DECLARATION OF RESTRICTIONS, CONDITIONS AND PROTECTIVE COVENANTS FOR MILLER PARK SUBDIVISION

WHEREAS, the undersigned are owners of Miller Park Subdivision, a subdivision located in Park County, Wyoming; specifically described on the attached Exhibit "A" which is incorporated herein by this reference.

WHEREAS, the undersigned owners of lots in Miller Park Subdivision wish to establish restrictions, conditions and protective covenants for said subdivision;

NOW THEREFORE, the restrictions, conditions and protective covenants for Miller Park Subdivision are hereby established in their entirety to read as follows:

ARTICLE I
USE OF THE PROPERTY

A. All lots contained in the above described property shall be used exclusively for the purpose of a single family residence.

B. Retail or commercial use, of any description, shall be prohibited. No building, rental unit or structure intended for business purposes and no apartment house, duplex, lodging house, rooming house, bed and breakfast, hospital sanatorium, or any multiple family dwelling shall be erected, placed, permitted or maintained on any of the property herein above described or any part thereof. No manufacturing, commercial business or other enterprise, whether or not conducted for profit, shall be operated, maintained or conducted on any lot within Miller Park Subdivision or in any structure erected or placed thereon. Owners may maintain home offices for professional, personal services or artistic endeavors, provided it is conducted entirely within a dwelling and carried on by inhabitants living there; such use shall be clearly secondary and incidental to the use of the dwelling for residential purposes.

C. There shall not be erected, on any part of Miller Park Subdivision, any building in which shall be carried on any offensive, noxious or detrimental activities. Nor shall any portion of Miller Park Subdivision be used for any purpose that, as a matter of common experience, tends to create a nuisance.

D. The commercial raising or feeding of animals shall be prohibited within Miller Park

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Subdivision; provided however, animals may be raised or fed for personal use as pets as hereinafter provided.

E. No lot within Miller Park Subdivision may be further divided for any purpose.

ARTICLE II
STRUCTURES PERMITTED

A. No mobile, manufactured, modular homes or buildings shall be permitted even on a temporary basis.

B. Construction of residences may be frame or log and the exterior of all structures shall be either stone, wood, manufactured wood products, brick, or any other similar system of comparable quality. No metal or vinyl siding of any nature shall be permitted for either residences or outbuildings, except for soffit and fascia. Painting or staining shall bear or reflect earth tone colors consistent with the blending with the natural environment. All out building exterior siding and roofing must meet the siding and roofing requirements herein stated.

C. Approved residences using either manufactured wood products or DRY VIT must wainscot the front of the residence and garage face at least 4 feet with either brick, stone or similar materials.

D. Residence roof pitch must be a minimum of an 8 inch rise for each 12 inch run. Outbuilding roof pitch must be a minimum or a 6 in rise for each 12 inch run. Architectural quality metal roofs will be permitted on log homes only, but they must be of muted earth tone color.

E. Residences erected upon the property shall have a minimum size of One Thousand Eight Hundred (1,800) square feet of ground floor living area, exclusive of porches, patios, basements or garages.

F. No building shall be erected or structurally altered to exceed Two (2) stories, above ground level, exclusive of any basement.

G. Each residence shall have a minimum of a Three (3) car garage attached to the residence.

H. No building shall be placed on Lot 5 within One Hundred Twenty (120) feet of Patriot Drive. No building on all other lots shall be placed within One Hundred Fifty (150) feet from Patriot Drive. All buildings on each lot shall be setback at least Twenty (20) feet from an interior lot line or an existing utility or drainage easement.

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I. All dwelling and other buildings to be erected on the property herein above described, shall be new construction of good quality workmanship, materials, and built on site.

J. No buildings or structures, including but not limited to, storage and tool sheds, shall be moved onto any lot.

K. All construction and alterations shall be pursued with reasonable diligence and shall be completed within one year from the date of commencement, which shall be the date excavation is initiated or thirty days following the placement of construction equipment or materials upon the residential site, whichever shall first occur.

L. All approved exterior finishes of residences and garages must be completed before the residence is occupied.

M. Each Lot owner shall be responsible for any culverts, if needed, and for maintenance of their own driveway and approach in addition to their lot maintenance.

N. Any propane tank installed on a lot must be buried beneath ground level.

ARTICLE III
PETS AND LIVESTOCK

A. Residents shall be entitled to keep and maintain domestic dogs and cats on their property in reasonable numbers. ALL PETS MUST BE CONFINED TO THEIR LOT AND SHALL NOT BE ALLOWED TO RUN FREE. ALL PETS KEPT SHALL BE CONTROLLED AND MAINTAINED SO AS NOT TO BECOME OFFENSIVE OR A NUISANCE TO THEIR NEIGHBORS.

B. Residents shall be permitted to keep and maintain horses, mules, or llamas for domestic purposes on their lots. Owners shall be permitted a total of 4 such animals per lot.

C. The owners and occupants shall be permitted to keep and maintain suitable barns or stables for any such animals kept for domestic purposes. All such structures shall be built and maintained under the requirements of Article II.

D. Animals for 4H type projects such as calves or lambs, may be kept for the season of the project. The animals for such projects shall not be included in the total number of animals permitted on the lot. Under no circumstances will swine, goats, pigeons, turkeys, chickens or other fowl be permitted.

E. No livestock permitted herein shall be kept on a lot unless its owner is also in

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residence within the subdivision.

ARTICLE IV
FENCING

A. All perimeter or corral fencing shall be either buck and rail, post and pole, barbless, wire, molded PVC panel or continuous panel. Barbed wire fencing shall be allowed along the exterior subdivision boundary only. Allowable interior fencing is as follows:

1. Chain-link or sheep fencing will be permitted for dog kennels.
2. Cedar board fencing will be permitted for interior fencing, dog kennels or patio areas.
3. Electric fencing is allowable on the inside of permanent fencing or as pasture division within the confines of permanent fencing.

B. Livestock fencing shall be completed before any owner shall allow livestock to graze on their lot.

C. All corrals and related facilities shall be placed along side or behind the residential area.

D. All proposed fencing shall be approved by the architectural review committee prior to installation.

ARTICLE V
UTILITIES AND SERVICES

A. No public or communal domestic sewer is provided to any lot. Nor is there any proposed public maintenance of Patriot Drive.

B. Upon the purchase of any lot, each purchaser shall execute a contract with the Northwest Rural Water District.

C. No residence shall be occupied on any lot within the above described property until there is installed for the use of such residence, a sanitary sewage disposal system which is in compliance with state and county standards consisting of approved septic tank and disposal field, with related facilities or substitute comparable facilities approved by state and/or county authorities. Under no circumstances shall there be constructed or maintained on any lot an outside privy or toilet.

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The undersigned shall not be held responsible or liable for any injury or damages to the persons or property of any lot owner, his or her family or friends, invitees, heirs or assigns, arising out of the construction, use or maintenance of any such sewage disposal system.

D. Installation of water, sewer or utility lines, including power and telephone lines for the respective lots shall be at the expense of the lot owner. All newly installed utility lines, propane tanks, cables and pipes shall be installed underground. All claims for damages, if any, rising out of the construction, maintenance or repair of utilities, or on account of temporary or other inconvenience caused thereby, against the undersigned are waived by all owners.

E. No mercury vapor lights shall be permitted on any lot. Any light used to illuminate signs, parking areas or for other purposes shall be arranged so as not to be offensive or a nuisance to other lot owners.

F. All lots within the above described lands are subject to rights-of-way and easements for the repair, replacement, installation and maintenance of all existing roads, water lines, pipelines, irrigation ditches, drainage ditches, power lines, telephone lines and any other utilities, including all such easements and rights-of-way shown on said plat. Irrigation ditches and raw water or irrigation pipelines are deemed to be utilities as to those utility easement and rights-of-way reflected on the plat and may be utilized for such ditches and pipelines.

