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PROJECT 1349
DATE 5/25/88
SURVEYOR M. FELL
DRAWN BY M. FELL

INTERMOUNTAIN
PROFESSIONAL SERVICES
INC.
250 W 25th St
Bozeman, Montana 59717
307-532-2828

PROJECT FINAL PLAT - THE ATRIUM AT THE ATRIUM HILLS AT

Sheet 1 of 1

SURVEYOR'S CERTIFICATE
I, Mark J. Fells, a Licensed Surveyor in the State of Montana, do hereby certify that the above described plat was prepared by me or under my direct supervision and that I am a duly Licensed Surveyor in the State of Montana. I am a duly Licensed Surveyor in the State of Montana. I am a duly Licensed Surveyor in the State of Montana. I am a duly Licensed Surveyor in the State of Montana.

DEDICATION
I, Mark J. Fells, a Licensed Surveyor in the State of Montana, do hereby dedicate to the public use of the State of Montana the above described land for the purpose of a public highway. I am a duly Licensed Surveyor in the State of Montana. I am a duly Licensed Surveyor in the State of Montana. I am a duly Licensed Surveyor in the State of Montana.

ACKNOWLEDGEMENT
I, Mark J. Fells, a Licensed Surveyor in the State of Montana, do hereby acknowledge the above described plat. I am a duly Licensed Surveyor in the State of Montana. I am a duly Licensed Surveyor in the State of Montana. I am a duly Licensed Surveyor in the State of Montana.

APPROVALS
I, Mark J. Fells, a Licensed Surveyor in the State of Montana, do hereby approve the above described plat. I am a duly Licensed Surveyor in the State of Montana. I am a duly Licensed Surveyor in the State of Montana. I am a duly Licensed Surveyor in the State of Montana.

A FINAL PLAT OF
THE ATRIUM AT WESTERN HILLS
LOT 4, BLOCK 37, WESTERN HILLS,
ELEVATED FILING, EAST 1/2,
LARAMIE COUNTY, WYOMING
SEC. 16, T. 14 N., R. 07 W., 6th P.M.

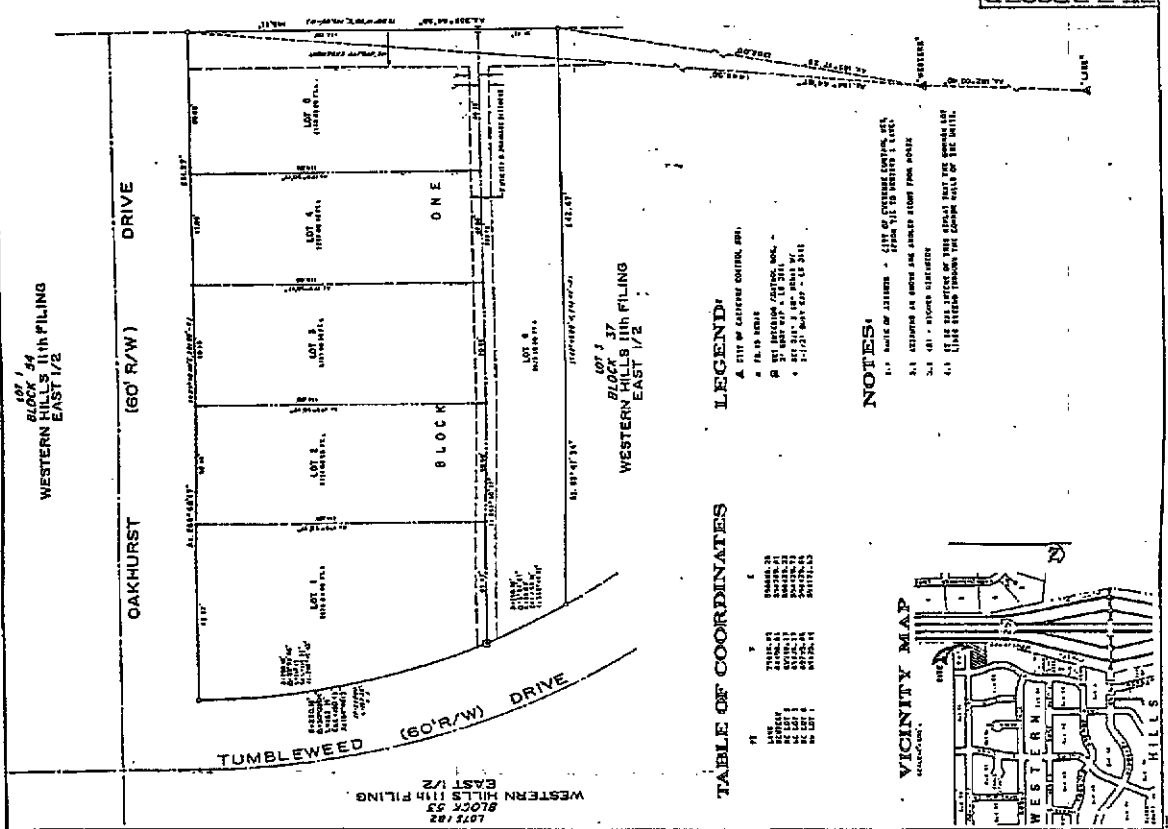
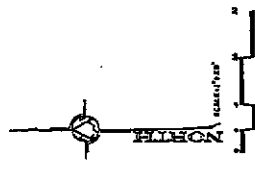


