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## DECLARATION

### CENTENNIAL SAGE SUBDIVISION

**JACKSON RANCH PARTNERSHIP LLP**, a Wyoming registered limited liability partnership, "Declarant", hereby certifies that it is the owner in fee simple of that real property, described as follows:

A tract of land in the SW $\frac{1}{4}$  of Section 34, Township 16 North, Range 78 West of the 6th P.M., Albany County, Wyoming, more particularly described as follows: Beginning at the C $\frac{1}{4}$  of said Section 34 monumented by a BLM brass cap; thence South 00°15'01" East, 1,191.17 feet along the North-South centerline of said Section 34 to a point on the Northerly right of way of Wyoming Highway 130; thence 437.46 feet along said right of way (a curve to the left, radius = 1,054.93 feet, delta = 23°45'35", chord bears North 43°39'04" West, 434.34 feet); thence 210.4 feet along said right of way (a spiral to the left, chord bears North 59°28'57" West, 210.37 feet); thence North 61°32'00" West, 1,606.02 feet along said right of way to a point on the East-West centerline of said Section 34 monumented by a cap stamped "PELS 4822"; thence North 89°51'41" East, 1,887.70 feet along said East-West centerline to the point of beginning. Basis of bearing for survey is the North line of said SW $\frac{1}{4}$  of Section 34, i.e., North 80°51'41" East.

#### I. DIVISION OF LANDS INTO TRACTS

Declarant hereby divides the aforesaid lands into three tracts, as more particularly described and shown upon that certain PLAT of CENTENNIAL SAGE SUBDIVISION, prepared by Gertsch/Baker and Associates, dated October 20, 2003, and recorded concurrently with this DECLARATION in the Office of the County Clerk of Albany County, Wyoming (hereinafter referred to as the "PLAT"). The aforesaid lands shall hereafter be known as and may be referred to as the Centennial Sage Subdivision, and each Tract therein may be legally described and referred to for all purposes, as follows:

Tract \_\_\_\_\_ in the Centennial Sage Subdivision as more fully described in that certain DECLARATION of Centennial Sage Subdivision recorded on October 28, 2003 as Document No. 2003 \_\_\_\_\_ and in that certain PLAT recorded on October 28, 2003 as Document No. 2003 \_\_\_\_\_, in the Office of the County Clerk of Albany County, Wyoming.

Every such description shall be adequate and sufficient to convey, encumber, transfer or otherwise affect each such Tract within the Centennial Sage Subdivision.

## II. RESERVATIONS

**2.01 Sage Rock Road.** Declarant hereby reserves for the benefit and sole and exclusive use of all Owners of Tracts within the Centennial Sage Subdivision, their respective assigns, devisees, heirs, personal representatives, and successors, their respective guests, invitees, servants, and tenants, and for all fire protection and law enforcement agencies and private or public utilities providing services to all or any part of the Centennial Sage Subdivision, for ingress and egress to and from Wyoming Highway 130 and for the construction, maintenance, repair, and replacement of utilities, an easement for Sage Rock Road as more particularly described and shown upon the PLAT. This easement is a legal access onto Wyoming Highway 130 under The Wyoming Department of Transportation's Highway System as shown on Permit No. AL-08A-9140 which describes the location of the access permit as being at Milepost 28.39 RT and Left Station 1646+50 LT. This easement is for a private access road to serve the Centennial Sage Subdivision only, and does not create a public right-of-way or road. The benefit of this easement shall not be assigned or extended to benefit any lands other than the Centennial Sage Subdivision, any governmental entity, or the public in general.

**2.02 Additional Easements for Utilities.** If any utility may not be reasonably located within the easement described in Paragraph 2.01 because of prohibitive cost or because of the requirements of the utility provider, then Declarant reserves the right to establish additional utility easements across any Tract, provided that Declarant shall first consult with, and obtain the approval of the Owner of the Tract upon which such additional utility easement is required, and which approval the affected Owner shall not unreasonably withhold, with due regard for the cost to extend such utility and the requirements of the utility provider. Declarant shall bear the costs of any surveying and document preparation required with regard to any such additional utility easements requested by Declarant, and the affected Owner shall timely execute all required documentation to effectuate such additional utility easements.

