This declaration is made and executed this 22 day of December, 1977, by James C. Orr Contractor, Inc., a Wyoming corporation, (hereinafter referred to as "Orr").

WHEREAS, James C. Orr Contractor, Inc., a Wyoming corporation, is owner of all that certain real property situate in Natrona County, State of Wyoming, known and described as Moonbeam Acres, a subdivision of Natrona County, Wyoming, as described on Exhibit "A" attached hereto and shown on the plat and dedication thereof duly recorded in the office of the County Clerk of Natrona County, State of Wyoming, in Book 277 of Maps at Page ______, and

WHEREAS, Orr is desirous of providing for the preservation of the values and amenities of the property and for maintenance of the road on said property;

NOW, THEREFORE, for and in consideration of the premises, the landowner, James C. Orr Contractor, Inc., does hereby and by these declarations make, publish, and declare and impose upon all the real property situate and included within the subdivision, and does hereby specify and declare that said restrictions and limitations shall be and constitute covenants running with all the land in the subdivision and shall be binding upon the undersigned and all persons claiming from and after the first tract sold, and shall be for the benefit of, as well as limiting and restricting all future owners of tracts within the subdivision, to-wit:

ARTICLE I
DEFINITIONS

When used in this declaration, the following terms shall have the meaning indicated.

1. Association shall mean and refer to the Moonbeam Acres Homeowner's Association.

2. Lot or Tract shall mean and refer to any of the twenty-three separately numbered and individually described plots of
land shown on the plat and dedication as hereinafter more specifically set forth.

3. Plat shall mean and refer to the plat as filed on __________, 1977, at the office of the County Clerk of Natrona County, Wyoming.

4. Record Owner shall mean and refer to the person who is the owner of record (in the office of the County Clerk of Natrona County, Wyoming) of a fee or undivided fee interest in any lot or tract and shall include the developer. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "owner" shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such person has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

5. Road shall mean and refer to any and all roads located within the property known as the Moonbeam Acres Subdivision as indicated on the official plat and dedication filed in Natrona County, Wyoming.


ARTICLE II

PROPERTY DESCRIPTION

The property which is and shall be held, transferred, conveyed and occupied subject to the provisions of this declaration consists of the following described real property situated in Natrona County, State of Wyoming:

A Parcel located in and comprising portions of the SSW 1/4 SE 1/4, Section 21, the SE NE 1/4, Section 28, and the NW NW 1/4, Section 27, Township 33 North, Range 80 West of the Sixth Principal Meridian, Natrona County, Wyoming, and being more particularly described on Exhibit "A" as attached hereto.

ARTICLE III

MOONBEAM ACRES HOMEOWNER'S ASSOCIATION

1. Membership: Every record owner shall be a member of the
association. Membership in the association shall be mandatory, shall be appurtenant to the property in which the owner has the necessary interest, and shall not be separated from the property to which it appertains.

2. Voting Rights: The record owner of each lot shall be entitled to one vote per lot owned.

3. Purposes: The Homeowner's Association shall be organized for the purpose of maintaining all roads located on Moonbeam Acres. The association shall be a Wyoming non-profit corporation.

ARTICLE IV

ASSESSMENTS

1. Personal Obligation and Lien: Landowners, for each tract owned by them within the properties, and the owner of each tract, his heirs, successors and assigns, by acceptance of a deed or execution of a contract to purchase thereof, whether or not expressed in such deed or contract, do and shall be deemed to covenant and agree to pay the association for annual assessments or charges and special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees shall constitute a charge on the land and shall be a continuing lien upon the tract against which each such assessment is made. The lien for unpaid assessments provided hereunder shall be subordinate to any first mortgage (or trust deed) affecting a lot, but only to the extent of assessments which become due prior to foreclosure of the mortgage, exercise of power of sale unavailable thereunder, or deed or assignment in lieu of foreclosure. Each such assessment together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the owner of the tract at the time the assessment was due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, though the lien shall, in any event, continue as a charge against the tract despite a transfer
of title.

