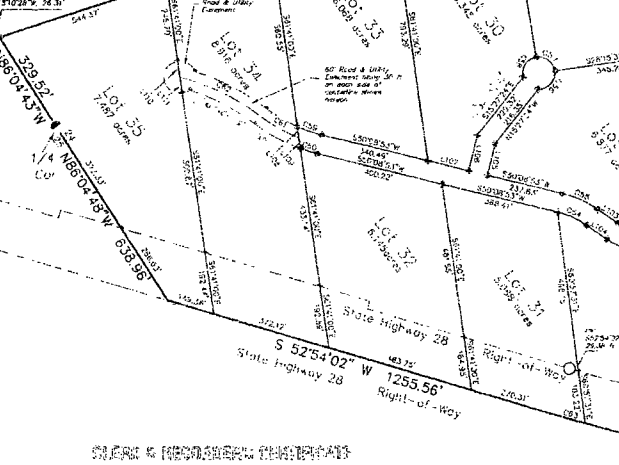
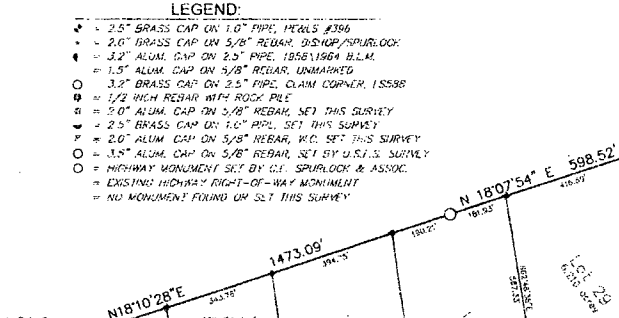


LINE	BEARING	LENGTH
1	S81°42'53"E	161.26
2	S36°20'27"W	238.79
3	S82°09'50"E	161.02
4	S74°52'11"E	24.99
5	S65°33'02"E	36.33
6	N64°22'14"E	15.90
7	S59°24'47"E	67.63
8	S42°23'41"E	29.89
9	S28°30'11"E	68.00
10	S23°30'11"E	36.00
11	S18°30'11"E	14.75
12	S13°30'11"E	57.92
13	S8°30'11"E	30.49
14	S3°30'11"E	89.34
15	S0°00'00"E	29.12
16	S34°24'09"E	174.94
17	S40°22'26"E	29.99
18	S46°20'43"E	25.53
19	S52°18'59"E	68.00
20	S58°17'16"E	47.13
21	S64°15'32"E	13.85
22	S70°13'48"E	27.68
23	S76°12'04"E	60.23
24	S82°10'20"E	81.83
25	S88°08'36"E	31.69
26	S94°06'52"E	78.24
27	S00°05'08"E	86.07
28	S06°03'24"E	40.95
29	S12°01'40"E	105.10
30	S18°00'00"E	69.89
31	S24°00'00"E	50.90
32	S30°00'00"E	47.84
33	S36°00'00"E	46.15
34	S42°00'00"E	40.00
35	S48°00'00"E	27.73
36	S54°00'00"E	57.34
37	S60°00'00"E	24.73
38	S66°00'00"E	74.37
39	S72°00'00"E	30.09
40	S78°00'00"E	90.00
41	S84°00'00"E	43.68
42	S90°00'00"E	51.83
43	S96°00'00"E	79.97
44	S02°00'00"E	18.78
45	S08°00'00"E	85.88
46	S14°00'00"E	23.85
47	S20°00'00"E	17.46
48	S26°00'00"E	35.31
49	S32°00'00"E	23.63
50	S38°00'00"E	77.77
51	S44°00'00"E	32.23
52	S50°00'00"E	83.85
53	S56°00'00"E	57.83
54	S62°00'00"E	94.80
55	S68°00'00"E	68.00
56	S74°00'00"E	29.74
57	S80°00'00"E	22.13
58	S86°00'00"E	53.06
59	S92°00'00"E	71.55
60	S98°00'00"E	38.83
61	S04°00'00"E	59.01
62	S10°00'00"E	48.53
63	S16°00'00"E	32.31
64	S22°00'00"E	25.82
65	S28°00'00"E	17.78
66	S34°00'00"E	97.22
67	S40°00'00"E	41.84
68	S46°00'00"E	81.87
69	S52°00'00"E	93.16
70	S58°00'00"E	30.61
71	S64°00'00"E	112.28
72	S70°00'00"E	50.16
73	S76°00'00"E	34.99
74	S82°00'00"E	126.35
75	S88°00'00"E	124.03
76	S94°00'00"E	39.06
77	S00°00'00"E	73.98
78	S06°00'00"E	130.08
79	S12°00'00"E	15.05
80	S18°00'00"E	71.61
81	S24°00'00"E	75.70
82	S30°00'00"E	24.74
83	S36°00'00"E	106.22
84	S42°00'00"E	115.84
85	S48°00'00"E	30.30
86	S54°00'00"E	34.18
87	S60°00'00"E	34.18
88	S66°00'00"E	50.00
89	S72°00'00"E	50.00
90	S78°00'00"E	174.03

