

892297

Book 2260 of Photos, Page 421

State of Wyoming )  
 )ss.  
County of Campbell )

GILLETTE LAND DEVELOPMENT II, INC. and  
CALAMITY LAND DEVELOPMENT, LLC  
To  
THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS

MOON SHADOW SUBDIVISION

Lots 9-22 and Tract E, Block One, Moon Shadows No. 2, First Filing; Lots 20-34, Block Two, Moon Shadows No. 2, First Filing; Lots 1-6, block Five, Moon Shadows No. 2, First Filing; and Lots 1-19, Block Six, Moon Shadows No. 2 First Filing, City of Gillette, Campbell County, Wyoming.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Gillette Land Development Company II, Inc. and Calamity Land Development, LLC, being the owners in fee simple of Moon Shadow Subdivision of Gillette, Campbell County, Wyoming, do hereby make this Declaration of Protective Covenants applicable to all the above described property.

1. **Restrictive Use.** Except for Tract E, Block One and Lots 1-6, Block Five, no lot within the subject property shall be used for any purpose except for single family residential purposes and will be restricted by the covenants contained in these Declarations. It is the further intent of these declarations to protect and enhance the value, desirability and attractiveness of said property.

No commercial or business activity other than home occupation use in conformance with paragraph 15 below, or any activity of a noxious or offensive nature may be conducted upon any lot of the subject property, nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood.

Tract E, Block One and Lots 1-6, Block Five within the subject property are zoned as commercial lots and as such, commercial or business activities are permitted so long as they meet the appropriate zoning requirements and regulations as set forth in the City of Gillette Planning and Zoning regulations.

2. **Architectural Control.** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a site plan showing the location of the structure has been approved by the Architectural Control Committee as to quality of the workmanship and materials, harmony of exterior design with existing structures, and location with respect to topography and finish grade elevations. All construction shall be new. No mobile homes shall be permitted. Modular, factory-built homes may be permitted if they meet all other requirements

herein. Modular and/or factory built homes must be permanently affixed to a poured concrete or concrete block foundation which extends around the entire perimeter of the structure with a crawl space or basement and must have a pitched and shingled roof. All construction and/or factory-built modular homes shall be new and must comply with all applicable building codes, zoning laws and the minimum building standards as set forth in this Declaration. No structure shall be moved from any location outside the subject property onto any tract of the subject property.

The Committee or its representative shall issue a receipt of such plans noting the time and date received. The committee shall provide a written approval or disapproval within 30 days of receiving an application for approval. The committee may request additional information from the applicant and may do so in writing. Such a request by the committee shall toll the time period for approval or disapproval until the requested documents are provided. In the event the application is disapproved the Committee shall inform the applicant in writing, of the specific basis for the disapproval and the manner in which the applicant may amend such application and/or plans to secure approval.

In the event the Committee or its representative fails to approve or disapprove any application as set forth above within 30 days of receipt by the Committee or if a suit to enjoin any non-approved construction is not initiated within 60 days following the completion and of footers and/or other permanent visible construction elements, Committee approval will not be required and that particular related covenant shall be deemed to have been fully complied with.

In the event that any construction is commenced upon any lot within the subject property without having first secured Committee approval, the Committee or any owner of a lot within the subject property may institute an action to enjoin such construction until the Committee approval has been granted. The prevailing party in any such injunction action shall be entitled to recover their attorney fees and costs of such action.

The Committee shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to this Declaration. Any approval or permission granted by the Committee shall not be construed or constitute approval or permission by any official or commission of any government agency. Obtaining permits, applications or other written instruments required by any public or governmental agencies shall be the sole responsibility of the applicant, and any approval or permission granted by the Committee shall not in any way be construed as to mean acceptance of any submission to any private or governmental agency. Any approval or permission granted by the Committee shall not be construed in any way as an expression of the ultimate quality of the construction, the soundness of the construction, whether the construction is engineered correctly and whether the construction will fulfill its designed purpose(s).

3. **Architectural Control Committee.** An Architectural Control Committee for the subject property is hereby constituted. The committee is composed of the Board of Directors of the Gillette Land Development II, Inc. and Calamity Land Development, LLC or their successors as provided herein. All notices to the committee required herein shall be sent to the Moon Shadow

Subdivision, Architectural Control Committee, 1807 Capitol Ave., Suite 108, Cheyenne, WY 82001." The committee may designate a representative to act on its behalf. In the event of a vacancy due to death, termination, or resignation of any member, the remaining member(s) shall have full authority to act and designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation of any kind for services performed pursuant to this covenant. After 10 years from the date of this instrument, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to amend any powers or duties of the Committee.

4. **Building Quality and Size.** Unless otherwise approved by the Architectural Control Committee, no building shall be permitted on any lot in which the total ground floor livable area of the residential structure, exclusive of the porch and garage is less than one thousand one hundred (1,100) square feet. It is understood that these minimum area requirements shall be determined by measurement of the framing dimensions of the living quarters on the ground floor only and are exclusive of any basement area.

Exterior colors and exterior construction materials of all dwellings must be approved, in writing, by the Architectural Control Committee. Vinyl siding shall be allowed but such siding must have a minimum of 25 year manufacture's warranty.

Metal, wood or vinyl storage sheds, garages or other outbuilding may be allowed subject to approval of the Architectural Control Committee.

Once construction has begun on any residence, wall, fence, outbuilding of any nature or a modification thereof, such construction must be completed within one (1) year.

Each lot shall be limited to one television antenna or mini-satellite dish.

5. **Minimum Size and Building Locations.**

- A. No building shall be located on any lot in conflict with the regulations of the City of Gillette or in conflict with rules and regulations promulgated by the Architectural Control Committee.
- B. For the purposes of these covenants, eaves, steps and open porches shall not be considered as part of the building provided, however, that this shall not be construed to permit any portion of a building to encroach on another lot.
- C. No buildings, landscaping or other site improvements shall be allowed which may interfere with the natural drainage patterns which exist through the subdivision as a whole. Any proposed changes in the subdivision's natural or designed drainage patterns must be shown on lot owner's application for approval of construction and must include a complete written definition of all proposed drainage changes.

6. **Future Regulation.** In order to regulate and keep conformity of design, all major repairs, maintenance, decorating and yard upkeep shall be governed by the Architectural Control Committee. Any controversy or question regarding the "Restrained Activities" shall be referred to the Architectural Control Committee whose decision shall be final. No owner shall be allowed to engage in hereinafter described "Restrained Activities" without the written consent of the Architectural Control Committee. "Restrained Activities" shall be identified and defined as follows:

- A. **Alteration of Exterior Design.** It shall be a restrained activity to remove, replace, repair or alter roofing, gutters and downspouts, walls, concrete porches, sidewalks, driveways and landscaping or any other exterior feature which would change the appearance of the building or front yard.
1. All roofs, exterior trim, siding, garage doors and front fences will remain the same color and quality as originally installed.
  2. In the event of damage or destruction of any or all properties covered by these covenants, the damaged property shall be promptly repaired or reconstructed at the cost of the present owner. Repairs and reconstruction must be completed in such a way as to not change the outward appearance of the building or any retaining walls.
  3. No fence, wall or solid hedge shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. No chain link fencing, barbed wire or other wire or woven fencing may be installed on a subject lot either temporarily or permanently. All fences must be approved by the Architectural Control Committee prior to their installation.

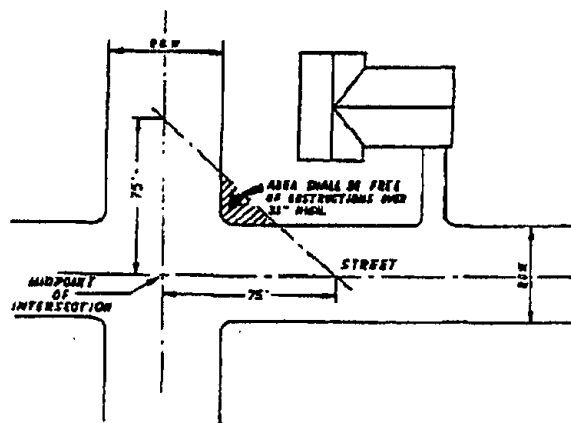
7. **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on public records. Within these easements, no structure, vehicles, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, ingress or egress of emergency vehicles or pedestrian traffic or which may change the direction of the flow of drainage channels in the easements. No owner shall be allowed to alter the final grade of the property or otherwise obstruct surface drainage. No plantings that require watering are recommended within five feet of the foundation.

8. **Temporary Structures.** No structure of a temporary character, trailer, modular, basement, tent, shack, barracks, garage or barn shall be used on any lot at any time as a residence, either temporary or permanent. However, this covenant shall not restrict a home builder from maintaining a temporary tool shed or lumber shed for the purpose of erecting dwellings, provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structure whenever the same has been on the premises for an unreasonable length of

time, or in any other way has become a nuisance.

9. **Nuisances.** No obnoxious or offensive activity shall be carried on, upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. **Street Access and Sight Distance at Intersections.** On corner lots, no fence, wall, or sign structure shall be erected, nor any tree, hedge or shrub shall be allowed or planted that is greater than a height of thirty-three inches or less than ten feet above the street elevation other than a pole twelve inches or less in diameter, within a right triangle formed by the centerlines of the intersecting streets (excluding alleys) drawn from the point of intersection back a distance of seventy-five feet to a point, then connect said points to form the hypotenuse of a right triangle. See figure below:



11. **Parking and Non-Operative Vehicles and Facilities.** Parking of trailers, campers, recreational vehicles, snowmobiles, boats, ATV's and other comparable vehicles, large or small, shall be limited to a period not to exceed 72 hours, when parked on the street in front of a residence or a parking area between the front building line and a street. The parking of boats and trailers on the street or on any parking area between the front building line of the residence and a street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use.

Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence, on the front driveway, on any area between the front building line of the residence and a street and/or in the rear yard for a period of more than 72 hours at any one time or as a repeated matter of practice.

12. **Signs.** No sign of any kind, on any lot other than commercial lots, shall be displayed in public view except one professional sign of not more than one square foot or one sign of not more than five square feet that advertises the property for sale or rent or signs used by a builder to advertise the property during construction and sales periods.

13. **Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. This does not however, prohibit Gillette Land Development II Inc, or any successor developer from removing, transferring and/or selling topsoil, gravel or other material from the subdivision.

14. **Livestock and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that no more than a total of three (3) dogs, cats or other household pets (or combination thereof) may be kept provided that they are not kept, bred or maintained for any commercial purpose. These numbers may be exceeded in the event of a birth of offspring or during special occasions. However, such circumstances of excessive use may not exceed more than 120 days during any calendar year. All animals must be properly restrained and under the control of the owner. Such animals shall not be allowed to run free of the owner's property. Such animals shall not interfere in the quiet enjoyment of the other owners within the subject property. Owners shall not allow animal waste to become noxious to other land owners within the subject property.

15. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Garbage and all waste shall be kept in sanitary containers.

16. **Home Occupations.** Home occupations are permitted. However, nothing in this section shall be construed to relieve any person from compliance with any and all applicable City and County zoning restrictions. The applicant shall be responsible to determine which regulations govern applicants intended and actual home occupation use and shall be responsible for complying with those regulations.

In addition, all home occupation uses shall be in compliance with the following restrictions:

- a) Any alterations and/or construction to accommodate the home occupation use shall be approved by the Architectural Control Committee. The external character and appearance of the building shall be consistent with these covenants.
- b) There shall be no offensive noises, vibration, smoke, dust, odors, heat or glare resulting from such home occupation.
- c) No materials, goods, supplies or equipment related to the home occupation use shall be stored or displayed outside of any structure located on the company.

- d) One (1) unlighted sign, compatible with the residence and neighborhood, not more than 18 inches by 24 inches shall be permitted provided it is attached flat against the structure or window. The design of the sign shall be approved by the Architectural Control Committee.
- e) There shall only be incidental sales of stocks, supplies or products, except those made or produced on the premises. However, catalog sales are permitted.
- f) Employees of the home occupation shall be bonafide, full time residents of the principal residence on the lot only.

17. **Procedure.** The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to review the plans or issue written approval or disapproval of any submission within 90 days after plans and specifications or a question have been submitted to it, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

18. **Term.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (25) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the then lot owners has been recorded, agreeing to change said covenants in whole or in part. This declaration may be amended at any time, by an instrument signed by at least 2/3rds of the then owners of the lots agreeing to amend this declaration in whole or in part and recorded upon the Campbell County Clerk.

19. **Enforcement.** In the event that any person or persons shall violate any of these covenants, it shall be lawful for any owner of any lot or lots in the area of the Architectural Control Committee to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages or both. In addition, to recover from the party so violating such protective covenants, a reasonable amount of attorneys' fees required to bring and maintain the proceedings either to enjoin violation or for the recovery of money damages or both. The Architectural Control Committee is in no way responsible for the enforcement of the restrictions in this declaration.

20. **Severability.** Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

DATED this 15<sup>th</sup> day of May, 2007.

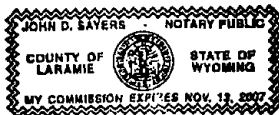
Gillette Land Development II, Inc.

By:   
G. Kevin Keller, President

STATE OF WYOMING )  
 ) ss.  
COUNTY OF LARAMIE )

The foregoing DECLARATION OF PROTECTIVE COVENANTS was acknowledged before me by G. Kevin Keller as President of Gillette Land Development II, Inc, this 15<sup>th</sup> day of March, 2007.

*May*



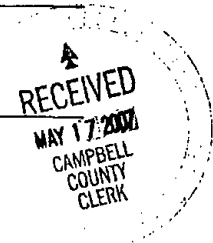
*[Signature]*  
Notary Public

My Commission Expires: 11-13-07

Calamity Land Development, LLC

By: *[Signature]*  
James Volk, Member

By: *[Signature]*  
Clayton Hartman, Member  
*EUGENE ENGRA*



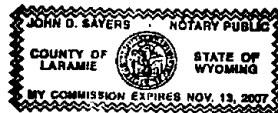
STATE OF WYOMING )  
 ) ss.  
COUNTY OF LARAMIE )

The foregoing DECLARATION OF PROTECTIVE COVENANTS was acknowledged before me by James Volk and Clayton Hartman, Members of Calamity Land Development, LLC, this 15<sup>th</sup> day of March, 2007

*May*

*[Signature]*  
Notary Public

My Commission Expires: 11-13-07



STATE OF WYOMING }  
Campbell County } ss.  
Filed for record this 17<sup>th</sup> day of May A.D. 2007 at 3:18 o'clock P.M. and recorded in Book 2260  
of Photos on page 421-428 Fees \$ 29.00  
*[Signature]* RECORDED  
County Clerk and Ex-Officio Register of Deeds ABSTRACTED  
INDEXED  
CHECKED  
By Deputy *[Signature]* 892297