R130562

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF A PART EVANSTON ESTATES ADDITION

THIS DECLARATION, made on the date hereinafter set forth, by Jarose and Son Properties, LLC, a Wyoming limited liability company, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of all of the lots, outlots, and common areas in Evanston Estates Addition within the corporate limits of the City of Evanston, Uinta County, Wyoming, as said addition is laid out and described on the official plat thereof on file and of record in the office of the County Clerk and Ex-officio Register of Deeds in and for Uinta County, Wyoming.

WHEREAS, a Declaration of Covenants, Conditions and Restrictions of Evanston Estates Addition, Phase I, II, III, IV, and V was originally filed in the Office of the County Clerk, in and for the County of Uinta, State of Wyoming, on May 14, 1981, in Book 382 at Page 435.

WHEREAS, Declarant desires to amend said Declaration of Covenants, Conditions and Restrictions for a portion of said Evanston Estates Addition to the City of Evanston, Wyoming, said portion being described as follows:

All of the lots and common area within the property described within a part of the Evanston Estates Addition to the City of Evanston, Uinta County, Wyoming, said part being more particularly described as follows:

BEGINNING at the Northernmost corner of said Evanston Estates Addition, running thence S 47°13'08" E, 449.50 feet along the Northeast line thereof;

thence S 42°46'52" W, 140.88 feet;

thence S 47°13'08" E, 13.49 feet;

thence S 42°46'52" W, 40.00 feet;

thence S 76°00'00" E, 26.22 feet;

thence S 14°00'00" W, 49.13 feet to a point on the Northeasterly line of Incline Drive;

thence N 76°00'00" W, 151.99 feet along said Northeasterly line;

thence S 14°00'00" W, 60.00 feet to a point on the Southwesterly line of said Incline Drive, said point being the point of curvature of a non-tangent curve concave to the Northeast, from which the radius point bears N 14°00'00" E, 145.00 feet;

thence Northwesterly 35.93 along said Southwesterly line and the arc of said curve, through a central angle of 14°11'51", the long chord of which bears N 68°54'04" W, 35.84 feet;

thence S 42°46'52" W, 71.67 feet;

thence N 47°13'08" W, 36.82 feet;

thence S 14°00'00" W, 167.46 feet to a point on the Southwesterly line of said Evanston Estates Addition and the Northeasterly Right-of-Way line of Interstate Highway I-80, said point lying on a curve concave to the Northeast, from which the radius point bears N 19°32'23" E, 2865.57 feet;

thence Northwesterly 439.78 feet along the arc of said curve, said Southwesterly line of said Evanston Estates Addition and said Northeasterly Right-of-Way line, through a central angle of 8°47'36", the long chord of which bears N 66°03'49" W, 439.35 feet, to the Westernmost corner of said Evanston Estates Addition;

thence N 42°46'52" E, 710.68 feet along the Northwesterly line thereof to the **POINT OF BEGINNING**.

Said part of Evanston Estates Addition containing 6.180 acres, more or less.

WHEREAS, Declarant desires to establish by this Amended Declaration a plan for the ownership in fee simple of the area or space contained in each of the units in the buildings and the ownership by the homeowners' association, of all of the remaining real property which is hereinafter defined and referred to as the Common Areas; and,

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 Evanston Estates Addition Association, a Wyoming non-profit corporation, its successors and assigns.

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 be brought within the jurisdiction of the Association.

Section 4: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties.

Section 5: "Declarant" shall mean and refer to Jarose and Son Properties, LLC, a Wyoming limited liability company.

Section 6: "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The common area shall include all areas located within the Evanston Estates Addition as shown on the official plat of said addition on file and of record in the office of the Uinta County Clerk and Ex-officio register of deeds, not dedicated to the public and excepting and excluding all individual lots as designated on said plat. Provided that the common area for each phase of the project as herein defined shall be limited to the common area located within each phase as herein described. The Association shall own the common area.

Section 7: "Project" shall mean and refer to the Evanston Estates Addition Townhouse Project.

ARTICLE II
Property Rights

Section 1: Owners' Easements of Enjoyment. The common shall be conveyed to the Association. Every owner shall have a right and easement of enjoyment in and to the 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 the 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 sixty (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 the 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 two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

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

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

Class A. All members shall be owners with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one 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 vote be cast with respect to any lot.

