

**DECLARATION OF PROTECTIVE COVENANTS FOR DOUBLE TREE ESTATES II  
CAMPBELL COUNTY, WYOMING**

This Declaration is made this day by Jeffrey and Michele Swaney, hereafter referred to as "Declarant."

The Declarant is the owner of all lands embraced in the subdivision known as Double Tree Estates II which lies in Campbell County, Wyoming which is platted and of record in the office of the County Clerk and Ex-Officio Register of Deeds of Campbell County, Wyoming (hereinafter the "Subdivision"). This plat is incorporated by reference in this Declaration and is specifically made a part hereof in all respects, as if fully set out herein.

The Declarant intends to develop and/or sell all of the lots of land contained in the Subdivision.

All of the lots of the Subdivision shall be held, transferred, sold, conveyed or contracted to be conveyed by Declarant subject to the conditions, restrictions, reservations, and covenants now on record and upon the following express conditions, provisions, reservations, restrictions, servitudes, and covenants (hereafter referred to as these or the "Covenants"). Each and every covenant is for the benefit of the entire Subdivision and for the benefit of each owner of land herein. These Covenants shall run with the land and inure and pass with this property and each and every lot herein. These Covenants shall be binding on all owners of land in the Subdivision and their successors in interest regardless of how that interest is acquired. This includes, among others, adverse possessors, lessees, and purchasers at mortgage foreclosure sales. These Covenants are imposed pursuant to a general plan for the improvement and benefit of the Subdivision.

It is the intention of the Declarant that the lands located in the Subdivision shall be developed and maintained as a highly desirable residential area.

These Covenants are imposed upon the lands comprising Double Tree Estates II as an obligation or charge against the same for the benefit of each and every lot in the Subdivision and the owner or owners thereof. Each and every owner of land in the Subdivision shall have a right to enforce these Covenants which are imposed upon each and every lot in the Subdivision.

**Section 1 - Nuisances:** No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become a nuisance in the neighborhood. During construction, all contractors and owners shall be required to have adequate trash bins on the property. No trash shall be allowed to remain on the surface of the lot. All trash shall be dumped into the trash containers on a daily basis. Should trash be allowed to lay on the surface of the lot, the owner of the property shall be fined one and one half (1 1/2) times the cost of having someone come out and clean up the area. All contractors shall have a portable toilet available on the property for use by all laborers working on the property. No surplus cement shall be allowed to be dumped on any land located in the Subdivision. Fines may be issued to any owner of a lot who allows additional cement to be dumped on the land. No

materials or dirt from one lot shall be placed on an adjoining 2 lot without the approval of the adjacent lot owner.

**Section 2 - Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All equipment for the storage or disposal of such materials shall be maintained in a clean and sanitary condition. All rubbish, trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

**Section 3 - Storage and Protective Screening:** No building material shall be stored on any lot except as needed during construction on the lot. All garbage cans and storage piles shall be kept screened so as to conceal them from the view of neighboring residences.

**Section 4 - Sewer:** All septic tanks or other sewage disposal systems must be designed, located, and constructed in accordance with the regulations, requirements, standards, and recommendations of the Wyoming Public Health Department and in compliance with the regulations of Campbell County, Wyoming.

**Section 5 - Water Drainage:** Each lot shall be responsible for ensuring the water drainage is continuous to the portion of the lot that adjoins the roadways in front of the lot. Culverts are required for new driveway approaches that cross drainage ditches. Reference Campbell County Subdivision Regulations, Section 7.5(f)(i) and (ii) for requirements. Minimum culvert size is 12 inches in diameter. Culverts shall meet manufactures' recommendations, but shall not be less than 12 inches. Individual homeowners are responsible for the installation and maintenance of culverts. Driveways which cross the main drainage channel require two 24 inch diameter culverts per the drainage report provided by the developer and on file at the Campbell County Public Works office. Alternate drainage solutions must be designed by a licensed professional engineer and approved by the Campbell County Public Works Department in its sole discretion.

**Section 6 - Utility Access:** Owners will allow utility access for the reading of meters or other measuring devices, installation or maintenance of utilities to the property, or any adjoining property.

**Section 7 - Livestock:** Livestock may be kept on the property provided livestock are kept in a manner consistent with all applicable laws, rules, and regulations. No commercial enterprise involving livestock shall be permitted. All animals, including dogs, must be adequately fenced or contained in a sanitary and clean environment. No owner shall overgraze his or her property. In the event any owner or resident on said property shall maintain livestock, poultry, or other animals, said owner shall be responsible for construction of such a fence or enclosure as will restrain and keep all livestock, poultry, and other animals on his own property.

**Section 8 - Road Repairs:** All repairs, snow removal, and maintenance of the common road through Double Tree II shall be the responsibility of all owners, and shall be paid for equally by each owner, except that Declarant shall not be responsible for road maintenance or repairs nor shall the lots owned by Declarant be assessed costs of road maintenance or repairs.

**Section 9 – Subdivision of Lots:** Lot owners shall be allowed to subdivide any lot so long as such subdivision complies with and is conducted in accordance with any applicable state, county, or local zoning standards, subdivision rules or regulations, and any other applicable laws or regulations.

**Section 10 – Double Tree Estates II Homeowners' Association:**

**A. Creation:** Double Tree Estates II Homeowners' Association (referred to as the "Association") is hereby created as an unincorporated, nonprofit association under the Wyoming Unincorporated Nonprofit Association Act, to exercise the powers granted, and to perform the functions imposed, by these Covenants with regard to the lots.

**B. Purposes and Powers:**

1. The general purposes of the Association are to:

- a. Enforce these Covenants as set forth herein and as may be amended;
- b. Govern, administer, and pay for the private maintenance and repair of Double Tree Estates II roads (which shall be kept clear of snow and drivable at all times); and
- c. Generally promote the health, safety, and welfare of the residents of the lots. The Association shall also have the power to provide such additional services for the lots as the owners may from time to time approve.

2. For these purposes, the Association is hereby empowered to:

- a. Exercise all of the authority, powers, and privileges delegated to or vested in the Association by these Covenants, by Wyoming Statutes, or as may be reasonably implied as being necessary and proper hereunder, and to perform all of the duties and obligations established by these Covenants;
- b. Elect officers to carry out the administrative duties authorized by the Association's members from time to time. Officers shall include a President, Vice President, and Secretary/Treasurer unless otherwise provided by the Association;
- c. Fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to these Covenants, and to pay all expenses in connection therewith and all expenses incident to the conduct of the business of the

Association, specifically including the costs associated with repairing, maintaining, and operating Double Tree Estates II roads: and

d. Employ such firms or persons to perform any or all of the duties and obligations of the Association.

**C. Membership:** Every person who is an owner of a lot shall be a member of the Association and such membership shall be appurtenant to and may not be separated from the ownership of the lot. An owner shall become a member upon conveyance of record to him of his lot and shall cease being a member upon his conveyance of record of such lot. No certificate or document, save and except a recorded conveyance to a lot, shall be required to evidence such membership.

**D. Voting Rights:** Each owner shall be entitled to one vote for each lot owned, save and except that the voting rights of any owner who is more than 30 days past due on the payment of any assessment to the Association shall be automatically suspended until such assessments, together with interest, costs, and reasonable attorneys' fees, are paid in full. The voting rights of any owner against whom any enforcement issue is being voted upon by the Association shall be suspended for the vote on that enforcement issue only. When more than one person holds an interest in any lot, the vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast on behalf of one lot.

**E. Action:** An action of the Association, or any approval required of the owners under these covenants, shall require the affirmative vote of at least fifty-one percent (51%) of all lots eligible to vote, cast in person or by proxy, at a duly constituted meeting of the Association, or, without a meeting by written approval of such action.

**F. Meetings:** The Association shall have an annual meeting. The first annual meeting shall be held in the month of March, 2020, and shall be called to order by Declarant. At such initial annual meeting, the members of the Association shall determine the preferred time, date, and location for the annual meeting thereafter. Written notice of any and all meetings of the Association shall be given by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each owner, addressed to the owner's address last appearing on the books of the Association, or supplied by such owner to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and the purpose of the meeting. Each owner may vote in person or by proxy at all meetings of the Association. All proxies shall be in writing. Every proxy shall be revocable and shall automatically cease upon conveyance by the owner of his lot.

**G. Books and Records:** Upon prior written request, the books, records, and papers of the Association shall be subject to inspection at a reasonable time and place by any owner and by a mortgagee holding a duly recorded mortgage against a lot.

**H. Principal Office:** The Association shall designate a principal office from time to time.

**I. Dissolution:** The Association may be dissolved upon the written approval of all of the owners of all of the lots. Upon dissolution of the Association, the assets of the Association shall be distributed to the owners of the lots within Double Tree Estates II in 5 equal shares, or, if all owners agree, dedicated to an appropriate public agency or nonprofit organization to be used for purposes broadly similar to those for which this Association was created.

**J. Limitations:** No part of the net earnings of the Association shall inure to the benefit of, or be distributed to, the owners, except that the Association shall be authorized to pay reasonable compensation for services rendered.

**Section 11- Amendment:** These Covenants may be amended by the Declarant at any time before the Declarant has sold seventy-five percent (75%) of the lots in the Subdivision. Once seventy-five percent (75%) of the original lots in the Subdivision have been sold and conveyed by the Declarant, these Covenants may be amended or altered by the approval of the owners of seventy-five percent (75%) of the original lots in the Subdivision.

**Section 12 - Miscellaneous:**

**A.** These Covenants are to run with the land and shall be binding upon all persons claiming under them for a period of twenty-five (25) years from the date of this Declaration. These Covenants shall be automatically extended for successive periods of ten (10) years unless an

instrument signed by seventy-five percent (75%) of the then owners of the lots has been recorded, agreeing to repeal or amend these Covenants.

B. If anyone violates or attempts to violate any of these Covenants, the Double Tree, Phase II Homeowners' Association or any owner of any lot in the Subdivision may bring a suit against the person or persons violating or attempting to violate the covenant to prevent them from violating or attempting to violate the covenant or to recover damages for such violation. Any person violating these Covenants shall be liable for all costs incurred in prosecuting such suit including reasonable attorneys' fees and for liquidated damages in the amount of \$50.00 per day until the violation is cured; provided however, Declarant shall, under no circumstances, be liable for costs incurred in prosecuting any suit against it or for attorneys' fees for liquidated damages.

C. Invalidation of any one of these Covenants by judgment or court order shall in no way affect the validity of any of the other provisions of these Covenants, which shall remain in full force and effect.

Dated this 30<sup>th</sup> day of September, 2019.

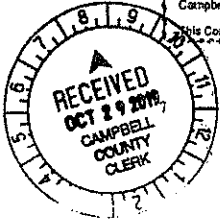
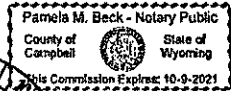
JEFFREY SWANEY

MICHELE SWANEY

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CAMPBELL )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of September, 2019 by Jeffrey Swaney and Michele Swaney.

Notary Public



1058435 Recorded on 10/29/2019 at 08:06 Fee 27.00  
Book 3235 of PHOTOS Pages 597 to 602  
Susan F. Saunders, Campbell County Clerk by: L. GROSE

RECORDED  
ABSTRACTED  
INDEXED  
CHECKED