

Park PH

Declaration Of Protective Covenants For Cottonwood Subdivision

RECORDED SEPTEMBER 29, 2003 BK 447 PG 181 NO 455509 AUDREY KOLTISKA, COUNTY CLERK

This declaration is made this day by Parke Mitchell and Mark Wendel, hereafter referred to as "Declarant."

The Declarant is the owner of all lands embraced in the subdivision known as Cottonwood Park Subdivision which is platted and of record in the Office of the County Clerk of Sheridan County, Wyoming. This plat is incorporated by reference in this declaration and is specifically made a part hereof in all respects as if fully set out herein.

The Declarant intends to sell all of the lots contained in Cottonwood Park Subdivision.

All of the lots of Cottonwood Park Subdivision shall be held, transferred, sold, conveyed or contracted to be conveyed by Declarant subject to the conditions, restrictions, reservations, and covenants now on record and upon the following express conditions, provisions, reservations, restrictions, servitudes and covenants (hereafter referred to as "covenants"). Each and every covenant is for the benefit of the entire subdivision and for the benefit of each owner of land therein. These covenants shall run with the land and inure and pass with this property and each and every lot therein. These covenants shall be binding on all owners of land in this subdivision and their successors in interest regardless of how that interest is acquired. These covenants are imposed pursuant to a general plan for the improvement and benefit of Cottonwood Park Subdivision.

These covenants are imposed on the lands comprising the Cottonwood Park Subdivision as an obligation or charge against the same for the benefit of each and every lot in the subdivision and the owner or owners thereof. Each and every owner of land in this subdivision shall have a right to enforce these covenants.

1. All lots in Cottonwood Park Subdivision shall be used only for residential purposes and shall be used strictly in accordance with all applicable laws, rules, and regulations of any federal, state, or local government authority.

2. No structure of a temporary nature or character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

3. No portion of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Trash, garbage and other waste shall be kept in sanitary containers. Incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

4. No noxious or offensive activity shall be conducted upon any lot, and no activity shall be engaged in which is or may become a nuisance to the owners of other lots in the subdivision.

5. All lot owners in Cottonwood Park Subdivision will be responsible for maintenance and repair of the irrigation system within the Cottonwood Park Subdivision.

6. Easements and rights of way as shown on the recorded plat are hereby reserved for public utilities in this subdivision for poles, wires, pipes, and conduits for heating, lighting, electricity, gas, telephones, sewer, water or other public or quasi-public utility purposes together with the right of ingress, egress and access at any time for the purpose of further construction and repair.

7. All wells, water systems, and sewer systems installed on any lot must comply with all applicable laws, rules, and regulations.

Dated this 23rd day of SEPTEMBER, 2003.

Parke Mitchell

Parke Mitchell

STATE OF WYOMING)
) SS.
COUNTY OF SHERIDAN)

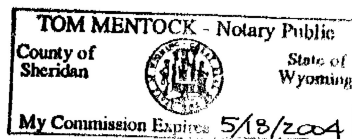
The foregoing instrument was acknowledged before me by PARKE MITCHELL, this 29th day of SEPTEMBER, 2003.

Witness my hand and official seal.

Tom Mentock

Notary Public

My Commission Expires: May 18, 2004



Mark Wendel
Mark Wendel

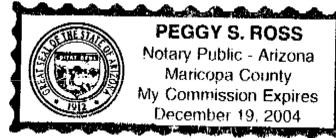
STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me by
MARK WENDEL, this 23 day of SEPTEMBER, 2003.

Witness my hand and official seal.

Peggy S. Ross
Notary Public

My Commission Expires: 12/19/2004



STATE OF WYOMING)
)§
COUNTY OF SHERIDAN)

ASSIGNMENT

KNOW ALL ME BY THESE PRESENTS:

THAT, MEDALLION EXPLORATION, A Utah Corporation, whose address is 6985 Union Park Center, Ste. 375, Midvale, Utah 84047, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby assign, transfer, grant and convey unto

SHERI D. TIETJEN, as Trustee of the SHERI D. TIETJEN REVOCABLE TRUST dated October 2, 1996, whose address is Box 208, Clearmont, Wyoming, 82835, hereinafter referred to as "Assignee",

An overriding royalty of 3% of 8/8ths of all gas produced and sold or produced and saved under federal oil and gas leases WYW146326 and WYW146328 from the lands described on attached Exhibit A; provided, however, if any of the lands described in Exhibit A are included with other lands in a drilling unit established by the Wyoming Oil and Gas Conservation Commission, then Assignee will receive 3% of that portion of the gas produced and sold or produced and saved from the drilling unit which is allocated to the lands described in Exhibit A which are included in that drilling unit.

IN WITNESS WHEREOF, this instrument is executed this the 12th day of September, 2003.

MEDALLION EXPLORATION

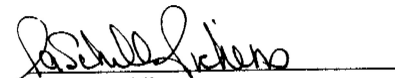
By:


JAKE HAROUNY, President

STATE OF Utah)
)§
COUNTY OF Salt Lake)

On this 22nd day of September, 2003, before me appeared, Jake Harouny to me personally known, who being by me duly sworn did say that he is the President of Medallion Exploration, a Utah corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that the instrument was signed and sealed by authority of its Board of Directors and that he acknowledged the instrument to be the free act and deed of the corporation.

GIVEN under my hand and seal of office this the 22nd day of September, 2003.


Notary Public

1-15-2006
My Commission Expires: