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**CRESTVIEW ESTATES HOMEOWNERS  
ASSOCIATION, INC.**

**AMENDED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

**CPA Network, Inc.**  
**Dorr, Bentley & Pecha, CPAs**

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AMENDED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

CRESTVIEW ESTATES HOMEOWNERS ASSOCIATION, INC.

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AMENDED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
CRESTVIEW ESTATES HOMEOWNERS ASSOCIATION

WHEREAS, the Crestview Estates Homeowners Association is a corporation duly organized under the laws of the State of Wyoming and in good standing with the Secretary of State of the State of Wyoming; and,

WHEREAS, the association has the power and authority to impose, control and enforce covenants, conditions and restrictions upon the members of the association; and,

WHEREAS, a certain Declaration of Covenants, Conditions and Restrictions of Crestview Estates Homeowners Association was filed for record at Book 575 of Photos, page 21 of the records of the Clerk of Campbell County and Ex-Officio Register of Deeds, Campbell County, Wyoming; and,

WHEREAS, the association herein desires to amend the covenants, conditions and restrictions filed for record at Book 575 of Photos, page 21.

NOW, THEREFORE, the association hereby declares that all of the properties described in the Declaration of Covenants filed at Book 575 of Photos, page 21 shall be held, sold and conveyed subject to the following amended easements, restrictions, covenants and conditions which are for the purpose of protecting

the value and desirability of and which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof and which are intended not to be merely personal.

## ARTICLE I.

### DEFINITION

Section 1: ASSOCIATION shall mean and refer to CRESTVIEW ESTATES HOMEOWNERS ASSOCIATION, INC., a nonprofit Wyoming Corporation, its successors and assigns.

Section 2: OWNER shall mean and refer to the record owner, whether one or more persons or entities, of any lot which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. The owner of any lots in a cooperative shall be the cooperative corporation.

Section 3: PROPERTIES shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, or which is owned in fee simple by the ASSOCIATION.

SECTION 4: COMMON AREA shall mean all real property owned by the Association for the common use and enjoyment of the

owners.

SECTION 5: LOT shall mean and refer to any plat of land shown upon recorded subdivision map of the Properties with the exception of the Common Area, if any, and streets therein.

SECTION 6: MULTI-FAMILY STRUCTURE shall mean a building or buildings designed to be used by more than one family for residential purposes and located on a Lot with one record owner. A Multi-Family Structure shall include, but not be limited to: apartment buildings and duplexes, unless on separate lots.

SECTION 7: The term COVENANTS as used herein shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this DECLARATION.

SECTION 8: The term BOARD OF DIRECTORS or BOARD used herein shall mean and refer to the duly elected Board of Directors of the Association having its normal meaning under Wyoming Corporate Law.

SECTION 9: AREA OF COMMON RESPONSIBILITY shall mean and refer to the Common Area, together with those areas, if any which by contract with any residential or condominium association, with any commercial establishment or association, or with any apartment building owner or cooperative within Crestview Estates become the responsibility of the Association. In addition, any

manager's office located on the Properties shall be a part of the Area of Common Responsibility.

SECTION 10: MEMBER shall mean and refer to a person or entity holds membership in the Association, as provided herein.

SECTION 11: MORTGAGE shall include a beneficiary or holder of a deed of trust as well as a mortgage.

SECTION 12: MORTGAGEE shall include a beneficiary or holder of a deed of trust as well as a mortgagee.

SECTION 13: MORTGAGOR shall include the trustor of a deed of trust as well as a mortgagor.

SECTION 14: PERSON means a natural person, a corporation, a partnership, trustee, or other legal entity.

