

RECORDED Feb 3 1976 AT 2:45 PM
 IN BOOK 610 OF Misc PAGE 209
 NO. 475360 ANNA FROGMATT
 COUNTY CLERK

DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS
 AND RESTRICTIONS
 AND
 ROAD MAINTENANCE ASSOCIATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Leonard E. Miller and Nelda E. Miller of Glenrock, Converse County, Wyoming, are the owners of all of the lots in the Miller Subdivision of Converse County located in Section 14, Township 33 North, Range 75 West of the 6th Principal Meridian, Converse County, Wyoming, according to that certain Subdivision Plat recorded on the 3rd day of February, 1976, in Plat Book No. 2 at Page 71 with the office of the Converse County Clerk, Converse County, Wyoming; and,

WHEREAS, the above owners and initial sellers of said property wish to establish the nature of the use and enjoyment of the subdivision for the mutual benefit of all the subsequent owners of the lots comprising of said subdivision;

NOW, THEREFORE, Leonard E. Miller and Nelda E. Miller, husband and wife, the undersigned, do hereby impose upon said premises and real property and every portion thereof, the following covenants, conditions, restrictions and road maintenance association agreement as hereinafter set forth, which covenants are to run with the land and bind the owners or occupants of such properties, and which covenants, restrictions, conditions and agreements are hereby declared to run with the land and that the real property described in and heretofore referred to, is and shall be held, transferred, and conveyed subject to the conditions, restrictions, covenants, reservations, easements, and road maintenance association agreement as hereinafter set forth:

1. LAND USE:

No lot shall be used for any commercial reason. Only single family dwellings shall be erected, altered, placed or permitted on any lot; provided, however, that it is specifically permissible for an owner to place a mobile home or double wide mobile home on said lot.

2. LIVESTOCK RESTRICTIONS:

No commercial livestock operation shall be permitted; however, this shall not be construed in such a way as to prohibit the maintenance of livestock on the premises for the immediate use of the families or for their convenience.

Any livestock maintained on the premises must be properly, substantially and lawfully fenced and housed.

3. LOT SUBDIVISION:

No lot or tract may be subdivided into smaller tracts.

4. EASEMENTS:

Easements for the installation and maintenance of utilities and drainage facilities are reserved as indicated and shown on the plat of the subdivision.

5. NUISANCES PROHIBITED:

No noxious or offensive trade or activity, commercial or industrial business activity shall be carried on upon any tract or lot, nor shall anything be done thereon which may become or be an annoyance or nuisance to the neighborhood. In this regard, to avoid as much as possible any unsightliness and junkiness, no vehicles will be allowed on the premises or on the private road created within the subdivision that are not properly licensed under the authority of the State of Wyoming and completely operational with the exception of a reasonable time for the making or completion of repairs.

6. SIGNS:

No signs of any kind shall be displayed to the public view on any lot except for advertising the property for sale or rent when necessary.

7. GARBAGE AND REFUSE DISPOSAL:

No tract or lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage or other waste shall be kept only in a commercial container or containers with lids. All garbage containers shall be kept in a clean and sanitary condition and shall be removed for disposal in accordance with proper sanitary standards at least once weekly. Garbage, trash or rubbish shall not be allowed to accumulate upon the premises.

HOMEOWNERS' ROAD MAINTENANCE ASSOCIATION AGREEMENT

Miller Road, as designated on the official plat of the Miller Subdivision recorded with the Converse County Clerk, is a private road created for the use and benefit of the owners of the lots or tracts of the subdivision, their invitees, guests, and for the use without permission of public vehicles on official business. In this regard, the right of government officials and particularly officials of Converse County, Wyoming, to travel upon said road shall be inviolate.

Each purchaser of a lot or tract in the subdivision shall agree and does agree to become a member of the Miller Subdivision Homeowner Road Maintenance Association which shall be either an unofficial unincorporated association or more formal corporate association as the members, from time to time, may elect. Each tract of property shall be entitled to one (1) vote on all decisions reached by the association. The owners of the tracts shall meet initially one (1) year from the date of the recording of these covenants and shall meet thereafter

at least once annually or more often as shall be agreed upon from time to time. The association shall be governed by a Board of Directors composed of three (3) owners of lots in the subdivision, which Board of Directors shall have such power and authority as may be vested in them from time to time by by-laws of the association. The primary purpose of the association is to provide a means by which the owners of lots or tracts in the subdivision shall, by democratic majority vote, be able to assess each property owner on an annual basis for such sums of money as are necessary to maintain Miller Road. Each property owner shall be liable to assessment by the association to pay their pro-rata share for maintenance of said road. The association shall have the power, by democratic majority vote, to adopt such by-laws as, from time to time, they shall desire and to do any and all lawful acts authorized under the laws of the State of Wyoming as authorized by a majority vote of the members. THERE SHALL BE NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

8. DOMESTIC WATER SOURCE:

THERE SHALL BE NO PROPOSED DOMESTIC WATER SOURCE.

9. PUBLIC SEWAGE DISPOSAL SYSTEM:

THERE SHALL BE NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM.

10. PRIVATE SEWAGE DISPOSAL SYSTEMS:

All private sewage disposal systems shall be installed in conformance with accepted sanitary practices meeting minimum standards for private sewage disposal systems promulgated by the Wyoming Department of Health and Social Services as the same now exist or are hereafter amended or altered. In this regard, there is attached to these covenants as Exhibit "A" and, by this reference, made a part

hereof a soils analysis prepared by Wolz & Associates, Inc., Consulting Engineers and Land Surveyors, which soils analysis sets forth recommended minimum standards and sizes for installation of private sewage disposal systems within the Miller Subdivision. Each private sewage disposal system installed on any lot in the Miller Subdivision shall be in conformance with the minimum standards and sizes as recommended in the attached soils analysis.

