

317250

RECORDED AUG 21 1981
CENTENNIAL ADDITION III
INSTRUMENT #317250

VACATION & REPLAT OF LOT 10-CENTENNIAL ADDITION AS LOTS 33 THRU 39 CENTENNIAL ADDITION III

A SUBDIVISION OF PART OF THE SE 1/4 OF SECTION 20, T33N, R79W, 6th P.M.
CITY OF CASPER, NATRONA COUNTY, WYOMING

CERTIFICATE OF VACATION AND SUBDIVISION:

STATE OF WYOMING } ss
COUNTY OF NATRONA } ss
The undersigned, Donald G. Hallister and John R. LeBrun, a partnership, does hereby certify that they are the owners and proprietors of this tract of land in the City of Casper, in the SE 1/4 of Section 20, T33N, R79W, 6th P.M., Natrona County, Wyoming, being more particularly described as follows: Lot 10 of the Centennial Addition to the City of Casper, Natrona County, Wyoming; that they do hereby vacate the above described portion of the subdivision plat of the Centennial Addition as filed for record in the Office of the County Clerk of Natrona County, on Page 286, Book 276; that they do hereby subdivide the above described lands into 7 lots as shown on this plat; that the name of the subdivision shall be "LOTS 33 THRU 39, CENTENNIAL ADDITION III TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING"; that they do hereby dedicate to the public and private utility companies easements as shown on this plat for the installation and maintenance of utilities; that the vacation and subdivision is made with the free consent and desire of the undersigned owners and proprietors of said lands. Lot 39 is reserved as common ground for the free access of the residents, owners and guests of lots 33 thru 38.

Donald G. Hallister
Donald G. Hallister, Partner
384 Cleander, Casper, Wyoming
John R. LeBrun
John R. LeBrun, Partner
54 Shannon Drive, Casper, Wyoming

The foregoing instrument was acknowledged before me by Donald G. Hallister and John R. LeBrun this 21 day of December, 1980.
Witness my hand and official seal.
My commission expires 12/15/82.



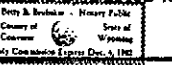
Betty B. Baulkax
Notary Public

CERTIFICATE OF SURVEYOR:

STATE OF WYOMING } ss
COUNTY OF NATRONA } ss
I, Charles K. Wolz, of Casper, Wyoming, hereby certify that this plat was made from notes taken during an actual and accurate survey of the lands shown during May, 1980 and that the corner monuments shown thereon are or will be properly placed, under my supervision and in accordance with the subdivision regulations of Natrona County; and that the error of closure exceeds 1:10,000. Original boundary survey by Global Engineers.

Charles K. Wolz
Charles K. Wolz
P.E. & L.S. Wyo. Lic. No. G32

The foregoing instrument was acknowledged before me by Charles K. Wolz this 21 day of December, 1980.
Witness my hand and official seal.
My commission expires 12/15/82.



