AMENDED AND RESTATED,
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

To Centennial Hills Subdivision and
Centennial Hills #2, a subdivision in the City of Casper,
Natrona County, Wyoming

WHEREAS a declaration of Covenants, Conditions and Restrictions dated July 16, 1993
was recorded in the office of the County Clerk, Natrona County, State of Wyoming, as
Reception #527677, set forth by 402 Limited Liability Company, a Wyoming limited
liability company, hereinafter referred to as "Declarant," the owner or beneficial owner of
all of the lots and common area of Centennial Hills Subdivision, in accordance with the
plat filed for record in Natrona County, Wyoming, and which shall hereinafter be referred
to as the "properties," and certain covenants, conditions and restrictions were made
applicable to Centennial Hills Subdivision.

NOW THEREFORE, Declarant, as having the right under Section 3 of Article X,
Enforcement, Duration and Amendment, to make amendments to the Declaration of
Covenants and hereby revokes all previous Declaration of Covenants as previously
described and Amends and substitutes therefore the following:

For the purpose of enhancing and protecting the value, attractiveness, and
desirability of the lots or tracts constituting such subdivisions previously identified as the
"Centennial Hills Subdivision", and in order to ensure the use and development of the
property which is to be zoned for R-1/R-2 residential purposes only, Declarant hereby
declares that all of the real property described in Article I, Section 7 and each part thereof,
shall be held, sold, and conveyed subject to the following covenants, conditions and
restrictions, which shall constitute covenants running with the land and shall be
binding on all parties having any right, title or interest in the above describing property or
any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each
Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Centennial Hills Homeowners
Association, Inc., a Wyoming nonprofit corporation, organized by the Declarant for the
administration of and enforcement of this Declaration.

Sections 2. "Common Area" shall refer to those portions of the Centennial Hills
Subdivision not constituting a Lot.

Section 3. "Declarant" shall mean and refer to 402 Limited Liability Company, a
Wyoming limited liability company, its successors and assigns.

Section 4. "Future developable property", which shall mean that property described
on Exhibit "A", is hereby reserved by the Declarant for the purpose of further
development, sale, resale, or classification as Declarant may deem appropriate as
hereinafter provided.

Section 5. "Lot" shall mean and refer to any plot of land shown upon the recorded
subdivision map of Centennial Hills.
Section 6. "Owner" shall mean and refer to the record owner other than the Declarant, whether one or more persons or entities, of a fee simple title to any lot.

Section 7. "Properties" shall mean and refer to that certain real property known as the Centennial Hills Subdivision in accordance with the Plat filed for record on March 9, 1993 in Natrona County, Wyoming, as Instrument Number 521198, and Centennial Hills #2, Plat filed for record on March 1, 2002, in Natrona County, Wyoming as Instrument Number 688131, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 8. "Centennial Hills" shall mean and refer to the subdivision or development known as "Centennial Hills Subdivision and Centennial Hills #2, a subdivision in the City of Casper, Natrona County, Wyoming", as more particularly described in Exhibit "B" and "C", attached hereto.

Section 9. "Centennial Hills Covenants", "Covenants", or "Declaration" shall mean and refer to this instrument, which is entitled "Amended and Restated Declaration of Covenants, Conditions and Restrictions To Centennial Hills Subdivision and Centennial Hills #2, a subdivision in the City of Casper, Natrona County, Wyoming".

Section 10. "Association Expenses" shall mean all costs, fees and charges incurred by the Association in carrying out its powers, duties, obligations and authority, including, but not limited to, the following:

A. Any cost of correcting any breach of covenant, to the extent the Association fails to obtain reimbursement from the Owner therefore;

B. Any cost of prosecuting or defending any civil action relating to these Covenants and Restrictions, relating to a breach of covenant or the enforcement thereof, or relating to the indemnification of the directors and officers of the Association therefore, including but not limited to reasonable attorney's fees and court costs; and

C. Any costs associated with maintenance and development of a Common Area.

Section 11. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

ARTICLE II

PROPERTY RIGHTS

Section 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 lot, subject to the following provisions:

A. The right of the Association to charge reasonable fees for the use of the common area.

B. The right of the Association to suspend the voting rights and right to use of the common area by an owner for a period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published covenants;
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 signed by the Declarant or by two-thirds (2/3) of Class A members, when there are no longer any Class B members, agreeing to such dedication or transfer has been recorded.

Section 2. DELEGATION OF USE. Any owner may delegate, in accordance with the Association’s bylaws, the owner’s right of enjoyment to the common area and facilities to the members of the owner’s family, the owner’s tenants or contract purchasers who reside on the property.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. CREATION OF ASSOCIATION. At such time as no less than 80 and no more than 95 of the platted lots have been sold, Declarant shall form a non-profit corporation known as “Centennial Hills Homeowners Association”. Operation of the Homeowners Association shall be in accordance with the covenants.

A. Board of Directors. The initial Board of Directors shall be appointed by Declarant and shall serve until the first election is held, as stipulated in the Association By-Laws. The initial Board of Directors shall consist of the following officers: President, Vice President, Secretary, Treasurer, Design Committee Chair and Covenants Chair.

Section 2. DUTIES OF THE ASSOCIATION. The Association shall have the following powers and duties that it may exercise and perform at its discretion:

A. To mow, care for, maintain, and perform any other function necessary or desirable in the judgment of the officers of the Association to keep any common area neat in appearance and in good order.

B. To levy and collect the assessments, charges or fines which are provided for in this Declaration.

C. To form committees as deemed appropriate in carrying out its purpose.

Section 3. ASSOCIATION MEMBERSHIP. Every owner, the Declarant and owners of lots in the future developable property shall be members of the Association. Membership shall be appurtenant to and may not be separated from ownership of a lot.

Section 4. VOTING RIGHTS. Following the creation of the Association, the Association shall have two classes of voting membership:

A. Class A. Class A members shall include all owners, including future owners of lots in the future developable property, with the exception of the Declarant until the termination of Class B, and each owner shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. In the event a lot is split to obtain a larger building site, said site as modified shall have one vote.
B. Class B. The only member of Class B shall be the Declarant, or Declarant’s successor, and the Class B member shall be entitled to three (3) votes for each lot owned by the Class B member at the time of any vote. Until a plat for all the future developable property is recorded, the Declarant shall be deemed to have the majority of the votes as necessary to carry any issue voted upon by the Association. When the future developable property is platted and recorded, and when the total number of owners in Class A equals the total number of votes held by the Class B member, Class B shall terminate and the Class B member shall become a member of Class A with one vote per lot owned, the same number of votes as any member in Class A.

Section 5. BY-LAWS. Each lot owner agrees to abide by the By-Laws of the Association as the same may be amended from time to time. In the event of conflict between the provisions of the By-Laws and the provisions of this Declaration, the provisions of the Declaration shall prevail. To the extent permitted by law, violations of the By-Laws shall be in violation hereof and actions for compliance shall be enforceable in the same fashion as actions brought for compliance with this Declaration. The Directors of the Association shall provide copies of the By-Laws to each Owner upon request.

ARTICLE IV

COVENANT FOR ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant to pay the Association:

A. annual assessments, charges, or fines, and

B. special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

In addition to such other rights as are specifically granted under this Declaration, the Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Lot of the violator, and to suspend an Owner’s right to vote or any person’s right to use the Common Areas for violation of any duty, restriction or covenant imposed under this Declaration or any rules herein shall authorize the Board to limit ingress and egress to or provided by the Association to an Owner or the Owner’s Lot if the Owner is more than fifteen (15) days delinquent in paying any assessment or other charges owed to the Association. In the event that any rule or regulation imposed hereunder, and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of this Declaration or any rule or regulation imposed hereunder shall not be deemed a waiver of the right of the Board to do so thereafter.

The annual and special assessments and fines, 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 at eighteen (18) percent per annum, costs and reasonable attorney’s fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.
Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used for the following purpose:

A. to pay taxes and other governmental charges and assessments on the Common Areas, if any;

B. to promote the health, recreation, and welfare of the residents in the Lots;

A. to pay all administrative, managerial, legal, insurance and any other costs or expenses incurred by the Association in the operation of the Association;

B. for the use, improvement, maintenance, repairs, of the Common Areas;

E. to provide an adequate reserve for or maintenance repair and replacement of the Common Areas and any improvements situate thereon.

F. to provide funds for other reasonable and appropriate association expenses, including but not limited to expenses related to the enforcement of covenants.

Section 3. ANNUAL ASSESSMENT. The annual assessment shall not exceed One Hundred Fifty Dollars ($150.00) per year per residential lot from the date of commencement of annual assessments hereinafter defined. The annual assessment for any lots or improvements situated on future developable properties shall be equal to those for Centennial Hills.

