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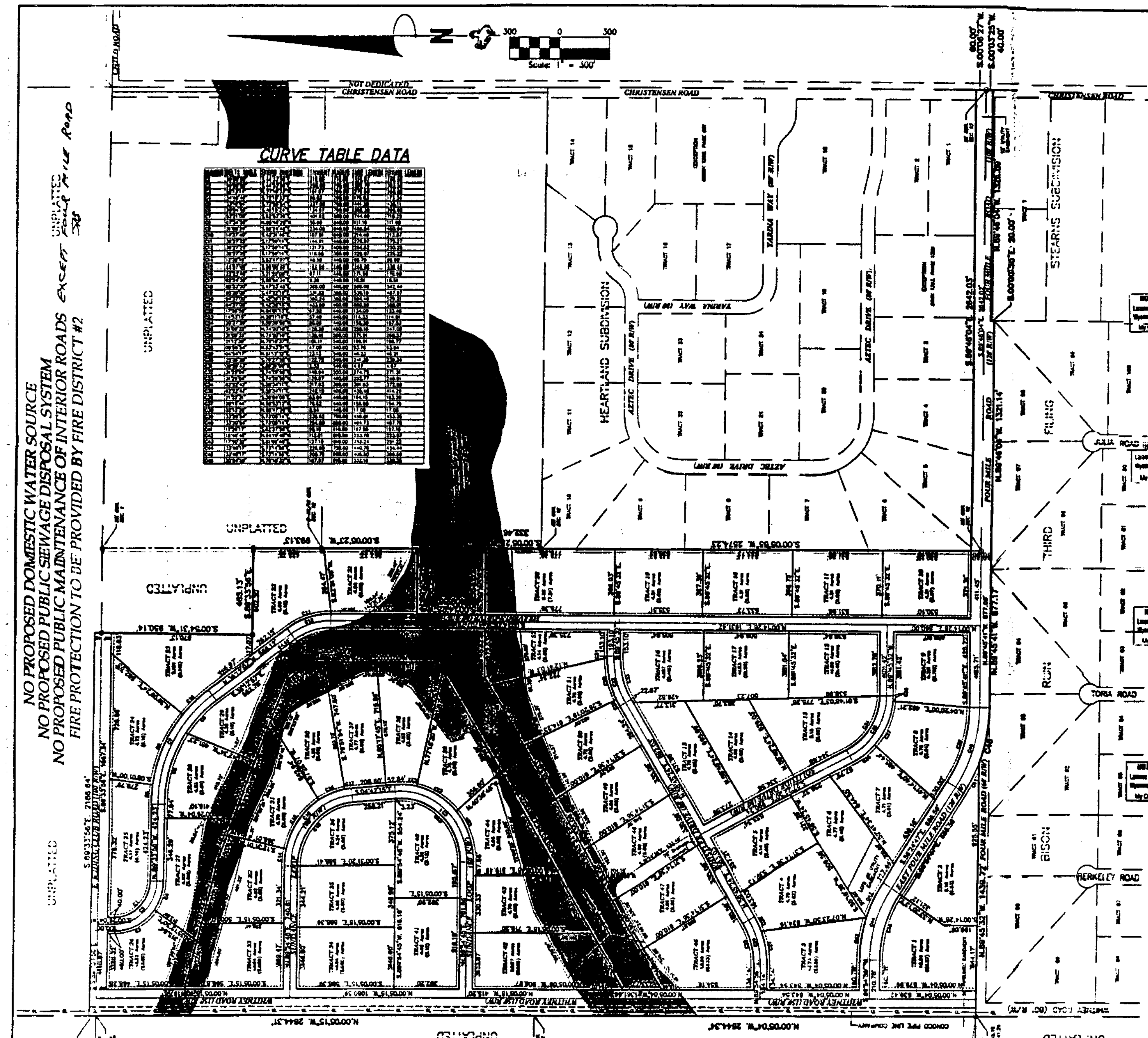
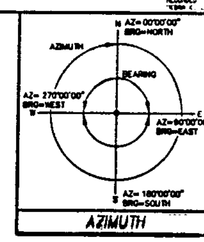
245 Storey Boulevard
Cheyenne, WY 82009
307-635-1181

RECORDED 3/10/2005 AT 8:16 AM REC# 411266 BK# 0 PG# 136
[illegible] LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 1



AZIMUTH



FILING RECORD

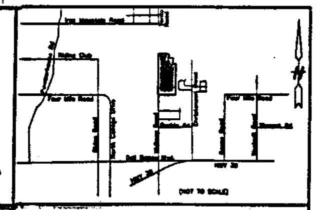
Reception 411266

The State of Wyoming }
County of Laramie } SS

This instrument was filed for record at 8:16 o'clock A.M. on the 10 day of March A.D. 20 05 and duly recorded in P/C 9 slot 136

County Clerk & Ex-Officio Register of Deeds
By [signature] Deputy

VICINITY MAP



ACKNOWLEDGEMENT

STATE OF Wyoming)
) SS
COUNTY OF Laramie)

The dedication was acknowledged before me this 9th day of March 2005, by Marilyn M. Woods, partner of The Marilyn M. Woods Family Partnership.

NOTARY OF STATE OF WYOMING — Laramie County, Wyoming — Jennifer Woods — My Commission Expires June 10, 2007

Jennifer Woods
Notary Public Laramie County Wyoming

My Commission Expires 6/10/07

STATE OF Wyoming)
) SS
COUNTY OF Laramie)

The dedication was acknowledged before me this 9th day of March 2005, by Winnie M. Woods, trustee of The Winnie M. Woods Living Trust.

NOTARY OF STATE OF WYOMING — Laramie County, Wyoming — Jennifer Woods — My Commission Expires June 10, 2007

Jennifer Woods
Notary Public Laramie County Wyoming

My Commission Expires 6/10/07

STATE OF Wyoming)
) SS
COUNTY OF Laramie)

The dedication was acknowledged before me this 9th day of March 2005, by Marilyn M. Caner.