G. The establishment of all existing and/or any future irrigation rights-of-way and easements over and across any lot, road, ditch or utility easement which may become necessary, are hereby reserved unto the Miller Park Subdivision Homeowners Association, except that 20 foot irrigation access and maintenance easement along the south 20 feet of Lots 10 through 16.

H. All easements and rights-of-way herein set forth and described and established in the plat shall be private easements and rights-of-way for the sole and exclusive use of the owners of the various lots described in the plat and their respective families, invitees, agents, employees, heirs, successors and assigns.

ARTICLE VI
EASEMENTS

A. All easements are to remain unobstructed to the intended use of that easement. However, each lot owner shall perform normal maintenance over any easement which crosses their lot to preserve the attractive appearance of that area, except that Lakeview Irrigation shall maintain

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the 20 foot access and maintenance easement along the south 20 feet of Lots 10 through 16.

B. All lot owners are responsible for maintaining the access into their property from Patriot Drive.

ARTICLE VII
ARCHITECTURAL REVIEW

A. For the purpose of preserving the natural beauty and enhancing the property values and to insure the development of the lands within Miller Park Subdivision as an area of high standards, the undersigned reserves onto the Architectural Review Committee hereinafter provided, the power to control the design of buildings, structures and all other improvements or alterations thereto, placed on each lot.

B. The Architectural Review Committee shall be composed of Jeffrey P. Kruger and Jerry L. Thiel, all of Cody, Wyoming. In the event any of the initial members of the committee are unable to serve for any reason, Jeffrey P. Kruger or Claudia J. Kruger may appoint an alternate. When all lots have been sold by the undersigned, the members of the Homeowners Association shall elect, pursuant to its By-Laws, a three (3) member Architectural Review Committee, each position to be held by a lot owner for a 2 year term. Each member of the Architectural Review Committee shall serve in the same manner, and be replaced if necessary in the same manner, as an officer of, and member of the Miller Park Subdivision Homeowners Association.

C. Neither the undersigned or any future member of the Architectural Review Committee, nor any agent thereof shall be responsible in any way for the defects of any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done in accordance to such plans and specifications.

D. There shall be submitted to the Architectural Review Committee a complete set of plans and specifications of any and all improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, placed or maintained upon any lot unless and until the final plans, elevations and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, fence or other structure proposed to be constructed, altered, or maintained, together with the proposed color scheme for roofs and exteriors.

E. The Architectural Review Committee shall have the right to disapprove any plans,

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specifications or details submitted to it as aforesaid in the event such plans, specifications and details are not in accordance with all of the provisions of this declaration, if the design or color schemes of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures, if the plans and specifications or details, or any part thereof, are contrary to the interest, welfare or rights of all or any part of the real property subject hereto, or the owners thereof, all in sole discretion of the Architectural Review Committee. The decision of the Architectural Review Committee shall be final.

F. Members of the Architectural Review Committee shall not be liable for acts or omissions done in their official capacity in good faith.

ARTICLE VIII
VEHICLES AND EQUIPMENT

A. No commercial vehicles, construction or like equipment, commercial trailers of any kind, trucks, buses, tractors, other items of the same or similar nature to those named herein shall be allowed or permitted to remain on any portion of any lot within the above described property for a period greater than seventy two (72) hours unless said vehicle, equipment or trailer shall be enclosed in a garage, carport, barn or similar structure which is in full compliance with all of the provisions of the foregoing covenants, or unless in active use for construction purposes

B. A total of three (3) operable horse trailers, campers, recreational vehicles, boats, snowmobiles, two, three or four wheel motor vehicles or all-terrain vehicles may be parked on any lot so long as they are currently licensed and registered, and so long as they are parked either along side or behind a permanent structure on the lot. Snowmobiles and other wheeled motor vehicle that are collectively sitting on a trailer shall be considered as only one vehicle.

C. No inoperable vehicle, equipment or trailer shall be placed on any lot unless said vehicle, equipment or trailer shall be enclosed in a garage, barn or similar structure which is in full compliance with all of the provisions of the foregoing covenants.

D. Nor shall any vehicle of any nature be parked along Miller Park Subdivision roads for longer than forty-eight (48) hours, unless in active use for construction purposes.

ARTICLE IX
OFFENSIVE ACTIVITIES

A. Each lot shall be kept in a clean and sightly condition at all times. No trash, litter,

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junk, boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon any lot if they are visible from any neighboring lot or road, except as necessary during a period of construction.

B. No obnoxious or offensive activities shall be carried on upon any lot, nor shall anything be done, placed or stored thereon which may be or become an annoyance or nuisance to the neighborhood. Any noise or odor which will, or might, disturb the peace, quiet, comfort or serenity of the occupants of nearby lots will not be allowed.

C. All manure from livestock must be taken care of so as not to create any unsightly or sanitary problems.

ARTICLE X
IRRIGATION

A. All lots have valid water rights within Lakeview Irrigation District.

B. All irrigation within the subdivision shall be by sprinklers and no flood irrigation shall be permitted.

C. If necessary, the Homeowner's Association Water Master shall determine a rotation of water usage within the subdivision boundary.

D. The owners of each lot shall, as a condition of ownership, be members of the Miller Park Subdivision Homeowners Association. The owners of the respective lot or lots shall, as a member, be subject to the By-laws, rules, regulations and assessments of such association. Any assessment by the Association shall be in addition to assessments which may be levied against individual lots by Lakeview Irrigation District.

F. Any and all assessments made by Lakeview Irrigation District shall be the individual responsibility of each lot owner and full timely payment thereof shall be a prerequisite to the delivery of water by the Association to each lot.

G. Miller Park Subdivision Homeowners Association shall be empowered to promulgate rules and regulations pertaining to the operation of the Association, timely drainage and maintenance of the irrigation systems, including buried pipelines, and the scheduling of irrigation times on a rotation basis on which lot owners may utilize their sprinkler systems, during the irrigation season. Any conflict or controversy between various owners or occupants of lots within Miller Park Subdivision concerning the utilization and maintenance of the aforementioned irrigation systems

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shall be decided by the water master elected by the Association. The water master's decision may be appealed to the membership holding water rights within the Association upon proper notice. The lot owners shall abide by the decision of the water master unless and until reversed by said membership.

ARTICLE XI
MISCELLANEOUS

A. GARBAGE. No lot or any portion thereof, shall be used or maintained as a dumping ground for rubbish or trash or garbage and all other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be the responsibility of the owner. It is the responsibility of the owner or occupant to remove any and all rubbish, trash or garbage at reasonable times so it shall not become offensive to the neighbors. There will be no outdoor burning of trash allowed.

B. SIGNAGE. No signs of any kind or character shall be displayed on any lot except signs not exceeding six (6) square feet advertising the premises for sale. No sign shall be illuminated or electrified.

C. FIREARMS. Except in an emergency situation, when necessary for the protection of one's property or life, the discharge of firearms within the boundaries of any lot within the above described property is prohibited.

D. SEWAGE DISPOSAL. Septic Tanks with drain fields or ecologically superior methods shall be used for sewage disposal. All sewage systems must be in accordance with all applicable County, State and Federal regulations.

E. WEED CONTROL. Each owner or occupant of a lot shall regularly mow or otherwise destroy weeds which may grow upon such lot before weeds become unsightly. No owner or occupant shall allow or permit any noxious weeds to grow or ripen upon any lot.

ARTICLE XII
RELEASE OF LIABILITY

A. By virtue of purchasing any lot, either by deed or contract for deed, each buyer, their heirs and assigns, hereby accept the condition of their property "as is" and release and forever hold harmless the undersigned from any liability, including but not limited to, liability for further construction of any road, utility lines, or fencing.

