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**PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS, RESERVATIONS, AND EASEMENTS
DECLARATION**

**JOHNSON ADDITION
ROCK SPRINGS, SWEETWATER COUNTY, WYOMING**

KNOW ALL MEN BY THESE PRESENTS:

JOHNBOR, LLC a Wyoming Corporation, ("Declarant") has acquired title to the following described real property, situated in SWEETWATER COUNTY, to-wit:

A part of tract "A" of the SPRINGLAND ADDITION to the City of Rock Springs, Sweetwater County, Wyoming, said part being more particularly described as follows: BEGINNING at the Southwest corner of said Tract "A", a 2" aluminum cap inscribed "JFC PLS 2928", running thence N 20 degrees 49'14" E, 1012.00 feet along the West line thereof; thence S 69 degrees 10'46" E, 292.17 feet to a point on the East line thereof; thence S 25 degrees 56'23" W, 1016.00 feet along said East line to the Southeast corner of said Tract "A", a 1-1/2" aluminum cap inscribed "B-C & A PE-LS 2533"; thence N 69 degrees 11'41" W, 201.52 feet along the South line thereof to the POINT OF BEGINNING.

Hereafter referred to as the JOHNSON ADDITION of the City of Rock Springs, Sweetwater County, Wyoming.

Declarant desires to place protective covenants and easements on the Johnson Addition for the benefit of the Declarant and future owners, and that the protective covenants, conditions, restrictions, reservations, and easements shall run with said land and shall be binding upon all owners of any lot in the Johnson Addition, their heirs, successors and assigns, until January 1, 2016, after which time said protective covenants, conditions, restrictions, reservations, and easements, shall be automatically extended for a 15 year period unless an instrument signed by a majority of the owners of the lots in Johnson Addition at the time has been recorded agreeing to change the same in whole or in part.

In the event any of these covenants and restrictions are invalidated by Judgment or Court Order, the remaining provisions shall not be affected. Declarant, by and through its officers, reserves the exclusive right to modify or waive and covenants and restrictions as to any lot or lots where it deems it necessary in unusual circumstances.

NOW, THEREFORE, the Declarant hereby declares that the real property described above and known as Johnson Addition shall be, held, transferred, or sold, subject to the PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND EASEMENTS hereinafter set forth:

1. Let it be known that the Twin Home Units located within the subdivision share a common 4" diameter sewer service line from the main sewer line located within Blue Sage Way street to the property line adjacent said street. Maintenance and or repairs to said line shall be the responsibility of the owner of the lots served by and sharing the sewer line. Owners of these lots are hereby notified that repairs to said line may interrupt service to both owners of adjacent properties.
2. Any construction or use of real property shall be in compliance with and in conformity with the Zoning and Building Ordinances of the City of Rock Springs, Wyoming.
3. All materials, workmanship and construction of dwellings or other approved structures shall be of quality that is in conformity with the surrounding dwellings and structures in the Subdivision.
4. There shall be no noxious, obnoxious, or offensive activities carried on upon any lot which would constitute an annoyance or nuisance to the owners of lots within the Subdivision.
5. All trash and garbage shall be contained in proper containers and disposed of properly so as to give a clean appearance to the property at all times.
6. All areas of any lot adjacent to Blue Sage Way Street shall be landscaped and maintained in a manner that would give the lot a neat and orderly appearance and shall be kept free of weeds and debris.
7. Easements for installation and maintenance of utilities and drainage facilities are reserved and set forth on recorded plat of the JOHNSON ADDITION. No structures, plantings, or other materials shall be placed or permitted to remain which might damage or interfere with the installation and maintenance of utilities, or which might change the direction of the flow of drainage channels or which might obstruct or retard the flow of water through drainage channels in the easement area. The easement areas of each lot and improvements on it shall be maintained continuously by the owner of the lot on which the easement crosses.
8. Fences shall be maintained by the owner of the lot on which it resides and shall not be installed in areas to the front of the house to the Blue Sage Way Street. Any new fences shall be of the same type and color as adjacent fences.



9. Replacement of roofing siding, and exterior materials shall be of the same type and color as the adjacent home.
10. The following operations and uses shall not be permitted on any property subject to this Declaration:
 - a. Trailer courts or recreation vehicle campgrounds;
 - b. Junkyards;
 - c. Distillation of bones;
 - d. Dumping, disposal, incineration, or reduction of garbage, sewage, offal, dead animals or other refuse;
 - e. Fat rendering;
 - f. Tire Storage; and
 - g. Any other use detrimental to the continued well-being of the property subject to this Declaration and its owners.
11. No permanent sign larger than 20" by 30" shall be permitted on any lot.
12. The conditions, covenants, restrictions and reservations herein contained shall run with the land, and be binding upon and inure to the benefit of the Declarant and owners of every lot. These conditions, covenants, restrictions and reservations may be enforced by owner of any lot. Violation of any condition, covenant, restriction or reservation herein contained shall give to the lot owners, or any one of them, the right to bring proceedings in law or equity against the part or parties violating or attempting to violate any of said covenants, conditions, restrictions and reservations, to enjoin them from so doing, to cause any such violation to be remedied, or to recover damages resulting from such violation. Every act, omission to act, or condition which violates the covenants, conditions, restrictions and reservations herein contained shall constitute a nuisance and every remedy available in law or equity for the abatement of public or private nuisances shall be available to the lot the owners or any one of them. In any legal or equitable proceeding to enforce the provisions hereof or to enjoin their violation, the party or parties for whom judgment is entered shall be entitled to costs and reasonable attorneys' fees in such amount as may be fixed by the court in such proceeding. Such remedies shall be cumulative and not exclusive.
13. Unless otherwise grandfathered or exempt, each owner or occupant of the subject property is required to comply with, and shall be personally responsible for determining compliance with, applicable law, ordinance or regulation. Where such applicable law, ordinance or regulation is more

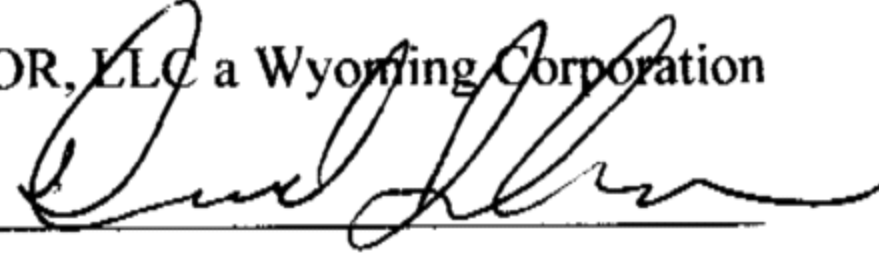


restrictive than the conditions, covenants and restrictions herein, the former shall control.

IN WITNESS WHEREOF, The Authorized Agent on behalf of JOHNBOR, LLC, the Declarant of all said real estate in the JOHNSON ADDITION subdivision has caused these presents to be duly executed this 10th day of June, 2007

JOHNBOR, LLC a Wyoming Corporation

By



Title

manager

The foregoing instrument was acknowledged before me by David Johnson in his capacity as MANAGER of Johnbor, LLC, this 10 Day of JUNE 2007.

STATE OF WYOMING

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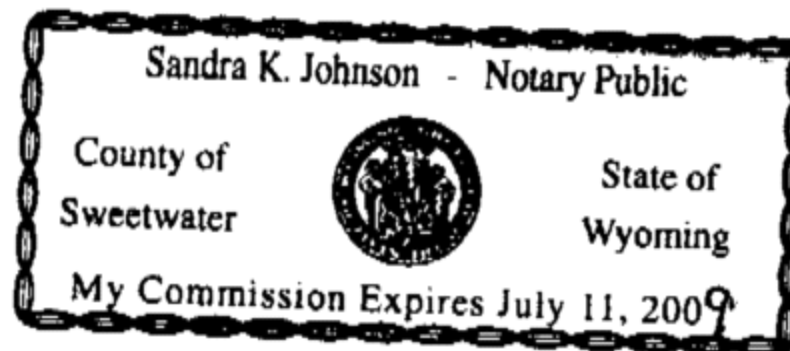
COUNTY OF SWEETWATER

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Witness my hand and official seal.


NOTARY PUBLIC

My Commission expires:



RECORDED 6/11/2007 AT 12:40 PM REC# 1506010 BK# 1093 PG# 0920
STEVEN DALE DAVIS, CLERK of SWEETWATER COUNTY, WYPage 4 of 4