**2.03 E. B. Hall Ditch.** Declarant hereby reserves unto itself, its assigns and successors, and other lawful users, the right to use and maintain, including a right of ingress and egress to and from, the E. B. Hall Ditch as shown on Permit No. 21508 as filed with the Wyoming State Engineer's Office.

## III. DISCLAIMERS

**3.01 Sage Rock Road.** There is **NO PUBLIC MAINTENANCE OF THE ROAD WITHIN THE EASEMENT DESCRIBED AND RESERVED IN ARTICLE II OF THIS DECLARATION.** All persons using Sage Rock Road hereby assume all risks, whether known or unknown, now existing or hereafter occurring, in any manner whatsoever arising out of or relating to the use of such easement and the road therein, and Declarant shall not be responsible for any injury to persons, including loss of life, or for any damage to property, suffered by any person using such easement and the road therein. Sage Rock Road is not dedicated to the benefit and use of the general public.

**3.02 Sewer.** There is **NO PROPOSED CENTRALIZED SEWAGE SYSTEM** for Tracts within the Centennial Sage Subdivision.

**3.03 Water.** There is **NO PROPOSED CENTRAL WATER SUPPLY SYSTEM** for Tracts within the Centennial Sage Subdivision.

a. All Owners of Tracts are advised to hire a reputable well drilling contractor and to construct their water well in accordance with the guidelines described in the Wyoming State Engineer's Office RULES AND REGULATIONS, PART III, WATER WELL MINIMUM CONSTRUCTION STANDARDS. An approved permit from the Wyoming State Engineer's Office is required prior to the drilling of a well.

b. All domestic water wells shall be drilled into the confined Cloverly Formation and cased not less than 100 feet below land surface. Wells drilled in the eastern portion of the Centennial Sage Subdivision may require depths of 1,500 feet (see Figure 3 Cloverly Depth as prepared by WWC Engineering, attached hereto and incorporated herein by this reference). Each well shall have the annulus from at least 50 feet below land surface to the surface, sealed with concrete or grout.

c. Water wells in the Centennial Sage Subdivision may not be constructed and/or used to supply domestic water to more than one Tract without first obtaining a permit from the Wyoming Department of Environmental Quality (Water Quality Division).

#### IV. PROTECTIVE AND RESTRICTIVE COVENANTS

Declarants hereby subject Tracts 1, 2, and 3 in the Centennial Sage Subdivision to the conditions, covenants, and restrictions set forth in this Article IV, the purpose of which is to protect and preserve the unique rural character of the Tracts, including the views and vistas, and underground water, and to preserve and protect the quality of life in and the value of the Tracts.

**4.01 Division of Tract.** No Tract shall be divided for any purpose or reason whatsoever.

**4.02 Improvements.**

a. **Minimum Disturbance.** The existing contour of the land and the existing vegetation shall be altered, changed, or disturbed, and the soil shall be excavated and graded, only to the extent reasonably necessary for access to, and for the construction, maintenance, repair, or replacement of, the improvements permitted under this Paragraph 4.02.

b. **Permitted Structures.** Not to exceed one single family dwelling, one barn, and one private garage and/or storage building shall be permitted on each Tract; no other buildings or structures whatsoever shall be permitted. No dwelling, accessory building, or other structure shall be constructed or erected within 100 feet of any boundary line of any Tract. Eaves, steps, and open porches of buildings shall not be considered as part of such improvements. All dwellings and accessory buildings shall be of new construction and of first quality materials, and all appropriate in character, design, and architecture for the area. No existing structure shall be moved onto any Tract, and no mobile building, home, or structure of any type whatsoever shall be permitted on any Tract, save and except that modular and premanufactured buildings, homes, or structures that are

constructed on permanent foundations shall be allowed. All construction of any structure shall be completed within one year after the date commenced, and the construction site shall at all times be maintained in a neat, orderly, and safe condition. Consideration shall be given to placing structures so as not to disrupt the view of other Tract Owners and to provide continuity with the natural surroundings.

**i. Floor Area:** Floor area means the sum of the gross horizontal areas of the several stories of a building measured from the exterior surfaces of the exterior walls, including lofts and staircases.

**(a) Minimum Floor Area of Dwellings:** The floor area of the dwelling shall be not less than 1,200 square feet.

**(b) Maximum Floor Area of Accessory Buildings:** The total, combined floor area of the accessory building(s), whether one or two, shall not exceed 2,400 square feet.