2. **Purpose of Assessment:** The annual assessments levied by the association shall be exclusively to maintain, repair, or rebuild all roads on the Moonbeam Acres Subdivision property.

3. **Special Assessments:** In addition to the annual assessments authorized above, the association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or other capital improvement. The special assessments shall be utilized to fund any project not encompassed by the annual assessment.

4. **Notice and Quorum:** For any action authorized under this article, written notices of any meeting for the purpose of taking any action authorized under this article shall be sent to all members not less than thirty nor more than sixty days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 75% of all votes of each class of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice and quorum requirements.

5. **Initial Assessment:** The record owner shall pay an initial assessment of $50.00 upon the purchase of any lot or tract, which initial assessment shall be placed in an operating fund for the association.

6. **Uniform Rate of Assessment:** Both annual and special assessments must be fixed at a uniform rate on a per acre basis.

7. **Commencement:** The annual assessment provided for hereunder shall commence on February 1, 1978.

8. **Effect of Non-payment of Assessments: Remedies of the Association:** Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of 8% per annum. The Association may, at its option, bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided
for herein by non-use of the common area or abandonment of his tract.

ARTICLE V

LAND USE RESTRICTIONS

1. The following conditions, limitations and restrictions shall govern the maintenance and use of the land in this subdivision:

   (a) Garbage or trash from household use shall not be permitted to so accumulate as to become unsightly or a nuisance but shall be disposed of or removed from the property with reasonable promptness and in a manner consonant with good sanitation practices.

   (b) No conditions which constitute or create a nuisance or an unreasonable annoyance to other property owners in the subdivision shall be created or permitted to exist.

   (c) No trailer, motor home or mobile home shall be permitted on any of the lots or tracts on the subdivision for dwelling purposes.

   (d) All dwellings shall be of new construction and no relocated dwelling houses shall be permitted in the subdivision.

   (e) All dwellings erected on the subdivision's property shall have a minimum of 1200 square feet.

   (f) No building or construction shall be erected or permitted to remain on any lot less than 25 feet from the front lot line, 25 feet from side lot lines, or 25 feet from the rear lot line.

   (g) There shall only be permitted one dwelling house per lot.

   (h) No animals, livestock, or poultry of any kind shall be raised, bred or kept for any commercial purpose in the subdivision.

   (i) All sewer systems and water systems on the said lots or tracts shall be subject to Natrona County and State of Wyoming rules, regulations and laws.
(j) No buildings, structures or fences that would collect debris or be obstructive to the natural flow of water shall be permitted to be constructed upon or across the drainage easement on Lots 16, 17, 18, and 21, as set forth and described on the recorded plat of Moonbeam Acres.

ARTICLE VI
MISCELLANEOUS

1. Amendment: Any amendment to this declaration shall require the affirmative vote of at least three-fourths of all membership votes, which members present, in person or represented by a proxy are entitled to cast at a meeting duly called for this purpose. Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all members at least ten but not more than thirty days prior to the meeting date. The quorum required in any such meeting shall be 75%. Any amendment authorized pursuant to this section shall be accomplished through the recordation of an instrument by an officer or director of the association.

In such instrument, an officer or director of the association shall certify that the vote required by this section for amendment has occurred.

2. Covenants to Run with Land: This declaration and the provisions hereof shall constitute covenants running with the land, or equitable servitudes, as the case may be, shall be binding upon and shall inure to the benefit of developer, all parties who hereafter acquire any interests in a lot or tract, and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns. Each owner of record or occupant of a lot shall comply with, and all interests in all lots shall be subject to the terms of this declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this declaration. By acquiring any interests in a lot the party acquiring such interests consents to and agrees to be bound by each and every provision of this declaration.
3. **Duration:** The covenants, restrictions, easements, charges, and liens as set forth herein shall run with the land and be binding on all parties who claim an interest thereto for a period of ten years from the filing of this declaration, at which time said covenant shall be automatically extended for successive periods of ten years unless by a vote of 75% of the owners of the lots or tracts covered by these covenants, it is agreed to change said covenants in whole or in part.

