enhance the utility of occupancy or the aesthetic qualities of that **Residential Unit** in the **Subdivision**; *and, so long as* no such proposed change is inconsistent with the general theme and aesthetic qualities of the other **Residential Units** within the **Subdivision**.

**[3.04]      Restrictions Against Commercial Use.** No **Residential Owner** shall occupy or use the **Residential Unit**, or associated garage structure, which that **Residential Owner** owns, for the purpose of conducting any on-premises trade or business, or for any other on-premises commercial purpose; *excepting, however*, the initial construction by the **Developer** and **Declarant** of a **Residential Unit**, and the sale of a **Residential Unit** to a **Residential Owner**, and rental by a **Residential Owner**.

**[A]      Restrictions Pertaining To And Conditions For Limited Signage.** No **Residential Owner** shall erect, place, or otherwise in any way display any sign upon or about the premises of a **Residential Unit** in the **Subdivision**; *excepting, only and exclusively, the following*:

**[1]      Identification Purposes.** The **Residential Owner** of a **Residential Unit** may place one [1] sign upon the premises which identifies the Street address of the **Residential Unit**, and the **Residential Owner** of the **Residential Unit**.

**[2]      Property Sale Purposes.** In the event that a **Residential Owner** hereafter seeks to sell the **Residential Unit** which that **Residential Owner** owns in the **Subdivision**, then that **Residential Owner** may cause or



allow one [1] professional sign temporarily to be placed upon the premises to advertise the availability of that **Residential Unit** for sale or resale and purchase; provided, however, that any such temporary sign shall not be more than five [5] square feet in size; and, the design and display of such temporary sign also shall comply with the signage provisions of the **Powder Horn Covenants**.

**[3.05] Restrictions Pertaining To Animals, And Conditional Exceptions For Domestic Pets.** Except as expressly stated below in this Subsection [3.05], a **Residential Owner** shall not allow, bring, breed, keep, or maintain any wild or domesticated animal of any kind in any **Residential Unit**, or associated garage structure, within the **Subdivision**; and, a **Residential Owner** shall not feed, provide feed for, or allow the feeding of any deer, elk, ducks, geese, or other wild animals or birds within the **Subdivision**.

**[A] Domestic Pets.** As an exception, a **Residential Owner** may allow, bring, keep, and maintain a domestic pet – such as a dog, cat, caged song-bird, or aquarium-contained fish – in the **Residential Unit** which that **Residential Owner** owns in the **Subdivision**; provided, however, that the **Residential Owner** satisfies the following conditions:

**[1] Pet Registration.** A **Residential Owner** who keeps a domestic pet within a **Residential Unit** shall register that domestic pet with the **Board**, upon written registration records which are to be provided and maintained by the **Board**; and, the **Residential Owner** also shall provide the **Board** with written evidence of required immunizations for each and any domestic pet that is being registered.

**[2] Leashes.** A **Residential Owner** shall keep a domestic dog or cat upon a leash within the **Subdivision**, and within the perimeter of the **Powder Horn Ranch Planned Unit Development** and the **Powder Horn Ranch II Planned Unit Development**, at all times when the animal is not within the **Residential Unit** of the **Residential Owner**; and, each **Residential Owner** shall attend to, or provide for the alternative human attendance of, each such domestic dog or cat at all such times.

**[3] Nuisance Prevention.** A **Residential Owner** shall take all necessary actions and make all necessary provisions to assure that no domestic pet which said **Residential Owner** allows, brings, keeps, or



maintains within the **Residential Unit** of that **Residential Owner**, or anywhere else within the **Subdivision**, and within the perimeter of the **Powder Horn Ranch Planned Unit Development** and the **Powder Horn Ranch II Planned Unit Development**, shall be, or become, a nuisance, including, but not thereby being limited to, a nuisance associated with noise, defecation, threatening behavior, or any other animal behavior.

[4] **Sanitation.** It is the sole responsibility of a **Residential Owner**, and the **Residential Owner** promptly shall clean-up, and shall dispose of in a sanitary way, any and all feces that any domestic pet of said **Residential Owner** produces within the **Subdivision**, and within the perimeter of the **Powder Horn Ranch Planned Unit Development** and the **Powder Horn Ranch II Planned Unit Development**.

[5] **Personal Injury Of Property Damage.** It is the sole responsibility of a **Residential Owner**, and the **Residential Owner** promptly shall make provision for, and shall bear the entire cost of, the medical treatment of any and all personal injury, and the repair of any and all property damage, that any domestic pet of the **Residential Owner** inflicts, or causes.

[6] **Special Regulations.** If the **Board** determines, in its sole discretion, and in furtherance of requirements of public need, safety, and convenience, and decides by its simple majority vote that special regulations are required, in addition to the relevant provisions of these covenants, conditions, and restrictions, in order to regulate the manner in which **Residential Owners** keep and maintain their domestic pets within the **Subdivision**, then each **Residential Owner** shall be bound by, and shall comply with, the provisions of any such regulations, and amendments to them.

[3.06] **No Clutter.** A **Residential Owner** shall maintain and repair, and shall not clutter, or allow their guests to clutter, the structural exterior and premises of the **Residential Unit**, and associated garage structure, and the **Lot** which the **Residential Owner** owns in the **Subdivision**. Examples of such clutter include, but are not necessarily limited to, the following.

[A] **Laundry.** Bedding or clothing shall not be hung to air, or to dry, in any place outside a **Residential Unit** which is visible from a **Subdivision** perimeter roadway, transecting Street, or internal walkway.

**[B] Recreational Items.** Except when they are in actual use, bicycles, infant perambulators, other recreational vehicles, toys, and similar items shall not be kept, or left, on a porch or patio, in a driveway or walkway, or in the **Common Area** or **Dedicated Area** of the **Subdivision**.

**[C] Vehicles.** Automobiles and other vehicles shall be parked only in the driveway of a **Residential Unit**, or in those places in the **Dedicated Area** of the **Subdivision** which are designated for such parking, and only for periods of time that are allowed for such parking – as determined by the **Board**, in its sole and sound discretion, and *subject to* exception or modification by the **Board** from time-to-time – which determinations shall not be inconsistent with, but, which may be more restrictive than applicable provisions of law or traffic rules which pertain generally to the **Powder Horn Ranch Planned Unit Development** and the **Powder Horn Ranch II Planned Unit Development** in Sheridan County, in the State of Wyoming.

**[D] Recreational Vehicles, Boats, And Trailers.** If stored within the **Subdivision**, recreational vehicles of all kinds, motorcycles, boats, trailers, bicycles, and similar items or equipment shall be kept in storage only within a garage structure in the **Subdivision**; and, shall **not** be left outside overnight within the **Subdivision** under any circumstances.

**[3.07] Communication Antennae.** Within the **Subdivision**, the **Board** has, and may exercise, sole discretionary authority to determine whether any exterior communication antenna of any kind may be installed and maintained upon the exterior premises of any **Residential Unit** within the **Subdivision**, or within any part of the **Common Area** or of the **Dedicated Area** of the **Subdivision**; and, that discretionary authority also shall extend to the determination of the kind and specifications of any such exterior communication antenna; and, that discretionary authority also shall extend to enable the **Board** to reconsider, modify, or continue with any decision that the **Board** makes with regard to communication antennae within the **Subdivision**. A **Residential Owner** shall **not** allow, or cause, any television dish or other television antenna, or radio antenna, or other wireless communications enabling antenna to be placed upon the exterior of the **Residential Unit**, and associated garage structure, which the **Residential Owner** owns, or upon any portion of the **Common Area** or the **Dedicated Area** of the **Subdivision** – *unless and until*, the prior written approval of



such antenna placement is requested from the **Board** by the **Residential Owner**, and is granted by the **Board**.

**[3.08]      Quiet Enjoyment.** Each **Residential Owner** covenants not to occupy or to use the **Residential Unit**, and associated garage structure, which that **Residential Owner** owns, and not to engage in any conduct or activity within the **Subdivision** which would interfere with the quiet enjoyment by each other **Residential Owner** of a **Residential Unit**, and associated garage structure, which each such other **Residential Owner** owns; or, which would interfere with the quiet enjoyment by each other **Residential Owner** of the **Common Area** and the **Dedicated Area** of the **Subdivision**.

**[A]      Non-Exclusive Examples.** As examples, but not with the intention thereby of expressing or implying limitation to such examples, each **Residential Owner** acknowledges and agrees that the failure to abide by these covenants, conditions, and restrictions; or, the making or allowance of unreasonable amounts of noise; or, the use of offensive exterior lighting; or, the allowance, creation, or maintenance of a nuisance; or, the breaking of any civil or criminal law within the **Subdivision**; or, the operation of a vehicle at speeds in excess of posted Speed Limits within the **Subdivision** or within the perimeter of the **Powder Horn Planned Unit Development** or the **Powder Horn II Planned Unit Development** would interfere with the quiet enjoyment of other **Residential Owners** and would constitute a breach of the covenant that is stated above under **Subsection 3.08** of this document.

**[3.09]      Non-Exoneration In Case Of Covenant Breach By A Guest.** The fact that a breach of any provision of these covenants, conditions, and restrictions has been made by a guest of a **Residential Owner** shall not exonerate that **Residential Owner** from any responsibility and obligation which these covenants, conditions, and restrictions impose upon the **Residential Owner**; and, each **Residential Owner** is and shall remain personally responsible and liable, both jointly and severally, for the keeping of these covenants, conditions, and restrictions by each guest that a **Residential Owner** allows to use or occupy any part of the **Residential Unit** which the **Residential Owner** owns.

**[3.10]      Other Rules And Regulations.** Each **Residential Owner** covenants affirmatively, and agrees, to accept and to be bound by other rules and regulations, which the **Board** may establish, and also may modify, from



time-to-time under the authority of this **Subsection [3.10]** and of the provisions within **Article 6** of this document.

**Article 4**  
**Provisions Which Pertain To The Subdivision's Common Area**

**[4.01]      Inclusion.** The covenants, conditions, and restrictions, which the **Declarant** declares and states in this document, and as and if this document hereafter is amended, supplemented, or otherwise modified, apply to and shall govern the common ownership and use of the **Common Area** within the **Subdivision**.

**[4.02]      Use And Benefit.** The **Association**, under the discretionary direction and control of the **Board**, shall maintain the **Common Area** within the **Subdivision** for the common use and benefit of the **Declarant**, while an **Owner**, and of the **Residential Owners**, and of the guests of the **Residential Owners**. That said common use of and benefit from the **Common Area** of the **Subdivision** by the **Declarant**, while an **Owner**, and by the **Residential Owners**, and by the guests of the **Residential Owners** shall include, but not thereby necessarily be limited to, access to, ingress upon, passage across, and egress from the landscaped portions of the **Common Area** of the **Subdivision**. The **Common Area** of the **Subdivision**, however, is not dedicated to, or to be maintained for, the use and benefit of the general public.

**[4.03]      Conveniences.** The **Association**, under the discretionary direction and control of the **Board**, shall maintain, repair, or replace, and – with the prior approval of the **Design Review Committee** – may improve upon or make additions to, the landscaping, fencing, Street or pathway lighting, and utility accommodation structures which the **Declarant** constructs or otherwise causes to be placed within the **Subdivision**.

**[4.04]      No Commercial Or Business Use.** Excepting only the temporary placement of a sign which complies with the signage restrictions of this document (See. Subsection [3.04][A][2]) that temporarily may advertise to the public that a **Residential Unit** is for sale, no commercial or business use of any kind shall be allowed upon or made of the **Common Area** of the **Subdivision**.





**[4.05]      Vehicle Operation, Parking, And Storage.** The **Declarant**, while an **Owner**, and each **Residential Owner**, and any guest of a **Residential Owner** shall operate, keep, temporarily park, and store any and every vehicle which comes into the **Subdivision** only in the places within the **Dedicated Area** of the Subdivision which are provided and set aside for those purposes – including, for each **Owner** or **Residential Owner**, the garage structure associated with the **Residential Unit** of that **Owner** or **Residential Owner**; and, all vehicular access and operation within the **Subdivision** shall be *subject to* the rules and regulations which the **Association**, under the discretionary direction and control of the **Board**, may adopt for the **Subdivision** – which shall not be inconsistent with, but, which may be more restrictive than – applicable provisions of law or traffic rules which pertain generally to the **Powder Horn Ranch Planned Unit Development** and the **Powder Horn Ranch II Planned Unit Development** in Sheridan County, within the State of Wyoming.

**[4.06]      Easements For Access And For Maintenance.** The **Declarant**, as the **Developer** of the **Subdivision**, and as the initial **Owner** of all lands within the **Subdivision**, including all of the **Lots** which comprise the **Subdivision**, and the **Common Area** of the **Subdivision**, and the **Dedicated Area** of the **Subdivision**, hereby declares as a charge upon said lands, and herewith grants or reserves the easements which herein below are described.

**[A]      Access Easement Granted Unto Each Residential Owner.** Said **Declarant**, by these presents grants unto each **Residential Owner** an easement or right-of-access for the purpose of ingress to and egress from the **Residential Unit** which the **Residential Owner** owns by the **Residential Owner** and any guest of the **Residential Owner**, upon and across the driveways, and walkways or paths made as improvements upon or to “**Outlot A**”, if any, and the areas, which are within the perimeter of the said “**Outlot A**”, as shown on the Final Plat of the **Subdivision**. The **Declarant** declares that this said easement or right-of-access is, and shall be, an appurtenance, which attaches to the ownership of the **Lot** within the **Subdivision** to which it pertains, which shall pass as an appurtenance by conveyance from one **Residential Owner** unto a successive **Residential Owner**, by that general reference, without requiring specific reference to this provision of these covenants, conditions, and restrictions of the **Subdivision**.



**[B] Easement To Maintain Reserved Unto Declarant.** Said **Declarant**, by these presents reserves unto the **Declarant, Cottage Builder, L.L.C.**, and its assigns and successors in interest, including in said assigns and successors in interest, without limitation, the **Association** [when the **Subdivision** is complete and the **Declarant** has sold the last **Residential Unit Lot**], and also including the designated contractors, agents, or business-invitees of the **Declarant** and of the **Association**, an access easement or right-of-access over, upon, across, and under the **Common Area** of the **Subdivision** and the **Dedicated Area** of the **Subdivision**, as shown on the Final Plat of the **Subdivision**, for the purpose of constructing, maintaining, repairing, replacing, or improving the electrical, telephone, television, or other modes of telecommunication, water, sewer or wastewater removal, storm water collection and drainage, trash collection, landscaping, access, and lighting facilities of the **Subdivision**.

**[4.07] Driveway Association With Residential Units.** To the extent that a driveway within the **Subdivision** connects a particular **Residential Unit** with a roadway that provides access to the **Subdivision**, or a Street within the **Subdivision**, even though some portion of that connecting driveway is located and constructed upon a part of the **Dedicated Area** of the **Subdivision**, that driveway is intended for the use and benefit of the **Residential Owner** of the **Residential Unit** with which the driveway is associated, and any guest of that **Residential Owner** in that **Residential Unit**, and is not intended for or dedicated to general public use.

**[4.08] Rules And Regulations.** The **Association**, under the discretionary direction and control of its **Board**, has the authority, under **Article 6** of these covenants, conditions, and restrictions, to adopt, amend, and enforce rules and regulations which govern the use to be made of the **Common Area** and of the **Dedicated Area** of the **Subdivision**. Such rules and regulations may include, but are not thereby limited to, parking regulations, parking restrictions, parking prohibitions, and speed limits on roadways that serve and any Street within the **Subdivision**; and, the safe shared usage of walkways or paths; and, the kind and extent of access and use to be allowed in landscaped spaces within the **Common Area** of the **Subdivision**.



**Article 5**  
**Association Membership And Voting**

**[5.01]      Reference To Outside Source.** The **Creekside Cabins At The Powder Horn Homeowners Association, Inc.**, which in these covenants, conditions, and restrictions, is referred to as the “**Association**” [whether capitalized or emphasized by bold print or not], is organized under the law of the State of Wyoming as a non-profit, mutual benefit corporation, which is qualified as a **Residential Real Estate Management Association** under **Section 528** of the **Internal Revenue Code**. Under the **Articles Of Incorporation** of the **Association**, **Article [V]**, which is quoted and excerpted immediately below, states:

“**[V] Members.** This non-profit corporation **will have members**, who shall be owners of residential lots within that certain **Creekside Cabins At The Powder Horn Subdivision** of the County of Sheridan, within the State of Wyoming; and, the other qualifications, characteristics, and functions of or as to which said members shall be stated in and governed by the **Bylaws** of this non-profit corporation.”

Reference, is made to those provisions of the **Bylaws** of the **Creekside Cabins At The Powder Horn Homeowners Association, Inc.**, which pertain to and govern membership and voting in and under the **Association**; and those relevant provisions of those **Bylaws**, as worded or as amended, are incorporated in these covenants, conditions, and restrictions, at this point, by this express reference. [Note. The said **Bylaws** of the **Association** are available for inspection during normal business hours at the office of the **Association**, at 23 Country Club Lane, Sheridan, Wyoming 82801.]

**Article 6**  
**Association Board Of Directors**

**[6.01]      Reference To External Source Of Authority.** In the **Bylaws** of the **Association**, **Subsection 4.1.1** states:



**“4.1.1 – Discharge Of Members Responsibility Through Election Of And Delegation To A Board Of Directors.** Pursuant to the enabling authority of W.S. § 17-19-801[b] & 17-19-804[a], as is or as hereafter amended, and after the formal organization of this non-profit corporation, the Members of this non-profit corporation hereunder and hereby discharge their general operational and management responsibilities, which are stated in **Section 4.1** of these **Bylaws**, by electing, and re-electing from time-to-time, a Board of Directors of and for this non-profit corporation; and, by delegating to that Board of Directors all such operational and management responsibilities.”

Reference, is made to those provisions of the **Bylaws** of the **Creekside Cabins At The Powder Horn Homeowners Association, Inc.**, which pertain to, empower, and govern the **Board of Directors** of the **Association**; and those relevant provisions of those **Bylaws**, as worded or as amended, are incorporated in these covenants, conditions, and restrictions, at this point, by this express reference. [Note. The said **Bylaws** of the **Association** are available for inspection during normal business hours at the office of the **Association**, at 23 Country Club Lane, Sheridan, Wyoming 82801.]

**[6.02]        Rules And Regulations.** The **Board** has the duty, authority, and power to make rules and regulations regarding the **Subdivision** under these covenants, conditions, and restrictions, pursuant to **Subsections 5.7.2 and 5.8.3** of the **Bylaws** of the **Association**, which are incorporated herein, at this point, by this express reference, as worded or as amended.

**[6.03]        Administration And Enforcement Of Covenants, Conditions, And Restrictions.** The **Board** has the duty, authority, and power to administer and to enforce these covenants, conditions, and restrictions, pursuant to **Subsection 5.7.1** of the **Bylaws** of the **Association**, which is incorporated herein, at this point, by this express reference, as worded or as amended,

**[6.04]        Limitation Of Personal Liability And Indemnification.** The **Declarant**, the **Members of the Board**, and the **Members of the Association** shall **not** be personally responsible or be held personally liable for the debts, or for any other contractual obligations, or for the torts of the



**Association**; and, the **Association** shall defend, indemnify, and hold entirely harmless, personally, the **Declarant**, the **Members of the Board**, and the **Members of the Association** from and against any and every claim, cause of action, or other liability, direct or contingent, which may arise in connection with the debts, or any other contractual obligations, or the torts of the **Association**.

**[6.05] Capital Reserve Funds.** The **Board**, in its sole and sound discretion, may establish, assess the **Members** of the **Association** or otherwise provide for the funding of, invest and reinvest, expend, and otherwise administer reserve funds for anticipated future capital expenditures that the **Association** may be required to make for the betterment of the **Subdivision**. Those special capital reserves, if established and maintained by the **Board**, shall be accounted-for by the **Board** within and under segregated trust accounts, which are separately titled with reference to their intended future application and use, and which are not commingled with the regular operating funds and accounts of the **Association**.

## **Article 7** **Covenants Regarding Assessments**

**[7.01] Covenant To Pay Assessments.** Through the legal effect and application of this **Subsection [7.01]** of these covenants, conditions, and restrictions, in connection with, and by and through the act of purchasing or otherwise acquiring the ownership of any **Lot** within the **Subdivision**, and regardless of whether the Warranty Deed, Quitclaim Deed, or other instrument of conveyance for that purchase or other acquisition of ownership expressly so states, or does not so state, the **Residential Owner** who purchases or otherwise acquires the ownership of any such **Lot hereby covenants, and thereby undertakes, agrees, and promises**, to pay unto the **Association** (or the designated officer, employee, or agent of the **Association** for purposes of assessment collection and processing) the full amount of each and every assessment which the **Association** acting by and through its **Board** imposes upon and against the **Lots** which comprise the **Subdivision**, under the authority of these covenants, conditions, and restrictions, and pursuant to **Subsection 5.8.4** of the **Bylaws** of the **Association**, or as the same may be re-numbered, amended, restated, or otherwise modified from time-to time, including, but not thereby being

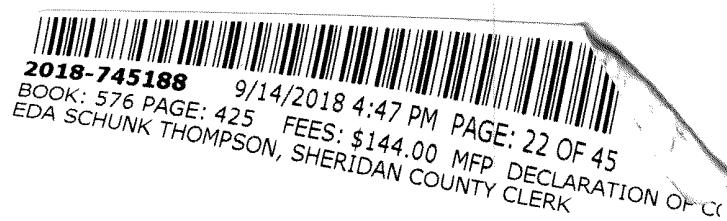


limited to, the kinds of assessments which herein below are defined and described.

[A] **Regular Assessments.** On at least an annual basis, the **Board** shall determine and impose “**Regular Assessments**” [whether capitalized or emphasized by bold print or not], which are those assessments that the **Board** determines and finds to be required for the purposes of paying property taxes and any other taxes which the Association owes; and, of paying for property [casualty] insurance and liability insurance; and, of paying any operating indebtedness of the Association; and, of paying the expenses that are incurred for the maintenance and repair of **Association** property; and, of paying all other general operating and overhead expenses of the **Association**, including but not being limited to any pro-rated sharing of expense among the homeowners within the **Powder Horn Ranch Planned Unit Development** and the **Powder Horn Ranch II Planned Unit Development**, for the construction, use, repair, maintenance, reconstruction, and expansion of dedicated roadways, Streets, walking paths, water, waste-water treatment, sewage and storm-water collection and disposal, and other similar common utilities that serve those **Planned Unit Developments**.

[1] **The Alternative Of Homeowners Fees.** For purposes of expediency and convenience, and either in lieu of or in addition to **Regular Assessments**, in its sole and sound discretion, the **Board** may provide for the payment of a portion, or all, of the items which are associated with the above-described purposes for which **Regular Assessments** may be imposed and collected, by imposing upon, and collecting from, each **Owner** [i.e., the **Declarant as Owner**] and each **Residential Owner** of any **Lot** within the **Subdivision** recurring assessment charges which may be referred to as **Homeowners Fees**, or which may be identified by any other appropriate name; *provided, however*, that any such **Homeowners Fees** are to be uniformly assessed, upon a **per-Lot** basis, and are **not** to be calculated upon the basis of the square footage measure of each **Lot** which is assessed. For purposes of imposition, collection, and enforcement, such **Homeowners Fees** are, and shall be, characterized as **Regular Assessments** under these covenants, conditions, and restrictions.

[B] **Special Group Assessments.** From time-to-time, as future circumstances might require it to be done, the **Board** may impose “**Special Group Assessments**” [whether capitalized or emphasized by bold print or



not], which are those assessments that the **Board** determines and finds to be required for the purposes of paying for the acquisition or expansion of **Association** property; and, for the future major refurbishment, reconstruction, replacement, or further expansion or improvement of **Association** property and improvements to **Association** property – including, but not being limited to, the **Common Area** or the **Dedicated Area** of the **Subdivision**; and, for other projects that are associated with the capital structure of the **Association**.

**[1] Sub-Classification Of Special Group Assessments.**

For purposes of accounting convenience, and in order to facilitate long term financial planning by the **Board** on behalf of the **Association** and its **Members**, the **Board** may establish sub-classes of **Special Group Assessments**, which may be identified for specific purposes or uses.

**[2] Capital Reserve Funds.** Any **Capital Reserve Funds**, which the **Board** may establish and maintain under the authority of **Subsection [6.05]** of these covenants, conditions, and restrictions, may be imposed and assessed as a part of the **Special Group Assessments**.

**[C] Special Individual Assessments.** If special circumstances require it, the **Board** may impose “**Special Individual Assessments**” [whether capitalized or emphasized by bold print or not], which are those assessments that the **Board** determines and finds to be necessary to levy upon and against a **Lot**, or more than one **Lot**, but not necessarily all of the **Lots**, within the **Subdivision**; and, which are for the purpose of collecting special funds that are needed to address special circumstances that pertain only to the **Lot**, or **Lots**, which are included in any such **Special Individual Assessment**. The **Board** shall impose and assess any such **Special Individual Assessments** only against and upon an affected **Lot**, or affected **Lots**; and, only the **Residential Owner** of each respective **Lot** which the **Board** designates as being within a particular **Special Individual Assessment**, at the time it is imposed, shall be responsible and liable for the payment of any such **Special Individual Assessment**. **[Example.** If a **Residential Owner**, intentionally or through a negligent act or omission, were to damage some improvement to the **Common Area** or the **Dedicated Area** of the **Subdivision**, then the **Board** reasonably might determine and find that the cost of repair or replacement of the damaged component could be imposed appropriately, as a **Special Individual Assessment**, against that



**Residential Owner** as a charge against and lien upon the **Lot** and the **Residential Unit** that the **Residential Owner** owns in the Subdivision.]

