

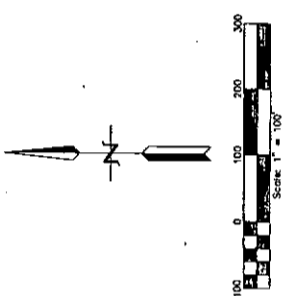


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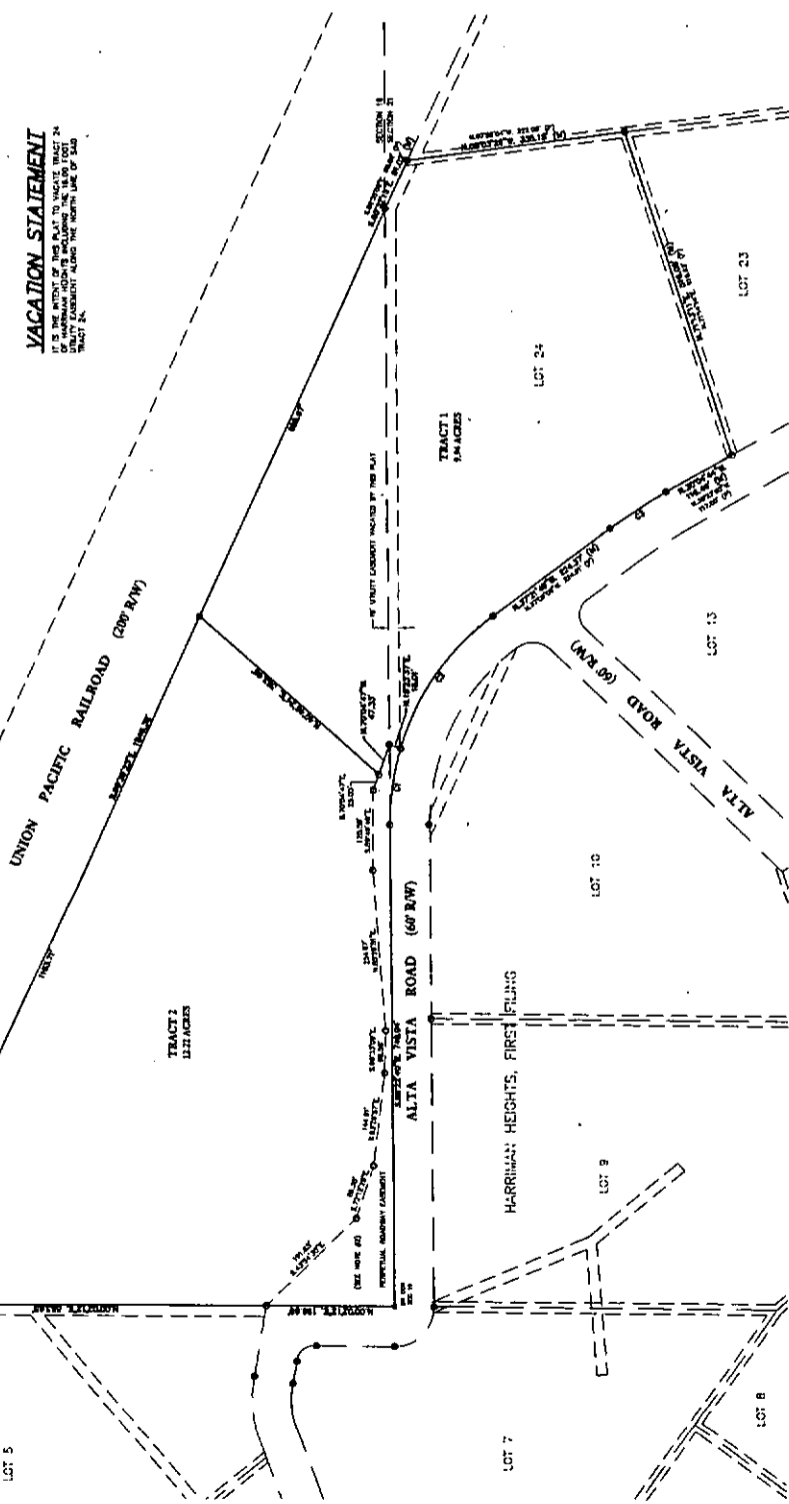
Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.