Betty B. Baulkax
Notary Public

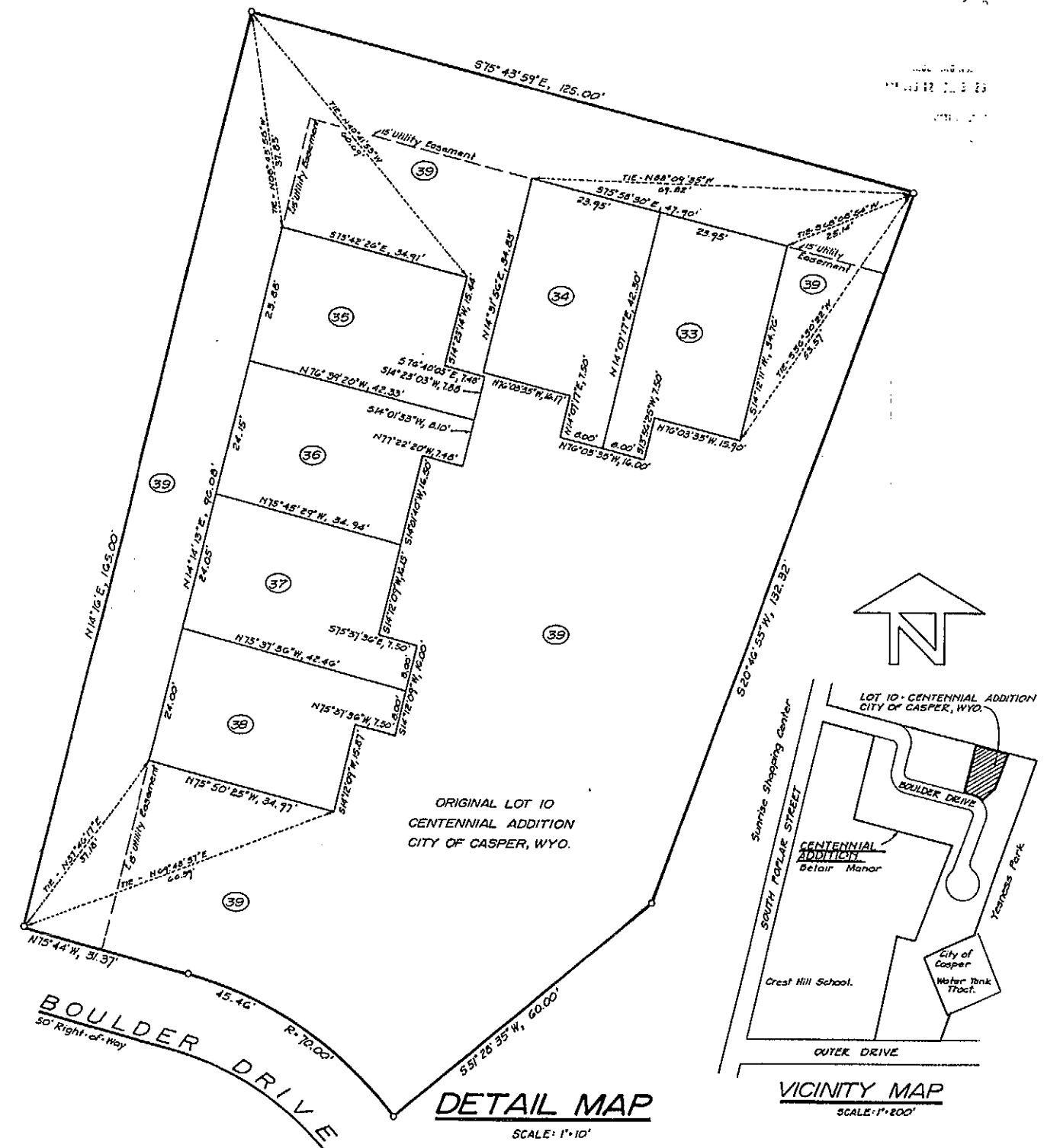
APPROVALS:

Approved by the Community Planning Commission of Casper, Wyoming this 11th day of February, 1981.
Chairman Secretary
Approved by the City Council of City of Casper, Wyoming by Ordinance No. 1115 duly passed, adopted and approved this 5 day of May, 1981.
Mayor Attest: City Clerk
Approved by the Board of County Commissioners of Natrona County by resolution, duly passed this 29 day of May, 1981.
Chairman Attest: County Clerk
Inspected and approved this 15th day of July, 1981. City Engineer: Attest: City Engineer
Inspected and approved this 17th day of July, 1981 County Surveyor: Attest: County Surveyor
Inspected and approved this 7 day of July, 1981 County Health Officer: Attest: County Health Officer

RECORDED:

Filed for record in the Office of the County Clerk of Natrona County, Wyoming this 17th day of August, 1981.
Book 276 Page 286
County Clerk

PLAT PREPARED BY:
WOLZ & ASSOCIATES, INC.
SUITE 1, 933 W. 14th St., CASPER, WYOMING
DATED: DECEMBER, 1980



DETAIL MAP
SCALE: 1"=10'

VICINITY MAP
SCALE: 1"=200'

RECORDED Aug 11 19 89 AT 3:46 CLOCK PM
INSTRUMENT NO. 295732
JOHN J. TOBIN COUNTY CLERK

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by CENTENNIAL '80 ASSOCIATION, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the City of Casper, County of Natrona, State of Wyoming, which is more particularly described as:

Lot 10, Centennial Addition to the City of Casper, County of Natrona, State of Wyoming.

