

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

CENTENNIAL HEIGHTS
CRAIG G. MADER AND DEBORAH A. MADER

TO THE PUBLIC

September 21 1990

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF CENTENNIAL HEIGHTS

THIS DECLARATION made on the date hereinafter set forth by CRAIG G. MADER and DEBORAH A. MADER, husband and wife, herein referred to as "DECLARANT".

WITNESSETH:

WHEREAS, DECLARANT is the owner of certain property in Campbell County, State of Wyoming, more particularly described as follows:

A parcel of land located in the North 1/2 Section 19, T50N, R72W, 6th P.M., Campbell County, Wyoming, being more particularly described as follows:

Commencing at the Northeast corner of Section 19; thence S 87°09'16" W, a distance of 1233.61 feet to the point of beginning; thence S 00°01'47" E, a distance of 1230.38 feet; thence S 89°58'13" W, a distance of 484.96 feet; thence S 0°01'47" E, a distance of 559.51 feet; thence N 89°58'13" E, a distance of 484.96 feet; thence S 00°01'47" E, a distance of 870.00 feet to a point on the midsection line of Section 19; thence S 87°08'20" W, a distance of 3363.36 feet; thence N 00°01'50" W, a distance of 2660.70 feet to a point on the North boundary of said Section 19; thence N 87°09'16" E along the North boundary of said Section 19, a distance of 3363.31 feet to the point of beginning.

A tract of land being all of the N1/2SW1/4 and the NW1/4SE1/4 of Section 19, T50N, R72W of the Sixth Principal Meridian, Campbell County, Wyoming, lying North of the northerly right of way boundary of the Burlington North Railroad. Said tract of land being described more particularly as follows:

Beginning at a point on the East-West centerline of said Section 19 at the northerly right of way boundary of the Burlington Northern Railroad from which the West one-quarter section corner of said Section 19 lies S 87°08'09" W, a distance of 571.40 feet; thence S 73°32'53" E along the said northerly right of way boundary of the Burlington Northern Railroad, a distance of 238.02 feet; thence southeasterly along the said northerly right of way boundary of the Burlington Northern Railroad along a curve to the left through a central angle of 22°14'14" with a radius of 2764.93 feet an arc distance of 1073.10 feet; thence N 84°12'53" E along the said northerly right of way boundary of the Burlington Northern Railroad a distance of 1713.21 feet; thence northeasterly along the said northerly right of way boundary of the Burlington

Northern Railroad along a curve to the left through a central angle of 4°35'23" with a radius of 5629.65 feet, an arc distance of 450.98 feet to the East boundary of the said NW1/4SE1/4 of Section 19; thence N 01°03'51" W along the said East boundary of the NW1/4SE1/4 of Section 19, a distance of 102.53 feet to the East-West centerline of said Section 19; thence S 87°08'09" W along the said East-West centerline of Section 19, a distance of 3443.30 feet to the POINT OF BEGINNING.

AND WHEREAS, in order to establish a general plan for the improvement and development of the property, the DECLARANT desires to subject the property, and any subdivision thereof, to certain conditions, covenants, and restrictions, upon and subject to which all of the properties shall be held, improved, and conveyed.

AND WHEREAS, DECLARANT will convey the said property, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW THEREFORE, DECLARANT hereby declares that all of the property described above shall be held, sold and conveyed subject to the following 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 properties or any part thereof, their heirs, successors and assigns, shall inure to the benefit of each owner thereof, and which are intended not to be merely personal.

ARTICLE I DEFINITIONS

Section 1: "Centennial Heights" shall mean and refer to that certain real property hereinbefore described, in such additions thereto as may hereafter be brought within the jurisdiction of these covenants, conditions, and restrictions.

Section 2: 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 3: "DECLARANT" shall mean and refer to Craig G. Mader and Deborah A. Mader, their heirs, successors and assigns, if such heirs, successors and assigns should acquire more than one undeveloped lot from the DECLARANT for the purpose of development.

Section 4: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of obligation.

ARTICLE II NATURE AND PURPOSE OF COVENANTS

Centennial Heights, as described above, shall be made up of six lots of at least 35 acres per lot. The covenants set forth in the DECLARATION constitute a general scheme for the development, protection and maintenance of the property to enhance the value, desirability and attractiveness of the lots for the benefit of all owners and lots therein. These covenants are imposed upon DECLARANT, and upon the owners of all lots. Said covenants are for the benefit of all lots, and shall bind the owners of all such

lots. Such covenants shall be a burden upon and a benefit not only to the original owner of each lot, but also his heirs, successors and assigns.

ARTICLE III
USE OF RESIDENTIAL LOTS

Section 1 - USE:

Each lot within the properties shall be constructed upon, improved, used and occupied only for private residential purposes consistent with the zoning regulations for Campbell County, Wyoming, in effect on the date that said construction, improvements, use or occupation begins.

Section 2 - CONSTRUCTION:

All home construction shall be stick built, or modular, and be placed on a permanent foundation. The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes, exclusive of porches, terraces and garage, of 1,200 square feet. No mobile homes or trailer houses will be allowed on the property. All construction, including utilities, shall meet the building codes for the City of Gillette, and Campbell County, on the date of commencement of the said construction.

Section 3 - BUILDING PLANS AND APPROVAL:

Each lot owner in Centennial Heights shall have one vote in approving or disapproving proposed construction and location plans. A lot owner may designate a representative lot owner to act for him in matters of approving building, construction and location plans. Neither the land owners, nor any representative thereof, shall be entitled to any compensation of any kind for service performed pursuant to this covenant.

No building shall be erected, placed or altered on any residential lot until the construction plans, specifications and a plan showing the location of the structure have been approved by a majority of the lot owners. In the event the lot owners or their designated representative fail to approve or disapprove within thirty (30) days after plans, specifications and plot plans have been submitted, or in the event no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been complied with.

All buildings shall be constructed and maintained in such a fashion and of such materials so as not to detract from living conditions in the area.

Section 4 - COMMERCIAL USE:

No part of the residential lots 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, pipe yard, oil field business, construction yard, livestock or agricultural enterprise, or other public place of amusement.

Section 5 - HUNTING:

No hunting by the general public shall be allowed on any

lot.

Section 6 - SEWAGE:

All septic tanks or other sewage disposal systems must be designed, located, and constructed in accordance with the regulations, requirements, standards and recommendations of the Wyoming Public Health Department.

Section 7 - WATER SUPPLY:

The primary water supply for each lot shall be from the City of Gillette, Campbell County, Wyoming. Private wells may be drilled and maintained for irrigation and livestock watering purposes only, subject to local and state statutes, rules and regulations. Plant investment fees for the City of Gillette water supply are the responsibility of the lot owners.

Section 8 - VEHICLES:

No inoperable vehicle shall be left exposed on any lot in excess of one (1) week.

Section 9 - RUBBISH AND TRASH COLLECTION:

No lot shall be used or maintained as a dumping ground for rubbish. All rubbish, trash and garbage shall be regularly removed from each lot, and shall not be allowed to accumulate thereon. Each lot owner shall be responsible for arranging for private pick-up and removal of garbage at least once every two (2) weeks. All refuse containers, storage area, machinery and equipment shall be maintained in a clean and sanitary manner, and secured so trash may not be blown or scattered in any manner.

Section 10 - WATER DRAINAGE:

Each owner shall be responsible for insuring that water drainage is continuous in the portion of the lot which adjoins the roadways in front of his lot.

Section 11 - UTILITY ACCESS:

Lot owner will allow utility access for the reading of meters or other measuring devices, installation or maintenance of any utilities to his property or any adjoining property.

Section 12 - MINIMUM ACREAGE:

Each lot shall contain a minimum of 35 acres of land, and shall not be further subdivided.

Section 13 - LIVESTOCK:

Livestock may be kept on the property. No commercial enterprise involving livestock shall be permitted. All livestock, poultry or other animals must be adequately fenced or contained in a sanitary and clean environment. No owner shall overgraze his property. In the event any owner or resident upon said property shall maintain livestock, poultry, or other animals, said owner shall be responsible for construction of such a fence or enclosure as will restrain and keep all livestock, poultry and other animals on his own property.

Section 14 - OFFENSIVE ACTIVITY:

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 15 - AESTHETIC MAINTENANCE:

Any condition considered an eyesore by a majority of the lot owners must be corrected upon notification by the remaining lot owners within thirty (30) days.

ARTICLE IV
ROAD REPAIRS

All repairs to the common road through Centennial Heights shall be the responsibility of all lot owners, and shall be paid for equally by each lot owner. Should any lot owner not pay his share of the repairs, then, at the option of the remaining lot owners, a lien against the non-paying owner(s) may attach in favor of the paying lot owners, to the lot of the non-paying owner(s), as of the time the majority of the lot owners cause to be recorded in the office of County Clerk of Campbell County, Wyoming, a notice of assessment lien, which shall state:

- a. The amount of delinquent assessment and such related charges as may be authorized by this declaration.
- b. The name of the owner of record or reputed owner of the lot.
- c. A legal description of the lot against which the lien has been assessed.

ARTICLE V
GENERAL PROVISIONS

Section 1 - COVENANTS RUN WITH LAND:

These covenants run with the land and are binding upon all lot owners, their heirs and assigns. The lot owners agree to abide by these covenants.

Section 2 - AMENDMENT OF COVENANTS:

These covenants may be amended by a vote of the lot owners where seventy-five percent (75%) or more of the land owners vote for any amendment.

Section 3 - ENFORCEMENT:

The lot owner(s) shall have the right to enforce, by any proceeding of law or equity, all covenants now or hereinafter imposed by the provisions of this declaration. Failure by the lot owner(s) to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. Such failure shall not prevent the lot owner(s) from enforcing any subsequent covenant violation.

Section 4 - ATTORNEY FEES:

Any expense reasonably incurred in collecting and/or enforcing any of the above covenants, which shall include reasonable attorney's fees by the other land owners shall be paid by the lot

owner against whom the covenants have been successfully enforced.

Section 5 - SEVERABILITY:

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has hereunto set its hand and seal this 21st day of Sept., 1990.

Craig G. Mader
Craig G. Mader

Deborah A. Mader
Deborah A. Mader

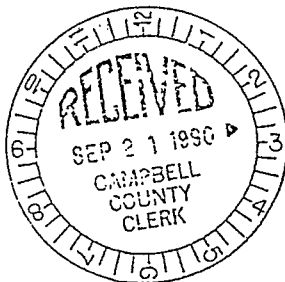
STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

Subscribed and sworn to before me by Craig G. Mader and Deborah A. Mader, husband and wife, this 21st day of September, 1990.

WITNESS my hand and official seal.

Ethel W. Talsert
Notary Public

My ~~COMMISSION EXPIRES~~: 10/10/92
ETHEL W. TALSERT-NOTARY PUBLIC
STATE OF WYOMING COUNTY OF CAMPBELL
MY COMMISSION EXPIRES OCT. 10, 1992



STATE OF WYOMING)
Campbell County) ss.
Filed for record this 21st day of September, 1990 at 2:50 o'clock P. M. and recorded in Book 1118
of Photos on page 596-601 Fees \$ 14.00 640824
Shirley E. Addison RECORDED
County Clerk and Ex-Officio Register of Deeds ABSTRACTED ✓
INDEXED ✓
CHECKED ✓ By Deputy Shirley E. Addison