Class B. The Class B member shall be the Declarant, and shall be entitled to two (2) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

There shall initially be 70 shares of capital stock issued to the Declarant.

ARTICLE IV
Covenant for Maintenance Assessments

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 therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees 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 attorneys' 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 attorneys' 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.

Section 3: Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be $600.00 per lot.

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(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 ten percent (10%) 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 10 percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) Provisions relating to exterior maintenance and assessments therefore are set forth and contained in Article VII hereof.

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

Section 4: Costs and Charges for Utilities. All costs and charges for domestic water and sanitary sewer services supplied to each owner by the City of Evanston, Wyoming, and any other utility service, including but not limited to natural gas, electricity, telephone, and cable TV, shall be billed directly to each owner and paid by each owner directly to the said City of Evanston, or utility company.

Section 5: Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days not more than sixty (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 the combined classes 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, except as hereinafter provided in Article VII.

Section 7: Date of Commencement of Annual Assessments; Due Dates. One half of the first annual assessment for each lot conveyed by the Declarant shall be paid immediately upon purchase of such lot. Thereafter, lot owners shall pay 1/12 of the annual assessment each month commencing on the first day of the month following the conveyance of the lot. The intention is to maintain a fund consisting of one half of the annual assessment paid in advance. 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 Board of Directors shall establish the due dates. 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 twelve 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 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: Association Easements for Maintenance and Repair. The Association shall have an easement across every lot within the tract set forth hereinabove for the limited purposes of maintaining, repairing, painting or otherwise maintaining the exterior walls and roofs of the living units (excepting the window panes and window screens), for watering, planting, cutting, removing and otherwise caring for the landscaping up to the exterior walls of the living units on each lot; for cleaning, repairing, replacing, and otherwise maintaining or causing to be maintained service in underground utility lines owned by the owners of various lots and for entry into an improvement constructed upon a lot for admittance of such authorized persons as are reasonably necessary in the event of an emergency.

Wherever sanitary sewer house connections or water house connections or electricity, gas, or telephone, television lines or drainage facilities, as may become necessary, are installed within the properties, which connections, lines or facilities, or any portion thereof, lie in or upon lots owned by other than the owner of a lot served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefore, to enter upon the lots or to have utility companies enter upon the lots within the properties in or upon which said connections, lines or facilities or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below. Wherever sanitary sewer house connections and/or water house connections or electricity, gas or telephone lines or drainage facilities are installed within the properties, which connections serve more than one lot, the owner of each lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his lot.

Section 11: Insurance. The Association, for the benefit of the properties and the owners thereof, shall also acquire and shall pay for out of the proceeds of assessments secured pursuant to Article IV, a policy or policies of insurance for liability to the public or to the owners or their invitees or tenants, including the personal liability exposure of the board and of all owners with respect to the common area. The limits of liability pursuant to such policy shall be not less than $100,000.00 for injury to any one person, $300,000.00 for any one accident, and $25,000.00 for property damage. The Association shall have no obligation to secure insurance on the personal property of owners. In addition, the Association shall maintain a casualty insurance policy or policies covering the exteriors of the buildings with such deductibles as are determined from time to time by the Association.

Section 12: Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Wyoming shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 13: Association Maintenance. The Association shall be responsible for maintenance of the common areas and the exterior of the residential units into and including the drywall. **THE ASSOCIATION SHALL NOT BE RESPONSIBLE FOR, AND IT SHALL BE THE RESPONSIBILITY OF THE OWNERS TO MAINTAIN MECHANICAL SYSTEMS INCLUDING BUT NOT LIMITED TO HEATING, PLUMBING, ELECTRICAL SYSTEMS AND FIXTURES TOGETHER WITH EXTERIOR AND INTERIOR DOORS AND WINDOWS, INTERIOR WALL COVERINGS, FIXTURES, AND APPLIANCES. IN ADDITION, IN THE EVENT OF ANY LOSS BY CASUALTY, THE OWNER SHALL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR UNCOVERED LOSS WHETHER INTERIOR OR EXTERIOR AND IN THE CASE OF MULTIPLE UNIT CASUALTY, SUCH AMOUNTS SHALL BE SHARED PRO RATA.**

ARTICLE V
Use Restrictions

Section 1: Nothing shall be done or kept on any lot, which will increase the rate of insurance on such lot or on any of the properties without the approval of the Association.