NOTARY OF STATE OF WYOMING — Laramie County, Wyoming — Jennifer Woods — My Commission Expires June 10, 2007

Jennifer Woods
Notary Public Laramie County Wyoming

My Commission Expires 6/10/07

STATE OF Wyoming)
) SS
COUNTY OF Laramie)

The dedication was acknowledged before me this 9th day of March 2005, by Winnie M. Woods, member of WCW Estates, LLC.

NOTARY OF STATE OF WYOMING — Laramie County, Wyoming — Jennifer Woods — My Commission Expires June 10, 2007

Jennifer Woods
Notary Public Laramie County Wyoming

My Commission Expires 6/10/07

STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

The dedication was acknowledged before me this 4th day of March 2005, by Marc Woods, Sec./Treasurer of Horizon Homes, Inc., a Wyoming Corporation.

[signature] Notary Public, Laramie County, Wyoming

My Commission Expires 11-13-07

DEDICATION

KNOW ALL PERSON BY THESE PRESENTS THAT: The Marilyn M. Woods Family Partnership; Winnie M. Woods Living Trust; Marilyn W. Caner; WCW Estates, LLC, a Wyoming Limited Liability Company
and Horizons Homes Inc., a Wyoming Corporation, owners in fee simple of a Replat of a portion of Tract 1, Stearns Subdivision; a replat of a portion of Four Mile Road; a portion of the SW¼ Section 1; a portion of the West Half and the SE¼ of Section 12, Township 14 North, Range 66 West of the 6th P.M., Laramie County, Wyoming, more particularly described as follows:

Beginning at the southwest corner of said Section 12; thence N.00°05'04"W., along the west line of said Section 12, a distance of 2644.34 feet to the west quarter corner of said Section 12; thence N.00°05'15"W., along the west line of said Section 12, a distance of 2644.31 feet to the northwest corner of said Section 12; thence N.00°17'49"E., along the west line of said Section 1, a distance of 40.00 feet; thence S.89°33'56"E., a distance of 2186.64 feet; thence S.00°54'31"W., a distance of 950.14 feet; thence S.89°33'56"E., a distance of 485.13 feet to the east line of said West Half; thence S. 00°05'23"W., along said east line, a distance of 993.13 feet; thence N.89°45'32"W., a distance of 362.94 feet; thence S.00°14'28"W., a distance of 409.58 feet; thence S.89°45'32"E., a distance of 364.02 feet to the east line of said West Half; thence S.00°05'23"W., along said east line, a distance of 332.46 feet to the center quarter corner of said Section 12; thence S.00°05'55"W., along said east line, a distance of 2574.23 feet to a point 60.00 north of the south quarter corner of said Section 12; thence S.89°46'04"E; 60.00 feet north of and parallel with the south line of said Section 12, a distance of 2642.03 feet to the east line of said Section 12; thence S.00°06'27"W., along said east line, a distance of 60.00 feet to the southeast corner of said Section 12; thence S.00°03'25"W., along the east line of Section 13, a distance of 40.00 feet; thence N.89°46'04"W., a distance of 1321.09 feet to the west line of said Tract 1; thence S.00°00'35"E., along said west line, a distance of 20.00 feet; thence N.89°46'04"W., a distance of 1321.14 feet; thence N. 89°45'41"W., a distance of 877.17 feet; thence northwesterly a distance of 322.19 feet along a curve concave to the northeast, having a radius of 910.00 feet and a central angle of 20°54'56" (chord bearing of N.79°18'32"W., chord distance of 330.35 feet) to the south line of said Section 12; thence N.89°45'32"W., along said south line, a distance of 1439.72 feet to the point of beginning. Containing 318.23 acres more or less.

Have caused the same to be surveyed, platted and known as HERITAGE HILLS, do hereby declare the subdivision of said land as it appears on this plat to be their free act and deed and in accordance with their desires, and do hereby dedicate the roads to the public and grant the easements for the purposes indicated hereon.

Marilyn M. Woods
The Marilyn M. Woods Family Partnership

Winnie M. Woods, Trustee
Winnie M. Woods, Living Trust

Marilyn W. Caner

Winnie M. Woods, member
WCW Estates, LLC

Marc Woods, Sec./Treasurer
Horizons Homes, Inc.

APPROVALS

Approved by the Cheyenne-Laramie County Regional Planning Commission this 9th day of December 2004.

Brad Emmons
Development Director

Approved by the Board of County Commissioners of Laramie County, Wyoming, this 4th day of January 2005.

Chairman

ATTEST: County Clerk

CERTIFICATE OF SURVEYOR

I, John A. Steil, Registered Professional Land Surveyor in the State of Wyoming, hereby certify that this plat of HERITAGE HILLS was prepared from official plats and deeds of record and from notes of a field survey conducted by me or under my direct supervision during the month of MAY, 2004, that the monuments are set or found as shown and that this plat correctly represents said survey of the land depicted hereon to the best of my knowledge.

Professional Land Surveyor — John A. Steil — 2500 — Wyoming

LEGEND

- ○ SET ⅝" x 24" LONG REBAR WITH 1½" ALUMINUM CAP STAMPED "SSS PLS 2500"
- ● FOUND 1½ ALUMINUM CAP STAMPED "PELS 667"
- ● FOUND ½" IRON PIPE
- ● FOUND 2" BRASS CAP STAMPED "LS 519"
- ▲ CITY OF CHEYENNE CONTROL MONUMENT

HERITAGE HILLS

A REPLAT OF A PORTION OF TRACT 1, STEARNS SUBDIVISION; A REPLAT OF A PORTION OF FOUR MILE ROAD: A PORTION OF THE SW¼SW¼ OF SECTION 1; A PORTION OF THE WEST HALF AND THE SE¼ OF SECTION 12, T.14N., R.66W., OF THE 6th P.M., LARAMIE COUNTY, WYOMING.

PREPARED OCTOBER, 2004

STEIL SURVEYING SERVICES, LLC
PROFESSIONAL LAND SURVEYORS
1102 WEST 19th STREET P.O. BOX 2073
PH(307)634-7273 CHEYENNE, WY. 82003

DEQ NOTES:

1.) Potential buyers/lot owners are advised to hire a reputable well drilling contractor and construct/complete their well within guidelines described in State Engineer's Office Rules and Regulations, Part III, Water Well Minimum Construction Standards. An approved permit from the Wyoming State Engineer's Office is required prior to drilling of a water well.

