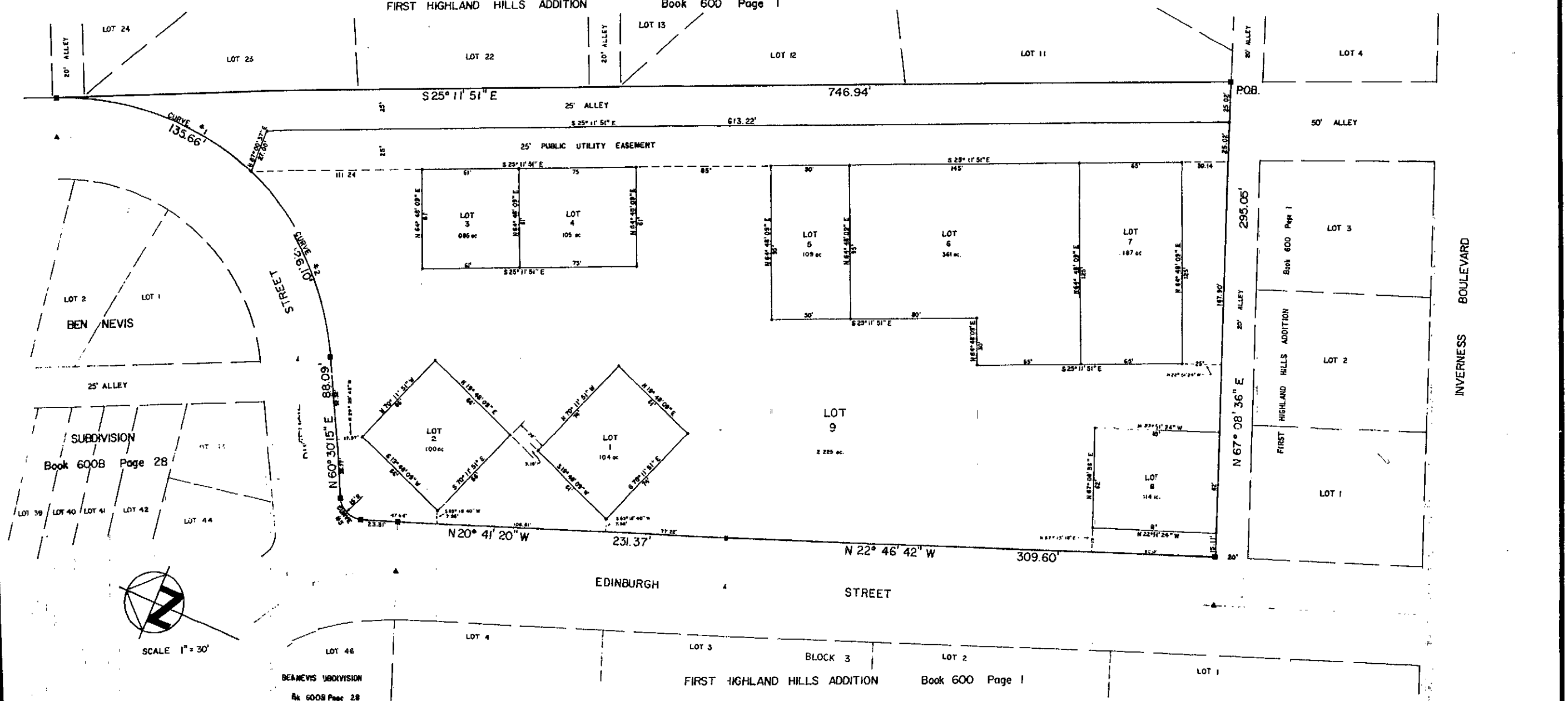
FINAL PLAT OF BEN NEVIS CENTER

A REPLAT OF LOTS 57,58 & 59, BLOCK 2, FIRST HIGHLAND HILLS ADDITION TO THE CITY OF RAWLINS, CARBON COUNTY, WYOMING
AND A REPLAT OF LOT 45 OF THE BEN NEVIS SUBDIVISION OF THE CITY OF RAWLINS, CARBON COUNTY, WYOMING
E1/2 SECTION 9, T21N, R87, 6th P.M.
A PLANNED UNIT DEVELOPMENT



CURVE DATA

NUMBER	RADIUS	ARC	DELTA	TAN	CHORD	CHORD IN
1	175.00	136.66	44° 26' 56"	71.44	132.29	S02° 59' 21" E
2	175.00	126.10	41° 17' 11"	66.93	123.38	S 39° 51' 47" E
3	15.00	21.26	81° 11' 35"	12.86	19.53	S 19° 55' 17" E

LOTS 1-9

1. No public maintenance of parking lots and dways
2. No public maintenance of sewer and water utilities
3. Lot 9 is dedicated and reserved forever hereafter as a perpetual easement for parking and utilities.

SURVEYOR'S CERTIFICATE

I, Martin A. Pedersen of Rawlins, Wyoming, a registered land surveyor in the State of Wyoming, hereby certify that this plat of Ben Nevis Center was made from notes taken on an actual survey made by me or under my supervision and that the lots, blocks, and tracts of said subdivision are accurately staked off and marked on the ground.

Martin A. Pedersen
Wyoming Registration No. 544 L.S.

LEGEND

- ■ 2½" iron pipe with brass cap set on subdivision boundary
- • ⅝" Rebar with an aluminum cap set at all interior lot corners and secondary boundary points
- ▲ Brass cap set on street centerlines

BASIS OF BEARING

All bearings are referenced to recorded bearings called for on the First Highland Hills Addition plat filed in Book 600, Page 1, in the office of the County Clerk, Carbon County Courthouse, Rawlins, Wyoming.