NOTES:

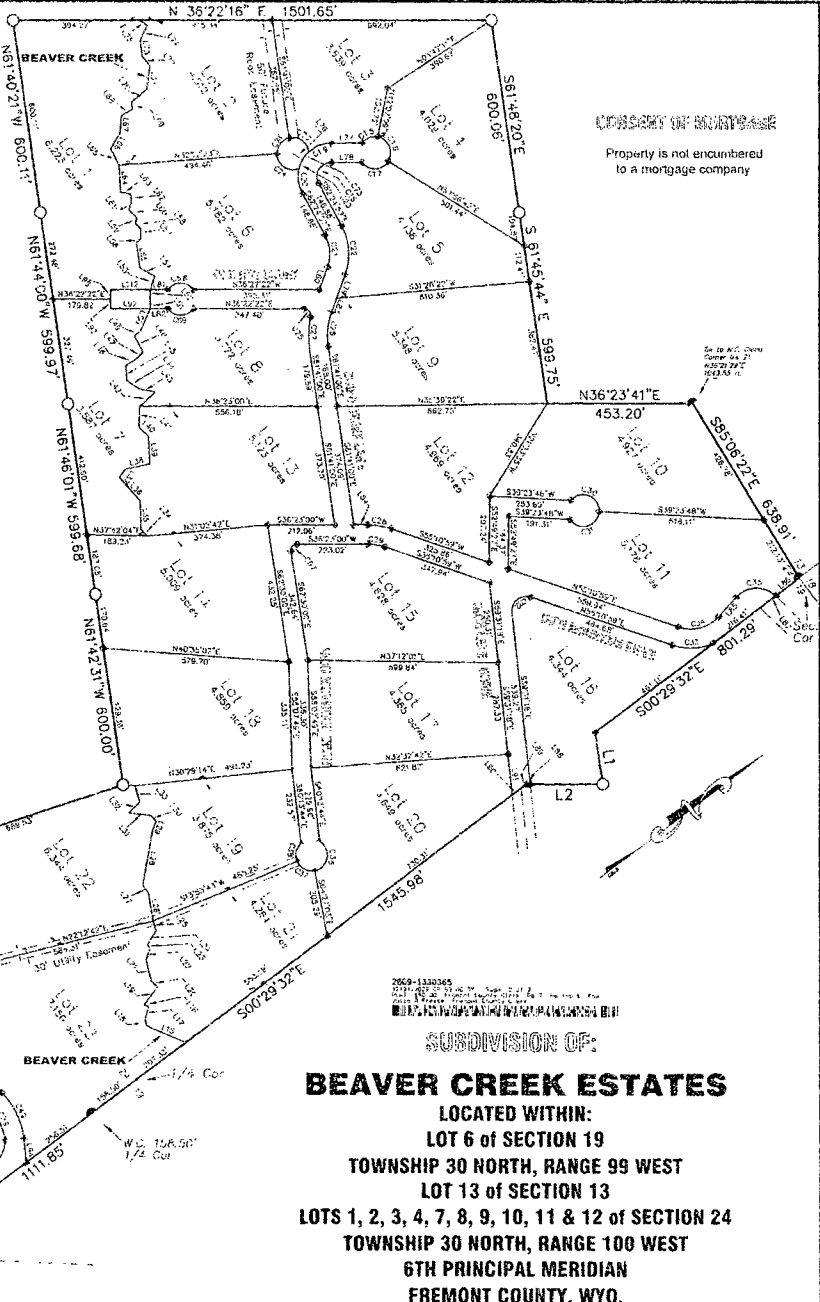
- This plat is based upon NAD83 West Central Zone of Wyoming State Plane Coordinates; the distances are based on a ground scale factor of 1.004865272 referenced from a point near the project with a latitude of 42°32'05.98" N and longitude of 108°44'18.1746" W and a height of 8131.56 ft.
- Beaver Creek Estates is subject to Declaration of Covenants, Conditions, and Restrictions, as stated in covenants filed concurrently with the Fremont County Clerk & Recorder's Office.
- Access to Beaver Creek Estates, via Iron Lake Drive, is through U.S. Forest Service Lands; said access is acquired and recorded in Document No. 2009-1328585 with the Fremont County Clerk & Recorder's Office. This easement is subject to a reciprocal right of way to U.S.A. recorded in Document No. 2009-1328586 with the Fremont County Clerk & Recorder's Office, and right-of-way is not a public right-of-way. It is for U.S. Forest Service administrative use only and involves a portion of Iron Lake Drive, Iron Mountain Drive, Snow Creek Lane and future easement between Lots 2 and 3.
- Iron Lake Drive, Iron Mountain Drive, Snow Creek Lane, Wild Iris Court, Limestone Lane, Star Road and First Road are 60 foot wide road & utility easements being 30 feet each side of centerline and are Private Roads and Public Utility easements and subject to restrictions and conditions stated in said recorded covenants.
- All streets and roads shown hereon are dedicated as road and utility easements, EXCEPT THAT PORTION OF IRON LAKE DRIVE WHICH LIES WITHIN U.S. FOREST. All utility Easements of Way and easements on said plat are for the benefit of all property owners located within said plat and all utility owners who require services beyond said subdivision.
- No water source or system and no sewer system has been developed for this subdivision.
- No electric service, no telephone service and no natural gas service has been developed for this subdivision.
- All roads within this subdivision will not be granted, nor dedicated, to any public use.
- Bearings and Distances shown for Lots 1, 2, 6, 7, 8, 13, 19, 21, 22 & 23 boundary lines along Beaver Creek are for reference; the intended boundary for these lot lines is the centerline of Beaver Creek. This boundary is a natural boundary and is subject to movement. The intent of this subdivision is that upland for owners shall enjoy full use of this creek, regardless of the natural movement of the creek in the future.