[D] **Punitive Assessments.** As and if necessary, in its sole and sound discretion, the **Board** may impose a “**Punitive Assessment**”, in the nature of a fine, against the **Lot** and the **Residential Unit** of a **Residential Owner** whom the **Board** determines and finds to have breached these covenants, conditions, and restrictions; and, that **Residential Owner** shall be responsible and liable for the payment of any such **Punitive Assessment**.

[7.02] **Assessment Notices.** The **Board** shall provide each **Owner** [i.e., the **Declarant as Owner**] and each **Residential Owner** with written notice of each assessment that the **Board** imposes upon and against a **Lot** which the **Owner** or **Residential Owner** owns in the **Subdivision**. Each such assessment notice shall include, at least, the following information:

- ~the name and street address of the **Owner** or **Residential Owner**;
- ~the **Subdivision Lot Number** being assessed;
- ~the date of the assessment notice;
- ~the classification of each assessment component;
- ~the amount of each assessment component;
- ~the total amount being assessed;
- ~the date upon which full payment of the assessment is due;
- ~such other information as the **Board** may determine.

The **Board** shall cause assessment notices to be sent to each **Owner** or **Residential Owner** by ordinary mail, to be sent to the most current mailing address of the **Owner** or **Residential Owner** that is shown in the membership registry of the **Association**.

[7.03] **Assessments Create Liens Upon And Against Subdivision Lots.** Each and every assessment, as herein above defined and described, which the **Board** determines and imposes under these covenants, conditions, and restrictions, shall create a lien upon and against each **Lot** and each **Residential Unit** that is assessed within the **Subdivision**. In addition to the amount of the assessment, itself, each such lien also shall include an amount, and shall secure the payment of an amount, which consists of the expenses which the **Board** incurs to accomplish the enforcement of the lien, including but not being limited to foreclosure costs and reasonable attorney fees and expenses, *plus* interest from the date of assessment until the date of eventual





satisfaction at the rate of interest which is allowed upon judgments under the law of the State of Wyoming [i.e., Ten Percent (10%) *per annum*]; plus any and all late payment charges, returned check charges, or other similar assessment administrative charges which the **Board** may add to a delinquent assessment under rules and regulations that the **Board** may establish.

**[A] Collection And Enforcement.** If a **Residential Owner** does not pay an assessment against a **Lot** that the **Residential Owner** owns in the **Subdivision** on or before the date which the **Board** sets for payment and states within the assessment notice, then the **Board** shall cause notice of intent to file a lien to be prepared and sent to the delinquent **Residential Owner**, by **certified mail**, at the most current mailing address of the **Residential Owner** that is shown in the membership registry of the **Association**. Thereafter, if the **Residential Owner** does not make full payment of the delinquent assessment within the period of time which the **Board** states in the notice of intent to file a lien, the **Board** shall cause a **Notice of Lien**, or a **Lien Statement**, to be filed in the office of the Clerk and Recorder of Sheridan County, State of Wyoming; and, the **Board**, in its discretion, may initiate a legal action personally against the **Residential Owner** in order to collect the delinquent assessment; and the **Board**, in its discretion, may foreclose the lien created by the delinquent assessment in any manner which is allowed by the law of the State of Wyoming for the foreclosure of Mortgage-related liens, or for Contractor or Material-Supplier statutory liens, including, but without thereby implying any limitation, **foreclosure by public advertisement and sale** under a **power of sale** to be applied to the **Lot** and to the **Residential Unit** that the **Residential Owner** owns in the **Subdivision**, which said right and power of **public advertisement and sale** under a **power of sale** each **Residential Owner** hereby expressly grants under these covenants, conditions, and restrictions unto the **Association**, to be exercised by and through its **Board**.

**[B] Express Consent To Enforcement Rights And Powers.** By and through the acceptance of the delivery of the Warranty Deed, or the Quitclaim Deed,, or any other instrument of conveyance by which a **Residential Owner** may acquire the ownership of a **Lot** and associated **Residential Unit** in the **Subdivision**, each **Residential Owner** hereby acknowledges and confirms that the **Association**, acting by and through its **Board**, hereby is granted and has and shall have the right and power to commence legal actions against the **Residential Owner**, personally, for collection of the debt that is created by and arises out of delinquency in the



payment of assessments, expenses, interest, and other charges as herein above defined and described; and, has the right and power to create, file of public record, and enforce through foreclosure, as herein above defined and described, any and every lien for delinquency in the payment of assessments, expenses, interest, and other charges as herein above defined and described. Each **Residential Owner** hereby covenants, and thereby agrees, that no reduction or mitigation of financial responsibility and liability for the payment of assessments shall be attempted, or recognized, or accomplished, through the non-use of the **Common Area** or of the **Dedicated Area** of the **Subdivision** by such delinquent **Residential Owner**.

**[7.04]      Assessment Purposes.** Each **Residential Owner** and the **Association** hereby covenant, and thereby agree, that assessments under these covenants, conditions, and restrictions, may be applied and used by the **Association**, acting through the **Board**, to the following kinds of purposes:

- ~maintenance, repair, and component replacement of the Common Area of the Subdivision – including, without limitation, landscaping, lighting, paving, pathways, and other improvements;
- ~payment of property taxes associated with the Common Area of the Subdivision;
- ~payment of the insurance expenses associated with the **Common Area** and the **Dedicated Area** of the **Subdivision**;
- ~payment of electrical and other utility expenses owed by the **Association** for utilities provided to the **Common Area** of the **Subdivision**, or improvements to the **Common Area** of the **Subdivision**;
- ~payment of expenses associated with the security and public safety of the **Subdivision**;
- ~payment of the expenses associated with the ownership, or rental of equipment required to maintain the **Common Area** or **Dedicated Area** of the **Subdivision**;
- ~payment of necessary expenses associated with the conduct of the business matters of the **Association** by the **Board**;
- ~payment of expenses associated with compliance by the **Subdivision**, or by the **Association**, with planning, zoning, land use regulation, subdivision, platting or re-platting, developmental regulation, or other similar requirements of Sheridan County government,



or of other sources of governmental authority which have jurisdiction over the **Subdivision**;

- ~payment of the **Subdivision's** or the **Association's** apportioned share of capital expenses and operational expenses associated with the construction, repair, maintenance, re-construction, improvement, expansion of the Common Areas, roadways; streets, pathways, water, sewer and waste water treatment, and storm water collection and discharge or other disposal facilities of the **Powder Horn Ranch Planned Unit Development** and the **Powder Horn Ranch II Planned Unit Development** in Sheridan County, within the State of Wyoming;
- ~promoting the safety, health, recreational needs, and welfare of the **Residential Owners** and guests of the **Subdivision**
- ~other purposes, similar to those stated above, which directly affect the **Subdivision**, and which the **Board**, in its sole and sound discretion, determines to be well advised.

**[7.05] Calculation Of Regular Assessments And Special Group Assessments, And Their Apportionment.** On behalf of the **Association** and its **Members**, and not later than sixty [60] days prior to the commencement of each operating year of the **Association** for **Subdivision** purposes, the **Board**, in its discretion, shall deliberate upon, determine, and approve an **annual budget** for the expenses of the **Association**, including, if circumstances require it from time-to-time, the consideration of additions to the capital structure of the **Association** or to provide for the purchase, construction, use, repair, maintenance, replacement, re-construction, expansion or other improvement of capital improvements to the **Common Area** or the **Dedicated Area** within the **Subdivision**. From the **approved annual budget**, the **Board** shall determine a **Total Annual Assessment** for each assessment classification that applies, prospectively, to the particular year. The **Board** then shall apportion unto and impose upon each **Lot** and associated **Residential Unit** within the **Subdivision** a proportionate share of the **Total Annual Assessment** for each applicable assessment classification, which may be referred to as the **Apportioned Share** of each applicable assessment classification, which shall be calculated as the product of multiplying the **Total Annual Assessment** for each applicable assessment classification by an apportionment-fraction, which said apportionment-fraction for each respective **Lot** in the **Subdivision** shall have a **denominator** that is equal to



the total number of platted **Lots** within and comprising the **Subdivision**, or within and comprising the **Special Group**; and, shall have a numerator of **One (1)**; provided, however, that the apportionment-fraction also may be stated as the decimal equivalent of the above described apportionment-fraction for convenience in calculation.

**[A] Communication Of Annual Budget And Projected Assessments.** On behalf of the **Association** and its **Members**, and **not later than thirty [30] days prior to the commencement of each operating year of the Association for Subdivision purposes**, the **Board** shall mail to each **Owner** [i.e., **Declarant as Owner**] and to each **Residential Owner** a summary of the **approved annual budget** for the up-coming operating year of the **Subdivision**, and of the assessment that the **Board** projects for each **Lot** and associated **Residential Unit** which the **Owner** or **Residential Owner** owns in the **Subdivision**. If an **Owner** or **Residential Owner** objects to the projected assessment for the up-coming operating year, the objecting **Owner** or **Residential Owner** must file any such objection in written form with the **Board**, within ten [10] days following the mailing of the aforesaid budget summary and projected assessment; and, a failure to file such a written objection with the **Board** within that time limitation shall constitute a waiver of all objections to the assessment.