COMPLIMENTS OF FIRST AMERICAN

DATE	DESCRIPTION

DRAWN BY CLC
DATE: 2-82
CHECKED BY MP
DATE: 2-82
JOB NO. 4168.0
SCALE 1" = 30'
SHEET 2 OF

ROBERT JACK SMITH & ASSOC. INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
RAWLINS, WYOMING

FINAL PLAT
BEN NEVIS CENTER
for
ENERGY HOUSING, INC.
RAWLINS, WYOMING

FINAL PLAT BEN NEVIS CENTER #4168.01 ENERGY HOUSING

ENERGY HOUSING
4168.01

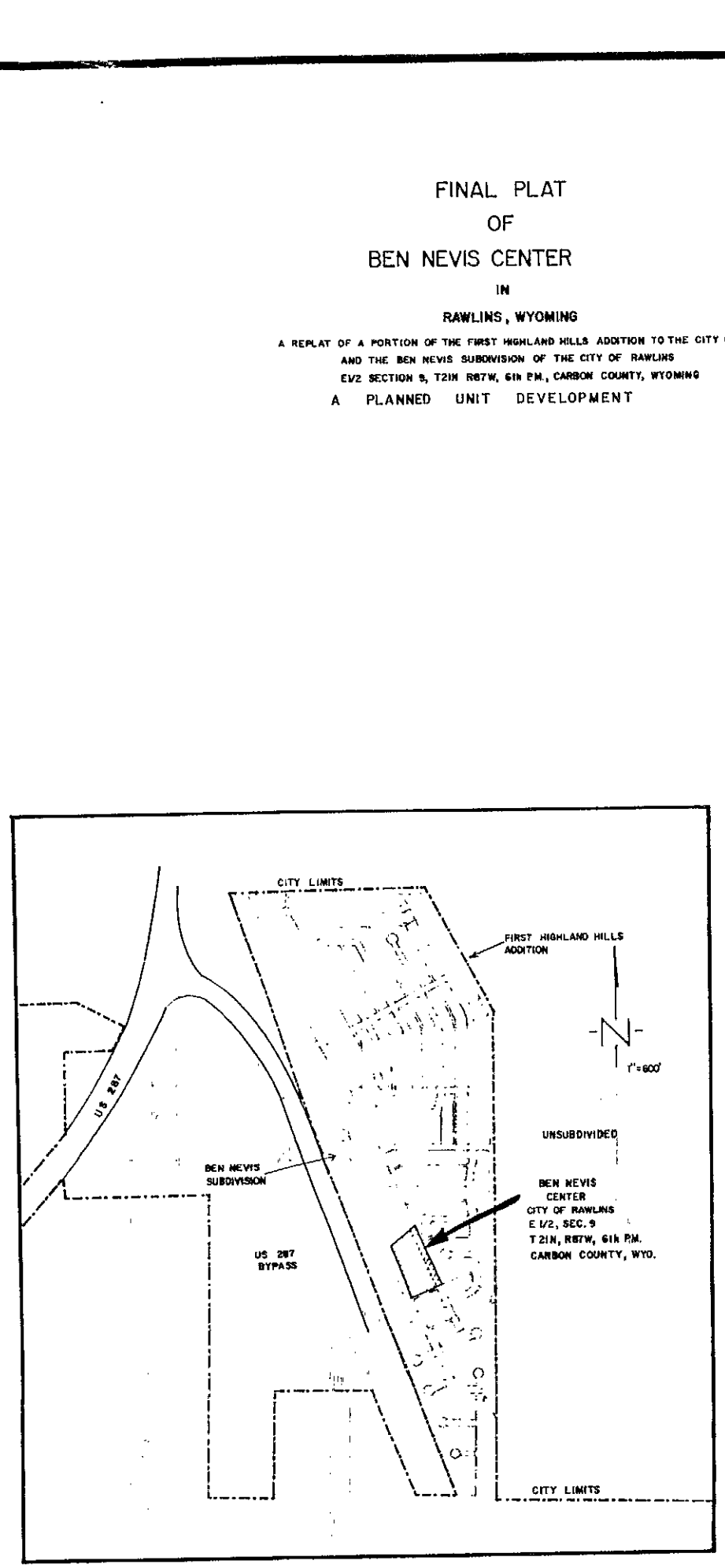
BEN NEVIS CENTER SUBD.

TITLE SHEET

FINAL PLAT
OF
BEN NEVIS CENTER
IN
RAWLINS, WYOMING

A REPLAT OF A PORTION OF THE FIRST HIGHLAND HILLS ADDITION TO THE CITY OF RAWLINS
AND THE BEN NEVIS SUBDIVISION OF THE CITY OF RAWLINS
E1/2 SECTION 9, T21N R87W, 6th PM., CARBON COUNTY, WYOMING

A PLANNED UNIT DEVELOPMENT



RECORDER'S CERTIFICATE

I MARY G. BRADFORD, THE DULY ELECTED, QUALIFIED AND ACTING COUNTY CLERK AND EX-OFFICIO REGISTER OF DEEDS IN AND FOR CARBON COUNTY, WYOMING, DO HEREBY CERTIFY THAT THIS MAP WAS FILED IN MY OFFICE IN RAWLINS, CARBON COUNTY, WYOMING, ON THE 26TH DAY OF APRIL, 1982, AND DULY RECORDED IN BOOK 600R, AT PAGE 38, INSTRUMENT NO. 496000, AT 8:00 AM.

Mary G. Bradford
COUNTY CLERK OF CARBON COUNTY, WYOMING

ASSURANCES

SATISFACTORY ASSURANCES IN THE FORM OF IRREVOCABLE LETTER OF CREDIT FROM RAWLINS NATIONAL BANK HAVE BEEN PROVIDED TO GUARANTEE THE CONSTRUCTION OF ALL PUBLIC IMPROVEMENTS WITHIN THIS SUBDIVISION.

H. A. Woolbaugh April 21, 1982
MAYOR DATE

APPROVALS

Steve D. Harder — April 21, 1982
CITY ATTORNEY DATE

James H. Carey — April 21, 1982
CITY ENGINEER DATE

RAWLINS PLANNING COMMISSION

BY Dick Spencer — April 21, 1982
PLANNING DIRECTOR DATE

BY Alvin Lemmon — April 21, 1982
CHAIRMAN, PLANNING COMMISSION

THIS PLAT APPROVED BY THE CITY COUNCIL OF RAWLINS, WYOMING, ON THE 21 DAY OF APRIL, 1982, FOR FILING WITH THE CLERK AND RECORDER OF CARBON COUNTY AND FOR CONVEYANCE TO THE CITY OF THE PUBLIC DEDICATIONS SHOWN HEREON; SUBJECT TO THE PROVISIONS THAT APPROVAL IN NO WAY OBLIGATES THE CITY OF RAWLINS FOR FINANCING OR CONSTRUCTING OF IMPROVEMENTS ON LANDS, STREETS, OR EASEMENTS DEDICATED TO THE PUBLIC EXCEPT AS SPECIFICALLY AGREED TO BY THE CITY COUNCIL AND FURTHER THAT SAID APPROVAL SHALL IN NO WAY OBLIGATE THE CITY OF RAWLINS FOR MAINTENANCE OF STREETS WHICH ARE NOT DEDICATED TO THE PUBLIC NOR UNTIL ALL IMPROVEMENTS SHALL HAVE BEEN COMPLETED TO THE SATISFACTION OF THE CITY COUNCIL AND ACCEPTED BY PROPER RESOLUTION.

DATED THIS 21 DAY OF APRIL, 1982

H. A. Woolbaugh
MAYOR

ATTEST: Jeanette Tisseile
CITY CLERK (Deputy)

STATEMENT OF OWNERSHIP, SUBDIVISION DEDICATION AND DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THE UNDERSIGNED BEING ALL OF THE OWNERS OF THE LAND HEREIN DESCRIBED, HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED INTO LOTS AND A TRACT AS SHOWN ON THIS PLAT TO BE KNOWN AS BEN NEVIS CENTER.

PROTECTIVE COVENANTS FOR THE BEN NEVIS CENTER, P.U.D. AS ARE FILED CONTEMPORANEOUSLY HEREWITH IN THE OFFICE OF THE CLERK AND EX-OFFICIO RECORDER OF DEEDS IN AND FOR CARBON COUNTY, WYOMING.

WITNESS, OUR HANDS AND SEALS THIS 22 DAY OF April, 1982.

ENERGY HOUSING, INC.

BY: Jay Grabow
PRESIDENT

ATTEST:

DEDICATION

WE THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT AND, BY THESE PRESENT, SUBDIVIDED AS BEN NEVIS CENTER THE LAND DESCRIBED AS FOLLOWS:

ALL OF LOTS 57, 58 AND 59, OF BLOCK 2, OF THE FIRST HIGHLAND HILLS ADDITION TO THE CITY OF RAWLINS, CARBON COUNTY, WYOMING, AND ALL OF LOT 45 OF THE BEN NEVIS SUBDIVISION OF THE CITY OF RAWLINS, CARBON COUNTY, WYOMING, MORE COMPLETELY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 11 OF BLOCK 2 OF THE FIRST HIGHLAND HILLS ADDITION TO THE CITY OF RAWLINS;

THENCE S67°08'36"W, 295.05' ALONG A LINE PARALLEL TO AND 20' NORTH OF THE NORTH LINE OF LOT 1 OF BLOCK 2 OF THE FIRST HIGHLAND HILLS ADDITION TO THE CITY OF RAWLINS TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF EDINBURGH STREET;

THENCE N22°46'42"W, 309.60' ALONG SAID RIGHT-OF-WAY LINE TO AN ANGLE POINT;

THENCE N20°41'20"W, 251.37' ALONG SAID RIGHT-OF-WAY TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE WITH A RADIUS OF 15' THROUGH A CENTRAL ANGLE OF 84°11'35" AN ARC DISTANCE OF 21.26' TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF DUNPHAIL STREET;

THENCE N60°30'15"E, 88.09' ALONG SAID RIGHT-OF-WAY LINE TO A POINT OF CURVATURE OF A CURVE TO THE LEFT;

THENCE ALONG SAID CURVE WITH A RADIUS OF 175' THROUGH A CENTRAL ANGLE OF 85°42'07" AN ARC DISTANCE OF 261.76' TO A POINT;

THENCE S25°48'51"E, 746.94' TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 3.754 ACRES MORE OR LESS.

LOT 45 OF BEN NEVIS SUBDIVISION AND LOTS 57, 58 AND 59 OF BLOCK 2 OF THE FIRST HIGHLAND HILLS ADDITION TO THE CITY OF RAWLINS, WITH THE INCLUDED ALLEY ARE HEREBY VACATED.

THAT THE SURVEYING AND LAYING OUT INTO LOTS, ALLEYS AND EASEMENTS KNOWN AS THE BEN NEVIS CENTER IS WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS AND PROPRIETORS;

THAT WE ARE THE OWNERS, THEREOF, AND THAT WE DO HEREBY DEDICATE TO THE PUBLIC USE SAID STREETS, ALLEYS AND EASEMENTS WE OWN ON THE FOREGOING PLAT.

IN WITNESS WHEREOF, THE SAID OWNERS AND PROPRIETORS HAVE HERE ONTO SET THEIR HANDS AND SEALS THIS 22 DAY OF APRIL, 1982.

E.A. Rummel, Jr.

Marilyn Rummel
MARILYN RUMMEL

ENERGY HOUSING, INC.

Jay Grabow
JAY GRABOW, PRESIDENT

ATTEST: Connie E. Grabow
CONNIE E. GRABOW, SECRETARY

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WYOMING }
COUNTY OF CARBON } ss

ON THIS 22 DAY OF April, 1982, BEFORE ME PERSONALLY APPEARED E.A. RUMMEL JR. AND MARILYN RUMMEL, KNOW TO ME TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL Clark A Ahrens
MY COMMISSION EXPIRES NOV. 9, 1984

CORPORATE ACKNOWLEDGEMENT

STATE OF WYOMING }
COUNTY OF CARBON } ss

ON THIS 22 DAY OF APRIL, 1982, BEFORE ME PERSONALLY APPEARED JAY GRABOW, TO ME KNOWN, WHO, BEING BY ME FIRST DULY SWORN, DID DEPOSE AND SAY THAT HE IS THE PRESIDENT, OF ENERGY HOUSING, INC., THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL Diane J. Watkins
MY COMMISSION EXPIRES JANUARY 17, 1985

COMPLIMENTS OF
FIRST AMERICAN

ORIGINAL

130

UIC LAW DEPARTMENT
DOCUMENT NO. 1-453
Page 1

SPECIAL WARRANTY DEED

UNION PACIFIC LAND RESOURCES CORPORATION, a corporation of the State of Utah, Grantor, for and in consideration of the sum of One hundred sixty one thousand five hundred sixteen dollars ($161,516.00) in hand paid, conveys and warrants to JOHN A. MAC PHERSON, Grantee, the parcel of land situate in the East Half (E½) of Section 9, Township 21 North, Range 87 West of the Sixth Principal Meridian, in Carbon County, State of Wyoming, described in Exhibit A, hereto attached and hereby made a part hereof.

EXCEPTING from this grant and RESERVING unto the Grantor, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of, said minerals by any means or methods suitable to the Grantor, its successors and assigns. The Grantor also reserves to itself, its successors and assigns, the perpetual right to enter upon and use that certain surface location hereinafter defined, herein referred to as "Development Area" (but without entering upon, using, or in any manner damaging the surface of the remaining lands conveyed, except for the construction, maintenance and use of roadways thereover, as hereinafter provided), for the exploration for, removal and disposal of, minerals hereby excepted and reserved and minerals underlying other lands, with the perpetual right for said purposes to have any buildings, other structures and property removed from the Development Area without expense to the Grantor, its successors or assigns. The Grantee, his heirs, executors, administrators, successors and assigns, may use the Development Area, subject always to the superior right of use herein reserved to the Grantor, its successors and assigns.

Said Development Area is specifically described in "Exhibit B," hereto attached and hereby made a part hereof.

There is also RESERVED unto the Grantor, its successors and assigns, the right to construct, maintain and use roadways upon, over and across the land hereby conveyed for ingress and egress to and from said Development Area, all of which may be freely done at any time or times by the Grantor, its successors or assigns, without liability to the Grantee, his heirs, executors, administrators, successors or assigns, or to any other party for compensation or damages.

COMPLIMENTS OF FIRST AMERICAN

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

This deed is made SUBJECT to the following:

(a) All taxes and all assessments, or, if payable in installments, all installments of assessments, levied upon or assessed against the premises described in said Exhibit A which became or may become due and payable in the year 1973 shall be prorated as of the date of this deed between the Grantor and the Grantee, and the Grantee assumes and agrees to pay, or to reimburse the Grantor for, if paid by it, all such taxes and assessments and installments of assessments applicable to the period subsequent to the date of this deed and assumes all taxes and all assessments and all installments of assessments which may become due and payable after said year.

(b) All outstanding leases and other outstanding rights, including, but not limited to, those for highways and other roadways and rights of way for irrigation ditches, pipe lines, pole and wire lines and the right of renewals and extensions of the same, and subject also to all conditions, limitations, restrictions, encumbrances, reservations or interests of any person which may affect the said land, whether recorded or unrecorded.

(c) That certain Agreement dated February 5, 1973, between Union Pacific Land Resources Corporation and John A. Mac Pherson, identified in the records of Union Pacific Land Resources Corporation as UPLR C. D. No. 95-6.

It is expressly understood that the subjacent support of the premises described in said Exhibit A may have been impaired by mining operations heretofore carried on beneath the surface thereof, and the sale and conveyance of said premises is upon the condition that the Grantor, its successors and assigns, shall not be liable for damages resulting therefrom.

TO HAVE AND TO HOLD, subject to the aforesaid exceptions, reservations, and other provisions, the said premises with all the rights and appurtenances thereunto belonging unto the said Grantee, his heirs and assigns, forever, and the said Grantor hereby covenants with the said Grantee that it will warrant and defend the title to the said premises unto the said Grantee, his heirs and assigns, forever, except as hereinbefore mentioned, against the lawful claims of all persons claiming by, from or under it, but against none other.

IN WITNESS WHEREOF, the said UNION PACIFIC LAND RESOURCES CORPORATION has caused these presents to be signed

by its President and attested by its Assistant Secretary, and its corporate seal to be hereunto affixed this 29th day of May, 1973.

In Presence of:

UNION PACIFIC LAND RESOURCES CORPORATION

By Vice President

Attest:

Assistant Secretary (Seal)

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

On this 29 day of May, 1973, before me, a Notary Public in and for said County in the State aforesaid, personally appeared , to me personally known, and to me personally known to be Vice President of UNION PACIFIC LAND RESOURCES CORPORATION, and to be the same person whose name is subscribed to the foregoing instrument, and who, being by me duly sworn, did say that he is Vice President of Union Pacific Land Resources Corporation; that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and the said acknowledged said instrument to be his free and voluntary act and deed, and the free and voluntary act and deed of said corporation, by it voluntarily executed, for the uses specified therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires June 9, 1976.