Section 4. ANNUAL ASSESSMENT INCREASES. From and after January 1 of the year immediately following the creation of the Association, the maximum annual assessment may be increased each year not more than five percent (5%) or by the amount of the increase in the Rocky Mountain Consumer Price Index, or its successor index, whichever is the highest, above the maximum assessment for the previous year without a vote of the membership.

A. From and after January 1 of the year immediately following the creation of the Association, the maximum annual assessment may be increased by more than the amount provided by the immediately preceding paragraph A, or its successor index, by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

B. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum and such increases as are allowed herein.

C. At such time as the Association has accumulated $120,000.00 in non-budgeted income plus one-hundred twenty-five percent (125%) of the budgeted yearly operating expense, the Association may decrease the yearly assessment to maintain the above maximum operating fund.

Section 5. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment 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 be authorized as described hereinafter.

Section 6. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 4 AND 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members not less than
30 days nor more than 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 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 (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. **UNIFORM RATE OF ASSESSMENT.** Both annual and special assessments must be fixed at a uniform rate for all lots. Lots owned by the Declarant shall not be assessed until sold by either a deed or contract. In the event a lot is split to obtain a larger building site, said site as modified shall be assessed as though it is one lot.

Section 8. **DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS:**

**DUE DATES.** The annual assessments provided for herein shall commence as to all lots on the first day of the month following the creation of the Association. The first annual assessment for all lots at the time of the creation of the Association, and for all lots purchased thereafter, shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot as described herein. 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 specified lot have been paid.

Section 9. **EFFECT OF NONPAYMENT OF ASSESSMENTS:**

**REMEDIES OF THE ASSOCIATION.** Any assessment or fee not paid within fifteen (15) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum and late charges not exceeding Fifteen Dollars ($15.00) or one-tenth (1/10th) of the total amount of the delinquent assessment or installment, whichever is greater, provided the late charge may not be imposed more than once for the same delinquent payment and may only be imposed if the delinquency has continued for at least fifteen (15) calendar days. The Owner shall also be responsible for payment of all costs of collection and reasonable attorneys' fees incurred by the Association as a result of non-payment of the assessment amount. The Association may bring an action at law against the owner personally obligated to pay the same, or, establish and foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 10. **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 lot shall not affect the assessment lien.

**ARTICLE V**

**ARCHITECTURAL CONTROL**

Section 1. **DESIGN COMMITTEE; ORGANIZATION; POWER OF APPOINTMENT AND REMOVAL OF MEMBERS.** There shall be a design committee, organized as follows:

A. The design committee shall consist of three (3) regular members.

B. There may also be three (3) alternate members of the design committee, any
of whom may be designated by the design committee to act in the place and
stead of the regular member in the event of his absence, disability, or
conflict.

C. Each of said persons shall hold office until such time as the person has
resigned or has been removed or a successor has been appointed as set forth
herein.

D. Except as provided in paragraph (E) below, the right from time to time to
appoint and remove all members and alternate members of the design
committee shall be, and is hereby reserved to and vested solely the Declarant.

E. The right from time to time to appoint and remove regular members and
alternate members of the design committee shall be reserved to and vested in
the Association as follows:

1. Upon formation of the Association, by method specified in the
Association By-Laws, the Association shall have the right to appoint and
remove one regular member and one alternate member of the design
committee. The regular or alternate member appointed by the
Association shall replace the regular or alternate member who, as of the
date such right accrues, is the most recently appointed regular or alternate
members.

2. If Declarant fails to exercise its rights under paragraph (D) above, or
records a declaration waiving such rights, the Association shall thereupon
and thereafter have the right to appoint and remove all regular members
and alternate members.

F. Any regular member or alternate member of the design committee may at any
time resign from the design committee upon written notice delivered to either
the Declarant or to the Association, depending on, which has the authority to
appoint and remove regular members at the time of such resignation.

Section 2. INITIAL DESIGN COMMITTEE. The Declarant shall appoint an
initial design committee, who shall be known as the regular members, and who shall act for
and on behalf of the Declarant. When the Association is created, the initial design
committee, or their duly appointed successors, shall constitute the Association’s initial
design committee.

Section 3. DESIGN COMMITTEE: DUTIES. It shall be the duty of the design
committee to consider and act upon proposals or plans submitted to it from time to time, to
adopt design committee rules pursuant to Section 5 of this Article, and to perform such
other duties from time to time delegated to it by the Centennial Hills covenants.

Section 4. DESIGN COMMITTEE: MEETINGS; ACTION;
COMPENSATION; EXPENSES. The design committee shall meet from time to time
as necessary to properly perform its duties hereunder. The vote or written consent of any
two (2) regular members shall constitute an act by the design committee unless the
unanimous decision of its regular members is otherwise required by the Centennial Hills
covenants. The design committee shall keep and maintain a record of all action from time
to time taken by the design committee at such meetings or otherwise. The regular
members and the alternate members may receive from the Association reasonable fees for
services rendered. All members shall be entitled to reimbursement for reasonable expenses
incurred by them in connection with the performance of any design committee function.

Section 5. DESIGN COMMITTEE RULES. The design committee may, from

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time to time, and in its sole discretion, adopt, amend and repeal by majority vote, reasonable rules and regulations to govern the operation and procedure of the design committee, to be known as “Design committee Rules.” A copy of the design committee rules, as they may from time to time be adopted, amended or repealed, certified by any regular member of the design committee, shall be available for each lot owner requesting the same from any regular member of the design committee, and shall have the same force and effect as if they were set forth in and were part of the Centennial Hills covenants. The design committee may record the same if deemed necessary.

Section 6. NON-WAIVER. The approval by the design committee of any plans, drawings or specifications for any work done or proposed, or in connection with any other matter requiring the approval of the design committee under the Centennial Hills covenants, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification or matter whenever subsequently or additionally submitted for approval.

Section 7. LIABILITY. Neither the design committee nor any regular or alternate member thereof shall be liable to the Association or to any owner or Association committee for any damage, loss or prejudice suffered or claimed on account of (a) the approval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, or (c) the development, or manner of development, of any property within Centennial Hills, whether or not the facts therein are correct; provided however, that such regular or alternate member has, with the actual knowledge possessed by such member, acted in good faith. Without in any way limiting the generality of the foregoing, the design committee, or any regular or alternate member thereof, may, but is not required to, consult with or hear the Association or any owner with respect to any plans, drawings or specifications, or any other proposal submitted to the design committee.

Section 8. COMPLIANCE WITH LAW. All proposals or plans, drawing or specifications that may at any time be approved by the design committee, shall be expressly subject to the approval of any governmental authority with jurisdiction over construction of improvements within Centennial Hills. Any approval given by the design committee shall not be construed to be constitute and assurance by the design committee that such governmental authority will grant approval.

ARTICLE VI
DESIGN STANDARDS

Section 1. GENERAL STANDARDS. The following standards and restrictions are applicable to the construction, remodeling, alteration, and exterior refinishing of any and all improvements and site preparation upon each lot.

Section 2. DESIGN CHARACTER. All buildings shall be designed in order to achieve design compatibility with the existing characteristic of the area. All improvements shall be of new construction. Pre-built, component, or modular construction shall be permitted only when it cannot be distinguished from conventional construction and only upon specific approval of the design committee, which approval of pre-built or modular construction may be withheld completely.
Section 3. BUILDING DESIGN.

A. Not more than one single family residence shall be constructed on any residential site. A detached accessory building may be permitted and shall not exceed one-hundred forty four (144) square feet.

B. Minimum floor area. The area within the foundation constructed for the usable interior living area of any single family shall contain not less than 1250 square feet. Usable interior living area shall not include garages, carports, unenclosed porches or decks, or basements.

C. The maximum building height of any residential structure shall not exceed thirty-five (35) feet. The maximum height of detached garages, carports, or accessory buildings shall not exceed one story. All heights shall be measured at any cross section of the structure from the front finished grade at the foundation line to the highest point of the structure. Minor projections such as chimneys or other structures not enclosing habitable space, shall not be included in the maximum height.

D. Roofs. All primary roofs shall have a minimum overhang of 18 inches.

E. Solar collectors may be of any construction, materials or pitch required for efficient operation, but they shall not be placed on any structure in a manner which causes objectionable glare to any neighboring residence. Solar collectors shall be integrated into the structure of a residence, garage, carport, or accessory building and shall not be free-standing. Solar collectors shall be permitted only upon specific approval of the design committee.

F. Antennae. No detached radio or television aerial, antenna, or satellite receiving dish exceeding 19 inches in diameter shall be permitted on any Lot, and no aerial attached to any residence or garage shall have a height exceeding three (3) feet above the roof line of the residence or garage to which it is attached.

Section 4. SITE DESIGN

A. The minimum setback shall be specified by city zoning for R-1 Properties. R-2 shall be amended in these covenants for minimum seven (7) feet side yard setbacks for R-2 zoning. R-1 zoning shall remain ten (10) feet side yard setbacks.

B. Finish grading on all buildings shall assure drainage of surface water from the buildings and avoid runoff onto adjacent properties. A minimum fall of six inches in ten feet shall be provided at the perimeter of all buildings which have pervious surfaces and one inch in ten feet for impervious surfaces. The entire site shall have positive drainage to common open space or rights-of-way and shall utilize swales as required.

C. Fencing shall comply with the Fence Design standards adopted by the design committee. No privacy fences shall be constructed forward of the front setback line of any lot. All lots shall have fencing installed prior to occupancy from the side property line to the structure and on both street sides on corner lots. If a landscaping plan has been approved by the design committee and the landscaping is installed prior to occupancy, fences shall not be required. Wire, chain-link, metal cloth or agricultural fences shall not be permitted on any Lot.
D. Landscaping shall be compatible with the characteristics of the area. Front setback yard areas shall be landscaped prior to occupancy. On corner lots, front and side yards shall be landscaped prior to occupancy.

E. Utilities shall be installed underground. No independent water or sewage disposal system shall be permanently installed on any site.

F. Driveways. All driveways must be improved with hard surface consisting of a minimum of four (4) inches of reinforced concrete. Gravel driveways or driveways consisting of crushed rock base with prime and seal coat will not be permitted. Vehicles not in violation of the covenants shall be parked in garage, driveway or on the street adjacent to the Lot.

G. Exterior Colors and Exterior Construction Materials. All exterior colors and exterior construction materials of all dwellings must be approved in advance, in writing, by the Association.

ARTICLE VII

LAND CLASSIFICATION, USE AND RESTRICTIVE COVENANTS

Section 1. LAND CLASSIFICATIONS. All land within Centennial Hills has been classified into the following areas;

A. Residential (Exhibit A);
B. Common Area
C. Future Developable Property (Exhibit B); attached hereto and made a part hereof by this reference.

Section 2. GENERAL RESTRICTIONS. The following general restrictions shall apply to all land, regardless of classification;

A. If an owner desires to make material changes to the exterior of any building or do any excavation that materially alters any lot from its natural or improved state, the owner shall submit plans therefore to the design committee for its approval and receive such approval before commencing such improvements. Plans for buildings for the initial construction, or addition to any building, or remodeling of an existing structure shall be submitted to and approved by the design committee in accordance with its rules and regulations and shall include scaled floor plans, exterior elevations indicating height, a list of exterior materials, and a site plan. Plans and elevations shall clearly show all external features and materials for all structures. They shall show garages, porches, decks, stoops, chimneys, vents, doors and windows, trim and special architectural features. Site plans shall show the elevations of finished floors and existing and finished grades, and shall show the entire site and the location of all rights-of-way, easements, buildings, decks, driveways, parking areas, fences and utilities. Specifications shall describe all exterior finishes.

B. Two copies of any proposed plans and related data shall be furnished to the design committee, one of which may be retained by the design committee for its records. Any approval given by the design committee shall not constitute
a warranty, express or implied, of compliance with any applicable building or safety codes or for any other purposes other than the authority for the person submitting the plan to commence construction.

**Section 3. RESIDENTIAL AREA USES: RESTRICTIONS.**

A. Each residential lot shall be used exclusively for residential purposes, and no more than one family (including transient guests) shall occupy such residence.

B. Each residential lot and any and all improvements from time to time located thereon, shall be maintained by the owner thereof in good condition and repair, and in such owner's sole cost and expense.

C. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other owners in the enjoyment of their lots or in their enjoyments of common areas. In determining whether there has been a violation of this paragraph recognition must be given to the premise that owners, by virtue of their interest and participation in Centennial Hills, are entitled to the reasonable enjoyment of the natural benefits and surroundings of Centennial Hills. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the lots and improvements located thereon, shall be placed or used upon any lot.

D. No domestic animals or fowl shall be maintained on any lot other than generally recognized house or yard pets, provided, however, that such animals shall at all times be restrained or leashed and provided further that subject to the provisions of subparagraphs (A) and (C) above, and subject to such limitations as may from time to time be set forth in the bylaws of the Association, which may reduce the allowable number, restrict the type of pet, or require that such pets be confined indoors. No animals shall be kept, bred or maintained for any commercial purposes.

