

CORRECTIVE AFFIDAVIT TO
AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS
FOR
MOUNTAIN VIEW ESTATES
PLANNED UNIT DEVELOPMENT
AND
MOUNTAIN VIEW ESTATES PUD ADDITION

"A Mobile Home Community"

STATE OF WYOMING)
) ss.
County of Sheridan)

Affiants, MARCUS YORK and DIANA YORK, being first duly sworn on oath, depose and say:

1. This Affidavit is filed pursuant to Wyo. Stat. Ann. § 34-11-101.
2. Affiants, Marcus York and Diana York, are owners of lots contained in Mountain View Estates Planned Unit Development and Mountain View Estates PUD Addition.
3. Affiants are the Declarants and Architectural Committee under the Amended and Restated Declaration of Protective Covenants for Mountain View Estates Planned Unit Development and Mountain View Estates PUD Addition located in the City of Sheridan, Sheridan County, Wyoming, as shown on the official plat of said property filed of record with the Sheridan County Clerk and Recorder's Office of Sheridan County, Wyoming.
4. The Amended and Restated Declaration of Protective Covenants for Mountain View Estates Planned Unit Development and Mountain View Estates PUD Addition were recorded January 21, 2005 at Book 460, Page 0199 of the records of the Sheridan County Clerk and Recorder's Office (hereinafter referred to as "Amended Covenants").
5. The purpose of this document is to correct a misleading description of the property to which the Amended Covenants apply.
6. There is a clerical error in paragraph 4 of the Amended Covenants which creates confusion in the legal description of the Development to which the Amended Covenants apply. Paragraph 4 states in pertinent part that: "The covenants are imposed upon Lots 29 through 84, and all of the lands and improvements comprising the Mountain View Estates PUD and Mountain View Estates PUD Addition to the City of Sheridan, Sheridan County, Wyoming..."
7. Said language creates the misimpression that Lots 1 through 28, which are the lots that comprise Mountain View Estates PUD, may not be included as part of the Development to which the Covenants apply.

8. Paragraph 4 of the Amended Covenants should read, and is hereby corrected to read as follows:

4. The covenants are imposed upon all of the lands and improvements comprising the Mountain View Estates PUD and Mountain View Estates PUD Addition to the City of Sheridan, Sheridan County, Wyoming, as an obligation or charge against the same for the benefit of each and every residential lot therein contained, and the owner or owners thereof. Each and every owner of land in this Development shall have the right to enforce these covenants.

9. Except as amended herein, the terms and conditions of the Declaration of Protective Covenants by the Declarants, not in conflict with the terms and conditions hereof, shall remain in full force and effect, and in the event there is any ambiguity or inconsistency between the terms and conditions set forth herein, and the terms and conditions of that Declaration of Protective Covenants, those terms and conditions set forth herein shall prevail.

Further Your Affiants Say Not.

Marcus W. York
 Marcus York
Diana L. York
 Diana York

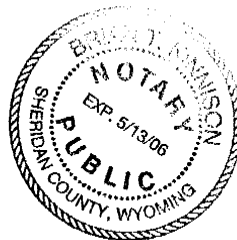
STATE OF WYOMING)
 : ss.
 County of Sheridan)

The foregoing instrument was acknowledged before me this 28th day of June, 2005, by Marcus York and Diana York.

WITNESS my hand and official seal.

[Signature]
 Notary Public

My Commission Expires: 5-13-06



ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

For Ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned KENNEDY OIL (a Wyoming corporation), *hereinafter known as Assignor*, of 700 West Sixth Street, Gillette, WY 82716 does hereby assign, bargain, sell and transfer unto the following named Assignees:

Jon P. Kennedy
2601 Antler Road
Gillette, WY 82718

Lynley Kathleen Stinson
2408 North Buckboard Court
Gillette, WY 82718

Ashley Ane Kennedy
5744 Monticello Street
Chino, CA 91710

Samuel William Kennedy
700 West Sixth Street
Gillette, WY 82716

Allison Paige Kennedy
700 West Sixth Street
Gillette, WY 82716

An overriding royalty interest of all of the oil, gas and other hydrocarbons produced, saved and sold as set out on attached Exhibit 'A' beside the described lands and oil and gas leases covering the described lands..

It is the specific intent of Assignor to convey the overriding royalty interests set out herein in the leases and lands described, whether now owned or hereafter acquired.

The overriding royalty interest conveyed herein shall be reduced in the proportion that Assignor's interest in the lands and leases described herein bears to the full and undivided oil and gas estate in said lands and leases.

The interests conveyed herein are made expressly subject to all of the terms, covenants and conditions, express or implied, of the leases and any and all laws, rules, regulation and orders, both federal and state, applicable to the ownership and enjoyment of the leases herein conveyed.

This assignment is made without warranty of title, either express or implied. This Assignment shall be binding upon the parties hereto, their heirs, successors and assigns.

Dated this 1st day of June 2005.

ASSIGNOR

Kennedy Oil

By: 

M. John Kennedy, President