Notary Public

Residing at Omaha, Neb.

(SEAL)

ALFRED SIMONSEN
GENERAL NOTARY
State of Nebraska
My Commission Expires
June 9, 1976

EXHIBIT A

A tract of ground located in the E½ of Section 9, Township 21 North, Range 87 West, Sixth Principal Meridian, Carbon County, Wyoming, more completely described as follows:

Beginning at the southeast corner of said Section 9, a concrete monument with a brass cap set by the Rawlins City Engineer to replace the original stone;

thence South 89° 41' 36" West, 288.79 feet along the South line of said Section 9 to the easterly right of way of the U. S. Highway No. 287 by-pass;

thence North 22° 51' 24" West, 1998.22 feet along the easterly right of way line of said U. S. Highway 287 by-pass to the beginning of a curve;

thence northwesterly along the easterly right of way of said U. S. Highway No. 287 by-pass, an arc distance of 1725.64 feet on a curve to the right with a radius of 22818.32 feet and a central angle of 4° 20';

thence North 18° 15' 44" West, 1889.23 feet along the easterly right of way of said U. S. Highway No. 287 to the North line of said Section 9, monumented by a Wyoming Highway Department concrete right of way marker;

thence North 88° 52' 20" East, 2257.06 feet along the North line of said Section 9 to the northeast corner of said Section 9, a set and marked stone as described in the official record;

thence South 0° 06' 36" East, 2646.18 feet along the East line of said Section 9 to the E¼ corner of said Section 9, a one inch iron pipe;

thence South 0° 06' 19" East, 2646.17 feet along the East line of said Section 9 to the point of beginning.

Said tract containing 161.516 acres, more or less, with bearings referred to true North as determined by angular observations from USC and GS Station "Rawlins".

EXHIBIT B

A parcel of land situate in the NE¼NE¼SE¼ of said Section 9 more particularly described as follows;

Beginning at the east quarter corner of said Section 9;

thence westerly, along the east-west centerline of said Section 9, a distance of 300 feet;

thence southerly, parallel with the east line of said Section 9, a distance of 300 feet, to the true point of beginning;

thence continuing southerly, parallel with the east line of said Section 9, a distance of 300 feet;

thence westerly, parallel with said east-west centerline of said Section 9, a distance of 300 feet;

thence northerly, parallel with said east line of said Section 9, a distance of 300 feet;

thence easterly, parallel with said east-west centerline of said Section 9, a distance of 300 feet, to the true point of beginning.

Containing an area of 2.06 acres, more or less.

STATE OF WYOMING, Carbon County, } ss. No. 523969

Filed for record on this 8 day of June A. D. 19 82 at 2:00 o'clock P. M. and recorded in Book 587 page 130

R. A. Engstrom

R. A. Engstrom, County Clerk and Ex-Officio Register of Deeds

Deputy

UIC LAW DEPARTMENT
DOCUMENT NO. 1-453(S)
Page 1

SUBSTITUTE SPECIAL WARRANTY DEED

UNION PACIFIC LAND RESOURCES CORPORATION, a corporation of the State of Utah, Grantor, for and in consideration of the sum of One Hundred Sixty-One Thousand Five Hundred Sixteen Dollars ($161,516.00) in hand paid, conveys and warrants to JOHN A. MAC PHERSON, Grantee, the parcel of land situate in the East Half (E½) of Section 9, Township 21 North, Range 87 West of the Sixth Principal Meridian, in Carbon County, State of Wyoming, described in Exhibit A, hereto attached and hereby made a part hereof.

EXCEPTING from this grant and RESERVING unto the Grantor, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of, said minerals by any means or methods suitable to the Grantor, its successors and assigns. The Grantor also reserves to itself, its successors and assigns, the perpetual right to enter upon and use that certain surface location hereinafter defined, herein referred to as "Development Area" (but without entering upon, using, or in any manner damaging the surface of the remaining lands conveyed, except for the construction, maintenance and use of roadways thereover, as hereinafter provided), for the exploration for, removal and disposal of, minerals hereby excepted and reserved and minerals underlying other lands, with the perpetual right for said purposes to have any buildings, other structures and property removed from the Development Area without expense to the Grantor, its successors or assigns. The Grantee, his heirs, executors, administrators, successors and assigns, may use the Development Area, subject always to the superior right of use herein reserved to the Grantor, its successors and assigns.

Said Development Area is specifically described in "Exhibit B," hereto attached and hereby made a part hereof.

There is also RESERVED unto the Grantor, its successors and assigns, the right to construct, maintain and use roadways upon, over and across the land hereby conveyed for ingress and egress to and from said Development Area, all of which may be freely done at any time or times by the Grantor, its successors or assigns, without liability to the Grantee, his heirs, executors, administrators, successors or assigns, or to any other party for compensation or damages.

COMPLIMENTS OF FIRST AMERICAN

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

This deed is made SUBJECT to the following:

(a) All taxes and all assessments, or, if payable in installments, all installments of assessments, levied upon or assessed against the premises described in said Exhibit A which became or may become due and payable in the year 1973 shall be prorated as of the date of this deed between the Grantor and the Grantee, and the Grantee assumes and agrees to pay, or to reimburse the Grantor for, if paid by it, all such taxes and assessments and installments of assessments applicable to the period subsequent to the date of this deed and assumes all taxes and all assessments and all installments of assessments which may become due and payable after said year.

(b) All outstanding leases and other outstanding rights, including, but not limited to, those for highways and other roadways and rights of way for irrigation ditches, pipe lines, pole and wire lines and the right of renewals and extensions of the same, and subject also to all conditions, limitations, restrictions, encumbrances, reservations or interests of any person which may affect the said land, whether recorded or unrecorded.

(c) That certain Agreement dated February 5, 1973, between Union Pacific Land Resources Corporation and John A. Mac Pherson, identified in the records of Union Pacific Land Resources Corporation as UPLR C. D. No. 95-6.

It is expressly understood that the subjacent support of the premises described in said Exhibit A may have been impaired by mining operations heretofore carried on beneath the surface thereof, and the sale and conveyance of said premises is upon the condition that the Grantor, its successors and assigns, shall not be liable for damages resulting therefrom.

TO HAVE AND TO HOLD, subject to the aforesaid exceptions, reservations, and other provisions, the said premises with all the rights and appurtenances thereunto belonging unto the said Grantee, his heirs and assigns, forever, and the said Grantor hereby covenants with the said Grantee that it will warrant and defend the title to the said premises unto the said Grantee, his heirs and assigns, forever, except as hereinbefore mentioned, against the lawful claims of all persons claiming by, from or under it, but against none other.

This deed is given in substitution for a certain Special Warranty Deed dated May 29, 1973, given by Union Pacific Land Resources Corporation to John A. Mac Pherson, identified in the records of Union Pacific Land Resources Corporation as UIC Law Department Document No. 1-453 and filed for record in the Office of the County Clerk of Carbon County, Wyoming on the 8th day of June, 1973 in Book 587, Page 130, Receiving No. 523969. Any inconsistency between the terms of that deed and the terms of this deed shall be resolved in accordance with the terms of this deed. This deed shall be deemed to be controlling and to supersede that deed.

IN WITNESS WHEREOF, the said UNION PACIFIC LAND RESOURCES CORPORATION has caused these presents to be signed by its Vice President and attested by its Assistant Secretary, and its corporate seal to be hereunto affixed this 9th day of February, 1976.