NO PUBLIC WATER OR WASTEWATER SYSTEMS ARE PROPOSED
NO PUBLIC MAINTENANCE OF ROADS
FIRE PROTECTION PROVIDED BY FIRE DISTRICT NO. 10



- NOTES**
- 1) BASE OF RECORDS - WEST LINE OF SECTION 18 HAVING A BEARING OF N40°21'17"E.
 - 2) THE PROPERTY IS CURRENTLY OCCUPIED BY THE HARRIMAN HEIGHTS HOMEOWNERS ASSOCIATION INCORPORATED IN THE STATE OF WYOMING. THE OFFICE ASSOCIATION RECORDS 98-13-08 IN BOOK 3075 PAGE 887.
 - 3) SUBJECT PROPERTY DOES NOT FALL WITHIN SPECIAL 100 YEAR FLOOD ZONE AS SHOWN ON FLOOD MAP PANEL NO. 480201038P DATED JANUARY 17, 2002.

VACATION STATEMENT
OF HARRIMAN HEIGHTS FIRST FILING
AND A REPLAT OF LOT 24
SITUATED IN A PORTION
OF SECTION 16,



LEGEND

- SET BY S.S. LIND REBAR WITH 1/2" DIA. STEEL
- FOUND 1" ALUMINUM CAP
- FOUND OLD STAKE
- FOUND BRASS CAP
- FOUND 'Y' MARK
- (P) BENCHMARK

DATE: MARCH 11, 2009
BY: *John A. Stahl*

CURVE TABLE

NUMBER	DELTA	ANGLE	CHORD	DIRECTION	TANGENT	ARC LENGTH	CHORD LENGTH
1	118.57	118.57	118.57	N 118.57° W	118.57	118.57	118.57
2	118.57	118.57	118.57	N 118.57° W	118.57	118.57	118.57
3	118.57	118.57	118.57	N 118.57° W	118.57	118.57	118.57

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT John R. Cook, Trustee, under that certain deed of dedication, dated and recorded as above, has caused the following to be recorded: The Andreus L. Cook Revocable Trust Agreement dated March 29, 1989, a 7th amended interest, and the Andreus L. Cook Revocable Trust Agreement dated and recorded as above, and the portion of the Southwest Quarter (SW^{1/4}) of Section 16, Township 12 North, Range 70 West of the 6th P.M., Laramie County, Wyoming, more particularly described as follows:

Beginning at the southwest corner of said Section 16; thence N40°21'17"E, along the west line of said Section 16, a distance of 760.53 feet to the southerly right-of-way line of the Union Pacific Railroad; thence S33°02'31"W, along said southerly right-of-way, a distance of 1848.38 feet to the point of beginning; thence S11°52'17"W, along said southerly right-of-way, a distance of 1885.53 feet to the point of beginning; all containing 22.19 acres more or less.

Now caused the same to be surveyed, and being as HARRIMAN HEIGHTS 2ND FILING, do hereby declare said subdivision of said land as it appears on this plat, to be their free act and deed and in accordance with their desires and grant the easements for the purposes indicated hereon.

ACKNOWLEDGEMENT

STATE OF WYOMING }
COUNTY OF LARAMIE } SS

The dedication instrument was acknowledged before me this 3rd day of March, 2009, by John R. Cook, Trustee of the Andreus L. Cook Revocable Trust and Andreus L. Cook, Trustee of the Andreus L. Cook Revocable Trust.

[Signature]
Notary Public, Laramie County, Wyoming.



APPROVALS

Approved by the Laramie County Planning Commission this 3rd day of April, 2009.

