

**DECLARATION OF COVENANTS  
CONDITIONS & RESTRICTIONS  
ASH MEADOWS Phase I & II**

**919579**

To be known as Block 1- Lots 1-19; Block 2- Lots 1- 27; Block 3- Lots 1-8;  
Block 4 - Lots 1-26; Block 5 - Lots 1-5; Block 6 – Lots 1-13&26; Block 7 – Lots  
1 & 26; Block 13- Lots 1-6

THIS DECLARATION made on the date hereinafter set forth by Ash Meadows, LLC of Gillette,  
Campbell County, Wyoming, hereinafter referred to as "Declarant".

**WITNESSETH:**

THE UNDERSIGNED, being the Owner of the following described real property in Gillette,  
County of Campbell, Wyoming to wit:

Property Description: See Attached

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 owner thereof.

**ARTICLE I**

**DEFINITIONS**

Section 1. "Declarant" shall mean and refer to Ash Meadows, LLC and its successors and  
assigns.

Section 2. "Developer" shall mean and refer to Ash, Inc. and its successors and assigns.

Section 3. "Lot" or "Unit" shall mean and refer to any plot of land shown upon any recorded  
subdivision map of the properties and any house or manufactured home created by any document  
of record for the same.

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

Section 5. "Properties" shall mean and refer to that certain real property herein before described and known as Ash Meadows, and such additions thereto as may hereafter be brought within the jurisdiction of the development.

Section 6. "House Lot" shall mean any plot of land shown upon any recorded subdivision map of the Properties as a Single Family House Lot.

Section 7. "House Unit" shall mean any building unattached to another residence (excluding attached garages) situated upon the property and designated and intended for use and occupancy as a residence by a single family.

## ARTICLE II

### USE COVENANTS AND RESTRICTIONS

The following covenants shall apply to residential Lots in Ash Meadows, which shall include all Lots hereafter platted as residential Lots in Ash Meadows and all lots described at the commencement of these covenants.

Section 1. Use of lot: Each lot shall be used for residential purposes only. Business use may be allowed for any business, trade, or commercial purpose under the following conditions: a) Individuals only may conduct non-nuisance, inoffensive businesses from their homes; and, b) No employees other than those living in the residence may participate in the business activities; and, c) The Business use may be permitted only upon receipt of a special use permit from the City of Gillette Building and Planning department, and upon approval of the Architectural review committee.

Section 2. Sales of Facilities of Declarant: Notwithstanding any provision in Section 1, Declarant, its agent, employees and contractors shall be permitted to maintain, during the period of construction and sale of the buildings in the Project, upon such portion of the property as Declarant may choose, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient, or incidental to the construction, sale or rental of Lots, including, but without limitation, a business office, construction and storage area, signs, sales offices and parking areas.

Section 3. Construction: All construction shall be new. No previously occupied dwelling or trailer house, or mobile home is permitted to be placed as a residence on any properties. A home shall be the equivalent of a double wide or larger manufactured home. No single wide manufactured homes or mobile homes are permitted. No basement, trailer, camper, 5<sup>th</sup> wheel, vehicle or structure of any kind, except a completed dwelling house, shall be occupied or used for residential purposes except as temporary shelter during the construction period. All construction shall meet or exceed all applicable building codes. No basement shall be constructed or allowed in this subdivision.

Section 4. The Architectural Review Committee shall approve all construction. The

Architectural Review Committee shall consist of one representative of the Owners within Ash Meadows, one representative of the Developer and one representative of Ash Meadows, LLC. The Architectural Review Committee shall exist when all property in Ash Meadows has been constructed. Members shall be initially appointed by the Developer and thereafter selected by current Committee members. The Committee may be expanded to more than 3 members at the motion of the Committee but may never be reduced to less than 3 members. Initial Members of the Committee members are:

- Albert Howell - for Ash Meadows, LLC
- Lawrence Messer - for Developer, Ash, Inc.
- To be specified - Lot Owner

Section 5. Exterior Appearance: The exterior of every building shall be composed of one or a combination of the following; natural wood, hardboard, steel, vinyl, or other material of a similar or compatible appearance, stone or brick or brick veneers. All exterior surfaces shall be painted, stained or otherwise finished in an earth tone or neutral pastel color, or shall be painted using a semi-transparent stain or clear sealer. White siding and trim shall be acceptable. Roof shingles shall be equivalent to the following colors: weathered, stone, slate or dark gray, brown, or dark tan. The exterior appearance for every building shall be subject to approval by the Architectural Review Committee.

Section 6. Approval by Architectural Review Committee:

- No building, including a storage building or a shed of any kind, shall be erected, placed or altered on any lot until the construction plans and specifications, and the plan showing the location of the structure have been approved by the Architectural Review Committee for quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finished grade elevation. Said approval shall not be unreasonably withheld.
- A set of final plans, including but not limited to the following, shall be submitted to the Architectural Review Committee for review and approval:
  - Front view, right, left, and rear exterior views of the home showing the house as it will fit the topography of the lot, as well as exterior siding design and painting schedules for all sides and all exterior surfaces.
  - Site plans showing exact placement of home on the lot, as well as relationship to any existing or already approved immediately adjacent homes.
  - Standard construction drawings showing floor plans and all dimensions.

Section 7. Construction - Commencement / Completion:

- Each Owner must commence construction of a residence upon the lot purchased within one (1) year of the date of purchase from the Declarant. In the event that the Owner shall not commence construction as required, Declarant may, at Declarant's sole discretion,

repurchase the lot at the same price as sold to Owner at any time after such one (1) year period.

- Any building, addition, or other improvement commenced on any lot shall be pursued diligently to completion and shall be completed within four (4) months from the commencement of the construction unless such completion is prohibited by inclement weather or disaster. All lawns and landscaping shall be completed within twelve (12) months from the commencement of home construction/installation.

Section 8. Appearance and Landscaping: The improvements on each lot and the landscaping shall at all times be maintained with grass that is fertilized, watered, and mowed regularly, and shrubs and trees that are properly maintained, and all other landscape attributes maintained in a manner offering a pleasing appearance. Areas that are not landscaped must be kept clean and neat, and free of weeds and debris.

Section 9. Parking: Residents' vehicles shall be parked within the garage and/or driveway provided for each unit. No boat, truck, trailer, or camper shall be parked at any home except within the authorized parking areas on each lot. No vehicle shall be parked in any location that interferes with access to any other location or that unduly obstructs sidewalks, vision or view. Outdoor repair of any vehicle or equipment is prohibited. No vehicle without a current license plate shall be parked at any location within the subdivision.

Section 10. Pets: No animals, livestock or poultry of any kind shall be raised, fed or kept by any Owner, except that dogs, cats or other customary household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. All pets must be confined primarily upon the owner's property. Pets outside must be in an enclosure or on a leash. The number of pets shall be limited to three (3) per household. Noisy pets, including barking dogs, shall not be kept on the property. Any owner with an uncontrolled barking dog, or other noisy pet, shall be required to remove the animal from the property immediately.

Section 11. Annoyance or Nuisance: No obnoxious or offensive activity shall be carried upon or on any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood including but not limited to excessive noise, loud music, loud parties or fireworks. No firearms shall be discharged within the subdivision. No noisy recreational vehicles, such as motorcycles, dirt bikes, or snowmobiles shall be allowed to operate within Ash Meadows, except for access from an owner's home across the interior roads for access to the off-site public right-of-way.

Section 12. Signs: No sign of any kind shall be displayed to the public view on any lot or right of way except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such signs as may be erected and maintained by the Declarant. No signs or advertising devices of any character shall be erected, posted, or displayed upon, in or about any lot within the property; provided, however, that one temporary real estate sign not exceeding six (6) square feet in any area may be erected upon any lot placed upon the market for sale or rental of such lot. This covenant shall not apply to signs of Declarant during the period of sales activity of the Declarant.