In Presence of:

UNION PACIFIC LAND RESOURCES CORPORATION

By _____ President

Attest:

_____ (Seal)
Assistant Secretary

JOHN A. MAC PHERSON does hereby consent and agree to all of the terms of the foregoing Substitute Special Warranty Deed and does hereby quitclaim and reconvey to UNION PACIFIC LAND RESOURCES CORPORATION as of the 29th day of May, 1973, any interest inconsistent therewith conveyed to it by the Special Warranty Deed mentioned therein dated May 29, 1973.

In Presence of:

_____

_____
JOHN A. MAC PHERSON

330

APPROVED AS TO FORM:

/s/ Byron D. Strattan

APPROVED AS TO EXECUTION:

Western General Counsel

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

On this 9th day of February, 1976, before me, a Notary Public in and for said County in the State aforesaid, personally appeared J. E. BLACK, to me personally known, and to me personally known to be _____ of UNION PACIFIC LAND RESOURCES CORPORATION, and to be the same person whose name is subscribed to the foregoing instrument, and who, being by me duly sworn, did say that he is _____ of Union Pacific Land Resources Corporation; that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and the said J. E. BLACK acknowledged said instrument to be his free and voluntary act and deed, and the free and voluntary act and deed of said corporation, by it voluntarily executed, for the uses specified therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires 9-12-78.

Eldon E. Thompson
Notary Public

Residing at La Vista Nebr.

(Seal)

ELDON E. THOMPSON
GENERAL NOTARY
State of Nebraska
My Commission Expires
SEPTEMBER 12, 1978

STATE OF Wyoming)
) ss.
COUNTY OF Carbon)

The foregoing instrument was acknowledged before me by John A. MacPherson, this 31st day of January, 1976.

Witness my hand and official seal.

Notary Public

Notary Public
County of Carbon
State of Wyoming
(Seal)
My Commission Expires Aug. 26, 1979.

My commission expires: Aug. 26, 1979

EXHIBIT A

A tract of ground located in the E½ of Section 9, Township 21 North, Range 87 West, Sixth Principal Meridian, Carbon County, Wyoming, more completely described as follows:

Beginning at the southeast corner of said Section 9, a concrete monument with a brass cap set by the Rawlins City Engineer to replace the original stone;

thence South 89° 41' 36" West, 268.79 feet along the South line of said Section 9 to the easterly right of way of the U. S. Highway No. 287 by-pass;

thence North 22° 51' 24" West, 1998.22 feet along the easterly right of way line of said U. S. Highway 287 by-pass to the beginning of a curve;

thence northwesterly along the easterly right of way of said U. S. Highway No. 287 by-pass, an arc distance of 1725.64 feet on a curve to the right with a radius of 22818.32 feet and a central angle of 4° 20';

thence North 18° 15' 44" West, 1889.23 feet along the easterly right of way of said U. S. Highway No. 287 to the North line of said Section 9, monumented by a Wyoming Highway Department concrete right of way marker;

thence North 88° 52' 20" East, 2257.06 feet along the North line of said Section 9 to the northeast corner of said Section 9, a set and marked stone as described in the official record;

thence South 0° 05' 36" East, 2646.18 feet along the East line of said Section 9 to the E¼ corner of said Section 9, a one inch iron pipe;

thence South 0° 05' 19" East, 2646.17 feet along the East line of said Section 9 to the point of beginning.

Said tract containing 161.516 acres, more or less, with bearings referred to true North as determined by angular observations from USC and GS Station "Rawlins".

EXHIBIT B

A parcel of land situate in the Southeast Quarter of the Northeast Quarter (SE¼NE¼) of Section 9, Township 21 North, Range 87 West of the Sixth Principal Meridian, Carbon County, State of Wyoming, bounded and described as follows:

Beginning at a point on the north line of the First Highland Hills Addition to the City of Rawlins, State of Wyoming, said north line also being the north line of Glasgow Boulevard in said Addition, and from said point the east quarter corner of said Section bears South 50 degrees 18 minutes 05 seconds East, a distance of 663.91 feet;

thence, North 0 degrees 06 minutes 19 seconds West, a distance of 300.0 feet;

thence, South 89 degrees 53 minutes 41 seconds West, a distance of 300.0 feet;

thence, South 0 degrees 06 minutes 19 seconds East, a distance of 300.0 feet, to a point on said north line of Glasgow Boulevard;

thence, along said north line North 89 degrees 53 minutes 41 seconds East, a distance of 300.0 feet to the Point of Beginning.

Containing an area of 90,169 square feet, more or less, (2.07 acres, more or less).

STATE OF WYOMING, Carbon County, } ss. No. 566072

Filed for record on this 24 day of February A.D. 1976 at 10:45 o'clock A.M. and recorded in Book 634 page 3[illegible]

Mary G. Bradford

Mary G. Bradford, County Clerk and Clerk of Register of Deeds

By Ruby I. Peterson Deputy

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF BEN NEVIS CENTER

THIS DECLARATION, made on the date hereinafter set forth by ENERGY HOUSING, INC., a Wyoming Corporation, F. A. RUMMEL, JR. AND MARILYN L. RUMMEL, referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situate in the City of Rawlins, County of Carbon, State of Wyoming, which is legally described as:

Lots 1 through 9, inclusive, of Ben Nevis Center, being a replat of Lots 57, 58, and 59, Block 2, First Highland Hills Addition to the City of Rawlins, Carbon County, Wyoming and a replat of Lot 45 of the Ben Nevis Subdivision of the City of Rawlins, Carbon County, Wyoming, located in the E 1/2 of Section 9, Township 21 North, Range 87 West, 6th P.M.

NOW THEREFORE, Declarant hereby declares that all of the above real property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved, subject ot the following easements, limitations, restrictions, covenants, and conditions, all of which are declared and agreed to be in furtherance of a plan for the improvement of such real property, established and agreed upon for the purposes of enhancing and perfecting the value, desirability and attractiveness of such real property and every part thereof. All of the following easements, limitations, restrictions, covenants and conditions shall run with the above described real property and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the above described real property or any part thereof, and their heirs, successors and assigns. Declarant reserves the right at any time in their sole discretion to subject contiguous real property to the terms of the Declaration by appropriate Amendment of this Declaration to include such property. PROVIDED HOWEVER, declarant's ability to subject contiguous real property to the terms of this Declaration is subject to the PUD review by the Rawlins Planning Commission and the City Council and subject to all requirements of the Rawlins Code of Ordinances.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean, Ben-Nevis Center Association, a Wyoming non-profit corporation, its successors and assigns.

Section 2. "Architectural Control Committee" shall mean, as provided in Section 1 of Article V, the Committee of three members appointed to establish and enforce design, construction, landscaping and aesthetic rules and regulations.

Section 3. Ben-Nevis Center Covenants shall mean the easements, limitations, restrictions, covenants and conditions established by this Declaration of Covenants, Conditions and Restrictions for the Ben-Nevis Center.

Section 4. "Declarant" shall mean, Energy Housing, Inc., a Wyoming Corporation, F. A. Rummel and Marilyn Rummel.

Section 5. "Common Area" shall mean Lot 9 of the Ben Nevis

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

Center, a subdivision located in the City of Rawlins, County of Carbon, State of Wyoming.

Section 6. "Owner" shall mean the record owner, whether one or more persons or entities of fee simple title on Lots 1-8 inclusive of Ben Nevis Center. A purchaser under a recorded contract for deed of memorandum of contract of any of Lots 1-8 inclusive of Ben Nevis Center also is considered an owner.

Section 7. "Private Area" shall mean any portion of Lots 1-8 and excluding Lot 9, the Common Area.

Section 8. "Project Land" shall mean Lots 1-9 inclusive of Ben Nevis Center, together with any other real property which may in the future be subject to this Declaration of Covenants, Conditions, and Restrictions.

Section 9. "User" shall include all Owners and all tenants, subtenants and licensees or other persons having rights of record or whose interest is otherwise acknowledged in writing by The Association substantially similar to those of a tenant or subtenant with respect to any Parcel, and excluding Lot 9, the Common Area.

ARTICLE II
PROPERTY AND ADDITIONS THERETO

Section 1. The real property which is, and shall be, held, transferred, sold, conveyed, encumbered, and occupied subject to this Declaration is described as follows:

> Lots 1 through 9, inclusive, of Ben Nevis Center, being a replat of Lots 57, 58, and 59, Block 2, First Highland Hills Addition to the City of Rawlins, Carbon County, Wyoming and a replat of Lot 45 of the Ben Nevis Subdivision of the City of Rawlins, Carbon County, Wyoming, located in the E 1/2 of Section 9, Township 21 North, Range 87 West, 6th P.M.

All of which property shall hereinafter be referred to as "Existing Property".

Section 2. Additional Property. Declarant shall have the right to make additional parcels of land consisting of subsequent filings of Ben Nevis Center, subject to the terms and conditions of this Declaration including provisions for and membership in the Ben Nevis Center Association and subject to PUD review by the Rawlins Planning Commission and City Council and subject to all requirements of the Rawlins Code of Ordinances.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Every person or entity who is a record owner of a fee, or undivided fee, interest in any lot which is subject by covenants of record to assessments by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member, and a purchaser under a recorded memorandum of contract for purchase or recorded contract for purchase, may be considered by the Association to be the owner thereof. Regardless of the form of ownership of such parcels and regardless of whether or not one person or entity owns an interest in any of the several parcels, each parcel shall be entitled only to exercise the number of votes

assigned to it pursuant to Section 3 or Section 4 of Article III, (whichever Section may be applied to their ownership).

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

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of Energy Housing, Inc. or its assigns. Class A members shall be entitled to the number of votes assigned pursuant to Section 3 hereof for each lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interest in any lot all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B. Class B members shall be Energy Housing, Inc. and such of its assigns and successors as it may designate. The Class B member shall be entitled to vote the number of votes assigned pursuant to Section 4 hereof for each lot or in the properties in which it holds the interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) Energy Housing, Inc. elects to change its classification from Class B to Class A.

From and after the happening of whichever of these events occurs first, the Class B members shall be deemed to be a Class A member entitled to vote pursuant to Section 3 for each lot in which it holds the interest acquired for membership under Section 1.

Section 3.

Lot 1	1 vote per lot
Lot 2	1 vote per lot
Lot 3	1 vote per lot
Lot 4	1 vote per lot
Lot 5	1 vote per lot
Lot 6	3 votes per lot
Lot 7	2 votes per lot
Lot 8	1 vote per lot

Section 4.

Lot 1	2 votes per lot
Lot 2	2 votes per lot
Lot 3	2 votes per lot
Lot 4	2 votes per lot
Lot 5	2 votes per lot
Lot 6	6 votes per lot
Lot 7	4 votes per lot
Lot 8	2 votes per lot

Section 5. The Association, in addition to all the powers set forth in its Articles together with its general powers as a non-profit corporation, and subject only to the limitations upon the exercise of such powers as are expressly set forth in its Articles, the By-Laws of the Association and the Ben Nevis Center Covenants, shall have the power to enforce any and all limitations, restrictions, covenants, conditions and obligations set forth in these Covenants, any guidelines established from time to time by

the Architectural Control Committee, and such other rules and regulations as may be promulgated by the Association. The Association shall further have the power and authority at any time, and without liability to any Owner to enter upon any Private Area or Common Area for the purpose of enforcing any and all of these Covenants, the guidelines of the Architectural Control Committee or any rules and regulations of the Association. The Association shall have also the power and authority from time to time, in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of these Covenants.

ARTICLE IV
USE AND PROTECTIVE COVENANTS

Section 1. Use. Each Owner shall permit the Common Area of Project Land owned by such Owner to be used by the general public during normal business hours, in accordance with the rules and regulations to be established by the Association from time to time.

Section 2. Private Area. Each Owner shall maintain and keep in good repair the Private Area parcel owned by such Owner, which maintenance obligations shall include, without being limited to, removal to designated areas of snow from sidewalks, parking areas, walks, drives, stairs, and other similar facilities, and necessary for their customary use and enjoyment; maintenance of grass, plants, trees and shrubs so that all are attractively clipped or trimmed; maintenance of lighting provided for its walks and buildings and other similar facilities; and maintenance including both upkeep and appearance of all buildings, fences, walls, other structures, landscaping, or any improvements related thereto.

Section 3. Sound Devices. No exterior speakers, horns, whistles, bells or other sound devices, except security and fire prevention devices used exclusively to protect the security of the Project Land and improvements located thereon, shall be placed or used on any Project Land.

Section 4. Trash. All garbage and trash shall be placed and kept in covered containers. In no event shall such containers be maintained so as to be visible from neighboring property or roads. The location of all trash and garbage containers must be approved by the Architectural Committee.

Section 5. Hazardous Activities. No activities shall be conducted on any Project Land and no improvements constructed on any Project Land which are or might be unsafe or hazardous to any person or property.

Section 6. Light and Odor. No light shall be emitted from any Private Area which is unreasonably bright or causes unreasonable glare; and no odor shall be emitted on any Project Land which is noxious or offensive to others.

Section 7. Construction Period Exception. During the course of actual construction of any permitted structures or improvements, the provisions contained in Section 1, 2, 3, 4 and 6 above shall be deemed waived to the extent necessary to permit such construction, provided that, during the course of such construction, nothing is done which will result in violation of any said provisions upon completions of construction.

Section 8. Use Restrictions. The following shall be permitted uses on Lots 1-8, Lot 9 shall be reserved for the perpetual use of parking:

a. Retail Store or shops; Business Center Development (enclosed, no outdoor sales or storage)
b. Office building for financial institution, real estate or insurance office, professional services such as lawyer, doctor, dentist, studio or agency; medical office buildings, or hospital
c. Barber shop, beauty shop, self-service laundry or dry cleaning establishment or pick-up agency, tailor or dressmaking shop, or other personal service shop
d. General appliance servicing and appliance repair shop
e. Restaurant, cafe, tavern, or other place serving food and beverages
f. Membership club, theatre, churches
g. Day care center, nursing, rest or convalescent homes
h. Buried underground utility lines and overhead electrical transmission lines only if they only serve the City of Rawlins.

The following uses are permitted subject to the Planning Commission of the City of Rawlins' approval and the prior approval of the Architectural Control Committee:

a. Automotive filling station (no major auto repairs permitted), car washing facilities
b. Bus passenger station
c. Public utility transmission lines not serving the City of Rawlins
d. Hotels, Motels
e. Funeral Parlor
f. Residential Development according to an approved development plan
g. Any use, building or structure proposed in any area classified as a scenic corridor pursuant to Section 29-200 and 29-230 in the City of Rawlins Zoning Ordinance, or the statutory successor to such Sections.

Section 9. Parking. Parking and Assessments (See Article VI Section 5 below) shall be allocated on the basis of each lot owner's proportionate share of interest in Lot 9 (the common area). Initially, the respective lots shall have the following deeded area and proportionate share in Lot 9.