[Signature]
County Clerk

Approved by the Board of County Commissioners of Laramie County, Wyoming, this 3rd day of April, 2009.

[Signature]
County Clerk

CERTIFICATE OF SURVEYOR

I, John A. Stahl, Registered Professional Land Surveyor in the State of Wyoming, do hereby certify that the foregoing plat and description of the same were prepared from original data and deeds of record, that I have personally conducted a field survey of the same and that the same are true and correct to the best of my knowledge and belief, and that the same are in accordance with the law and the rules and regulations of the State of Wyoming.



**HARRIMAN HEIGHTS
2ND FILING**

SITUATED IN A PORTION
OF THE SW^{1/4} SECTION 16,
T.12N., R.70W., OF THE 6TH P.M.,
AND A REPLAT OF LOT 24,
HARRIMAN HEIGHTS, FIRST FILING,
LARAMIE COUNTY, WYOMING.

PREPARED MARCH, 2009

STEEL SURVEYING SERVICES, LLC
PROFESSIONAL LAND SURVEYORS
1102 WEST 19th STREET, P.O. BOX 8070
PHOENIX, AZ 85061-8070

RECORDED MARCH 11, 2009 AT 10:30 AM IN BOOK 3075 PAGE 887

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

**EXTENSION AND DECLARATION OF PROTECTIVE COVENANTS
AND
HOMEOWNER'S ASSOCIATION**

This Extension and Declaration of Protective Covenants and Homeowner's Association is entered into between Joe and Rose Marie Moore (husband and wife) and John and Andrea Cook (husband and wife) as owners of Lots 1 and 2, Harriman Heights, Second Filing respectively, and the Harriman Heights Homeowner's Association.

A. In early 2009, John R. Cook as trustee of the John R. Cook revocable trust U/A dated 6-05-06 and Andrea L. Cook as trustee of the Andrea L. Cook revocable trust U/A dated 3-24-99 (the Cooks) as owners of Lot 24, Harriman Heights, First Filing, Laramie County, Wyoming (Lot 24) did purchase approximately 15 acres of State property (State property) adjacent to and touching Lot 24.

B. In March 2009, a survey and replat of Lot 24 and the State property were completed. In such replat Lot 24 and the State property were combined and divided into two (2) separate lots. Together the same became known as Harriman Heights 2nd Filing, Lots 1 and 2 (such lots may also be referred to herein as site, acreage, and tract).

C. On July 2, 2010, the Cooks conveyed Lot 2 of Harriman Heights 2nd Filing to Joseph C. Moore Jr. and Rose Marie L. Moore.

D. On September 19, 2009, pursuant to action taken by a unanimous vote of the landowners and approval for execution of this document by the Board of Directors of the Harriman Heights Homeowners Association at a meeting regularly convened and held for that purpose, the Declaration of Protective Covenants of the Harriman Heights Homeowners Association, filed on the 12th day of August, 1969, in the office of the County Clerk of Laramie County, Wyoming as Book 896 Page 76 and filed in the office of the County Clerk and Recorder of Deeds of Larimer County, Colorado, are hereby geographically extended to include the following additional lands owned by the undersigned who hereby adopt and consent to inclusion under the Harriman Heights Homeowner's Association and *Declaration of Protective Covenants* and consent to, and adopt the rights, duties, protective covenants, and by-laws appertaining thereto, and as may be amended from time to time. (See *By-Law Harriman Heights Homes Association* attached hereto as Exhibit A.) Such protective covenants include the following:

Page 1 of 5



RECORDED 7/29/2010 AT 10:03 AM REC# 549592 BK# 2175 PG# 1475
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 10

1. The buyer of any site will not resell his site without first giving at least thirty (30) days written notice to the Harriman Heights Homeowner's Association and the Harriman Heights Homeowner's Association shall have the first right to buy said site on the same terms as otherwise offered.

