

II - NUISANCES

No noxious or offensive activities 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.

III - TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used upon any lots at any time as a residence, either temporarily or permanently, except that for a period of one (1) year, temporary facilities may be placed upon any lot which shall be reasonably required, convenient, or incidental to the construction of a permanent structure upon said lot. Mobil homes will be allowed.

IV - LIVESTOCK

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. Animals not raised or bred for commercial purposes are permitted so long as the number, type, or habitat of the animals does not become offensive or a nuisance to the neighborhood.

V - PERIMETER ACCESS

No perimeter lot in the Subdivision shall be used at any time as a means of access from any of the streets in the Subdivision to other lands not included in the Subdivision.

VI - WATER SUPPLY

1) NO PROVISION IS MADE IN ROCKY KNOB SUBDIVISION 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.

VII SEWAGE DISPOSAL

1) NO PROVISION IS MADE IN ROCKY KNOB SUBDIVISION 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 requirements 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.

VIII - SUBDIVISION ROADS

1) NO PROVISION IS MADE IN ROCKY KNOB SUBDIVISION FOR THE PUBLIC MAINTENANCE OF STREETS OR ROADS.

Owners within the Rocky Knob Subdivision shall be responsible for their proportional share of the maintenance of access roads to the Subdivision.

IX POLLUTION OF WATERS

In the interest of public health and sanitation and so that the land known as ROCKY KNOB Subdivision and all other land in the same locality can be benefitted 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.

X - GARBAGE AND REFUSE DISPOSAL

No lot shall be used and maintained as a dumping ground for rubbish and debris or other unsightly or unseemly material. Trash, garbage, and other waste shall not be kept except in sanitary containers.

XI - GENERAL CONDITIONS

Each of the conditions and covenants set forth above shall continue and be binding upon Declarant and upon their successors and assigns, and upon each of them and all parties and persons claiming under them for a period of ten 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 one hundred (100) 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 non-mandatory restrictions only with the approval of the Johnson County Planning Commission and the Johnson

County Board of County Commissioners 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.

XII - 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 my lot within Subdivision is taken as an assent to be bound by these covenants during the period of ownership and to abide thereby. Declarant, 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 an event be a waiver of the right to enforce any subsequent violation. Reasonable attorneys fees shall be recovered as required in my 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.

XIII - ENFORCEMENT BY COUNTY

Any of the covenants, restrictions, or conditions contained herein which may, in the sole discretion of the Johnson County Board of County Commissioners be in the public interest, may at the sole discretion of the Johnson County Board of County Commissioners be enforced in the same manner and upon the same terms and conditions as any lot owner can seek to enforce the same in any proceeding of law or equity. Reasonable attorneys fees shall be recovered by the County in any proceeding either to enjoin a violation of the Declaration of Protective Covenants or to recover damages resulting from such violation. The purchase of any lot shall be taken as consent to pay costs and fees and the same shall be a lien on the land.

XIV - SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in any way or manner affect any of the other provisions which shall remain in full force and effect.

ROCKY KNOB SUBDIVISION

Quality of Life Statement

The provisions for the enhancement of beauty and quality of life in Rocky Knob Subdivision are herein specified:

Not everyone has the financial ability to afford the quality of life that he or she desires. All-so some individuals interpretation what is a great way of living would no doubt be considered by others a terrible way to live. The lots in the Rocky Knob Subdivision can be developed into what ever each individual considers their way of life.

(1) The topography limits the view to the surrounding country, However the protection from the high hills provide protection from the prevailing winds and do provide a southern exposure to the sun during the winter months.

(2) The developer of these lots does not discriminate any against any religion, sex, nationality or other federal discrimination laws.

No trees are currently growing on the property, some trees can be planted around each building area. However due to the availability of ground water trees will have to be irrigated using well water. Topography limits the area of building sites and the amount of vegetation placed around the building sites will depend on the quantity of water from those wells. The steep side hills should be left in place and not disturbed. Any cutting of the side hills could cause water erosion that could result in rutting of the land.

Do to the large size of the lots, all undeveloped and open areas shall be left in their natural state to the greatest extent possible. Lot owners shall make every effort to keep the area clean and free of noxious weeds. The building sites however can support grass and some types of trees. The grass should be maintained by mowing.

Lot owners will be encouraged to keep the areas surrounding all buildings and structures as clean and free of trash and debris as possible. Additionally, each will be encouraged to plant trees and shrubs wherever feasible around buildings and structures as a means of beautifying the area.

(6) The High Hills do provide an excellent view of the Rock Creek valley for miles around. Any Building set on these hills should be kept in low profile so as not disturb the view for others. The area on top of the hills can provide locations for buildings but must be set back so that the building will not be exposed to the profile of the ridges.

ADDENDUM TO
DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR
ROCKY KNOB SUBDIVISION
A SUBDIVISION IN JOHNSON COUNTY, WYOMING

1. No wastewater systems will be allowed on Tract 1 B unless a subdivision application and DEQ review of the proposed system(s) in accordance with WS § 18-5-306 are first completed and deemed satisfactory by the Board and by DEC.
2. Only wastewater from toilets, sinks, showers, and food preparation areas can be discharged to the domestic waste system. Any work area drains or sumps shall not be connected to the domestic waste system.
3. Signs shall be installed in the buildings which dictate the types of waste that can be discharged to the domestic waste system.
4. Any area where toxic or hazardous chemicals, wastes or petroleum products are stored or used on the lots or within buildings in the subdivision shall have material compatible liquid tight containment to hold the volume of any spill. Any spill or release of these chemicals, wastes, or products shall be handled in accordance with DEC Water Quality Rules and Regulations, Chapter 4, and they shall not be disposed into the domestic waste system.
5. In accordance with the developer's consultant, a minimum distance of 160 feet will be maintained between all septic leachfields and all domestic use water wells. In addition, wells shall be located west and uphill from leach field locations.
6. Leachfield drain lines shall be installed perpendicular to the direction of groundwater flow to enhance leachate dilution. In the area of the subdivision, regional groundwater flow can be generally described as West to East.
7. No water supply system(s) will be allowed on Tract 18 unless a subdivision application and DEQ review of the proposed system(s) in accordance with WS § 18-5-306 are first completed and deemed satisfactory by the Board and by DEG.
8. Potential buyers/lot owners are advised to hire a reputable well drilling contractor and construct/complete their well within guidelines described in State Engineer's Office Rules and Regulations, Part III, Water Well Minimum Construction Standards. An approved permit from the Wyoming State Engineer's Office is required prior to drilling of a water well.