**ii. Exterior Colors:** The exteriors of all dwellings and accessory buildings, including exterior trim, shall be painted, preserved, or stained in earth tones of brown or grey. The roofs of all buildings shall be colored in tones of brown, copper, green, or grey.

**c. Septic & Water Systems.** All dwellings shall be connected to a duly permitted septic or wastewater treatment system and to a duly permitted domestic water system. All septic or wastewater treatment systems and all wells shall be constructed, maintained, repaired, and replaced in accordance with all applicable federal, state, and local laws and regulations.

**d. Fences.** The entire perimeter of each Tract (where the boundary line of a Tract lies partly or wholly within the road and utility easement, the boundary line of the easement lying within the Tract shall be considered the perimeter) may be enclosed with a standard livestock fence; a standard cattle guard or livestock gate shall be constructed at the place of access to the road. The perimeter livestock fence and the cattle guard or gate shall be constructed of new or like-new materials (except that railroad ties shall not be used in the construction of any fence, cattle guard, or gate), and shall at all times be kept in a good state of repair.

**i. Corrals:** Any corral for horses shall enclose not to exceed 2,000 square feet of area and shall be kept in a good sanitary and well-maintained condition.

**ii. Privacy Fences:** Privacy fences may be constructed for the sole purposes of enclosing the garden or yard of a dwelling or accessory building, and shall be constructed to enclose parking or storage areas for recreational vehicles, such as all-terrain type vehicles, boats, camp or horse trailers, motorcycles, motor homes, snowmobiles, etc. All privacy fences shall be constructed of all natural wood, preserved, stained, or treated in tones of brown or grey, with the most aesthetically pleasing side of the fence facing toward the exterior of the Tract; the maximum height of privacy fences shall be 10 feet.

iii. **Kennels:** One kennel for household pets of chain link construction enclosing not to exceed 400 square feet of area may be erected on each Tract.

e. **Accessories.** All accessories, such as butane or propane tanks, satellite dishes, and well pumps, shall be located and screened with privacy fences or vegetation so as not to be visible from any Tract.

f. **Exterior Lighting.** All exterior lighting shall be in accordance with the outdoor lighting regulation under the ALBANY COUNTY ZONING RESOLUTION. No exterior lighting, which is continuously on or which is light or time activated to be on from dusk to dawn, is permitted, and no exterior lighting shall be left on from dusk to dawn.

g. **Utilities.** All utility cables and lines shall be constructed underground, save and except only if the costs associated with burying any cables and lines are unreasonable, as compared to the costs of aboveground construction, an Owner of a Tract may install such cables and lines aboveground.

h. **Signs.** One name and/or address sign may be erected or installed on each Tract at the entrance to the Tract. No other signs, save and except for temporary "for sale" signs, are permitted.

**4.03 Single Family Residential Use.** Each Tract shall be used solely and exclusively for single family, residential purposes, and in accordance with the residential zone and land use classification under the ALBANY COUNTY ZONING RESOLUTION; no business or commercial activity whatsoever is permitted, save and except only for home business uses permitted in the residential zone and land use classification under the ALBANY COUNTY ZONING RESOLUTION.

a. **Horses & Household Pets.** Companion household pets such as domestic cats, and not to exceed a total of two dogs and a total of two horses, may be maintained on each Tract, for personal use only, provided, however, that horses may only be maintained on a Tract during the Summer and during the Fall big game hunting season; no commercial breeding, kenneling, stabling, or training of animals is permitted. No other animals, save and except as aforesaid, shall be maintained within the Centennial Sage Subdivision. Dogs, horses, and household pets shall be maintained within the confines of the Tract on which maintained, and shall not be allowed to stray out of the confines of such Tract. Horses may be actively exercised on a Tract, but shall at all other times be confined in a barn or corral; grazing of horses on a Tract is prohibited. All dogs, horses, and household pets shall be controlled, kept, maintained, and restrained so as not to interfere with the quiet enjoyment and peace of the other Owners within the Centennial Sage Subdivision and so as not to harass or interfere with wildlife.

b. **Recreational Vehicles.** Recreational vehicles, such as all-terrain type vehicles, motorcycles, and snowmobiles, etc., shall be operated only on Sage Rock Road and driveways, and shall at no time be operated cross-country or off-road.

c. **Firearms, Fireworks & Hunting.** No firearm shall be discharged, and no fireworks shall be displayed or used, and, there shall be no hunting whatsoever.

