

RECORDED MAY 11, 1994 BK 366 PG 159 NO 168143 RONALD L. DAILEY, COUNTY CLERK

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
OF CENTENNIAL RANCH

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS Clarene and Creed Law (hereafter referred to as "Declarants") are the Owners of all that certain real property situate in Sheridan County, State of Wyoming, known and described as Centennial Ranch, a subdivision of Sheridan County, Wyoming, more particularly described on Exhibit "A" attached to this Declaration (hereinafter referred to as the "Subdivision" or "the Property") and as shown on the plat and dedication thereof duly recorded in the office of the County Clerk of Sheridan County, State of Wyoming, in Book C of Maps at #45, and

WHEREAS, in order to insure the use and development of the Subdivision exclusively for residential purposes, to preserve the natural beauty and attractiveness of the area, and to maintain property values, the undersigned Declarants hereby make and impose upon the Subdivision the restrictions and limitations hereinafter set forth,

NOW, THEREFORE, for and in consideration of the premises, Declarants do hereby make, publish, declare and impose upon all of the lots and real property situate and included within the Subdivision the following restrictions and limitations governing the use and development of all lots within the Subdivision, and do hereby declare the restrictions and limitations shall constitute covenants running with the land in the Subdivision, shall be effective upon the sale of the first lot in the Subdivision, and

shall be binding upon the undersigned and all persons claiming by through and under them from and after the first lot sale, and shall be for the benefit of all future Owners of lots within the Subdivision, to wit:

ARTICLE I

DEFINITIONS

1. RESIDENTIAL LOTS: All lots within the Subdivision designated on the recorded plat by lot number shall be for single family residential purposes only.
2. CENTENNIAL RANCH: Centennial Ranch as used in these covenants shall include all lands included within the Subdivision as shown on the plat. Any lands added to Centennial Ranch in accordance with this instrument and expressly made subject to this Declaration by written amendment filed in the office of the Sheridan County Clerk shall thereafter be deemed part of the Subdivision for purposes of the application of this Declaration.
3. ASSOCIATION: The Association shall refer to the Centennial Ranch Owners' Association, Inc., a not-for-profit Wyoming corporation, its successors and assigns, and shall include all Lot Owners in the Subdivision.
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 within the Subdivision, including contract buyers, but excluding those having an interest solely as security for the performance of an obligation.

5. PROPERTIES: All lots and common areas included in the Subdivision and any other property which may be added as provided in these covenants, and as included in the plat.

6. COMMON AREAS: All property owned by the Association for the common use and enjoyment of the Owners and show as such on the plat. The Common Areas shall be controlled and managed by the Declarants and thereafter by the Association as hereafter provided:

(a) Streets, roads and thoroughfares as shown on the Subdivision plat and all easements for the purpose of providing, maintaining, improving the installation of access to the lots, and maintenance of all utilities and use by utility companies providing services to the Subdivision.

(b) Such other common areas designated as open areas or the plat.

7. Declarants: Includes Clarene and Creed Law, their successors and assigns if such successors or assigns acquire more than one undeveloped lot from Declarants for the purpose of development.

ARTICLE II

CENTENNIAL RANCH OWNERS' ASSOCIATION

1. The Centennial Ranch Owners' Association, a Wyoming corporation not for profit, in accordance with the Articles of Incorporation of said Associates as in effect and filed with Secretary of State of Wyoming and as the same may be duly amended from time to time is created by the Declarants to succeed to the

operation and control of the Common Areas within the Subdivision.

2. Membership in Centennial Ranch Association: All persons, corporations, or associations who own or acquire title in fee to any of the land (other than lands dedicated common or as public lands), by whatever means acquired, shall automatically become members of the Association.

3. The organization and operation of the Association shall be through a Board of Directors and such other committees as may be established from time to time by the by-laws of the Association.

4. The Association shall have the authority to pass reasonable rules and regulations of the Common Areas and to assess the Lot Owners annual and special fees for all costs and expense incurred by the Association in capital improvement, maintenance of the common areas and enforcement of these covenants.

ARTICLE III

COMMON AREAS

1. Owners' Easements of Enjoyment: All Lot Owners shall have rights of access and easements of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every lot, subject to the following:

- (a) The right of the Association to charge reasonable fees for the use and maintenance of the Common Areas, or any part thereof.
- (b) The right of the Association to suspend voting rights of, and the use of any of the Common Areas by, any Owner for any period during which an assessment against the Owner's

lot is due but unpaid. Utilization of the Common Areas and suspension of voting rights may be enforced for a period not to exceed sixty (60) days and for any infraction of the published rules and regulations of the Association.