## ARTICLE II.

### NATURE AND PURPOSE OF COVENANTS

The covenants, conditions and restrictions set forth in the Declaration constitutes a general scheme for the development, protection and maintenance of the Properties to enhance the value, desirability and attractiveness of the lots and Common Area for the benefit of all Owners and lots therein. Those covenants, restrictions, conditions are imposed and upon the Owners of all lots. Said covenants, conditions and restrictions are for the benefit of all lots, and shall bind the Owners of all such lots. Such covenants, conditions and restrictions shall be



a burden upon and a benefit to not only the original owner of each Lot but also his successors and assigns. All such covenants, conditions and restrictions are intended as and are hereby declared to be covenants running with the land or equitable servitude upon the land as the case may be.

### ARTICLE III.

#### PROPERTY RIGHTS

Section 1: OWNER'S EASEMENTS OF ENJOYMENT: Every owner shall have a right and an easement of enjoyment and use in and to the Common Area, including the pressurized water system, all wells and pumps, the community sewage systems including the sewage lagoon and sewer lines, the street lighting system and the streets within said properties, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a) The right of the Association to assess and charge a reasonable maintenance, operation and usage fee for said water system and streets and to charge a reasonable admission and other fees for the use of any recreational facility situated upon the Common Area and to impose such charge or assessment as a lien against any property for which such charge or lien has not been paid in accordance with these Declaration, By-Laws and Articles

of Incorporation;

b) The right of the Association to suspend the voting rights and right to terminate the use of said utilities and facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

c) The right of the Association to dedicate or transfer all or any part of the Common Area, if any, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective until an instrument signed by a majority of the members agreeing to such dedication or transfer has been recorded;

d) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving or operating said systems and facilities and in aid thereof to mortgage said properties and the rights of such mortgages in such properties shall be subordinate to the rights of the homeowners hereunder;

e) The right of the Association, through its Board of Directors, to adopt and publish rules and regulations and usage fees with respect to said utility facilities and to determine the time and manner of use of the recreation facilities by the

members.

Section 2: DELEGATION OF USE: Any owner may delegate, in accordance with the By-Laws, his right of enjoyment and use in and to the Common Area, facilities and said utilities to the members of his family, his tenants, or contract purchasers who reside on the property.

#### ARTICLE IV.

##### USE OF RESIDENTIAL LOTS AND COMMON AREA

All real property within the subdivision shall be held, used and enjoyed subject to the following limitations and restrictions.

Section 1: USE: Each lot within the Properties, except for the Common Area and commercially zoned lots, shall be improved, used and occupied only for private residential purposes consistent with the zoning regulations and building codes for the County of Campbell in effect on the date that said construction, improvements, use or occupations begins.

Section 2: MAINTENANCE OF PROPERTY: No lot within the Properties shall be permitted to fall into disrepair, and all property within the Common Area, including any improvements and landscaping thereon, shall be kept and maintained in a clean, safe, attractive and sightly condition and in good repair. Maintenance, repair and upkeep of each lot shall be the

responsibility of the Owner of the lot. Maintenance, repair and upkeep of the Common Area shall be the responsibility of the Association. Violation of this provision by an Owner shall permit the Association, after ten (10) days notice, to enter on the lot of the Owner and cure the violation or cause compliance with this provision and to levy and collect a Reimbursement Assessment for the costs and expenses of the Association in so doing; provided, however, that there shall be no entry into the interior of an Improvement intended for human occupancy without the consent of the Owner thereof unless a clear emergency exists using a reasonable man standard.

Section 3: NO NOXIOUS OR OFFENSIVE ACTIVITY: No noxious or offensive activity shall be carried on upon any lot within the properties nor shall anything be done or placed thereon which is or may become a nuisance or cause an unreasonable embarrassment, disturbance or annoyance to others.

Section 4: ANNOYING SOUNDS OR ODORS: No sound or odor shall be emitted from any lot within the properties which is noxious or unreasonably offensive to others. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, other than security devices used exclusively for security purposes, shall be located or used on any property except with the prior written approval of

the Construction Committee.

Section 5: NO HAZARDOUS ACTIVITIES: No activity shall be conducted on and no improvement shall be constructed on any property within the Common Area which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property and no open fires shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a well-designed interior or exterior fireplace.