**d. Garbage & Refuse.** All garbage, refuse, and trash shall be regularly disposed of without the confines of the Centennial Sage Subdivision in accordance with all applicable federal, state, and local laws and regulations. No burning of garbage, refuse, or trash is permitted.

**e. Unsightly Items.** No commercial equipment, inoperable motor vehicles, or junk shall be located or stored on any Tract.

**f. Hazardous, Noxious, or Offensive Activities.** No hazardous, illegal, noxious, or offensive activities shall be permitted, nor shall anything be done or placed within a Tract which is or may become a nuisance. No sound shall be produced which is annoying or unreasonably loud.

**g. Mining.** No drilling (save and except of wells for domestic water), quarrying, or mining of any kind shall be permitted.

**h. Pollution.** No activity or condition shall be maintained or undertaken which would result in the pollution of the soil or of any surface water or well.

**4.04 Sage Rock Road & Driveways.** The Centennial Sage Association shall be solely responsible for the maintenance, reconstruction, and repair of the Sage Rock Road and for snow removal therefrom, provided that the construction, maintenance, reconstruction, and repair of all private driveways from or off of the Sage Rock Road shall be the sole responsibility, and at the sole expense, of the Owner of the Tract served by such private driveway.

**4.05 Centennial Sage Association.** The Centennial Sage Association is hereby created as an unincorporated, nonprofit association under the Wyoming Unincorporated Nonprofit Association Act, as said act may hereafter from time to time be amended.

**a. Purposes & Powers.** The general purposes of the Association are to enforce this Article IV and to promote the health, safety, and welfare of the residents of the Tracts. The Association shall also have the power to provide such additional services for the Tracts as the Owners may from time to time approve. For these purposes, the Association is hereby empowered to:

i. exercise all of the authority, powers, and privileges delegated to or vested in the Association by this Article IV or as may be reasonably implied as being necessary and proper hereunder, and to perform all of the duties and obligations established by this Article IV;

ii. fix, levy, collect, and enforce payment by any lawful means of, all assessments pursuant to this Article IV, and to pay all expenses in connection therewith and all expenses incident to the conduct of the business of the Association;

iii. grant interpretations of and variances to any condition, covenant, or restriction in this Article IV for good cause and to prevent undue hardship, provided that no variance shall alter or diminish the single family residential character of the area or adversely affect the health, safety, and welfare of the residents of the Tracts;

iv. adopt and publish rules and regulations governing the use of the Sage Rock Road; and

v. employ such firms or persons to perform any or all of the duties and obligations of the Association.

**b. Membership.** Every person or entity (including Declarant) who is an Owner of a Tract subject to this Article IV shall be a member of the Association, and such membership shall be appurtenant to and may not be separated from the ownership of the Tract. An Owner shall become a member upon conveyance of record to him of his Tract and shall cease being a member upon his conveyance of record of such Tract. No certificate or document, save and except a recorded conveyance to a Tract, shall be required to evidence such membership. For so long as Declarant owns any lands within the Centennial Sage Subdivision, Declarant shall be a member of the Association.

**c. Voting Rights.** Each member (excluding Declarant) shall be entitled to one vote for each Tract owned, save and except that the voting rights of any member who is more than 30 days past due on the payment of any assessment to the Association shall be automatically suspended until such assessment, together with interest, costs, and reasonable attorney's fees, is paid in full. Declarant shall have two votes for each Tract owned by Declarant within the Centennial Sage Subdivision. When more than one person holds an interest in any Tract, the vote for such Tract shall be exercised as they determine, but in no event shall more than one vote be cast on behalf of any one Tract.

**d. Action.** An action of the Association, or any approval required of the members under this Article IV, shall require the affirmative vote of a majority of all votes entitled to be cast, cast in person or by proxy, at a duly constituted meeting of the Association, or, without a meeting by written approval of such action signed by all members entitled to vote.

**e. Meetings.** Meetings of the Association may be called at any time by the written request of any member or members entitled to cast not less than two votes. Written notice of each meeting of the Association shall be given by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and the purpose of the meeting. Each member may vote in person or by proxy at all meetings of the Association. All proxies shall be in writing. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Tract.

**f. Books & Records.** Upon prior written request, the books, records, and papers of the Association shall be subject to inspection at a reasonable time and place by any member and by a mortgagee holding a duly recorded first or second mortgage against a Tract.