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

5. **Enforcement:** If any person shall violate or threaten to violates any of the provisions of this instrument, it shall be lawful for the association or any person or persons owning real property in Moonbeam Acres to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate, and to recover damages, actual and punitive, for such violations.

6. **Zoning Regulations:** No land within the subdivision shall be occupied, used by, or for, any structure or purpose which is contrary to the zoning regulations of Natrona County, Wyoming.

7. **Dedicated Roads and Maintenance:** James C. Orr Contractor, Inc., its successors and assigns, shall construct all roads, drives and lanes to be transferred to the Association as shown on the subdivision plat. The association shall, after such transfer, assume all responsibilities and obligations of maintenance and improvement of roads, drives and lanes until such time as the same may be transferred to and accepted by Natrona County, Wyoming or such other duly constituted governmental agency as may take over such roads for public purposes.

8. **Effective Date:** This declaration and any amendment hereof shall take effect upon its being filed of record in the office of the County Clerk of Natrona County, Wyoming.
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 22 day of April, 1977.

JAMES C. ORR CONTRACTOR, INC.
a Wyoming corporation

By

John Orr, President

STATE OF WYOMING ) ss.
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by JOHN ORR, President of James C. Orr Contractor, Inc., this 22 day of April, 1977.

WITNESS my hand and official seal.

Jo Eva Bonnelli
Notary Public

My Commission expires: April 1, 1979

Jo Eva Bonnelli — Notary Public
County of Natrona
State of Wyoming
My Commission Expires Apr. 1, 1979
EXHIBIT "A"

Beginning at a point which marks the East One-Sixteenth (E-1/16) corner in the line common to said Sections 21 and 28; thence from said Point of Beginning and along the line common to said Sections 21 and 28, N.89°01'E., 114.74 feet to a point in the westerly line of a 50 feet wide roadway identified as Riverside Drive; thence along the northwesterly line of said roadway, N.24°22'W., 272.08 feet to a point; thence N.0°34'E., 275.91 feet to a point; thence N.42°30'E., 242.74 feet to a point; thence N.65°38'E., 260.47 feet to a point of intersection with the northerly projection of the easterly line of a 50 feet wide roadway identified as Moonbeam Road; thence across said Riverside Drive and along the easterly line of Moonbeam Road, S.24°22'E., 830.00 feet to a point therein; thence leaving said roadway, N.65°38'E., 250.00 feet to a point; thence S.24°22'E., 717.68 feet to a point in the northerly line of a 50 feet wide roadway identified as Sharrock Road; thence S.41°50'E., 50.00 feet across said roadway to a point in the curved southerly line thereof; thence along the southerly line of said roadway and the arc of a true curve to the left, having a radius of 8319.44 feet, and through a central angle of 4°11', southwesterly 607.43 feet to a point; thence continuing along said roadway, S.43°53'W., 521.58 feet to a point which marks the intersection of the southerly projection of the southwesterly line of a 50 feet wide roadway; thence along the southwesterly line of said roadway, N.62°03'W., 237.22 feet to a point; thence N.55°52'W., 368.68 feet to a point in the westerly line of the NE 1/4 NE 1/4, Section 28 and from which point the southerly corner thereof bears S.0°25'W., 305.00 feet; thence from the last described point and along the westerly line of said NE 1/4 NE 1/4, Section 28, N.0°25'E., 1011.18 feet to the northwest corner thereof and the Point of Beginning and containing 39.3130 acres, more or less, of which 6.44 acres is contained in roadways and 32.873 acres in surveyed lots.
SHARED WELL AGREEMENT

THIS AGREEMENT is made and entered into this 1ST day of July, 1992, by and between MOONBEAM SIX WATERS USERS ASSOCIATION, an unincorporated association consisting of owners of Lots 13, 14, 15, 16, 17, 18 and 19, in Moonbeam Acres, a subdivision located in Natrona County, Wyoming.

WITNESSeth

WHEREAS, the parties, or their predecessors, have obtained permits from the State of Wyoming to appropriate ground water, and

WHEREAS, the parties, or their predecessors, have heretofore appropriated ground water pursuant to the permits and perfected use of a well to serve the seven lots, and

WHEREAS, it is infeasible to serve the housing by acceptable public or community water systems, and

WHEREAS, Natrona County Public Health officials have heretofore determined proper placement of sewage disposal systems greater than 100 feet of the shared well, and

WHEREAS, the parties have heretofore determined to enter into a shared well agreement for the access and maintenance of the existing well,

NOW, THEREFORE, for the good and valuable considerations of the mutual promises herein exchanged, the parties hereto agree as follows:

1. ACCESS: The parties shall have full access to the well and all piping from the well. The access shall include a necessary working space for system operation, maintenance, replacement, improvement, inspection and testing.

No party shall install landscaping or improvements that will impair the use of the easement. In the event removal and replacement of pre-existing site improvements are necessary for the system operation, maintenance, replacement, improvements, inspection or testing, the lot owner upon which the improvements are located will bear the
Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

5. COLLECTION: The parties agree to prompt collection and payment of all expenses hereunder anticipated.

6. MISCELLANEOUS: This agreement shall be fully binding upon the parties, their heirs and assigns.

4. AMENDMENT: Upon abandonment of the wall and wall system, the parties shall share the cost of such abandonment so that the contamination of ground water or other ground will be avoided.

3. INDIVIDUAL LOTS: Each party shall be responsible for the prompt repair of any detected leak in his service line or plumbing system the repair cost to correct the system damage caused by a resident or guest at his property, and the necessary repair of the service line connecting the system to his dwelling.

2. SHARED COSTS: A majority of all parties' consent shall be necessary for cost sharing, except in emergency situations. The actions are taken for system maintenance, replacement or improvement.

1. Energy supply for the wall pump, system maintenance, including repairs, testing, inspection and disconnection.

L. System improvement to increase service capacity and to install, replace, or replace any new system element necessary to at least restore the original system performance, including boundary fencing or walls shall be shared equally between or among the parties.

Except that cost to remove and replace common costs, except that cost to remove and replace common
In the event of dispute, the parties shall submit themselves to binding arbitration through the American Arbitration Association or a similar body. The cost of arbitration shall be equally shared by the parties to the agreement.

Dated this 1st day of July, 1992.

Lot 13 Owner: 

Lot 14 Owner: 

Lot 15 Owner: 

Lot 16 Owner: 

Lot 17 Owner: 

Lot 18 Owner: 

State of Wyoming 

County of Natrona 

The foregoing instrument was acknowledged before me by ________________, owner of Lot 13, this 1st day of July, 1992.

Witness my hand and official seal.

My Commission Expires: 

Notary Public

State of Wyoming 

County of Natrona 

The foregoing instrument was acknowledged before me by ________________, owner of Lot 14, this 1st day of July, 1992.

Witness my hand and official seal.

My Commission Expires: 

Notary Public

State of Wyoming 

County of Natrona 

The foregoing instrument was acknowledged before me by ________________, owner of Lot 15, this 1st day of July, 1992.

Witness my hand and official seal.

My Commission Expires: 

Notary Public
STATE OF WYOMING  
COUNTY OF NATRONA  

The foregoing instrument was acknowledged before
me by Richard E. Bee, owner of Lot 15,
this 8th day of July, 1992.

Witness my hand and official seal.

My Commission Expires:

12/31/95

STATE OF WYOMING  
COUNTY OF NATRONA  

The foregoing instrument was acknowledged before
me by James E. Hines, owner of Lot 17,
this 15th day of July, 1992.

Witness my hand and official seal.

My Commission Expires:

12/31/95

STATE OF WYOMING  
COUNTY OF NATRONA  

The foregoing instrument was acknowledged before
me by Karen A. Hines, owner of Lot 18,
this 15th day of July, 1992.

Witness my hand and official seal.

My Commission Expires:

12/31/95