2.) The proposed subdivision is located within the "North Cheyenne Study Area." Domestic and stock wells are being approved by the State Engineer's Office within the area; however, an affidavit from the applicant is required to accompany each application. Special conditions and limitations regarding construction standards will be attached to any approved permits.

3.) As recommended by the subdivider, domestic wells drilled in this subdivision shall be drilled to a minimum depth of 500 feet below land surface. All wells shall produce from the semi-confined Ogallala aquifer system. The wells shall have their annual space between the casing and the drill hole sealed with 10-12 (50 pound) bags of bentonite.

4.) On-lot wells may not be constructed and used to supply domestic water to more than one (1) lot without first obtaining a permit from the Department of Environmental Quality (Water Quality Division).

NOTES:

1.) 16' UTILITY & DRAINAGE EASEMENTS ALONG ALL ROAD RIGHT-OF-WAYS.

2.) OPEN SPACE CONSISTS OF TRACT 46.

3.) THERE SHALL BE NO DIRECT ACCESS TO FOUR MILE ROAD, WHITNEY ROAD, OR E. RIDING CLUB ROAD EXCEPT FOR TRACTS 1 & 2 WHICH SHALL SHARE A COMMON ACCESS TO FOUR MILE ROAD AS SHOWN ON PLAT.

STATE OF WYOMING)
) SS:
COUNTY OF LARAMIE)

MORIAH LAND COMPANY, INC.
to
THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS
OF
HERITAGE HILLS SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Grantor, owner of all lands in Heritage Hills Subdivision, First Filing, a Subdivision of approximately Three Hundred Eighteen and twenty-three hundredths (318.23) acres located in Laramie County, Wyoming, as the same is more particularly described to-wit:

A REPLAT OF A PORTION OF TRACT 1, STEARNS SUBDIVISION; A REPLAT OF A PORTION OF FOUR MILE ROAD; A PORTION OF THE SW1/4SW1/4 OF SECTION 1 AND A PORTION OF THE WEST HALF AND THE SE1/4 OF SECTION 12, T.14N., R.66W., 6TH P.M., LARAMIE COUNTY, WYOMING (LOCATED EAST OF WHITNEY ROAD AND NORTH OF BISON RUN, THIRD FILING)

LESS AND EXCEPT THAT PORTION DESCRIBED AS:

A tract of land situated in a portion of the Northwest Quarter (NW1/4) of Section Twelve (§12), Township Fourteen North (Twsp.14N), Range Sixty-Six West (R66W) of the Sixth Principal Meridian (6th P.M.), Laramie County, Wyoming, more particularly described as follows:

Beginning at the northeast corner of the Northwest Quarter (NW1/4) of Section Twelve (§12); thence N.89°34'00"W., along the north line of said NW1/4, a distance of 485.01 feet; thence S.00°05'25"W., a distance of 900.02 feet; thence S.89°34'00"E., a distance of 485.01 feet to the east line of said NW1/4; thence N.00°05'25"E., along said east line, a distance of 900.03 feet to the point of beginning. Containing 10.021 acres more or less

does hereby covenant, agree and make the following declarations ("Declarations") as to the limitations and restrictions of uses to which the Tracts within HERITAGE HILLS SUBDIVISION, (the "Subdivision") may be put:

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DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 16

1. **INTENT.** It is the intent of these covenants to protect and enhance the value, desirability and attraction of the property; to protect Tract owners from development and use of other Tracts within the Subdivision which may depreciate the value and/or restrict the use of their Tract(s); to prevent the erection or construction of unsightly, unsuitable or unsafe structures; to insure adequate and reasonably consistent value of the Tracts and improvements of the property; to encourage the construction and maintenance of appropriate improvements; to insure and encourage the provision of adequate and suitable landscaping; to provide for the maintenance and improvements of the interior roads of the Subdivision; and to provide for the ownership, maintenance, insurance and care of the Common Open Space. The restrictions imposed by these covenants are intended to be kept to a minimum while preserving the right of Tract owners to enjoy their property in attractive surroundings free of nuisances, undue noise and danger. It is the further intent to provide by these covenants that disturbance of the natural environment be kept to a minimum.

For all purposes herein, the term "Tract" shall refer to the individually numbered Tracts One (1) through Forty-four (44), inclusive, and Tracts Forty-six (46) through Fifty-two (52), inclusive, within the Subdivision. Tract Forty-five (45) shown on the Subdivision plat is designated as "Common Open Space". References herein to "Tracts" apply to Tracts One (1) through Forty-four (44) and Tracts Forty-six (46) through Fifty-two (52) but do not apply to Tract Forty-five (45) which is referred to herein as either Tract Forty-five (45) or Common Open Space.

2. **RESTRICTIVE USE.** All Tracts within the Subdivision shall be known and described as residential Tracts and will be restricted by covenants contained in this Declaration. It is intended that these residential Tracts shall be used and occupied as residential home sites only, and that the owners will have full enjoyment of these home sites, subject, however, to the covenants contained in this Declaration and all applicable laws and regulations.

3. **ARCHITECTURAL CONTROL COMMITTEE.** An Architectural Control Committee for the Subdivision is constituted ("Committee"). This Committee is composed of James O. Woods, III, Marc A. Woods and Edna M. Woods or their successors as provided for herein. All notices to the Committee required herein shall be sent to "Architectural Control Committee-Heritage Hills Subdivision", c/o Marc A. Woods, 3701 Ridge Road, Cheyenne, WY 82001." All Committee actions or decisions shall be by a majority vote. A majority of the Committee may designate a representative to act for it. In the event of a vacancy due to the death, termination or resignation of any member, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation of any kind for services performed pursuant to this covenant.

The Committee shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to this provision, or any provision in this Declaration. Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any official or commission of any governmental agency. Obtaining permits, applications or other written instruments

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required by any public or governmental agency shall be the sole responsibility of the applicant, and any approval or permission granted by the Committee shall not in any way be construed to mean acceptance or approval of any submission to any private or governmental agency.

Upon the sale of all Tracts by the Grantor, the rights and responsibilities of the Architectural Control Committee shall be assigned to and assumed by the Board of Directors of the Heritage Hills Owners' Association, Inc.