**g. Principal Office.** The Association shall designate a principal office from time to time.

**h. Dissolution.** The Association may be dissolved upon the written approval of all of the



members entitled to vote. Upon dissolution of the Association, the assets of the Association shall be distributed to the members in equal shares, or, to an appropriate public agency or nonprofit organization to be used for purposes broadly similar to those for which this Association was created.

**l. Limitations.** No part of the net earnings of the Association shall inure to the benefit of, or be distributed to, the members, except that the Association shall be authorized to pay reasonable compensation for services rendered.

**4.06 Assessments.** Declarant, for each Tract owned, hereby covenants, and each Owner by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments duly established as hereinafter provided. All such assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Tract against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Tract at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

**a. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to pay the obligations imposed upon the Association by this Article IV and to promote the health, safety, and welfare of the residents of the Tracts.

**b. Annual Assessments.** The Association shall establish annual assessments to meet its obligations under this Article IV, including specifically the obligations with regard to Sage Rock Road under Paragraph 4.04, and in regard to the operating expenses of the Association. The Association shall have the power to include within the annual assessment amounts to meet the costs of any additional or other service duly approved by the Association.

**c. Special Assessments.** In addition to the regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only.

**d. Approval of Assessments.** All assessments under this Paragraph 4.06 shall be subject to the approval of the Association as provided in Paragraph 4.05 d.

**e. Uniform Rate of Assessment.** Both annual and special assessments shall be fixed at a uniform rate for all Tracts.

**f. Commencement of Annual Assessments.** The annual assessments provided for herein shall commence as to all Tracts on such date as shall be established by the Association. The Association shall fix the amount of the annual assessment against each Tract at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every member subject thereto. The due dates for payment of such assessments shall be established by the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by the Association setting forth whether the assessments on a specified Tract have

been paid. A properly executed certificate of the Association as to the status of assessments on a Tract is binding upon the Association as of the date of its issuance.

**g. Effect of Nonpayment of Assessments.** Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the member personally obligated to pay the same, or foreclose the lien against the Tract. No member may waive or otherwise escape liability for the assessments provided for herein by non-use of his Tract.

**h. Subordination of Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first or second mortgage. Sale or transfer of any Tract shall not affect the assessment lien. However, the sale or transfer of any Tract pursuant to the foreclosure of a first or second mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer pursuant to a foreclosure or any proceeding in lieu thereof shall relieve such Tract from liability for any assessments thereafter becoming due or from the lien thereof.

**4.07 Enforcement.** The Association, or any member, shall have the right to enforce, by any proceeding at law or in equity, all conditions, covenants, and restrictions, and all assessments and liens now or hereafter imposed by this Article IV. The party prevailing in any enforcement action shall be entitled to recover his or its attorney's fees and costs of investigation and litigation. Failure by the Association or by any member to enforce any condition, covenant, or restriction, or any assessment or lien, herein contained shall in no event be deemed a waiver of the right to do so thereafter.

## V. GENERAL

**5.01 Severability.** Invalidation of any provision of this DECLARATION by judgment or court order shall in no manner affect any other provision in this DECLARATION or the enforceability thereof.

**5.02 Amendment.** This DECLARATION may be amended only upon the approval of the Owners of all three Tracts within the Centennial Sage Subdivision, and shall become effective only upon a writing reflecting such amendment being recorded in the Office of the County Clerk of Albany County, Wyoming.

**5.03 Effect.** This DECLARATION shall burden and run with all lands in the Centennial Sage Subdivision, shall be binding on all persons having any interest, right, or title in such lands or any part thereof and upon the assigns, devisees, heirs, personal representatives, and successors of such persons, and shall inure to the benefit of each Owner of a Tract within the Centennial Sage Subdivision.

Except where the context otherwise indicates, words in the singular shall include the plural, and words in the masculine gender shall include the feminine, and vice versa.

EXECUTED by the undersigned, being the Declarant herein, this 25 day of October, 2003.

**JACKSON RANCH PARTNERSHIP LLP**  
a Wyoming registered limited liability partnership

BY: Kathleen Hall Jackson  
KATHLEEN HALL JACKSON  
Partner

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF NIOBRARA        )

The foregoing DECLARATION of CENTENNIAL SAGE SUBDIVISION was acknowledged personally before me by KATHLEEN HALL JACKSON this 25 day of October, 2003.