2. No excavation for stone, gravel or earth shall be made on any site except to excavate and grade for the purpose of building a home.

3. All lavatories and or toilets shall be built indoors and connected with an outside septic tank, septic pool or system approved by the Harriman Heights Homeowner's Association.

4. No residence of any kind of what is commonly known as boxed or sheet metal construction shall be built on any lot or tract unless the same shall be covered over on the outside walls with stucco, weatherboard, brick, stone or other veneer material and with the approval of the Architectural Control Committee of the Harriman Heights Homeowner's Association. No building shall be moved onto any lot or tract without the consent of the Harriman Heights Homeowner's Association.

5. No manufacturing or commercial enterprise or enterprises of any kind for profit shall be maintained upon, in front of or in connection with any site hereby conveyed nor shall said site in any way be used for other than strictly residential purposes. This shall not be construed, however, as preventing the practice of medicine.

6. No part of any site shall be used or occupied injuriously to affect the use, occupation or value of the adjoining or adjacent site for residential purposes or the neighborhood wherein said site is situated.

7. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Travel by licensed or unlicensed ATVs, three-wheelers, four-wheelers, motorized dirt bikes and the like, on or off roadways and driveways within Harriman Heights, shall be prohibited at to all non-residents and kept to a minimum (i.e. for transportation purposes only) as to all residents of Harriman Heights. All such vehicles must be driven slowly and only by licensed operators. All vehicles operated within Harriman Heights must be equipped with adequate mufflers.

8. No cow, hog, goat or similar animal shall be kept or maintained on any site or any portion thereof, nor shall any chicken yard be maintained thereon.

9. No signs, billboards, or advertising devices except those used in the sale of property sites, shall be placed on any site or building on any site except such signs as to identify the ownership of said sites.



10. No fence made of iron posts and barb wire shall be erected or maintained on any site.

11. Not more than one residence shall be erected or constructed upon any site except that any owner may also erect a guest home on their site.

12. Nothing but a single private dwelling or residence designed for the occupancy of one family shall be erected on any site.

13. No structure of a temporary character shall be used as a residence.

14. No building shall be placed less than 150 feet from the property line of any site without the permission of the Harriman Heights Homeowner's Association.

15. All plans and specifications for buildings to be constructed on any site shall be submitted to the Harriman Heights Homeowner's Association and their approval obtained before construction work for said building shall commence.

16. These restrictions, reservations and covenants are made for the benefit of any and all persons who may own, or may hereafter own, sites in the above described property and such persons are specifically given the right to enforce these restrictions, reservations and covenants.

17. No site may be subdivided.

18. There shall be no hunting or use of firearms on any site on the above described property.

19. No mobile home shall be converted to a permanent dwelling on any site without the approval of the Harriman Heights Homeowner's Association.

20. The purchaser of any site will not cut down any trees or bushes except to remove dead trees and bushes or except for the purpose of building a residence.

21. No horse, pony, mule, or like animal will be maintained on any site.

22. The owner of the site will not block or damage any water shed, or change any rock formations other than making rock gardens or improving the site.

23. No purchaser of a site will maintain any private dump or dump grounds on any site nor will they abandon any old car on any site.

E. The foregoing land to be added to the area covered by the Harriman Heights Homeowners Association and Declaration of Protective Covenants is as follows:

1. Owners: John R. Cook and Andrea L. Cook
200 Alta Vista Rd.
Granite Canyon, WY 82059

Property: Harriman Heights, Second Filing, Lot 1, 9.94 acres M/L,
situated in a portion of the SW 1/4 of Section 16, Township 12N,
Range 70W of the 6th P.M. Laramie County, Wyoming.

2. Owners: Joseph C. Moore Jr. and Rose Marie L. Moore
208 Alta Vista Rd.
Granite Canyon, WY 82059

Property: Harriman Heights, Second Filing, Lot 2, 12.22 acres M/L,
situated in a portion of the SW 1/4 of Section 16, Township 12N,
Range 70W of the 6th P.M. Laramie County, Wyoming.

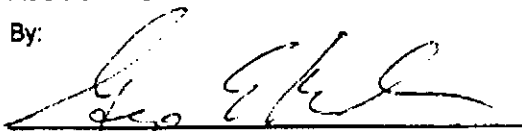
F. All rights, benefits, terms and restrictions contained herein and of the Harriman Heights Homeowners Association and its Declaration of Protective Covenants shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

G. Severability. In the event that any covenant and/or provision of this Agreement (or portion thereof) is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such covenant and/or provision (or part thereof) shall be enforced to the extent possible consistent within the stated intention of the Parties, or if incapable of such enforcement, shall be deemed to be deleted from this Agreement, while the remainder of this Agreement shall continue in full force and remain in effect according to its stated terms and conditions.

IN WITNESS WHEREOF, the parties hereunto have undertaken, approved and executed the foregoing on this the 15th day of July, 2010.

BOARD OF DIRECTORS OF THE
HARRIMAN HEIGHTS HOMEOWNERS
ASSOCIATION

By:



George Nickerson, President

Attest:



Joan Brummond, Secretary

(NO SEAL) Betsey Nickerson

RECORDED 7/29/2010 AT 10:03 AM REC# 549592 BK# 2175 PG# 1478
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 4 OF 10

John R. Cook
John R. Cook, Owner

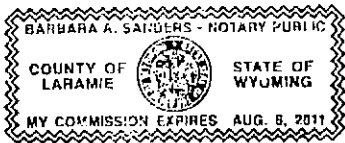
Andrea L. Cook
Andrea L. Cook, Owner

Joseph C. Moore Jr.
Joseph C. Moore Jr., Owner

Rose Marie L. Moore
Rose Marie L. Moore, Owner

State of Wyoming)
)ss
County of Laramie)

The foregoing instrument was subscribed and sworn before me by John R. Cook and Andrea L. Cook, owners, this 28th day of July, 2010.



Barbara A. Sanders
Notary Public

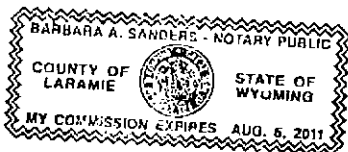
My Commission Expires: Aug 5, 2011

State of Wyoming)
)ss
County of Laramie)

The foregoing instrument was subscribed and sworn before me by Joseph C. Moore Jr. and Rose Marie L. Moore, owners, this 28th day of July, 2010.

Barbara A. Sanders
Notary Public

My Commission Expires: Aug 5, 2011



BY LAWS HARRIMAN HEIGHTS HOMES ASSOCIATION

ARTICLE I
MEMBERSHIP

1.01 *The members of the Association shall be such persons (natural and corporate) as are property owners in the Harriman Heights Subdivision and in such additional area as the organization may be extended by members.*

1.02 *Any person claiming to be a member of the Association shall establish his or her right to membership to the satisfaction of the secretary of the Association.*

1.03 *No membership or initiation fee shall be charged, nor shall members be required to pay at any time any amount to carry on the business of the Association, except to pay when due the charges, assessments and special assessments as approved in accordance with these organizational by-laws.*

ARTICLE II
VOTING AND VOTING RIGHTS

2.01 *Each member of the Association shall have one vote upon all matters subject to one vote for each building site owned by such member. If a member of the Association owns multiple sites, said member is entitled to one vote for each developed site owned. 'Developed' is defined, for the purpose of these by-laws, as having a building intended for human habitation.*

2.02 *Any member who is delinquent in the payment of any charges duly levied by the Association against a building site owned by such member shall not be entitled to vote until all such charges, together with such reasonable penalties as the Board of Directors of the Association may impose, have been paid.*

2.03 *Members shall vote in person or by proxy executed in writing by the member.*

2.04 *No proxy shall be valid after eleven months from the date of its execution.*

2.05 *A corporate member's vote may be cast by the president of the member corporation or by any other officer or proxy appointed by the president or designated by the Board of Directors of such corporation.*

2.06 *Where directors or officers are to be elected by the members, such elections may be conducted by mail.*



ARTICLE III
MEETING OF MEMBERS

3.01 *The meetings of members shall be held from time to time but not less often than semi-annually at a time and place established at least one month in advance by action of the Board of Directors.*

3.02 *Special meetings of the members may be called by the president, the Board of Directors, or by members having 1/10th of the votes entitled to be cast at such meeting.*

3.03 *Written notice stating the place, day and hour of the meeting, and in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten or more than fifty days before the date of the meeting either personally or by mail, by or at the direction of the president, the secretary, or the officer or persons calling the meeting, to each member entitled to vote at such meeting.*

3.04 *Members holding 51% of the votes entitled to be cast, present in person or represented by proxy, shall constitute a quorum at a meeting of members. A majority of the votes entitled to be cast by the members present in person or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the members.*

ARTICLE IV
DIRECTORS

4.01 *The affairs of the Association shall be managed by the Board of Directors, consisting of the president, the vice president and the secretary treasurer.*

4.02 *The Board of Directors may, by resolution adopted by a majority thereof, designate one or more committees, each committee to consist of not less than three members, which to the extent provided in said resolution shall have and may exercise, when the Board of Directors is not in session, the powers of the Board of Directors in the management of the affairs of the Association*

4.03 *All meetings of the Board of Directors shall be held at the residence of a member within the subdivision.*

4.04 *Meetings may be called by or at the request of the president or any two directors at such place as the person or persons calling the meeting shall designate, and if no place is designated, the meeting shall be held at the principal office of the Association.*

4.05 *Notice of any meeting shall be given by oral or written notice delivered personally or mailed to be received at least forty - eight hours previous thereto. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting and objects thereto to the transaction of any business because the meeting is not lawfully called or convened.*

ARTICLE V
OFFICERS

- 5.01. *The officers of the Association shall consist of a president, vice president, and secretary treasurer. Such officers shall be elected ^{by the members of the Association} ~~annually~~ ^{every 2 years} by the members of the Association during the summer meeting and voting pursuant to Article II of the by-laws. Any two or more offices may be held by the same person except the offices of president and secretary treasurer and the offices of president and vice president. **THE OFFICERS OF THE ASSOCIATION SHALL BE THE BOARD OF DIRECTORS.** *The president of the Association shall be ex officio a member of the Board of Directors**
- 5.02 *Any officer or agent elected or appointed by the Board of Directors. May be removed by the Board of Directors whenever in its judgement the best interest of the Association shall be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights*
- 5.03 *A vacancy in any office because of death, resignation, removal, Disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.*
- 5.04 *The president shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. He or she shall, when present, preside at all meetings of the members.*
- 5.05 *The officers shall have such duties and functions as are generally held by such officers in non-profit homeowners associations and such additional duties as may be established by the Board of Directors. Additional officers and assistant officers shall have charge of and shall perform such duties as may be authorized by the Board of Directors and assigned to them by the president.*

ARTICLE VI
GENERAL ANNUAL CHARGE

6.01 All building sites shall be subject to a general annual charge determined on a per building site basis solely by the membership at an annual or special meeting for the purpose of defraying the costs and expenses of the Association in carrying out its slated purposes. If a member of the Association owns multiple sites, said member shall pay the general annual charge determined by the membership for each developed site.

'Developed' is defined as having a building intended for human habitation. The rate of the general annual charge shall be fixed, at an annual or special meeting, as sufficient to raise an amount which, in the judgment of the Board of Directors, may be required for the ensuing calendar year. Such charges shall be paid annually to the Association on or before the 1st day of January in each year. If not paid on or before such date the charge or assessment shall bear interest at the rate of 6% per annum from January 1 of such year until paid in full. Such general annual charge (based on each building site basis) cannot exceed \$120.00 per annum. Permission to exceed this amount can be granted by assenting vote of 2/3 of the Association members.

6.02 Property Lien Procedure. Any qualified owner(s) who fail to satisfy the Harriman Heights Homeowners annual dues will be subject to the following actions:

A. One year following the due date of the payment for dues, the secretary will send a certified letter (Return Receipt Requested) advising the owner(s) of the delinquency.

B. If full payment is not received within 90 days, a second certified letter (Return Receipt Requested) will be sent to the owner(s) regarding the delinquency.

C. If no payment is received after the 90 days following receipt of second letter by said owner(s), or if said owner(s) does not acknowledge acceptance of one or both letters at the address maintained as official correspondence with the Association, then the Board members shall approve the hiring of legal counsel to initiate appropriate lien action against the owner(s) property for payment of delinquent dues.

D. At any time during the above proceedings, the property owner(s) may request, for consideration, an extension of the delinquent dues for mitigating circumstances. Said extension may be approved by the Board members.



ARTICLE VII
PROPERTY RIGHTS

7.01 *Each member of the Association shall have such an interest in all of the property owned by the Association, if any, as is represented by the ratio of the number of votes to which said member is entitled to the total number of votes in this Association.*

ARTICLE VIII
ARCHITECTURAL CONTROL COMMITTEE

8.01 *An Architectural Control Committee, sometimes herein called the "Committee", shall be created and perpetuated by the Association. In the event any vacancy or vacancies occur in the membership of the Committee by reason of death, resignation or otherwise, the remaining members by majority vote may fill the same and until such vacancy or vacancies are filled the remaining members shall have and may exercise all of the powers of the Committee. If at any time the Committee has no members, the members of the Association at a meeting thereof, shall fill all vacancies upon the committee. All members of the committee shall be members of the Association owning and residing upon a building site subject to the Declaration of Conditions, Covenants, Restrictions and Easements for Harriman Heights Subdivision.*

8.02 *The functions and duties of the Committee shall be those assigned to it in the aforementioned Declaration of Conditions, Covenants, Restrictions and Easements, and generally to carry out the intents and purposes of such Declaration.*

ARTICLE IX
AMENDMENTS

9.01 *By-laws may be adopted, amended or repealed by the members of the Association.*

ARTICLE X
PROCEDURE

10.01 *The agenda for meetings shall be established by the president as subject to the further authority of the Board.*

10.02 *Meetings shall be conducted by Roberts Rules of Order.*

10.03 *Proxy voting by directors shall not be permitted.*



SUBDIVISION SETUP FORM



Subdivision Proper Name HARRIMAN HEIGHTS SECOND FILING

Received from STEIL SURVEYING SERVICES, INC

Grantor JOHN R COOK TRUST, ANDREA L COOK TRUST Document Date 5-19-09

Grantee IN RE HARRIMAN HTS 02F

Legal Description PTN SW4 SEC16 T12N R70W;L24 HARRIMAN HTS 01F

SUBDIVISION INFORMATION

Short Alpha Name HARRIMAN HTS 02F Number 3107

Block Name NONE Lot Name TRACT

Replats Previous Platting Y/N Defunct Subdivision Y/N

Covenants Book/Page _____ Old Hard Copy Book/Number COMP

ABSTRACTING INFORMATION

For suffix 40-69 (Existing Parcels Affected)

TWN/SUBD	RNG/BLOCK	BEGIN SEC/LOT	END SEC/LOT	RV SW
<u>12</u>	<u>70</u>	<u>16</u>		
<u>1508</u>	<u>NONE</u>	<u>24</u>		

For suffix 70-99 (New Parcels Created)

BLOCK #	BEGIN LOT	END LOT	BLOCK #	BEGIN LOT	END LOT
<u>3107</u>	<u>NONE</u>	<u>1</u>	<u>2</u>		

