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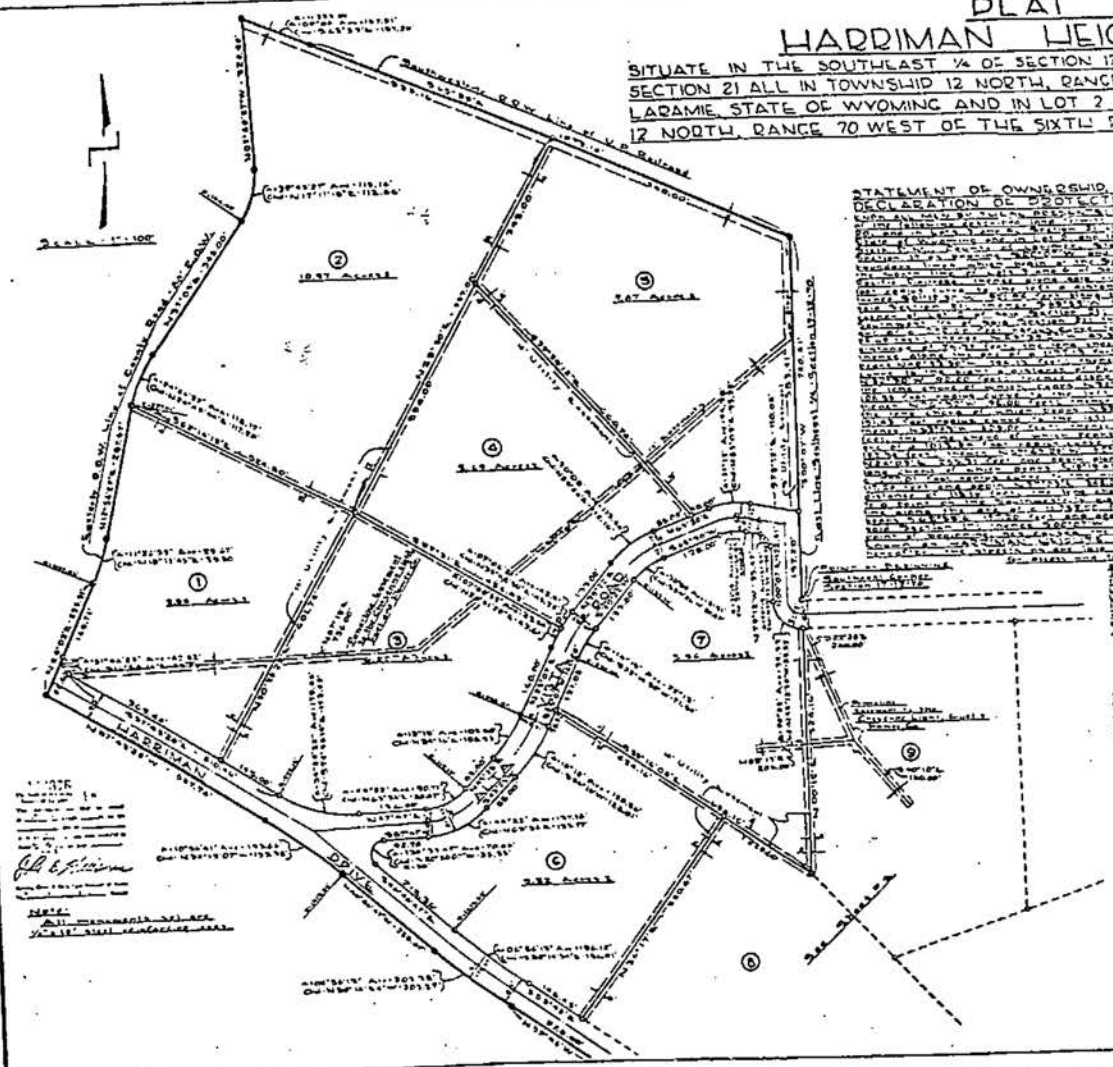
245 Storey Boulevard
Cheyenne, WY 82009
307-635-1181

