

756389

TO THE PUBLIC:  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
BY MOONSHINER DEVELOPMENT LLC,  
A WYOMING LIMITED LIABILITY COMPANY,  
OF LANDS TO BE KNOWN AS:

**MOONSHINER ESTATES**

THIS DECLARATION is made on the date hereinafter set forth by Moonshiner Development LLC, herein referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in Campbell County, State of Wyoming, more particularly described as follows:

A tract of land situated in the S½ SW¼ of Section 29 and the N½NW¼ of Section 32, Township 50 North, Range 72 West of the Sixth Principal Meridian, Campbell County, Wyoming. Said tract of land being described more particularly as follows:

Commencing at a point on the North boundary of the said S½SW¼ of Section 29 and the East of way of Moonshiner Lane from which the Southwest one sixteenth section corner of said Section 29 lies N89°21'56"E a distance of 992.41 feet;  
thence S27°20'29"E along the said East right of way of Moonshiner Lane a distance of 156.38 feet to the TRUE POINT OF BEGINNING;  
thence S27°20'29"E along the said East right of way of Moonshiner Lane a distance of 1223.57 feet;  
thence Southeasterly along the said East right of way of Moonshiner Lane along a curve to the right through a central angle of 26°32'24" with a radius of 1514.29 feet an arc distance of 701.43 feet;  
thence N89°11'55"E a distance of 400.00 feet;  
thence N01°10'16"E a distance of 188.22 feet;  
thence N22°30'03"W a distance of 381.91 feet;  
thence N32°00'24"W a distance of 400.95 feet;  
thence N14°05'55"W a distance of 419.53 feet;  
thence N30°21'41"W a distance of 658.50 feet;  
thence N89°21'56"E a distance of 150.00 feet;  
thence S62°39'31"W a distance of 215.15 feet to the POINT OF BEGINNING.

Said tract of land contains 16.22 acres, more or less, subject to all rights, restrictions reservations and/or easements of sight and record.

WHEREAS, all of the lands described above are embraced in the Subdivision known as Moonshiner Estates, Lots 1-11, (the "Subdivision") in the City of Gillette, Campbell County, Wyoming. The Subdivision is platted and shall be recorded in the office of the County Clerk and Ex-Officio Registrar of Deeds of Campbell County, Wyoming on the same date of recording of this instrument. The Plat is incorporated by reference in this Declaration as if set forth in full herein, with an executed copy attached hereto and incorporated herein as Exhibit "A" for reference purposes; and

WHEREAS, it is the intention of the Declarant that the lands located in this Subdivision shall be developed and maintained as a highly desirable residential area; and

WHEREAS, Declarant shall convey the said real property, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth.

NOW, THEREFORE, Declarant hereby pronounces that all of the real property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described real property or any part thereof, their heirs, trustees, successors and assigns, and shall inure to the benefit and burden of each owner thereof, and which are intended not to be merely personal; and

All of the Lots of the Subdivision shall be held, transferred, sold, conveyed or contracted to be conveyed by Declarant subject to the conditions, restrictions, reservations and covenants now on record and upon the following express conditions, provisions, reservations, restrictions, servitude's and covenants (collectively, the "Covenants"). Each and every covenant is for the benefit and burden of the entire Subdivision and the benefit and burden of every landowner therein. These Covenants shall be binding on all owners of land in the Subdivision and their successors in interest regardless of how that interest is acquired. This includes, among others, adverse possessors, lessees, and purchasers at mortgage foreclosure sales. These Covenants are imposed pursuant to a general plan for the improvement and benefit of the Subdivision; and

All owners, each and every one, shall have the right to enforce these Covenants as they are imposed upon each Lot and owner. These Covenants are imposed upon the Subdivision as a whole.

#### ARTICLE I. DEFINITIONS

A. "Moonshiner Estates" and "Subdivision" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of these Covenants, conditions, and restrictions.

B. "Property" or "properties" or "premises" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of these Covenants, conditions, and restrictions.

C. "Covenants" shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this Declaration.

D. "Declarant" shall mean and refer to Moonshiner Development, LLC, its agents, members, successors, and assigns.

E. "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of obligation.

F. "Lot" or "Lots" shall mean and refer to any tract, tracts, plot, or plots of land shown upon any recorded subdivision plat of Moonshiner Estates with the exception of common areas, if any, and streets therein.

G. "Vehicle" shall be defined as any device designed to operate on wheels or runners for transporting persons or objects.

H. "Committee" shall refer to the Architectural Control Committee.

I. "Permanent Storage" shall mean parking, placing, or locating an object in a location, or approximately the same location, for greater than 60 days.

ARTICLE II.  
NATURE AND PURPOSE OF COVENANTS

A. Moonshiner Estates shall be made up of at least eleven (11) Lots ranging in size of approximately one (1) acre to two and one-half (2½) acres per Lot. The Covenants set forth in this Declaration constitute a general scheme for the development, protection and maintenance of the Property to enhance the value, desirability and attractiveness of the Lots for the benefit of all owners of Lots therein. These Covenants are imposed upon Declarants, and upon the owners of all Lots, homeowners, landowner's association, and/or the equivalent. Said Covenants are for the benefit and burden of all Lots, and shall bind the owners of all such Lots. Such Covenants shall be a burden upon and a benefit not only to the original owner of each Lot, but also their heirs, trustees, successors and assigns. All such Covenants are intended as and hereby declared to be Covenants running with the land or equitable servitudes upon the land, as the case may be.

ARTICLE III.  
USE OF RESIDENTIAL LOTS

A. Each Lot within Moonshiner Estates shall be constructed upon, improved, used and occupied only for private residential purposes consistent with the zoning regulations of the City of Gillette, Campbell County, Wyoming, in effect on the date that said construction, improvement, use or occupation begins. No Owner shall seek to modify the current zoning of the Lots comprising Moonshiner Estates, which Lots are zoned R-S.

ARTICLE IV.  
CONSTRUCTION

A. Dwelling Size. The principal dwelling shall have a minimum fully enclosed finished living area devoted to living purposes, exclusive of porches, terraces and garage, of 1,750 square feet above ground. All construction, including utilities, shall meet the building codes for the City of Gillette, Campbell County, Wyoming, on the date of commencement of the said construction. All utilities serving the dwelling or any other improvement shall be buried.

B. Construction. All dwellings shall be completed and ready for occupancy within twelve (12) months after construction begins. All dwellings shall be "stick built" and constructed on site. No mobile homes or modular or prefabricated dwellings, garages or storage buildings may be placed on the Lots. All exterior materials shall be wood, brick, stone, stucco, prefinished aluminum siding, prefinished steel siding, or any combination thereof. All roofs shall consist of earthtone (including black) asphalt shingles, wood shingles, shake shingles, or pre-finished steel raised seam, to the extent permitted by the City of Gillette for any contractor constructing a dwelling within the City limits. All buildings and structures shall be constructed and maintained in such a fashion and of such materials so as not to detract from living conditions in the area.

C. Flues and Vents. Unless otherwise approved by the Committee, all flues and vents shall exit the roof of a dwelling on the rear side of the roof rather than on the street side of the roof.

D. Land Use and Building Type. All Lots shall be used only for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling not to exceed two and one-half stories in height, and a private garage for not less than two cars. No Lot shall be split or subdivided and shall remain whole for the duration of these Covenants. Detached buildings shall be constructed in a like manner to the residence with the same architectural design, and the same siding, roof, window, and door design as the residence. Detached buildings shall not exceed fifty percent (50%) of the "foot print" square footage of the principal dwelling.

E. Dwelling Valuation/Size. All dwellings constructed on the Lots in the Subdivision shall be constructed so that they have a minimum finished square footage of at least 1,750 square feet above ground. At the time that the plans and specifications for the dwelling are submitted to

the Committee, the party seeking approval shall submit to the Committee the copy of an appraisal or plans in a form acceptable to the Committee showing compliance with the minimum square footage requirement. All dwellings constructed on any Lot shall be constructed so that they shall have a minimum appraised value (including the value of the Lot) upon completion of at least \$250,000.00.

F. Architectural Control. No building, fence, wall or other structure may be constructed, erected or placed on any Lot until the plans, specifications, and design for the building or structure; and a plan showing the location of the building or structure have been approved by the Committee as to quality of workmanship and materials, harmony of exterior design with existing structures and buildings, location with respect to topography and finished grade elevation, and compliance with these Covenants. No fences or walls shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line established herein.

G. Building Locations. All structures shall have a minimum of a 90' setback from the Lot line parallel and closest to Moonshiner Drive, Gillette, Campbell County, Wyoming. The front of all dwelling structures shall face Moonshiner Drive. No structure shall be constructed within 40' of the rear Lot line. No building or appurtenance to a building (including but not limited to decks) shall be located nearer than twenty (20) feet to an interior Lot line.

H. Waste Storage and Disposal. No Lot shall be used or maintained as a dumping ground or gathering place for rubbish, trash or garbage. Waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of waste shall be kept in a clean and sanitary condition and shall be stored out of view. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

I. Sewer Service. The purchaser of each Lot is responsible for determining the location and elevation of the sewer service and determining how the location and the elevation of the sewer service will affect the type and location of the dwelling to be constructed upon the Lot. (Location of the sanitary sewer is identified on Exhibit "A".)

J. Soil Analysis. The purchaser and owner of any Lot in the Subdivision shall be responsible for obtaining and reviewing soil reports relating to the Lot and engaging a Professional Engineer with geotechnical expertise to evaluate the soil conditions. Soil reports and hydrology reports have been completed as required by the City of Gillette and copies may be obtained from the said City of Gillette, City Engineer. Lot Owners shall not rely upon the soils or hydrology reports on file with the City of Gillette as their sole source of geotechnical and soils information for determining appropriate design or improvements.

K. Driveways. All driveways shall be composed of concrete or asphalt. Only one driveway shall be permitted per Lot. Circular driveways may be approved by the Committee. Driveways shall be paved from the street to the garage with material such as asphalt, concrete, or paving stone. Driveways shall be 12 feet in width from the street to the property line. Driveways shall be maintained by the Lot Owner. Driveways shall be approved by the Committee before construction begins. The plan for construction of the intersection of the driveway and the public walkway along Moonshiner Drive shall be approved by the Committee. The public walkway shall be maintained throughout construction.

#### ARTICLE V. COMMERCIAL USE

A. No part of Moonshiner Estates shall be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or other non-residential purposes including, but not limited to, stores, shops, repair shops, storage or repair garage, restaurant, dance hall, pipe yard, oil field business, construction yard, livestock or agricultural enterprise, or other public place of amusement, except business utilizing telecommunications or electronic storage/retrieval shall be permitted or approved by the Committee, provided such business does not require physical customer, vendor, client, or patient traffic.