- (c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, assessment district or utility for such purposes and upon such conditions as agreed to by the members of the Association; provided, however, no such dedication or transfer shall be effective unless approved by a resolution adopted by two-thirds (2/3) of each class of members of the Association who cast votes in person or in proxy at a meeting duly called for each purpose.

2. Delegation of Use: Any Owner may delegate, in accordance with the By-Laws, his right and enjoyment to the Common Areas to the members of his family, his tenants, invitees, guests or contract purchasers.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Each owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to the lot and may not be separated from ownership of the lot which is subject to assessment.

2. The Association shall have two classes of voting membership:

Class A; Class A members shall be all Owners with the exception of Declarants and shall be entitled to one vote for each lot owned. When more than one person owns an interest in a lot, all Owners may be members of the Association provided, there shall be only one vote for each lot which vote shall be cast by the person designated by the Owners of the lot.

Class B; The Class B member shall be Declarants who shall be entitled to two votes for each lot owned. The Class B membership shall cease and be converted to Class A membership (i.e. one vote for each lot owned) on the happening of either of the following events, whichever first occurs:

- (a) when the total votes outstanding in the Class A membership are divided by 2 and is one less than the total votes outstanding in the Class B membership; or
- (b) on the 1st day of September, 1994.

ARTICLE V

Annual and Special Assessments

1. Purpose of Assessments: Annual and special assessments may be levied by the Association for snow removal; the care and maintenance of roads; the improvement, care and maintenance of the common areas and to promote the recreation, health, safety and welfare of the residents within the Subdivision and other reasonable purposes as may be determined by the Association from

time to time.

2. Special Assessments for Capital Improvements: In addition to the annual assessments, the Association may levy year a special assessments for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment for capital improvements shall have the assent of two-thirds (2/3) of the votes of each class of members who cast votes in person or by proxy at a meeting duly called for this purpose.

3. Amount of Assessment: The amount of annual or special assessments shall be set each year by the association and shall not exceed the amount necessary to cover the reasonably estimated costs of maintenance and repair and the cost of any capital improvement.

4. Uniform Rate of Assessment: Annual and special assessments must be fixed at a uniform rate, (except as hereinafter provided), for all lots and may be collected on an annual, monthly or such other basis as determined on by the Board of Directors of the Association; provided that the portion of the Association costs attributable to the irrigation and drainage system shall be pro-rated among the lots in accordance with a schedule prepared by the Declarants and attached to these covenants, it being recognized that all lots within the Subdivision will not benefit equally from the irrigation system.

It is further provided that the assessment for all lots owned by the Declarants upon which no residential improvements have been constructed shall be fixed at no more than one-half (1/2) of the assessment rate for other lots, except that such lots shall be chargeable with the full amount of the pro rata irrigation assessment as provided above.

5. Date of Commencement of Annual Assessment; Due Dates: The annual assessments provided for herein shall commence as to all lots on the first day of the month following the date of the approval and filing of the final plat of the Subdivision. The first annual assessment 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 at least thirty (30) days in advance of each annual assessment period (which, unless changed by the Board of Directors, shall be the calendar year); provided, however, failure of the Board to fix an assessment within the time provided therefor shall not preclude the Board thereafter fixing an assessment for the annual assessment period.

6. Creation of the Lien and Personal Obligation for Assessments: The Owner of each lot, his heirs, successors and assigns, by acceptance of a deed or upon execution of an agreement to purchase any lot within the Subdivision, whether or not expressed in such deed or agreement, is and shall be deemed to covenant and agree to the following:

- (a) to pay all annual assessments or charges made against the lot by the Association within thirty (30) days of receipt of the billing for such assessment or charge;
- (b) to pay all special assessments for capital improvements, such assessments to be established and collected as hereinafter provided;
- (c) annual and special assessments, together with interest, costs and reasonable attorney's fees, shall constitute a charge upon the land and shall be a continuing lien upon the lot (being deemed to be each lot shown on the original Subdivision plat) 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 Owner of the lot at the time the assessment. The obligation for delinquent assessments shall pass to the successor's in title and the lien shall continue as a charge against the lot despite a transfer to title;
- (d) A lien for unpaid assessments shall be deemed perfected by the Association upon the filing of an affidavit in the real estate records of Sheridan County stating the name or names and addresses of the delinquent lot Owner or Owners affected by the lien, the amount of the lien, a statement of accruing interest, costs, and attorney fees; and a statement that the assessment has remained unpaid for at least thirty (30) days after written notice of

non-payment has been sent by certified mail, return receipt requested to the owner.