No owner shall permit anything to be done or kept on any lot which will result in the cancellation of insurance on any common area or which would be in violation of any law.

ARTICLE VI
Architectural Control Committee

Section 1: The Architectural Control Committee shall consist of three (3) persons appointed by the Board of Directors of the Association.

Section 2: Review by Committee. No structure, excepting those buildings to be erected by Declarant, whether a residence, an accessory building, an antennae, exterior lighting facilities, or other similar improvements or structures, shall be constructed or maintained upon the properties and no alteration to the exterior, including painting of a structure, shall be made and no landscaping which results in a change in the grade of any of the properties in relationship to adjoining parts of the properties shall be performed, unless complete plans and specifications therefore (said plans and specifications to show exterior design, height, building materials, color scheme, location of the structure plotted horizontally and vertically, location and size of driveways, general plan of landscaping, fencing, walls, windbreaks, and the grading plan) shall have been submitted to and approved in writing by the Architectural Control Committee. A copy of such plans and specifications as finally approved shall become the property of the Architectural Control Committee.

Section 3: Conformance with Plan. The Architectural Control Committee shall exercise its best judgment all to the end that all improvements, construction, landscaping and alterations on lands within the properties conform to and harmonize with existing surroundings and structures.

Section 4: Procedures. The Architectural Control Committee shall approve or disapprove all plans within thirty (30) days after submission. In the event that the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 5: Vote. A majority vote of the Architectural Control Committee is required to approve a proposed improvement.

Section 6: Records. The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions taken by it thereon.

Section 7: Liability. The Architectural Control Committee shall not be liable in damage to any person submitting requests for approval or to any owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove in regards to any matter within its jurisdiction hereunder.

Section 8: Variances. The Architectural Control Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Article or Article VII hereof in order to overcome practical difficulties and prevent unnecessary hardships arising by reason of the application of the restrictions contained in this Article or Article VII hereof. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to other property or improvements in the neighborhood and shall not go against the general intent and purposes hereof.

ARTICLE VII
Restrictions

Section 1: General Plan. It is the intention of the Declarant to establish and impose a general plan for the improvement, development, use and occupancy of the properties which shall be binding on and inure to the benefit of the owners and future owners of the properties, all thereof in order to enhance value, desirability and attractiveness of said property and to subserve and promote the sale thereof.

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Section 2: Restrictions Imposed. The Declarant hereby declares that all of the properties shall be held and shall be henceforth sold, conveyed, used, improved, occupied, resided upon, hypothecated, and held upon and subject to the following provisions, conditions, restrictions, agreements and covenants.

Section 3: Single Family Use. All lots shall be used for private family residence purposes only. No business or profession of any nature shall be conducted on any lot or in any structure constructed thereon.

Section 4: Rentals. No room or rooms in any residence or part thereof may be rented or leased and no paying guests shall be quartered in any residence. Nothing herein contained, however, shall be construed as preventing the renting or leasing of an entire residence as a single unit.

Section 5: Animals. No horses, cattle, sheep, goats, pigs, rabbits, poultry, or other animals of any description shall be kept or maintained on any property subject hereto, except that residents may keep dog', cats, or other animals as authorized and allowed within the City of Evanston, which are bona fide household pets so long as such pets are not kept for commercial purposes and do not make objectionable noises nor otherwise constitute a nuisance or inconvenience to any of the residents of adjacent property.

Section 6: Temporary Structures. No temporary house, trailer, tent, garage or outbuilding shall be placed or erected upon any part of the properties, and no residence placed or erected on any lot shall be occupied in any manner at any time prior to its being fully completed in accordance with approved plans nor shall any residence when completed be in any manner occupied until made to comply with all requirements, conditions, and restrictions herein set forth; provided, however, that during the actual construction or alteration of a building on any lot, necessary temporary buildings for storage of materials may be erected and maintained by the person doing such work. The work of constructing, altering, or remodeling any building on any part of the property shall be prosecuted diligently from the commencement thereof until the completion thereof.

Section 7: Fences Walls. No fence or wall may be erected or maintained on any lot without approval of the Architectural Control Committee.

Section 8: Burning. No coal or other type of fuel, which gives off smoke except wood shall be used for heating, cooking or any other purposes, and no trash or garbage shall be burned on the premises.