This Plat of BEAVER CREEK ESTATES Subdivision was filed in the office of the Clerk and Recorder of Fremont County on 23rd October 2009, on the 27th day of October 2009, and is duly recorded in Plat Cabinet 77, page 165-165-4, Document No. 2009-1330365.

Julie A. Freese by Andrew Stambler
Fremont County Clerk & Recorder Deputy

CURVE	LENGTH	RADIUS	CHORD	CHORD BEARING	CHORD
C1	83.03	4729.40	84.00	S81°42'53"E	85.91
C2	56.47	30.00	56.54	S36°20'27"W	58.46
C3	16.05	35.00	16.12	S82°09'50"E	16.20
C4	29.39	45.00	29.52	S74°52'11"E	30.00
C5	78.42	105.00	78.82	S65°33'02"E	80.81
C6	78.42	105.00	78.82	N64°22'14"E	76.61
C7	102.70	120.00	103.01	S59°24'47"E	99.59
C8	29.49	35.00	29.62	S42°23'41"E	30.12
C9	29.49	35.00	29.62	S28°30'11"E	29.20
C10	36.33	50.00	36.56	S23°30'11"E	37.20
C11	36.33	50.00	36.56	S18°30'11"E	37.20
C12	36.33	50.00	36.56	S13°30'11"E	37.20
C13	36.33	50.00	36.56	S8°30'11"E	37.20
C14	36.33	50.00	36.56	S3°30'11"E	37.20
C15	124.90	30.00	125.30	S0°00'00"E	126.18
C16	90.59	35.00	91.00	S06°03'24"E	75.78
C17	133.03	100.00	133.44	S12°01'40"E	128.18
C18	139.44	120.00	140.00	S18°00'00"E	130.89
C19	139.44	120.00	140.00	S24°00'00"E	124.03
C20	139.44	120.00	140.00	S30°00'00"E	93.64
C21	139.44	120.00	140.00	S36°00'00"E	63.17
C22	139.44	120.00	140.00	S42°00'00"E	36.64
C23	126.55	170.00	127.00	S48°00'00"E	118.04
C24	163.10	30.00	163.50	S54°00'00"E	155.70
C25	71.44	470.00	71.84	S60°00'00"E	71.37
C26	89.58	50.00	90.00	S66°00'00"E	80.48
C27	104.66	50.00	105.00	S72°00'00"E	90.58
C28	86.25	50.00	86.65	S78°00'00"E	75.05
C29	58.98	30.00	59.38	S84°00'00"E	55.95
C30	84.71	70.00	85.11	S90°00'00"E	79.63
C31	157.31	130.00	157.71	S96°00'00"E	147.89
C32	93.03	50.00	93.43	S02°00'00"E	123.89
C33	84.78	470.00	85.18	S08°00'00"E	83.18
C34	154.96	50.00	155.36	S14°00'00"E	144.39
C35	137.35	470.00	137.75	S20°00'00"E	136.67
C36	141.69	180.00	142.09	S26°00'00"E	138.04
C37	94.44	120.00	94.84	S32°00'00"E	90.32
C38	105.69	270.00	106.09	S38°00'00"E	102.33
C39	122.23	330.00	122.63	S44°00'00"E	121.53
C40	102.70	50.00	103.10	S50°00'00"E	78.27
C41	73.44	50.00	73.84	S56°00'00"E	71.39
C42	83.61	50.00	84.01	S62°00'00"E	73.70
C43	81.13	470.00	81.53	S68°00'00"E	81.24
C44	59.33	30.00	59.73	S74°00'00"E	55.30
C45	137.37	500.00	137.77	S80°00'00"E	136.94
C46	278.89	700.00	279.29	S86°00'00"E	277.05
C47	95.20	375.00	95.60	S92°00'00"E	96.20
C48	476.65	375.00	477.05	S98°00'00"E	456.56
C49	210.71	375.00	211.11	S04°00'00"E	210.73
C50	158.43	375.00	158.83	S10°00'00"E	158.43
C51	34.52	20.00	34.92	S16°00'00"E	30.39
C52	82.73	50.00	83.13	S22°00'00"E	80.00
C53	82.73	50.00	83.13	S28°00'00"E	81.00
C54	60.62	375.00	61.02	S34°00'00"E	60.02
C55	66.10	50.00	66.50	S40°00'00"E	61.30
C56	66.10	50.00	66.50	S46°00'00"E	70.38
C57	30.42	105.00	30.82	S52°00'00"E	30.32



2009-1330365
 SUBDIVISION OF:
BEAVER CREEK ESTATES
 LOCATED WITHIN:
 LOT 6 of SECTION 19
 TOWNSHIP 30 NORTH, RANGE 99 WEST
 LOT 13 of SECTION 13
 LOTS 1, 2, 3, 4, 7, 8, 9, 10, 11 & 12 of SECTION 24
 TOWNSHIP 30 NORTH, RANGE 100 WEST
 6TH PRINCIPAL MERIDIAN
 FREMONT COUNTY, WYO.

HAMILTON LAND SURVEYING, INC.
 102 WEST RAMSHORN
 SUITE 201
 DUBOIS, WYOMING 82513
 (307) 453-2070

Sheet 1 of 2 Sheets



**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF BEAVER CREEK ESTATES**

This Declaration of Covenants, Conditions and Restrictions regulating and controlling the use and development of certain real property is made to be effective the 31st day of December, 2009, by JCK, LLC, a Wyoming limited liability company (the "Declarant"). The real property, as described on the "Subdivision of Beaver Creek Estates" Plat herein referred to as (the "Property"), contains significant wildlife habitat and is of high scenic and natural value and Declarant is adopting the following Covenants, Conditions and Restrictions to preserve and to maintain the natural character and value of the Property for all Owners of the Property or any part thereof.

