

INDEXED

STATE OF WYOMING (ss 08-1834
COUNTY OF JOHNSON
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Linda B. Barbour Register of Deed
By _____ Deputy

STATE OF WYOMING)
)ss
County of Johnson)

TO THE PUBLIC: DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS
FOR GASTON ENERGY PARK .

A SUBDIVISION IN JOHNSON COUNTY, WYOMING

This declaration, made on the date hereinafter set forth by Luna, LLC
of JOHNSON County,
hereinafter referred to as "Declarant"

WITNESSETH

WHEREAS, Declarant is the owner of certain property in Johnson County, State of Wyoming, which is more particularly described upon the plat map as the same that is filed for record with the County Clerk and Recorder of Deeds for Johnson County, Wyoming, in connection with the Subdivision designated as Gaston Energy Park, situate in Johnson County, Wyoming, as the same is described in Exhibit "A" attached hereto and incorporated herein by reference, and;

WHEREAS, Declarant desires to place certain restrictive and protective covenants on the lots which comprise Gaston Energy Park for the betterment of health, safety, and welfare of the owners and occupants of said lots number 1, 2, 3, 4, 5. Refer to attached Plat Map.

NOW THEREFORE, Declarant hereby declares that all 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 all of the lots comprising Gaston Energy Park and herein specifying that these declarations shall constitute covenants not merely personal, but covenants the benefits and burdens of which run with all of the land and binding upon all parties having any right, title, or interest in the land of any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner of land in the Gaston Energy Park.

DEFINITION OF LOT

A lot shall mean and refer to any of the separate plots of land designated by a number upon any recorded map of the Subdivision.

I – DESIGNATION OF LOTS

The lots in Gaston Energy Park are hereby designated as follows: Lot # 1, 2, 3, 4, 5. No lots shall be used except for Commercial or Residential purposes. It is the intent to allow commerce activities, provide that such activities do not contribute excessive noise, dust, smoke or vibration to the surrounding environment nor contain a high hazard potential due to the nature of the products, materials or processes involved or which shall constitute a violation of any law of the United States, the State of Wyoming or Johnson County.

1. Lot Uses:
 - A. Single Family one Duplex
 - B. Veterinarian Hospitals or Clinics
 - C. Auto Body Repairs
 - D. Bottling Works
 - E. Billboards
 - F. Building material Sales (Except for Ready Mix Concrete and similar uses which emit dust, odor or smoke.
 - G. Carpenter, Cabinet, Plumbing or Sheet Metal Shops
 - H. Contractors office and equipment storage yard.
 - I. Frozen Food Lockers.
 - J. Green Houses and Nurseries Retail and Wholesale.
 - K. Light Manufacturing Operations- Providing that such use is not noxious or offensive by reason vibration or noise beyond the confines of the building or emission of dust, fumes, gas, odor or smoke.
 - L. Machinery Sales, service, repairs, painting and storage
 - M. Monument Sales and Manufacture.
 - N. Motor Vehicle sales, services, repairs and painting.
 - O. Oil field supply facilities.
 - P. Public Utility and Public Services as follows: Telephone exchange, microwave towers, radio towers, television towers, telephone transmission buildings, electric power plants.
 - Q. Public Utility storage yards when the entire storage area is enclosed by at least a 6' wall or fence.
 - R. Sign Printing and Manufacturing.
 - S. Truck Terminals.
 - T. Upholstery Shops.
 - U. Warehouses.
 - V. Welding shops.
 - W. Wholesale Merchandise Sales and Storage.
 - X. One mobile home, RV or portable office (not more than ten years old) may be used when in conjunction with an industry and located on the same lot with the Industry.

No lot may be further subdivided or split in any manner without the approval of the Johnson County Board of County Commissioners for Johnson County, Wyoming.

II - RESTRICTED USES

- 1) Acetylene gas manufacture or wholesale storage.
- 2) Acid manufacture.
- 3) Ammonia, bleaching powder or chlorine manufacture.
- 4) Arsenal.
- 5) Blast furnace.
- 6) Asphalt manufacture or refining, paving mixture plant.
- 7) Bag cleaning.
- 8) Boiler works.
- 9) Brick, tile or terra cotta manufacture.
- 10) Cement, lime, plaster of paris or gypsum manufacture.
- 11) Central mixing plant for cement, mortar, plaster or concrete.
- 12) Creosote treatment or manufacture.
- 13) Disinfectants manufacture.
- 14) Distillation of bones, coal or wood.
- 15) Dyestuff manufactures.
- 16) Explosive or fireworks manufacture or storage.
- 17) Exterminator and insect poison manufacture.
- 18) Fat rendering.
- 19) Forge plant.
- 20) Fertilizer manufacture.
- 21) Garbage offal or dead animal incinerations, reduction or dumping.
- 22) Gas manufacture or storage exceeding 100,000 gallons per two acres of land occupied. Glue, size or gelatin manufacture.
- 23) Iron, steel, brass or copper mill.
- 25) Mills, feed or flour.
- 26) Oiled goods manufactured from raw materials.
- 27) Ore reduction or smelting.
- 28) Paint, oil shellac, turpentine or varnish manufacture.
- 29) Paper and pulp manufacture.
- 30) Petroleum and its products, refining or wholesale storage.
- 31) Rubber or gutta percha manufacture or treatment.
- 32) Shoe polish manufacture.
- 33) Soap manufacture.
- 34) Soda and compound manufacture.
- 35) Slaughter and dressing of animals, including poultry and rabbit dressing.
- 36) Stockyards.
- 37) Tallow, grease or lard manufacture or refining including processing of animal fat.
- 38) Tanning, curing or storage of raw hides or skins.
- 39) Tar roofing or waterproofing manufacture.
- 40) Tar distillation or manufacture.
- 41) Vinegar manufacture.
- 42) Wool pulling or scouring.
- 43) Yeast Plant.
- 44) Acid manufacture.
- 45) Fat rendering.
- 46) Gas manufacture.
- 47) Stockyards.
- 48) Land fill
- 49) Shooting range
- 50) Saw mill
- 51) Mobile home park
- 52) Junk, used material, auto wrecking, salvage, paper, scrap, bottles or rags, bailing or storage except where such activities are carried on entirely within a building.

- 53) Man camp
- 54) And those uses which may be, and as ordinarily operated generally are obnoxious or offensive by reason of emission of odor, dust, smoke or noise.
- 55) Excavation and mining

III - CONTAMINANTS

- A. All contaminants must be disposed of and or recycled through a licensed Wyoming Department of Environmental Quality approved facility. Any violations will be reported to the DEQ Land Quality Enforcement Agency immediately. Lot owners will be held responsible for all expenses involved with any violations.
- B. No fuel tanks will be allowed unless installed and permitted by a DEQ Land Quality Authorized Agent.

IV - NUISANCES

No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done therein which may be, or may become, an annoyance or nuisance. Nuisance shall be considered any dangerous, injurious, noxious or otherwise objectionable fire, explosive, noise or vibration; smoke, dust, odor or other form of air pollution; electrical or other disturbance. No open burning shall be allowed on any lot.

V - LIVESTOCK AND OTHER ANIMALS

No livestock, including domestic pets, shall be allowed to remain loose within the Subdivision. The owner of each lot is required to keep all animals for which they are responsible within the confines of that lot. No animals of any kind shall be raised or bred for commercial purposes. Any animals that are not confined to their lot or become a nuisance or subject to neglect shall be removed by their owners or by other services at their owner's expense. Neglect is defined as lack of food or any other form of abuse. Nuisance is defined as excessive smell or noise. Farm animals are allowed for personal use only on lot #2 where a reservoir of natural water exists. No overgrazing shall be allowed. Grazing shall not exceed 70% of the existing growth.

The following shall clarify the types and number of animals allowed on lot #2:

- A. One or two cows
- B. Two or Three Horses
- C. Two or Three Sheep
- D. Two Dogs
- E. Two Cats

A maximum of two dogs and two cats are allowed on lots 1, 3, 4, 5.
ABSOLUTLY NO FARM ANIMALS ARE ALLOWED ON THESE LOTS.

VI - FENCING

No set back requirements on fencing. Fencing is allowed on property lines.

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~~the system is located, constructed, and equipped in accordance with the requirements of State~~
law, appropriate State agencies, and regulations promulgated by Johnson County. Provided further that no well may be dug, drilled, or installed upon any lot unless it meets all requirements of the State of Wyoming for well drilling and installation. All wells must be registered with the State Engineers Office upon completion.

XII - SEWAGE DISPOSAL

1) NO PROVISION IS MADE IN GASTON ENERGY PARK FOR PUBLIC OR CENTRAL SEWAGE DISPOSAL SYSTEMS.

2) No individual sewage disposal system shall be permitted on any lot in the Subdivision unless the sewage disposal system is located, constructed, and equipped in accordance with the requirement of State law, appropriate State agencies, and regulations promulgated by Johnson

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VII - SETBACKS

No buildings shall be located within 15' of front side or rear of property lines.

VIII - UNUSED LAND

All unused land area that is planned for future building expansion or other purposes shall be maintained and kept free of unsightly plant growth, stored material, rubbish and debris.

IX - EXTERIOR LIGHTING

Exterior lighting must be shielded and directed downward as to not cause reflection or danger to passing traffic on Interstate 90 and other Roads.

X - SIGNS

Signs visible from the exterior of any building may be lighted but no signs or any other contrivance shall be devised or constructed to rotate, gyrate, blink or move in any animated fashion. Lighted signs shall comply with Article IX above. Every sign shall be maintained in a safe presentable and good structural material condition at all times, including the repair or replacement of defective parts, painting, repainting, cleaning and other acts required for the maintenance of the sign.

XI - WATER SUPPLY

1) NO PROVISION IS MADE IN GASTON ENERGY PARK FOR PUBLIC OR CENTRAL DOMESTIC WATER SOURCE.

2) No individual water supply system shall be permitted on any lot in the Subdivision unless the system is located, constructed, and equipped in accordance with the requirements of State law, appropriate State agencies, and regulations promulgated by Johnson County. Provided further that no well may be dug, drilled, or installed upon any lot unless it meets all requirements of the State of Wyoming for well drilling and installation. All wells must be registered with the State Engineers Office upon completion.

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1) NO PROVISION IS MADE IN GASTON ENERGY PARK FOR PUBLIC OR CENTRAL SEWAGE DISPOSAL SYSTEMS.

2) No individual sewage disposal system shall be permitted on any lot in the Subdivision unless the sewage disposal system is located, constructed, and equipped in accordance with the requirement of State law, appropriate State agencies, and regulations promulgated by Johnson

County. Approval in the form of a Permit to Construct shall be obtained from the proper agencies prior to actual construction of any system.

XIII – SUBDIVISION ROADS

1) NO PROVISION IS MADE IN LUNA SUBDIVISION FOR THE PUBLIC MAINTENANCE OF STREETS OR ROADS. Lot owners shall be responsible for all maintenance of any roads within the subdivision. No equipment, vehicles, trailers, trailer campers, truck campers, bus campers, and trailers, or any other vehicles or equipment shall be allowed to park on any road within the GASTON ENERGY PARK.

XIV – POLLUTION OF WATERS

In the interest of public health and sanitation and so that the land known as Gaston Energy Park and all other land in the same locality can be benefited by a decrease in the hazards of stream pollution and by protection of water supplies, recreation, wildlife, and other public uses thereof, the Grantee will not use or permit the use of the above described property for any purpose that will result in the degradation of these uses nor allow pollution of any stream, lake or body of water within the subdivision.

No alterations shall be made to the banks of any stream, lake or pond which shall harm the natural aesthetics of the immediate area or which will permit the introduction of refuse, sewage, equipment, or other material which might affect these uses or pollute the waters or otherwise impair the ecological balance of the surrounding lands.

XV – GARBAGE AND REFUSE DISPOSAL

No lot shall be used and maintained as a dumping ground for rubbish and debris, nor shall any lot be used as a storage area for non-operative motor vehicles or equipment, miscellaneous parts or supplies, or other unsightly or unseemly material. All of the above shall be removed from lots at owner's expense. Trash, garbage, and other waste shall not be kept except in sanitary containers. Rocks, dirt piles, and construction debris shall be promptly removed from lots after construction of buildings. All owners shall provide regular weekly or monthly garbage and refuse removal. This service must start within 30 days of initiation of lot use. All materials or wastes which might cause fumes or dust or which constitute a fire hazard or which maybe edible by or otherwise be attractive to rodents or insects shall be stored outdoors in only enclosed containers.

XVI - CONTROLS APPLICABLE DURING CONSTRUCTION

At all times during the construction period a trash dumpster shall be located on the site and all construction debris shall be placed in the dumpster. Owner shall cause that the dumpster be emptied when full. The roads shall be kept clean at all times. Any dirt or debris which is deposited on any road or other lot shall be cleaned and removed daily. Building materials shall be stacked neatly on the site and shall not be stored on adjoining property.

XVII – GENERAL CONDITIONS

Each of the conditions and covenants set forth above shall continue and be binding upon Declarants and upon their successors and assigns, and upon each of them and all parties and persons claiming under them for a period of Twenty Five years from the date hereof, and automatically shall be continued thereafter for successive periods of ten years each. It is however provided that the owners of not less than seventy five (75) percent of the record fee title owners of lots subject to these covenants, may release all or any part of the land so restricted from any one or more of said restrictions, or may change or modify any one or more of said mandatory restrictions by executing and acknowledging an appropriate agreement in writing and filing the same in the Office of the County Clerk for Johnson County, Wyoming. The recorded certificate of an abstractor doing business in Johnson County, Wyoming as to the record ownership of the property hereby restricted shall be deemed conclusive evidence of ownership thereof.

XVIII – ENFORCEMENT

The covenants herein set forth shall run with the land and bind the present owners, their successors and assigns, and all parties claiming under them shall be taken to hold, agree, and covenant with the owners of said lots, their successors, assigns, and with each of them, to conform to said restrictions. The purchase of any lot within Gaston Energy Park is taken as an assent to be bound by these covenants during the period of ownership and to abide thereby. Declarants, or the owner of any of the lots shall have the right to sue for and obtain an injunction to prevent the breach of or to enforce observance of the restrictions above set forth, in addition to ordinary legal action for damages.

The failure of Declarant or of the owner of any of the other lots hereby restricted to enforce any of the restriction herein set forth at the time of its violation, shall in no event be a waiver of the right to enforce any subsequent violation. Reasonable attorney fees and costs shall be recovered as required in any proceeding either to enjoin violation of the Declaration of Protective Covenants or to recover damages resulting from such violation. The violation of these restrictions shall not defeat nor render inviolate the lien of any mortgage or deed of trust made in good faith and for value.

XIX – SEVERABILITY

Invalidation of any one of these covenants by judgment or Court order shall in no way or manner affect any of the other provisions which shall remain in full force and effect.

XX - DISCLOSURE STATEMENT

Disclosure Statement is attached to these covenants as Exhibit A.

IN WITNESS THEREOF, the undersigned being the Declarant herein, has hereunto set their hand this 24th day of October, 2008

LUNA LLC

Carol Snobel
CAROL SNOBEL
MANAGING MEMBER

STATE OF WYOMING)
)ss
County of Johnson)

The foregoing instrument was acknowledged before me this 24th day of October, 2008 by CAROL SNOBEL

Witness my hand and official seal.

Judy Holman 1-3-2011
Notary Public ASST Deputy



EXHIBIT "A"

Disclosure Statement
GASTON ENERGY PARK
Johnson County, Wyoming

1. **Approaches and/or Driveways:** Approaches and/or driveways shall be the responsibility of the individual lot owner.
2. **Road:** Subdivision road is an existing 60' easement with 24' road surface. Lot owners shall be responsible for all maintenance of this existing road.
3. **Water Supply:** All on site water wells shall be permitted by the Wyoming State Engineers Office, 4E Herschler Building, Cheyenne, WY 82002-0370 and shall conform to any and all State of Wyoming regulations. From available data, wells are from 150 feet to 300 feet in depth within the area with acceptable water.
4. **Sewage Systems:** All on-site systems shall be permitted by the Johnson County Sanitarian and shall conform to all applicable Wyoming Department of Environmental Quality Rules and Regulations.
5. **Covenants:** Recorded Covenants are on file in the Office of the Clerk of Johnson County, Wyoming, 76 N Main Street Buffalo WY 82834.
6. **Garbage Disposal:** The nearest landfill is at 284 TW Road and is operated by the Johnson County Solid Waste District. Information on fees can be obtained at the landfill or at the Johnson County Commissioners Office, 76 N Main Street, Buffalo, WY 82834. Stanley Sanitation P. O. Box 343 Story WY 82842 phone 307-683-2424 offers garbage pick up service.
7. **Fire Protection:** Johnson County provides a volunteer fire department. The Johnson County Fire Control building is located at 314 Railroad Avenue, Buffalo, Wyoming.
8. **Flooding:** No land within the subdivision is subject to stream and/or creek flooding.
9. **Water Rights:** None as there are no existing streams or irrigation ditches.
10. **Zoning:** Zoning is governed by the Covenants and is Residential /Commercial Business.
11. **Postal Service:** The nearest Post Office is located at 193 S Main Street, Buffalo WY
12. **Surface Water:** One existing Reservoir located on lot #2.
13. **Utility Providers:** Telephone Qwest Corporation
3401 South Douglas Highway
Gillette, WY 82718
800-244-1111
Power: Powder River energy Corp.
1095 East Brundage Lane
Sheridan, WY 82801
307-674-0185