

BOOK 1284 PAGE 421

**DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS**

This declaration is made the 15 day of May, 2006, by Harriett & Archer Roe, husband and wife, ("developer") as to that certain real property in Converse County, State of Wyoming (the "property") legally described as follows:

**(Description of Tract)**

NE 1/4, NW 1/4, Sec 13, T33, R75  
Glenrock, Wyoming

**RECITALS**

Developer is the owner in fee simple of the property, and Developer intends to and has subdivided the property in tracts shown on the survey sketch attached to this declaration as Exhibit "A", and

Each tract, together with the restrictions, easements, covenants, conditions and rights appurtenant to it granted by this declaration, shall be conveyed separately in fee simple, and

Developer makes this declaration to protect the value, attractiveness and desirability of the property.

Now, therefore, developer declares that all of the property (as defined above) shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which shall constitute covenants burdening and running with the property and shall be binding on their heirs, successors, representatives and assigns.

**SECTION ONE  
RIGHT TO ENFORCE**

The owner or owners of part of all of the following tracts shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the covenants, restrictions or conditions, in addition to ordinary legal actions for damages. The failure of the parties or owner or owners of the following tract to enforce any covenants, restrictions or conditions set forth in this declaration at the time of a violation shall in no event be deemed to be a waiver of a right to do so subsequently

**(Description of Tract)**

NE1/4, NW1/4, Sec 13, T33, R75, Glenrock, Wyoming

**SECTION TWO  
DURATION**

1) **TERM:** These covenants, conditions and restrictions shall run with the land and shall be binding upon all owners of the Property and persons claiming under them for a period of Twenty (20) years following the date of this instrument, after which time the same shall be automatically extended for successive periods of Ten (10) years each, unless an instrument of cancellation signed by the developer or their heirs has been recorded.

2) **DEFINITIONS:**

A "parcel(s)" shall mean any parcel of land which developer owns or has divided or hereinafter divides within the Property and as shown on the Record of Survey and also includes any parcel within the Property that is divided subsequent to the date of this document in accordance with the provisions hereof and applicable law.

**SECTION THREE  
SPECIAL PLAT REQUIREMENTS OR DISCLOSURES**

The following special requirements or disclosures are included on the plat per the

requirements of Converse County and the State of Wyoming:

1. A centralized sewage system is NOT proposed for the Subdivision.
2. A central water supply system is NOT proposed for the Subdivision.
3. Streets or roads will NOT be maintained by Converse County.
4. The classified use of "TWO TREES" subdivision shall be for only single family dwellings according to Converse County Subdivision Rules and Regulations adopted August 7, 2002, Section 2.5. Any private business use is prohibited.
5. All proposed septic system leach fields shall be located a minimum of 218 ft +/- from all existing and proposed and proposed wells and from the Eastern subdivision boundary. The final decision distance and placement will be provided the Licensed Contract hired to establish leach fields. Leech field drain lines should be installed perpendicular to the direction of ground water flow to enhance leachate-dilution. The regional ground water flow can be generally described as northwest. Small wastewater system permits shall be obtained from the Converse County Engineer prior to construction.
6. Potential Buyers/tract owners are advised to hire a reputable well drilling contractor and construct/complete their well within guidelines described in the State Engineer's Office Rules & Regulations, Part III, Water Well Minimum Construction Standards, and approved permit from the Wyoming State Engineer's office is required prior to drilling a water well.
7. Domestic wells drilled in this subdivision shall have their annular space between the casing and the drill hole sealed with concrete or grout if deemed necessary by the well driller.
8. On-log domestic wells are NOT required to use point of use treatment systems to insure water quality meets potable standards, e.g. a reverse osmosis unit is NOT required.
9. On-lot wells may not be constructed and used to supply domestic water to more than one (1) lot.
10. Restrictions on Placement of Improvements on a Parcel. No structures or improvements (other than acceptable fencing) shall be located upon a Parcel within one hundred feet (100) feet of any existing road right-of-way as shown on the Record of Survey except for a property entrance and address sign to identify the property and occupants, as set forth in paragraph 8 below, which must comply with applicable governmental regulations and may not be placed on an easement. The minimum setbacks from side parcel lines or easements, (other than road right-of-ways) and rear parcel lines and/or easements shall be Twenty-five (25) feet. No improvements shall be permitted to interfere with the natural flow of drainage runoff. With the exception of fencing, setback requirements shall apply to any and all permanent improvements of any nature including, but not limited to, wells and septic systems. If a parcel owner combines two or more parcels into one parcel, the interior lines of said combined parcels may be disregarded and the applicable setbacks shall be computed from the exterior parcel lines of said combined parcel. No more than One (1) principal residence shall be permitted on any parcel.
11. Modular homes. No Modular Home older than one (1) year from the date of manufacture to date of installation, that has less than 1,300 square feet of useable floor space in its original manufactured condition or that otherwise does not comply with all rules and regulations as may be imposed by County and State jurisdictions, will be permitted to be placed on a Parcel as a permanent residence. ALL Modular Homes used as a permanent residence must be placed upon a permanent foundation, or basement. The area immediately adjacent to all Modular Homes shall be graded to cause water to flow away from the structure, and the finished floor level shall be at least one (1) foot above the

general plane of the terrain. Basement windows (daylight style) shall have window wells installed.

12. **Site-built Homes.** All single-story floor plans for the principal dwelling to be constructed on any Parcel shall have a fully enclosed ground floor area devoted to living purposes that in no case is less than one thousand three hundred (1300) square feet in area. The area shall be exclusive of porches, terraces, basements, walk-out basements, or attached garages.

13. **Mobile Homes.** NO Mobile homes of any size will be allowed on any Parcel at any time.

14. **Travel trailers & Motor Homes.** No travel trailer, motor home, tent, or other type of "temporary" shelter shall be allowed to be used as a permanent residence. One (1) travel trailer or motor home may be used for temporary residential use for a period of six (6) months of time while the buyer is constructing a permanent residence only. Tents or TePee's will only be allowed for "very short recreational periods of time", not to extend longer than 14 days.

15. **Number/type of Other Structures allowed.** Each Parcel shall be allowed the following: One (1) garage, (preferably attached), One (1) shop building not to exceed 30X50 feet in size, One (1) barn, ten stall (10 X 10 in size), Two (2) 30 ft loafing sheds, or carports. Corrals as needed and made of good material, e.g. panels, vinyl, wood.

16. **Livestock allowed/not allowed.** Horses, two (2) head maximum! No stallions will be allowed. Sheep, four (4) head maximum and ONLY if they are to be used for a 4-H project. Chickens, twenty (20) hens, no roosters. No cattle of any kind or size will be allowed on any Parcel. In the event of a foal, or lambs, they will be allowed for a maximum of five (5) months after birth - (weaning age).

No stockyard, dairy or kennel shall be permitted on any Parcel All Parcels will be properly grazed in accordance with acceptable rangeland management principles and practices to prevent overgrazing. No Parcel shall be overgrazed to the extent that weeds begin to grow or the ground is barren to the extent that soil erosion (caused by water or wind) occurs and creates extensive dust. All animal owners, especially horses, need to plan to supplement their grazing with good quality hay. Horses may not be ridden on the roadways of the subdivision, they must be ridden only on the owners Parcel, or hauled by trailer to another location.

17. **Fences.** No fence shall be placed within any ingress, egress, trail easement or rights-of-way. All new interior property fences shall be constructed with wood, smooth wire, (no barbed wire will be allowed), metal panels, wire panels, rock or masonry. All wire fences shall be constructed with four (4) strands of wire with all wire being smooth. The top strand shall be between thirty-eight (38) and forty (40) inches above the ground and the bottom wire shall be no less than fifteen (15) inches above the ground. The spacing between the top strand of wire and the second and third strands should be 8 to 10 inches. The cost of construction of common line fences may be shared equally by corresponding lot Parcel owners. Any and all fences shall not include unsightly materials such as used tires, pallets, sheet metal or mismatched types of fencing, e.g. wire, wood, panel, wood, panel, wire, etc.