TABLE OF COORDINATES

PT	BEARING	DISTANCE	E	N
1	S 89° 47' 17" W	142.67	131.12	48.85
2	S 89° 47' 17" W	142.67	131.12	48.85
3	S 89° 47' 17" W	142.67	131.12	48.85
4	S 89° 47' 17" W	142.67	131.12	48.85
5	S 89° 47' 17" W	142.67	131.12	48.85
6	S 89° 47' 17" W	142.67	131.12	48.85
7	S 89° 47' 17" W	142.67	131.12	48.85
8	S 89° 47' 17" W	142.67	131.12	48.85
9	S 89° 47' 17" W	142.67	131.12	48.85
10	S 89° 47' 17" W	142.67	131.12	48.85

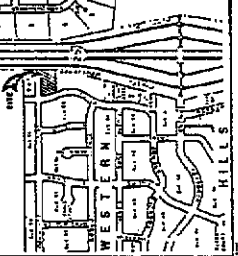
LEGEND:

- 1. CITY OF WESTERN HILLS
- 2. CITY OF WESTERN HILLS
- 3. CITY OF WESTERN HILLS
- 4. CITY OF WESTERN HILLS
- 5. CITY OF WESTERN HILLS
- 6. CITY OF WESTERN HILLS
- 7. CITY OF WESTERN HILLS
- 8. CITY OF WESTERN HILLS
- 9. CITY OF WESTERN HILLS
- 10. CITY OF WESTERN HILLS

NOTES:

- 1. THIS PLAT IS SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES SHOWN ON RECORD.
- 2. THIS PLAT IS SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES SHOWN ON RECORD.
- 3. THIS PLAT IS SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES SHOWN ON RECORD.
- 4. THIS PLAT IS SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES SHOWN ON RECORD.
- 5. THIS PLAT IS SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES SHOWN ON RECORD.
- 6. THIS PLAT IS SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES SHOWN ON RECORD.
- 7. THIS PLAT IS SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES SHOWN ON RECORD.
- 8. THIS PLAT IS SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES SHOWN ON RECORD.
- 9. THIS PLAT IS SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES SHOWN ON RECORD.
- 10. THIS PLAT IS SUBJECT TO ALL EASEMENTS AND ENCUMBRANCES SHOWN ON RECORD.

VICINITY MAP



COPY OF RECORD

047794

RECEIVED
LARAMIE COUNTY
CHEYENNE, WY.

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

'88 AUG 17 AM 8 51

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by
FEKANY ENTERPRISES, INC., hereinafter referred to as
"Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the
City of Cheyenne, County of Laramie, State of Wyoming, more
particularly described and attached herto as Appendix "A".

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. "Association" shall mean and refer to Atrium at
Western Hills Townhomes Homeowners' Association, a non-profit
corporation, its successors and assigns, the By-Laws of which
shall govern the administration of this property.

Section 2. "Owner" shall mean and refer to the record
owner, whether one or more persons or entities, of a fee simple
title to any Lot which is a part of the Properties, including
contract sellers, but excluding those having such interest
merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property, if any, owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

NONE

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of any Common Area.

Section 6. "Declarant" shall mean and refer to Fekany Enterprise, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development and shall also refer to others with an interest in the lands who have joined as co-declarants.

ARTICLE II

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to any Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of any Common Area to any public agency, authority, or utility for such purposes and subject

to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by seventy-five percent (75%) or each class of members agreeing to such dedication or transfer has been recorded;

(d) Easements and rights of access for utility lines as shown on the plat of Atrium at the Western Hills Townhomes.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 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 assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

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

(1) Class A. Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(2) Class B. Class B member(s) shall be the Declarant, Fekany Enterprises, Inc., and any successors or assigns holding any one or more Lots for purposes of resale, and shall be entitled to three (3) votes for each Lot

owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

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

(b) On January 1, 1991.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

A. Provisions applicable to residential units.

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) Annual assessments or charges, and

(2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and 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 not pass to his successors in title unless expressly assumed by them.

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 Properties and for the improvement and maintenance of any Common Area, and of the residential units situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment shall be Twenty-five Dollars (\$25.00) per Lot, per month.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than nine percent (9%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above nine percent (9%) by a vote of two-third (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above in Section 3 of this Article, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any capital improvement upon any Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the

required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) 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 and may be collected on a monthly basis.