NOW, THEREFORE, Declarant hereby declares that all of the properties 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, and shall inure to the benefit of each other thereof.

ARTICLE I

DEFINITIONS

Section No. 1. Association. "Association" shall mean and refer to CENTENNIAL '80 ASSOCIATION, its successors and assigns.

Section No. 2. Owner. "Owner" shall mean and refer to the owner, whether one or more persons or entities, of an ownership interest to any unit which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section No. 3. Properties. "Properties" shall mean and refer to that certain real estate hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section No. 4. Common Area. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

A portion of Lot 10, of the Centennial Addition to the City of Casper, described as follows:

All of said Lot 10 except those units described elsewhere and shown on the development plat as units 33, 34, 35, 36, 37, and 38. Shown on the development plat as unit 39.

Compliments of
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120 N. Center Street • Casper, WY 82601 • (307) 237-8486



Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

Section No. 5. Lot. "Lot" shall mean and refer to any unit shown upon Exhibit "A" (being a schematic drawing of the units, together with legal descriptions) of the Properties with the exception of the Common Area.

Section No. 6. Declarant. "Declarant" shall mean and refer to CENTENNIAL '85 ASSOCIATION, its successors and assigns if such successors and assigns should acquire more than one undeveloped unit from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section No. 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Unit remains unpaid; and for a period not to exceed sixty (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 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 unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded.

Section No. 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section No. 1. Every owner of a unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment.

Section No. 2. The Association shall have two classes of voting memberships:

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Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each unit owned. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any unit.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three votes for each unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class B membership equal the total votes outstanding in the Class A membership; or
- (b) on the 1st day of January, 1990.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section No. 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each unit owned within the Properties, hereby covenants, and each Owner of any Unit 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: 1) annual assessments or charges, and 2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special 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 property against which each such assessment is made. Each such assessment, together with interest, costs and a reasonable attorney's fee, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

Section No. 2. Purpose of Assessments. The assessments 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 improvement and maintenance of the Common Area.

Section No. 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment shall be Three Hundred Sixty Dollars (\$360.00) per Unit.

(a) From and after January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum.

Section No. 4. Special Assessments for Capital Improvements. In addition to the annual assessments 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 the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section No. 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4 of This Article. 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 thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half 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 No. 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all units and may be collected on a monthly basis.

Section No. 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all units on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the numbers of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each unit 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. 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 specific unit have been paid. A properly executed certificate on a unit is binding upon the Association as of the date of its issuance.

Section No. 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The

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Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his unit.

Section No. 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any unit shall not effect the assessment lien. However, the sale or transfer of any unit pursuant to mortgage foreclosure 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 shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the board of directors of the Association, or by an architectural committee composed of three or more representatives appointed by the board. In the event that said board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

PARTY WALLS

Section No. 1. General Rules to Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section No. 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section No. 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to

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the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section No. 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section No. 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section No. 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII

GENERAL PROVISIONS

Section No. 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 hereafter 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.

Section No. 2. 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.

Section No. 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the unit owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the unit Owners. Any amendment must be recorded.

Section No. 4. Annexation. Additional residential properties and Common Areas may be annexed to the Properties with the consent of two-thirds of each class of members.

Section No. 5. FEA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: 1) annexation of additional properties, 2) dedication of Common Area, and 3) amendment of this Declaration of Covenants, Conditions and Restrictions.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 11th day of August, 1980.