Section 13. Fences: There shall be no fencing allowed whatsoever in any front yard, forward of the front corner of any home or garage. Fencing of any home site shall be first approved by the Architectural Review Committee prior to any fence construction. Fences shall not exceed 6 feet in height. The color and texture of the fencing material facing the street frontage(s) shall complement the siding of the home. No chain link fencing shall be permitted on any part of the lot. Dog run fencing must be approved by the Architectural Review Committee.

Section 14. Towers, Antennas, and Clotheslines: There shall be no towers, antennas, except small television satellite receivers, or clotheslines, located on any lot in such manner as to be visible from adjacent streets, unless specifically approved by Declarant.

Section 15. Trash: No areas of Ash Meadows shall be used or maintained as a dumping ground for old vehicles, rubbish, or trash. All garbage or similar waste shall be kept in sanitary containers and other equipment for the disposal of garbage. The container shall be kept in a clean, sanitary and fire safe condition. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerators shall be kept or maintained upon any property.

Section 16. Lot Division: No lot shall be divided or subdivided and no portion of any lot other than the entire lot shall be transferred or conveyed for any purpose. The provisions of this subsection shall not apply to the Declarant. The provisions of this subsection shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, public utility, or other public body or authority.

Section 17. Garages/Doors: Garage doors and the doors of any other storage room, or the like shall be closed when not in use.

Section 18. Driveways: All driveways and parking areas shall be constructed of paved concrete or asphalt.

Section 19. Setbacks: No home may be located within fifteen (15) feet of the right-of-way from the nearest street on which the dwelling faces or within five (5) feet of the side line of the property or fifteen (15) feet when the side lines are adjacent to the street. Individual corner sites may be subject to case by case variances at the pleasure of the Architectural Review Committee, subject to City requirements.

Section 20. Drainage: Development upon any lot in the above described property shall be maintained in such a way as to not create additional or damaging drainage on another owner's site.

Section 21. Lot Easements: Utility easements shall be as shown on individual survey and lot plats as recorded and on the Application for Permit to Construct diagrams.

Section 22. Utilities: All utilities, including but not limited to, telephone, electricity, gas, sewer, and cable television shall be buried underground, no poles for utility purposes shall be permitted

above ground on any lot. Satellite dishes shall be out of public view, to the greatest extent possible, and no poles for utility purposes shall be permitted above ground on any lot. No offensive or intrusive lighting is permitted.

Section 23. Wells: No private well shall be drilled, operated, maintained or used on or in connection with any lot or unit, with the exception of the existing house well on the property.

Section 24. Breach of Covenants: It is expressly provided that a breach of any of the restrictions and covenants herein above set forth shall not defeat or render invalid the lien of any mortgage made in good faith; but said restrictions and covenants shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure or otherwise, as to any breach occurring after such acquisition of title.

Section 25. Exterior Maintenance. In the event an owner of any lot or home in the property shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Declarant, or the Association or the Board of Directors, then the Declarant, the Association or Board of Directors shall have the right, through it's agents and employees, upon ten (10) days written notice of the same to the lot/home owner, to enter upon said parcel and to repair, maintain and restore the lot or home and any other improvements erected thereon. The cost of such exterior maintenance shall be assessed to the owner of such lot or home.

### ARTICLE III

#### INTERPRETATION

In any event of any question of interpretation of these covenants, Declarant's decision shall be final and binding on all parties concerned.

### ARTICLE IV

#### MEMBERSHIP, VOTING RIGHT, AND ORGANIZATION OF ASSOCIATION

Section 1. Developer/Declarant as Association: Developer/Declarant shall act as the Association and board of Directors for all purposes under these Declaration of Restrictions and Covenants to Run with the Land, until either of the following events:

- A. The sale and closing by Developer/Declarant to 90% of the lots subject hereto (which includes all four phases (207 lots); or
- B. A written declaration signed by Developer/Declarant stating its intention to turn over to the duly elected Board of Directors of the Association all of the duties, rights, obligations and responsibilities of the Association as herein provided; subject, however to the provisions of Article II, Section 1, paragraph C, below.

Notwithstanding the fact that Developer/Declarant may relinquish all of the duties, rights, obligations and responsibilities of the Association to the duly elected board of Directors, Developer/Declarant shall continue to act as the Association and Board of Directors with regard to all matters relating to all lots that are still owned by Developer/Declarant and lots that have been sold to mobile home dealers until such time as the mobile home dealer has sold the lot to an Owner occupying a residence on the lot.

A Board of Directors may be elected by the membership at any time; however, the Board of Directors shall not exercise any of the rights, powers and duties granted the Association and its Board of Directors until the occurrence of either Paragraph A or B above. Until such time, the decision of the Developer/Declarant as to all matters hereunder shall be final and shall not be subject to review or change by the Association or its Board of Directors.

Section 2. Membership: Every Owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any lot covered by these Covenants.

Section 3. Voting: Each Owner of a lot covered by these covenants shall be entitled to one vote for each lot owned. When more than one person or entity holds an interest in any lot, all such persons or entities shall be members of the Association, but only one vote for any such lot may be exercised.

Section 4. Board of Directors, Meetings: The Association shall be governed by a seven-person Board of Directors. The initial term of the Board of Directors shall be staggered so that the terms of three directors shall expire at the end of two years, and the terms two directors shall expire at the end of four years and six years, respectively. Directors must be Owners of a lot covered by these Covenants. Elections by the membership for each expired term of the board of Directors shall be held at the annual meeting of the Association membership called by the Board of Directors each year on ten days' written notice to the membership. Special meetings of the membership may be called at any time on ten days' written notice to the membership by the board of Directors or by any ten lot Owners.

The Board of Directors shall meet at such times and locations as needed to conduct the affairs of the Association. In any event, the Board shall meet at least once each year to elect new officers and conduct such other business as it deems necessary. In the event of death, incapacity, resignation, or ineligibility of any director, the remaining directors shall have full authority to designate a successor to complete the term of office. No compensation shall be paid to the directors. Reimbursement of Director's out of pocket expenses may be reimbursed at the discretion of the Board of Directors.

Section 5. Enforcement: Enforcement of the restrictions and covenants described herein may be by proceeding of law in equity, against any person or entity for injunctive relief or for damages, violating or attempting to violate any restriction or covenant contained herein. Any enforcement action brought herein may be undertaken

by the Association or by individual lot Owners with the approval of the Board of Directors of the Association.

A Majority of directors shall constitute a quorum; provided however, if less than a majority of directors are present at said meeting, a majority of the directors present may adjourn the meeting to another time without further notice. The affirmative vote of four of the directors at a meeting which a quorum is present shall be required to constitute an official and valid action. Any action of the Board of Directors may be overturned and nullified by two-thirds majority vote of the lot owners.

**Section 6.** Disputes. All disputes concerning the application or interpretation of these Covenants shall be decided by the Board of Directors as to the lots to which the Association has authority pursuant to Article II, Section 1, provided, however, that disputes as to lots owned by Developer/Declarant or lots owned by dealers shall be resolved by Developer/Declarant.

**Section 7.** Termination: Since at the time these declarations, restrictions and covenants, which run with the land, were being prepared there is a requirement for each homeowner to pay \$100 (one hundred dollars) per year, for fourteen (14) years to Dry Fork Mine, it is anticipated that the Homeowners Association ("HOA") may be disbanded at the end of the fourteen years, by a vote of the 2/3 majority of the owners and evidenced by a document recorded of record listing the owners and the legal description of the property that voted in favor of the termination.

In the event the HOA is disbanded, these Covenants continue to be in full force and effect in all other aspects.

## ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1.** Creation of the Lien and Personal Obligation of Assessments. Developer/Declarant, for each lot owned within the Property hereby covenants, and each Owner of any lot by acceptance of a deed or contract for deed therefore, whether or not it shall be so expressed in such deed or contract for 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 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. Any member or lot Owner shall have the right to inspect the records of the Association at any reasonable time. Notwithstanding the foregoing, all lots owned by Developer/Declarant or by a homebuilder shall not be subject to annual or special assessments as herein provided. The annual and special assessments shall become payable once a lot is sold to a private lot Owner for residential use and occupation by

such lot Owner.

**Section 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 Property. In addition to any annual assessment, the Association shall collect the required annual \$100 (one hundred dollars) per homeowner, payable to Dry Fork Mine or its successors, for a period of 14 years or until the total of \$1400 per occupied lot is paid.

**Section 3. Basis and Maximum of Annual Assessments.** Until January 1 of the year immediately following the conveyance of the first lot subject to these covenants to a private residential lot Owner, the maximum annual assessment shall be \$100 per lot.

- A. From and after January 1 of the year immediately following the conveyance of the first lot subject to these covenants to a private residential lot Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership by no more than 5%.
- B. From and after January of the year immediately following the conveyance of the first lot subject to these covenants to a private residential lot Owner, the maximum annual assessment may be increased above 5% by a vote of the members for the next succeeding two years, and at the end of each such period of two years, for each succeeding period of two years, provided that any such change shall have the assent of 60% of the votes of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting setting forth the purpose of the meeting. Assessments shall become effective and payable commencing with the first month following the month of lot sale closing to a private residential lot Owner.

**Section 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 part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within the Property, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 60% of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.** Written notice of any meeting called for the purpose of taking any action authorized under Article II, Section 3 or 4, shall be sent to all members not less than 30 not 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 60% of all the votes of the membership shall constitute a quorum. If the required quorum is 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 30 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each lot on the first day of the month following conveyance by deed or contract for deed to a private residential lot Owner. 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 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 specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within 30 days after the due date shall be charged interest at the annual percentage rate of 12%. The Association may bring an action at law or against the Owner personally obligated to pay the same, or foreclose the lien against the Property as provided in Article III, Section 1, above. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of the Owner's lot.

Section 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 lot shall not affect the assessment lien as to the lot conveyed. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE VI MINING COVENANTS, RELEASE AND INDEMNIFICATION, AND DISCLOSURES

Section 1. Mining and Other Operations Nearby: The proposed subdivision is located near an active coal mining operation. The mine is an approved and permitted mine with the existing and continuing right to mine its current coal reserves. Active mines may operate twenty-four hours per day, seven days per week, and may include operation of heavy equipment, blast hole drilling, blasting events, and other activities related to mining. Operation of this mine may result in ground vibration, noise, dust, bright lights at night, and other conditions that may affect the quality of life in this subdivision. Some studies indicate that blasting may temporarily result in trace amounts of nitrogen oxide and nitrogen dioxide fumes after blasts which may cause temporary discomfort to certain individuals, especially those with respiratory disorders. Overly sensitive individuals may need to depart from the area to avoid the discomfort caused by the gases. Persons intending to purchase, lease or rent property in this subdivision are here notified that mining coal from an approved and permitted mine is a reasonable and lawful use of its property by the mine operator, and that the mine is not required to curtail or otherwise limit its operations to minimize impacts to the subdivision or its residents. In addition, Western Fuels-Wyoming, Inc. also leases property for oil and gas production, grazing, and for other purposes

which may adversely affect the Lot owners and occupants. Methane gas could be released during the production of methane gas from nearby gas well operations. There may be coal seams beneath the subdivision which could become conduits for methane gas and other gas releases.

Section 2. Release and indemnification: The present owners of Lots and any future owners and occupants of Lots, by these covenants, are hereby notified as to the activities taking place near the Lots as outlined in Section 1 above. As owner or occupant of any of these Lots or Lot, the owner of said Lot, does hereby release and hold Ash, Inc., Ash Meadows LLC, the City of Gillette, Campbell County and Western Fuels-Wyoming, Inc. its owners, employees, representatives, successors, or assignees and any of its subcontractors or materialmen, or anyone else authorized to act by Ash, Inc., Ash Meadows LLC, or Western Fuels-Wyoming, Inc. harmless from any damage whatsoever, and of any nature whatsoever from Western Fuels-Wyoming, Inc.'s mining and other Operations nearby as described in Section 1, above. This release and indemnification shall include attorneys' fees and costs, should Ash, Inc., Ash Meadows LLC, the City of Gillette, Campbell County and/or Western Fuels-Wyoming, Inc be required to defend any action against any Lot owner(s). However, the Lot owners are not prevented from bringing action against Western Fuels-Wyoming, Inc. for their gross negligence or willful actions not contemplated by these covenants, which cause damage to the Lot owners.

Section 3. Covenants and Disclosures to Run with the Land. These Covenants and Disclosures shall run with the land and shall be binding on and shall inure to the benefit of Western Fuels-Wyoming, Inc., its successors, and assigns.

Section 4. Modification of Article IV of these Covenants and Disclosures: Article IV of these Covenants and Disclosures shall not be amended or altered in any fashion whatsoever, without the written consent of Western Fuels-Wyoming, Inc.

## ARTICLE VII

### DISPOSITION

Section 1. Enforcement: The Declarant, Association or Board of Directors, 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 Declarant, Association or Board of Directors, or 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. The Association and Board of Directors shall have the right to reimbursement of reasonable court costs and attorney fees if legal action is instituted against any Owner.

Section 2. Amendment. Waiver of Covenants: Except as these covenants may be amended or terminated by Declarant, they may not be waived or modified by Owners.

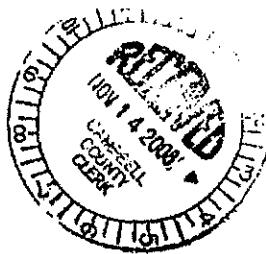
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 13<sup>th</sup> day of November, 2008.

DECLARANT:

Albert S. Howell

Albert S. Howell  
President, Ash, Inc.

State of Wyoming )  
)  
County of Campbell )



On this the 13<sup>th</sup> day of November, 2008, the undersigned officer, Albert S. Howell, personally appeared before me, who acknowledged himself to be the President of Ash, Inc. and that he, as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name for and on behalf of the corporation as President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Crystal L. Terry

Notary Public, Wyoming

My Commission Expires: 1/8/2010

(SEAL)



SEARCHED  
INDEXED  
ABSTRACTED  
SERIALIZED

919679 Recorded on 11/14/2008 at 3:50:00 Fee 41.00  
Book 2406 of PHOTOS Pages 98 to 110  
Susan F. Saunders, Campbell County Clerk BY: C. KLINKLER

920912

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## DECLARATION OF COVENANTS CONDITIONS & RESTRICTIONS ASH MEADOWS Phase I

Known as Block 1- Lots 1-19; Block 2- Lots 1- 14 & 27; Block 3 - Lots 1-4;  
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109 of Campbell County Records, Gillette, Wyoming

v6

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The following covenants shall apply to residential Lots in Ash Meadows, which shall include all Lots hereafter platted as residential Lots in Ash Meadows and all lots described at the commencement of these covenants.

Section 1. Use of lot: Each lot shall be used for residential purposes only. Business use may be allowed for any business, trade, or commercial purpose under the following conditions: a) Individuals only may conduct non-nuisance, inoffensive businesses from their homes; and, b) No employees other than those living in the residence may participate in the business activities; and, c) The Business use may be permitted only upon receipt of a special use permit from the City of Gillette Building and Planning department, and upon approval of the Architectural review committee.

Section 2. Sales of Facilities of Declarant: Notwithstanding any provision in Section 1, Declarant, its agent, employees and contractors shall be permitted to maintain, during the period of construction and sale of the buildings in the Project, upon such portion of the property as Declarant may choose, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient, or incidental to the construction, sale or rental of Lots, including, but without limitation, a business office, construction and storage area, signs, sales offices and parking areas.

Section 3. Construction: All construction shall be new. No previously occupied dwelling or trailer house, or mobile home is permitted to be placed as a residence on any properties. A home shall be the equivalent of a double wide or larger manufactured home. No single wide manufactured homes or mobile homes are permitted. No basement, trailer, camper, 5<sup>th</sup> wheel, vehicle or structure of any kind, except a completed dwelling house, shall be occupied or used for residential purposes except as temporary shelter during the construction period. All construction shall meet or exceed all applicable building codes. No basement shall be constructed or allowed in this subdivision.