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 the conveyance of each lot by Declarant to the 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 thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his 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. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or 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 Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. The Association may quote a monthly charge for owners of units to afford snow removal within the external perimeter of the individual lots. The Owners may elect not later than March 15 of each year having been given the quoted rate, to subscribe to the service which shall cover the term of April 15 of that year through April 15 of the following year, which amount shall be \$50.00 per year payable on or before September 1 of the year which the services are to be furnished.

Section 11. The Directors of the Association may, but shall not be obligated to determine and provide other maintenance services at a quoted basis, which basis may be subject to change from time to time at the sole discretion of the Directors of the Association.

ARTICLE V

FIRST LIEN HOLDER'S RIGHTS

A. 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. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or 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 Lot from liability for any assessments thereafter becoming due or from the lien thereof.

B. A holder or insurer of a first mortgage, upon written request to the association, (such request to state the name and address of such holder or insurer), will be entitled to timely written notice of:

1. Any proposed amendment of the Association instruments effecting a change in (1) the boundaries of any unit, (2) the undivided interest in the common elements appertaining to any unit or the liability for common expenses appertaining thereto, (3) the number of votes in the owners association appertaining to any unit or the common elements are restricted;

2. Any proposed termination of the Homeowners Association regime;

3. Any condemnation, or eminent domain proceeding affecting the total unit or any portion thereof;

4. Any significant damage or destruction to the common elements; and

5. Any default under the declaration or by-laws which gives rise to a cause of action against the owner of a unit subject to the mortgage of such holder or insurer, where the default has not been cured in 60 days;

6. Any loss to or taking of the common elements of the project if such loss or taking exceeds ten thousand dollars (\$10,00.00) or damage to a unit covered by requesting owner or insurer wherein the damage exceeds one thousand dollars (\$1,000.00).

ARTICLE VI

BUILDING AND USE, ARCHITECTURAL CONTROL COMMITTEE

Section 1. Land Use and Building Type. No Lot which is the subject of these covenants shall be subdivided, used for more than a single family residence with ancillary structures and facilities, or subjected to any commercial use without the specific approval of the architectural control committee and the concurrent affirmative recorded vote of three-fourths (3/4) of the owners entitled to vote therefore as defined by this declaration.

Section 2. 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 the quality of workmanship and materials, harmony of design with existing structures, and as to location with respect to topography and finish grade elevation.

Section 3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any Lot at a cost of less than \$75,000, based upon cost levels prevailing at the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than

that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum dwelling size. The ground floor area of the main structure, as situate on each parcel as developed hereunder for townhouse residential construction purposes, shall be not less than 750 square feet.

Section 4. Building Location. It is intended that a townhouse style of construction shall be utilized pursuant to these covenants. No building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 10 feet to any side street line. No dwelling shall be located on an interior Lot nearer than 15 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be construed as part of the building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

Section 5. Nuisance. No obnoxious, offensive, or commercial activity shall be carried on upon any Lot within the townhouse complex.

Section 6. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except for a lumber shed, shop, office building, and one-trailer house during construction period.

Section 7. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 8. Fences. Yard fences may extend only from the rear of any Lot to the front or side setback line, and there shall be no front yard fencing, walls or hedges.

Section 9. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes.

Section 10. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste, shall not be kept excepty in sanitary containers. All incinerators or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage or trash container may be placed in a yard nearer to the street than the minimum front building setback line, except on the day designated by the City of Cheyenne, for garbage collection. However, underground covered garbage containers may be placed ahead of the minimum building setback line.

Section 11. Signs. No signs of any kind shall be displayed to the public view of any Lot, except one sign of not more than two square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period.

Section 12. Architectural Control Committee. The Architectural Control Committee shall be the officers of the Association elected by the membership from time to time in accord with the Articles of Incorporation and the By-laws of the Association. Initially, until the first annual election, those persons shall be Fekany Enterprises, Inc., Mary Ann Tensley and Kevin Tensley. A majority of the Committee shall be authorized to act as a quorum thereof.

ARTICLE VII

GENERAL PROVISIONS

A. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

C. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than seventy-five (75%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty-five percent (65%) of the Lot Owners. Any amendment must be recorded.

D. Prior Approval Required. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, or amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 10th day of AUGUST, 1988.

Declarant,

BY: Mrs. Jackson

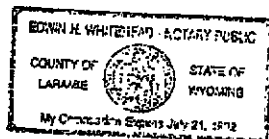
STATE OF WYOMING)
COUNTY OF LARAMIE) ss.

The foregoing instrument was acknowledged before me by TERESA FERNANDEZ of CHANDLER, WYOMING Declarant, this 10th day of August, 1988.