4. **PRIOR COMMITTEE APPROVAL REQUIRED.** No building, improvement or fencing shall be constructed or erected upon any Tract within the Subdivision until the Architectural Control Committee has approved the site plan and the construction plans and specifications submitted to it by the Tract Owner in the form and manner set forth herein.

All submissions to the Committee must include, at a minimum:

a. A site plan showing the location of the structure(s) to be constructed on the Tract; the location and size of all roads, paths, driveways and sidewalks; the drainage across such Tract and any other site improvements which the applicant considers to be important and which are known to the applicant at the time of the submission;

b. The floor plan of the structure(s) with square footage indicated;

c. A drawing showing the front, side and rear elevations of all structure(s);

d. A description on the drawings or on a separate specification sheet of the type and color of all exterior finishes and materials, roofing materials

The Committee reserves the right to require the Applicant to submit such other, additional information which it deems necessary for its determination and, if the Committee seeks additional information, the time period for its decision shall not start until such additional information is received by the Committee. The Committee shall consider each such application as to quality of workmanship and materials described, conformance with this Declaration and harmony of the exterior colors, exterior construction materials and exterior design with existing structures and location with respect to topography and finish grade elevations. The Committee shall advise the applicant in writing of its decision within thirty (30) days of receipt of the application and any additional information required by the Committee. In the event that the Committee disapproves any submitted plan, it shall inform the applicant, in writing, of the specific basis for disapproval and the manner in which the applicant may amend such plan to secure approval.

In the event the Committee or its designated representative fails to approve or disapprove any such plan so submitted within thirty (30) days after receipt of all required information and any other information which the Committee may, in writing require of applicant, Committee approval will not be required. In such event, the Committee's failure to approve or reject the application shall not constitute a waiver of the rights of the Committee,

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the Homeowner's Association or any Tract Owner to enjoin the construction of any structure that does not comply with any other provision of these covenants.

In the event that any construction is commenced upon any Tract within the Subdivision without having first secured Committee approval, the Committee and/or the Homeowner's Association and/ or any owner of a Tract within the Subdivision may institute an action to enjoin such construction until Committee approval has been granted. No such suit may be commenced after any such unapproved construction has been completed. The prevailing party in any such injunction action shall be entitled to recover its or their attorney's fees, expert witness fees and costs of such action.

5. **USE OF TRACTS.** All home construction shall be new, on-site construction. No structure shall be moved from any location outside this subdivision onto any Tract in the Subdivision. Installation and/or erection of modular homes or "house trailers", as defined in Wyo. Stat. §35-1-102(a)(xv), shall not be permitted on any Tract within the Subdivision. Pre-existing "stick-built" homes proposed to be relocated from other locations are also not permitted. In addition to the foregoing, the following conditions apply:

a. No structure other than one private single family dwelling, together with a private attached garage for no less than two (2) and no more than three (3) cars or a single family dwelling and a detached garage/outbuilding meeting the standards set forth below shall be erected, placed on any of the Tract of the Subdivision. All construction shall be new and must comply with all applicable building codes, rules, regulations and requirements; all applicable zoning laws, and the minimum building standards as set forth in this Declaration.

b. All detached garages or outbuildings shall meet the following minimum design and construction standards:

1. The maximum size of any detached outbuilding shall be Two Thousand Four Hundred (2400) square feet;

2. Construction shall meet the same standards set forth herein applicable to the primary residences;

3. The construction materials of such garage or outbuilding shall be the same quality, color and style as the primary residence; and

4. The distance separating the outbuilding/garage from the primary residence shall be subject to the approval of the Architectural Control Committee, the intent being that all structures on a Tract appear to constitute an integrated unit.

5. Construction of any detached garage or outbuilding may not precede but must be contemporaneous with or subsequent to the construction of the primary residence.

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c. No activity of a noxious or offensive nature may be conducted upon any Tract in this Subdivision, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood. All dwellings, buildings and other improvements are to be kept in a state of good general condition and repair at all times.

d. Television antennas are prohibited. Specialty antennas utilized for purposes other than television must be approved by the Architectural Control Committee. A maximum of two (2) television satellite dishes of no more than twenty-four inches (24") in diameter shall be allowed, but their location and screening design must take into account adjacent Tract owners' views and the views from the roadways that serve the Subdivision. Approval for the installation of satellite dishes must be obtained by the Architectural Control Committee prior to any installation.

e. No Tract shall be used or maintained as a dumping ground for rubbish or salvage, including, without limitation, unlicensed vehicles, vehicles which are not in running condition or vehicles, including trailers, motorcycles, snowmobiles, all-terrain vehicles, vehicles stored on trailers that are in a state of disrepair. Trash, garbage or other waste shall be kept only in sanitary containers. All sanitary containers or disposal equipment shall be of the type and kind that can be removed and/or emptied on a regular basis. No burning of grass, weeds, trash, construction materials, waste or any other material of any sort shall be allowed at any time. All equipment for the storage of disposal of such material shall be kept in clean and sanitary condition. No trash, litter or salvage items, discarded appliances or like items shall be permitted to remain visually exposed upon the premises.

f. During construction, it shall be the Tract owner's responsibility to insure that all construction related materials, trash, waste and debris shall be contained. All building materials must be secured and protected. The Tract Owner bears the responsibility to insure that at all times during or after construction no trash, debris, or material of any kind be allowed to blow or be carried off of the Tract to other Tracts, the Subdivision's public or private roadways, the Common Area or onto other properties.

6. **HOME OCCUPATIONS.** Home Occupations are permitted, however, nothing in this Section shall be construed to relieve any Tract Owner from compliance with any and all applicable City and/or County zoning regulations. The applicant shall be responsible to determine which regulations govern applicant's intended and actual home occupation use and shall be responsible for complying with those regulations. Any change in the exterior of any structure to accommodate any home occupation use must be approved by the Architectural Control Committee. The home occupation use shall not allow for any employees other than the Tract Owner and immediate family members who regularly reside in the residence upon such Tract. No additional vehicle parking incident to such home occupation use shall be permitted. No commercial animal boarding activities shall be permitted. No exterior signage regarding such home occupation use shall be permitted.