E. REALTOR, for-lease, for-sale, or contractor signs shall have face area no greater than six (6) square feet, and shall be removed when the home has been sold or leased. All other signs are prohibited, unless approved by the Association.

F. No house trailer, mobile home motor home or similar structure shall be kept, placed or maintained upon any lot; provided, however, that the provisions of this subparagraph shall not apply to the above for temporary construction shelters maintained during, and used exclusively in connection with the construction of any improvements permitted by these covenants. No person shall reside in or live in such temporary construction shelters unless application is made therefore and approved by the design committee.

G. No vehicle of a size larger than the now standard American manufactured car or ¾ ton pickup truck, and no vehicle the primary use or design of which is for the transportation of passengers for hire and no vehicles intended to be used primarily for recreation, sport, commerce, or industry, including, but not limited to motor homes, boats, campers, trailers, recreation vehicles (RV's), house trailers, snowmobiles and snowmobile trailers, jet skis, tractors and trailers, or associated equipment, implements or accessories shall be parked on the streets or any of the front portions, driveways or any other
ways of access of or to any Lot, unless the same is approved as a temporary construction shelter as provided in paragraph (F) above. Such aforesaid vehicles must be enclosed on all sides by approved fences of height no less than seventy (70) inches, or by structures not in violation of these covenants. Vehicles that are not in running condition, or are in a state of disrepair, or are deemed by the Board to be unsightly or a visual nuisance shall not be parked anywhere visible on the Lot or on any street adjacent to any lot.

H. No accessory structures, buildings, fences, garages or sheds shall be constructed, placed or maintained upon any lot prior to the construction of the main structure of the residence; provided, however, that the provisions of this subparagraph shall not apply to temporary construction shelters used exclusively in connection with the construction of the main structure.

A. In the event that a structure is destroyed, wholly or partially by fire or any other casualty, said structure shall be properly rebuilt or repaired to conform to this Declaration, or all the remaining structure, including the foundations and all debris shall be removed from the lot.

J. All garbage and trash shall be placed and kept in covered containers provided by the City of Casper, which shall be maintained so as not to be visible from neighboring property. The maintenance of accumulated waste plant materials is prohibited, unless stored and maintained in an approved manner. The cost of garbage and trash collection shall be paid by Owner, in accordance with the billing of the collector.

K. Outside clotheslines or other outside clothes drying or airing facilities shall be maintained exclusively within a fenced yard.

L. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles therefore.

M. Maintenance. Each Owner shall maintain his or her Lot and all structures, parking areas, improvements, lawns, trees, landscaping, driveways, sidewalks and lighting located thereon in a neat attractive and well-maintained condition. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to remain anywhere thereon.

**ARTICLE VIII**

**BREACH OF COVENANT**

**Section 1. CORRECTIVE ACTION.** If the Board of Directors of the Association, after giving reasonable notice to the Owner of the Lot involved, and reasonable opportunity for such Owner to be heard, determines by the affirmative vote of the majority of the authorized number of Directors that a breach of any protective covenant has occurred and that it is necessary in order to prevent material deterioration of neighborhood property values that the Association correct such breach, then after giving such Owner notice of such determination by certified mail, the Association, through its duly authorized agents or employees, shall: 1) enter upon the Lot involved and correct such breach of Covenant by reasonable means, or take legal action to direct compliance with covenants. The cost of such correction of a breach of covenant, and any reasonable fines, shall be assessed against the Lot upon which such corrective work is done, and shall become a lien upon such Lot and the obligation of the Owner, and immediately due and
payable; or 2) Impose reasonable fines which shall constitute a lien upon the Lot, as specified in Article IV Section 1. Enforcement of the right to recover these assessments or fines may be had pursuant to Article IV, Section 9, hereof.

Section 2. APPEAL. Any owner of a Lot affected by such a determination of the Directors to correct a breach of covenant pursuant to this Section may, within 10 days after the date of the mailing of the certified mail notice of such determination, appeal such determination to the membership by sending a Notice of Appeal to the President or Secretary of the Association, by registered or certified mail at the address of such officer as it appears on the records of the Association at the time of such mailing. No action shall be taken or authorized by the Association pursuant to any such determination until after ten (10) days have elapsed from the date the certified mail notice to the Owner of the Lot involved was mailed; and, if Notice of Appeal has not been received by the President or Secretary (or other officer, in the absence of the President or Secretary) within such ten (10) day period, then the Association may take or authorize the taking of action pursuant to such determination; but if within such period such Notice of Appeal as been received, or if after such period but before the taking of such action a Notice of Appeal is received which has been mailed within such ten (10) day period, then no action shall be taken pursuant to such determination until such determination has been confirmed at a meeting of the Members by the affirmative vote of Members entitled to exercise a majority of the voting power of the Association, and if there be more than one class of membership, then by the affirmative vote of Members entitled to exercise a majority of the voting power of each class of membership, provided that written notice shall be given to all Members at least thirty (30) days in advance of the date of such meeting, stating that such determination and Notice of Appeal will be considered at such meeting.

ARTICLE IX

FUTURE DEVELOPABLE PROPERTY

Section 1. RIGHT TO SUBDIVIDE AND DEVELOP. The Declarant reserves, retains, and shall have the right to hereafter develop and further subdivide and plat all of the property described on Exhibit “A” for such uses as Declarant may deem desirable, subject to the applicable subdivision regulations of the City of Casper, Natrona County and the state of Wyoming.

Section 2. GIFTS OR DONATIONS. The Declarant specifically reserves the right to give or convey any and all future developable property to any organization that is classified as a tax-exempt organization under the laws of the State of Wyoming or the United States.

ARTICLE X

GENERAL PROVISIONS

Section 1. LOT SPLITTING: CONSOLIDATION

A. Two or more contiguous lots within Centennial Hills may be combined with the approval of the design committee and the City of Casper. Such
consolidated lots may thereafter be treated as one building site, and such site may be subjected to these Centennial Hills covenants as a single lot.

B. No residential lot within Centennial Hills shall be split, unless such lot as split is then consolidated with a contiguous lot, and unless the resulting area to be built on shall be larger than one lot.

Section 2. CONVEYANCE OF COMMON AREA: RESERVATION OF EASEMENTS AND RIGHTS-OF-WAY: RECLASSIFICATION OF LAND AREA.

A. Declarant shall transfer and convey to the Association and the Association shall accept, all of its right, title and interest to all of the real property designated as "Common Area." Such common area is subject to any or all of the following exception, liens encumbrances, and easements:

1. The lien of real property taxes and assessments not delinquent;

2. Such easements and right-of-way on, over or under all or any part thereof as may be reserved to Declarant or granted to any Owner or participation facility for the use thereof in accordance with the provisions of Centennial Hills covenants;

3. Such easements and right-of-way on, over or under all or any part thereof as may be reserved to Declarant for access to real property contiguous to common area;

4. Easements and right-of-way on, over or under all or any part thereof as are hereby reserved to Declarant or which may be granted by Declarant to or for the benefit of the United States of America, the State of Wyoming, the City of Casper, any other political subdivision or public organization, or any utility corporation, any participating facility, any project, or any lot, for the purpose of constructing, erecting, operating, and maintaining thereon, therein and there under, at that time or at any time in the future:

   a. Roads, streets, walks driveways, bicycle paths, parkways and park areas,

   b. Poles, wires and conduits for the transmission of electricity for lighting, heating, power, telephone, television and other purposes and for the necessary attachments in connection therewith,

   c. Public and private sewers, sewage disposal systems, storm water drains, land drains and pipes, lines or pipes and any and all equipment in connection therewith.

1. The obligations imposed, directly or indirectly by virtue of any statute, law, ordinance, resolution or regulation of the United States of America, the State of Wyoming, the City of Casper, or any other political subdivision or public organization having jurisdiction over such property, or by virtue of any organization or body politic created pursuant to any such statute, law, ordinance or regulation.

2. Any other lien, encumbrance or defect of title of any kind whatsoever which does not materially and actually prejudice the owners and
The land classification of any real property within Centennial Hills and adjoining lands owner by Declarant which is not common area may be changed to common area by the transfer of such property to the Association from all persons having any right, title or interest therein. The Association shall accept such property and such property and such property shall thereupon become common area in accordance with such designation. Notwithstanding the foregoing, Declarant may change the land classification of any such property as to which it is the owner by designating such property "Common Area." Declarant shall convey such property to the Association which shall accept the same, and such property shall thereupon become Common Area.

Section 3. ASSIGNMENT OF POWERS. Any and all of the rights and powers vested in the Declarant pursuant to the Centennial Hills covenants may be delegated, transferred, assigned, conveyed or released by Declarant to the Association, and the Association shall accept the same, effective upon the recording by the Declarant of a notice of such delegation, transfer, assignment, conveyance or release.