**[1] Consideration Of And Decision Upon Objections.** On behalf of the **Association** and its **Members**, the **Board**, in its sole and absolute discretion, promptly shall consider and decide upon any objections to projected assessments which may be filed in writing by an **Owner** or **Residential Owner**. The decision of the **Board** about any such objection shall be final and binding upon the **Association** and all affected persons; and, the **Board** shall communicate its decision in writing to the person who files the objection.

**[B] The Alternative Of Homeowners Fees.** If the **Board**, in its sole and sound discretion, uses the alternative of **Homeowners Fees** in lieu of, or as an additional part of, **Regular Assessments**, then any such **Homeowners Fees** are to be uniformly assessed, upon a **per-Lot** basis, and are not to be calculated upon the basis of the square footage measure of each **Lot** which is assessed. For purposes of imposition, collection, and enforcement, such **Homeowners Fees** are, and shall be, characterized as **Regular Assessments** under these covenants, conditions, and restrictions.



**[7.06]      Limitations Upon Annual Increases In Assessments.** Each **Residential Owner** hereby covenants, and thereby agrees, that the **Board**, on behalf of the **Association** and its **Members**, shall have the following discretionary latitude in deciding upon any increases in assessments from year-to-year. If facts and circumstances support the need for an increase in assessments from one operating year of the **Subdivision** to the next succeeding operating year, then the **Board**, on behalf of the **Association** and its **Members**, and in the sole and sound discretion of the **Board**, has the plenary authority to approve an increase in assessments for the coming year up to, but not greater than, **twenty percent [20%]** more than the assessments for the prior year.

**[A]      Procedure For Larger Increases.** If the **Board**, in preparatory or preliminary analyses that it makes to prepare for the annual budgeting process, determines that an increase in assessments greater than **twenty percent [20%]** may be needed for the next operating year of the **Subdivision**, then the **Board** shall arrange for a **Special Meeting** of the **Members** of the **Association** to present relevant information and to ask for advance consent from the **Members** of the **Association** to impose an increase in assessments that will be greater than **twenty percent [20%]**. At that **Special Meeting**, the **Association Members** shall decide by simple majority vote, according to the voting procedures which are stated in the **Bylaws** of the **Association**, whether to consent in advance to the larger increase in assessments that the **Board** proposes. The decision of a simple majority, thus determined, shall be final and binding upon all **Owners** and **Residential Owners** of **Lots** and **Residential Units** within the **Subdivision**.

**[B]      Timing Of Payments.** The **Board**, in its discretion, upon the recommendation or request of the **Association**, or upon its own initiative, may establish, but is not required to do so, and may amend or modify, rules or regulations which may accommodate the payment of assessments by the **Owner** (i.e., **Declarant as Owner**) or **Residential Owners** of the **Lots** within the **Subdivision** in installments; and, which may provide an incentive for early and full payment of assessments by allowing reasonable discounts.

**[7.07]      Rights Of Sheridan County.** Unless otherwise approved by **seventy-five percent [75%]** of the outstanding votes within each voting class, the **Association** shall not, by act or omission, seek to abandon its obligations as established by this **Declaration**. However, in the event that:



[A] The Association dissolves and the **Common Area** shall not be either (i) dedicated to and accepted by an appropriate public agency, authority, or utility to be devoted to purposes as nearly as practicable the same as those to which such **Common Area** was required to be devoted by the **Association**; or, (ii) conveyed to another organization or entity which assumes all obligations imposed hereunder upon the **Association** to maintain said **Common Area**; or,

[B] The **Association**, its successors or assigns, shall fail or refuse to adequately maintain the appearance and condition of the **Common Area** and the **Dedicated Area**, which it is obligated to maintain hereunder;

**THEN**, in either such event, the **County of Sheridan**, within the State of Wyoming, shall have the right, but not the obligation, to assume the duty of performing all such maintenance obligations of the **Association** at any time after such dissolution, upon giving written notice to the **Owners** and **Residential Owners**, or at any time after the expiration of twenty-one [21] days after receipt by the **Association**, its successors or assigns, of written notice specifying in detail the nature and extent of the failure to maintain without such failure being remedied. Upon assuming such maintenance obligations, the **County of Sheridan** may collect, when the same become due, all assessments levied by the **Association** pursuant to the provisions hereof for the purposes of constructing, repairing, maintaining, replacing, re-constructing, expanding or improving, or otherwise caring for the **Common Area** and the **Dedicated Area** in the **Subdivision**, and improvements thereto; and, if necessary, the **County of Sheridan** may enforce the payment of delinquent assessments in the manner herein-above stated in this **Declaration**. In the alternative, upon assuming such maintenance obligations, the **County of Sheridan** may levy an assessment upon each **Lot** and associated **Residential Unit**, on a pro-rata basis, for the above-described costs, notwithstanding any other provisions contained in this **Declaration**, which assessment shall constitute a lien upon the **Lot** against which each assessment is made. During any period that the **County of Sheridan** assumes the above-described obligations to care for the **Common Area** and the **Dedicated Area** of the **Subdivision**, the **Association** shall have no obligation or authority with respect to such actions. The right and authority of the **County of Sheridan** to care for the **Common Area** and the **Dedicated Area** shall cease and terminate when the **Association**, or its successors or assigns, shall present to the **County of Sheridan** reasonable assurance and evidence of its willingness and ability to resume the care of



the **Common Area** and the **Dedicated Area** in the **Subdivision**. In the event that the **County of Sheridan** assumes the duty of performing the above-described obligations of the **Association**, then the **County of Sheridan**, and its contractors, agents, representatives, and employees, shall have right of access, ingress and egress to and over the **Common Area** and the **Dedicated Area** for the purposes of discharging those obligations for the care of the **Common Area** or the **Dedicated Area** of the **Subdivision**; and, in no event, and under no circumstances, shall the **County of Sheridan** become or be liable to the **Association** or any **Owner** or **Residential Owner**, or their respective heirs, devisees, personal representatives, successors, or assigns for negligent acts or construction [excluding, however, malfeasance and gross negligence] relating in any manner to the above-described maintenance, improvement, and preservation of the **Common Area** or the **Dedicated Area** of the **Subdivision**.

## Article 8

### Casualty Losses, Liability, And Insurance Matters

[8.01] Rebuilding After A Casualty Loss. In the event that a **Residential Unit** within the **Subdivision**, or its associated garage structure, is damaged or destroyed by fire, or by some other form of casualty, the **Owner** [i.e., **Declarant as Owner**] or the **Residential Owner** hereby covenants, and thereby agrees, at the sole expense of the **Owner** or **Residential Owner**, to repair, restore, or rebuild that **Residential Unit**, as soon as reasonably and practicably may be done, to return that **Residential Unit** to the condition in which it was immediately prior to the event of casualty which caused its damage or destruction; *provided, however*, that the **Association**, acting by and through the **Board**, is granted the power, under these covenants, conditions, and restrictions, to authorize and direct a different course of action, if circumstances of financial hardship are shown.

[A] Power Of The Board To Direct And Control Rebuilding. The **Owner** [i.e., **Declarant as Owner**] and each **Residential Owner** hereby covenants, and thereby agrees, that any and all work to be done under the authority of this **Article 8** in order to repair, restore, or rebuild a **Residential Unit** after its damage or destruction by casualty shall be performed expeditiously and in a workmanlike manner under the supervision and direction of the **Board**, or the designated officers, employees, contractors, or agents of the **Board**. Each **Residential Owner** hereby covenants, and



thereby agrees, to cooperate fully with, and to abide by, all instructions and directions of the **Board** in these particulars, as made on behalf of the **Association** and its **Members**.

**[B] Board Approval Of Architects And Contractors.** Each **Owner** [i.e., **Declarant as Owner**] and each **Residential Owner** hereby covenants, and thereby agrees, that the **Board** shall have the authority and power to approve, or disapprove, of any architect, contractor, subcontractor, or supplier of materials which may be proposed for any and all work to be done under the authority of this **Article 8** in order to repair, restore, or rebuild a **Residential Unit** after its damage or destruction by casualty.

**[8.02] Special Individual Assessment Or Punitive Assessment To Repair, Restore, Or Rebuild.** In the event that an **Owner** [i.e., **Declarant as Owner**] or a **Residential Owner** refuses, or otherwise fails, either to repair, restore, or rebuild a **Residential Unit** after its damage or destruction by casualty, or to pay for such repairs, restoration, or rebuilding, then the **Association**, acting through the **Board**, may undertake and cause the work to be performed and make provision to pay for such work from funds of the Association; *provided, however*, that the **Board** also shall assess the expenses which are associated with that work against the **Lot** upon which the work is done, either in the form of a **Special Individual Assessment** or a **Punitive Assessment**, or both, as defined herein above in these covenants, conditions, and restrictions. Each **Owner** [i.e., **Declarant as Owner**] and **Residential Owner** hereby covenants, and thereby agrees, that the **Association**, acting by and through the **Board**, shall have the right and power under these covenants, conditions, and restrictions, to foreclose the lien that is created by the imposition of such assessments under this **Subsection 8.02**, if the **Owner** or **Residential Owner** does not pay such assessments.

**[8.03] Property Insurance Obligations Of Residential Owners.** Each **Residential Owner**, with respect to each **Lot**, and improvements, and its associated garage structure which the **Residential Owner** owns in the **Subdivision**, hereby covenants, and thereby agrees, to obtain and maintain in force and effect at all times **property [casualty] insurance** that insures the **Residential Unit**, and its associated garage structure, to provide protection that is afforded, at least, by the kind of insurance that now is described as fire, extended coverage, vandalism and malicious mischief, and other casualty, to **one hundred percent [100%]** of the full insurable value





of the subject property, with loss payable on the basis of the cost of replacement without deduction for depreciation. A guaranteed replacement cost endorsement shall be obtained and maintained by each **Residential Owner** on each such insurance contract. In addition, each **Residential Owner**, with respect to each **Lot**, and improvements, which the **Residential Owner** owns in the **Subdivision**, hereby covenants, and thereby agrees, to obtain and maintain in force and effect at all times which will protect the **Residential Owner**, and the **Association**, from loss, damage, expense, or liability to their persons, which may result, directly or indirectly, from any act or omission of such **Residential Owner**, or any family member, employee, agent, representative, or guest of such **Residential Owner** with respect to the subject property and its use. Each **Residential Owner** hereby covenants, and thereby agrees, to provide the **Board** with evidence of such insurance, and renewals; and, such insurance must be issued by insurance companies which are licensed and in good standing in the State of Wyoming, and otherwise are acceptable to the **Board**.

**[8.04]      Liability Insurance Obligations Of Residential Owners.**

Each **Residential Owner**, with respect to each **Lot**, and improvements and associated garage structure, which the **Residential Owner** owns in the **Subdivision**, hereby covenants, and thereby agrees, to obtain and maintain in force and effect at all times **liability insurance**, which shall name the **Association** as an additional insured party under the coverage of the insurance contract. The **Board** shall establish, and may amend, the limits of liability coverage that is required under these covenants, conditions, and restrictions. Each **Residential Owner** hereby covenants, and thereby agrees, to provide the **Board** with evidence of such insurance, and renewals; and, such insurance must be issued by insurance companies which are licensed and in good standing in the State of Wyoming, and otherwise are acceptable to the **Board**.

**[8.05]      Waiver Of Subrogation Rights.** Each **Residential Owner**, for such **Residential Owner** – and also as binding upon the heirs, devisees, Personal Representatives, assigns, and all other successors in interest to such **Residential Owner**] – hereby **waives all rights of subrogation** with respect to the **Association** and the **Board**, and the Directors and Officers thereof individually; and, neither the **Association**, nor the **Board**, nor any Director or Officer thereof individually, has or shall have any responsibility or liability to any **Residential Owner**, or to those otherwise thus bound, for damage or loss, either to the **Residential Unit** of such **Residential Owner**,



with its associated garage structure, or to any personal property, both tangible and intangible, of such **Residential Owner**.

**[8.06] Prerogative Of Association To Insure, And Recovery Of Costs.** If it shall appear to the **Association**, acting by and through **Board**, that a **Residential Owner** is not satisfying some or all insurance coverage requirements under **Article 8** of these covenants, conditions, restrictions, the **Board**, acting on behalf of the **Association** and its **Members**, may procure, but is not required to procure, additional, alternative, or substitute insurance coverage, and may advance funds of the **Association** to pay for such insurance coverage. In any such case, each **Residential Owner** hereby covenants, and thereby agrees and promises, to pay and reimburse the **Association** for any and all such amounts as may be advanced, immediately upon written demand for such payment by the Board. If, following such demand, the **Residential Owner** does not pay the amount that is due, then the Board may impose upon the **Lot** and the **Residential Unit** of the **Residential Owner** with regard to which the insurance was procured a **Special Individual Assessment** or a **Punitive Assessment** or both, as defined herein above in these covenants, conditions, and restrictions, for the amount thus due and payable unto the **Association**. Each **Residential Owner** hereby covenants, and thereby agrees, that the **Association**, acting by and through the **Board**, shall have the right and power under these covenants, conditions, and restrictions, to foreclose the lien that is created by the imposition of such assessments under this **Subsection 8.06** of this **Declaration**, if the **Residential Owner** does not pay such assessments.

**[8.07] Mortgagee Insurance Participation.** Only to the extent that it expressly may be required under the terms and conditions of a recorded and unsatisfied Mortgage upon and against any **Residential Unit**, and its associated garage structure, the proceeds of any insurance claim which may become payable because of damage to or loss of such a mortgaged **Residential Unit**, or its associated garage structure, may be paid to the Mortgagee to the extent of the secured and unpaid financial interest of the Mortgagee in the **Residential Unit**, and its associated garage structure; *provided, however*, that such Mortgagee shall **not** attempt or seek to apply, and shall **not** apply, such insurance proceeds to the payment of interest under or to the reduction of the principal amount due under such mortgage – *excepting only*, that the Mortgagee may so apply any excess of such insurance proceeds that may remain **after** payment in full of the costs of repair, restoration, or rebuilding of the *Residential Unit*, or its associated



garage structure, if the damaged **Residential Unit**, or its associated garage structure, are to be repaired, restored, or rebuilt under these covenants, conditions, and restrictions.

**[8.08] Insurance Pertaining To Association Property.** On behalf of the **Association** and its **Members**, the **Board**, in its sole and sound discretion, may obtain and maintain such property [casualty] insurance and liability insurance contracts as the **Board** deems to be well-advised to protect the financial interests of the **Association** and its **Members** from loss or liability with respect to the **Common Area** and the **Dedicated Area** of the **Subdivision**, and with the **Association** as the named-insured. Each **Owner** [i.e., **Declarant as Owner**] and each **Residential Owner** hereby covenants, and thereby agrees, that the cost of such insurance of the **Association** shall be a part of the reasonable operating expense of the **Association** which may be assessed against the **Lots** of the **Subdivision** and must be paid as part of such assessments by the each **Owner** and each **Residential Owner**.

## Article 9

### Other Easements Reserved

**[9.01] Utility Easements.** In addition or as supplements to easements otherwise herein above declared and stated in these covenants, conditions, and restrictions, the **Declarant**, its assigns and successors in interest, expressly reserves easements, to provide for the installation, maintenance, repair, and removal of all utility and drainage structures, devices, and facilities that are required to service the **Subdivision**, over, under, and across the **Common Area** of the **Subdivision**, the **Dedicated Area** of the **Subdivision**, and each **Lot** that is platted within the **Subdivision** on its Final Plat. Full access, ingress, and egress shall be allowed over the easement areas at all times to the **Declarant**; and, to the **Declarant's** employees, agents, or contractors – and to any authorized utility company and its employees, agents, or contractors – in order to provide for and accommodate the installation, operation, maintenance, repair, or removal of any and all such utility structures, devices, and facilities, and in order to enable the entrant to remove any obstruction of such easement area which otherwise would interfere with the installation, operation, maintenance, or repair of any such utility structure, device, or facility.



**[9.02] Association Maintenance Easements.** In addition or as supplements to easements otherwise herein above declared and stated in these covenants, conditions, and restrictions, the **Declarant**, its assigns and successors in interest, and each **Residential Owner** grant the **Association**, and delegates of the **Association**, easements with full access, ingress, and egress, over and across the **Dedicated Area** of the **Subdivision**, the **Common Area** of the **Subdivision**, and the platted **Lots** within the **Subdivision** on its Final Plat, for the purpose of maintaining, repairing, or reconstructing the **Dedicated Area** of the **Subdivision**, the **Common Area** of the **Subdivision**.

**[9.03] Police Power Access.** The County of Sheridan, acting through its fire department, ambulance service, sheriff's department, public works or engineering department, and all other governmental agencies which have proper jurisdiction over any part of the **Subdivision**, are granted access rights, to include ingress, and egress over and across the **Dedicated Area** of the **Subdivision**, the **Common Area** of the **Subdivision**, and each **Lot** within the **Subdivision** as shown on its Final Plat, for the purpose of enabling authorized personnel and vehicles to provide fire protection, emergency services, police protection, flood control services, public health services, and other governmental services which tend to protect or promote the safety, health, and general welfare of the residents of the **Subdivision**.

## Article 10

### General And Miscellaneous Provisions

**[10.01] Confirmation Of Understanding, Approval, And Acceptance.** By and through the acceptance of delivery and the recording of the Warranty Deed, or Quitclaim Deed, or other instrument of conveyance which transfers the legal title of a **Lot** and its associated **Residential Unit** within the **Subdivision** unto its purchaser, or unto the person who otherwise acquires such ownership, each **Residential Owner**, as a purchaser or owner of a **Lot** within this **Subdivision**, expressly hereby acknowledges and confirms that the said **Residential Owner** has read and does understand, approve, and accept these covenants, conditions, and restrictions.

**[10.02] Appointment Of Declarant As Attorney-In-Fact For Certain Purposes.** Each **Residential Owner** hereby grants a power-of-attorney unto, and makes, constitutes, and appoints the **Declarant, Cottage**

**Builder, L.L.C.**, as the agent and attorney-in-fact, coupled with an interest, of and for the appointing **Residential Owner**, and in the place and stead of the appointing **Residential Owner**, and for the use and benefit of the appointing **Residential Owner**, to do the following things, until this grant of this power-of-attorney terminates in accord with the termination clause which herein below is stated.:

[A] **Subdivision And Development Powers.** To exercise, do, perform, or contract for the performance of any and every act, right, power, duty, or obligation whatsoever in connection with, arising out of, or relating to any matter whatsoever that involves this **Declaration** and the development of the **Subdivision** and the initial construction of the **Residential Unit** that is purchased by the **Residential Owner**.

[B] **Documentation Powers.** To initiate, sign, execute, acknowledge, deliver, and cause to be recorded any and all instruments, documents, or other writings, which may modify, amend, change, enlarge, contract, or abandon the matters which are declared and stated within this **Declaration**, or any part of this **Declaration**, as the **Declarant** may deem to be necessary, expedient, or proper under the circumstances and conditions that hereafter may arise.

[C] **Platting Powers.** To initiate, sign, execute, acknowledge, deliver, and cause to be recorded any and all instruments, documents, or other writings, which may modify, amend, change, enlarge, contract, or abandon the **Subdivision Plat**, or **amended Subdivision Plat**, or any part thereof, with any easements and rights-of-way to be therein contained, as the **Declarant** may deem to be necessary, expedient, or proper under the circumstances and conditions that hereafter may arise.

[D] **Power Of Substitution.** To designate an alternate or successor agent or attorney-in-fact to accept and undertake the transfer, assignment, or other delegation of the rights, powers, and obligations of the **Declarant** under this **Declaration**.

[E] **Timing Of Termination.** The grant of authority and the powers of the agent and attorney-in-fact, which herein above are granted, shall commence and be in full force and effect upon the recording of this **Declaration** in the office of the Clerk and Recorder of Sheridan County, within the State of Wyoming; and, shall be and remain in full force and



effect thereafter until the first or earlier to occur of the following two events actually happens:

[1] That point in time when the Declarant no longer owns any **Lot** within the **Subdivision**.

[2] The **twentieth [20<sup>th</sup>] anniversary** following the date upon which this Declaration is recorded in the office of the Clerk and Recorder of Sheridan County, State of Wyoming.

**[10.03]      Duration.** These covenants, conditions, and restrictions **touch and concern, inure to the benefit of, and bind and run with the land** that the **Declarant** describes herein-above as the **Lands Bound** as being subject to this **Declaration**; and, the said covenants, conditions, and restrictions shall inure to the benefit of and be enforceable by the **Association**, or by an **Owner**, or by a **Residential Owner** of any **Lot** within the **Subdivision**, or by their respective heirs, devisees, legal representatives, assigns, and successors in interest. These covenants, conditions, and restrictions shall be binding and run perpetually, subject, however, to the right and power of the **Members** of the **Association** to terminate them. The termination of these covenants, conditions, and restrictions shall require the consent of at least **seventy-five percent [75%]** of the votes of all voting classes of the **Owners** [i.e., **Declarant as Owner**] and the **Residential Owners**, then of record, of **Lots** within the **Subdivision**, as determined in accord with the voting rules which are stated in the **Bylaws** of the **Association** as then in effect; provided, however, that no such termination of these covenants, conditions, and restrictions shall be valid legally unless written notice of the proposed termination is mailed to each **Residential Owner**, of record, of a **Lot** within the **Subdivision** at least **ninety [90] days** before any vote is taken on the issue of termination; and, unless the public notice of termination of these covenants, conditions, and restrictions is made and filed of public record at least **thirty [30] days in advance** of the effective date which therein is stated for such termination.

**[10.04]      Amendment Or Restatement.** In addition to the possibility of modification, amendment, or other change in the provisions of this **Declaration** by and through the sole action of the **Declarant**, acting as **attorney-in-fact**, under the authority of **Subsection [10.02][B] Documentation Powers**, as herein-above declared and written in this **Declaration**, these covenants, conditions, and restrictions may be amended



or restated, in part or in the whole, by a separate and alternative procedure under this **Subsection [10.04]**, with the consent of at least seventy-five percent [75%] of the votes of all voting classes of the **Owners** [i.e., **Declarant as Owner**] and the **Residential Owners**, then of record, of **Lots** within the **Subdivision**, as determined in accord with the voting rules which are stated in the **Bylaws** of the **Association** as then in effect; *provided, however,* that any such amendment or restatement of these covenants, conditions, and restrictions also **must and shall bind, touch and concern, inure to the benefit of and run perpetually with the lands of the Subdivision.**

**[10.05]      Enforcement.** The **Declarant** as an **Owner**, each **Residential Owner**, or the **Association** acting by and through its **Board** have the responsibility and authority hereunder to enforce, and shall enforce, these covenants, conditions, and restrictions against any person or entity which attempts to breach or violate them, or any person or entity which breaches or violates, any such covenant, condition, or restriction that is declared and stated in this document. As circumstances may require in the future, the enforcement of these covenants, conditions, and restrictions may be undertaken by good faith communication and negotiation, by mediation or arbitration – outside the jurisdiction of any Court; or, by legal action in Court to seek a restraining order, a temporary or permanent injunction, compensatory damages, exemplary damages; or, a by combination of any of the aforesaid methods and remedies; and, the **Declarant**, as **Owner**, and each **Residential Owner**, and the **Association** hereby covenant, and thereby agree, that any private agreement which is made in the settlement of a dispute, any accord, any mediation agreement or arbitration award, or any Court order or judgment in such enforcement efforts, proceedings, and legal actions shall include the payment of enforcement expenses by the person or entity which attempts to breach or violate, or which breaches or violates these covenants, conditions, and restrictions – including, but not thereby being limited to, reasonable attorney fees and expenses incurred by the person or entity which is enforcing these covenants, conditions, and restrictions.

**[A]      Fines And Punitive Assessments.** The **Declarant as Owner**, each **Residential Owner**, and the **Association** hereby covenant, and thereby agree, that the **Association** acting by and through its **Board** hereby is granted the authority and power to establish rules and regulations for the enforcement of these covenants, conditions, and restrictions, which may



include, without limitation, provisions for fines to be associated with the breach of these covenants, conditions, and restrictions; provided, however, **that no fine for a particular violation shall be greater than Five Hundred Dollars [\$500.00] per occurrence;** and, provided further, however, that, with regard to violations which may persist for a number of days, the **Board**, in its discretion, may define each additional day of violation to constitute a separate occurrence of that violation. Each **Residential Owner** hereby covenants, and thereby agrees, that the **Association**, acting by and through its **Board**, has the authority also, under these covenants, conditions, and restrictions, to convert and to impose and assess any fine which a **Residential Owner** does not pay promptly as a **Punitive Assessment** upon and against any and every **Lot** in the **Subdivision** which the delinquent **Residential Owner** owns; and, to enforce the collection of that **Punitive Assessment** as herein above declared and stated in these covenants, conditions, and restrictions.

**[B] No Waiver Results From Inaction.** The **Declarant** as **Owner**, each **Residential Owner**, and the **Association** hereby covenant, and thereby agree, that inaction, or a failure to enforce these covenants, conditions, and restrictions, by or on the part of the **Declarant** as **Owner**, the **Residential Owners**, or the **Association** – whether by reason of a lack of information, adverse result in an arbitration award or Court order or judgment, or for any other reason whatsoever, and regardless of duration (except for any applicable statute of limitations) or frequency of occurrence – is not, and shall not be deemed to be a **waiver** of any claim or cause of action for the enforcement of these covenants, conditions, and restrictions; and, does not and shall not be deemed to result in any **equitable laches** with respect to any claim or cause of action for the enforcement of these covenants, conditions, and restrictions.

