

CERTIFICATE OF OWNERSHIP AND DESIGN

KNOW ALL MEN BY THESE PRESENTS THAT JOHN L. AND LINDA M. ... OWNERS OF A TRACT OF LAND LOCATED ... IN THE COUNTY OF FREMONT, WYOMING ...

EXECUTED THIS 17th DAY OF October, 2005.

STATE OF WYOMING 335
COUNTY OF FREMONT
THE FOREGOING DECLARATION WAS ACKNOWLEDGED BEFORE ME THIS 17th DAY OF October, 2005, BY CLAYTON J. GUYTON.

MY COMMISSION EXPIRES 12/31/2006.
WIND RIVER LAND, INC. A WYOMING CORPORATION
CLAYTON J. GUYTON, REGISTERED AGENT

Pauline J. Stember
COUNTY PUBLIC CLERK



COUNTY COMMISSIONERS CERTIFICATE

THIS PLAN IS HEREBY APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF FREMONT COUNTY, WYOMING ...

DATED THIS 17th DAY OF October, 2005.
WITNESSES MY HAND AND SEAL OF THE COUNTY OF FREMONT THIS 17th DAY OF October, 2005.

PLANNING COMMISSION CERTIFICATE
THIS PLAN APPROVED BY THE FREMONT COUNTY PLANNING COMMISSION THIS 22nd DAY OF September, 2005.

CLERK AND RECORDERS CERTIFICATE
THIS PLAN WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDERS THIS 17th DAY OF October, 2005.

CERTIFICATE OF SURVEYOR
JULIE A. FRIESE
COUNTY OF FREMONT

THE COMPANY, INC.
REG. 1026

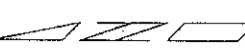


FREMONT COUNTY, LARSEN, BY JULIE A. FRIESE, FREMONT COUNTY CLERK PAGE 07

LANDS, WYOMING 65230

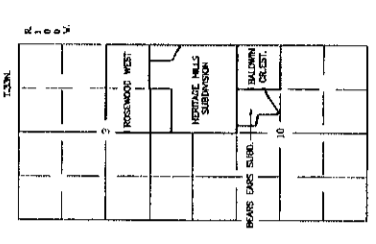
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- GENERAL NOTES:
1. NO PUBLIC MAINTENANCE OF STREETS OR ROADS ARE ANTICIPATED.
2. NO PUBLIC WATER SUPPLY SYSTEM IS PROPOSED.
3. NO PUBLIC SEWER SYSTEM IS PROPOSED.
4. EXISTING WELLS WITH REVERSE OSMOSIS TREATMENT OR SYSTEMS ARE TO BE MAINTAINED AND OPERATED BY THE OWNER.
5. EXISTING WELLS WITH REVERSE OSMOSIS TREATMENT OR SYSTEMS ARE TO BE MAINTAINED AND OPERATED BY THE OWNER.
6. EXISTING WELLS WITH REVERSE OSMOSIS TREATMENT OR SYSTEMS ARE TO BE MAINTAINED AND OPERATED BY THE OWNER.