ARTICLE VI

NOTICE OF MEETING

1. Notice and Quorum for Any Action Authorized By These Covenants: Written notice of any meeting called for the purpose of taking any action authorized under these Covenants shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the attendance of members in person or by proxies entitled to cast sixty percent (60%) of all of the votes of each class of the 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 (50%) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the meeting originally called for such purpose.

2. Notice of Annual Assessment: Written notice of assessment shall be sent to every lot Owner at least thirty (30) days prior to the due date. The due dates shall be established by the Board of Directors. The Association shall, upon demand of the Owner or a person authorized by the Owner, 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.

3. Effect of Nonpayment of Assessment; Remedies of the Association: Any assessment not paid within thirty (30) days after notice shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may at its option bring an action at law or in equity against the Owner personally obligated to pay the same, or foreclose the lien against the property or both. 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.

ARTICLE VII

ENVIRONMENTAL COMMITTEE

1. Environmental Committee: The environmental committee (the "Committee") shall mean the Board of Directors of the Association, as said Board of Directors is presently constituted and shall be constituted from time to time in the future or a separate Committee composed of three (3) or more members named by such Board of Directors. Said Committee shall have and exercise all the powers, duties and responsibilities set forth in these covenants:

2. Approval by Environmental Committee: No construction of any improvements, including but not limited to dwelling houses, barns, swimming pools, tennis courts, ponds, flag poles, antennas, fences, walls, garages, road ways or drives, parking areas, curbs, walks, and landscape improvements shall be commenced, constructed or altered nor shall natural vegetation be altered or destroyed unless and until a permit has been issued by the committee. Plans

and specifications for any such construction, as required under paragraph 6 of this Article, shall be submitted for permit approval to the Committee. Within thirty (30) days of receipt of the plans, the Committee shall meet and determine whether the plans and specifications comply with these covenants and the zoning rules and regulations of Sheridan County. The Committee shall render its decision in writing. In the event the Committee disapproves the plans, the person or association submitting them may appeal to the next annual or special Association membership meeting. At such meeting a vote of two-thirds (2/3) of each class of members casting votes in person or by proxy shall be required to overturn the decision of the Committee.

3. Variances: Where circumstances, such as topography, property lines, location of trees, vegetation or other physical interference requires, the Committee may, by two-thirds (2/3) vote, allow minor variances to the covenants herein contained.

4. General Requirements: The Committee shall exercise its best judgment with respect to all construction, landscape improvements and alterations within the Subdivision in an effort to ensure that all improvements are complimentary to and consistent with the natural surroundings and existing structures. The Committee shall approve the visual design, materials, color, site location, height, topography, driveway, grade, and finished ground elevation of any proposed improvement. The Committee shall protect the seclusion of each home location from other sites insofar as possible.

5. Preliminary Approvals: Persons or associations who anticipate constructing improvements or causing improvements to be constructed within the Subdivision or persons who contemplate the purchase of land may submit a preliminary design of improvements to the Committee for informal review. The Committee shall not be committed or bound by any informal review until a complete set of design plans are submitted for approval, but shall endeavor where practical to suggest such changes or alterations as may be required prior to final submission.

6. Plans: Prior to construction of any building or remodeling of an existing structure, plans and specifications prepared by a licensed architect or engineer shall be submitted to the Committee for review and after approval construction may commence and continue so long as it is consistent with the approved plans. The Committee shall disapprove any plans submitted which are not sufficient for them to exercise the judgment required by these covenants. The Committee must also review and approve any changes or deviations from the original plans and specifications as submitted.

7. Committee Not Liable: The Committee shall not be liable in damages to any person or association submitting any plans for approval, or to any Owner or Owners of lands within the Subdivision by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any person or association acquiring title to property in the Subdivision, or any person or association submitting plans to the

Committee for approval, by so doing does agree and covenant that he or it will not bring action or suit to recover damages against the Committee, its members as individuals, advisors, employees, agents, or developer.

8. Written Records: The Committee shall keep at least two (2) years complete records of applications submitted to it (including one set of all architectural plans so submitted) and actions of approval or disapproval and other actions taken by it under the provisions of this instrument.