Section 6: NO UNSIGHTLINESS: No unsightliness shall be permitted on any lot which is visible from any other lot or from the Common Area. Without limiting the generality of the foregoing, all unsightly conditions, structures, facilities, equipment, objects and conditions shall be enclosed within a structure including snow removal equipment and garden or maintenance equipment except when in actual use.

Section 7: RESTRICTIONS ON GARBAGE AND TRASH: No refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse or debris of any kind shall be kept, stored or allowed to accumulate on any lot except within an enclosed structure or appropriately screened from view except that any such container may be placed in a

designated area for garbage or trash pickup no earlier than 6 P.M. on the day preceding trash pickup of such garbage and trash and shall be returned to an enclosed structure or an area appropriately screened from view no later than 12 noon on the day following the date of pickup of such garbage and trash.

Section 8: NO TEMPORARY STRUCTURES: No tent, shack, temporary structure or temporary building shall be placed upon any property within the properties except with the prior written consent of the Construction Committee obtained in each instance.

Section 9: RESTRICTION ON ANTENNAE, PIPES AND UTILITY LINES: Pipes for water, gas, sewer, drainage or other purposes and wires, poles, antennae and other facilities for the transmission or reception of audio or visual signals or electricity, and utility meters or other utility facilities shall be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure. No exterior radio antenna, television antenna, or other antennae of any type shall be erected or maintained on the properties provided that the Construction Committee may give its consent to the erection of such antenna in accordance with the provisions herein. A master antenna or cable television antenna or antennae may, but need not, be provided for use of all owners or a group of owners.

Section 10: RESTRICTIONS ON SIGNS AND ADVERTISING DEVICES:

No sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere within the properties so as to be evident to public view except signs as may be approved in writing by the Construction Committee. A sign advertising a lot for sale or for lease may be placed on such lot; provided, however, that the dimensions, color, style and location of such sign shall be determined from time to time by the Construction Committee.

Section 11: RESTRICTIONS ON MINING OR DRILLING: No lot within the properties shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth except drilling, exploring for or removing underground water by the Association or any person designated by the Association for the purpose of providing water service to property within the boundaries of the property subject to these declarations and except mining, drilling or exploring for oil, gas or other hydrocarbons, or minerals by any owners of mineral interests reserved prior to the recordation of this Declaration.

Section 12: MAINTENANCE OF DRAINAGE: There shall be no interference with the established drainage pattern over any property within the properties except as approved in writing by the Construction Committee. Approval shall not be granted unless

provision is made for adequate alternate drainage. The "established drainage pattern" shall mean the drainage pattern which exists at the time the overall grading of any property is completed and shall include any established drainage pattern shown on any plans approved by the Construction Committee. The established drainage pattern may include the drainage pattern from Common Areas over any lot, lot over the Common Areas, or from any lot over another lot.

Section 13: COMPLIANCE WITH LAWS: Nothing shall be done or kept on any lot within the properties in violation of any law, ordinance, rule or regulation of any governmental authority having jurisdiction.

Section 14: RESTRICTIONS ON WATER SYSTEMS: No individual water supply shall be installed or maintained for any property within the properties unless such system is approved in writing by the Construction Committee and is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of said Committee or other governmental authority having jurisdiction.

Section 15: RESTORATION IN THE EVENT OF DAMAGE OR DESTRUCTION: In the event of damage or destruction of any improvement on any lot, the Owner thereof shall cause the damage or destroyed improvement to be restored or replaced to its



original condition or such other condition as may be approved in writing by the Construction Committee or the Owner shall cause the damage or destroyed improvement to be demolished and the lot to be suitably landscaped subject to the approval of the Construction Committee so as to present a pleasing and attractive appearance.

Section 16: ARCHITECTURAL STANDARDS:

Section .16.1: All property which is now or may hereafter be subjected to this Declaration is subject to architectural and environmental review. This review shall be in accordance with this Article and each standards as may be promulgated by the Board or the Construction Committee. Any obligations to enforce provisions relating to historic preservation shall become the responsibility of the Association and the committees created in this Article shall ensure compliance therewith. The Board of Directors shall have the authority and standing on behalf of the Association to enforce in courts of competent jurisdictions decisions of either the Board or Committee.