Witness my hand and official seal.



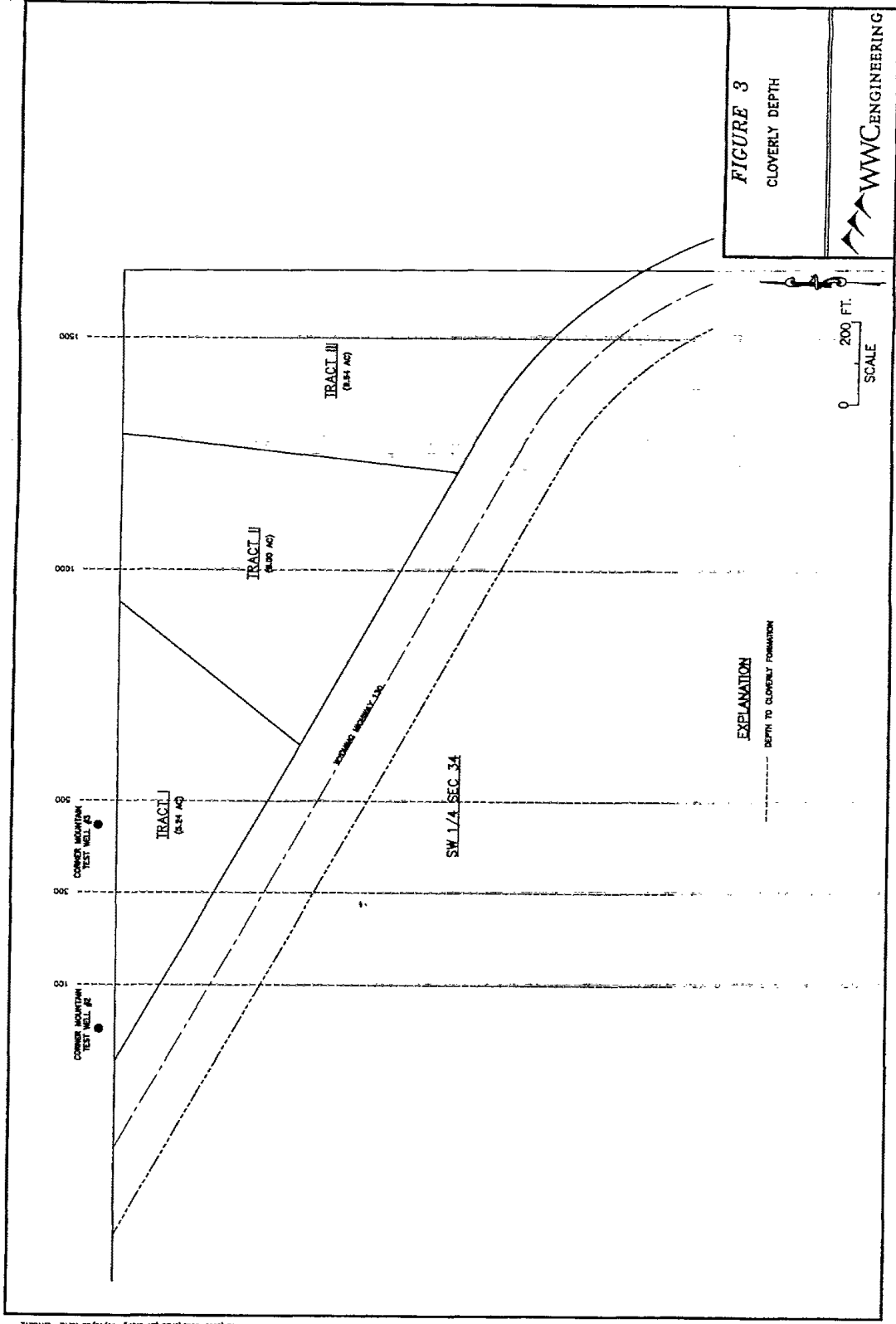
Kendra Joss Burns  
NOTARY PUBLIC

My Commission Expires: 09/18/04

ATTACHMENT: Figure 3 Cloverly Depth as prepared by WWC Engineering

ALBANY COUNTY, LARAMIE, WY  
JACKIE R GONZALES, ALBANY COUNTY CLERK

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