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ARTICLE XIII
ENFORCEMENT PROVISIONS

A. BINDING EFFECT OF THIS DECLARATION. Each purchaser and grantee of each of the lots contained in the above described property which are subject to the above covenants, reservations and restrictions, by acceptance of a Deed conveying title thereto do accept such title upon and subject to each of all of the provisions, restrictions, conditions, easements, covenants, agreements, liens, charges, associations and similar limitations herein contained and by such acceptance shall for themselves, their heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the undersigned owners and to and with the grantees and subsequent owners of each of said lots within the above described property to keep, observe and comply with and perform said provisions, restrictions, conditions, easements, covenants, association, agreements, liens and charges.

B. CAPTIONS. The captions of the various paragraphs herein are for convenience only and are not a part of these covenants, restrictions and conditions and do not in any way limit or amplify the terms and provisions hereof.

C. TERM. All the provisions, conditions, covenants, restrictions, easements, agreements, reservations, liens and charges set forth herein shall continue and remain in full force and effect at all times against all of said lots and the owners and occupants thereof, subject to the right of change or modification provided hereinabove and shall remain in effect for a period of twenty-five (25) years from and after the date hereof and shall remain in full force and effect thereafter for successive ten (10) year periods unless, by a written duly recorded agreement executed by the then owners of seventeen (17) of the twenty -three (23) lots within the above described property, the terms and provisions are changed, modified, annulled, abrogated, in whole or in part.

D. AMENDMENTS OR MODIFICATIONS. Any and all of the provisions of this Declaration of Restrictions, Conditions and Covenants may be annulled, amended or modified by the filing in the office of the County Clerk, Park County, Wyoming, an instrument setting forth such annulment, amendment or modification executed by the then owner or owners of record of lots within the above described seventeen (17) of the twenty -three (23) lots within the above described property.

E. THE MILLER PARK SUBDIVISION HOMEOWNERS ASSOCIATION.

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The owners of each lot within Miller Park Subdivision shall automatically be entitled to a membership in the Miller Park Subdivision Homeowner Association. Members shall be governed by the By-laws, rules, regulations and assessment of the Association. From time to time, the Association may assess the members for the purpose of road or irrigation system maintenance. The Association shall have and retain a lien against the property of each owner who shall fail to pay such owner assessment at the time and in the manner prescribed by the Association. Such lien may be foreclosed in the same manner as a mechanic's lien under the laws of the State of Wyoming.

F. INVALIDATION. In the event any one or more of these covenants herein contained is rendered invalid or unenforceable/enforceable by judgment or decree of any court of competent jurisdiction, the other covenants herein contained shall, none-the-less, remain in full force and effect for and during the full term hereof.

G. ENFORCEMENT/ATTORNEY FEES AND COSTS. The Homeowner's Association or any lot owner may enforce compliance with the provisions hereof by commencing an action for injunction for remedial measures, damages or foreclosure or for all such remedies or any other legal or equitable remedies authorized under the laws of the State of Wyoming against any owner or occupant of any lot who violates any of the covenants herein contained or any rules, regulations, By-laws or assessments of the Homeowner's Association herein. The owner of any lot who violates or breaches any covenant herein or the rules, regulations, By-laws or assessments of the Homeowner's Association herein established shall pay all costs including reasonable attorney's fees, incurred by any person or persons, or Association who shall, commence the legal proceeding to enforce any of the provisions hereof or any of the rules, regulations, assessments or By-laws of any Homeowner's Association herein named.

IN WITNESS WHEREOF, the parties have executed this Declaration of Restrictions, Conditions and Protective Covenants this 19th day of August, 2003.

Jeffrey P. Kruger

JEFFREY P. KRUGER

Claudia J. Kruger

CLAUDIA J. KRUGER by Jeffrey P. Kruger
her Power of Attorney, by J. P. Kruger
her attorney in fact.

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STATE OF WYOMING)
) ss.
COUNTY OF PARK)

The above and foregoing instrument was acknowledged before me this 19th day of August, 2003, by Jeffrey P. Kruger and Claudia J. Kruger, by Jeffrey P. Kruger, her Power of Attorney.

WITNESS my hand and official seal.

Patricia A. Umphlett
Notary Public

My Commission Expires: 7-8-2005

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BY-LAWS

OF THE

MILLER PARK HOMEOWNERS ASSOCIATION

These By-Laws are adopted by the undersigned as owners of all of the lots within Miller Park Subdivision (hereinafter "Subdivision"), and dedicated with the intent to bind all future lot owners and provide a frame-work upon which owners may pursue the purposes set forth. These By-Laws are adopted by the undersigned owners of Miller Park Subdivision.

ARTICLE I
PURPOSE

The purposes for which the Association is organized are:

1. Maintenance of the Miller Park raw water system and maintenance of Patriot Drive; and

2. To distribute and dispose of irrigation water under the terms and conditions of the Lakeview Irrigation District; and

3. Enforcement of the Declaration of Restrictions, Conditions and Protective Covenants dedicated to the subdivision; and

4. In general to do everything necessary, proper or advisable for the accomplishment of the purposes set forth herein.

ARTICLE II
MEMBERSHIP

1. Membership Eligibility. Each lot within the subdivision shall represent one membership even if a lot is owned by more than one person or even if one person owns more than one lot. Such membership shall hereinafter be referred to simply as a "member". It shall be the collective responsibility of multiple owners of any one lot to notify the Manager of their designated representative and that person's mailing address. In the event no such designation is made, the Manager shall use the first name which appears on the Park County tax rolls and the corresponding mailing address.

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2. Voting Authority. Every present and future record owner(s) of each lot shall have the collective authority as a member to cast one vote per lot. In the event the record owner(s) shall agree to sell their lot(s) under contract for deed, voting authority shall automatically transfer to the purchaser upon the recording of a memorandum of that agreement with the Park County Clerk and Recorder.

3. Assignment. A record owner(s) may assign their membership to the tenant occupying their residential unit in the Subdivision. Such assignment to be effective must be filed with the Manager of the Association.

ARTICLE III
MEETING OF MEMBERS

1. Annual Meeting. An annual meeting of the members of the Association shall be held on the second Thursday in February each year beginning with the year 2005 at the hour of 7:00 p.m. for the purpose of electing officers and the transaction of such other business as may come before the meeting. If the day fixed shall be a legal holiday, such meeting shall be held on the succeeding day not a legal holiday.

2. Special Meetings. In addition to the annual meetings, special meetings of the members may be held at such time as shall be determined by a majority vote of the officers of the Association or upon a petition signed by not less than eight members having voting rights. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of three-fourths (3/4) of the members present, either in person or by proxy.

3. Place of Meetings. Meetings of the Association shall be held at such suitable place convenient to the members as may be designated by the Manager.

4. Notice of Meetings. It shall be the duty of the Manager to mail a notice of each annual, regular or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member entitled to vote, at least five but not more than 30 days prior to such meeting. If mailed, such notice shall be deemed to have been delivered when deposited in the United States Mail addressed to the member at their address as it appears on the records of the Association with postage thereon prepaid.

5. Waiver of Notice. A written waiver of notice signed by a member, whether before or after a meeting, shall be equivalent to the giving of such notice. Attendance of a member at a

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meeting shall constitute a waiver of notice of such meeting, except when the member attends for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

6. Quorum. Thirteen (13) members represented either in person or by proxy shall constitute a quorum for the transaction of business.

7. Voting. Each member shall be entitled to one vote on each matter submitted to a vote of the members. In the event of a tie vote, the Manager's vote shall break the tie. All issues voted upon shall be considered passed with a favorable vote of a majority of those present (in person or in proxy) and eligible to vote, unless otherwise stated herein.