ARTICLE VIII

RESTRICTIONS ON ALL RESIDENTIAL LOTS AND TRACTS

1. Zoning Regulations: No land within the Subdivision shall be occupied, used by, or for, any structure or purpose which is contrary to the zoning regulations of Sheridan County, Wyoming or these covenants.

2. Uses: Each lot within the Subdivision shall be utilized for one single family residential site and such additional structures as permitted by the Sheridan County Zoning and Subdivision Resolutions and specifically provided for by these covenants.

3. Prohibited Activities: Except that a dwelling may be leased by the Owner or Owners thereof to a single family for residential purposes only, no in home business, commercial, or manufacturing enterprise, or any business enterprise of any kind or nature, whether or not conducted for a profit, shall be operated, maintained or conducted on any lot in the Subdivision or in any

improvement erected or placed therein, nor shall any dwelling, or any part thereof, be used as a boarding or rooming house, nor shall any mining or quarrying operations or operations for drilling of any oil or gas well be conducted or permitted in the area, nor shall any signs, billboards or advertising devices, except as hereinafter provided, be erected, placed or permitted to remain on any lot in the area.

4. Signs and Billboards: One "For Rent" or "For Sale" sign, which shall be no larger than six (6) square feet, shall be permitted. One entrance gate sign identifying the Owner or occupant of the property, of a style and design as approved by the Committee, shall be permitted; otherwise, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted to remain on any tract or lot.

5. Animals and Livestock: It shall be permissible for the Owners of a lot, in addition to household pets, to own and maintain on the lot no more than two horses. No other animals or livestock shall be deemed a permissible use. All horses and pets shall be cared for in a human fashion and confined on the lot and not permitted to stray or roam free outside the lot. In the event the Committee determines that any animals on a lot, even though permissible within this provision, have become or constitute a nuisance to other Owners in the Subdivision, the Committee is granted the authority to restrict such use in such manner as it deems appropriate, including the power to order the removal of any offensive animal or pet.

6. No Re-Subdivision: No lot within the Subdivision shall be re-subdivided into smaller tracts or lots nor conveyed or encumbered unless the entire lot is so conveyed or encumbered, provided that, conveyances or dedications of easements for utilities or private lanes or roads is exempted.

7. Combining Tracts: If two or more contiguous residential tracts are owned by the same Owner or Owners, they may be combined into one or more larger residential tracts by means of a written document executed, acknowledged and approved by the Owner and the Committee, and recorded in the real property records of Sheridan County, Wyoming. Thereafter, the new and larger lot or tracts shall each be considered as one lot for the purpose of these covenants.

8. Service Yards and Trash: Clotheslines, service equipment, trash, woodpiles, or storage areas shall be screened by planting or fencing to conceal them from view of neighboring lots, drives and roads. All refuse and trash shall be removed from all lots and tracts and shall not be allowed to accumulate.

9. Underground Utility Lines: All water, gas, cable television, telephone lines and other utilities within the limits of the Subdivision shall be underground except such necessary above ground facilities as may be incident thereto. Utilities shall, where possible, be installed within road right-of-way or easements as indicated.

10. Fences: All fences on road frontage and side fences running back along the property line or a point even with the front

of the residential structure on said lot shall be of wood rail, wire, or other suitable construction approved by the Committee. The remaining side and back fences may be woven or barbed wire. If the fences are not woven wire, a minimum of four (4) strands must be used. Posts for all fences shall be spaced no more than a maximum of one (1) rod apart. Where fences cross irrigation, drainage ditches, live water or easements a usable gate having a width of no less than twelve (12) feet shall be installed to facilitate ingress and egress for the maintenance and cleaning of such ditches and drainage easements. All fences shall be maintained in a sightly condition by the Owner thereof.

ARTICLE IX

SPECIFIC RESTRICTIONS ON RESIDENTIAL TRACTS

1. Number and Location of Buildings: No more than one single family residence and such outbuildings as specifically allowed by the covenants shall be placed on any lot. No other buildings or structures shall be placed, erected, altered or permitted to remain on any single-family residential lot. Construction on any lot in this Subdivision is subject to the following:

- (a) No construction of any kind (except fencing) shall be placed less than forty (40) feet from the front boundary;
- (b) No construction of any kind (except fencing) shall be placed closer than twenty-five (25) feet from the rear or side boundary line.

(c) No structure shall exceed thirty-two feet (32') in height at the peak of the roof.

2. Additional Structures: In addition to one residential building, a lot owner may construct one attached or separate garage, one horse barn, one storage shed. No structure other than one single family residence shall be used as a permanent resident.