NOW THEREFORE, Declarant hereby declares that the Property shall be owned, held, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following reservations, easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the Property and be binding upon all parties having any right, title or interest in and to the Property, or any part thereof, their heirs, successors and assigns.

1. Definitions. The following terms shall carry the following definitions for purposes of this Declaration.

- A. "Declarant" shall mean and refer to JCK, LLC, a Wyoming limited liability company.
- B. "Map" shall mean and refer to that certain "Subdivision of Beaver Creek Estates" Plat prepared by Hamilton Land Survey and recorded in the records of the Fremont County Clerk, Fremont County, Wyoming on the 31ST day of December, 2009, in Plat Cabinet 17 at Pages 165 & 165A as Document Number 2009-1330365
- C. "Lot" shall mean and refer to any of the single family residential lots of land as described on the Map.
- D. "Owner" shall mean and refer to the record Owner and all subsequent owners, whether one or more persons or entities, of fee simple title to any lot.
- E. "Family" shall mean the record Owner and his immediate family down to and including his grandchildren.

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- F. "Property" shall mean and refer to that certain real property more particularly described on the "Subdivision of Beaver Creek Estates" Plat, which is attached hereto and made a part hereof.
- G. "Common Roads" means the private roadways within the Property which provide access to the individual lots as shown on the Map.
- H. "Common Services" means roadway maintenance, snow removal services, utility line, installation and maintenance, if constructed, and other common services provided to the Property.
- I. "Site Committee" shall mean and refer to the site committee as described in Section 6 herein.
- J. "Corporation" shall mean the BEAVER CREEK ESTATES HOMEOWNERS ASSOCIATION, INC., a non-profit corporation, or other legally formed entity that shall oversee the covenants and have authority to assess property for common improvements.

2. Design and Construction Standards. The following standards and restrictions are applicable to the construction, remodeling, alteration and exterior refinishing of any and all structures, improvements and development on each lot.

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- A. All improvements shall be of new construction, except as otherwise approved by the Site Committee. Pre-cut or modular construction shall be subject to the review and approval of the Site Committee and must meet the standards set forth herein.

- B. Exterior materials shall be new material except for architectural detailing which may utilize used materials (e.g., weathered logs or other aesthetically pleasing materials). Metal buildings and roofs shall be allowed but the colors of the metal roof and siding must be approved by the Site Committee. Except as expressly permitted by the Site Committee, all buildings and structures shall be constructed with wood, stucco, brick, concrete or rock siding (either natural stone or man-made stone)..

- C. Exterior finishes shall be semi-transparent or heavy-bodied stains, or pigmented or clear non-glossy preservative. Glossy painted finishes shall not be permitted. All exposed metals shall have a dull colored finish, or shall be flat anodized or painted. Exterior colors shall be compatible to the surrounding earth tones.

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- D. The minimum floor area of any dwelling shall be not less than 600 square feet of living space, exclusive of a garage, carport or unenclosed porches or decks.
- E. No structure shall exceed two stories in height above the ground and the maximum allowed shall be an underground basement with a two story structure above it.
- F. Roofs shall have minimum pitch of 4 feet per 12 feet. ALL primary roofs shall have a minimum overhang of 2 feet. Solar collectors shall not be considered to be roofs.
- G. Exposed foundations of concrete or masonry construction shall not have an exposed surface which exceeds a height of 12 inches above finished grade. No structures shall be permitted on any lot which are detached or separated from the primary dwelling unit unless located within a reasonably compact area adjacent to the primary dwelling unit unless otherwise approved by the Site Committee.
- H. All fencing shall comply with following requirements:

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- (I) All perimeter or cross fencing of the lots shall be made with wood posts and poles (posts and poles or bucks and rails) or wood post, 3 barbed wire and wood top rail.
 - (ii) Privacy fences may be permitted immediately adjacent and contiguous to the structures which shall be made of wood material.
 - (iii) A dog-run fence (chain link) may be permitted with approval of the Site Committee, provided that it is not more than 100 square feet.
- I. Exterior lighting fixtures shall not cause glare to any adjacent lot.
 - J. All utility lines, if and when installed, shall be installed underground if at all possible. Exceptions will be allowed in areas of solid rock or if specified by the Utility Company.
 - K. No mail shall be delivered to a lot or to a common mail location in the Beaver Creek Estates, and all mail shall be received at a Post Office Box or other off site address from the development.
 - L. It is specifically recognized that a bridge may be necessary to

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access lots 1 and 7. If the bridge is constructed, it shall be a private bridge for the benefit of said lots 1 and 7 and all future maintenance of the bridge shall be the sole responsibility of the owners of lots 1 and 7 and shall not be a responsibility of the Home Owners Association and not included in any Annual or Special Assessment of the Association.

3. Maintenance Assessments.

A. Creation of the Lien and Personal Obligation for Assessments.

Each Owner of property within the area described as "Property", by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to have consented to be subject to this Declaration, become a shareholder of the Corporation, when formed, and agrees to pay the Corporation:

- 1) Annual assessments or charges; and
- 2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter

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provided.

Provided, however, that the developer shall not be assessed any amount, whether an annual assessment or special assessment, for any unsold lots owned by it.

The annual and special assessments, together with interest, costs and reasonable attorney's fees shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the entity or person(s) who was the Owner of such lot at the time when the assessment became due and payable.

- B. Purpose of Assessments. The assessments levied by the Corporation shall be used exclusively to promote the health, safety and welfare of the residents of the Property, to include, but not be limited to, the road maintenance for the Common Roads, mailing costs and other expenses incurred on behalf of the Corporation.
- C. Annual Budget. The Corporation shall prepare an annual budget



estimate for Common Services and administration of the Corporation and fix the amount of the annual assessment based upon its estimate. Such annual budget shall be prepared, approved and mailed to the Owner(s) of each lot by the Board of Directors of the Corporation at least thirty (30) days in advance of each annual meeting of the Corporation.

D. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Board of Directors of the Corporation 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 replacement of a capital improvement upon the Property or the Common Roads of the Corporation, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the Owners of record who are voting in person or by proxy at a meeting duly called for this purpose.

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E. Notice and Quorum for Any Action Authorized Under Paragraph D.

Written notice of any meeting called for the purpose of taking any action authorized under Paragraph D shall be sent to all Owners of record at the time of sending the notice and shall be sent not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast a majority of all the votes of the Owners shall constitute a quorum. Each lot shall be entitled to one (1) vote. In the event that the Owners of a lot cannot agree how to vote said lot's one (1) vote, said vote shall not be counted.

If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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F. Uniform Rate of Assessment; Special Snow Plowing Allocation and Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly, annual or other interval determined by the Board of Directors of the Corporation. Notwithstanding the foregoing, all costs and expenses incurred for snow plowing charges shall be allocated to the lots based upon the distance between Highway No. 28 and the entrance to the driveway for each lot divided by the total of the distances of said road from Highway No. 28. In other words, the formula shall be as follows:

$$A = \frac{Ya}{A}$$

A = total distance of road for all qualified lots

A = percentage of costs assessed to a particular developed lot

Y = distance along the Common Road from Highway No. 28 to the entrance of the



driveway of a lot (e.g., YA is the distance for lot a, Yb is for lot b, etc.)

Only lots with residential improvements shall be assessed for snow plowing charges, and only under the following conditions:

- (1) It is to be expressly understood that as the area can be extremely difficult to keep open in some winters and that it is anticipated that full-time winter residents shall not constitute the majority of Property Owners from the period of November 15 to April 15 of each winter, that the snowplowing assessments shall only be borne by those property owners who choose to spend the winters there either full time or as steady weekend visitors. Property Owners with improvements who do not visit their property during that period cannot be assessed snowplowing charges by the Site Committee.

- G. Date of Commencement of Annual Assessment: Due Dates. The assessments provided for herein shall commence as to all lots on

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the 1st day of June of each year, and shall be initially established in an amount of \$200.00 per lot to pay for the anticipated cost of providing the Common Services. Thereafter, the annual assessment shall be set at the Corporation's annual meeting. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Corporation. The Corporation shall, upon demand and for a reasonable charge, furnish a certificate signed by a member of the Corporation setting forth whether the assessments on a specified lot have been paid.

- H. Effect of Nonpayment of Assessments: Remedies of the Corporation. Any assessment not paid within thirty (30) days after the due date therefore shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Corporation may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the lot. No Owner may waive or otherwise escape liability for the assessments provided for



herein.

4. Further Subdivision of Lots. No lots shall be further subdivided.
5. General Restrictions. The following general restrictions shall apply to the Property:
 - A. Each lot shall be used for residential and recreational purposes only and not more than one family (including the Owners, servants and guests) shall occupy such lot.
 - B. Only the following buildings and structures may be built on each lot: a primary dwelling unit, an attached or detached garage, a guest house, a barn, other ranch-related buildings and other buildings ancillary to the foregoing.
 - C. No noxious or offensive activity shall be performed on any lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners in the enjoyment of their lot.
 - D. No lot shall be used to harbor more than four (4) household pets

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and two (2) livestock animal units. Notwithstanding the foregoing, no lot shall be denuded of its grass and the harboring of animals shall not be allowed if it becomes a nuisance to other lot Owners.

E. No house trailer, mobile home, tent, tepee, yurt or similar structure shall be permanently placed or maintained upon any lot at any time; provided however, that the provisions of this paragraph shall not apply to children's tents, tepees or play structures, or to temporary construction shelters maintained during, and used exclusively in connection with, the construction with any work or improvements permitted hereby. No persons shall reside in or live in such temporary construction shelters or facilities unless specially approved by the Declarant or Site Committee, and no person shall reside in any trailer, tent, tepee, yurt or similar structure except for guests of the Owner for periods of six (6) weeks or less. Trailer houses or mobile homes will not be allowed to be used as permanent dwellings. Trailer houses or mobile homes will be allowed as temporary living quarters while building permanent

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housing. Any trailer houses or mobile homes used as temporary housing will only be allowed on site for two (2) years during the construction of the permanent housing. If two (2) years after the start of the permanent housing it is not completed the temporary housing must be removed from the site.

Recreational camper trailers will be allowed for seasonal use on the property by the Owner or guests only. They cannot be put on a permanent foundation at any time, but can be moved in and out of the lots without restrictions.

Motor homes used for short durations by the Owner (under thirty [30] days at a time) may be moved in and out of the lots without any restrictions.

F. No mining, drilling, excavation or other mineral exploration or drilling activity shall be permitted on any lot, including the removal of gravel and sand; provided that excavation for construction (including roadways) or landscape purposes is permitted.

6. Site Committee. There shall be a Site Committee which shall consist of



three (3) members. The initial Site Committee shall be composed of James D. Rice, Kelly Connell and Chad Connell. After five (5) lots are sold by Declarant, one member of the original Site Committee shall resign and a new Site Committee member from the new lot Owners shall be appointed by the Site committee. Following the sale of ten (10) lots, a second initial member of the Site Committee shall resign and another new member shall be appointed by the Site Committee. After the sale of fifteen (15) lots, the members of the Site Committee shall be elected by the lot Owners of record at that time.

It shall be the duty of the Site Committee to consider and act upon proposals, plans and specifications submitted to it from time to time, to adopt Site Committee rules and to perform such other duties from time to time delegated to it by the Owners.

The Site Committee shall meet from time to time (in person, by telecommunications or other convenient method) as necessary to properly perform its duties hereunder. The vote or written consent of any two (2) members shall constitute an act by the Site Committee.

No building, structure, sign, fence, remodeling or improvement of any kind shall be erected, placed, constructed or permitted on any lot until the plans, specifications



and exterior material have been approved in writing and a building permit has been issued by the Site Committee. The Site Committee shall exercise its discretion to issue building permits with the following objectives in mind: to carry out the general purposes expressed in this Declaration; to prevent violation of any specific provision of this Declaration; to prevent any change which would be unsafe or hazardous to any persons or property; to minimize obstruction or diminution of the view of others; to preserve visual continuity of the area; to assure that any change will be of good and attractive design and in harmony with the rustic and natural setting of the Property; and to assure that materials and workmanship for all improvements are of high quality comparable to other improvements in the area.