ARTICLE VI.  
SUB-SURFACE USE

A. Surface Utilization. Mineral rights have been severed from the surface within the Subdivision.

B. Mineral Exploration, Development, or Production. Each Lot Owner in Moonshiner Estates hereby assigns, grants, and conveys his right to negotiate and collect surface damages for mineral exploration, development, and production to the Committee subject to the following:

1. *Proposals for Exploration.* The Committee shall receive all proposals for surface access or damage agreements from Operator(s) seeking surface access for mineral exploration, development, or production on Moonshiner Estates (the "Subdivision") properties. Any such proposal shall set forth all damages attributed to the entire Subdivision; and the proposed terms and conditions for the right of access to the surface lands; and such proposal shall set forth the amount of damages to the nature and extent of access to be attributed to each individual Lot Owner.
2. *Circulation of Proposals.* The Committee shall circulate the proposal(s) among the Lot owners within the Subdivision within ten (10) business days of receipt and may also negotiate to receive clarifications or additional proposals.
3. *Approval of Proposals.* The Committee shall approve, on behalf of all Lot owners, only those surface damage agreements which are unanimously approved in writing by all of the Lot owners in the Subdivision.
4. *Distribution of Proceeds.* Upon the unanimous approval of the Lot owners within the Subdivision, the Committee shall direct the Operator or other person making the approved proposal to pay the damages as provided under the proposal to the individual Lot owners or to the Committee.
5. *Failure of Proposal.* If unanimous approval of the Lot owners is not obtained, the Committee shall make no agreement for surface access or damages.
6. *Condemnation.* In the event all of the Lot owners of the Subdivision cannot reach unanimous approval of a given proposal, no individual Lot Owner may agree to grant surface access or receive surface damages, provided, however, that if an Operator posts a bond for entry in accordance with Wyoming law, the Committee may in its usual course of business decide to pursue the claims on behalf of the Lot owners collectively. If the Committee declines or fails to pursue the rights of the Lot owners collectively, the individual Lot owners may pursue their individual claims for damages at their own expense after an assignment of that right is granted to them from the Committee. Such an assignment shall not be unreasonably withheld. Neither the Committee nor any Lot Owner acting in an individual capacity shall be required to make or pursue any claim for damages.

ARTICLE VII.  
WATER SUPPLY

A. Each Lot Owner shall utilize as their potable water source, water supplied by the City of Gillette, Campbell County, Wyoming. Water shall be individually metered.

ARTICLE VIII.  
VEHICLES

A. No inoperable and/or unlicensed vehicle shall be exposed on any Lot in excess of one (1) week. No recreational vehicles, boats, trailers, campers, or commercial trucks (other than pickups) shall be parked either on any street in the Subdivision or on any Lot in the Subdivision except within the building setback lines. Operable recreational vehicles or trailers may be stored on the site for more than 72 hours only if they are located on asphalt or concrete. Such asphalt

or concrete location may be used as a permanent storage location, and any such storage shall be done in such a manner so as to be inoffensive. No front yard, side yard, back yard, street or other unpaved location readily visible from the street or by other Lot owners, shall be used for permanent storage of vehicles, including by way of illustration and not limitation, boats, trailers, camp trailers, recreational vehicles, motor cycles, snowmobiles.

**ARTICLE IX.  
WATER DRAINAGE**

A. Each Lot Owner shall be responsible for insuring that water drainage is continuous and adequate in the portion of the Lot which adjoins with Moonshiner Drive; and to insure that individual Lot landscaping and topography does not adversely impact other Lots or roadways within the Subdivision, or adjoining lands dedicated to the public.

**ARTICLE X.  
UTILITY ACCESS**

A. Lot Owners shall allow utility access for the reading of meters or other measuring devices, and for installation access or maintenance access of any and all utilities, whether public or private, installed in Moonshiner Estates. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. (See Exhibit "A" for reference to sanitary sewer location.) Within these easements, no structures, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the flow of water through drainage channels in the easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

**ARTICLE XI.  
OFFENSIVE ACTIVITY**

A. Barking dogs shall be considered an annoyance and nuisance and shall be considered a violation of these Covenants. No animals may be kept except dogs, cats, and other household pets. They shall be kept in an area which is adequately fenced, to the side or rear of the dwelling. All pet areas shall be maintained in a clean and sanitary condition so as to not be offensive to other Lot Owners. Commercial breeding, commercial boarding or raising of animals for sale is prohibited. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which is or may become a nuisance in the neighborhood. Any condition determined by the Committee to be offensive shall be corrected upon notification to the offending Owner within thirty (30) days.

**ARTICLE XII.  
ESTHETIC MAINTENANCE**

A. Signs. No signs of any kind shall be displayed to public view on any Lot except one sign of not more than five square feet advertising the property for sale or rent.

B. Landscaping. Each front yard and side yard visible from a public street shall be sodded or hydro seeded and landscaped to the rear of the structure. All rear yards not visible from a public street shall, at a minimum, be seeded by broadcast seeding. Ten (10) trees, acclimated to the climate in the Gillette, Wyoming area shall be planted and maintained in the front or side yard of each Lot. Placement of the trees shall occur in such a way as not interfere with neighboring Lot owners view of the Big Horn mountain range. Of the ten (10) trees, five (5) of these trees shall be a minimum of six (6) feet in height and the other five (5) shall be a minimum of five (5) feet in height. This requirement shall be the responsibility of the contractor of the principal residence and shall be inclusive in the contract between the building contractor and the Owner. Maintenance of the trees shall be the responsibility of the Owner. These requirements shall be met within two (2) months after the occupancy of the dwelling on the Lot unless an extension of time is requested of, and granted by the Committee.

C. Exterior Maintenance. Each individual Lot Owner shall be obligated to provide exterior maintenance of his own Lot and to include but not limited to painting, mowing and trimming the entire area of the Lot; and to adequately irrigate the landscaped portions of the Lot; and to not allow trash or garbage of any kind to accumulate. If an Owner of any Lot in the Subdivision shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Committee, the Committee by a vote of at least two-thirds, shall have the right to enforce by injunctive or other legal remedy the obligation of any Owner under this article to enter upon the parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall become a debt of the Owner of the Lot and the Committee may enforce the debt by lien, foreclosure, or other judicial remedy.