8. Proxies. At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member naming another member to vote his or her interest on their behalf. Each proxy shall be revokable at the pleasure of the member executing it. No proxy shall be valid after 60 days from the date of its execution, unless otherwise provided in the proxy.

9. Manner of Acting. A majority of the votes present or represented by proxy at the meeting at which a quorum is present shall be necessary for the adoption of any matter unless a greater proportion is required by these By-Laws.

10. Record of Meetings. At every meeting of the Association records shall be kept as to which lots were represented and who was present to represent those lots.

ARTICLE IV
OFFICERS

1. Designation. The officers of the Association shall be a Manager, a Treasurer, a Secretary and a Water Master, all of whom shall be elected by and from the members of the Association. One member may hold more than one office and may serve both as Manager and Water Master and another member may serve both as Secretary and Treasurer. However, in no event may one member serve concurrently as Treasurer and Manager.

2. Election and Term of Office. The Officers of the Association shall be elected annually by the members at their annual meeting. If the election of Officers is not held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until their successor shall have been duly elected and shall have qualified, or until death, or until they shall resign or shall have been removed in the manner hereinafter provided.

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3. Removal of Officers. Upon an affirmative vote of a majority of the members present, any officer may be removed, either with or without cause, and his or her successor elected at any meeting of the membership called, at least in part, for that purpose.

4. Vacancies. Vacancies in offices, however occasioned, may be filled at any time by election by the members for the unexpired terms of such offices.

5. Manager. The Manager shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association. He or she shall have all of the general powers and duties necessary to carry out the purposes of the Association. He or she shall have the power to appoint committees from among the members from time to time as he or she may at his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association. He or she shall have the authority to accept service of process on behalf of the Association.

6. Treasurer. The Treasurer shall have the responsibility for Association funds and shall be responsible for keeping a full and accurate account of all receipts and disbursements in books belonging to the Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be designated by vote of the members. The Treasurer shall take the place of the Manager and perform his or her duties whenever the Manager shall be absent or unable to act. The signature of both the Manager and Treasurer shall be required to withdraw funds from the Association accounts and in no event shall an expenditure in excess of $100.00 be made without the prior consent of the members.

7. Secretary. The Secretary shall keep and maintain the records of the Association, prepare and deliver all notices required, keep minutes of the meetings of the Association and carry out all such other similar duties usually associated with this office.

8. Water Master. The Water Master shall be responsible for the maintenance of the irrigation system, including cleaning of the raw water bubbler system and drainage of the system in the fall.

ARTICLE V
BOOKS, RECORDS AND REPORTS

1. Report to Members. The Association shall send an annual report to the members of the Association not later than two weeks prior to the annual meeting of the Association. Such report shall include a balance sheet as of the close of the fiscal year of the Association and a revenue and

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disbursement statement for the year ending on such closing date. Such financial statements shall be prepared from and in accordance with the books of the Association.

2. Inspection of Records. Any person who is a member of the Association shall have the right, for any proper purpose and at any reasonable time, on written demand stating the purpose thereof, to examine and make copies from the relevant books and records of accounts, minutes, and records of the Association. Upon the written request of any member, the Association shall mail to such member a copy of the most recent balance sheet and revenue and disbursement statement. If such request is received by the Association before such financial statements are available for its last fiscal year, the Association shall mail such financial statements as soon as they become available. In any event, the financial statements must be mailed within four months after the close of the last fiscal year. Additionally, balance sheets and revenues and disbursement statements shall be kept for at least five years, and shall be subject to inspection during business hours by any member, in person or by agent.

ARTICLE VI
FISCAL YEAR

The Fiscal year of the Association shall be based upon a calendar year.

ARTICLE VII
DUES AND ASSESSMENTS

1. Annual Dues. Beginning in 2005, the annual dues of the Association shall Be One Hundred Seventy Five Dollars ($175.00) for each lot in Subdivision. The annual dues may be changed from time to time by the membership at any annual or special meeting called for such purpose. Developers, Jeffrey P. Kruger and Claudia J. Kruger, shall not be assessed any dues until after December 31, 2007.

2. Payment of Annual Dues. The annual dues shall be paid in advance for the calendar year on or before the 31st day of March. Beginning March 31, 2004, all dues paid will be non-refundable, but may be prorated or assigned in the event of transfer of lot ownership. Dues may be prorated on a monthly basis commencing with the month in which a person becomes eligible for membership.

3. Special Assessments. Special assessments may be levied on members of the Association only by a vote of the majority of all members of the Association. The Secretary shall

PARK COUNTY, CODY, WY
KAREN CARTER, COUNTY CLERK
REC $29.00
08/19/2003
08:02:00AM
#2003-7754
5 OF 8

mail notice of each dues assessment to every member of record on or about March 1st each year. Any such special assessments will be in addition to any assessments levied against any lot by the Lakeview Irrigation District (LVID). LVID billing are independently made through the Park County Treasurer's office and received by each lot owner with their property tax billing.

4. Default in Payment of Monthly Dues or Assessments.

(a) When any member(s) shall be in default in the payment of annual dues or assessments for a period of 30 days from the date on which such dues or assessment become payable, he or she shall, for the purpose of voting, is not considered a member in good standing. He or she shall have no rights of any kind arising out of a membership in the Association.

(b) In addition to the foregoing, if any member shall fail to pay his or her monthly dues or assessments as the same become due, after 20 days' written notice of such delinquency given by the Association to such member, the amount of the unpaid dues and assessments shall become a lien on such member's lot or residential unit in the Subdivision in favor of the Association, and the Association shall have the right to record a notice of claim of lien, and proceed thereon in accordance with the provisions of Wyoming law for the foreclosure and enforcement of liens; or, in the event the Association shall choose not to record a lien, it shall have the right to commence an action against such member for the collection of the unpaid dues and assessments in the County or District Court in accordance with the provisions of Wyoming law. The Association shall also have the authority to settle or compromise such legal actions as the members shall direct.

(c) In any event, if any action is taken under this Article by the Association against a member, then notice of such action shall be given by the Association to all persons known to the Officers to have any interest in the subject lot and any additional person(s) who have a vested interest of record recorded in the books and records of the Park County Clerk and Recorder.

ARTICLE VIII
USE OF FUNDS

Dues (and income therefrom) of the Association shall be used only for purposes expressed in Article I. Officers of the Association shall not be paid by the Association for their services, but the annual dues of an officer of the Association may be waived during such time as he or she serves as an officer by an affirmative vote of the members pursuant to Article III.

PARK COUNTY, CODY, WY REC $29.00 08/19/2003 #2003-7754
KAREN CARTER, COUNTY CLERK 08:02:00AM 6 OF 8

ARTICLE IX
RULES AND REGULATIONS

The membership shall adopt such rules and regulations as may be necessary or appropriate for the accomplishment of the purposes of the Association. Such rules and regulations shall become effective when approved by a majority vote of the members of the Association, and when so approved shall become a part of these By-Laws.

ARTICLE X
INDEMNIFICATION

The Association shall indemnify and hold harmless each Officer for all acts or omissions done in good faith.

ARTICLE XI
AMENDMENTS

These Articles may be amended or repealed, or new By-Laws may be made and adopted at any annual or special meeting of the members of the Association by a two-thirds vote of the members of the Association, provided that notice of intention to amend shall have been contained in the notice of the meeting. Copies of all amendments made shall be witnessed by the Secretary and Manager of the Association and duly recorded in the office of the Park County Clerk and Recorder.

Signed this 19th day of August, 2003, by Jeffrey P. Kruger and Claudia J.Kruger, husband and wife, as record owners of all lots in Miller Park Subdivision, Park County, Wyoming.

JEFFREY P. KRUGER

CLAUDIA J. KRUGER by Jeffrey P. Kruger
her Power of Attorney

PARK COUNTY, CODY, WY REC $29.00 08/19/2003 #2003-7754
KAREN CARTER, COUNTY CLERK 08:02:00AM 7 OF 8

STATE OF WYOMING)
) ss.
COUNTY OF PARK)

The above and foregoing instrument was acknowledged before me this 19th day of August, 2003, by Jeffrey P. Kruger and Claudia J. Kruger, by Jeffrey P. Kruger, her Power of Attorney.

WITNESS my hand and official seal.

Patricia A. Upchurch
Notary Public

My Commission Expires: 7-8-2005

PARK COUNTY, CODY, WY REC $29.00 08/19/2003 #2003-7754
KAREN CARTER, COUNTY CLERK 08:02:00AM 8 OF 8

ENVIRONMENTAL NOTICE

Miller Park Subdivision
Lots 1 through 23

Neighboring agriculture can cause odors, chemical usage, dust, flies and other factors that are consequences of accepted agricultural practices.

Historic agricultural uses are protected by the Wyoming Right to Farm and Ranch Act of 1991, W.S. § 11-44-101, et. seq.

In years of drought and extreme low water levels in Buffalo Bill Reservoir, this area may be subjected to blowing silt and dust from the lake bed.

Jeffrey P. Kruger

Claudia J. Kruger, by Jeffrey P. Kruger, her attorney in fact

STATE OF WYOMING)
) ss.
COUNTY OF PARK)

The above and foregoing instrument was signed and acknowledged before me on this 14th day of August, 2003, by Jeffrey P. Kruger and Claudia J. Kruger, by Jeffery P. Kruger, her attorney in fact.

Notary Public

My commission expires: 7/8/2005

PARK COUNTY, CODY, WY
KAREN CARTER, COUNTY CLERK

REC $8.00

08/19/2003
08:03:00AM

#2003-7755
1 OF 1

BY-LAWS OF THE MILLER PARK HOMEOWNERS ASSOCIATION
(Revised February 15, 2019)

These By-Laws are adopted by the undersigned as owners of more than two-thirds (2/3) of the lots within Miller Park Subdivision (hereinafter "Subdivision"), and dedicated with the intent to bind all future owners and provide a frame-work upon which owners may pursue the purposes set forth. These By-Laws are adopted by the undersigned owners of Miller Park Subdivision.

ARTICLE I.
PURPOSE

The purposes for which the Association is organized are:

1. Maintenance of the Miller Park raw water system; and
2. To distribute and dispose of irrigation water under the terms and conditions of the Lakeview Irrigation District; and
3. Enforcement of the Declaration of Restrictions, Conditions and Protective Covenants dedicated to the Subdivision; and
4. In general to do everything necessary, proper or advisable for the accomplishment of the purposes set forth herein.

ARTICLE II.
MEMBERSHIP

1. Membership Eligibility. Each lot within the Subdivision shall represent one membership even if a lot is owned by more than one person or even if one person owns more than one lot. Such membership shall hereinafter be referred to simply as a "member." It shall be the collective responsibility of multiple owners of any one lot to notify the Manager of their designated representative and that person's mailing address. In the event that no such designation is made, the Manager shall use the first name that appears on the Park County tax rolls and the corresponding mailing address.
2. Voting Authority. Every present and future record owner(s) of each lot shall have the collective authority as a member to cast one vote per lot. In the event the record owner(s) shall agree to sell their lot(s) under contract for deed, voting authority shall automatically transfer to the purchaser upon the recording of a memorandum of agreement with the Park County Clerk and Recorder.
3. Assignment. A record owner(s) may assign their membership to the tenant occupying their residential unit in the Subdivision. Such assignment to be effective must be filed with the Manager of the Association.

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2019-2476 Park County WY 5/21/2019 1:01 PM Fees: $30.00

ARTICLE III.

MEETING OF MEMBERS

1. Annual Meeting. An annual meeting of the members of the Association shall be held during the second full week in February each year at the hour of 7:00 p.m. on a date determined by the Association officers for the purpose of electing officers and the transaction of such other business as may come before the meeting.
2. Special Meetings. In addition to the annual meetings, special meetings of the members may be held at such time as shall be determined by a majority vote of the officers of the Association or upon a petition signed by not less than eight members having voting rights. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of three-fourths (3/4) of the members present, either in person or by proxy.
3. Place of Meetings. Meetings of the Association shall be held at such suitable place convenient to the members as may be designated by the Manager.
4. Notice of Meetings. It shall be the duty of the Manager to mail a notice of each annual, regular or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member entitled to vote, at least five but not more than 30 days prior to such meeting. If mailed, such notice shall be deemed to have been delivered when deposited in the United States Mail addressed to the member at their address as it appears on the records of the Association with postage thereon prepaid.
5. Waiver of Notice. A written waiver of notice signed by a member, whether before or after a meeting, shall be equivalent to the giving of such notice. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except when the member attends for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.
6. Quorum. Fifteen (15) members represented either in person or by proxy shall constitute a quorum for the transaction of business.
7. Voting. Each member shall be entitled to one vote on each matter submitted to a vote of the members with the exception of matters pertaining to private roads. With regard to private roads, only the affected lots shall vote. In the event of a tie vote, the Manager's vote shall break the tie. Separate votes will be held on water issues and regular business. All issues voted upon shall be considered passed with a favorable vote of a majority of those present (in person or by proxy) and eligible to vote, unless otherwise stated herein.

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8. Proxies. At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member naming another member to vote his or her interest on their behalf. Each proxy shall be revocable at the pleasure of the member executing it. No proxy shall be valid after 60 days from the date of its execution, unless otherwise provided in the proxy.
9. Manner of Acting. A majority of votes present or represented by proxy at the meeting at which a quorum is present shall be necessary for the adoption of any matter unless a greater proportion is required by these By-Laws.
10. Record of Meetings. At every meeting of the Association records shall be kept as to which lots were represented and who was present to represent those lots.

ARTICLE IV.
OFFICERS

1. Designation. The Officers of the Association shall be a Manager, a Treasurer, a Secretary and a Water Master, all of whom shall be elected by and from the members of the Association. One member may hold more than one office and may serve both as Manager and Water Master and another may serve as both Secretary and Treasurer. However, in no event may one member serve concurrently as Treasurer and Manager.
2. Election and Term of Office. The Officers of the Association shall be elected annually by the members at their annual meeting. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until their successor shall have been duly elected and shall have qualified, or until death, or until they shall resign or shall have been removed in the manner hereinafter provided.
3. Removal of Officers. Upon an affirmative vote of a majority of the members present, any officer may be removed, either with or without cause, and his or her successor elected at any meeting of the membership called, at least in part, for that purpose.
4. Vacancies. Vacancies in offices, however occasioned, may be filled at any time by election by the members for the unexpired terms of such offices.
5. Manager. The Manager shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association. He or she shall have all of the general powers and duties necessary to carry out the purposes of the Association. He or she shall have the power to appoint committees from among the members from time to time as he or she may at his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association. He or she shall have the authority to accept service of process on behalf of the Association.

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6. Treasurer. The Treasurer shall have the responsibility for Association funds and shall be responsible for keeping a full and accurate account of all receipts and disbursements in books belonging to the Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be designated by vote of the members. The Treasurer shall keep in the Association's checking account a minimum of one year's annual dues from all members, currently $6,670. Any additional cash assets maybe invested in any bank, licensed through the Federal Reserve, using interest bearing accounts, money market accounts or CD. Additionally, investments may be made in US Treasury financial instruments including US Treasury Bills, or US Treasury Notes purchased through a financial institution or directly through the US Treasury Department. Any investment should be of such duration as to provide safe and secure returns with high liquidity as to provide the Association with easy access to funds should the need arise. Investment duration shall not exceed 2 years in length. The Treasurer shall take the place of the Manager and perform his or her duties whenever the Manager shall be absent or unable to act. The signature of the Treasurer along with a corresponding receipt shall be required to withdraw funds from the Association accounts and in no event shall an expenditure in excess of $200 be made without prior consent of the members either through specific motion or budgeted amount.
7. Secretary. The Secretary shall keep and maintain the records of the Association, prepare and deliver all notices required, keep minutes of the meetings of the Association and carry out all such other similar duties usually associated with this office.
8. Water Master. The Water Master shall be responsible for the maintenance of the irrigation system, including cleaning of the raw water bubbler system and drainage of the system in the fall.

ARTICLE V.
BOOKS, RECORDS AND REPORTS

1. Report to Members. The Association shall send an annual report to the members of the Association not later than two weeks prior to the annual meeting of the Association. Such report shall include a balance sheet as of the close of the fiscal year of the Association and a revenue and disbursement statement for the year ending on such closing date. Such financial statements shall be prepared from and in accordance with the books of the Association.
2. Inspection of Records. Any person who is a member of the Association shall have the right, for any proper purpose and at any reasonable time, on written demand stating the purpose thereof, to examine and make copies from the relevant books and records of accounts, minutes, and records of the Association. Upon written request of any member, the Association shall mail to such

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member a copy of the most recent balance sheet and revenue and disbursement statement. If such request is received by the Association before such financial statements are available for its last fiscal year, the Association shall mail such financial statements as soon as they become available. In any event, the financial statements must be mailed within four months after the close of the last fiscal year. Additionally, balance sheets and revenue and disbursement statements shall be kept for at least five years, and shall be subject to inspection during business hours by any member, in person or by agent.

ARTICLE VI.
FISCAL YEAR

The fiscal year of the Association shall be based upon a calendar year.

ARTICLE VII.
DUES AND ASSESSMENTS

1. Annual Dues. Beginning in 2005, the annual dues of the Association shall be One Hundred Seventy Five Dollars ($175.00) for each lot in the Subdivision. The annual dues may be changed from time to time by the membership at any annual or special meeting called for such purpose. Developers Jeffrey P. Kruger and Claudia J. Kruger, shall not be assessed any dues until after December 31, 2007.
2. Payment of Annual Dues. The annual dues shall be paid in advance for the calendar year on or before the 31st day of March. Beginning March 31, 2004, all dues paid will be non-refundable, but may be pro-rated or assigned in the event of transfer of lot ownership. Dues may be prorated on a monthly basis commencing with the month in which a person becomes eligible for membership.
3. Special Assessments. Special assessments may be levied on members of the Association only by a vote of the majority of all members of the Association. The Secretary shall mail notice of each dues assessment to every member of record on or about March 1st each year. Any such special assessments will be in addition to any assessments levied against any lot by the Lakeview Irrigation District (LVID). LVID billing are independently made through the Park County Treasurer's office and received by each lot owner with their property tax billing.
4. Default in Payment of Monthly Dues or Assessments.
    a. When any member(s) shall be in default in the payment of annual dues or assessments for a period of 30 days from the date on which such dues or assessment become payable, he

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or she shall, for the purpose of voting, not be considered as a member in good standing. He or she shall have no rights of any kind arising out of a membership in the Association.

b. In addition to the forgoing, if any member shall fail to pay his or her monthly dues or assessments as the same become due, after 20 days' written notice of such delinquency given by the Association to such member, the amount of the unpaid dues assessments shall become a lien on such member's lot or residential unit in the Subdivision in favor of the Association, and the Association shall have the right to record a notice of claim of lien, and proceed thereon in accordance with the provisions of Wyoming law for the foreclosure and enforcement of liens; or, in the event the Association shall choose not to record a lien, it shall have the right to commence an action against such member for the collection of unpaid dues and assessments in the County or District Court in accordance with the provisions of Wyoming law. The Association shall also have the authority to settle or compromise such legal actions as the members shall direct.

c. In any event, if any action is taken under this Article by the Association against a member, then notice of such action shall be given by the Association to all persons known to the Officers to have any interest in the subject lot and any additional person(s) who have a vested interest of record recorded in the books and records of the Park County Clerk and Recorder.

ARTICLE VIII.
USE OF FUNDS

Dues (and income therefrom) of the Association shall be used only for purposes expressed in Article I. Officers of the Association shall not be paid by the Association for their services, but the annual dues of an officer of the Association may be waived during such time as he or she serves as an officer by an affirmative vote of the members pursuant to Article III.

ARTICLE IX.
RULES AND REGULATIONS

The membership shall adopt such rules and regulations as may be necessary or appropriate for the accomplishment of the purposes of the Association. Such rules and regulations shall become effective when approved by a majority vote of the members of the Association, and when so approved shall become a part of these By-Laws.

2019-2476 Park County WY 5/21/2019 1:01 PM Fees: $30.00

ARTICLE X.

INDEMNIFICATION

The Association shall indemnify and hold harmless each Officer for all acts or omissions done in good faith.

ARTICLE XI.

AMENDMENTS

These Articles may be amended or repealed, or new By-Laws may be made and adopted at any annual or special meeting of the members of the Association by a two-thirds vote of the members of the Association, provided that notice of intention to amend shall have been contained in the notice of the meeting. Copies of all amendments made shall be witnessed by the Secretary and Manager of the Association and duly recorded in the office of Park County Clerk and Recorder.

Signed this 21st day of May, 2019, by Robert Kukla Miller Park HOA Manager, and Nora McCormish, Miller Park HOA Secretary.

ROBERT KUKLA, Manager

NORA McCORMISH, Secretary

STATE OF WYOMING
COUNTY OF PARK

The above and foregoing instrument was acknowledged before me this 21 day of May, 2019, by Robert Kukla and Nora McCormish.

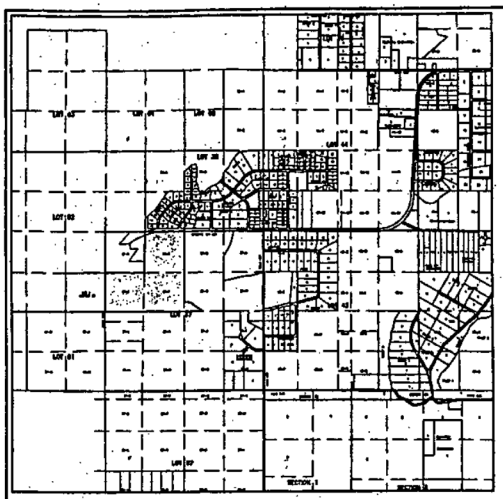
WITNESS my hand and official seal.

Notary Public

My Commission Expires: April 12, 2022

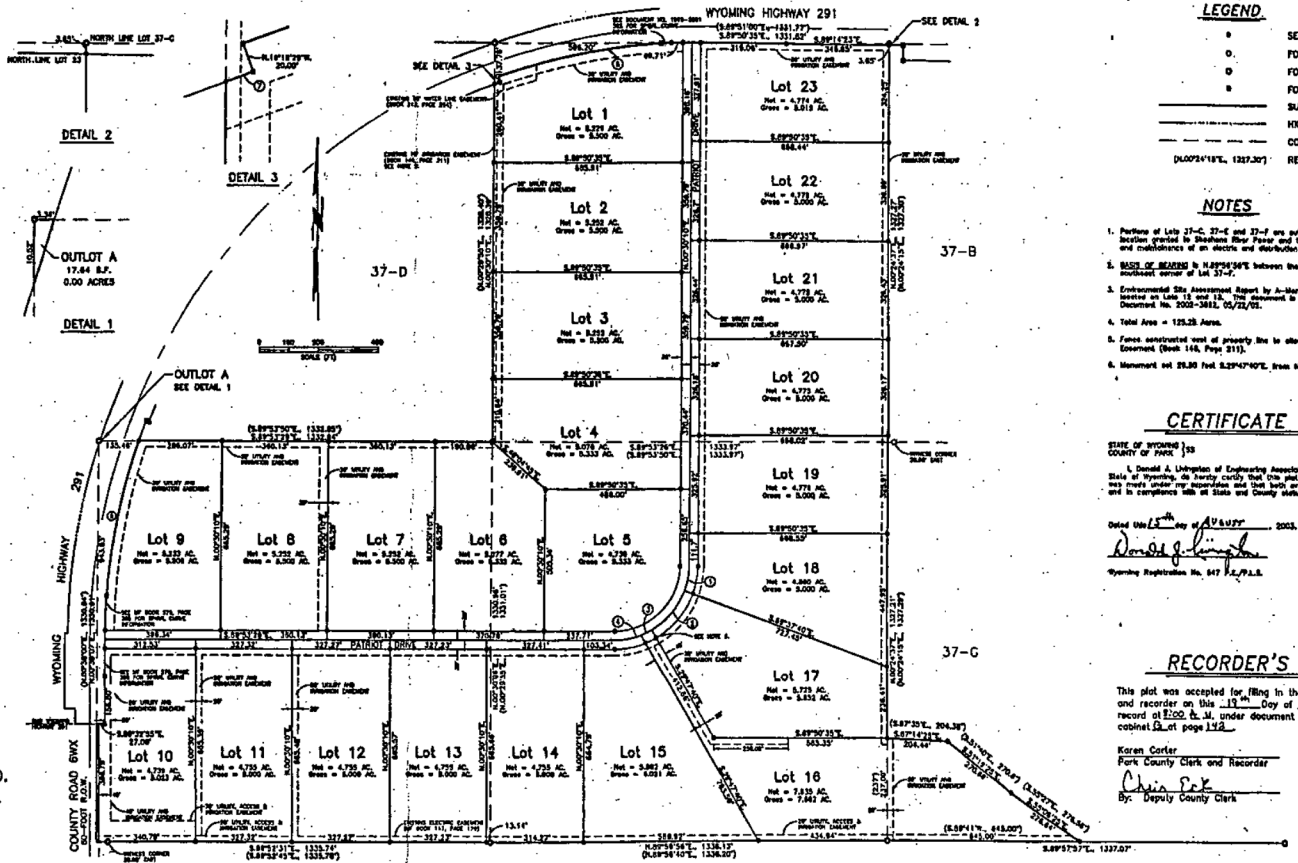
SHANA ESTES NOTARY PUBLIC
COUNTY OF PARK STATE OF WYOMING
MY COMMISSION EXPIRES APRIL 12, 2022

2019-2476 Park County WY 5/21/2019 1:01 PM Fees: $30.00



LOCATION MAP

SCALE: 1" = 2000'



CURVE	RADIUS	DELTA	LENGTH	TANGENT	CHORD	CHORD BEARING
C1	250.00'	19°52'10"	86.70'	43.79'	86.28'	S.10°28'18"W.
C2	250.00'	39°50'00"	173.81'	90.58'	170.33'	S.40°17'20"W.
C3	250.00'	9°13'25"	40.17'	20.13'	40.13'	S.64°46'33"W.
C4	250.00'	30°41'14"	99.98'	51.09'	98.81'	S.79°48'36"W.
C5	1893.44'	15°19'58"	533.48'	298.33'	531.87'	S.11°54'08"W.
C6	1893.44'	18°13'24"	861.44'	294.15'	963.56'	S.78°48'39"W.
C7	1873.44'	0°34'01"	18.53'	9.79'	18.52'	S.70°24'57"W.

NO PUBLIC OR CENTRAL SEWAGE DISPOSAL SYSTEM PROPOSED.
DOMESTIC WATER TO BE PROVIDED BY THE NORTHWEST RURAL WATER DISTRICT SYSTEM.
NO RIPARIAN RIGHTS.

LEGEND

- ● SET 2" DIA. ALUMINUM CAP MONUMENT
- ○ FOUND ALUMINUM CAP MONUMENT
- ⊡ FOUND BRASS CAP MONUMENT
- ⊡ FOUND HIGHWAY R.O.W MONUMENT
- ——— SUBDIVISION BOUNDARY
- ——— HIGHWAY BOUNDARY
- — — — — COUNTY ROAD R.O.W
- (N.00°24'18"E., 1327.30') RECORD DIMENSIONS SHOWN THUS

NOTES

1. Portions of Lots 37-C, 37-E and 37-F are subject to an easement of unspecified location granted to Shoshone River Power and transferred to PacifiCorp for operation and maintenance of an electric and distribution system by Document No. 1258-2700.
2. BASIS OF BEARING is N.89°04'56"E between the southwest corner of Lot 37-F and the southeast corner of Lot 37-F.
3. Environmental Site Assessment Report by A-Mortis & Associates was completed on well site located on Lots 15 and 16. That document is recorded in Park County Courthouse, Document No. 2002-3883, 05/22/02.
4. Total Area = 125.28 Acres.
5. Fence constructed west of property line to allow access to existing 10' Irrigation Easement (Book 146, Page 211).
6. Monument set 29.80 feet S.29°47'40"E. from Northwest Corner of Lot 17.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }ss
COUNTY OF PARK }

I, Donald A. Livingston of Engineering Associates, being a registered land surveyor in the State of Wyoming, do hereby certify that this plat and survey of MILLER PARK SUBDIVISION was made under my supervision and that both are accurate to the best of my knowledge and in compliance with all State and County statutory provisions and regulations.

Dated this 13th day of August, 2003.

Donald A. Livingston
Wyoming Registration No. 647 P.E./P.L.S.

RECORDER'S ACCEPTANCE

This plat was accepted for filing in the office of the Park County Clerk and recorded on this 13th Day of August, 2003, and filed for record at 2:00 o. m. under document number 2003-11754 in plat cabinet B at page 148

Karen Carter
Park County Clerk and Recorder

By: Deputy County Clerk

SUBDIVISION PLATTING CONDITIONS

1) RIGHT-OF-WAY. The right-of-way for ingress and egress for service and emergency vehicles is granted over, across, on, and through any and all private roads and drives now or hereinafter established.

2) EROSION CONTROL. All soils exposed by excavation or construction shall be revegetated by the end of the first full growing season following such construction including the construction of roads, driveways, and buildings to prevent soil erosion. All side slopes and banks shall be constructed to maintain a slope not steeper than 1:1 (one and one-half units of horizontal length to one unit of vertical length).

3) COUNTY, STATE AND OTHER REGULATIONS. To the extent that applicable county or other governmental regulations, rules, or laws are more restrictive than the paragraphs herein contained, such applicable regulations shall supersede and govern in all times.

4) ROADS AND SIGNAGE. All signage, both construction and final, shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). All roads shall be constructed in compliance with the Park County Subdivision Regulations and any design specifications included herein.

5) RESTRICTIONS RUN WITH THE LAND. The restrictions herein set forth are binding upon all owners and respective successors-in-interest and run with the land.

6) REVISION AND/OR AMENDMENT. The conditions, restrictions, stipulations, agreements, and covenants herein shall not be waived, abandoned, terminated, nor amended except by unanimous written consent of the property owners, and consent of the Board of County Commissioners.

7) ENFORCEMENT. In case of any violation of the provisions hereon, the Board of County Commissioners may, in addition to other remedies at law, including an action for damages, have such violations enjoined or, in the case of the erection or maintenance of any building, structure, or thing in violation of any of the provisions hereof, may have such building, structure, or thing removed by proper legal procedure. Inaction by the Board of County Commissioners to perfect and enforce their rights shall not be deemed a waiver of the right of enforcement of same, even though such inaction may be of long duration.

8) SALE OF LOTS OR SUBDIVISION IMPROVEMENTS AGREEMENT. No lots, parcels, or other units of land shall be conveyed until and unless: a) all roads, irrigation, and other required improvements have been completed and the Park County Board of Commissioners has authorized said conveyance by recorded letter of approval to convey land within the subdivision, or b) a performance bond, letter of credit, or other sufficient financial commitment to assure that all of the facilities proposed shall be in fact completed as proposed.

9) VACATION. This subdivision may be vacated or partially vacated pursuant to applicable State law or County rules and regulations.

10) FUTURE SUBDIVISION. No further subdivision of the subject lots, parcels, or other units of land which would increase the number of lots, parcels, or other units of land within this subdivision will be permitted.

11) FEE-PAYING MEMBERSHIP IN A PROPERTY OWNERS ASSOCIATION. Fee-paying membership in a property owners' or homeowners' association, district, or other common entity shall be required of all lot purchasers. Further, there shall be provisions in the documents setting up said association, district, other entity which shall ensure payment of fees in an amount which is adequate to accomplish the maintenance of common roads and facilities in a safe manner. Such association, district or other common entity shall be empowered, authorized, and required to perform such maintenance.

12) DRAINAGE. Runoff from the site after construction shall not exceed the level of runoff which occurred prior to construction. Any runoff in excess of pre-construction levels shall be detained on-site and infiltrated or evaporated.

13) DUST. Dust shall be mitigated during and after construction. In all cases, best management practices established by the Department of Environmental Quality shall be used to reduce or eliminate any impact to adjacent properties from dust.

14) SEVERABILITY. Invalidation of any of these restrictions or agreements by judgement or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

15) UTILITIES. Utilities shall have the right to install, maintain, and operate their equipment above and below ground and all other related facilities within the Public Utility Easements identified on this plat and as may be necessary or desirable in providing electric service within and without the lots identified hereon, including the right of access to such facilities and the right to prune or remove all obstructions including structures, trees and vegetation that may be placed within the PUE. The utility may require the lot owner to remove all structures within the PUE at the lot owner's expense, or the utility may remove such structures at the lot owner's expense. At no time may any permanent structures be placed within the PUE or any other obstruction which interferes with the use of the PUE without the prior written approval of the utilities with facilities in the PUE.

16) AGRICULTURE. This property is in an area of historic agricultural use. This use is preserved by the Wyoming Right to Farm and Ranch Act of 1981 (W.S. 11-44-101). Historic agricultural use may cause noises, odors, dust, fires, and other factors that are consequences of accepted agricultural practices.

CERTIFICATE OF DEDICATION

Know all persons by these presents: That Jeffrey P. Kruger and Claudia J. Kruger, being the owners of the land described as follows:

Township 52 North, Range 103 West, 6th P.M., Park County, Wyoming, according to the records of the County Clerk and Recorder of Park County, State of Wyoming.

PARCEL 1:
Lot 37-E and Lot 37-F in Lot 37, excepting the tract of land in said Lot 37-E conveyed to the Transportation Commission of Wyoming by Warranty Deed dated October 11, 1995, recorded in Book 378 on page 305 of the records of the Clerk and Recorder of Park County, Wyoming.

PARCEL 2:
Lot 37-E in Lot 37, excepting the tract of land in said Lot 37-C conveyed to the Transportation Commission of Wyoming by Warranty deed dated October 13, 1995, recorded as Document #1996-2061 of the records of the Clerk and Recorder of Park County, Wyoming.

PARCEL 3:
Beginning at the southwest corner of Lot 37-D, of Lot 37; thence N.00°24'37"E. along the west boundary of said Lot 37-D for a distance of 337.00 feet; thence S.87°11'23"E. for a distance of 204.44 feet; thence S.51°19'23"E. for a distance of 270.55 feet; S.53°08'23"E. for a distance of 278.84 feet to a point on the south boundary of Lot 37; thence N.89°57'37"E. along the south boundary of Lot 37-G for a distance of 645.00 feet to the POINT OF BEGINNING.

Located in Park County, Wyoming, under the name and style of MILLER PARK SUBDIVISION, containing 125.28 acres of land, and have laid out, platted and subdivided same as shown on this plat, and by these presents do hereby dedicate to the County of Park, State of Wyoming for the use by the public, the rights-of-ways and other public areas as shown hereon for use as such and hereby dedicate those portions of land labeled as utility and irrigation easements to the County of Park for use by utility and irrigation companies in the installation and maintenance of utility lines and facilities. It is understood that dedication of public rights-of-way for streets and roads does not necessarily result in acceptance of roads constructed thereon for maintenance by the County of Park.

In witness whereof, the said owners, Jeffrey P. Kruger and Claudia J. Kruger have caused their names hereon to be subscribed this 12th day of August, 2003.

Jeffrey P. Kruger
Claudia J. Kruger by Jeffrey P. Kruger Her Power of Attorney

STATE OF WYOMING }ss
COUNTY OF PARK }

The foregoing Owner's Certificate was acknowledged before me by Jeffrey P. Kruger and Claudia J. Kruger by Jeffrey P. Kruger, her power of attorney, this 12th day of August, 2003.

Witness my hand and official seal.

Glenda Brown CPA NOTARY PUBLIC
MY COMMISSION EXPIRES 4-10-04

AGREEMENT AND APPROVAL

In consideration of the Park County Board of County Commissioners' determination of this division of land as a "subdivision" and "subdivided land" as noted hereon:

We hereby waive all claims against Park County for damages or loss to our persons and/or property which may be caused by such determination, and we hereby agree to hold harmless, indemnify, and defend Park County in any action which may arise in connection with any and all errors, omissions or omissions in this land survey plat and/or other information which we have submitted in connection with this request.

We hereby further acknowledge and state under oath that we are the legal owners of the property described hereon.

We hereby further agree that this plat when recorded in the Office of the Park County Clerk and Recorder establishes vested property rights.

We hereby agree to abide by the conditions and stipulations contained herein.

In witness whereof, the said owners, Jeffrey P. Kruger and Claudia J. Kruger have caused their names hereon to be subscribed this 12th day of August, 2003.

Jeffrey P. Kruger
Claudia J. Kruger by Jeffrey P. Kruger Her Power of Attorney

STATE OF WYOMING }ss
COUNTY OF PARK }

The foregoing agreement was acknowledged before me by Jeffrey P. Kruger and Claudia J. Kruger by Jeffrey P. Kruger, her power of attorney, this 12th day of August, 2003.

Witness my hand and official seal.

Glenda Brown CPA NOTARY PUBLIC
MY COMMISSION EXPIRES 4-10-04

BOARD OF COUNTY COMMISSIONERS APPROVAL & SUBDIVISION PERMIT

This plat is hereby approved and the subdivision permit granted by the Board of County Commissioners of Park County, Wyoming this 12th day of August, 2003 A.D., in witness whereof, I have hereunto set my hand this 12th day of August, 2003.

Chairman, Park County Commissioners

ATTEST: Karen Carter
Park County Clerk

DATE: August 12, 2003

FINAL PLAT OF MILLER PARK SUBDIVISION

LOCATED IN

THE N½ OF SECTION 36, ORIGINAL SURVEY, NOW A PART OF LOT 37, RESURVEY, T.52N., R.103W., 6th P.M. PARK COUNTY, WYOMING

PREPARED FOR: JEFF KRUGER
37 MUSSER ROAD
CODY, WYOMING 82414

PREPARED BY: ENGINEERING ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
P.O. BOX 1900
CODY, WYOMING 82414

JOB NO. 02086 BOOK NO. 38
08/15/01