Witness my hand and official seal.

Edwin H. Whitehead
Notary Public

My Commission Expires:



-11-

BOOK 1263

1988

APPENDIX "A"

All of Lots 1-5, Block 1, The Atrium at Western Hills,
an addition to the City of Cheyenne, Laramie County,
Wyoming.

January 16, 2006

ATRIUM AT WESTERN HILLS HOMEOWNERS' ASSOCIATION

At its last meeting, the Board agreed to propose an amendment to the Association Covenants to include a landscaping clause to preclude radical landscape alteration/changes in the future. The proposed wording follows:

"Landscaping. In the event that any property owner proposes to make landscaping alterations, substitutions, or additions that would materially or substantially change the appearance of the subject property, he or she shall be required to submit the proposed alterations, substitutions or additions to the architectural control committee for its review. If the committee determines by a majority vote of its members that the proposed alterations, substitutions, or additions would substantially reduce the uniform appearance of association properties, adversely impact the aesthetic appeal of association properties, or otherwise adversely impact property values, it shall deny the proposed alterations, substitutions or additions. The committee shall provide property owners with its decision in writing no later than forty-five (45) days after submittal of the proposed plan of alteration, substitution or addition. If the committee fails to act within that time, the proposal shall be deemed accepted"

YOUR SIGNATURE BELOW INDICATES YOUR APPROVAL

James A. Foreman	<u>James A. Foreman</u>	Date	<u>1-31-06</u>	
Beatrice Link	<u>Beatrice Link</u>	Date		
Darwin Pace	<u>Darwin Pace</u>	Date	<u>1-30-06</u>	✓
Susie Pace	<u>Susie Pace</u>	Date	<u>1-30-06</u>	✓
Rod Rusk	<u>Rod Rusk</u>	Date	<u>2/5/06</u>	
Wanda Rusk	<u>Wanda Rusk</u>	Date	<u>2/5/06</u>	
Richard Schafer	<u>Richard Schafer</u>	Date	<u>1/31/06</u>	
Diane Schafer	<u>Diane M. Schafer</u>	Date	<u>1/31/06</u>	
Mike Sullivan	<u>Mike Sullivan</u>	Date	<u>1/31/06</u>	
Sheila Sullivan	<u>Sheila Sullivan</u>	Date	<u>1/31/06</u>	
Doreen Walker	<u>Doreen Walker</u>	Date	<u>1/31/06</u>	
Charles Wing	<u>Charles Wing</u>	Date	<u>1/31/06</u>	

Page 2

JoDell Wing JoDell Wing Date 1-31-06
 Jim Zachman Jim Zachman Date 1-31-06
 Elsie Zachman Elsie Zachman Date 1-31-06
 Dot Woodworth Dot Woodworth Date 1-31-06

ATRIUM AT WESTERN HILLS TOWNHOMES HOMEOWNERS' ASSOCIATION

APPENDIX "A"

All of Lots 1-5, Block 1, The Atrium at Western Hills, an addition to the City of Cheyenne, Laramie County, Wyoming.

RECORDED IN BOOK 1263 PAGE 1978

State of Wyoming

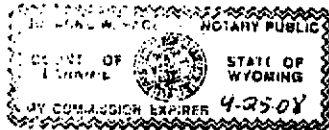
ss

County of Laramie

The foregoing instrument was acknowledged before me by James A Foreman, ~~Red Rusk~~, ~~Wanda Rusk~~, Richard Schafer, Diane Schafer, Mike Sullivan, Sheila Sullivan, Doreen Walker, Charles Wing, JoDell Wing, Jim Zachman, Elsie Zachman, Dot Woodworth, this 31st day of January 2006.

Witness my hand and official seal.

Suzanne Latrice
 Notary Public
 My commission expires: 4-25-2008



Page 3

State of Wyoming

ss

County of Laramie

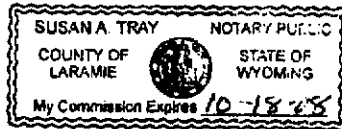
The foregoing instrument was acknowledged before me by Darwin Pace and Susie Pace this 30th day of January 2006.

Witness my hand and official seal.

Susan A. Tray

Notary Public

My commission expires: 10-18-08



State of Wyoming

ss

County of Laramie

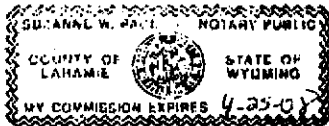
The foregoing instrument was acknowledged before me by Rod Rusk and Wanda Rusk this 5th day of February 2006.

Witness my hand and official seal.

Suzanne Hance

Notary Public

My commission expires: 4-25-2008



RECORDED 2/06/2006 AT 11:40 AM REC# 439241 *# 1931 PG# 109
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 3 OF 3

WITNESS:

Sheila Sullivan
SHEILA SULLIVAN