

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 \_\_\_\_ day of July 2015

MOONSHINER DEVELOPMENT, LLC


  
Curtis J. Betcher, Member

Dated: 7/9/15

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

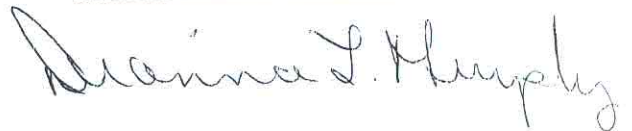
  
Sara L. Hartsaw, M.D., Trustee

Dated: 7/9/15

  
Angus McDougall, Trustee

Dated: 7/9/15





ACKNOWLEDGMENT

State of Wyoming )

)ss.

County of Campbell)

The foregoing instrument was acknowledged before me

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





# RECEIPT

DATE 7-9-15

No. 341018

RECEIVED FROM Curt Betcher

\$ 30<sup>00</sup>

DOLLARS

☐ FOR RENT

☒ FOR Recording

ACCOUNT	
PAYMENT	
BAL. DUE	

☒ CASH

☐ CHECK

☐ MONEY  
ORDER

☐ CREDIT  
CARD

FROM Campbell County Check

BY J

3-11