D. Telephone, Electrical and Utility Wires. All telephone, electrical and other utility wires and/or cables shall be placed underground from the main trunk lines to each principal residence and/or improvement.

### ARTICLE XIII. ARCHITECTURAL CONTROL

A. Initial Committee. The three (3) members of the Declarant shall be the Architectural Control Committee under this Declaration of Covenants until such time as all of the Lots in the Subdivision have been sold and conveyed by the Declarant or until Declarant resigns as the Committee, whichever date occurs first. At the time all of the Lots in the Subdivision have been sold and conveyed by the Declarant or on the date Declarant or any one of the members of Declarant resigns the Committee, whichever occurs first, the Owners of the Lots in the Subdivision shall elect an Committee or Committee member(s) under the provisions of this Article.

B. Election of Members. The Committee shall always consist of three (3) persons. The members of the elected Committee shall be owners of Lots in the Subdivision. The three (3) nominees receiving the most votes shall serve as members of the Committee. Each Lot shall be entitled to one vote in the election for members of the Committee. Joint owners of a Lot shall have one vote. If a person or entity owns more than one Lot, they shall have one vote for each Lot.

C. Frequency of Elections. After Declarant is no longer the Committee, elections for the Committee shall be held annually on the first day of March of each year at a meeting called for that purpose or on such other date as the Committee may determine. At least twenty-four hours notice of the meeting shall be given by telephone or by mail to all Lot owners by the Committee. Upon the death or resignation of any member of the Committee, the remaining members shall have authority to designate a successor who shall remain on the Committee until the next annual election.

D. Meetings of the Committee. Members of the Committee shall elect a chairman who shall keep a written record of all proceedings and actions taken by the Committee and who shall be responsible for all correspondence. Meetings of the Committee may be called at any time by the chairman as required to transact business, and the Committee shall formulate its own rules and regulations for the calling of such meetings and the conduct of its business. The decisions of the Committee shall be made by majority vote.

E. Time Limits. Within thirty days after receiving a written request for approval of plans or other approval as provided herein, the Committee shall either approve or disapprove the request in writing. In the event the Committee fails to approve or disapprove in such period of time, approval shall not be required, and the related covenants shall be deemed to have been fully complied with. If the request for approval is rejected because of noncompliance with the Covenants, the reasons therefor shall be stated. Committee decisions shall not be arbitrary or capricious.

F. Variances. Upon written request, the Committee may, in its sole discretion, vary the limitations contained in the Covenants when strict compliance with the Covenants would result in hardship on a Lot Owner, but only to the extent that the requested variance is consistent with the intent and purpose of the Covenants which is to insure a Subdivision that is aesthetically attractive and a highly desirable residential area. The Committee shall approve or disapprove the request for variance within forty-five days of the receipt thereof. Failure of the Committee to approve or disapprove a request for a variance within forty-five days shall not be deemed approval nor waive the requirement for approval.

G. Immunity of Committee. To the maximum extent permitted by law, Declarant and the Committee shall be immune from liability for its acts or omissions including, but not limited to, negligent acts or omissions.

#### ARTICLE XIV. GENERAL PROVISIONS

A. Covenants Run with Land. These Covenants shall run with the land and shall be binding upon all Lot Owners, their heirs, trustees, successors and assigns. These Covenants shall run with the land and shall be binding upon all persons claiming under them for a period of twenty-five years from the date of this Declaration. These Covenants shall be automatically extended for successive periods of ten years unless an instrument signed by eighty percent (80%) of the then owners of the Lots has been recorded, agreeing to amend or to repeal these Covenants.

B. Enforcement. These Covenants may be enforced by the Committee or any Owner. Enforcement of these Covenants shall be by any proceeding at law or in equity (i) against any person or persons violating or attempting to violate any Covenant, either to restrain or enjoin violation or to recover damages, (ii) against any Lot to enforce any lien or Covenant by this Declaration, or (iii) both.

1. Before the Committee may bring an action to enforce these Covenants, the Committee shall first afford the person or persons violating or attempting to violate any Covenant the following process:
  - a. Notice. The Committee shall provide written notice of the violation to the Owner(s) of the Lot at issue, and that the violation(s) must be corrected within thirty (30) days or a hearing demanded by the alleged violator before the Committee to contest the existence of the violation.
  - b. Hearing. If the alleged violator desires a hearing to contest the existence of the violation, they shall make a demand for the same, in writing, delivered to the Committee on or before ten (10) days from the date of the mailing of the notice of the violation. The hearing shall be informal in nature and shall be conducted by the Committee or its designee at a date and time chosen by the Committee, usually at its next regularly scheduled meeting. The Committee shall provide written notice of the date and time set for such hearing to the person or persons requesting such hearing.
  - c. Decision. Within a reasonable time after the conclusion of a hearing, the Committee shall render a determination as to the existence or nonexistence of the violation. If the Committee determines there is a violation or an attempted violation of any Covenant, the Committee may proceed to enforce the Covenant in the manner as set forth herein.
2. In the event any proceeding at law or in equity is brought and successfully prosecuted by the Committee or any Owner to enforce these Covenants, the Committee shall be entitled to recover damages incurred in enforcement, including liquidated damages in the amount of \$25.00 per day from the date of (i) in the case of the Committee, the violator's receipt of the notice of violation, or (ii) in the case of any Owner, the filing of the action. The Committee or Owner shall also be entitled to recover their costs incurred in enforcement, including, but



not limited to, reasonable attorney fees. Under no circumstances shall a party bringing an action to enforce these Covenants be liable for any costs, attorney fees, or expenses incurred by a defending party.