7. **HUNTING; FIREARMS.** Game hunting of any kind shall not be permitted within the boundaries of the Subdivision. Discharging of firearms, fireworks or any incendiary device is strictly prohibited.

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8. **FURTHER SUBDIVISION RESTRICTION.** No Lot may be further divided into smaller Tracts.

9. **TEMPORARY BUILDINGS.** No structure of a temporary character, trailer, modular, basement, tent, shack, barracks, garage, barn or other outbuilding shall be used on any Lot as a family dwelling, either temporarily or permanently. This covenant shall not restrict a home builder from maintaining a temporary tool shed or lumber shed for the purpose of erecting dwellings, provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structures whenever the same have been on the premises an unreasonable length of time. The expected use of a construction related tool or job site shed or shelter must be anticipated and so stated at the time of application for construction. Said temporary construction tool shed or shelter will not be allowed to remain on any site more than nine (9) months after the date on which construction is started. No mobile home shall be converted to a permanent dwelling on any site.

10. **MINIMUM SIZE.** All single-story floor plans for the principal dwelling located on the Tracts of the Subdivision set forth below shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces, basements, walk out basements and attached garage of One Thousand Two Hundred (1200) square feet. Any multi-level floor plan constructed upon any such Lot shall have a minimum fully enclosed floor area devoted to living purposes, exclusive of porches, terraces, basements, walk out basements and attached garage of One Thousand Five Hundred (1500) square feet:

Tracts 16, 19, 20, 24, 25, 26, 27, 28, 29, 30, 31, 33, 38,
39, 40, 41, 42, 43, 44, 47 and 52

All single-story floor plans for the principal dwelling located on the Tracts of the Subdivision set forth below shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces, basements, walk out basements and attached garage of One Thousand Five Hundred (1500) square feet. Any multi-level floor plan constructed upon any such Lot shall have a minimum fully enclosed floor area devoted to living purposes, exclusive of porches, terraces, basements, walk out basements and attached garage of One Thousand Eight Hundred (1800) square feet:

Tracts 3, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 21, 22, 23,
32, 34, 35, 36, 46, 48, 49, 50 and 51

All single-story floor plans for the principal dwelling located on the Tracts of the Subdivision set forth below shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces, basements, walk out basements and attached garage of One Thousand Eight Hundred (1800) square feet. Any multi-level floor plan constructed upon any such Tract shall have a minimum fully enclosed floor area devoted to living purposes, exclusive of porches, terraces, basements, walk out basements and attached garage of Two Thousand Two Hundred (2200) square feet:

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Tracts 1, 2, 4, 5, 6 and 7.

11. **CONSTRUCTION REQUIREMENTS.** All exterior surface materials and roofing shall be subject to approval by the Architectural Control Committee. Roofing material must consist of dimensional shingles (or equivalent or greater weight and grade product) or as otherwise may be approved in writing by the Architectural Control Committee.

All dwellings and improvements shall be constructed to meet the minimum requirements of each of the applicable codes and regulations in effect at the time of such construction:

a. International Building Code;
b. Uniform Building Code;
c. Uniform Plumbing Code;
d. Uniform Mechanical Code;
e. National Electrical Code;
f. State of Wyoming statutes for fire protection and electrical safety;
g. Laramie County Department of Environmental Health regulations;
h. FHA Building Requirements.

Once construction is begun on any residence, such construction shall be completed within one (1) year following the date on which such construction was commenced. The construction of all other improvements must be completed within the time period established by the Architectural Control Committee in its approval of such improvement.

12. **DRIVEWAY AND INDIVIDUAL TRACT ACCESS.** Individual Tract access approaches and driveways which connect the primary dwelling to the Subdivision roads, shall be constructed with a minimum surface a five inch (5") depth of Grading W type road base gravel. Individual access driveway approaches, defined as that portion of the access driveway that exists within the private road right-of-way, shall include the installation of a properly sized drainage culvert. All driveways and access roads shall be completed to such specifications no later than the date of occupancy of the primary residence by the Tract owner.

Notwithstanding the above access requirements, the access for Tracts One (1) and Two (2) of the Subdivision shall be from that public right of way known as Four Mile Road. Such access shall be by a common access road constructed from Four Mile Road at the dividing line between Tracts One (1) and Two (2) onto Tracts One (1) and Two (2) and shall include a properly sized drainage culvert. The cost of construction of such access road and culvert shall be borne equally by the owners of Tracts One (1) and Two (2).

No individual Tract access road, other than the access road to Tracts One (1) and Two (2) may connect to Four Mile Road and no individual Tract access road may be connect to Riding Club Road or Whitney Road.

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13. **LANDSCAPING.** The first grantee of any Tract within the Subdivision, shall be responsible for the installation and continued maintenance of landscaping upon such Tract in at least the minimum amounts set forth herein. Installation of all required landscaping shall be completed within twelve (12) months after completion of construction of the primary residence. It is the intent of these covenants that landscaping be installed to enhance such Tract, the adjoining Tracts and the Subdivision; to provide drainage and erosion control and to achieve a harmonious and integrated appearance of such Tract with the adjoining Tracts and the Subdivision.

All surface areas within the boundaries of all Tracts not otherwise occupied by structures or roads shall be covered with native ground cover or other grass of the owner's choice, trees, shrubs or other landscaping elements such as rocks, wood chips, bark and/or mulched or graveled material.

Each Tract owner shall plant and maintain no less than twelve (12) trees of any variety which shall have the following minimum height requirements; any coniferous tree shall be no less than four (4) feet tall when planted and any deciduous tree shall be no less than eight (8) feet tall when planted. Nothing herein shall be construed to prohibit an owner from planting any number of trees less than such minimum height requirements in addition to the required twelve (12) trees which meet these minimum height requirements. No unsightly shelter or wind protection for trees such as used tires shall be permitted. Any trees that die shall be replaced with tree(s) of a size typical to that required when originally planted.

No trees and or shrubs shall be planted in such a manner as to create a hedge which defines the boundaries of any Tract. This restriction shall not prevent the planting and maintenance of trees and/or shrubs as windbreaks or for privacy screening so long as such landscaping does not form a perimeter boarder of the Tract. In addition, landscape and other improvements in general shall not be allowed in locations on Tracts where their presence may interfere with necessary safe site distance requirements at road intersections or driveways.