Section 16.2: CONSTRUCTION COMMITTEE: The Construction Committee (CC) shall have the exclusive jurisdiction over all original construction on any portion of the Properties and over any modifications as provided in Section 16.3 herein.

The CC may promulgate Architectural and Environmental Standards and Application procedures. It shall make both available to owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Properties and shall conduct its operations in accordance therewith. The Board of Directors shall appoint the members of the CC which shall consist of three (3) members, all of whom shall be required to be residents of Crestview Estates.

Section 16.3:           MODIFICATIONS:           The Construction Committee (CC) as described in Section 16.2, shall also have jurisdiction over modifications, additions or alterations made on or to existing Residential Units or structures containing Residential Units and the open space, if any, appurtenant thereto.

The Construction Committee may promulgate detailed standards and procedures governing modifications. In addition thereto, the following shall apply: plans and specifications showing the nature, kind, shape, color, size, materials and location of such modifications, additions or alterations shall be submitted to the Construction Committee for approval as to quality of workmanship and design and harmony of external design with existing structures and as to location in relation to surrounding structures, topography and finish grade elevation.

Nothing contained herein shall be construed to limit the right of an owner to remodel the interior of his residence or to paint the interior of his residence any color desired. In the event the CC fails to approve or to disapprove such plans or to request additional information reasonably required within 45 days after submission, the plans shall be deemed approved.

Section 17: GENERAL RESTRICTIONS: There shall be no buildings or fences constructed in the open area. Yards are hereby restricted to 4,000 square feet of watered lawn, no matter whether sodded grass, seeded, grassed or natural grasses.

The owner of each lot shall insure that weeds are cut prior to July 15th of each year to prevent a fire hazard.

Section 18: PETS AND OTHER ANIMALS: Dogs, cats or usual and ordinary household pets may be kept in any dwelling unit upon a lot (not to exceed a total of two (2) pets may be kept, provided they are not kept, bred and maintained for any commercial purpose). Except as hereinabove provided, no animals, livestock, birds or poultry shall be brought within the Properties or kept on any lot thereon, subject to the fees, rules and regulations adopted by the Association. No boarding of horses shall be allowed on any lot. No dogs shall be allowed to be outside a dwelling except if said dog is chained or properly restrained by a fence.

Section 19: COMMERCIAL USE: No part of the residential Properties shall be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or such other non-residential purposes including but not limited to stores, shops, repair shops, storage or repair garage, restaurant, dance hall or other public place of amusement, except Builders, its successors or assigns, may use the Properties for a model home site, and display and sales office during the construction and sales period.

Section 20: TRASH COLLECTION: All rubbish, trash and garbage shall be regularly removed from the properties, and shall not be allowed to accumulate thereon. Each lot owner shall be responsible for arranging for private monthly pickup and removal of garbage.

Section 21: CONSTRUCTION: Except as herein provided, all construction shall be new and be placed on a permanent foundation. Upon application to the Construction Committee and with their majority consent, an existing residential unit may be moved onto a lot so long as it conforms to any requirements set by the Construction Committee and is placed on a permanent foundation. In any event, the principal dwelling shall have a minimum fully enclosed ground floor area developed to living purposes, exclusive to porches, terraces and garages, of 1000

square feet; except that where the said principal dwelling is 1-1/2 or 2-story dwelling, the minimum may be reduced to 800 square feet of ground floor area, provided that the total living area of the 1-1/2 or 2-floors is not less than 1,200 square feet of finished construction. In the multi-family lots said minimum construction area shall be 750 square feet per unit. No owner, contractor or developer shall erect a fence in the front yard of a dwelling greater than 36" in height. Once construction of a residential unit has commenced, it must be completed within 270 days.