PLAT OF THE
HARRIMAN HEIGHTS, FIRST FILING

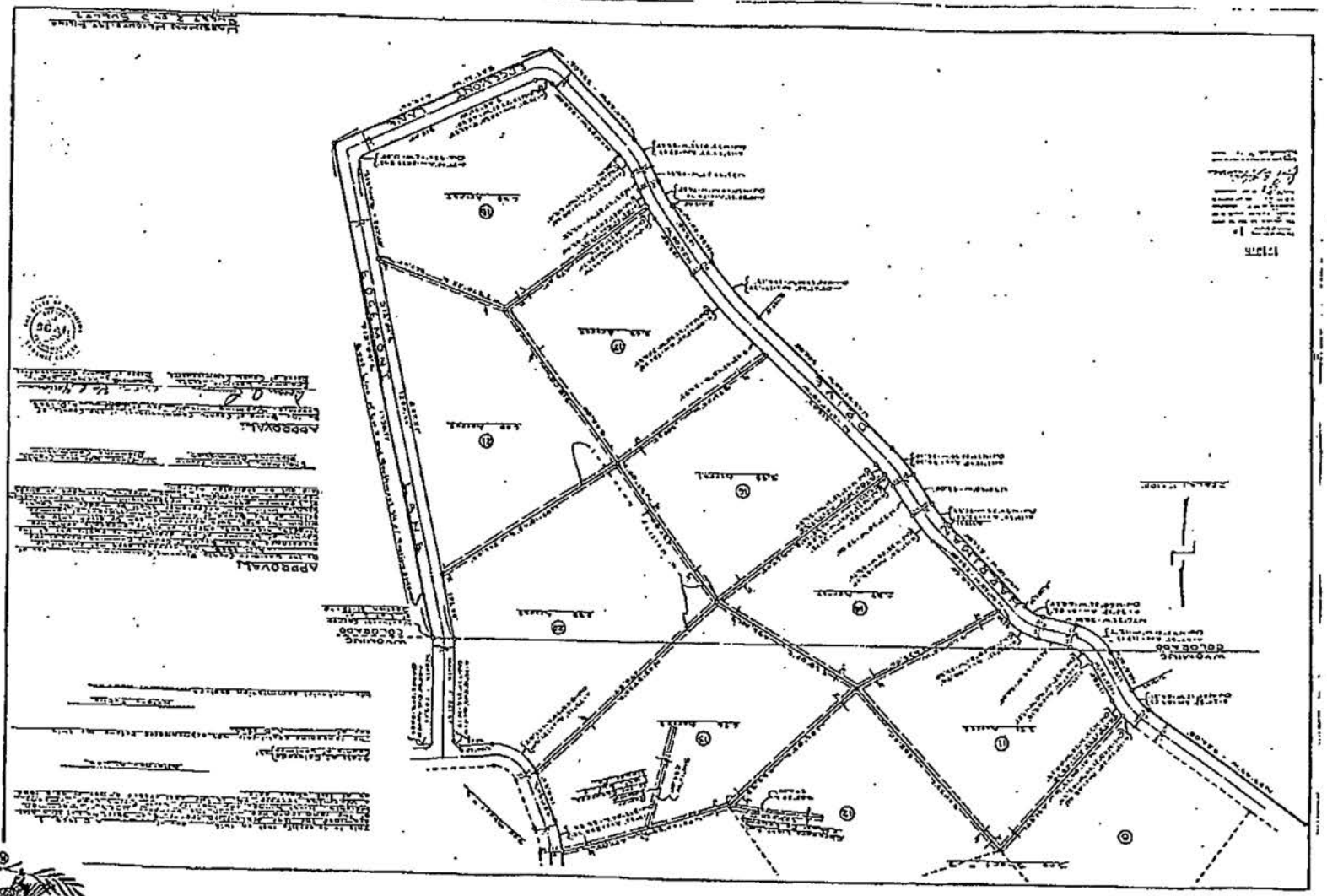
SITUATE IN THE SOUTHEAST ¼ OF SECTION 17, AND IN LOT 1, SECTION 20, AND IN LOTS 3 AND 4, SECTION 21 ALL IN TOWNSHIP 12 NORTH, RANGE 70 WEST OF THE SIXTH P.M., COUNTY OF LARAMIE, STATE OF WYOMING AND IN LOT 2 AND THE SOUTHWEST ¼ OF SECTION 21, TOWNSHIP 12 NORTH, RANGE 70 WEST OF THE SIXTH P.M., COUNTY OF LARIMER, STATE OF COLORADO

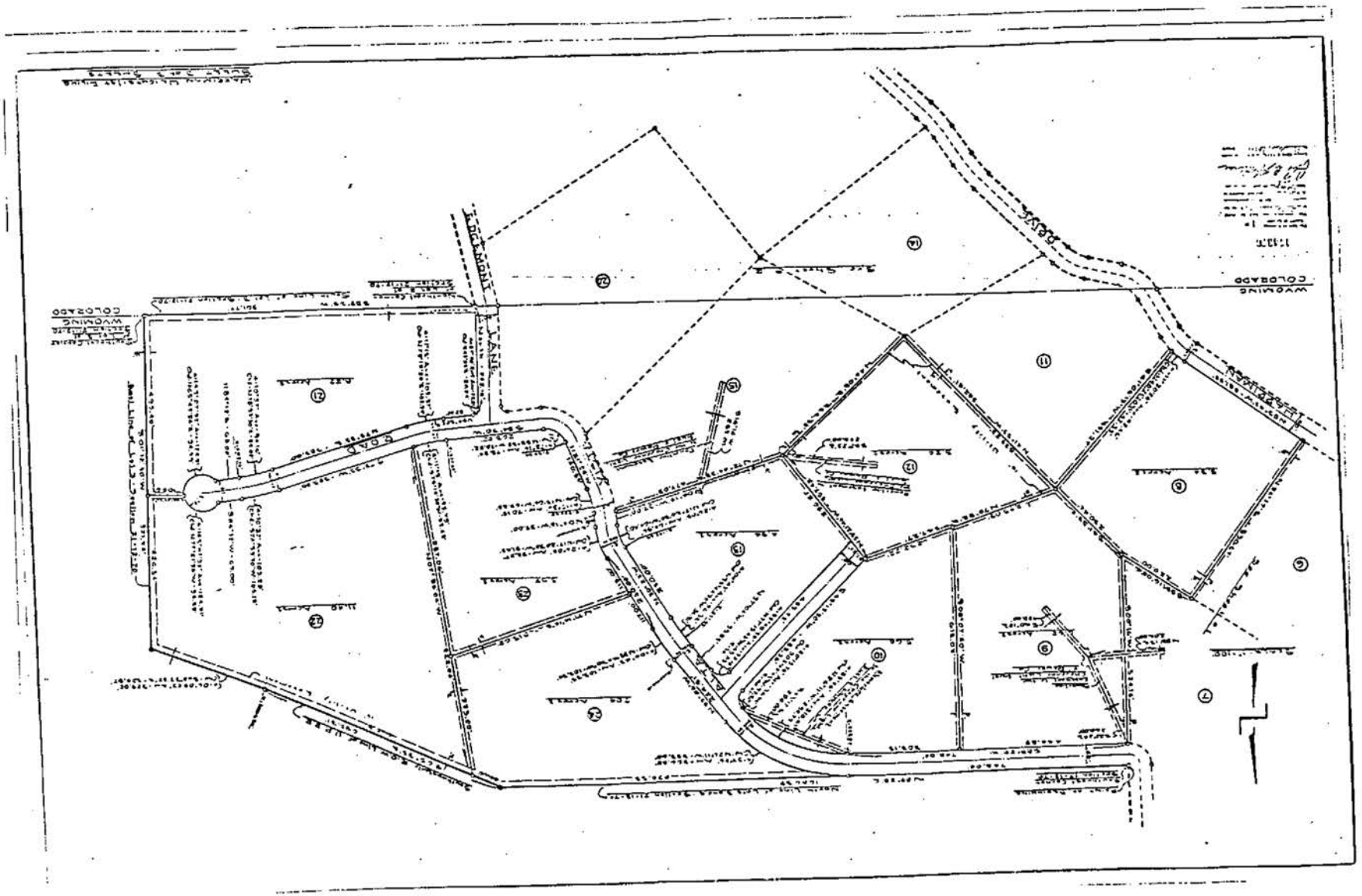


STATEMENT OF OWNERSHIP, SUBDIVISION, DEDICATION, AND DECLARATION OF PROTECTIVE COVENANTS

ENGINEER'S CERTIFICATE:

HARRIMAN HEIGHTS 1st FILING
SHEET 1 OF 2 SHEETS





RECORDED AUG 12 1969 AT 2:54 O'CLOCK P.M.

RECEPTION NO. 178463 JOHN B. HUISMAN, Recorder

BOOK 896

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: The North Plains Land Company, a Wyoming Corporation, being the owner in fee of an area known as Harriman Heights Ranchettes, located in Laramie County, Wyoming, and described as follows:

A tract of land situate in the Southeast 1/4 of Section 17, and in Lot 1, Section 20, and in Lots 3 and 4, Section 21, all in Township 12 North, Range 70 West of the Sixth P.M., County of Laramie, State of Wyoming and in Lot 2 and the Southwest 1/4 of Section 21, Township 12 North, Range 70 West of the Sixth P.M., County of Larimer, State of Colorado, which considering the East line of the Southeast 1/4 of said Section 17 as bearing S 00° 07' W and with all bearings contained herein relative thereto is contained within the boundary lines which begin at the Southeast corner of said Section 17, and run thence N 89° 28' E 1686.59 feet along the North line of Lots 3 and 4 of said Section 21 to a point on the Southwesterly right-of-way line of the Union Pacific Railroad; thence along said right-of-way line, S 65° 35' E 695.31 feet, and again along the arc of a 3064.90 foot radius curve to the left a distance of 329.02 feet, the long chord of which bears S 68° 39'32" E 328.87 feet; thence S 01° 12' 30" W 921.94 feet along the East line of Lot 3 of said Section 21 to the Southeast corner of Lot 3 of said Section 21; thence S 89° 59' W 901.77 feet along the South line of lot 3 of said Section 21 to the Northeast corner of Lot 2 of said Section 21; thence S 12° 04' E 1350.71 feet along the East line of Lot 2 and the Southwest 1/4 of said Section 21; thence S 65° 36' W 649.46 feet; thence N 44° 23' W 331.02 feet; thence along the arc of a 272.60 foot radius curve to the right a distance of 89.09 feet, the long chord of which bears N 35° 01' 13" W 88.69 feet; thence N 25° 39' 27" W 43.58 feet; thence along the arc of a 412.04 foot radius curve to the left a distance of 74.38 feet, the long chord of which bears N 30° 49' 44" W 74.27 feet; thence N 36° 00' W 183.00 feet; thence along the arc of a 1137.13 foot radius curve to the left a distance of 194.39 feet, the long chord of which bears N 40° 53' 50" W 194.13 feet; thence N 45° 47' 40" W 500.00 feet; thence along the arc of a 373.23 foot radius curve to the right a distance of 86.60 feet, the long chord of which bears N 39° 08' 50" W 86.40 feet; thence N 32° 30' W 92.00 feet; thence along the arc of a 355.99 foot radius curve to the left a distance of 73.52 feet, the long chord of which bears N 38° 25' W 73.39 feet; thence N 44° 20' W 296.00 feet; thence along the arc of a 108.58 foot radius curve to the left a distance of 61.02 feet, the long chord of which bears N 60° 26' W 60.22 feet; thence N 76° 32' W 90.00 feet; thence along the arc of a 143.14 foot radius curve to the right a distance of 119.13 feet, the long chord of which bears N 52° 41' 30" W 115.72 feet; thence N 28° 51' W 117.00 feet; thence along the arc of a 151.43 foot radius curve to the left a distance of 65.63 feet, the long chord of which bears N 41° 17' W 65.21 feet; thence N 53° 43' W 528.00 feet; thence along the arc of a 1679.89 foot radius curve to the right a distance of 203.38 feet, the long chord of which bears N 50° 14' 54" W 203.27 feet; thence N 46° 46' 47" W

258.67 feet; thence along the arc of a 1013.84 foot radius curve to the left a distance of 193.66 feet, the long chord of which bears N 52° 15' 07" W 193.38 feet; thence N 57° 43' 28" W 527.76 feet; thence along the Easterly right-of-way line of the County Road, N 24° 03' E 255.31 feet, and again along the arc of a 499.06 foot radius curve to the left a distance of 99.67 feet, the long chord of which bears N 18° 19' 45" E 99.50 feet, and again N 12° 36' 27" E 287.47 feet, and again along the arc of a 277.01 foot radius curve to the right a distance of 118.17 feet, the long chord of which bears N 24° 49' 44" E 117.28 feet, and again N 37° 03' E 348.00 feet, and again along the arc of a 166.09 foot radius curve to the left a distance of 115.16 feet, the long chord of which bears N 17° 11' 18" E 112.86 feet, and again N 02° 40' 27" W 329.40 feet to a point on the Southwesterly right-of-way line of the Union Pacific Railroad; thence along said right-of-way line along the arc of a 11,259.0 foot radius curve to the right a distance of 157.21 feet, the long chord of which bears S 65° 59' E 157.20 feet, and again S 65° 35' E 1073.16 feet to a point on the East line of the Southeast 1/4 of said Section 17; thence S 00° 07' W 780.61 feet along the East line of the Southeast 1/4 of said Section 17 to the point of beginning, containing 173.7153 acres more or less.

do hereby covenant and agree that all of said land and all lots therein are held subject to and with the benefit of all the restrictions, conditions, covenants, charges and agreements contained within the Delaration of Protective Covenants, and it does hereby covenant and agree that said land now owned by it shall be subject to the covenants and restrictions hereinafter set forth. For the purposes of this Declaration of Protective Covenants, site shall mean any lot, acreage, tract or otherwise conveyed by the North Plains Land Company of the above described property.

1. The Buyer of any site will not resell his site without first giving at least thirty (30) days written notice to the North Plains Land Company and the North Plains Land Company 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 North Plains Land Company.

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 North Plains Land Company. No building shall be moved onto any lot or tract without the consent of the North Plains Land Company.

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 in medicine.

6. No part of any site shall be used or occupied injuriously to effect the use, occupation or value of the enjoining 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.

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 house 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 permission of the North Plains Land Company.

15. All plans and specifications for buildings to be constructed on any site shall be submitted to the North Plains Land Company 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 conveyed by the North Plains Land Company as part of the above described property shall be sub-divided.

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 North Plains Land Company.

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.

Dated this 11 day of August, 1969. Signed, sealed and delivered in the presence of:

NORTH PLAINS LAND COMPANY

WITNESS

By: Abe Rosenberg
Its President

W. Norris
Secretary

CORPORATION ACKNOWLEDGMENT

STATE OF WYOMING)
) SS:
COUNTY OF LARAMIE)

On this 11 day of August, 1969, personally appeared Abe Rosenberg, to me personally know, who, being by me duly sworn, did say that he is the President of North Plains Land Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Abe Rosenberg acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 11 day of August, 1969.

Notary Public

My commission expires on the 14 day of Dec A.D. 19 69.

030339

State of Wyoming)
) ss.
County of Laramie)

State of Colorado)
) ss.
County of Larimer)

RECEIVED
LARAMIE
CHEYENNE

'87 JUN 22 PM 1 02

WAIVER AND RELEASE OF PROTECTIVE COVENANTS
CONTAINING RIGHT OF REPURCHASE OF LOTS

In consideration of the premises, and for other good and valuable consideration, the undersigned as last directors of North Plains Land Company, a dissolved Wyoming corporation, do hereby release, extinguish and void all rights derived from Section 1 of Protective Covenants for Harriman Heights, First and Second Filings:

> As recorded in Book 896, page 76, of the records of the County Clerk, Laramie County, Wyoming, and if otherwise recorded also in Larimer County, Colorado,

as hereby forever releasing any right or option to repurchase lots within the Harriman Heights Subdivision, First and Second Filings, Laramie County, Wyoming, and Larimer County, Colorado.

Dated this 18 day of ~~December~~ May, 1987.

NORTH PLAINS LAND COMPANY, a dissolved Wyoming corporation,

By: _____
Abe Rosenberg

_____
James W. Norris

_____
Robert Mordahl

LAST DIRECTORS

State of Wyoming)
) ss.
County of Laramie)

Subscribed and sworn to before me by Abe Rosenberg, James W. Norris, and Robert Mordahl.

KATHY DANIELS NOTARY PUBLIC LARAMIE COUNTY, WYOMING

_____
Notary Public

My Commission expires: 1-6-90

RCPTN # 90050533 11/02/90 13:35:37 # PAGES - 4 FEE - $20.00
M RODENBERGER RECORDER, LARIMER COUNTY CO STATE DOC FEE - $.00

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

RECEIVED
LARAMIE COUNTY
CHEYENNE, WY.
91 JAN 15 PM 4 21
080115

EXTENSION OF DECLARATION OF PROTECTIVE COVENANTS

Pursuant to the action taken by a majority vote of the landowners and approval for execution of this document by the Board of Directors of the Harriman Heights Homeowners Association on June 3, 1990 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 Homeowners Association and Declaration of Protective Covenants and consent and adopt the rights and duties appertaining thereto.

The foregoing land to be added to the area covered by the Harriman Heights Homeowners Association and Declaration of Protective Covenants, as said lands initially were included in the Harriman Heights First and Second Filings, Laramie County, Wyoming and Larimer County, Colorado, is as follows:

A tract of land situate in the Southwest 1/4 of Section 21, Township 12 North, Range 70 West, of the Sixth P.M., Larimer County, Colorado, which, considering the South line of said Southwest 1/4 as bearing due East and West and with all bearings contained herein relative thereto, is contained within the boundary lines which begin at the South quarter corner of said Section 21 and run thence N 12° 04' W 790.00 feet along the East line of said Southwest 1/4; thence West 265.27 feet; thence South 421.16 feet; thence West 846.75 feet; thence South 351.39 feet to a point on the South line of said Southwest 1/4; thence East 1227.17 feet to the point of beginning, said tract containing 13.000 acres, more or less.

(Norman R. Black and Mary Black, husband and wife)

Tract 1: Beginning at a point on the East line of the Southwest 1/4 of said Section 21, which bears N 12° 04' W 1175.80 feet from the South 1/4 corner of said Section 21, and run thence N 12° 04' W 552.40 feet to a point on the Southerly right-of-way line of Edgemont Lane; thence along said Southerly right-of-way, S 65° 36' W 458.71 feet; thence S 40° 06' 40" E 498.83 feet; thence N 81° 43' 30" E 214.07 feet to the point of beginning, containing 3.8827 acres more or less, and being subject to all rights-of-way and easements as they now exist or of record.

WALT URBIGKIT
P.O. BOX 388
CHEYENNE, WYOMING 82003

BOOK 1297 1733

Tract 2: Beginning at a point which bears N 12° 04' W 1175.80 feet, and again S 81° 43' 30" W 214.07 feet from the South 1/4 corner of said Section 21, and run thence N 40° 06' 40" W 498.83 feet to the Southerly right-of-way line of Edgemont Lane; thence along said Southerly right-of-way, S 65° 36' W 190.75 feet; thence S 42° 18' E 72.50 feet to the approximate centerline of the existing road; thence along said centerline, S 02° 42' E 216.70 feet, and again S 57° 50' W 163.80 feet, and again S 05° 26' E 108.97 feet, and again S 68° 29' E 227.37 feet; thence leaving said right-of-way, run N 55° 04' 20" E 430.44 feet to the point of beginning, containing 4.4130 acres, more or less, and being subject to all rights-of-way and easements as they now exist or of record. All being a part of the Southwest 1/4 of Section 21, Township 12 North, Range 70 West of the 6th P.M., in Larimer County, Colorado.

Tract 3: Beginning at a point on the East line of the Southwest 1/4 (one-quarter) of said Section Twenty-one (21), which bears North 12° 04' West 790.00 feet from the South 1/4 (one-quarter) corner of said Section Twenty-one (21), and run thence North 12° 04' West 385.80 feet; thence South 81° 43' 30" West 214.07 feet; thence South 55° 04' 20" West 430.44 feet to a point on the approximate centerline of the existing road; thence along said centerline, South 68° 29' East 88.09 feet, and again South 59° 31' East 239.07 feet; thence leaving said right-of-way, run North 59° 50' East 106.60; thence East 265.27 feet to the point of beginning, containing 3.7832 acres, more or less, and being subject to all rights-of-way and easements as they now exist or of record. Being a part of the Southwest 1/4 (one-quarter) of Section 21, Township 12 North, Range 70 West of the 6th P.M., in Larimer County, Colorado.

(Lorin K. Henning and Beverly Jo Henning, husband and wife)

Undertaken, approved and executed this 30th day of June, 1990.

BOARD OF DIRECTORS OF THE HARRIMAN HEIGHTS HOMEOWNERS ASSOCIATION

By:

Annette E. Aldrich
President

Attest:

Secretary

(NO SEAL)

NORMAN R. BLACK

MARY BLACK

LORIN K. HENNING

BEVERLY JO HENNING

The foregoing instrument was acknowledged before me by Norman R. Black and Mary Black this 13th day of June, 1990.

Witness my hand and official seal.

Verna M. Geho — County of Laramie — Notary Public — State of Wyoming — My Commission Expires Aug. 22, 1993

NOTARY PUBLIC

My Commission Expires: 8-22-93

The foregoing instrument was acknowledged before me by Lorin K. Henning and Beverly Jo Henning this 8th day of June, 1990.

Witness my hand and official seal.

CAROL L. FOWLES - NOTARY PUBLIC — COUNTY OF LARAMIE — STATE OF WYOMING — My Commission Expires Sept. 17, 1992

NOTARY PUBLIC

My Commission Expires: Sept 17, 1992

B 4

The foregoing instrument was acknowledged before me by Annette E. Aldrich as President and attested thereto by Walter Urbigkit as Asst Secretary of the Harriman Heights Homeowners Association this 30 day of June, 1990.

Witness my hand and official seal.

CLERK, SUPREME COURT
SUPREME COURT BUILDING
CHEYENNE, WYOMING 82002

NOTARY PUBLIC

My Commission Expires:

COPY TO ASSESSOR

137024

RECEIVED
LARAMIE COUNTY
CHEYENNE, WY.

'94 FEB 25 PM 3 39

NOTICE REGARDING PROTECTIVE COVENANTS

This document pertains to those certain protective covenants recorded in book 896, pages 76-80 of the Laramie County, Wyoming, Land Records, recorded August 12, 1969, for Harriman Heights First Filing.

The Harriman Homeowners Association met on October 4, 1986, following due notice to all members of the association. At that meeting, members of the association discussed paragraph seven of the Declaration of Protective Covenants, which provides that: "No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or becomes an annoyance or nuisance to the neighbor."

During the meeting, the membership discussed licensed and unlicensed ATV's, 3-wheelers, 4-wheelers, motorized dirt bikes and the like as they pertain to paragraph seven of the Declaration of Protective Covenants and determined that a proposed resolution regarding the same should be discussed at the next meeting.

Thereafter, the association met again on November 8, 1986, following notice to all members of the association in the form of the minutes of the October 4, 1986, meeting of the association which were mailed to the homeowners together with a copy of the proposed amendment after the October 4, 1986, meeting.

At the November 8, 1986, meeting, pursuant to notice, the membership discussed the proposed language to be appended to paragraph seven of the Declaration of Protective Covenants. Objections to the proposed language were called for. Discussion was held and following the discussion the president of the association called for a vote. The result of the voting was to adopt the following as a clarification of paragraph seven of the Declaration of Protective Covenants:

> Travel by licensed or unlicensed ATV's, three-wheelers, four-wheelers, motorized dirt bikes and the like, on or off roadways and driveways within Harriman Heights, shall be prohibited as 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.

Keith Henning, President of Harriman Homeowner's Association, from October 4, 1986 to June 25, 1988, by his signature below, certifies that the attached document is the document appended to paragraph seven of the Declaration of Protective Covenants, as adopted by a vote of the membership at a legally constituted meeting, upon notice, held November 8, 1986.

DATED: September 24, 1993.

Keith Henning

STATE OF WYOMING)
)
COUNTY OF LARAMIE)

Sworn to before me by Keith Henning on September 24, 1993.

Stella A. Deeder, Notary Public

STELLA A. DEEDER - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES AUG. 12, 1997

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:

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 enjoining 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.

RECORDED 7/29/2010 AT 10:03 AM REC# 549582 BK# 2175 PG# 1476
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 2 OF 10

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

RECORDED 7/29/2010 AT 10:03 AM REC# 549592 BK# 2175 PG# 1477
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 3 OF 10

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, Owner

Andrea L. Cook, Owner

Joseph C. Moore Jr., Owner

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
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES AUG. 6, 2011

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

BARBARA A. SANDERS - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES AUG. 6, 2011

RECORDED 7/29/2010 AT 10:03 AM REC# 549592 BK# 2175 PG# 1479
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 5 OF 10

Exhibit A

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.

RECORDED 7/29/2010 AT 10:03 AM REC# 549592 BK# 2175 PG# 1480
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 6 OF 10

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 ore 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 thereat to the transaction of any business because the meeting is not lawfully called or convened.

RECORDED 7/29/2010 AT 10:03 AM REC# 549592 BK# 2175 PG# 1481
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 7 OF 10

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 biannually 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.

RECORDED 7/29/2010 AT 10:03 AM REC# 549592 BK# 2175 PG# 1482
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 8 OF 10

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.

RECORDED 7/29/2010 AT 10:03 AM REC# 549592 BK# 2175 PG# 1483
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 9 OF 10

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.

RECORDED 7/29/2010 AT 10:03 AM REC# 549592 BK# 2175 PG# 1484
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 10 OF 10