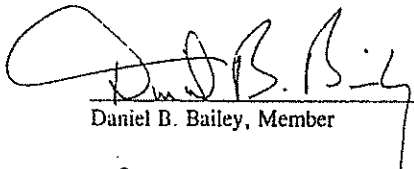
- 3. Any judgment in favor of the Committee for damages, costs, or attorney fees, shall be a lien in favor of the enforcer against the lot or lots which are the subject of the proceedings and shall be a continuing lien against the lot and an obligation of the Owner and may be enforced as provided by law.
- 4. The failure or forbearance by the Committee or any Owner to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any of the within covenants or restrictions cannot be adequately remedied by action at law or by recovery of damages. The remedies provided for in this Declaration shall be cumulative and not exclusive.


C. Amendment. These Covenants may be amended by Declarant at any time before Declarant has sold and conveyed seven (7) of the Lots in the Subdivision. Once seven (7) of the Lots in the Subdivision have been sold and conveyed by Declarant, these Covenants may be amended or altered upon the approval of the owners of seven (7) or greater Lots of the Subdivision.

D. City Ordinances. If the City of Gillette imposes any limitations on the use or development of these Lots which is more restrictive than the restrictions imposed by these Covenants, then the more restrictive limitations of the City of Gillette shall take precedence over these Covenants.


IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has hereunto set its hand and seal this 28<sup>th</sup> day of September 2001.

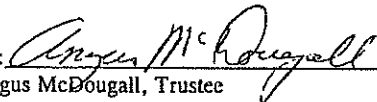
MOONSHINER DEVELOPMENT, LLC

 Dated: 9/28/01  
 Daniel B. Bailey, Member

 Dated: 9/28/01  
 Curtis J. Betcher, Member

Sara L. Hartsaw, M.D., Revocable Trust, U/A dated 12/15/1999, Member

By:  Dated: 9/28/01  
 Sara L. Hartsaw, M.D., Trustee

By:  Dated: 9/28/01  
 Angus McDougall, Trustee

STATE OF WYOMING )  
 ) §  
COUNTY OF CAMPBELL )

The above and foregoing instrument was acknowledged before me by Curtis J. Betcher, this 28<sup>th</sup> day of September 2001.

Witness my hand and official seal.



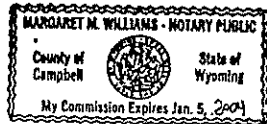
My commission expires: 1/5/04

Margaret M. Williams  
Notary Public

STATE OF WYOMING )  
 ) §  
COUNTY OF CAMPBELL )

The above and foregoing instrument was acknowledged before me by Daniel B. Bailey, this 28<sup>th</sup> day of September 2001.

Witness my hand and official seal.



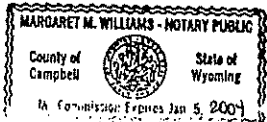
My commission expires: 1/5/04

Margaret M. Williams  
Notary Public

STATE OF WYOMING )  
 ) §  
COUNTY OF CAMPBELL )

The above and foregoing instrument was acknowledged before me by Sara L. Hartsaw in her capacity as Trustee of the Sara L. Hartsaw, M.D., Revocable Trust, U/A dated 12/15/99, this 28<sup>th</sup> day of September 2001.

Witness my hand and official seal.



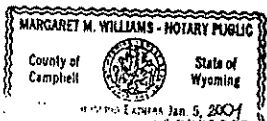
My commission expires: 1/5/04

Margaret M. Williams  
Notary Public

STATE OF WYOMING )  
 ) §  
COUNTY OF CAMPBELL )

The above and foregoing instrument was acknowledged by Angus McDougall, in his capacity as Trustee of the Sara L. Hartsaw, M.D., Revocable Trust, U/A dated 12/15/99, this 28<sup>th</sup> day of September 2001.

Witness my hand and official seal.



My commission expires: 1/5/04

Margaret M. Williams  
Notary Public

**FINAL PLAT**

**MOONSHINER ESTATES**

A PORTION OF THE S1/2 SW1/4 OF SECTION 28 AND THE N1/2 NW1/4 OF SECTION 32 T28N R28E OF THE SIXTH PRINCIPAL MERIDIANS CAMPBELL COUNTY, WYOMING

**SURVEYOR'S CERTIFICATE**

I, Open Bounders, being duly sworn, certify that the foregoing plat was prepared by me or under my supervision and that the same is a true and correct copy of the original plat on file in my office.

**DEDICATION**

The following is a description of the land to be dedicated to the public use of the State of Wyoming:

... (Detailed description of the land area, including acreage and location) ...

**APPROVALS**

By the Surveyor: Open Bounders

By the County Clerk: Cheryl Udell

**LEGEND**

- PLAT AREA
- PLAT AREA
- PLAT AREA
- PLAT AREA

**SUMMARY**

... (Summary of the survey and plat) ...