Existing boundary fences are currently barbed wire. They will be replaced with smooth wire as necessary. These are the only fences that shall be made of barbed wire.

18. **Signs.** Signs, (including, but not limited to For Sale or For Rent signs) are not permitted on the Parcel, except for signs that identify the address and/or the owner of the Parcel. For Sale or For Rent signs WILL be permitted as long as they are neatly painted and maintained. None of the sign restrictions in these CCR's apply to the Owner, Developer, their agent(s) or assigns, or their successors, for the purpose of selling the

Developer, their agent(s) or assigns, or their successors, for the purpose of selling the Parcels.

19. **Junk Yards, Second-Hand Business, Material Storage.** NO Junk Yards or Second-hand business shall be conducted on any Parcel. Trucks, cars, buses, equipment or building materials shall NOT be stored on any Parcel unless they are enclosed in a proper structure, as outlined earlier, and are not visible from adjoining Parcels or roadways.

20. **Trash.** No Parcel may be used for temporary or permanent storage of rubbish or trash (collectively, garbage). All garbage must be disposed of in approved trash bins, with lids, (and then hauled to the dump on a regular basis), or into a contracted bin from the local trash pickup business, RHS from Rolling Hills who picks up every Tuesday AM.

21. **Hazardous Materials.** No hazardous or toxic materials may be kept, used or stored on any Parcel. The term hazardous and toxic materials includes any material which is considered hazardous or toxic under Federal, State or local laws or regulations.

22. **Firearms.** No firearms, pistol or rifle, shall be discharged ANYWHERE in the subdivision, Two Trees. Any violation of this Covenant shall be met with severe consequences including, but not limited to, the notification of law enforcement.

23. **Motor Vehicles, Machinery & Equipment.** No vehicle may be stored, maintained, constructed, reconstructed or repaired on any part of any Parcel except when it is done inside a shed/shop or garage that is not visible from any other Parcel. Inoperable or unlicensed vehicles must be stored or parked inside a structure so as not to be visible from other Parcels. All vehicles must be operated with a muffler. NO motorcycles may be operated on any Parcel and the must be stored in a garage or other enclosed structure.

RV's, Horse trailers, Utility trailers, boats, boat trailers, 5<sup>th</sup> wheel trailers, may be parked outside of a garage or storage building so long as they are parked out of the general view of adjacent and other Parcel owners and away from the side of a residence that faces a common access roadway.

24. **Parcel Maintenance.** Each parcel, including landscaping and improvements thereon must be maintained and kept clean and in good repair at all times by the owner(s).

#### SECTION FOUR EASEMENTS

1. **Utility Easements.** Archer & Harriett Roe, developers of Two Trees subdivision, hereby reserve to themselves, their successors and assigns, permanent easements within the Property boundary, on and along utility easements and roads within the development for

the purpose of maintaining and operating necessary services to the Parcels in the subdivision.

2. Rights-of-Way. Archer & Harriett Roe hereby reserve to themselves, their successors and assigns, perpetual easements across the Property along all roads in the subdivision for the purposes of access, construction, maintenance and operation of utility services.

SECTION FIVE  
SEVERABILITY

1. Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

2. Document Distribution. This Declaration of Protective Covenants shall be public record and, as such, available to anyone with interest in the recorded Record of Survey. At the time of purchase offer, any offeree shall be supplied with and acknowledge in writing that they have received, and have had the opportunity to review this declaration.

IN WITNESS WHEREOF, this declaration of Protective Covenants has been executed

This 15<sup>th</sup> day of May, 2006

*Harriett S. Roe*  
DEVELOPER

*Archer W. Roe Jr.*  
DEVELOPER

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

State of Wyoming  
County of Converse

Subscribed and sworn to (assumed) before me this 15<sup>th</sup> day of May 2006 by Harriett S Roe & Archer W Roe Jr.

My Commission expires  
10-24-09

*Sabrina M Adams*  
Notary Public