Prior to commencing any construction or improvements on any lot, an Owner shall submit plans and specifications to the Site Committee for its review. The Site Committee shall review the plans and specifications within thirty (30) days from the submission and determine if the proposed construction, improvements or development conforms to the requirements of these Covenants. Approval, if appropriate, will be issued by a written statement from the Site Committee which shall constitute the required building permit.

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7. Grants and Reservations of Easements. The Declarant hereby grants and reserves for its benefit and all Owners the following perpetual easements on and for the Property:

- A. An easement for ingress and egress on, over and across the Common Roads which is to be private for the use and benefit of and appurtenant to the Property, all lot Owners, their guests, invitees and licensees and other individuals or entities as may from time to time be granted permission to use the Common Roads by the Owners. No Owners shall use the Common Roads in any way that will impair the rights of others to use it and shall not obstruct passage thereon in any way. The Owners shall use the Common Roads to access the lots. Said roads are set forth on the Map and designated as Stub Road, Limestone Road, End Road, Iron Lake Road, Iron Mountain Road, Snow Creek Lane, and Wild Iris Court.
- B. An easement on, over, across, through and under the Common Roads above described (which easement may include reasonable rights of access for persons and equipment necessary to



accomplish such purposes) for utility services including, without limitation, electric, telephone, cable television and any other utility services for the benefit of the Owners.

C. The Declarant, JCK, reserves unto itself, its successors and assigns an easement for ingress and egress and utilities on, over and across the Common Roads described in subparagraph A above, for the use and benefit of lands that it may acquire in the future and that are in the area of the land described in the plat and that may be accessed by such common roads.

D. Maintenance of the Common Roads shall be the responsibility of the Corporation.

8. Enforcement. Any Owner or the Corporation shall have the right to enforce, by any proceeding in law or in equity, all restrictions, conditions, covenants, easements and reservations now or hereafter imposed or granted by the provisions of this Declaration. Failure by any Owner to enforce any Provision herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event that an enforcement



action is brought, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in connection with said enforcement action from the losing party.

9. Duration of Restriction. All of the covenants, conditions and restrictions set forth herein shall continue and remain in full force and effect at all times against the Property and the Owners thereof, subject to the right of amendment or modification provided for below, for a term of twenty (20) years after which time they shall be automatically extended for a successive period of twenty (20) years, unless they are repealed by a unanimous vote of all lot Owners of record.
10. Amendment. This Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the Lot Owners, which amendment shall be recorded in the office of the County Clerk of Fremont County, Wyoming.
11. Fencing Out of Livestock . It is to be expressly understood that this and the surrounding property is under a grazing lease and that cattle do use the property occasionally. It will be the lot Owner's responsibility to fence



out any livestock, if they do not wish them on their property. Fencing shall conform to Item G of these Covenants. No gates will be allowed that block the Common Roads but cattle guards are allowed.

12. Construction and Validity of Restriction. All the covenants, conditions, restrictions and reservations contained in this Declaration shall be construed together, but if it should any time being held by a court of competent jurisdiction that any one of the conditions, covenants, restrictions or reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant, restriction or reservation, or any part thereof, shall be thereby effected or impaired.

DATED as of the date set forth above.

DECLARANT:

JCK, LLC

a Wyoming limited liability company

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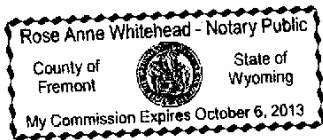


BY: Kelly C. Connell
Member

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing Declaration of Covenants, Conditions and Restrictions of Beaver Creek Estates was acknowledged before me by Kelly C. Connell, an authorized member of JCK, LLC, a Wyoming Limited Liability Company this 31st day of December, 2009.

Witness my hand and official seal.



Rose Anne Whitehead
Notary Public

My Commission expires: