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DECLARATION OF MAINTENANCE COVENANT

THIS DECLARATION is made this 27 day of March. 2006, by GENTECH, INC., a Wyoming corporation, ("Developer"), as owner of that certain property referred to as the "Oilfield Subdivision", situate in Campbell County, Wyoming, State of Wyoming, which is more particularly described as follows:

Lots 1, 2, 3, 4, and 5 of the Oilfield Subdivision, Campbell County, Wyoming according to the official plat as filed of record in the office of the County Clerk for Campbell County, Wyoming

The Declarant hereby desires to make and impose upon said real property an agreement to maintain a right of way easement for ingress to and egress from said real property as hereinafter set forth.

RECITALS

- A. The Developer has subdivided and shall develop the Oilfield Subdivision into a commercial industrial development.
- B. The Developer desires to establish for its own benefit and for the mutual benefit of all future owners, or other holders of interests in any portion of the Oilfield Subdivision a mutually beneficial agreement as to the maintenance of the right of way easement providing ingress to and egress from the Oilfield Subdivision.
- C. The Developer desires and intends that the owners, mortgagees, beneficiaries, trustees and other persons hereafter acquiring any interest in the Oilfield Subdivision shall at all times enjoy the benefits of, and shall hold their interest subject to, the obligations for road maintenance and repair as hdreinafter set forth.
- NOW, THEREFORE, in consideration of the matters set forth in the Recitals and the Covenants set forth below, the Developer declares as follows:
- 1. The owners of Lots 1, 2, 3, 4 and 5 of the Oilfield Subdivision, Campbell County, Wyoming shall contribute, on a prorate basis, to the costs and expenses of future construction, repair, maintenance, and operation of the right of way easement more fully described as Oilfield Lane as platted in the Oilfield Subdivision ("Roadway"). The amount of each owner's contributed share shall be determined annually. Each owner's share of the construction, maintenance and repairs shall be due and payable on or before January 30th of each year for costs and expenses incurred in the preceding year.
- 2. In the event any owner fails or refuses to pay his or her respective share of costs and expenses on or before January 30th of each year, the amount owed by said owner shall accrue interest at the rate of 10% per annum from the date the costs were incurred.
 - 3. Prior to any maintenance or repair work on said Roadway, the owners will

agree as to the scope of the maintenance and repair work as well as approving the costs and expenses of such repair and maintenance. In the event the owners are unable to agree upon the scope or the costs and expenses, then the owners shall designate an individual knowledgeable in the construction and maintenance of roadways to make a determination as to the scope of the maintenance and repairs necessary and the reasonable cost thereof. Such decision by said third party shall be binding upon all parties.

- 4. The existing Roadway may be improved in order to provide year round access. However, notwithstanding the foregoing, the parties agree that no major improvements to the existing Roadway will be made except to improve the Roadway to the extent necessary to make said Roadway passable year round. The parties agree to cooperate in determining the amount of improvement necessary to make said Roadway passable on a year round basis.
- 5. The owners, for themselves and their heirs, successors and assigns, will exercise reasonable care in their use of the easement so as not to cause more than normal wear and tear on the Roadway. In the event any damage to the Roadway is caused by a specific owner or owners, then that owner(s) causing such damage shall promptly repair said damage at his or her own cost.
- 6. The owners shall use the rights granted hereunder with due regard to the rights of others and their permitted rights of such Roadway, and shall not use the Roadway in a manner that will unreasonably impair the rights of others permitted to use said Roadway and shall not construct a fence or install gates across any portion of the Roadway.
- 7. This declaration shall be governed by, construed and enforced in accordance with the laws of the State of Wyoming.
- 8. In the event that any action is filed in relation to this declaration, the unsuccessful party in the action shall pay to the successful party, in addition to all other costs and expenses that either party may be called on to pay, a reasonable sum for the successful party's attorneys fees and costs.
- 9. If any part of the foregoing obligations and covenants shall become invalid or unenforceable by operation or law or otherwise, the remaining portions and provisions of the foregoing shall continue to be fully effective.
- The foregoing shall be deemed covenants running with the lands as described hereunder and shall be binding upon all parties including their heirs, successors, and assigns.

DATED this 27 day	of March	, 2006,	
		ECH, INC.	
	Ву:	Ud d	fresident
i ·	David	Jones, President	•

Book 2151 of Photos, Page 78

STATE OF WYOMING County of Campbell) } }
The foregoing was ac by David Jones, President of was duly authorized to execu Witness my hand and	Λ
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STATE OF WYOMING Campbell County Ss.	Think
Filed for record this 3rd day of May of Photos Chusch Squanders County Clerk and Ex-Officio Register of Deeds	A.D. 2006 at 12:18 o'clock P M. and recorded in Hook 2151 run page 76-78 Fees 14.00 RECURDED By Deputy Coxceles M. Opposition 10:05 CHECKED DEPUTY COXCEL