**[10.06] Severability.** The **Declarant** as **Owner**, each **Residential Owner**, and the **Association** hereby covenant, and thereby agree, that the provisions of this document are severable; and, if any part, or parts, of these covenants, conditions, and restrictions are determined to be invalid or unenforceable by the final order of a Court of competent jurisdiction, and following unsuccessful appeal or the expiration of time to appeal, that such partial invalidity or unenforceability shall not affect adversely the validity and enforceability of all other covenants, conditions, and restrictions which are declared and stated in this document, which shall remain in full force and effect.





**[10.07]      Headings.** The **Declarant** declares and states that the headings to articles, sections, and subsections of these covenants, conditions, and restrictions are for purposes of convenient reference; and, that those headings are not intended by the **Declarant** to have any substantive effect upon the legal interpretation, construction, or application of these covenants, conditions, and restrictions.

**[10.08]      Mailing Of Notices.** Each **Residential Owner** hereby covenants, and thereby agrees, to provide the **Association**, through its **Board**, with the current mailing address of that **Residential Owner**; and, the **Board** shall maintain a current registry of **Residential Owners** and their mailing addresses, and other pertinent contact information. Any and all notices which are required, or which otherwise may be occasioned by, these covenants, conditions, and restrictions, shall be sent by mail to the most current address shown in the aforesaid registry of **Residential Owners**. The mailing address of the **Declarant**, the **Association**, and the **Board** is: 23 Country Club Lane, Sheridan, Wyoming 82801; and, any notice or other communication that is sent to the **Declarant**, the **Association**, or the **Board** in connection with these covenants, conditions, and restrictions must be mailed, or otherwise be personally delivered, to that address; or, to such alternative or subsequent address as the **Declarant**, **Association**, or **Board** hereafter may specify.

**[10.09]      Non-Reliance.** Any projection or proposal which is made by the **Declarant** in these covenants, conditions, and restrictions, regarding the development of any additional parcels of property for residential purposes, or the expansion of **Common Area**, or the expansion of **Dedicated Area** – both in terms of geographic extension or expansion and in terms of the nature or kinds of use or amenities to be associated with the **Subdivision** – are intended by the **Declarant** to be only preliminary and non-binding observations, expressions, and potential plans; and, each **Residential Owner** and the **Association** hereby covenant, and thereby agree, that each and every such projection or proposal by the **Declarant** herein above, if any, are **not**, and shall **not** be, legally interpreted, construed or applied as solicitations, inducements, material representations, promises, or contractual commitments of the **Declarant**; and, that each **Residential Owner** is **not** entitled to rely upon, and has **not** relied upon, any such projection or proposal by the **Declarant** herein above, if any.



**[10.10]      Dispute Resolution.** The **Declarant as Owner**, and each **Residential Owner**, hereby covenant, and thereby agree that any and all disagreements or matters-in-dispute between the **Declarant as Owner**, or any **Residential Owner**, or between **Residential Owners**, with reference to the legal interpretation, construction, or application of these covenants, conditions, and restrictions shall be submitted to, and determined and decided upon finally by the **Board**; and, that the final decision of the **Board** shall be binding upon all affected persons; *except and unless*, any such final decision of the **Board** is without any basis in fact or otherwise is contrary to law.

**[10.11]      Priority Of Authority.** The **Declarant as Owner**, and each **Residential Owner**, acknowledge that the **Subdivision** is associated with the **Powder Horn Ranch Planned Unit Development** and the **Powder Horn Ranch II Planned Unit Development** in Sheridan County, within the State of Wyoming; and that, as such, the **Subdivision** also is subject to the **Declaration Of Covenants, Conditions, And Restrictions For The Powder Horn** [i.e., **Powder Horn Covenants**], as amended and supplemented, and also is subject to the **Residential Development Standards of the Powder Horn Ranch, L.L.C., and the Powder Horn Ranch – 2, L.L.C.**, as amended and supplemented, which are filed of public record with the Clerk and Recorder of Sheridan County, State of Wyoming. In the event of any material difference between the covenants, conditions, and restrictions which are declared and stated in this document with special reference and application to the **Creekside Cabins At The Powder Horn Subdivision**, to which they expressly pertain, and those other aforesaid and more general **Powder Horn Covenants** and **Powder Horn Residential Development Standards**, the **Declarant as Owner**, each **Residential Owner**, and the **Association** hereby covenant, and thereby agree, that the provisions of the covenants, conditions, and restrictions which are declared and stated in this document shall have superior priority of authority over the said **Powder Horn Covenants** and **Powder Horn Residential Development Standards** in matters which pertain specifically to the lands and land use within the perimeter of the **Creekside Cabins At The Powder Horn Subdivision**, as herein above described, and particularly with regard to such instances in which and to the extent that the covenants, conditions, and restrictions that are declared and stated in this document are more stringent than the provisions of those other more general documents.

[Note. The remainder of this page intentionally is left blank.]



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BOOK: 576 PAGE: 445 FEES: \$144.00 MFP DECLARATION OF CC  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

### SIGNING AND ACKNOWLEDGMENTS

IN WITNESS WHEREOF, THE DECLARANT SIGNS BELOW this  
22<sup>ND</sup> day of August, 2018.

**Cottage Builder, L.L.C. – The Declarant**  
**[A Wyoming Limited Liability Company]**

By: Homer Scott, Jr.  
**Homer Scott, Jr. – Manager**

### ACCEPTANCE AND APPROVAL

THE ENTIRE FOREGOING “SUPPLEMENTARY DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR THE CREEKSIDE CABINS AT THE POWDER HORN” HEREBY IS ACCEPTED AND APPROVED, as having been made under and as being complementary to the authority and power of **Powder Horn Ranch, LLC**, and of **Powder Horn Ranch – 2, LLC**, with reference to a platted subdivision within the perimeter boundaries of **Powder Horn Ranch PUD** and **Powder Horn Ranch II PUD** in Sheridan County, within the State of Wyoming; and, as being supplementary to and consistent with **ARTICLE II; Subsection 2.02[a]**, and all other provisions of and in the **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE POWDER HORN**, which initially was recorded in the office of the Clerk and Recorder for Sheridan County, within the State of Wyoming, on September 27, 1995, in **Book 375**, commencing at **Page 563**, and as and if thereafter amended, restated, or otherwise modified; and, with particular reference and regard to the subdivided additional lands which the **Declarant** describes herein-above in this document.

**Powder Horn Ranch, LLC &**  
**Powder Horn Ranch – 2, LLC**

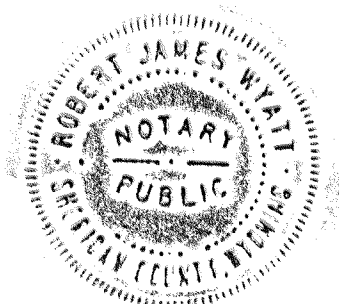


By: Homer Scott, Jr.  
Homer Scott, Jr. – Manager

### ACKNOWLEDGMENTS

STATE OF WYOMING       )  
  )  
County Of Sheridan       )       ss.

The foregoing document, which is entitled as **SUPPLEMENTARY DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR THE CREEKSIDE CABINS AT THE POWDER HORN**, was signed and acknowledged before me on the 22<sup>ND</sup> day of August, 2018, by **Homer Scott, Jr.**, who is the **Manager of Cottage Builder, L.L.C.**, which is the **Declarant** therein appearing and signing, as witnesseth my hand and official seal.



Robert James Wyatt  
Notary Public

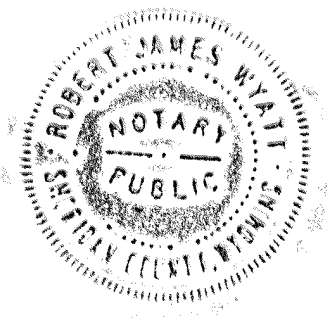
My commission expires: March 19, 2019

STATE OF WYOMING       )  
  )  
County Of Sheridan       )       ss.

The foregoing document, which is entitled as **SUPPLEMENTARY DECLARATION OF COVENANTS CONDITIONS AND**



**RESTRICTIONS FOR THE CREEKSIDE CABINS AT THE POWDER HORN**, was signed and acknowledged before me for purposes of **acceptance and approval** on the 22<sup>Nd</sup> day of August, 2018, by **Homer Scott, Jr.**, who is the **Manager** of **Powder Horn Ranch, LLC**, and of **Powder Horn Ranch - 2, LLC**, and who personally is known to me; as witnesseth my hand and official seal.



*Robert James Wyatt*  
**Notary Public**

My commission expires: March 19, 2019



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 BOOK: 576 PAGE: 448 FEES: \$144.00 MFP DECLARATION OF C  
 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

**NO. 2018-745188 DECLARATION OF COVENANTS**  
 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
 ROBERT WYATT PO BOX 846  
 SHERIDAN WY 82801