3. Square Footage: The ground floor (1st floor) area of a single-family dwelling, exclusive of porches, carports or garages, shall not be less than 1,200 square feet for a one-story dwelling. Where a single-family dwelling contains more than one level (including split-level or tri-level) the first two (split) levels shall equal no less than 1,400 square feet of floor area.

4. Towers and Antennas: No towers or radios or television antennas higher than three (3) feet above the highest roof line of the dwelling house shall be erected on any residential tract, and all such towers and antennas must be attached to the dwelling.

5. Landscape Development: All areas disturbed by construction shall be returned to natural conditions and replanted with suitable ground cover. Irrigated areas may be cropped or planted to pasture.

6. Tanks: No elevated tanks shall be erected or permitted upon any lot, except such elevated storage tanks as may be necessary for the Centennial Ranch water systems, a propane tank for residential use, and one gasoline and one diesel fuel storage tank per lot. Fuel tanks (excluding propane tanks) shall have a capacity no greater than five hundred (500) gallons each, and must

be located in the rear yards at least thirty (30) feet distance from any building. Any propane tank used in connection with a dwelling or other structure shall be a part of the structure as approved by the Committee or shall be located in the rear yard behind the dwelling or fenced. All propane, gas and diesel tanks shall also be painted a color consistent with the surrounding environment.

7. New Construction: All construction shall be with new materials. No prefabricated homes, mobile homes or other type of prebuilt homes shall be installed in the Subdivision. Nor shall any prebuilt homes or other buildings of any sort be moved onto any lot in the Subdivision.

8. Used or Temporary Structures: No used or temporary houses, mobile homes, trailers, or other structures of a non-permanent nature shall be allowed on any lot as place of residence or habitation either permanently or temporarily, and no dwelling shall be occupied in any manner prior to its completion. Construction of any new residential structures or outbuildings shall be completed in no more than one (1) year from the date construction commences.

9. Off-Street Parking: Each dwelling shall be constructed with adequate off-street parking area for at least two automobiles per residential unit. No parking shall be allowed within the boundaries of any road right-of-way. No campers, motor homes, boats, snowmobiles, snowmobile trailers or similar vehicles of any kind shall be parked or stored on any lot except in the rear

portion thereof, and no such vehicle shall be used as a dwelling while on the premises. For purposes of this paragraph "rear portion" is defined as that portion of a lot which has as its front boundary a line parallel with the road fronting said lot and passing through the corner of the residence furthest therefrom or, in the instance of a corner lot, bordered by two roads, it shall be that portion having as its front boundary lines parallel with the road fronting such lot and running through the rear corner of the residence furthest therefrom and as side boundary which shall be a line parallel to the side road and running through the corner of the residence nearest the side road.

10. Sanitary Systems: No sewerage disposal system shall be constructed, altered or allowed to remain or be used unless fully approved as to design, capacity, location and construction by all proper county and state health agencies.

11. Land Uses: No improvements nor any noxious activity shall be permitted on any residential lot which is or might become a nuisance to adjoining residential tracts.

ARTICLE X

DEDICATION OF ROADS AND RESERVATION OF EASEMENTS

1. Utility Easements: Declarants hereby reserves to itself, their successors and assigns, perpetual easements within the Subdivision boundary, on and along ten (10) feet on either side of all property and lot lines, and on and along all roadways, for the purpose of constructing, maintaining, operating, replacing, enlarging and repairing power, telephone, water, irrigation, storm

drainage and similar lines, pipes, wires, ditches and conduits for the benefit of the Subdivision and for the extension of such utilities into and the development of lands adjacent to the Subdivision together with the easements shown on the Subdivision plat. This right is a perpetual right and shall not be modified by any future covenant changes; the location of the utility easements may be modified by the Board of Directors of the Association, with approval of the utilities serving the area, joinder and combination of two lots as provided in paragraph 7 of Article VIII.

2. Irrigation and Drainage Easements and Rights-Of-Way:

Declarants hereby reserves to itself, its successors and assigns, perpetual easements across the land in the Subdivision, along all irrigation and drainage swales, ditches and roads presently in existence or hereinafter constructed and along all lot lines for the purpose of constructing, maintaining and operating pipelines and ditches for proper irrigation and drainage of all meadow lands or any lots or tracts in the Subdivision and all lands owned by Declarants adjacent thereto. Declarants similarly reserves to itself, its successors and assigns, the right to irrigate and go on all such lands and easements at all reasonable times, for the purpose of preserving and maintaining the natural beauty. There shall be no construction of roads, bridges, driveways, paths or trails across any irrigation or drainage easements unless and until the plans and specifications have been approved by the Environmental Control Committee. Any such crossing must include a culvert or a bridge having a diameter, or equivalent clearance,

sufficient to carry or direct water. Similarly, there shall be no access road installed or constructed into any of the lots unless and until there shall have first been installed a culvert or bridge in the borrow pit adjacent to the main road sufficient to allow adequate flows of water.