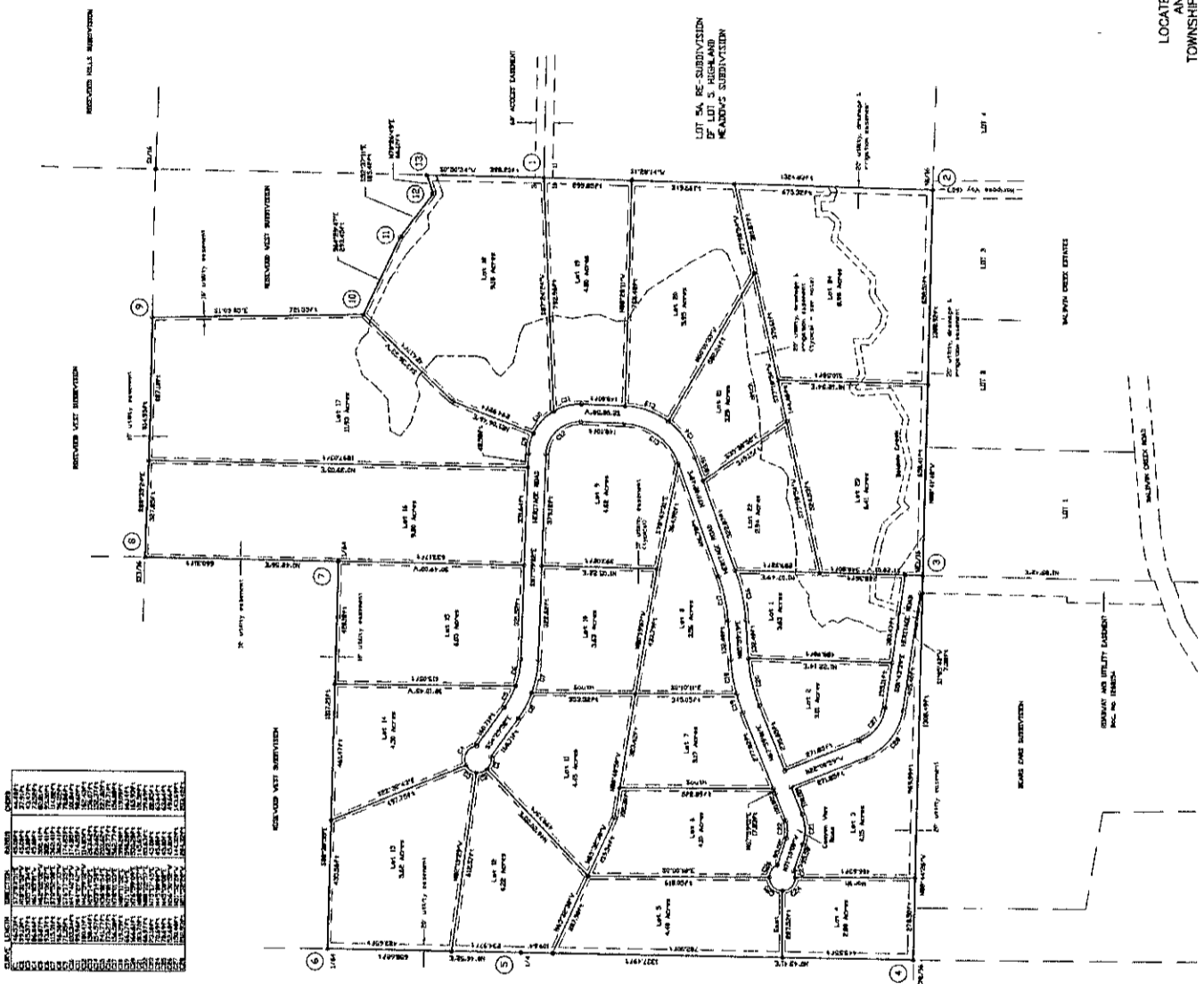
SCALE 1" = 200 FT
SEPTEMBER 12, 2005



LOCATION MAP SCALE 1"=2000'

HERITAGE HILLS SUBDIVISION

LOCATED IN THE N1/2NE1/4 OF SECTION 10 AND THE S1/2SE1/4 OF SECTION 3, TOWNSHIP 33 NORTH, RANGE 100 WEST, 6TH P.M., FREMONT COUNTY, WYOMING.



**DECLARATION OF PROTECTIVE COVENANTS
HERITAGE HILLS SUBDIVISION**

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The undersigned, being the owners in fee simple or by contractual interest, of certain lands located in Fremont County, Wyoming; more particularly described as:

See Exhibit A attached hereto

do hereby make the following declarations as to limitations, restrictions, and uses to which said lands may be put, hereby specifying that said declarations shall constitute covenants to run with all of the lands as provided by law and shall be binding upon all parties and all persons claiming under them and for the benefit of and limitation upon all future owners and assignees thereof. The real property described as liens and charges hereby declared, to insure appropriate development and improvement of each building site thereof; to protect the owners of building sites against improper use of surrounding building sites as will depreciate the value of the property; to preserve, so far as practicable, the natural beauty of said property; to obtain harmonious color schemes; to encourage and secure the erection of attractive structures thereon, with appropriate locations thereof on building sites; to prevent haphazard improvement of building sites; to secure and maintain proper setbacks from streets, roads or boundary lines, and allocate free space between structures; and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of such building sites located therein, and to, in general, maintain the use and development of the property described as Heritage Hills Subdivision, in a desirable, uniform, and suitable manner and structural design, all as hereinafter more specifically stated.

1. ARCHITECTURAL CONTROL No buildings, outbuilding or structure shall be erected, placed, or altered on any tract until the construction plans and a plan showing the location of the structure and of the septic system have been approved by the Architectural Control Committee as to compliance with these protective covenants.

2. GENERAL RESIDENCE RESTRICTION No building whatsoever, except a single family private dwelling house, with the necessary outbuildings, including a private

*DECLARATION OF RESTRICTIVE COVENANTS
Heritage Hills Subdivision
Page 1*

FREMONT COUNTY, LANDER, WY REC \$35.00
JULIE A FREESE, FREMONT COUNTY CLERK

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garage, shall be erected, placed, or permitted on any tract or part thereof, and such dwelling house shall be used only as a private residence. The term "dwelling house" shall not include mobile homes or manufactured homes, of any variety, regardless of whether placed on a foundation or not. No building shall be erected, altered, placed, or permitted to remain on any tract other than the aforesaid detached single family dwelling, not to exceed two stories in height. All exterior designs must have an attractive appearance and be painted or finished completely before being occupied. No building of any kind shall be moved onto the tracts without the approval of the Architectural Control Committee.

No person shall place a permanent or temporary structure within a designated right-of-way or easement, with the exception of an approved approach and a fence, with fences over ditch easements subject to the provisions of Paragraph 4 hereof. All approaches off designated roads shall be built in accordance with Fremont County specifications and the location of any approach shall be approved by the architectural committee prior to construction.

3. DWELLING QUALITY AND SIZE No dwelling having one story shall be permitted having less than 1,500 square feet of living area exclusive of one-story open porches, garages, or carports, nor having less than 800 square feet per floor for a two-story dwelling. The maximum height for any building shall not exceed thirty-two (32) feet.

4. FENCES All fences shall be constructed with all wood posts. Any fencing over a ditch easement shall consist of a 20' gate centered over the ditch.

5. BUILDING LOCATION The building location, on any tract, shall be approved by the Architectural Control Committee and shall not be located nearer than fifty (50) feet from any road, street, or property line. No buildings or structures of any type shall be permitted in any easement area.

6. ROAD MAINTENANCE FEE Each tract owner shall be responsible for his proportionate share of the cost of maintenance of the common roads in the subdivision. The proportionate share shall be on a per-tract basis. Each year at the annual meeting the Board of Directors shall consider the maintenance needed and levy an assessment to pay the costs.

All assessments shall be due and payable within 60 days of assessment. Delinquent assessments shall be a lien upon the tract assessed when notice thereof is recorded in the office of the Fremont County Clerk. The homeowners' association shall be entitled to foreclose liens for delinquent assessments in the manner provided by law for foreclosure of mortgages by notice and sale.

DECLARATION OF RESTRICTIVE COVENANTS
Heritage Hills Subdivision
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7. NUISANCE No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or other tract owners. There will be no stockpiling of building materials, except while in the process of construction on the property. Construction requiring the storage of materials must be completed within a reasonable time, but in no event shall such time exceed eighteen (18) months. No tract shall be used in whole or in part for the storage of any property or thing that will cause the tract to appear in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any tract that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, and comfort and serenity of the occupants of the surrounding property.

8. LIVESTOCK AND POULTRY No swine of any kind shall be raised, bred, or kept on any tract, nor shall there be on any tract more than three (3) pets of customary household variety, except as hereinafter provided, to-wit:

- A. Each tract shall be permitted one (1) head of livestock per each five (5) acres owned by each owner.
- B. Each tract shall be permitted to have erected thereon an appropriate shelter for any livestock as hereinabove provided and kept on said tract. The shelter-barn must be designed to be in harmony with the house erected on the tract and situated within the setbacks outlined above for the main residence structure. All shelter-barns or corrals shall be approved by the Architectural Control Committee. All shelter-barns or corral areas shall be maintained, as to appearance and as to waste, so that they are not objectionable or a nuisance to the neighbors.
- C. Each tract shall be allowed to keep a reasonable number of chickens for domestic, but not commercial use, provided that said chickens are contained in an enclosure at all times.

9. TEMPORARY STRUCTURES No structure of a temporary character, trailers, basements, tents, shacks, garages, or other structures shall be used on any tract for more than twelve (12) cumulative months per owner as a residence, either temporarily or permanently.

10. GARBAGE AND REFUSE DISPOSAL No tract shall be used or maintained as a dumping ground for rubbish. Garbage disposal units for all waste shall be kept in a sanitary condition. All receptacles and equipment for the storage or disposal of waste shall

be totally enclosed with a top, bottom, and four sides so at all times to be hidden and kept in a clean and sanitary condition.

11. MINING OPERATIONS No derrick or other structure for use in boring for oil or natural gas may be erected, placed or permitted upon any part of the premises, nor shall any oil, natural gas, petroleum, asphalt, or hydrocarbon products or minerals of any kind be produced or extracted therefrom.

12. TANKS, ETC. No elevated tanks of any kind shall be erected, placed or permitted on any part of any tract of property made the subject matter hereof. Any tanks for use in connection with any residence constructed on the premises, including tanks for the storage of fuels and propane tanks for home heating, must be buried or walled sufficiently to conceal them from the view of neighboring roads, tracts and streets. All garbage cans, equipment, coolers, and storage piles shall be walled in, to conceal them from the view of the neighboring tracts or streets. Plans for the enclosures of this nature must be approved by the Architectural Control Committee.

13. SIGNS No signs of any kind shall be displayed to the public view on any lot except one sign of not more than two (2) square feet, indicating the name of the residents of the lot, and one sign of not more than five (5) square feet advertising the possession of the property for sale or rent, or signs used by the builder to advertise the property during the construction or sale, and as provided for in paragraph 23 hereof.

14. LIGHTING. All exterior lights and lighting within the Heritage Hills Subdivision shall be hooded in such a manner so that the light is reflected towards the ground.

15. UTILITY LINES - RADIO AND TELEVISION ANTENNAS All electrical service and telephone lines shall be placed underground. No outside electrical lines shall be placed overhead.

16. OCCUPANCY No private dwelling house erected on any tract shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed as herein required.

17. APPROVAL OF PLANS All plans for the construction of any improvements to be erected on any tract, and the proposed location thereof upon any tract, and any change after approval thereof, shall require the approval in writing of the Architectural Control Committee before beginning construction. Approval of such plans shall be evidenced by

written endorsement on such plans, a copy of which shall be delivered to the owner or owners of the tract. No changes or deviations in or from such plans as approved shall be made without the prior written consent of the Architectural Control Committee. The Architectural Control Committee shall not be responsible for any structural defects in such plans or in any building or structure erected according to such plans. The structures, so far as is possible, will be of such a nature as will blend or be compatible with the natural surroundings, shall be of earth tones only, and use of natural material such as wood and stone is encouraged.

18. VOTING RIGHTS Wherever these Declarations of Protective Covenants provide for changes, alterations, amendments or control by a vote of the then record owners of the property made the subject matter hereof, said record owners, for purposes of determining a percentage thereof, shall be entitled to one vote for each lot or tract in Heritage Hills then owned of record by said owner.

19. THE ARCHITECTURAL CONTROL COMMITTEE The initial Architectural Control Committee is composed of Brady Joe Artery, Clinton J. Guymon and Sandra Marie Guymon. The Committee may designate a representative to act for it. In the event of death or resignation of a member of the Committee, the remaining members shall designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation, nor shall they be held liable in any manner whatsoever, for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded, written instrument, to change the membership of the Committee.

20. DURATION The foregoing covenants, conditions, reservations and restrictions shall continue and remain in full force and effect at all times as against the owner of any tract, regardless of how he acquired title, until the commencement of the calendar year 2016, on which date these covenants, conditions, reservations and restrictions shall be automatically extended for a period of ten (10) years and thereafter in successive ten-year periods, unless on or before the end of the initial term or one of such extension periods, the owners of 75% of the tracts in the Subdivision shall, by written instrument duly recorded, declare a termination of the same. Although these covenants, conditions, reservations and restrictions may expire as provided, any and all reservations for the breach of these covenants, conditions, reservations or restrictions committed or suffered prior to such expiration shall be absolute.

21. ACKNOWLEDGMENTS The following acknowledgments are hereby set forth and made of record and notice to all persons that there are:

DECLARATION OF RESTRICTIVE COVENANTS
Heritage Hills Subdivision
Page 3

FREMONT COUNTY, LANDER, WY REC \$35.00
JULIE A FREESE, FREMONT COUNTY CLERK

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- A. No proposed domestic water source;
- B. No proposed public sewage disposal system;
- C. No public maintenance of streets or roads.

22. PARTIAL INVALIDITY An invalidation of any one of the restrictions herein set forth or the failure to enforce any such restrictions at the time of its violation shall in no event affect any of the other restrictions nor be deemed a waiver of the right to enforce the same thereafter. The Architectural Control Committee is hereby guaranteed the power and authority from time to time to grant temporary variances from these restrictions provided, however, that such powers may be overridden by a majority vote of all property owners in the Subdivision.

23. COMMERCIAL TRACTS: No tract of land made the subject hereof shall be utilized for any commercial purpose or business. However, a home based business operated in conjunction with the residence shall be allowed, provided that the following conditions are complied with:

a. A business plan application shall first be submitted to the Secretary/Treasurer of the Heritage Hills Home Owner's Association. The plan shall include a description of the business, the types of services provided, the hours of operation, and the expected client and traffic volume. The plan shall be reviewed by all of the current lot owners and will require approval by 75% of the owners for the business to be allowed.

b. Each business plan approval shall not be personal to the applicant, but shall apply to the specific home based business on the specified lot. Any change of business or services must be approved in the same manner as described in subparagraph a hereof. The approval will not authorize any use other than those specifically enumerated in the business plan application.

c. No signs for the business shall be displayed, except for one 2' X 2' sign with the name of the home business.

d. No exterior storage of business material or supplies shall be allowed in conjunction with the home based business.

e. The business shall be conducted entirely within the residence or in an enclosed accessory structure.


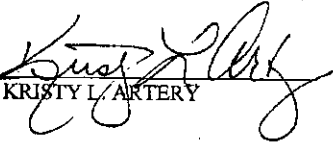
f. The business shall not alter the character of the neighborhood. There shall be no offensive odors, vibrations, smoke, dust, heat or glare produced by the business. The business must not substantially or permanently injure any subdivision tract. The business shall not affect the public health, safety or welfare.


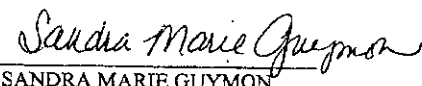
24. AMENDMENTS AND MODIFICATIONS The covenants and conditions hereof may be amended, modified, or repealed at any time by the consent of the then recorded owners of seventy-five (75) percent or more of the lots or tracts.

25. IRRIGATION WATER AND DITCHES The Heritage Hills Subdivision does not own or possess any water or water rights, whether attached to the land or otherwise. As a result, no irrigation ditches shall be allowed, nor are the same necessary within the subdivision.

26. ENFORCEMENT AND BENEFICIARIES These restrictions and covenants are made for the benefit of any and all persons who may now own or who may hereafter own any property in the Subdivision. Such persons are specifically given the right to enforce these restrictions and covenants by injunction or other lawful procedures and to recover damages resulting from any violation thereof. Such damages shall include all costs of enforcement, including reasonable attorney's fees.

EXECUTED this 17th day of October, 2005.

By:  By: 
BRADY JOE ARTERY KRISTY L. ARTERY

By:  By: 
CLINTON GUYMON SANDRA MARIE GUYMON

DECLARATION OF RESTRICTIVE COVENANTS
Heritage Hills Subdivision
Page 7

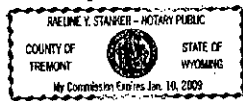
FREMONT COUNTY, LANDER, WY REC \$35.00
JULIE A FREESE, FREMONT COUNTY CLERK

10/17/2005 #2005-1271082
03:45:59PM 7 OF 10

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing document was acknowledged before me by BRADY JOE ARTERY
this 17th day of Oct., 2005.

WITNESS my hand and official seal.



Raeline Y. Stanker
Notary Public

My commission expires: JAN. 10, 2009

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing document was acknowledged before me by KRISTY L. ARTERY
this 17th day of Oct., 2005.

WITNESS my hand and official seal.

Raeline Y. Stanker
Notary Public

My commission expires: JAN. 10, 2009

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)



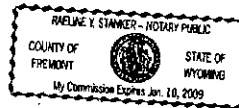
The foregoing document was acknowledged before me by CLINTON J. GUYMON
this 17th day of Oct., 2005.

WITNESS my hand and official seal.

Raeline Y. Stanker
Notary Public

My commission expires: JAN. 10, 2009

DECLARATION OF RESTRICTIVE COVENANTS
Heritage Hills Subdivision
Page 8



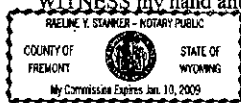
FREMONT COUNTY, LANDER, WY REC \$35.00
JULIE A FREESE, FREMONT COUNTY CLERK

10/17/2005 #2005-1271082
03:45:59PM 8 OF 10

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing document was acknowledged before me by SANDRA MARIE
GUYMON this 17th day of Oct., 2005.

WITNESS my hand and official seal.



RaeLne Y. Stanker
Notary Public

My commission expires: JAN 10, 2009

FREMONT COUNTY, LANDER, WY REC \$35.00
JULIE A FREESE, FREMONT COUNTY CLERK

10/17/2005 #2005-1271082
03:45:59PM 9 OF 10

Exhibit A

CERTIFICATION OF OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WIND RIVER LAND, INC., OWNER OF A TRACT OF LAND LOCATED IN THE SE1/4 OF SECTION 3, TOWNSHIP 33 NORTH, RANGE 100 WEST, 6TH P.M., FREMONT COUNTY, WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT NO.1, WHICH POINT IS THE NORTHEAST CORNER OF SAID SE1/4; THENCE PROCEED S 0°50'40"W A DISTANCE OF 1321.92 FEET, MORE OR LESS, TO POINT NO.2, WHICH POINT IS THE SOUTHEAST CORNER OF THE NE1/4SE1/4 OF SAID SECTION 3; THENCE PROCEED S 70°28'49"W ALONG THE EAST LINE OF SAID SE1/4 A DISTANCE OF 925.72 FEET TO POINT NO.3; THENCE PROCEED S 70°28'49"W A DISTANCE OF 86.12 FEET TO POINT NO.4; THENCE PROCEED N 52°37'11"W A DISTANCE OF 185.42 FEET TO POINT NO.5; THENCE PROCEED N 64°20'47"W A DISTANCE OF 293.45 FEET TO POINT NO.6; THENCE PROCEED N 1°09'09"W A DISTANCE OF 721.35 FEET, MORE OR LESS, TO POINT NO.7, WHICH POINT IS ON THE SOUTH LINE OF SAID NE1/4SE1/4; THENCE PROCEED N 88°35'23"W A DISTANCE OF 814.90 FEET, MORE OR LESS, TO POINT NO.8, WHICH POINT IS THE SOUTHEAST CORNER OF THE NW1/4SE1/4; THENCE PROCEED S 0°48'56"W A DISTANCE OF 860.31 FEET, MORE OR LESS, TO POINT NO.9, WHICH POINT IS THE SOUTHEAST CORNER OF THE N1/2SW1/4SE1/4 OF SAID SECTION 3; THENCE PROCEED N 88°30'58"W A DISTANCE OF 1317.21 FEET, MORE OR LESS, TO POINT NO.10, WHICH POINT IS THE SOUTHWEST CORNER OF SAID N1/2SW1/4SE1/4; THENCE PROCEED N 0°48'50"E A DISTANCE OF 658.81 FEET, MORE OR LESS, TO POINT NO.11, WHICH POINT IS THE NORTHWEST CORNER OF SAID N1/2SW1/4SE1/4; THENCE PROCEED N 0°48'50"E A DISTANCE OF 1317.24 FEET, MORE OR LESS, TO POINT NO.12, WHICH POINT IS THE NORTHWEST CORNER OF SAID SE1/4; THENCE PROCEED S 88°41'08"E A DISTANCE OF 1318.37 FEET, MORE OR LESS, TO POINT NO.13, WHICH POINT IS THE NORTHEAST CORNER OF THE NW1/4SE1/4 OF SAID SECTION 3; THENCE PROCEED S 88°41'08"E A DISTANCE OF 1318.36 FEET, MORE OR LESS, TO POINT NO.1, THE POINT OF BEGINNING, CONTAINING 108.24 ACRES, MORE OR LESS, OF WHICH APPROXIMATELY 3.57 ACRES ARE IN STREETS AND 105.87 ACRES ARE IN 11 LOTS; HAVE BY THESE PRESENTS, LAND OBT, PLATED AND SUBDIVIDED THE SAME INTO LOTS AS SHOWN HEREON AND DESIGNATED THE SAME AS HERITAGE HILLS WEST SUBDIVISION IN THE COUNTY OF FREMONT, STATE OF WYOMING; AND DO HEREBY GRANT TO THE HERITAGE HILLS WEST SUBDIVISION HOMEOWNERS ASSOCIATION THE STREET SHOWN HEREON, AND DO GRANT FOR PUBLIC USE THE UTILITY EASEMENTS SHOWN HEREON.

THE FOREGOING SUBDIVISION AS IT APPEARS ON THIS PLAT IS WITH THE FREE CONSENT AND IS ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, AND THEY DO HEREBY WAIVE AND RELEASE ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING FOR THE PURPOSE OF THIS DEDICATION.

EXECUTED THIS 6th DAY OF April, 2005.

WIND RIVER LAND, INC., A WYOMING CORPORATION

Clinton J. Guymon
CLINTON J. GUYMON, REGISTERED AGENT

HERITAGE HILLS
SUBDIVISION

LOCATED IN THE SE1/4 OF SECTION 3,
OWNSHIP 33 NORTH, RANGE 100 WEST, 6TH P.M.,
FREMONT COUNTY, WYOMING.

FREMONT COUNTY, LANDER, WY REC \$32.00
JULIE A FREESE, FREMONT COUNTY CLERK

04/08/2005 #2005-1263391
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FREMONT COUNTY, LANDER, WY REC \$35.00
JULIE A FREESE, FREMONT COUNTY CLERK

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FREMONT COUNTY, LANDER, WY REC \$26.00
JULIE A FREESE, FREMONT COUNTY CLERK

05/31/2006 #2006-1278106
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**AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS
HERITAGE HILLS SUBDIVISION**

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The undersigned, being the all the present owners in fee simple or by contractual interest, of certain lands located in Fremont County, Wyoming; more particularly described as:

See Exhibit A attached hereto

do hereby make the following amendments to the declarations as to limitations, restrictions, and uses to which said lands were previously imposed.

RECITALS

Whereas, Declaration of Protective Covenants for Heritage Hills Subdivision were recorded in the Office of the Fremont County Clerk on the 17th day of October, 2005, as Document No. 1271082; and

Whereas, the present owners recognize that the Restrictive covenants require amendment with regards to certain issues; and

Whereas, the undersigned, being all current owners of land within the above described are hereby desire to amend the Restrictive Covenants.

Now Therefore, the undersigned hereby amend the Declaration of Protective Covenants for Heritage Hills Subdivision as follow:

Section 1: Paragraph 6 of the Declaration of Protective Covenants for Heritage Hills Subdivision is hereby amended to read as follows:

6. ROAD MAINTENANCE FEE Each tract owner, except for the owner of Lot 24 which accesses its property through Mariposia Drive, shall be responsible for his proportionate share of the cost of maintenance of the common roads in the subdivision. The proportionate share shall be on a per-tract basis. Each year at the annual meeting the Board of Directors shall consider the maintenance needed and levy an assessment to pay the costs.

All assessments shall be due and payable within 60 days of assessment. Delinquent assessments shall be a lien upon the tract assessed when notice thereof is recorded in the office of the Fremont County Clerk. The homeowners' association shall be entitled to foreclose liens for delinquent assessments in the manner provided by law for foreclosure of mortgages by notice and sale.

Lot 24 shall not be assessed a road maintenance fee for Heritage Hills Roads.

Section 2: Paragraph 8 A. of the Declaration of Protective Covenants for Heritage Hills Subdivision is hereby amended to read as follow:

8. LIVESTOCK AND POULTRY No swine of any kind shall be raised, bred, or kept on any tract, nor shall there be on any tract more than three (3) pets of customary household variety, except as hereinafter provided, to-wit:

- a. Each tract shall be permitted one (1) head of livestock per each five (5) acres, or any portion of five (5) acres, owned by each owner.

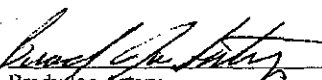
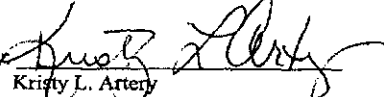
Section 3: Paragraph 25 of the Declaration of Protective Covenants for Heritage Hills Subdivision is hereby amended to read as follows:


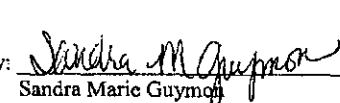
25. IRRIGATION WATER AND DITCHES No irrigation ditches shall be allowed within the subdivision, except on lots that have established and adjudicated water rights. Lots with established and adjudicated water rights shall be allowed irrigation ditches as necessary to irrigate their lands.

Section 4: All other provisions of the Declaration of Protective Covenants for Heritage Hills Subdivision not affected by the above amendments shall remain in full force and effect as originally recorded.

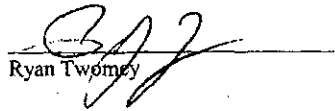
EXECUTED this 22nd day of May, 2006.

WIND RIVER LAND, INC.

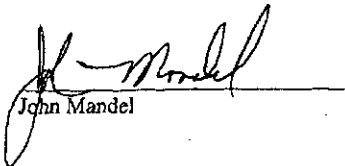
By:  By: 
Brady Joe Artery Kristy L. Artery

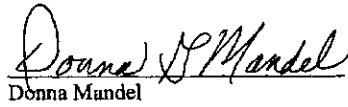
By:  By: 
Clinton J. Guymon Sandra Marie Guymon

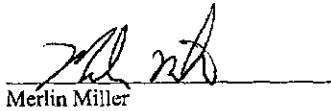

Thomas L. Kelly

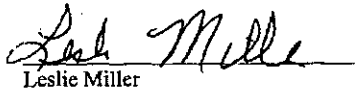

Ryan Twomey

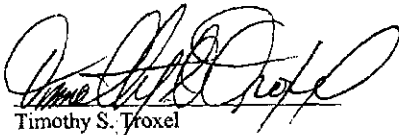

Christy Twomey

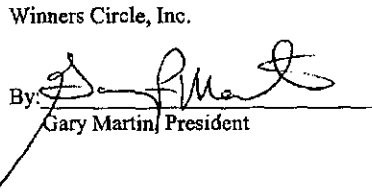

John Mandel


Donna Mandel


Merlin Miller


Leslie Miller


Timothy S. Troxel

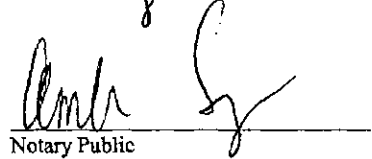
Winners Circle, Inc.
By: 
Gary Martin, President

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing document was acknowledged before me by BRADY JOE ARTERY and KRISTY L. ARTERY this 22nd day of May, 2005.

WITNESS my hand and official seal.




Notary Public

My commission expires: 9/2/09

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing document was acknowledged before me by CLINTON J. GUYMON and SANDRA MARIE GUYMON this 22nd day of May, 2006.

WITNESS my hand and official seal.
[Signature]
Notary Public



My commission expires:
9/2/09

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing document was acknowledged before me by THOMAS L. KELLY this 22nd day of May, 2006.

WITNESS my hand and official seal.
[Signature]
Notary Public



My commission expires:
9/2/09

FREMONT COUNTY, LANDER, WY REC \$26.00
JULIE A FREESE, FREMONT COUNTY CLERK

05/31/2006 #2006-1278106
09:38:57AM 5 OF 7

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing document was acknowledged before me by RYAN TWOMEY and
CHRISTY TWOMEY this 26th day of may, 2006.

WITNESS my hand and official seal.

Amber Seerley
Notary Public

My commission expires:

9/2/09



STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing document was acknowledged before me by JOHN MANDEL and
DONNA MANDEL this 26th day of may, 2006.

WITNESS my hand and official seal.

Amber Seerley
Notary Public

My commission expires:

9/2/09



FREMONT COUNTY, LANDER, WY REC \$26.00
JULIE A FREESE, FREMONT COUNTY CLERK

05/31/2006 #2006-1278106
09:38:57AM 6 OF 7

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing document was acknowledged before me by MERLIN MILLER and
LESLIE MILLER this 29th day of May, 2006.

WITNESS my hand and official seal

[Signature]
Notary Public

My commission expires:

9/2/09



STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing document was acknowledged before me by WINNERS CIRCLE, INC.,
by and through Gary Martin this 22nd day of May, 2006.

WITNESS my hand and official seal.

[Signature]
Notary Public

My commission expires:

9/2/09



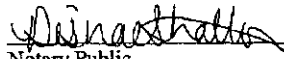
FREMONT COUNTY, LANDER, WY REC \$26.00
JULIE A FREESE, FREMONT COUNTY CLERK

05/31/2006 #2006-1278106
09:38:57AM 7 OF 7

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing document was acknowledged before me by TIMOTHY S. TROXEL
this 25 day of May, 2006.

WITNESS my hand and official seal.


Notary Public

My commission expires:

My Commission Expires
02/03/2010