Section 4. CONDEMNATION OF COMMON AREA. If at any time, or from time to time, all or any portion of common area, or any interest therein, be taken for any public or quasi-public use, under any statute, by right of eminent domain or by private purchase in lieu of eminent domain, the entire award in condemnation shall be paid to the Association. No owner shall be entitled to any portion of such award and no owner shall be entitled to participate as a party, or otherwise, in any proceedings relating to such condemnation, such right or proceeding relating to such condemnation, such right or participation being herein reserved exclusively to the Association, which shall, in its name alone, represent the interests of all owners.

Section 5. NOTICES: DOCUMENTS: DELIVERY. Any notice or other document permitted or required by the Centennial Hills covenants to be delivered may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows: If to the Owner, Declarant, Association or the Design Committee, at 421 South Center Street, Casper, WY 82601; provided, however, that any such address may be changed from time to time by any owner, by the Design Committee, or by Declarant by notice in writing, delivered to the Association, or by notice in writing, delivered to all owners.

Section 6. RECREATION FACILITIES. The Association shall have the right to construct such recreational facilities in any portion of the common area that may be approved by a majority vote of the members voting at any regular or special meeting called in accordance with the provisions of these covenants.

ARTICLE XI

ENFORCEMENT, DURATION AND AMENDMENT

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 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 2. DURATION OF RESTRICTIONS. All of the covenants, conditions and restrictions set forth in these covenants shall continue and remain in full force and effect at all times against said property and the owners thereof, subject to the right of amendment or modification provided for in this Article, for a term of twenty (20) years, after which time they shall be automatically extended for successive periods of twenty (20) years.

Section 3. AMENDMENT. 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 lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners, which instrument must be recorded in the Office of the County Clerk of Natrona County, Wyoming. The Declarant shall have the right, during such time as it owns not less than thirty-five percent (35%) of the lots, in number, to change or modify these covenants, and all lots within Centennial Hills including those previously sold shall be subject to such changes. Such amendments shall be duly executed by the Declarant and placed of record in the Office of the County Clerk of Natrona County, Wyoming.

Section 4. VIOLATION CONSTITUTES NUISANCE. If any owner shall violate any restriction, condition or covenant set forth herein, and if such violation is declared by the Association to be, or shall otherwise constitute, a nuisance, the Declarant, or its successors in interest, and/or any lot owner, shall have the right to take such action as may be necessary to abate the same. Such remedies shall be deemed cumulative not exclusive.

Section 5. CONSTRUCTION AND VALIDITY OF RESTRICTIONS. All of said covenants, conditions, and restrictions contained in this declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants or reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant or reservation, or any part thereof, shall be thereby affected or impaired. The declarant, grantor and grantee, their heirs, successors and assigns shall be bound by each Article, Section, subsection, paragraph, sentence, clause and phrase of this instrument that has not been declared invalid or inoperative, or that has, for any reason, become unenforceable.

Section 6. VARIANCES. The design committee may, in its sole discretion, allow reasonable variances and adjustments of the foregoing covenants, conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the covenants contained herein, or to grant variances in regard to the requirements contained in Article VI Section 3 for the purpose of enhancing views, utilizing a lot to better advantage, and enhancing the placement of improvements on the property. However, variances shall only be approved in such a manner as to give effect to the intent and purposes hereof, and only on the condition that such variances shall not be materially detrimental or injurious to other property or improvements in the neighborhood. Any variances or adjustments of these conditions, covenants and restriction granted by the design committee, or any acquiescent or failure to enforce any other instance.
Section 7. EFFECTIVE DATE. This Amended and Restated Declaration shall become effective upon its recordation in the Public Records of Natrona County of Wyoming.

IN WITNESS WHEREOF, 402 Limited Liability Company, a Wyoming limited liability company, has executed this instrument at Casper, Wyoming, this ___ day of __________, 2002.

402 LIMITED LIABILITY COMPANY,
a Wyoming limited liability company

BY: ____________________________
LAUREL LUNSTRUM, co-managing member

STATE OF WYOMING )
) ss.
County of Natrona )

Subscribed and sworn to before me by ________________________________
This ___ day of __________, 2002. Witness my hand and official seal. My commission expires: ________________________________

Notary Public

FRANK M. JONES
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires Jan 28, 2005

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