Section 22: OFF-STREET PARKING: In the multi-family units exceeding a two-family unit in size parking for cars shall be provided at the side of the unit or at the rear of the unit, if possible, at the discretion of the Construction Committee.

Section 23: WATER METERS: It shall be the responsibility of the landowner in possession to insure that a functional and operative water meter with an outside readout, approved by the Construction Committee, is installed at each dwelling. There shall be a Fifty Dollar (\$50.00) per dwelling fee per month for out of service meters. This fee shall be in addition to the normal monthly assessment.

#### ARTICLE V.

#### MEMBERSHIP AND VOTING RIGHTS

Section 1: MEMBERSHIP: Every person or entity who is the record owner of a fee or undivided fee interest in any lot that is subject to this Declaration shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from such ownership. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership. No owner, whether one or more persons, shall have more than one membership per lot owned. In the event of multiple owners of a lot, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a member or the member's spouse, but in no event shall more than one (1) vote for each member be cast for each lot.

Section 2: VOTING: Each member as described herein shall be entitled to one (1) vote per lot owned.

#### ARTICLE VI.

#### COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1: MAINTENANCE: The Association shall maintain and keep in good repair the Common Area, if any, such maintenance to be funded, as hereinafter provided; provided, however, any sidewalk which may be a part of the Common Area, if not dedicated

to public maintenance, shall be maintained by the Association even if part of the Common Area or elements of a residential association. This maintenance shall include, but not be limited to, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures and improvements situated upon the Common Area.

Section 2: PURPOSE OF ASSESSMENTS: The Association shall have the power and authority to levy assessments upon the owner of each lot to be used for maintenance purpose as described above. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the maintenance, preservations and operation of the pressurized water system, sewer system, including wells, pumps, streets and of the Common Area.

Section 3: MAXIMUM ANNUAL ASSESSMENT: The annual assessment for a single family residence shall be Three Hundred Sixty Dollars (\$360) per lot at Thirty Dollars (\$30) per month, said \$30 entitling each lot 12,000 gallons of water per month. Any additional water used over the 12,000 gallons per month shall be billed to the lot owner at a rate of Three Dollars (\$3.00) per thousand (1,000) gallons. For lots other than those listed above, the assessment rate shall be as follows:

a. for a townhouse or any unit with a zero lot line, the assessment shall be equal to 75% of the annual assessment set forth above or as amended as set forth herein.

b. for a multi-family structure the assessment shall be equal to 60% of the annual assessment as above times the number of individual family units in said multi-family structure;

c. for undeveloped lots the assessment shall be 25% of the assessment set forth above or as amended as set forth herein;

d. the maximum annual assessment may be increased yearly not more than 10% above the maximum assessment for the previous year without a majority vote of the membership in person or by proxy at a meeting duly called for this purpose.

e. The above assessment schedules shall apply regardless of whether the residence is occupied or vacant.

Section 4: SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS:

In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon said utilities, streets and Common Area, if any, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes



of all members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5: NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3 AND 4: Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast a majority of all the votes of the members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6: DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS DUE DATE: The annual assessment provided for herein shall continue as to each lot as previously provided. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors and, unless otherwise provided, the

Association or its assigns shall collect each month from the owner of each lot one-twelfth (1/12) of the annual assessment for such Lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7: EFFECT OF NONPAYMENT OF ASSESSMENT - REMEDIES OF THE ASSOCIATION:

A. DELINQUENCY: Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment not paid within thirty (30) days after its due date, the Association may at its election require the Owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed \$10 per each delinquent assessment, plus interest at the rate of 10% per annum on such assessment.

B. CREATION OF LIEN: The amount of all delinquent regular or special assessment plus late charges, interest thereon and any expense reasonably incurred in collecting an/or enforcing such assessments, including reasonable attorney fees, shall be and become a lien upon the lot so assessed which shall attach to

the lot as of the time the Association causes to be recorded in the office of the County Clerk of Campbell County, Wyoming, a Notice of Assessment of Lien, which shall state:

- i. the amount of the delinquent assessment and such related charges as may be authorized by this Declaration;
- ii. the name of the owner of record or reputed owners of the lot;
- iii. a description of the lot against which the lien has been assessed.