Section 4. The Architectural Review Committee shall approve all construction. The

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Architectural Review Committee shall consist of one representative of the Owners within Ash Meadows, one representative of the Developer and one representative of Ash Meadows, LLC. The Architectural Review Committee shall exist when all property in Ash Meadows has been constructed. Members shall be initially appointed by the Developer and thereafter selected by current Committee members. The Committee may be expanded to more than 3 members at the motion of the Committee but may never be reduced to less than 3 members. Initial Members of the Committee members are:

- Albert Howell - for Ash Meadows, LLC
- Lawrence Messer - for Developer, Ash, Inc.
- To be specified - Lot Owner

Section 5. Exterior Appearance: The exterior of every building shall be composed of one or a combination of the following; natural wood, hardboard, steel, vinyl, or other material of a similar or compatible appearance, stone or brick or brick veneers. All exterior surfaces shall be painted, stained or otherwise finished in an earth tone or neutral pastel color, or shall be painted using a semi-transparent stain or clear sealer. White siding and trim shall be acceptable. Roof shingles shall be equivalent to the following colors: weathered, stone, slate or dark gray, brown, or dark tan. The exterior appearance for every building shall be subject to approval by the Architectural Review Committee.

Section 6. Approval by Architectural Review Committee:

- No building, including a storage building or a shed of any kind, shall be erected, placed or altered on any lot until the construction plans and specifications, and the plan showing the location of the structure have been approved by the Architectural Review Committee for quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finished grade elevation. Said approval shall not be unreasonably withheld.
- A set of final plans, including but not limited to the following, shall be submitted to the Architectural Review Committee for review and approval:
  - Front view, right, left, and rear exterior views of the home showing the house as it will fit the topography of the lot, as well as exterior siding design and painting schedules for all sides and all exterior surfaces.
  - Site plans showing exact placement of home on the lot, as well as relationship to any existing or already approved immediately adjacent homes.
  - Standard construction drawings showing floor plans and all dimensions.

Section 7. Construction – Commencement / Completion:

- Each Owner must commence construction of a residence upon the lot purchased within one (1) year of the date of purchase from the Declarant. In the event that the Owner shall not commence construction as required, Declarant may, at Declarant's sole discretion,

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repurchase the lot at the same price as sold to Owner at any time after such one (1) year period.

- Any building, addition, or other improvement commenced on any lot shall be pursued diligently to completion and shall be completed within four (4) months from the commencement of the construction unless such completion is prohibited by inclement weather or disaster. All lawns and landscaping shall be completed within twelve (12) months from the commencement of home construction/installation.

**Section 8.** Appearance and Landscaping: The improvements on each lot and the landscaping shall at all times be maintained with grass that is fertilized, watered, and mowed regularly, and shrubs and trees that are properly maintained, and all other landscape attributes maintained in a manner offering a pleasing appearance. Areas that are not landscaped must be kept clean and neat, and free of weeds and debris.

**Section 9.** Parking: Residents' vehicles shall be parked within the garage and/or driveway provided for each unit. No boat, truck, trailer, or camper shall be parked at any home except within the authorized parking areas on each lot. No vehicle shall be parked in any location that interferes with access to any other location or that unduly obstructs sidewalks, vision or view. Outdoor repair of any vehicle or equipment is prohibited. No vehicle without a current license plate shall be parked at any location within the subdivision.

**Section 10.** Pets: No animals, livestock or poultry of any kind shall be raised, fed or kept by any Owner, except that dogs, cats or other customary household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. All pets must be confined primarily upon the owner's property. Pets outside must be in an enclosure or on a leash. The number of pets shall be limited to three (3) per household. Noisy pets, including barking dogs, shall not be kept on the property. Any owner with an uncontrolled barking dog, or other noisy pet, shall be required to remove the animal from the property immediately.

**Section 11.** Annoyance or Nuisance: No obnoxious or offensive activity shall be carried upon or on any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood including but not limited to excessive noise, loud music, loud parties or fireworks. No firearms shall be discharged within the subdivision. No noisy recreational vehicles, such as motorcycles, dirt bikes, or snowmobiles shall be allowed to operate within Ash Meadows, except for access from an owners home across the interior roads for access to the off-site public right-of-way.

**Section 12.** Signs: No sign of any kind shall be displayed to the public view on any lot or right of way except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such signs as may be erected and maintained by the Declarant. No signs or advertising devices of any character shall be erected, posted, or displayed upon, in or about any lot within the property; provided, however, that one temporary real estate sign not exceeding six (6) square feet in any area may be erected upon any lot placed upon the market for sale or rental of such lot. This covenant shall not apply to signs of Declarant during the period of sales activity of the Declarant.

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Section 13. Fences: There shall be no fencing allowed whatsoever in any front yard, forward of the front corner of any home or garage. Fencing of any home site shall be first approved by the Architectural Review Committee prior to any fence construction. Fences shall not exceed 6 feet in height. The color and texture of the fencing material facing the street frontage(s) shall complement the siding of the home. No chain link fencing shall be permitted on any part of the lot. Dog run fencing must be approved by the Architectural Review Committee.

Section 14. Towers, Antennas, and Clotheslines: There shall be no towers, antennas, except small television satellite receivers, or clotheslines, located on any lot in such manner as to be visible from adjacent streets, unless specifically approved by Declarant.

Section 15. Trash: No areas of Ash Meadows shall be used or maintained as a dumping ground for old vehicles, rubbish, or trash. All garbage or similar waste shall be kept in sanitary containers and other equipment for the disposal of garbage. The container shall be kept in a clean, sanitary and fire safe condition. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerators shall be kept or maintained upon any property.

Section 16. Lot Division: No lot shall be divided or subdivided and no portion of any lot other than the entire lot shall be transferred or conveyed for any purpose. The provisions of this subsection shall not apply to the Declarant. The provisions of this subsection shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, public utility, or other public body or authority.

Section 17. Garages/Doors: Garage doors and the doors of any other storage room, or the like shall be closed when not in use.

Section 18. Driveways: All driveways and parking areas shall be constructed of paved concrete or asphalt.

Section 19. Setbacks: No home may be located within fifteen (15) feet of the right-of-way from the nearest street on which the dwelling faces or within five (5) feet of the side line of the property or fifteen (15) feet when the side lines are adjacent to the street. Individual corner sites may be subject to case by case variances at the pleasure of the Architectural Review Committee, subject to City requirements.

Section 20. Drainage: Development upon any lot in the above described property shall be maintained in such a way as to not create additional or damaging drainage on another owner's site.

Section 21. Lot Easements: Utility easements shall be as shown on individual survey and lot plats as recorded and on the Application for Permit to Construct diagrams.

Section 22. Utilities: All utilities, including but not limited to, telephone, electricity, gas, sewer, and cable television shall be buried underground, no poles for utility purposes shall be permitted

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above ground on any lot. Satellite dishes shall be out of public view, to the greatest extent possible, and no poles for utility purposes shall be permitted above ground on any lot. No offensive or intrusive lighting is permitted.

Section 23. Wells: No private well shall be drilled, operated, maintained or used on or in connection with any lot or unit, with the exception of the existing house well on the property.

Section 24. Breach of Covenants: It is expressly provided that a breach of any of the restrictions and covenants herein above set forth shall not defeat or render invalid the lien of any mortgage made in good faith; but said restrictions and covenants shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure or otherwise, as to any breach occurring after such acquirement of title.

Section 25. Exterior Maintenance. In the event an owner of any lot or home in the property shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Declarant, or the Association or the Board of Directors, then the Declarant, the Association or Board of Directors shall have the right, through it's agents and employees, upon ten (10) days written notice of the same to the lot/home owner, to enter upon said parcel and to repair, maintain and restore the lot or home and any other improvements erected thereon. The cost of such exterior maintenance shall be assessed to the owner of such lot or home.

### ARTICLE III

#### INTERPRETATION

In any event of any question of interpretation of these covenants, Declarant's decision shall be final and binding on all parties concerned.

### ARTICLE IV

#### MEMBERSHIP, VOTING RIGHT, AND ORGANIZATION OF ASSOCIATION

Section 1. Developer/Declarant as Association: Developer/Declarant shall act as the Association and board of Directors for all purposes under these Declaration of Restrictions and Covenants to Run with the Land, until either of the following events:

- A. The sale and closing by Developer/Declarant to 90% of the lots subject hereto (which includes all four phases (207 lots); or
- B. A written declaration signed by Developer/Declarant stating its intention to turn over to the duly elected Board of Directors of the Association all of the duties, rights, obligations and responsibilities of the Association as here in provided; subject, however to the provisions of Article II, Section 1, paragraph C, below.

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Notwithstanding the fact that Developer/Declarant may relinquish all of the duties, rights, obligations and responsibilities of the Association to the duly elected board of Directors, Developer/Declarant shall continue to act as the Association and Board of Directors with regard to all matters relating to all lots that are still owned by Developer/Declarant and lots that have been sold to mobile home dealers until such time as the mobile home dealer has sold the lot to an Owner occupying a residence on the lot.

A Board of Directors may be elected by the membership at any time; however, the Board of Directors shall not exercise any of the rights, powers and duties granted the Association and its Board of Directors until the occurrence of either Paragraph A or B above. Until such time, the decision of the Developer/Declarant as to all matters hereunder shall be final and shall not be subject to review or change by the Association or its Board of Directors.

Section 2. Membership: Every Owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any lot covered by these Covenants.

Section 3. Voting: Each Owner of a lot covered by these covenants shall be entitled to one vote for each lot owned. When more than one person or entity holds an interest in any lot, all such persons or entities shall be members of the Association, but only one vote for any such lot may be exercised.

Section 4. Board of Directors, Meetings: The Association shall be governed by a seven-person Board of Directors. The initial term of the Board of Directors shall be staggered so that the terms of three directors shall expire at the end of two years, and the terms two directors shall expire at the end of four years and six years, respectively. Directors must be Owners of a lot covered by these Covenants. Elections by the membership for each expired term of the board of Directors shall be held at the annual meeting of the Association membership called by the Board of Directors each year on ten days' written notice to the membership. Special meetings of the membership may be called at any time on ten days' written notice to the membership by the board of Directors or by any ten lot Owners.

The Board of Directors shall meet at such times and locations as needed to conduct the affairs of the Association. In any event, the Board shall meet at least once each year to elect new officers and conduct such other business as it deems necessary. In the event of death, incapacity, resignation, or ineligibility of any director, the remaining directors shall have full authority to designate a successor to complete the term of office. No compensation shall be paid to the directors. Reimbursement of Director's out of pocket expenses may be reimbursed at the discretion of the Board of Directors.

Section 5. Enforcement: Enforcement of the restrictions and covenants described herein may be by proceeding of law in equity, against any person or entity for injunctive relief or for damages, violating or attempting to violate any restriction or covenant contained herein. Any enforcement action brought herein may be undertaken

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by the Association or by individual lot Owners with the approval of the Board of Directors of the Association.

A Majority of directors shall constitute a quorum; provided however, if less than a majority of directors are present at said meeting, a majority of the directors present may adjourn the meeting to another time without further notice. The affirmative vote of four of the directors at a meeting which a quorum is present shall be required to constitute an official and valid action. Any action of the Board of Directors may be overturned and nullified by two-thirds majority vote of the lot owners.

Section 6. Disputes. All disputes concerning the application or interpretation of these Covenants shall be decided by the Board of Directors as to the lots to which the Association has authority pursuant to Article II, Section 1, provided, however, that disputes as to lots owned by Developer/Declarant or lots owned by dealers shall be resolved by Developer/Declarant.

Section 7. Termination: Since at the time these declarations, restrictions and covenants, which run with the land, were being prepared there is a requirement for each homeowner to pay \$100 (one hundred dollars) per year, for fourteen (14) years to Dry Fork Mine, it is anticipated that the Homeowners Association ("HOA") may be disbanded at the end of the fourteen years, by a vote of the 2/3 majority of the owners and evidenced by a document recorded of record listing the owners and the legal description of the property that voted in favor of the termination.

In the event the HOA is disbanded, these Covenants continue to be in full force and effect in all other aspects.

#### ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Developer/Declarant, for each lot owned within the Property hereby covenants, and each Owner of any lot by acceptance of a deed or contract for deed therefore, whether or not it shall be so expressed in such deed or contract for 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 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. Any member or lot Owner shall have the right to inspect the records of the Association at any reasonable time. Notwithstanding the foregoing, all lots owned by Developer/Declarant or by a homebuilder shall not be subject to annual or special assessments as herein provided. The annual and special assessments shall become payable once a lot is sold to a private lot Owner for residential use and occupation by

such lot Owner.

**Section 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 Property. In addition to any annual assessment, the Association shall collect the required annual \$100 (one hundred dollars) per homeowner, payable to Dry Fork Mine or its successors, for a period of 14 years or until the total of \$1400 per occupied lot is paid.

**Section 3.** Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first lot subject to these covenants to a private residential lot Owner, the maximum annual assessment shall be \$100 per lot.

- A. From and after January 1 of the year immediately following the conveyance of the first lot subject to these covenants to a private residential lot Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership by no more than 5%.
- B. From and after January of the year immediately following the conveyance of the first lot subject to these covenants to a private residential lot Owner, the maximum annual assessment may be increased above 5% by a vote of the members for the next succeeding two years, and at the end of each such period of two years, for each succeeding period of two years, provided that any such change shall have the assent of 60% of the votes of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting setting forth the purpose of the meeting. Assessments shall become effective and payable commencing with the first month following the month of lot sale closing to a private residential lot Owner.

**Section 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 part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within the Property, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 60% of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5.** Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Article 11, Section 3 or 4, shall be sent to all members not less than 30 not 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 60% of all the votes of the membership shall constitute a quorum. If the required quorum is 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 30 days following the preceding meeting.

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**Section 6.** Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

**Section 7.** Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each lot on the first day of the month following conveyance by deed or contract for deed to a private residential lot Owner. 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 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 specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

**Section 8.** Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within 30 days after the due date shall be charged interest at the annual percentage rate of 12%. The Association may bring an action at law or against the Owner personally obligated to pay the same, or foreclose the lien against the Property as provided in Article III, Section 1, above. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of the Owner's lot.

**Section 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 lot shall not affect the assessment lien as to the lot conveyed. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE VI MINING COVENANTS, RELEASE AND INDEMNIFICATION, AND DISCLOSURES

**Section 1.** Mining and Other Operations Nearby: The proposed subdivision is located near an active coal mining operation. The mine is an approved and permitted mine with the existing and continuing right to mine its current coal reserves. Active mines may operate twenty-four hours per day, seven days per week, and may include operation of heavy equipment, blast hole drilling, blasting events, and other activities related to mining. Operation of this mine may result in ground vibration, noise, dust, bright lights at night, and other conditions that may affect the quality of life in this subdivision. Some studies indicate that blasting may temporarily result in trace amounts of nitrogen oxide and nitrogen dioxide fumes after blasts which may cause temporary discomfort to certain individuals, especially those with respiratory disorders. Overly sensitive individuals may need to depart from the area to avoid the discomfort caused by the gases. Persons intending to purchase, lease or rent property in this subdivision are here notified that mining coal from an approved and permitted mine is a reasonable and lawful use of its property by the mine operator, and that the mine is not required to curtail or otherwise limit its operations to minimize impacts to the subdivision or its residents. In addition, Western Fuels-Wyoming, Inc. also leases property for oil and gas production, grazing, and for other purposes

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which may adversely affect the Lot owners and occupants. Methane gas could be released during the production of methane gas from nearby gas well operations. There may be coal seams beneath the subdivision which could become conduits for methane gas and other gas releases.

Section 2. Release and indemnification: The present owners of Lots and any future owners and occupants of Lots, by these covenants, are hereby notified as to the activities taking place near the Lots as outlined in Section 1 above. As owner or occupant of any of these Lots or Lot, the owner of said Lot, does hereby release and hold Ash, Inc., Ash Meadows LLC, the City of Gillette, Campbell County and Western Fuels-Wyoming, Inc. its owners, employees, representatives, successors, or assignees and any of its subcontractors or materialmen, or anyone else authorized to act by Ash, Inc., Ash Meadows LLC, or Western Fuels-Wyoming, Inc. harmless from any damage whatsoever, and of any nature whatsoever from Western Fuels-Wyoming, Inc.'s mining and other Operations nearby as described in Section 1, above. This release and indemnification shall include attorneys' fees and costs, should Ash, Inc., Ash Meadows LLC, the City of Gillette, Campbell County and/or Western Fuels-Wyoming, Inc be required to defend any action against any Lot owner(s). However, the Lot owners are not prevented from bringing action against Western Fuels-Wyoming, Inc. for their gross negligence or willful actions not contemplated by these covenants, which cause damage to the Lot owners.

Section 3. Covenants and Disclosures to Run with the Land. These Covenants and Disclosures shall run with the land and shall be binding on and shall inure to the benefit of Western Fuels-Wyoming, Inc., its successors, and assigns.

Section 4. Modification of Article IV of these Covenants and Disclosures: Article IV of these Covenants and Disclosures shall not be amended or altered in any fashion whatsoever, without the written consent of Western Fuels-Wyoming, Inc.

## ARTICLE VII

### DISPOSITION

Section 1. Enforcement: The Declarant, Association or Board of Directors, 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 Declarant, Association or Board of Directors, or 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. The Association and Board of Directors shall have the right to reimbursement of reasonable court costs and attorney fees if legal action is instituted against any Owner.

Section 2. Amendment. Waiver of Covenants: Except as these covenants may be amended or terminated by Declarant, they may not be waived or modified by Owners.

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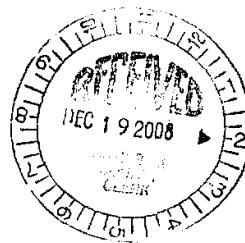
Page 00498

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 15th day of December, 2008.

## DECLARANT:

Albert S. Howell

Albert S. Howell  
President, Ash, Inc.



State of Wyoming )  
)  
County of Campbell )

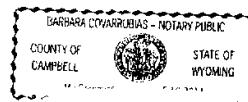
On this the 15th day of December, 2008, the undersigned officer, Albert S. Howell, personally appeared before me, who acknowledged himself to be the President of Ash, Inc. and that he, as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name for and on behalf of the corporation as President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



(SEAL)

Barbara Covarrubias  
Notary Public, Wyoming

My Commission Expires: 5-10-11

920912 Recorded on 12/18/2008 at 2:00:00  
Book 2412 of PHOTOS  
Susan F. Saunders, Campbell County Clerk

12

Fee 41.00  
Pages 487 to 498  
by: A. CARTWRIGHT

RECORDED  
ABSTRACTED  
INDEXED  
CHECKED

## DECLARATION OF COVENANTS CONDITIONS & RESTRICTIONS

923607 ASH MEADOWS Phase II

Known as Block 2- Lots 15-26; Block 3 - Lots 5-8; Block 4 - Lots 2-25;  
Block 6 - Lots 2-13; Recorded on February 11, 2009 in Book 9, Page 163 of  
Plats in the Campbell County Records, Gillette, Wyoming  
V7

THIS DECLARATION made on the date hereinafter set forth by Ash Meadows, LLC of Gillette,  
Campbell County, Wyoming, hereinafter referred to as "Declarant".

### WITNESSETH:

THE UNDERSIGNED, being the Owner of the following described real property in Gillette,  
County of Campbell, Wyoming to wit:

Property Description: See Attached

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 owner thereof.

### ARTICLE I

#### DEFINITIONS

Section 1. "Declarant" shall mean and refer to Ash Meadows, LLC and its successors and  
assigns.

Section 2. "Developer" shall mean and refer to Ash, Inc. and its successors and assigns.

Section 3. "Lot" or "Unit" shall mean and refer to any plot of land shown upon any recorded  
subdivision map of the properties and any house or manufactured home created by any document  
of record for the same.

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

Section 5. "Properties" shall mean and refer to that certain real property herein before described and known as Ash Meadows, and such additions thereto as may hereafter be brought within the jurisdiction of the development.

Section 6. "House Lot" shall mean any plot of land shown upon any recorded subdivision map of the Properties as a Single Family House Lot.

Section 7. "House Unit" shall mean any building unattached to another residence (excluding attached garages) situated upon the property and designated and intended for use and occupancy as a residence by a single family.

## ARTICLE II

### USE COVENANTS AND RESTRICTIONS

The following covenants shall apply to residential Lots in Ash Meadows, which shall include all Lots hereafter platted as residential Lots in Ash Meadows and all lots described at the commencement of these covenants.

Section 1. Use of lot: Each lot shall be used for residential purposes only. Business use may be allowed for any business, trade, or commercial purpose under the following conditions: a) Individuals only may conduct non-nuisance, inoffensive businesses from their homes; and, b) No employees other than those living in the residence may participate in the business activities; and, c) The Business use may be permitted only upon receipt of a special use permit from the City of Gillette Building and Planning department, and upon approval of the Architectural review committee.

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- o Lawrence Messer - for Developer, Ash, Inc.
- o To be specified - Lot Owner

Section 5. Exterior Appearance: The exterior of every building shall be composed of one or a combination of the following; natural wood, hardboard, steel, vinyl, or other material of a similar or compatible appearance, stone or brick or brick veneers. All exterior surfaces shall be painted, stained or otherwise finished in an earth tone or neutral pastel color, or shall be painted using a semi-transparent stain or clear sealer. White siding and trim shall be acceptable. Roof shingles shall be equivalent to the following colors: weathered, stone, slate or dark gray, brown, or dark tan. The exterior appearance for every building shall be subject to approval by the Architectural Review Committee.

Section 6. Approval by Architectural Review Committee:

- No building, including a storage building or a shed of any kind, shall be erected, placed or altered on any lot until the construction plans and specifications, and the plan showing the location of the structure have been approved by the Architectural Review Committee for quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finished grade elevation. Said approval shall not be unreasonably withheld.
- A set of final plans, including but not limited to the following, shall be submitted to the Architectural Review Committee for review and approval:
  - o Front view, right, left, and rear exterior views of the home showing the house as it will fit the topography of the lot, as well as exterior siding design and painting schedules for all sides and all exterior surfaces.
  - o Site plans showing exact placement of home on the lot, as well as relationship to any existing or already approved immediately adjacent homes.
  - o Standard construction drawings showing floor plans and all dimensions.

Section 7. Construction – Commencement / Completion:

- Each Owner must commence construction of a residence upon the lot purchased within one (1) year of the date of purchase from the Declarant. In the event that the Owner shall not commence construction as required, Declarant may, at Declarant's sole discretion,

repurchase the lot at the same price as sold to Owner at any time after such one (1) year period.

- Any building, addition, or other improvement commenced on any lot shall be pursued diligently to completion and shall be completed within four (4) months from the commencement of the construction unless such completion is prohibited by inclement weather or disaster. All lawns and landscaping shall be completed within twelve (12) months from the commencement of home construction/installation.

Section 8. Appearance and Landscaping: The improvements on each lot and the landscaping shall at all times be maintained with grass that is fertilized, watered, and mowed regularly, and shrubs and trees that are properly maintained, and all other landscape attributes maintained in a manner offering a pleasing appearance. Areas that are not landscaped must be kept clean and neat, and free of weeds and debris.

Section 9. Parking: Residents' vehicles shall be parked within the garage and/or driveway provided for each unit. No boat, truck, trailer, or camper shall be parked at any home except within the authorized parking areas on each lot. No vehicle shall be parked in any location that interferes with access to any other location or that unduly obstructs sidewalks, vision or view. Outdoor repair of any vehicle or equipment is prohibited. No vehicle without a current license plate shall be parked at any location within the subdivision.

Section 10. Pets: No animals, livestock or poultry of any kind shall be raised, fed or kept by any Owner, except that dogs, cats or other customary household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. All pets must be confined primarily upon the owner's property. Pets outside must be in an enclosure or on a leash. The number of pets shall be limited to three (3) per household. Noisy pets, including barking dogs, shall not be kept on the property. Any owner with an uncontrolled barking dog, or other noisy pet, shall be required to remove the animal from the property immediately.

Section 11. Annoyance or Nuisance: No obnoxious or offensive activity shall be carried upon or on any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood including but not limited to excessive noise, loud music, loud parties or fireworks. No firearms shall be discharged within the subdivision. No noisy recreational vehicles, such as motorcycles, dirt bikes, or snowmobiles shall be allowed to operate within Ash Meadows, except for access from an owners home across the interior roads for access to the off-site public right-of-way.

Section 12. Signs: No sign of any kind shall be displayed to the public view on any lot or right of way except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such signs as may be erected and maintained by the Declarant. No signs or advertising devices of any character shall be erected, posted, or displayed upon, in or about any lot within the property; provided, however, that one temporary real estate sign not exceeding six (6) square feet in any area may be erected upon any lot placed upon the market for sale or rental of such lot. This covenant shall not apply to signs of Declarant during the period of sales activity of the Declarant.

Section 13. Fences: There shall be no fencing allowed whatsoever in any front yard, forward of the front corner of any home or garage. Fencing of any home site shall be first approved by the Architectural Review Committee prior to any fence construction. Fences shall not exceed 6 feet in height. The color and texture of the fencing material facing the street frontage(s) shall complement the siding of the home. No chain link fencing shall be permitted on any part of the lot. Dog run fencing must be approved by the Architectural Review Committee.

Section 14. Towers, Antennas, and Clotheslines: There shall be no towers, antennas, except small television satellite receivers, or clotheslines, located on any lot in such manner as to be visible from adjacent streets, unless specifically approved by Declarant.

Section 15. Trash: No areas of Ash Meadows shall be used or maintained as a dumping ground for old vehicles, rubbish, or trash. All garbage or similar waste shall be kept in sanitary containers and other equipment for the disposal of garbage. The container shall be kept in a clean, sanitary and fire safe condition. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerators shall be kept or maintained upon any property.

Section 16. Lot Division: No lot shall be divided or subdivided and no portion of any lot other than the entire lot shall be transferred or conveyed for any purpose. The provisions of this subsection shall not apply to the Declarant. The provisions of this subsection shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, public utility, or other public body or authority.

Section 17. Garages/Doors: Garage doors and the doors of any other storage room, or the like shall be closed when not in use.

Section 18. Driveways: All driveways and parking areas shall be constructed of paved concrete or asphalt.

Section 19. Setbacks: No home may be located within fifteen (15) feet of the right-of-way from the nearest street on which the dwelling faces or within five (5) feet of the side line of the property or fifteen (15) feet when the side lines are adjacent to the street. Individual corner sites may be subject to case by case variances at the pleasure of the Architectural Review Committee, subject to City requirements.

Section 20. Drainage: Development upon any lot in the above described property shall be maintained in such a way as to not create additional or damaging drainage on another owner's site.

Section 21. Lot Easements: Utility easements shall be as shown on individual survey and lot plats as recorded and on the Application for Permit to Construct diagrams.

Section 22. Utilities: All utilities, including but not limited to, telephone, electricity, gas, sewer, and cable television shall be buried underground, no poles for utility purposes shall be permitted

above ground on any lot. Satellite dishes shall be out of public view, to the greatest extent possible, and no poles for utility purposes shall be permitted above ground on any lot. No offensive or intrusive lighting is permitted.

Section 23. Wells: No private well shall be drilled, operated, maintained or used on or in connection with any lot or unit, with the exception of the existing house well on the property.

Section 24. Breach of Covenants: It is expressly provided that a breach of any of the restrictions and covenants herein above set forth shall not defeat or render invalid the lien of any mortgage made in good faith; but said restrictions and covenants shall be binding upon and effective against any owner of said premises whose title thereto is acquired by foreclosure or otherwise, as to any breach occurring after such acquirement of title.

Section 25. Exterior Maintenance. In the event an owner of any lot or home in the property shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Declarant, or the Association or the Board of Directors, then the Declarant, the Association or Board of Directors shall have the right, through it's agents and employees, upon ten (10) days written notice of the same to the lot/home owner, to enter upon said parcel and to repair, maintain and restore the lot or home and any other improvements erected thereon. The cost of such exterior maintenance shall be assessed to the owner of such lot or home.

### ARTICLE III

#### INTERPRETATION

In any event of any question of interpretation of these covenants, Declarant's decision shall be final and binding on all parties concerned.

### ARTICLE IV

#### MEMBERSHIP, VOTING RIGHT, AND ORGANIZATION OF ASSOCIATION

Section 1. Developer/Declarant as Association: Developer/Declarant shall act as the Association and board of Directors for all purposes under these Declaration of Restrictions and Covenants to Run with the Land, until either of the following events:

- A. The sale and closing by Developer/Declarant to 90% of the lots subject hereto (which includes all four phases (207 lots); or
- B. A written declaration signed by Developer/Declarant stating its intention to turn over to the duly elected Board of Directors of the Association all of the duties, rights, obligations and responsibilities of the Association as herein provided; subject, however to the provisions of Article II, Section 1, paragraph C, below.

Notwithstanding the fact that Developer/Declarant may relinquish all of the duties, rights, obligations and responsibilities of the Association to the duly elected board of Directors, Developer/Declarant shall continue to act as the Association and Board of Directors with regard to all matters relating to all lots that are still owned by Developer/Declarant and lots that have been sold to mobile home dealers until such time as the mobile home dealer has sold the lot to an Owner occupying a residence on the lot.

A Board of Directors may be elected by the membership at any time; however, the Board of Directors shall not exercise any of the rights, powers and duties granted the Association and its Board of Directors until the occurrence of either Paragraph A or B above. Until such time, the decision of the Developer/Declarant as to all matters hereunder shall be final and shall not be subject to review or change by the Association or its Board of Directors.

Section 2. **Membership:** Every Owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any lot covered by these Covenants.

Section 3. **Voting:** Each Owner of a lot covered by these covenants shall be entitled to one vote for each lot owned. When more than one person or entity holds an interest in any lot, all such persons or entities shall be members of the Association, but only one vote for any such lot may be exercised.

Section 4. **Board of Directors, Meetings:** The Association shall be governed by a seven-person Board of Directors. The initial term of the Board of Directors shall be staggered so that the terms of three directors shall expire at the end of two years, and the terms two directors shall expire at the end of four years and six years, respectively. Directors must be Owners of a lot covered by these Covenants. Elections by the membership for each expired term of the board of Directors shall be held at the annual meeting of the Association membership called by the Board of Directors each year on ten days' written notice to the membership. Special meetings of the membership may be called at any time on ten days' written notice to the membership by the board of Directors or by any ten lot Owners.

The Board of Directors shall meet at such times and locations as needed to conduct the affairs of the Association. In any event, the Board shall meet at least once each year to elect new officers and conduct such other business as it deems necessary. In the event of death, incapacity, resignation, or ineligibility of any director, the remaining directors shall have full authority to designate a successor to complete the term of office. No compensation shall be paid to the directors. Reimbursement of Director's out of pocket expenses may be reimbursed at the discretion of the Board of Directors.

Section 5. **Enforcement:** Enforcement of the restrictions and covenants described herein may be by proceeding of law in equity, against any person or entity for injunctive relief or for damages, violating or attempting to violate any restriction or covenant contained herein. Any enforcement action brought herein may be undertaken

by the Association or by individual lot Owners with the approval of the Board of Directors of the Association.

A Majority of directors shall constitute a quorum; provided however, if less than a majority of directors are present at said meeting, a majority of the directors present may adjourn the meeting to another time without further notice. The affirmative vote of four of the directors at a meeting which a quorum is present shall be required to constitute an official and valid action. Any action of the Board of Directors may be overturned and nullified by two-thirds majority vote of the lot owners.

**Section 6.** Disputes. All disputes concerning the application or interpretation of these Covenants shall be decided by the Board of Directors as to the lots to which the Association has authority pursuant to Article II, Section 1, provided, however, that disputes as to lots owned by Developer/Declarant or lots owned by dealers shall be resolved by Developer/Declarant.

**Section 7.** Termination: Since at the time these declarations, restrictions and covenants, which run with the land, were being prepared there is a requirement for each homeowner to pay \$100 (one hundred dollars) per year, for fourteen (14) years to Dry Fork Mine, it is anticipated that the Homeowners Association ("HOA") may be disbanded at the end of the fourteen years, by a vote of the 2/3 majority of the owners and evidenced by a document recorded of record listing the owners and the legal description of the property that voted in favor of the termination.

In the event the HOA is disbanded, these Covenants continue to be in full force and effect in all other aspects.

#### ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1.** Creation of the Lien and Personal Obligation of Assessments. Developer/Declarant, for each lot owned within the Property hereby covenants, and each Owner of any lot by acceptance of a deed or contract for deed therefore, whether or not it shall be so expressed in such deed or contract for 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 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. Any member or lot Owner shall have the right to inspect the records of the Association at any reasonable time. Notwithstanding the foregoing, all lots owned by Developer/Declarant or by a homebuilder shall not be subject to annual or special assessments as herein provided. The annual and special assessments shall become payable once a lot is sold to a private lot Owner for residential use and occupation by

such lot Owner.

**Section 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 Property. In addition to any annual assessment, the Association shall collect the required annual \$100 (one hundred dollars) per homeowner, payable to Dry Fork Mine or its successors, for a period of 14 years or until the total of \$1400 per occupied lot is paid.

**Section 3. Basis and Maximum of Annual Assessments.** Until January 1 of the year immediately following the conveyance of the first lot subject to these covenants to a private residential lot Owner, the maximum annual assessment shall be \$100 per lot.

- A. From and after January 1 of the year immediately following the conveyance of the first lot subject to these covenants to a private residential lot Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership by no more than 5%.
- B. From and after January of the year immediately following the conveyance of the first lot subject to these covenants to a private residential lot Owner, the maximum annual assessment may be increased above 5% by a vote of the members for the next succeeding two years, and at the end of each such period of two years, for each succeeding period of two years, provided that any such change shall have the assent of 60% of the votes of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty days nor more than sixty days in advance of the meeting setting forth the purpose of the meeting. Assessments shall become effective and payable commencing with the first month following the month of lot sale closing to a private residential lot Owner.

**Section 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 part, the cost of any construction, reconstruction, repair or replacement of a capital improvement within the Property, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 60% of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.** Written notice of any meeting called for the purpose of taking any action authorized under Article II, Section 3 or 4, shall be sent to all members not less than 30 not 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 60% of all the votes of the membership shall constitute a quorum. If the required quorum is 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 30 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each lot on the first day of the month following conveyance by deed or contract for deed to a private residential lot Owner. 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 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 specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within 30 days after the due date shall be charged interest at the annual percentage rate of 12%. The Association may bring an action at law or against the Owner personally obligated to pay the same, or foreclose the lien against the Property as provided in Article III, Section 1, above. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of the Owner's lot.

Section 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 lot shall not affect the assessment lien as to the lot conveyed. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE VI MINING COVENANTS, RELEASE AND INDEMNIFICATION, AND DISCLOSURES

Section 1. Mining and Other Operations Nearby: The proposed subdivision is located near an active coal mining operation. The mine is an approved and permitted mine with the existing and continuing right to mine its current coal reserves. Active mines may operate twenty-four hours per day, seven days per week, and may include operation of heavy equipment, blast hole drilling, blasting events, and other activities related to mining. Operation of this mine may result in ground vibration, noise, dust, bright lights at night, and other conditions that may affect the quality of life in this subdivision. Some studies indicate that blasting may temporarily result in trace amounts of nitrogen oxide and nitrogen dioxide fumes after blasts which may cause temporary discomfort to certain individuals, especially those with respiratory disorders. Overly sensitive individuals may need to depart from the area to avoid the discomfort caused by the gases. Persons intending to purchase, lease or rent property in this subdivision are here notified that mining coal from an approved and permitted mine is a reasonable and lawful use of its property by the mine operator, and that the mine is not required to curtail or otherwise limit its operations to minimize impacts to the subdivision or its residents. In addition, Western Fuels-Wyoming, Inc. also leases property for oil and gas production, grazing, and for other purposes

which may adversely affect the Lot owners and occupants. Methane gas could be released during the production of methane gas from nearby gas well operations. There may be coal seams beneath the subdivision which could become conduits for methane gas and other gas releases.

**Section 2.** Release and indemnification: The present owners of Lots and any future owners and occupants of Lots, by these covenants, are hereby notified as to the activities taking place near the Lots as outlined in Section 1 above. As owner or occupant of any of these Lots or Lot, the owner of said Lot, does hereby release and hold Ash, Inc., Ash Meadows LLC, the City of Gillette, Campbell County and Western Fuels-Wyoming, Inc. its owners, employees, representatives, successors, or assignees and any of its subcontractors or materialmen, or anyone else authorized to act by Ash, Inc., Ash Meadows LLC, or Western Fuels-Wyoming, Inc. harmless from any damage whatsoever, and of any nature whatsoever from Western Fuels-Wyoming, Inc.'s mining and other Operations nearby as described in Section 1, above. This release and indemnification shall include attorneys' fees and costs, should Ash, Inc., Ash Meadows LLC, the City of Gillette, Campbell County and/or Western Fuels-Wyoming, Inc be required to defend any action against any Lot owner(s). However, the Lot owners are not prevented from bringing action against Western Fuels-Wyoming, Inc. for their gross negligence or willful actions not contemplated by these covenants, which cause damage to the Lot owners.

**Section 3.** Covenants and Disclosures to Run with the Land. These Covenants and Disclosures shall run with the land and shall be binding on and shall inure to the benefit of Western Fuels-Wyoming, Inc., its successors, and assigns.

**Section 4.** Modification of Article IV of these Covenants and Disclosures: Article IV of these Covenants and Disclosures shall not be amended or altered in any fashion whatsoever, without the written consent of Western Fuels-Wyoming, Inc.

## ARTICLE VII

### DISPOSITION

**Section 1.** Enforcement: The Declarant, Association or Board of Directors, 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 Declarant, Association or Board of Directors, or 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. The Association and Board of Directors shall have the right to reimbursement of reasonable court costs and attorney fees if legal action is instituted against any Owner.

**Section 2.** Amendment. Waiver of Covenants: Except as these covenants may be amended or terminated by Declarant, they may not be waived or modified by Owners.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 25 day of February, 2009.

DECLARANT:

Albert S. Howell

Albert S. Howell  
President, Ash, Inc.  
Managing Member of Ash Meadows, LLC

State of Wyoming )  
County of Campbell )



On this the 25 day of February, 2009, before me, the

Undersigned Member, Albert S. Howell, personally appeared who acknowledged Himself to be President of Ash, Inc. which is the Managing Member of Ash Meadows, LLC and that he, as such being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name for and on behalf of the Limited Liability Company as authorized representative of the Managing Member.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Cheryl A. Ernst

Notary Public, Wyoming

My Commission Expires: 8-3-09

(SEAL)

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