Lot	Deeded Area Acres	Percentage of Interest in Lot 9
1	.104	8.93
2	.100	8.58
3	.085	7.30
4	.105	9.02
5	.109	9.36
6	.361	30.98
7	.187	16.05
8	.114	9.78

The Ben Nevis Center will have approximately 160 parking spaces. Such spaces shall be allocated on the basis of percentages of each lot owner's percentage of interest in the Lot 9.

Accordingly, the partial parking allocation of the 160 spaces shall be as follows:

Lot	No. of Parking Spaces
1	14
2	14
3	13
4	14
5	15
6	49
7	25
8	16

Any owner of a lot may convey a portion of his parking entitlement to such lot to another owner of lots in the Ben Nevis Center by conveying a portion of his undivided interest in Lot 9, by warranty deed, subject to the following restrictions.

1. The conveyance must be first approved in writing by the City Zoning Officer and the Architectural Control Committee.

2. The transferor shall pay the cost of the Architectural Control Committee's cost of preparation, including attorney fees, of an amended declaration to Ben Nevis Center setting forth the restated percentage of interest, (Section 4, Article IV and Section 5, Article VI), of parking and assessment allocations. Each owner agrees to execute such amended declarations upon the transferor owner's compliance with the foregoing.

3. A written certification of approval from the Architectural Control Committee, which shall not be delivered until the two preceding steps have been satisfactorily completed by the transferor owner, must be recorded and accompany the warranty deed transfering the interest in Lot 9 to the other lot owner.

4. A transfer of ownership by one owner to another owner pursuant to this section shall also operate to effect a relocation of percentages for purposes of assessments pursuant to Section 5 of Article V. No owner may transfer any interest in Lot 9 to another person or entity unless that person or entity is also an owner of another lot in the Ben Nevis Center.

Section 10. Rules and Regulations. The Association shall have the right to establish from time to time and change, alter and amend and to enforce against any User such reasonable rules and regulations, as may be deemed necessary or advisable for the proper and efficient operation and maintenance of the Common Area, provided however, in making such rules the owners of each of the lots to the extent possible, shall be allocated Common Area adjacent to their respective buildings in an amount proportionate to ratio established pursuant to the percentages set forth in Section 5 of Article VI. All rules and regulations promulgated by the Association hereunder shall be recorded in the real property records of Carbon County or delivered to each User against whom such rules and regulations are to be enforced at least ten days prior to the enforcement thereof; no such rules or regulations shall be inconsistent with this Declaration.

Section 11. Parking Control. The Association shall at all times during the terms of this Declaration have the sole and exclusive control of the automobile parking areas, the parking spaces thereon, driveways, entrances and exits and the sidewalks and pedestrian passageways landscaping areas and other portions of the Common Area, and may at any time and from time to time during the term hereof exclude and restrain any person from use or occupancy thereof, excepting, however, bona fide customers, patrons owners, service suppliers and employees of any Users who

make use of said areas in accordance with the rules and regulations established by the Association from time to time with respect thereto. The rights of any User in and to the Common Areas shall at all times be subject to the rights of the Association and other Owners and Users. It shall be the duty of each User to keep all of the Common Area free and clear of any obstructions created or permitted by such Users or resulting from such Users' operations and to permit the use of any of said areas only for normal parking and ingress and egress by customers, employees, suppliers and other proper persons to and from the User's parcel and the buildings thereon.

Section 12. Parking Regulation. The Association shall have the right to regulate parking by any User including the right to designate restricted parking areas, special spaces for employee parking and similar matters. The Association shall at all times have the right to designate the particular parking area to be used by any or all of such employees and any such designation may be changed from time to time with reasonable notice. Each User shall be given a certain number of parking places for employees within the Common Area pursuant to the percentages set forth in Section 5 of Article VI. Each User and its employees shall park their cars and other vehicles only in those portions of the parking area, if any, designated for that purpose by Association if requested to do so. Each User shall furnish to the Association its and its employees' license numbers within fifteen (15) days after taking possession of its parcel and shall thereafter notify Association of any changes within five (5) days after any such change occurs. Each User hereby acknowledges that Association may, upon a violation hereof or of any rule or regulation pursuant hereto, tow away from the Project Land any car of cars belonging to such User or its employees and/or to attach violation stickers or notices to such cars. Each User waives any right to object to such procedures, and shall pay for any towing.

ARTICLE V
ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. There shall be an Architectural Control Committee composed of Jay Grabow and Connie Grabow and Clark R. Hull.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, following five years after the date these covenants are recorded, the then record owners of a majority of votes in the Association shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee, or restore to it, any of its powers and duties.

Section 2. Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required so long as the construction is in substantial compliance with these covenants, and the related covenants shall be deemed to have been fully complied with if substantially complied with.

Section 3. Architectural Control. No building shall be erected, placed or altered on any lot until the construction

plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. Approval shall be as provided in Section 2 hereof. The Architectural Control Committee, its successors and assigns shall not be liable to anyone submitting transferx of interest in Lot 9 for approval for any matter arising out of or in connection with the approval or disapproval or failure to approve such plans, proposed special use, or proposed transfer of any interest in Lot 9.

Section 4. Such committee also shall be empowered to contract for services benefiting the Common Area.

Section 5. Such committee shall also be responsible for supervising the appropriate and continuing maintenance of all buildings, fences, other structures and landscaping located on the Private Areas. If the Committee determines that an owner is not maintaining his or its building and/or grounds in a satisfactory manner, the Committee shall give such Owners written notice of such defects and allow such owner 45 days from the date of mailing of such notice to cure the specified deficiencies. If the deficiencies complained of are not satisfactorily corrected within said 45 day period, then the Committee shall be entitled to contract to have the necessary work done and the defaulting owner shall be obligated to pay to the Association within 30 days of billing an amount equal to 125% of the amount paid for such services. If such lien is not paid within the aforesaid thirty day period, the Committee may file a lien for the amount and foreclose in the same manner as provided in Article VI below. Such owner specifically grants to the Association the right to its designated agent or its designated contractor to enter upon such owners Private Area during normal business hours to correct any specified deficiencies pursuant to this Section.

ARTICLE VI
COVENANT FOR ASSESSMENTS

Section 1. The Declarants hereb, covenant and each Owner of any Project Land by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) Periodic assessments, (which may be made monthly quarterly, or annually as may be determined by the Association,) or charges and (2) Special assessments for special improvements, such assessments to be established and collected as hereinafter provided.

Section 2. The periodic and special assessments, together with interest, costs and reasonable attorney's fees for the collection of such assessments, 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. The personal obligation for delinquent assessments shall pass to his successors in title. At such time as the assessment shall be delinquent for 30 days or longer, but not before 30 days have passed from the date of delinquency as stated in the notice of assessment, the continuing lien upon the property shall be evidenced by statement of lien executed by the President and Vice-president of the Association after recording of the assessment levied by the Association.

Section 3. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare

of the Owners of Project Land and their invitees and licensees, for the improvement and maintenance of the Common Area and for all administrative and operational expenses incurred by the Association including the Architectural Control Committee, in carrying out its purposes under Ben Nevis Center Covenants.

Section 4. In addition to the periodic assessments authorized above, the Association may levy, in any assessment period, a special assessment applicable to that period only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon Lot 9 or otherwise benefiting all of the Project Land, including fixtures and personal property related thereto, provided that any such assessment shall have the approval of at least a majority of Owners of lots in the Association entitled to vote at least 66 2/3% of the Association votes.

Section 5. The Association shall fix the amount of each Owner's assessment at least thirty (30) days in advance of the due date of such assessment. Written notice of the assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association. 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 each Owner have been paid. The assessments shall be made in the following percentages, which assessments shall be based on each lots proportionate share of ownership in Lot 9.

Lot	Deeded Area Acres	Percentage of Interest in Lot 9
1	.104	8.93
2	.100	8.58
3	.085	7.30
4	.105	9.02
5	.109	9.36
6	.361	30.98
7	.187	16.05
8	.114	9.78

The assessments ratio may be altered pursuant to any owner's transfer of an interest in such owner's undivided percentage of interest in Lot 9 of Article IV. Such assessment allocation shall be deemed legally effective until recording of the warranty deed transferring such interest and the written authorization of approval by the Architectural Control Committee and the filing of an Amended Declaration evidencing the assessment reallocation.

Section 6. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18 per cent per annum. The Association may bring legal proceedings against the owner personally obligated to pay the same, or foreclose the lien against the Project Land subject to such assessment, or do both. The Association shall be entitled to any other recourse in law or equity for the enforcement of the obligation evidenced by such assessment, including equitable and injunctive relief. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of Private or Common Areas or abandonment of the Project Land owned by such owner.

Section 7. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any of the Project Land shall not affect the assessment lien. However, the sale or transfer of any of the Project Land pursuant to mortgage or deed of trust foreclosure of any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments

which became due prior to such sale or transfer. No sale or transfer shall relieve such Project Land from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII
MISCELLANEOUS OPERATING PROVISIONS

Section 1. Easement for Common Area Utilities. Declarant reserves to itself and grants to each owner the perpetual non-exclusive right and easement, without charge except as otherwise provided herein in a written agreement supplemental herein, to relocate utilities located in the Common Area provided, however, that the sole cost and repair of the affected area be the responsibility of the owner making such change and that such relocation shall not interfere with or materially increase any other owner's utility service or unreasonably interfere with the conduct or operation of such owner's business on the project land.

Declarant further reserves to itself and grants to each owner the perpetual non-exclusive easement right, without charge except as otherwise provided herein in a written agreement supplemental herein to common area, and the right to utilize such parking facilities as may be provided in such common area.

Section 2. Maintenance and Other Services. The Association shall perform such maintenance and other services with respect to the Common Area as is reasonably necessary and appropriate for the maintenance of the quality and standards of the Project Land and the continued use of the Common Area, subject to the terms and conditions hereof and specifically including but not limited to the performance, maintenance, repairs, replacements, resurfacing, painting, restriping, cleaning, sweeping, janitorial services and snow removal; maintenance, replacement and repair of sidewalks, curbs and signs, plantings and landscaping; all other maintenance, rebuilding, modifications, improvements and replacements of Common Area Improvements and Common Area Utilities and if necessary, maintenance of private areas, provision of lighting and other utilities; directional signs and other markers and bumpers; maintenance, replacements and repair of any fire protection systems, lighting systems, storm and drainage systems and any other utility system; and provision of personnel to implement such services.

The Association, if requested to do so by a majority of Owners shall also maintain such liability and property damage insurance and perform such other administrative and managerial tasks as are reasonably related to the Common Area.

Section 3. Common Area Costs. Common Area costs are all costs related to the Common Area including, without limitation, costs and payment for all maintenance and other services to be performed in accordance with Section 2 above. Common Area costs include the cost of replacing, modifying and improving Common Area Improvements and Common Area Utilities but not the initial capital costs of such Common Area Improvements and Common Area Utilities which are the responsibility of the Declarant. Common Area Costs may further specifically include, without limitation, all costs of reasonable rental on operating machinery and equipment relating to the maintenance of the Common Area, insurance premiums related to the Common Area; and an allowance to Association for Association supervision of said Common Area and administration of the maintenance thereof in an amount equal to 15 per cent of the total of all other expenses related thereto including all of the Common Area Costs enumerated above.

Section 4. Controlling Authority. If a particular issue is not addressed in these covenants, then the Code of Ordinances

of the City of Rawlins shall control.

ARTICLE VIII
AMENDMENT OR REPEAL

Section 1. The Ben Nevis Center Covenants or any part thereof, as from time to time in effect with respect to all or any part of the Project Land, and any limitations, restrictions, covenants and conditions thereof, may be amended or repealed upon the happening of the following events:

A. The written consent of the Owners existing at that time entitled to vote at least 66 2/3% of the Association votes approving the proposed amendment or amendments to these protective covenants; and the consent of all of the mortgagees of Lots 1-8 inclusive.

B. The recordation of a certificate of any officer of the Association setting forth in full the amendment or amendments so approved, including any portion or portions thereof repealed, and certifying that said amendment or amendments have been approved by not less than the Owners existing at that time entitled to vote at least 66 2/3% of the Association votes.

C. The written consent of the governing body of the City of Rawlins to the specific amendment or amendments approved by the Owners entitled to vote as herein provided.

ARTICLE IX
ENFORCEMENT AND NON-WAIVER

Section 1. The Association, the Declarant, or any Owner shall have the right to enforce by any proceeding at law or in equity, any and all limitations, restrictions, covenants, conditions and obligations now or hereafter imposed by the Ben Nevis Center Covenants, any guidelines established from time to time by the Architectural Control Committee, and such other rules and regulations as may be promulgated by the Association.

Section 2. Each remedy provided for in the Ben Nevis Center Covenants is cumulative and not exclusive.

Section 3. The failure to enforce the provisions of any limitation, restriction, covenant, condition or obligation of the Ben Nevis Center Covenants shall not constitute a waiver of any right to enforce any such provision or any other provision of the Ben Nevis Center Covenants.

ARTICLE X
DURATION OF DECLARATION

This Declaration shall continue and remain in full force and effect (subject, however, to the right to amend and repeal as provided for herein) until January 1, 2005, A.D.; provided, however, unless within one year prior to January 1, 2005, A.D., there shall be recorded an Owners Consent directing the termination of this Declaration signed by the Owners of votes in the Association entitled to vote at least 66 2/3% of the Association votes, this Declaration shall be continued automatically without further notice for an additional period of ten years.

ARTICLE XI
SEVERABILITY

Section 1. The limitations, restrictions, covenants, and conditions of these Ben Nevis Center Covenants shall be deemed independent and severable, and the invalidity or partial invalidity of any provision of any portion thereof, of any such

limitations, restrictions, covenants or conditions shall not affect the validity of enforceability of any other provision.

Section 2. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter, as the context requires.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands this 23rd day of April, 1982.

ENERGY HOUSING, INC.

By: Jay C. Grabow
Jay C. Grabow, President

ATTEST:
Connie P. Grabow, Secretary

F. A. Rummel, Jr.

Marilyn L. Rummel

STATE OF WYOMING)
)ss.
COUNTY OF CARBON)

The foregoing instrument was subscribed and sworn to before me this 23rd day of April, 1982, by Jay Grabow as President of Energy Housing, Inc. and Connie Grabow as Secretary of Energy Housing, Inc.

Witness my hand and seal.

My Commission Expires: Oct. 22, 1983

Notary Public

Address: 107 W. Buffalo
Rawlins, Wyo.

STATE OF WYOMING)
)ss.
COUNTY OF CARBON)

The foregoing instrument was subscribed and sworn to before me this 23rd day of April, 1982, by F. A. Rummel, Jr. and Marilyn L. Rummel.

Witness my hand and seal.

My Commission Expires: Oct. 22, 1983

Notary Public

Address: 107 W. Buffalo
Rawlins, Wyo.

RECORDED April 26, 1982 AT 1:00 O'CLOCK P. M.
IN BOOK 749 PAGE 340 RAWLINS, WYO.
696001 MARY A. BRADFORD, COUNTY CLERK