The notice shall be signed by two officers of the Association. The assessment lien shall also be deemed to secure all of the foregoing items which shall become due and/or incurred relative to the lot after the recordation of the Notice of Assessment Lien until the completion of the enforcement of the lien or the payment of the full amount secured by the lien, or other satisfaction to be made in connection therewith. No proceeding or action shall be instituted to foreclose the lien until notice of intention to proceed to foreclose the lien has been delivered by the Association to the owner of the lot affected by the lien at least thirty (30) days prior to the commencement of any such action or proceeding. The assessment lien may be enforced by judicial foreclosure; provided, however, that said method of enforcement shall not be exclusive but shall

be in addition to any other rights or remedies which the owner or the Association may have by law or otherwise. The Association shall also have the right to bid at any such foreclosure sale and to hold, lease, mortgage and convey such lot upon its purchase. Upon payment of the full amount secured by an assessment lien, including all authorized charges in accordance with the foregoing, or upon any other satisfaction duly made in connection therewith, the Association shall cause to be recorded a notice setting forth the fact of such payment and/or satisfaction and of the release of the assessment lien. Any assessment lien as to any lot shall at all times be subject and subordinate to any mortgage or deed of trust on the lots which is created in good faith and for value and which is recorded prior to the date of recordation of the assessment lien. In the event any assessment lien is destroyed by reason of the foreclosure of any prior mortgage or deed of trust on a lot, the interest in the lot of the purchase at the foreclosure shall be subjected to a lien to secure assessments levied on the lot in the same manner as provided above in this Article.

C. WATER SHUT OFF: Any assessment that remains delinquent for 60 days after it is due, will allow the Association at its election with or without notice, to shut off the water to the particular residence.

D. CUMULATIVE REMEDIES: The assessment lien and the rights to judicial foreclosure thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided. In a suit to recover a money judgment, the owner agrees to pay for costs and a reasonable attorney fee in addition to the delinquency.

E. MORTGAGE PROTECTION CLAUSE: No breach of the covenants, conditions and restrictions herein contained, nor any lien created hereby, shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against the owner whose title is deprived through foreclosure of trustee's sale, or otherwise.

Section 8: INSURANCE ASSESSMENTS: The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for the buildings and improvements subject the jurisdiction of the Association, excepting of course individually owned residences and other structures, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or construction work in the event of damage or destruction from any hazard, and

shall also obtain a broad form public liability policy covering all Common Areas, if any, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses.

In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal Governmental agency, with provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then negotiate with any contractor who shall be required to provide a full performance and payment bond for the repair, reconstruction and rebuilding of such destroyed building, buildings, or other improvements. In the event the insurance proceeds are

insufficient to pay all the costs of repairing and/or rebuilding the same condition as formerly, the Board of Directors may levy a special assessment against all owners in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained to make up any deficiency. In the event such insurance proceeds exceed the cost of repair and construction, such excess may be paid over to the owners in such proportions as the Board of Directors deem fair and equitable.

#### ARTICLE VII.

##### MANAGEMENT COMMITTEE

The Board of Directors may in its discretion appoint a Management Committee composed of three (3) or more representatives, consisting of one (1) board member and two (2) owners to supervise the management of, maintenance, preservation and use of the utilities, Common Area, if any, and related facilities described hereto.

#### ARTICLE VIII.

##### INSURANCE AND CASUALTY LOSSES

Section 1: INSURANCE: The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area and may, by written agreement with any other association in the Properties subject to this Declaration, assume

the insurance responsibility for the property held by or the responsibility of such other association against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall also obtain a public liability policy covering the Common Area, the Association, and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and if reasonably available, directors' and officers' liability insurance. The public liability policy shall have at least a Five Hundred Thousand Dollar (\$500,000) per person limit, as respects bodily injury, a One Million Dollar (\$1,000,000) limit per occurrence, and Two Hundred Fifty Thousand Dollar (\$250,000) minimum property damage limit. Premiums for all insurance on the Common Area shall be common expenses of the Association; premiums for insurance provided to other associations shall be charged to those associations. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

Cost of insurance coverage obtained for the Common Area.



shall be included in the General Assessment.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as Trustee, for the respective benefitted parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

a) All policies shall be written with a company licensed to do business in Wyoming and holding a rating of XI or better in the Financial Category as established by A.M. Best Company, Inc., if available, or if not available, the most nearly equivalent rating.

b) All policies on the Common Area shall be for the benefit of the owner and his mortgagees as their interest may appear.

c) Exclusive authority to adjust losses under policies in force on the property obtained by the Association shall be vested in the Association's Board of Directors; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by

individual owners, occupants, or their mortgagees, and the insurance carried by the Association shall be primary.

e) All casualty insurance policies shall have an agreed amount endorsement with an annual review by one or more qualified persons at least one of whom must be in the real estate industry and familiar with construction in the Campbell County, Wyoming, area.

f) The Association's Board of Directors shall be required to make every reasonable effect to secure insurance policies that will provide for the following:

i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its Manager, the owners and their respective tenants, servants, agents and guests;

ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

iii) that no policy may be cancelled, invalidated or suspended on account of any one or more individual owners;

iv) that no policy may be cancelled, invalidated or suspended on account of the conduct of any director, officer or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter

within which the defect may be cured by the Association, its manager, any owner or mortgagee; and

v) That any "other insurance" clause in any policy exclude individual owners' policies from consideration.

2. Section 2: NO PARTITION: Except as is permitted in the Declaration, there shall be no physical partition of the Common Area or any part hereof, nor shall any person acquiring any interest in the Property or any part thereof seek any such judicial partition until the happening of the conditions set forth in Section 4 of this Article in the case of damage or destruction, or unless the properties have been removed from the provisions of this Declaration. This Section shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Section 3: DISBURSEMENT OF PROCEEDS: Proceeds of insurance policies shall be disbursed as follows:

a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction, as hereinafter provided. Any proceeds remaining after defraying

such costs of repairs or reconstruction to the Common Area, or in the event no repair or reconstruction is made after making such settlement as is necessary and appropriate with the affected owner or owners and their mortgagee(s), as their interests may appear, if any residential unit is involved, shall be retained by and for the benefit of the Association. This is a covenant for the benefit of any mortgagee of a residential unit and may be enforced by such mortgagee.

b) If it is determined, as provided for in Section 4 of this Article, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Section 3(a) hereof.

Section 4. DAMAGE AND DESTRUCTION:

a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in

which it existed prior to the fire or other casualty.

b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless at least a majority of the total voting members of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available. No mortgagee shall have the right to participate in the determination of whether the Common Area damage or destruction shall be repaired or reconstructed.

c) In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

Section 5: REPAIR AND RECONSTRUCTION: If the damage or destruction for which the insurance proceeds are paid is to be

repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against all owners in proportion to the number of lots owned by such owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

IX.

CAMPBELL COUNTY COMMISSIONERS

Pursuant to the subdivision regulations of Campbell County, Wyoming, in the event the Association shall fail to maintain the common facility in a reasonable order and condition in accordance with the original plan submitted with the final subdivision plat, the Board of County Commissioners shall serve written notice upon such organization or upon residents involved, setting forth the manner in which the Association has failed to maintain the facility in a reasonable condition, and said notice shall include a demand that such deficiencies of maintenance be corrected within thirty (30) days thereof, which shall be held within fourteen (14) days of the notice. At such hearing, the County may modify the terms of its original notice as to the

deficiencies, and may give an extension of time within which they shall be corrected. If the deficiencies set forth in the original notice or in the modifications thereof are not corrected within said thirty (30) days of any extension thereof, the County in order to preserve the taxable values of the property contained within the subdivision, and to prevent the common facilities from becoming a public nuisance and public liability, may undertake to maintain the same for a period of one (1) year. Before the expiration of said year, the County upon its initiative or upon the written request of the Association therefore responsible for the maintenance of the common facility, call a public hearing upon notice to such Association and to the residents involved, to be held by the Board of County Commissioners, at which hearing such Association and/or the residents shall show cause why such maintenance by the County shall not, at the election of the county, continue for a succeeding year. If the Board of County Commissioners shall determine that such Association is ready and able to maintain said common facility in a reasonable condition, the County shall cease to maintain said Common facility at the end of said year.