Section 9: Miscellaneous Structures. No advertising or signs of any character shall be erected, placed, permitted or maintained on any lot other than a name plate of the occupant and a street number, and except for a "for sale" or "for rent" sign not exceeding the size permitted in residential areas in the City of Evanston. No elevated tanks of any kind shall be erected, placed or permitted upon any part of said property. Any tanks for use in connection with any residence constructed on said property, including tanks for the storage of gas or oil, must be below ground. All types of refrigerating, cooking, or heating apparatus must be concealed. No garbage or trash cans or receptacles shall be maintained in an exposed and unsightly manner. All aerial masts, radio and television antennae mounted on the exterior of a structure are prohibited except with the written consent of the Architectural Control Committee and the interior mounting of such objects will be preferred. No overhead utility lines shall be installed or maintained on any portion of the lots covered by these restrictions except that during the construction of a residence the contractor or builder may install a temporary overhead utility line which shall be promptly removed upon completion of construction.

Section 10: Property to be Maintained. Each lot at all times shall be kept in a clean, sightly, and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon any lot so they are visible from any neighboring lot, street or golf course, except as necessary during the period of construction. In the event any structure is destroyed either wholly or partially by fire or any other casualty, said structure shall be promptly rebuilt or remodeled to conform to this Declaration or all remaining portions of the

structure, including the foundations, and all debris, shall be promptly removed from the property. Each lot shall at all times be kept clear of weeds and other unsightly growth, and any and all landscaping that becomes objectionable shall, upon demand by the Architectural Control Committee, forthwith be removed by the property owner.

Section 11: No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any property, nor shall anything be done or placed on any property, which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others.

Section 12: No Hazardous Activities. No activities shall be conducted on the properties and on improvements constructed on the properties, which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property; and no open fires shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well—designed interior fireplace or except such campfires or picnic fires on property designated for such by the Association and except such controlled and attended fires required for clearing or maintenance of land.

Section 13: No Annoying Lights, Sounds or Odors. No light shall be emitted from any property, which is unreasonably bright, or causes unreasonable glare; no sound shall be emitted on any property which is unreasonably loud or annoying; and no odor shall be emitted on any property which is noxious or offensive to others.

Section 14: Restrictions on Parking. Except when in actual use, trailers, mobile homes, trucks, pickups, boats, boat trailers, tractors and vehicles other than motor vehicles shall not be stored or parked on any property; however, such vehicles or trailers may be parked while loading or unloading for a maximum of 24 hours.

ARTICLE VIII
Party Walls

Section 1: General Rules of Law to Apply. Each wall built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2: Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3: Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the owners under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4: weatherproofing. Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5: Right to Contribution Runs with Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6: Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

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ARTICLE IX
General Provisions

Section 1: 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.

Section 2: Severability. Invalidation of any one of there covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3: Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) 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 (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded.

Section 4: Annexation. Additional residential property may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.

DATED this 25 day of April, 2006.

Jarose and Son Properties, LLC,
a Wyoming limited liability company

Jack Jarose, Member

Victor Reifon

STATE OF WYOMING, UINTA COUNTY:SS
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 25TH DAY OF APRIL, 2006, BY JACK JAROSE AND VICTOR REIFON.

Stacey Walton

STACEY WALTON - NOTARY PUBLIC
County of Uinta State of Wyoming
My Commission Expires Aug. 27, 2006

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OTHER ACKNOWLEDGMENTS:

Date: 4-25-06

First National Bank-West
By
Title: President

Date: 4-25-06

First National Bank-west
by
Title: Vice President

Subscribed to and sworn before me this 25 day of APRIL, 2006
Notary Public

EDITH BROWN - NOTARY PUBLIC
County of Uinta State of Wyoming
My Commission Expires April 29, 2008

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State of WYOMING)
) ss
County of Uinta)

The foregoing instrument was acknowledged before me this 25th day of April, 2006 by Michael Seppala and Eric Barker.

My Commission Expires:

Edith Brown
Notary Public

EDITH BROWN - NOTARY PUBLIC
County of Uinta
State of Wyoming
My Commission Expires April 29, 2008

Entry No. 130502 Book 862
Recorded 4:28pm 14:34 m Page 620 629
Fee LYNNE D. FOX, UINTA COUNTY CLERK
$ 18.00 By
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