No buildings, landscaping, or other site improvements shall be allowed which may interfere with the natural or designed drainage patterns that exist through the Subdivision as a whole. Any proposed changes to the Subdivision's natural or designed drainage patterns must be shown on any Tract Owner's application for approval of construction and must include a complete written definition of all proposed drainage changes.

14. **EXTERIOR LIGHTING.** All exterior and outdoor lighting on homes and/or outbuildings shall be approved by the Architectural Control Committee prior to installation of such devices. Helium and/or nitrogen outdoor or exterior lighting shall not be permitted for use on any Tract. Further, any outdoor and/or exterior lighting shall be shaded and directed downward to prevent and eliminate light pollution within the Subdivision. All outdoor and/or exterior lighting shall be affixed to a switch to all for such lights to be turned off.

15. **SET-BACKS.** No building shall be located on any Tract nearer than fifty (50) feet from any Tract line or road right-of-way. A variance may be granted for less than fifty (50) feet at the discretion of the Architectural Control Committee.

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16. **SEPTIC SYSTEMS.** Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and of a type approved by the Laramie County Department of Environmental Health. Every Tract owner and/or their contractor must design and position the primary dwelling and other improvements on the Tract such that there exists adequate area for proper dimensions and distance separations for a complete septic system and an area designated as the location which can be utilized, if necessary, as a secondary drain field location.

Each Tract owner and/or their contractor must perform a percolation test at the site of the proposed drain field, and to provide the percolation test results to the Laramie County Department of Environmental Health. Application must be made to and received from the Laramie County Department of Environmental Health for each septic system prior to the installation of any septic system.

No sewage, waste, waste water, trash, garbage or debris shall be emptied, discharged, or permitted to drain into any drainage way in or adjacent to the Subdivision. All toilet facilities must be a part of the residence or garage/outbuilding and shall be of a modern flush type and connected to a proper septic tank system, except for temporary, self contained toilet facilities utilized during construction.

17. **WATER WELLS.** New water wells shall be located a minimum of seventy-five (75) feet from any property line. All wells must be permitted by the Wyoming State Engineer.

18. **SIGNS.** Except for signs advertising the initial offering of the Subdivision. and the permanent identification, signage or landmarks installed by the Grantor which identify the Subdivision , no sign of any kind shall be displayed to the public view on any residential Tract except one sign of not more than five square feet advertising the property for sale or rent, or except signs of no more than thirty-two (32) square feet used by a builder to advertise the property during the construction period. Upon completion of construction any such large construction sign shall be removed.

19. **PETS AND ANIMALS.** Commonly accepted domestic pets may be kept provided they are not maintained or kept for commercial purposes. Dogs will be under the control of the owner at all times and will not be allowed to run free off of the owner's Tract. Operation of commercial riding stables and/or commercial boarding stables for horses or other livestock shall not be allowed. A maximum of four (4) pets, not including horses, will be allowed to reside at each Tract. All Tract owners shall insure that any pets kept by such owner shall not be a nuisance to any other Tract owner or resident. Pet kennels or dog runs that may be permitted by the Architectural Control Committee through application, shall be properly screened from the view of other Tract owners and/or public roads which serve the Subdivision. No more that two (2) horses may be permitted on any Tract and

20. **HORSES OR LLAMAS.** Horses and/or llamas shall be permitted on all Tracts within the Subdivision subject to the following conditions and requirements. No more

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than two (2) horse and/or llamas may be kept for recreational purposes on each tract. This number may be exceeded by one (1) horse or llama only in the event of the birth of an offspring, however, this exception shall expire after One Hundred Eighty (180) days. In any case where an owner elects to have a horse and/or llama upon the Tracts permitted, adequate barn/stable facilities and adequate non-grazing feeding arrangements must first be demonstrated and approved by the Committee. Under no circumstances shall extreme and/or severe grazing be permitted. The operation or commercial riding stables and/or arenas is prohibited. Any Tract owner who keeps horses on a Tract shall provide sufficient fencing, corrals and structures to provide for the well-being of such animals. All such fencing, corrals and structures must be approved by the Architectural Control Committee. Approved barns/stables and/or corrals shall be maintained in compliance with all lawful sanitary regulations. Riding arenas that necessitate the tilling of the soil for the arena bed must be approved by the Committee and shall be evaluated in terms of the size of the proposed arena to be tilled and the location of the particular Tract.

21. **OTHER FARM ANIMALS.** Ducks, chickens, lambs and rabbits shall be permitted on all Tracts within the Subdivision provided they are not maintained or kept for commercial purposes. Geese, roosters, peacocks and peahens shall not be permitted nor maintained on Tracts within the Subdivision. As a general proposition, other farm animals such as cows, sheep, swine and the like, shall not be permitted on a permanent basis. This covenant is not intended to prohibit 4-H, FFA or other similar non-commercial projects limited in scope and duration subject to written approval of the Committee.

22. **VEHICLES.** No vehicles except private passenger automobiles, light-duty trucks and vans and recreational-type vehicles shall be parked or stored on any Tract or roadway of the Subdivision. Vehicles that are not in running condition or are in a state of disrepair shall not be parked on a Tract or on the road in front of a residence or on the front driveway or anywhere within the Subdivision more than seventy-two (72) hours at any one time or as a repeated practice. No vehicles, trailers, or vehicular equipment shall be habitually parked along any of the public roadways within the Subdivision. Owners of camp trailers, horse trailers, boats and boat trailers and any recreational vehicles larger than light-duty pickups and vans shall park such vehicles away from the general view of adjacent Tract owners and away from the roadway side of any house.

23. **MINERALS.** No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon or in any Tract, nor shall tanks, tunnels, mineral excavations or shafts be permitted upon or in any Tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Tract.

24. **EASEMENTS.** Easements and rights of way as shown on the recorded plat are hereby reserved in this Subdivision for underground wires, pipes, conduits, street lighting, electricity, gas, telephones, sewer, water or any other public or quasi-public utility service purposes, together with the right of ingress and egress at any time for the purpose of further construction and repair.

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25. **UNDERGROUND UTILITIES.** All utility lines from the easement to the structure shall be underground and the responsibility of the Tract owner, builder and/or the utility company.

Tract owners further agree that all utility (gas and electrical) user agreements and assessments pertaining to the development of the individual Tracts, and the charges and restrictions contained therein, shall be the responsibility of the individual tract owners, respectively.

26. **FENCING.** It is the intent of these covenants to afford, create and maintain an open appearance to the Subdivision's overall landscape. No fencing of any sort shall be permitted on any Tract within the Subdivision except upon the prior written approval of the Architectural Control Committee. Fencing utilized for screening, privacy, wind protection, animal enclosures or other general purposes may be allowed with approval by the Architectural Control Committee. The Architectural Control Committee shall evaluate any request for fencing upon a Tract to insure that any such fencing is compatible with the structure, the adjoining Tracts and the Subdivision and may deny any such request if the proposed fencing does not meet the Committee's requirement for fencing materials, height, location and esthetics. No wire fencing or steel post fencing materials will be allowed.

27. **ROADS.** As indicated on the plat of the Subdivision, the interior roads within the Subdivision ("Roads") shall be publicly dedicated rights-of-way for the use of the general public, the governments of the United States of America, the State of Wyoming, Laramie County and the City of Cheyenne and their respective divisions and departments and for the use by the tract owners of the Subdivision and their families, guests and invitees. **NOTWITHSTANDING SUCH PUBLIC DEDICATION OF THE ROADS, THE MAINTENANCE AND IMPROVEMENT OF THE ROADS, INCLUDING SNOW REMOVAL, IS NOT A PUBLIC RESPONSIBILITY, BUT SHALL BE BORNE BY THE ASSOCIATION AS SET FORTH HEREIN.**

All Roads shall initially be constructed, maintained and improved as gravel roadways sufficient for vehicular traffic, with maintenance to include, without limitation, grading, scraping, ditching, snow removal, spreading of new gravel and paving, as necessary, in the sole discretion of the Association. Nothing contained herein shall prohibit, preclude or prevent the Association, upon a proper vote of its membership according to its By-Laws and all duly-enacted resolutions, from resolving to pave or otherwise improve the Roads.

All Roads shall be maintained by the Association pursuant to this Declaration. All Tract owners are required to be members of such Association and all Tracts are encumbered by this Declaration. The Association shall assess all Tracts equally for the costs of insurance, maintenance and improvement of the Roads and shall have the power to impose and enforce liens against tracts for unpaid assessments, as provided in ¶30, below. In addition, the Association shall procure and maintain such policies of insurance as it deems necessary to insure the maintenance and improvement activities of the Association on the Roads within the Subdivision.

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The initial monthly assessment to be imposed upon Tract owners for maintenance, insurance and improvements of the Common Open Space and the Roads shall not exceed Fifty Dollars ($50.00) per month per Tract, such assessment to commence on the 1st day of the first month following conveyance of such Tract by the Grantor herein to a Tract owner. The Association may resolve to assess each Tract for Special Assessments to pay for any emergency repairs, extraordinary costs and/or any major improvements to the Common Open Space or the Roads. The obligation to pay regular and special assessments runs with the Tract and binds all future owners of each Tract regardless of when such owner acquired such Tract. **ANY DELINQUENT BALANCE DUE SHALL SURVIVE THE CONVEYANCE OR FORECLOSURE OF THE TRACT AND SHALL BECOME AN ENFORCIBLE OBLIGATION OF THE PERSON(S) TAKING TITLE TO SUCH TRACT.**

Determination of the amount of annual assessments shall be made on at least an annual basis at a regular meeting of the Association. Grantor shall pay all assessments for each Tract held by it from and after the date of recording of this Declaration.

In the event that any Tract owner shall fail to make his, her or its annual or special assessment assessed by the Association, said assessment may be collectable in an action brought before a court of competent jurisdiction and any judgment awarded in any such action shall become a lien upon the subject tract. In any such action brought by the Association to collect unpaid assessments, the Association shall be entitled to recover all costs incurred by it in such collection action including, without limitation, reasonable attorney's fees and costs.

The Association shall have no obligation, responsibility and/or duty to police, enforce, control or take any other action pertaining to and/or concerning the use of the Roads nor shall the Association have any obligation to control or restrict such use other than to install and maintain such traffic regulation signs that may be required by governmental authorities. The Association shall only be required to maintain and improve the Roads in a reasonable manner as provided for herein.

28. **OWNERS' ASSOCIATION.** The ownership of any Tract subject to this Declaration shall impose and confer upon all such Owners the obligations and benefits of membership in the Heritage Hills Owners' Association, Inc., a Wyoming non-profit corporation ("Association").

The Association shall, without limitation, enforce this Declaration; appoint members to the Committee; promote the common interests of its members; maintain, manage and insure certain real and personal property assets in, on and appurtenant to the Roads and Common Open Space, including fencing, parking areas, culverts, bridges, signs, gates, common trash disposal areas, walkways, paths and shrubs; appoint members to the Committee; assess its members for the costs of management of the Association including, without limitation, the costs of management and maintenance of the Common Open Space and the costs of maintenance and improvement of the Roads; provide an organizational entity for other activities of the Tract owners and promote the common interests of its members. The administration of the Association shall be in accordance with the provisions of this document, the Articles of Incorporation and with the Bylaws of the Association. The assessments to be

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imposed upon Tract owners shall be determined by the Association, but shall not exceed an individual Tract owner's proportionate share of the operational expenses of the Association including, without limitation, the costs of management and maintenance of the Common Open Space.

The Association shall insure the Common Open Space and pay the premiums thereon, assume all responsibilities and obligations of maintenance and improvement of Roads and pay for the costs thereof, including premiums for insurance coverages incidental to the maintenance and improvement activities of the Association on such Roads, pay all annual fees of a nonprofit corporation to the Wyoming Secretary of State, file tax returns, assess Tract owners equally for all such costs and enforce this Declaration.

29. **HERITAGE HILLS OPEN SPACE (TRACT 45).** Tract Forty-five (45) designated on the Subdivision plat is hereby dedicated as Common Open Space for the use and enjoyment of owners of Tracts within the Subdivision, their immediate family and their guests. The Common Open Space area is provided for native plant and wildlife habitat conservation, preservation of visual values, preservation of natural drainage, erosion control, and passive recreational use by Tract owners, their immediate family and their guests. This Declaration and the establishment of the Common Open Space conservation area shall be perpetual and may not be altered or amended in any manner by Grantor, the Association or any Tract owner or owners. The Common Open Space area shall be accessible only to Tract owners, their immediate family and their guests.

The term "passive recreational uses", includes, but is not limited to, hiking, picnicking, and other uses which do not injure or scar vegetation, cause or promote erosion or interfere with wildlife use or riparian areas within the Common Open Space.

A. **RESTRICTIVE USE.** Prohibited uses of and actions on the Common Open Space include, but are not limited to:

i) Planting trees, shrubs, etc. in the Common Open Space by any person other than the Board of Directors of the Association or a person acting under authority granted to them by the Board of Directors of the Association;

ii) Locating, constructing or storing objects of any kind such as sheds, playhouses fences, toys, vehicles, tools, garden equipment; etc. in the Common Open Space;

iii) Injuring or scaring vegetation, causing or promoting erosion, or interfering with wildlife use or riparian areas of the Common Open Space other than those actions deemed appropriate by the Board of Directors of the Association necessary for healthy management of the Open Space ecosystem;

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iv) Dumping of any kind, including disposal of tree branches, brush, grass clippings, trash, yard waste, debris or pet waste in the Common Open Space;

v) Entering upon the Common Open Space with construction or delivery vehicles to access Tracts. In circumstances where no other alternatives for access exist and material damage will not occur, the Association may consider granting temporary access privileges to a Member or his or her agents upon the written request of the Member. Monetary cost to Members is not a justifiable reason for access privileges. The Member must agree to indemnify and hold the Association harmless from any resulting damage or injury. The Member is responsible for all personnel costs including arborists, engineers, consultants, and any and all costs incurred for restoration of the Common Open Space to its original condition, and may, at the discretion of the Association, be required to place a deposit with the Association to ensure compliance;

vi) Use or operation of motorcycles, ATVS, and any other motorized vehicles or equipment or motorized model airplanes or model cars;

vii) Discharging firearms or fireworks from or onto the Common Open Space and lighting sparklers, pop bottle rockets or any other incendiary device;

viii) Igniting or causing any fire on the Common Open Space (fire pits, stoves or grates are not permitted);

ix) Any activity or conduct that has any potential of damaging the Common Open Space, its plants or animals, its riparian or wetland areas or that may cause noise or disruption to Members;

x) discharging and/or use of any firearms within the Common Areas, including without limitation, rifles, pistols, shotguns, pellet guns, B-B guns or any other device of like kind and/or nature; and/or

xi) hunting or harvesting of any animal, of any kind, type or nature, from within the Common Area or as may cross through and/or over the Common Area.

B. **OUTBUILDINGS.** No shed, lean-to, canopy or other structure shall be constructed or permitted on the Common Open Space, other than any structures owned and built by the Board of Directors of the Association deemed necessary for management of the Open Space ecosystem.

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C. **SIGNS.** Except for signs installed by the Association at such places along the boundary of the Common Open Space that identify the Common Open Space and its exclusive use and control by the Association and its Members, no sign of any kind shall be permitted on the Common Open Space.

D. **PETS AND ANIMALS.** Commonly accepted domestic pets may be permitted on the Common Open Space only when on a leash and under the control of a Member, a member of the Member's family or the invited guest of a Member.

E. **FENCING.** No fencing of any sort beyond that exterior boundary fencing originally installed by Grantor or fencing installed by the Board of Directors of the Association shall be permitted on the Common Open Space.

30. **BINDING EFFECT; EXTENSION; AMENDMENT.** This Declaration and all restrictions set forth herein and in the Agreement attached hereto and incorporated herein runs with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended, except for ¶¶ 4 and 28 hereof, at any time, by an instrument signed by a at least sixty-six and two-thirds percent (66.66%) of the then-owners of the Tracts agreeing to amend this Declaration in whole or in part and recorded upon the deed records of the Clerk of Laramie County, Wyoming.

31. **ENFORCEMENT.** This Declaration and any covenants, conditions and restrictions set forth herein may be enforced by the owner of any Tract subject to this Declaration by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation or for such other and further relief as may be available. The party found to have violated this Declaration shall be responsible for the reasonable attorney's fees incurred by the Tract owner in such proceedings. The failure to enforce or cause the abatement of any violation of this Declaration and these Covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision within this Declaration. The Architectural Control Committee is in no way responsible for enforcement of the restrictions in this Declaration.

32. **SEVERABILITY.** Invalidation of any one of these restrictions by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

33. **ASSOCIATION IMMUNITY.** The Association and its Directors acting within the scope of their authority shall not be liable to any Tract owner, their invitees, heirs or assigns, or persons using the Roads, for any claims, charges or damages incurred, regardless of nature, extent, amount or severity, by reason of mistake in judgment, negligence or nonfeasance, or for any act or omission whatsoever arising out of or in any way related to any of the provisions set forth in this Declaration, or in the discharge, performance and/or failure

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to perform, any of the obligations of the Association set forth herein, including, but not limited to, the maintenance to and improvement of roads within the Subdivision.

34. **VARIANCES.** Variances to any of the covenants or restrictions set forth herein may be granted by the Committee, or its assignee, as appropriate in special cases and circumstances, at the sole election and discretion of the Committee. The Committee must approve any variance in writing.

DATED this 8th day of March, 2005.

MORIAH LAND COMPANY, INC.,
Grantor,
By:

James O Woods III
President

Secretary

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing was acknowledged before me by James O. Woods, III, and Marc A. Woods, known to me to be the President and Secretary of Moriah Land Company, Inc., respectively, and who swore and affirmed that they were executing this Declaration with the authority and on behalf of the Board of Directors of Moriah Land Company, Inc., a Wyoming corporation, this 8th day of March, 2005.

Witness my hand and official seal.

My Commission Expires: 6/10/07

Jennifer Woods
Notary Public

NOTARY OF STATE OF WYOMING
Laramie County, Wyoming
Jennifer Woods
My Commission Expires June 10, 2007

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