DECLARANT:
CENTENNIAL '80 ASSOCIATION,
a Wyoming corporation

By: Don Hollister
President

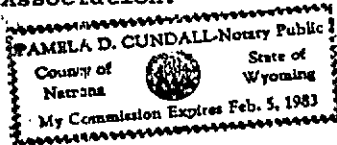
ATTEST:

John R. LeBrun
Secretary

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STATE OF WYOMING)
)
COUNTY OF NATRONA)

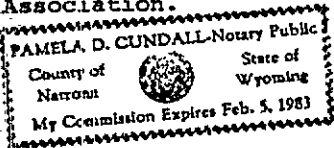
SUBSCRIBED AND SWORN TO before me this 11th day of August, 1980, by DON HOLLISTER, President, Centennial '80 Association.



Pamela D. Cundall
NOTARY PUBLIC

STATE OF WYOMING)
)
COUNTY OF NATRONA) ss

SUBSCRIBED AND SWORN TO before me this 11th day of August, 1980, by JOHN R. LeBRUN, Secretary, Centennial '80 Association.

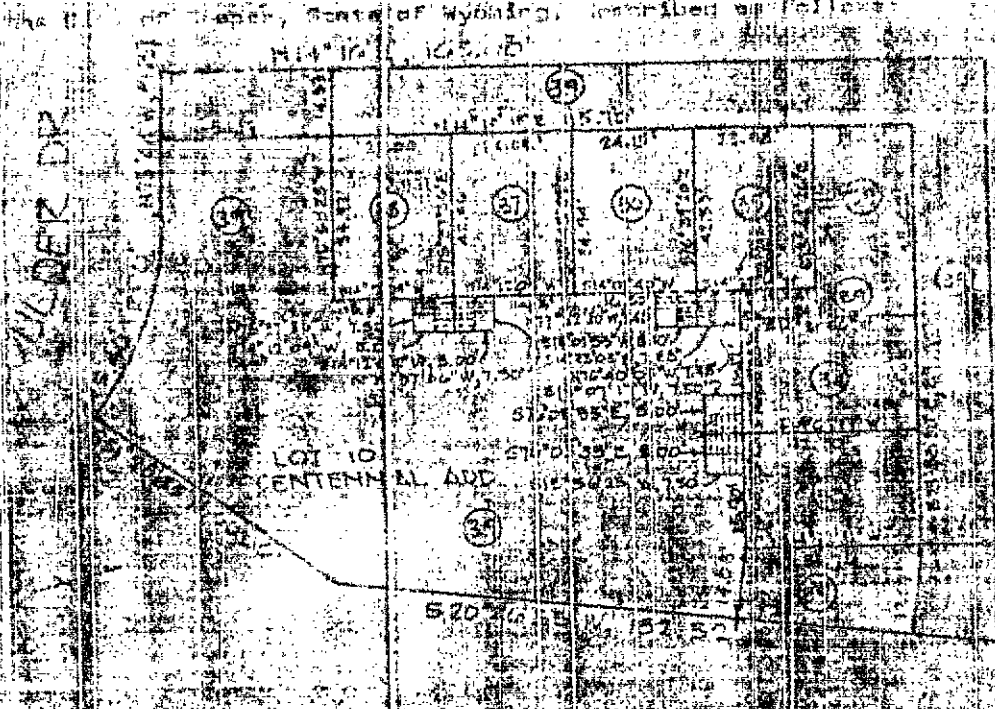


Pamela D. Cundall
NOTARY PUBLIC

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SURVEYOR'S CERTIFICATE

I, the undersigned, duly licensed Surveyor, hereby certify that I have examined and surveyed the parcel of land described as follows:



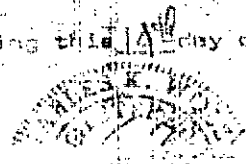
This property is situated on the north side of said street, and is bounded by the following lines: $1/4$ East in a $1/4$ street, this being the center line of said street.

The buildings and garage situated upon the above described property are wholly within the boundary lines of the property. The driveway lies within the said boundary lines. No part of the building is less than 6 feet from the said boundary lines.

There are no encroachments upon this lot from any other lot, nor are there any encroachments upon the adjoining lots. The above mentioned restrictions have not been violated.

The distance from the rear wall of the building to the rear boundary line is 34 feet.

Witness my hand and seal at Casper, Wyoming this 14th day of July, 1992.



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