The cost of such maintenance by the County shall be paid by the owners of the properties within the subdivision that have a right to enjoyment or use of the common facility involved and any

unpaid assessments shall become a tax lien in the office of the County Clerk upon the property affected by such lien within the subdivision, and shall certify such unpaid assessments to the County Treasurer for collection, enforcement and remittance of general property taxes in the manner provided by law.

The Association may not be dissolved without the prior written permission of the Board of County Commissioners.

X.

#### GENERAL PROVISIONS

Section 1: ENFORCEMENT: The Association or any owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event any owner or the Association has to take legal action to enforce any provisions of this Declaration, it is agreed that the successful party shall be entitled to recover all costs and a reasonable attorney's fee from the unsuccessful party.

Section 2: SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall be no way affect any other provision which shall remain in full force



and effect.

Section 3: AMENDMENT: The covenants and restrictions of this Declaration shall run with the land for a term of twenty-five (25) years from the date of this Declaration is recorded unless amended as herein provided, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by not less than a majority of the members. Any amendment must be recorded.

Section 4: SCHOOL PROPERTY: The Campbell County School District, as owner of school site property in Crestview Estates Subdivision, shall be responsible for payment of costs and assessments in accordance with the terms of an agreement made by the Campbell County School Board with Crestview Development Company, Inc. The Campbell County School Board will not be a member of the Crestview Estates Homeowners Association. The rights given to Crestview Development Company, Inc., which are contained in that agreement and which are relevant to the payment of costs and assessments that are the responsibility of the homeowner's association are, hereby, assigned to Crestview Estates Homeowner's Association.

WITNESS WHEREOF, the undersigned, have hereunto set their hands and seal the 16<sup>th</sup> day of October, 1987.

CRESTVIEW ESTATES HOMEOWNERS ASSOCIATION, INC.

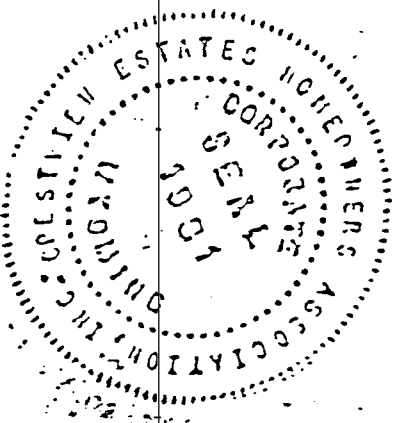
BOARD OF DIRECTORS:

[Signature]  
Gregory Jones, President

[Signature]  
Robert Pauli, Vice President

[Signature]  
Paul Suchor, Secretary/Treasurer

ATTEST: [Signature]

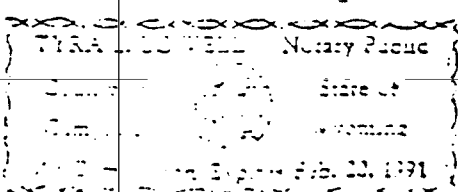


(SEAL)

STATE OF WYOMING        )  
                                  ) ss.  
COUNTY OF CAMPBELL    )

The foregoing instrument was acknowledged before me by Gregory Jones, Robert Pauli and Paul Suchor, officers of the Board of Directors of the Crestview Estates Homeowners Association, Inc., this 16<sup>th</sup> day of October, 1987.

Witness my hand and official seal.



[Signature]  
Notary Public

My Commission Expires: Feb 23, 1991