These covenants, conditions, and restrictions are to run with the land and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years (unless at the time of expiration of these covenants the owners of the majority of the lots located in the subdivision shall, by written instrument, declare the same shall not be renewed or extended), and shall be binding upon all persons purchasing, leasing, subleasing or occupying any of the premises after the date upon which this instrument has been recorded for the benefit of the property described herein. The covenants, restrictions and reservations herein contained may be enforced by the Miller Subdivision Homeowner Association, by the owner of any tract or lot or by any one or more of said individuals and/or corporation; provided, however, that the violation or breach of any covenant, restriction, reservation and/or condition shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value upon said tract or lot. Each and all of said covenants, restrictions, reservations, conditions and agreements shall be binding upon and effective against any owner of said premises whose title thereto is acquired by any means whatsoever including foreclosure, trustee sales, sheriff sale or otherwise.

The Homeowner Road Maintenance Association condition and agreement contained herein may be enforced by a suit for specific performance against any lot or tract owner who fails to pay the required annual or other assessment and any such assessment which remains unpaid for a period of thirty (30) days after assessment shall become due, upon filing of notice thereof with the Converse County Clerk, a lien upon the premises which may be foreclosed in the same manner as any other lien for materials and labor performed for the improvement of property in accordance with Wyoming law as it exists now or is hereafter amended or changed.

These covenants may be amended at any time by a majority vote of the owners of the tracts in the subdivision.

The invalidity of any one (1) or more of the paragraphs contained herein shall in no way affect the validity of the remaining provisions of this instrument and the same shall remain in full force and effect.

DATED this 31st day of December, 1975.

Leonard E. Miller
Leonard E. Miller

Nelda E. Miller
Nelda E. Miller

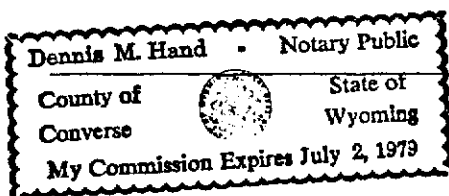
STATE OF WYOMING)
) ss
COUNTY OF CONVERSE)

The foregoing instrument was acknowledged before me by Leonard E. Miller and Nelda E. Miller this 31st day of December, 1975.

Witness my hand and official seal.

Dennis M. Hand
Notary Public

My Commission Expires:



CONSULTING ENGINEERS AND LAND SURVEYORS

P. O. BOX 322 CASPER, WYOMING 82601
PHONE: (307) 265-1290

REPORT

SUBJECT: Percolation Tests for feasibility of installation of septic tanks.
 LOCATION: Proposed subdivision on lands adjacent to Boxelder Road, near the intersection of Wyo 90, approximately 3 miles east of Glenrock, Converse County, Wyoming.
 OWNER: Leonard Miller

There are four definite soil types on the land in question. A total of five test holes were dug with a backhoe, to a depth of 13+ feet. The strata of soil types were logged. A hole was then dug adjacent to the first, to the depth desired for the test. The percolation test was then run in accordance with the requirements set forth in the booklet, "Minimum Standards for Private Sewage Disposal Systems", published by the Wyoming Department of Health and Social Services. No presoaking was required because the soil was wet in all test holes except #5, which was poorly graded gravel and sand. This hole was presoaked to allow for swelling.

The four soil types were as follows, using the Unified Soil Classification:

1. CH - Inorganic clay, highly plastic
2. SM - Silty sand with some clay lumps
3. GP - Poorly graded gravel
4. SP - Poorly graded sand

The logs and depths of test of each hole are as follows:

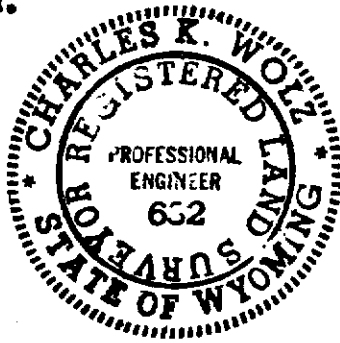
Test Hole No.	Vertical Limits	Soil Type	Test Results	Depth of Test
1.	0 - 5'	CH	18½ minutes	5.5'
	5' - 10'	SM		
2.	0 - 9½'	CH	40 "	5.5' water table @ 13'
	9½' - 13'	SM		
3.	0 - 4½'	CH	NO TEST	
	4½' - 9'	SM		
	9' - 11'	CH		
4.	0 - 6'	CH	20 minutes	6.5'
	6' - 12'	SM		
5.	0 - 1'	Topsoil	9 minutes	4.5'
	1' - 3'	GP		
	3' - 10'	SP		
	10' - 13'	CH		

The following is a table of recommended absorption areas required for an individual septic system, depending on the soil type encountered in that location:

Soil Type	Absorption Area per bedroom	Minimum Absorption Area
CH	280 sq. ft.	560 sq. ft.
SM	210 " "	420 " "
SP	160 " "	320 " "

Notes:

1. If automatic washers are used, multiply area shown by a factor of 1.2.
2. If garbage grinders are used, multiply the area shown by a factor of 1.3.
3. If both automatic washers and garbage grinders are used, multiply the area by a factor of 1.6.
4. A septic tank of minimum 1500 gallon capacity, with two compartments, is recommended.



Charles K. Wolz
 Charles K. Wolz PE & LS 632
 Wyoming