3. Dedicated Roads and Maintenance: Declarants, its successors and assigns, shall construct all roads, drives and lanes shown on the Subdivision plat. In addition, Declarants will construct these portions of Wheatly and French Pete in the Piney South Subdivision from Fischer Drive extending westerly from into the Centennial Ranch Subdivision, and will upgrade that portion of Wheatly Drive extending easterly from Fischer to the Wagon Box Road by placing 1½ to 2 inches of gravel on the surface. The Association shall assume all responsibilities and obligations for snow removal and the continual maintenance and improvement of the dedicated roads, drives and lanes within the Subdivision and including those portions of Wheatly and French Pete Drives described above in the Piney South Subdivision (not including Wheatly Drive from Wagon Box Road to Fischer) until such time as the same may be transferred to and accepted by Sheridan County, Wyoming or such other duly constituted governmental agency as may take over such roads for public purposes.

4. Fire Protection: Declarants shall install a 5000 gallon capacity water storage tank within Lot 13 of the Subdivision for fire protection. Easements for access to and maintenance of the storage tank facility are reserved in the plat. Upkeep and

maintenance of the storage facility shall be the responsibility of the Association.

ARTICLE XI

ENFORCEMENT

1. Enforcement Actions: The Committee shall have the right to prosecute any action enforcing the provisions of all covenants by injunctive relief, on behalf of itself and all or part of the Centennial Ranch Owners. In addition, each Owner shall have the right to prosecute for injunctive relief and for damages by reason of any covenant violation.

2. Limitations on Actions: In the event any construction, alteration or site landscape work is commenced upon any portion of the Subdivision in violation of these covenants and no action is commenced to restrain such violation within ninety (90) days after the violation is recognizable, then injunctive or equitable relief shall be denied, but action for damages shall still be available to any party aggrieved. Said ninety (90) day limitation shall not apply to injunctive or equitable relief against other violations of these covenants.

ARTICLE XII

GENERAL PROVISIONS

1. Severability: Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

2. Effect and Duration of Covenants: The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each tract in the Subdivision, and each Owner of property therein, his successors, representatives and assigns and shall continue in force and effect until September 1, 2003, at which time they shall be automatically extended for five (5) successive terms of ten (10) years each.

3. Amendment: The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated or amended except by written consent of the Owners of eighty percent (80%) of the privately owned land included within the boundaries of Centennial Ranch, as the same may then be shown by the plat on file in the office of the Clerk and Recorder of Sheridan County, Wyoming. Any such amendment shall be ineffective until it shall have been placed of record in the office of the County Clerk, Sheridan County, Wyoming.

4. Enforcement: If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for the Association or any person or persons owning real property in the Subdivision to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages actual and punitive for such violations.

5. Annexation:

- (a) Additional residential property and Common Areas may be annexed to the Properties and thereby subjected to the jurisdiction of the Association with the consent of two-thirds (2/3) of each class of members.
- (b) Upon a merger or consolidation of the Association with another association as provided in the Articles of Incorporation, its Properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the Properties, rights and obligations of the Association by the surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established on any other Properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Properties except as may be herein provided.
- (c) In the event of annexation, Declarants reserve the right to extend dedicated roads, easements, trails and other common areas into any annexed property.

IN WITNESS WHEREOF, the Declarants have executed this
 "Declaration of Covenants" for Centennial Ranch Subdivision, this
28 day of April, 1994.

CENTENNIAL RANCH SUBDIVISION

DECLARANTS:

Clarene Law
 CLARENE LAW

Creed Law
 CREED LAW

STATE OF WYOMING)
 County of TETON) ss.

28th The foregoing instrument was acknowledged before me this
 day of April, 1994.

WITNESS my hand and official seal.



Christopher S. Leigh
 Notary Public

My Commission expires: 5-12-97.

"EXHIBIT A"

LOTS 1 THROUGH 24

CENTENNIAL RANCH SUBDIVISION

SHERIDAN COUNTY, WYOMING