**LINE TABLE**

LINE NO.	BEARING	DISTANCE
1	N 89° 15' 00" E	100.00
2	S 89° 15' 00" E	100.00
3	S 89° 15' 00" E	100.00
4	N 89° 15' 00" E	100.00
5	S 89° 15' 00" E	100.00
6	S 89° 15' 00" E	100.00
7	N 89° 15' 00" E	100.00
8	S 89° 15' 00" E	100.00
9	S 89° 15' 00" E	100.00
10	N 89° 15' 00" E	100.00
11	S 89° 15' 00" E	100.00
12	S 89° 15' 00" E	100.00
13	N 89° 15' 00" E	100.00
14	S 89° 15' 00" E	100.00
15	S 89° 15' 00" E	100.00
16	N 89° 15' 00" E	100.00
17	S 89° 15' 00" E	100.00
18	S 89° 15' 00" E	100.00
19	N 89° 15' 00" E	100.00
20	S 89° 15' 00" E	100.00
21	S 89° 15' 00" E	100.00
22	N 89° 15' 00" E	100.00
23	S 89° 15' 00" E	100.00
24	S 89° 15' 00" E	100.00
25	N 89° 15' 00" E	100.00
26	S 89° 15' 00" E	100.00
27	S 89° 15' 00" E	100.00
28	N 89° 15' 00" E	100.00
29	S 89° 15' 00" E	100.00
30	S 89° 15' 00" E	100.00
31	N 89° 15' 00" E	100.00
32	S 89° 15' 00" E	100.00
33	S 89° 15' 00" E	100.00
34	N 89° 15' 00" E	100.00
35	S 89° 15' 00" E	100.00
36	S 89° 15' 00" E	100.00
37	N 89° 15' 00" E	100.00
38	S 89° 15' 00" E	100.00
39	S 89° 15' 00" E	100.00
40	N 89° 15' 00" E	100.00
41	S 89° 15' 00" E	100.00
42	S 89° 15' 00" E	100.00
43	N 89° 15' 00" E	100.00
44	S 89° 15' 00" E	100.00
45	S 89° 15' 00" E	100.00
46	N 89° 15' 00" E	100.00
47	S 89° 15' 00" E	100.00
48	S 89° 15' 00" E	100.00
49	N 89° 15' 00" E	100.00
50	S 89° 15' 00" E	100.00
51	S 89° 15' 00" E	100.00
52	N 89° 15' 00" E	100.00
53	S 89° 15' 00" E	100.00
54	S 89° 15' 00" E	100.00
55	N 89° 15' 00" E	100.00
56	S 89° 15' 00" E	100.00
57	S 89° 15' 00" E	100.00
58	N 89° 15' 00" E	100.00
59	S 89° 15' 00" E	100.00
60	S 89° 15' 00" E	100.00
61	N 89° 15' 00" E	100.00
62	S 89° 15' 00" E	100.00
63	S 89° 15' 00" E	100.00
64	N 89° 15' 00" E	100.00
65	S 89° 15' 00" E	100.00
66	S 89° 15' 00" E	100.00
67	N 89° 15' 00" E	100.00
68	S 89° 15' 00" E	100.00
69	S 89° 15' 00" E	100.00
70	N 89° 15' 00" E	100.00
71	S 89° 15' 00" E	100.00
72	S 89° 15' 00" E	100.00
73	N 89° 15' 00" E	100.00
74	S 89° 15' 00" E	100.00
75	S 89° 15' 00" E	100.00
76	N 89° 15' 00" E	100.00
77	S 89° 15' 00" E	100.00
78	S 89° 15' 00" E	100.00
79	N 89° 15' 00" E	100.00
80	S 89° 15' 00" E	100.00
81	S 89° 15' 00" E	100.00
82	N 89° 15' 00" E	100.00
83	S 89° 15' 00" E	100.00
84	S 89° 15' 00" E	100.00
85	N 89° 15' 00" E	100.00
86	S 89° 15' 00" E	100.00
87	S 89° 15' 00" E	100.00
88	N 89° 15' 00" E	100.00
89	S 89° 15' 00" E	100.00
90	S 89° 15' 00" E	100.00
91	N 89° 15' 00" E	100.00
92	S 89° 15' 00" E	100.00
93	S 89° 15' 00" E	100.00
94	N 89° 15' 00" E	100.00
95	S 89° 15' 00" E	100.00
96	S 89° 15' 00" E	100.00
97	N 89° 15' 00" E	100.00
98	S 89° 15' 00" E	100.00
99	S 89° 15' 00" E	100.00
100	N 89° 15' 00" E	100.00

**APPROVALS**

By the Surveyor: Open Bounders

By the County Clerk: Cheryl Udell

**FINAL PLAT**

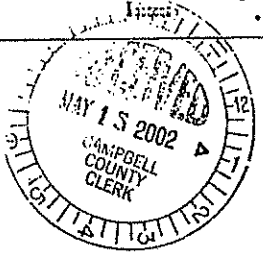
MOONSHINER ESTATES

Campbell County, Wyoming

STATE OF WYOMING } ss.  
Campbell County

Filed for record this 15th day of May  
A.D. 2002 at 1:00 o'clock P.M. and recorded  
in Book 1757 of Photos RECORDED  
on page 294-304 Fees \$ 26.00 ABSTRACTED  
INDEXED  
CHECKED

Open Bounders 796389  
County Clerk and Ex-Officio Register of Deeds  
By Cheryl Udell  
Deputy



**EXHIBIT A**

TO THE PUBLIC  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
BY MOONSHINER DEVELOPMENT LLC,  
A WYOMING LIMITED LIABILITY COMPANY,  
OF LANDS TO BE KNOWN AS:

PORTION OF MOONSHINER ESTATES PHASE II TRACT A ZONED RS

THIS DECLARATION is made on the date hereinafter set forth by Moonshiner Development LLC, herein referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in Campbell County, State of Wyoming, more particularly described as follows:

WHEREAS, it is the intention of the Declarant that the land located in this Subdivision shall be developed and maintained as highly desirable residential area; and

WHEREAS, Declarant shall convey the said real property, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth.

