

I

LAND USE AND BUILDING TYPE

1. Lots 1, 2, 3, 12, 13, and 14 shall be designated as Class "C" Commercial as defined in the Code of the Town of the City of Buffalo and may be used for either residential or commercial.

2. All remaining lots shall be used for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and a private garage and/or barn.

II

DWELLING SIZE

The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 800 square feet.

III

SET BACKS

No building, or part hereof, shall be located nearer than 50 feet to any lot line.

IV

EASEMENTS

Easements for installation and maintenance of utilities are reserved on each lot as follows:

- a) Eight (8) feet on adjoining lot lines;
- b) Ten (10) feet bordering streets and/or roads;
- c) Ten (10) feet bordering property not included in the subdivision;

Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

V

NUISANCES

No noxious 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. This includes any noise annoyance on streets and roads.

VI

TEMPORARY STRUCTURES

No structure of temporary character, trailer, basement, tent, shack, garage, barn, or other out buildings shall be used on any lot at any time as a residence either temporarily or permanently: excepting that a mobile home may be used as a residence during home construction for a period not to exceed six months.

VII

SIGNS

No sign of any kind shall be displayed to the public view on any residential lot except one professional sign of not more than two square feet, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder or developer to advertise the property during the construction and sales period.

VIII

LIVESTOCK

No livestock, including domestic pets, shall be allowed to remain loose within the Subdivision, but may be allowed by the owner to remain loose within the confines of his own lot. No animal of any kind shall be raised or bred for commercial purpose on any lot.

IX

GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish and debris, nor shall any lot be used as a storage area for non-operative motor vehicles, miscellaneous parts or supplies, or other unsightly or unseemly material. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

X

WATER SUPPLY

No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the standards, requirements, and recommendation of the Wyoming State Engineers Office. All surface water shall be cemented out on all private wells.

XI

SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any lot without approval from the Wyoming Department of Environmental Quality.

XII

MAINTENANCE OF ROADS

Responsibility of maintenance of the streets and roads shall be borne by the affected property owners until such time as the roads may be accepted publicly maintained roads.

XIII

RESUBDIVISION

No resubdivision shall be allowed by these covenants.

XIV

These covenants may be amended by a majority of the property owners with consent and advise of the Johnson County Planning Commission and the Johnson County Commissioners. In the event a Homeowner's Association is formed, said association will have the right to petition the above named parties and Boards or Courts of competent jurisdiction.

XV

Enforcement shall be by proceedings at law or in equity against any person or persons violation or to recover damages. Enforcement of these covenants shall be the responsibility of the property owners within the Beacon Hills Subdivision.

XVI

SEVERABILITY

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

ROCK CREEK LAND COMPANY:

William J. Wilczynski
William J. Wilczynski - Partner

Larry E. Gray
Larry E. Gray - Partner

Dugal W. Dickerson
Dugal W. Dickerson - Partner

STATE OF WYOMING)
) ss.
County of Johnson)

The foregoing instrument was acknowledged before me by WILLIAM J. WILCZYNSKI, LARRY E. GRAY AND DUGAL W. DICKERSON this 11th day of December, 1977.

(SEAL)

My commission expires:

10-2-78

Juanita C. Vanderhoef
Notary Public

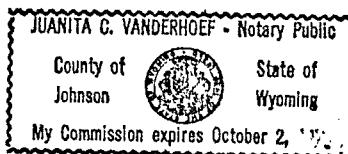


EXHIBIT "A"

STATE OF WYOMING)
) ss.
 County of Johnson)

A F F I D A V I T

Comes now your affiant, William J. Wilczynski, Larry E. Gray and Dugal W. Dickerson upon their oath state as follows:

I

That we, William J. Wilczynski, Larry E. Gray and Dugal W. Dickerson are the owners of Rock Creek Land Company.

II

That Rock Creek Land Company intends to subdivide Beacon Hills Development Subdivision.

III

That we, William J. Wilczynski, Larry E. Gray, and Dugal W. Dickerson and Rock Creek Land Company plan and will put the roads in said Subdivision, as per Johnson County Subdivision Standards and said roads to be completed so as to service any lot within thirty days of sale of said lot.

IV

That we, William J. Wilczynski, Larry E. Gray, and Dugal W. Dickerson and Rock Creek Land Company have sufficient resources to provide for the building of said roads.

STATE OF WYOMING } ss 07451
COUNTY OF JOHNSON }

This instrument was filed for record on Oct. 13, 1984
at 1:50 P.M., and was duly recorded in Book 264-83-
184-99 Fee \$ 16.48

Richard P. Atkins Register of Deeds.
By Re Record Deputy

STATE OF WYOMING)
) ss.
County of Johnson)

56412

COPY

STATE OF WYOMING } ss.
COUNTY OF JOHNSON }

This instrument was filed for record on May 7, 1984
at 3:30 P.M., and was duly recorded in Book 264-83-
120-26 Fee \$ 16.48

Richard P. Atkins Register of Deeds.
By _____ Deputy

TO THE PUBLIC:

**DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS
BEACON HILLS, A SUBDIVISION IN JOHNSON COUNTY, WYOMING**

This declaration, made on the date hereinafter set forth
by Rock Creek land Company, hereinafter referred to as "Declarants;";

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 if filed for record with the County Clerk and
Recorder of Deeds for Johnson County, Wyoming, in connection with the
Subdivision designated by Johnson County as BEACON HILLS, 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 BEACON HILLS, for the
betterment of the health, safety, and welfare of the owners and occupants
of said lots.

NOW, THEREFORE, Declarants hereby declares that all of the
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
lot comprising BEACON HILLS, and hereby specifying that these declarations
shall constitute covenants not merely personal, but covenants to run with
all of the land and binding upon all parties having any right, title or
interest in the land or any part thereof, their heirs, successors and
assigns, and shall inure to the benefit of each owner of land in
BEACON HILLS SUBDIVISION.

Prohibited including a protective
limitation or restriction (see)
on map, plat, right, title, interest,
factual status, or federal right; see
hereby deleted to the extent such
restrictions violate 42 USC 3007(c).

COPY

LAND USE AND BUILDING TYPE

1. Lots, 1,2,3,4,5,6,7,8,9,10,11,12,13, and 14 shall be designated B-2 business district, as set forth in section 29-1.9. of the zoning regulations of the Town of Buffalo, Wyoming.

2. Lots 15 and 16 shall be used for residential purposes. No building shall be erected, altered, placed or permitted to remain on these lots other than one detached single family dwelling, and a private garage and/or barn.

DWELLING SIZE

The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 800 square feet.

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SET BACKS

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ROCK CREEK LAND COMPANY:

William J. Wilczynski
William J. Wilczynski - Partner

Larry E. Gray
Larry E. Gray - Partner

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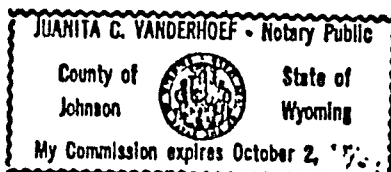
STATE OF WYOMING)
) ss.
County of Johnson)

The foregoing instrument was acknowledged before me by WILLIAM J. WILCZYNSKI, LARRY E. GRAY AND DUGAL W. DICKERSON this 17th day of December, 1977.

(SEAL)

My commission expires:

Juanita C. Vanderhoef
Notary Public



FURTHER YOUR AFFIANT SAITH NOT.

Dated this 27th day of Jan, 1978.

William J. Wilczynski
William J. Wilczynski

Larry E. Gray
Larry E. Gray

Dugal W. Dickerson
Dugal W. Dickerson

STATE OF WYOMING)
)
County of Johnson)

The foregoing instrument was acknowledged before me by
WILLIAM J. WILCZYNSKI, LARRY E. GRAY, AND DUGAL W. DICKERSON this
27th day of January, 1978.

(SEAL)
JOANITA C. VANDERHOEF - Notary Public
County of Johnson State of Wyoming
My Commission expires October 2, 1978

Joanita C. Vanderhoef
Notary Public

My commission expires:
11 2 1978