NOW THEREFORE, Declarant hereby pronounces that all of the real property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any rights, title, or interest in the described real property and any part thereof, their heirs, trustees, successors, and assigns, and shall inure to the benefit the burden of each owner thereof and which are intended not to be merely personal; and

All of the Lots of the Subdivision shall be held, transferred, sold, conveyed or contracted to be conveyed by Declarant subject to the conditions, restrictions, reservations, and covenants now on record and upon the following express the conditions, provisions, reservations, restrictions, servitude's and covevants (collectively, the "Covenants"). Each and every covenant is for the benefit and burden of the entire Subdivision and the benefit and burden of every landowner therein. These Covenants shall be binding on all owners of the land in the Subdivision and their successors in interest regardless of how that interest is acquired. This includes, among others, adverse possessors, lessees, and purchasers at mortgage foreclosure sales. These Covenants are imposed pursuant to a general plan for the improvement and benefit of the Subdivision; and

All owners, each and every one, shall have the right to enforce the Covenants as they are imposed upon each Lot and owner. These Covenants are imposed upon the Subdivision as a whole.

ARTICLE I.  
DEFINITIONS

- A. "Moonshiner Estates Phase II Tract A" and "Subdivision" shall mean and refers to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of these Covenants, conditions, and restrictions.
- B. "Property" or "properties" or "premises" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within a jurisdictions of these Covenants, conditions, and restrictions.
- C. "Covenants" shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens, and charges imposed by or expressed in this Declaration.
- D. "Declarant" shall mean and refer to Moonshiner Development, LLC, its agents, members, successors, and assigns.
- E. "Owner" of "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Subdivision, including contract sellers, but excluding those have such interested in merely as security for the performance of obligation.
- F. "Lot" or "Lots" shall mean and refer to any tract, tracts, plot, or plots, of land shown upon any recorded subdivision plat of Moonshiner Estates with the exceptions of common areas, if any, and streets therein.
- G. "Vehicle" shall be defined as any device designed to operate on wheels or runners for transporting persons or objects.
- II. "Committee" shall refer to the Architectural Control Committee.
- I. "Permanent Storage" shall mean parking, placing or locating an object in a location, or approximately the same location, for greater than 60 days.

ARTICLE II.  
NATURE AND PURPOSE OF THE COVENANTS

A. The covenants set forth in this Declaration constitute a general scheme for the development, protection and maintenance of the Property to enhance the value, desirability and attractiveness of the Lots for the benefit of all owners of Lots therein. These Covenants are imposed upon Declarants, and upon the owners of all Lots, homeowners, landowner's association, and/or the equivalent. Said Covenants are for the benefit and burden of all Lots, and shall bind the owners of all such Lots. Such Covenants shall be burden upon and a benefit not only to the original owner of each Lot but also their heirs, trustees, successors and assigns. All such Covenants are intended as and hereby declared to be Covenants running with the land or equitable servitudes upon the land, as the case may be. These Covenants only pertain to Land within Tract A Zoned RS.

ARTICLE III.  
USE OF RESIDENTIAL LOTS

A. Each Lot within Moonshiner Estates Phase II Tract A shall be constructed upon, improved, used and occupied only for private residential purposes consistent with the zoning regulations of the City of Gillette, Campbell County, Wyoming, in effect on the date that said construction, improvement, use of occupation begins.

ARTICLE IV.  
CONSTRUCTION

A. Construction. All exterior materials shall be wood, brick, stone, stucco, prefinished aluminum siding, prefinished steel siding, or any combination thereof. All roofs shall consist of earthtone (including black) asphalt shingles, wood shingles, shake shingles, or pre-finished steel raised seam, to the extent permitted by the City of Gillette for any contractor constructing a dwelling within the City limits. All buildings and structures shall be constructed and maintained in such fashion and of such materials so as not to detract from living conditions in the area.

B. Land Use and Building Type. No building shall be erected, altered, placed or permitted to remain in any Lot other than one single family dwelling not to exceed two and one-half stories in height, and a private garage for not less than two cars. Detached buildings shall be constructed in a like manner to the residence with the same architectural design, and the same siding, roof, window, and door design as the residence. Detached buildings shall not exceed 50% of the "total square footage of building" square footage of the principal dwelling ( this includes all floor area and garage area). Detached buildings must be located with the west edge within seventy feet (70') of the west boundary of Tract A.

C. Soil Analysis. The purchaser and owner of any Lot in the Subdivision shall be responsible for obtaining and reviewing soil reports relating to the Lot and engaging a Professional Engineer with geotechnical expertise to evaluate the soil conditions. Soil reports and hydrology reports have been completed as required by the City of Gillette and copies may be obtained from the said City of Gillette, City Engineer. Lot Owners shall not rely upon the soils or hydrology reports on file with the City of Gillette as their sole source of geotechnical and soils information for determining appropriate design or improvements.

ARTICLE V.  
COMMERCIAL USE

A. No part of Moonshiner Estates Phase II Tract A shall be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or other non-residential purposes including, but not limited to, stores, shops, repair shops, storage or repair garage, restaurant, dance hall, pipe yard, oil field business, construction yard, livestock or agricultural enterprise, or other public place of amusement, except business utilizing telecommunications or electronic storage/retrieval shall be permitted or approved by the Committee, provided such business does not repair physical customer, vendor, client, or patient traffic.

ARTICLE VI.  
VEHICLES

A. No inoperable and/or unlicensed vehicles shall be exposed on any Lot in excess of one (1) week. No recreational vehicles, boats, trailers, campers, and commercial trucks (other than pickups) shall be parked either on any street in Subdivision or on any Lot in the Subdivision except within the building setback lines. Operable recreational vehicles or trailer may be stored on the site for more than 72 hours only if they are located on asphalt or concrete. Such asphalt or concrete location may be used as a permanent

storage location, and any such storage will be in such a manner so as to be inoffensive. No front yard, side yard, back yard, street or other unpaved location readily visible from the street or by other Lot owners, shall be used for permanent storage of vehicles, including by way of illustration and not limitation, boats, trailers, camper trailers, recreational vehicles, motorcycles, snowmobiles.

ARTICLE VII.  
UTILITY ACCESS

A. Lot Owners shall allow utility access for the reading of meters or other measuring devices, and for installation access or maintenance access of any and all utilities, whether public or private, install in Moonshiner Estates Phase II Tract A. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the flow of water through drainage channels in easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE VIII.  
OFFENSIVE ACTIVITY

A. Barking dogs shall be considered an annoyance and nuisance and shall be considered a violation of these Covenants. No animal may be kept except dogs, cats and other household pets. They shall be kept in an area which is adequately fenced, to the side or rear of the dwelling. All pet areas shall be maintained in a clean and sanitary condition so as to not be offensive to other Lot Owners. Commercial breeding, commercial boarding or raising of animals for sale is prohibited. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which is or may become a nuisance in the neighborhood. Any condition determined by the Committee to be offensive shall be corrected upon notification to the offending Owner within thirty (30) days.

ARTICLE IX.  
ESTHETIC MAINTENANCE

A. Signs. No signs of any kind shall be displayed to public view on any Lot except one sign of not more than five square feet advertising the property for sale or rent.

B. Telephone, Electrical and Utility Wires. All telephone, electrical, and other utility wires and/or cable shall be placed underground from the main trunk lines to each principal residence and/or improvements.

ARTICLE X.  
GENERAL PROVISIONS

A. Covenants Run with Land. These Covenants shall run with the land and shall be binding upon all Lot Owners their heirs, trustees, successors, and assigns. These Covenants shall run with the land and shall be binding upon all persons claiming under them a period of twenty-five years from the date of this

Declaration. These Covenants shall be automatically extended for successive periods of ten years unless an instrument signed by eighty percent (80%) of the then owners of the Lots has been recorded, agreeing to amend or to repeal these Covenants.

B. Enforcement. These Covenants may be enforced by the Committee or any Owner. Enforcement of these Covenants shall be by any proceedings at law or in equity (i) against any person or persons violating or attempting to violate any Covenant, either to restrain or enjoin violation or to recover damages, (ii) against any Lot to enforce any lien or Covenant by this Declaration, or (iii) both. The Committee shall be Curtis Betcher for one year after filing of these covenants. After one year the residents are responsible for elected or setting up the Committee.

1. Before the Committee may bring an action to enforce these Covenants, the Committee shall first afford the person or persons violating or attempting to violate any Covenant the following process:

a. Notice. The Committee shall provide written notice of the violation to the Owner(s) of the Lot at issue, and that the violation(s) must be corrected within thirty (30) days or a hearing demanded by the violator before the Committee to contest the existence of the violations.

b. Hearing. IF the alleged violator desires a hearing to contest the existence of the violation, they shall make a demand for the same, in writing, delivered to the Committee on or before ten (10) days from the date of the mailing of the notice of the violation. The hearing shall be informal in nature and shall be conducted by the Committee or its designee at a date and time chosen by Committee, usually at its next regularly scheduled meeting. The Committee shall provide written notice of the date and time set for such hearing to the person or persons requesting such hearing.

c. Decision. Within a reasonable time after the conclusion of a hearing, the Committee shall render a determination as to the existence or nonexistence of the violation. If the Committee determines there is a violation or an attempted violation of any Covenant, the Committee may proceed to enforce the Covenant in the manner as set forth herein.

2. In the event any proceeding at law or in equity is brought and successfully prosecuted by the Committee or any Owner to enforce these Covenants, the Committee shall be entitled to recover damages incurred in enforcement, including liquidated damages in the amount of \$25.00 per day from the date of (i) in the case of the Committee, the violator's receipt of the notice of the violation, or (ii) in the case of the Owner, the filing of the action. The Committee or Owner shall also be entitled to recover their costs incurred in enforcement, including, but not limited to, reasonable attorney fees. Under no circumstances shall a party bringing an action to enforce these Covenants be liable for any costs, attorney fees, or expenses incurred by the defending party.

3. Any judgement in favor of the Committee for damages, costs, attorney fees, shall be a lien in favor of the enforcer against the lot or lots which are subject of the proceedings and shall be a continuing lien against the lot and an obligation of the Owner and may be enforced as provided by law.

4. The failure or forbearance by the Committee or any Owner to enforce the Covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be conclusive presumption that any of the within covenants or restrictions cannot be adequately remedied by action at law or by recovery of damages. The remedies provided for in this Declaration shall be cumulative and not exclusive.



C. City Ordinance. If the City of Gillette imposes any limitations on the use or development of these Lots which is more restrictive than the restrictions imposed by these Covenants, then the more restrictive limitations of the City of Gillette shall take precedence over these Covenants.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has hereunto set its hand and seal this 9 day of July 2015

MOONSHINER DEVELOPMENT, LLC

Curtis J. Betcher Dated: 7/9/15  
Curtis J. Betcher, Member

Sara L. Hartsaw, M.D., Revocable Trust, U/A dated 12/15/1999, Member

Sara L. Hartsaw Dated: 7/9/15  
Sara L. Hartsaw, M.D., Trustee

Angus McDougall Dated: 7/9/15  
Angus McDougall, Trustee



Dianna L. Murphy

ACKNOWLEDGMENT

State of Wyoming )

)ss.

County of Campbell)

The foregoing instrument was acknowledged before me  
July 9, 2015

By: Moonshiner Development, LLC

Curtis Betcher, Member

Sara L. Hartsaw, MD., Revocable Trust, U/A Dated 12/15/1999, Member

Sara L. Hartsaw, MD., Trustee

Angus McDougall, Trustee

Witness my hand and official seal.



Dianna L. Murphy

Notary Public

My Commission expires: 2-11-2016

RECORDED  
ABSTRACTED  
INDEXED  
CHECKED

