

PROTECTIVE COVENANTS. CONDITIONS

And

RESTRICTIONS FOR DOUBLE J SUBDIVISION

WHEREAS Jeff Fritz is the sole owner of Double J Subdivision, a duly platted subdivision located in Sweetwater County, Wyoming, the perimeter boundaries of which are described in Exhibit 'A' attached hereto and by this reference made a part hereof; and

WHEREAS Jeff Fritz (hereafter "Declarant") desires to place certain Covenants and restrictions on said subdivision for the benefit and protection of the Declarant as well as those purchasing lots in Double J Subdivision; and

WHEREAS the Declarant intends that this instrument shall define the covenants and restrictions on Double J Subdivision and, after recording in the office of the Sweetwater County, Wyoming, Clerk and Ex Officio Register of Deeds, this instrument shall provide record notice of said covenants and restrictions to all subsequent purchasers of lots within the Double J Subdivision.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that all lots in the Double J Subdivision acquired after the date of recording of these Protective Covenants, Conditions and Restrictions for Double J Subdivision are subject to the following covenants, restrictions and conditions:

I. DECLARATION

Declarant hereby declares that all lots in the Double J Subdivision acquired after the date of recording of these Protective Covenants, Conditions and Restrictions for Double J Subdivision shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the protective covenants, conditions restrictions and easements hereafter set forth. These covenants shall run with the property and bind all parties acquiring any legal or equitable interest in the property; and shall inure to the benefit of every owner of any part of the property.

II. DEFINITIONS

The following terms and phrases used in these Covenants shall be defined as follows:

A. Covenants. Covenants shall mean these Protective Covenants,

Conditions and Restrictions for Double J Subdivision.

- B. Declarant. Declarant shall mean Jeff Fritz.
- C. Developer. Developer shall mean Jeff Fritz or successors or assigns to whom Jeff Fritz transfers or conveys lots in the property for the specific purpose of resale.
- D. Lot. Lot shall mean a discreet, numbered, subdivided parcel of property as depicted on the Final Plat of the Double J Subdivision, as recorded in the office of the County Clerk of Sweetwater County, Wyoming.
- E. Owner. Owner shall mean the record owner of a lot, and does not include those having an interest in any lot as security for the performance of an obligation.
- F. Property. Property shall mean the real property described in the Final Plat of the Double J Subdivision as recorded in the office of the County Clerk of Sweetwater County, Wyoming.

III. LAND USE AND BUILDING TYPE

1. No buildings shall be erected contrary to applicable Sweetwater County, Wyoming building and zoning regulations. Without limiting the generality of the foregoing, no buildings shall be erected on sloped ground in contravention of any applicable Sweetwater County, Wyoming building or zoning restrictions.

IV. UTILITY SERVICES

Availability of water and electricity is as noted on the Final Plat of Double J Subdivision. All utility service lines and other service lines (such as cable television) shall be underground or located inside the boundaries of buildings. Lot owners are responsible for bringing utilities from lot boundaries to the points of consumption within the lots.

V. UTILITY EASEMENTS

Easements for installation and maintenance of utilities are reserved and are shown on the Final Plat of Double J Subdivision. No structure shall be placed or permitted to remain within the limits of the easement which may endanger or interfere with the installation and maintenance of utilities. Landscaping of the easement area shall be maintained by the owner of the property.

VI. SEWER AND SEPTIC SYSTEMS

The proposed sewage system will consist of conventional septic tanks and leach fields. Each individual lot owner must obtain a permit to construct from Sweetwater County Environmental Health Services in Green River, WY. before constructing septic system.

VII. PROHIBITED ACTIVITIES

1. No business, commercial, or manufacturing enterprise, or any enterprise of any kind or nature that will generate any additional street traffic in Double J Subdivision, whether or not conducted for profit, shall be operated, maintained or conducted on or in any property in Double J Subdivision. Further, no dwelling or any part thereof may be used as a boarding or rooming house; provided, however, that the main dwelling on any lot within Double J Subdivision may be leased by the owner for use as a single family dwelling.

2. No Lot Owner shall park or allow any occupier of a Lot Owner's lot to run or park tractor-trailer combinations within Double J Subdivision. Tractor/trailer combinations shall only be allowed on Double J Subdivision streets for delivery purposes only.

3. No trash, garbage, ashes or other effuse, junk or other unsightly objects shall be maintained or allowed on any lot.

4. All owners of animals shall exercise such proper care and control of their animals to prevent them from becoming a nuisance. "Nuisance" shall mean any noisy animal, any vicious animal or any animal that shall cause foul odors in the subdivision. Excessive, continued, or untimely barking or noise, molesting passerby, chasing vehicles, attacking other animals, trespassing upon private property in such a manner as to damage property shall also be deemed a nuisance. "Noisy animal" means any animal which habitually, constantly, or frequently disturbs the sleep, peace or quiet of any person within the subdivision.

5. Lot owners or occupants shall be allowed domestic animals, such as house pets, horses or other domestic 4-H project animals except for roosters or other animals that may disturb the peace of the subdivision. Animal owners shall, at all times, keep animal areas clean and tidy with no accumulations of manure, wastes

and insects so as not to offend other lot owners. No owner shall be allowed to harbor or board more than six (6) animals at any one time.

VIII. ENFORCEMENT OF COVENANTS

The Double J Subdivision will not have a homeowner control committee. Instead, any homeowner or homeowners within the subdivision may through legal process enjoin construction of and/or require removal of improvements which do not comply with the provisions of this declaration or enforce any other provision of these Protective Covenants. Once suit is filed to enforce a provision or provisions of the declaration, then the party(s) against whom this declaration is being enforced shall be liable for and shall pay the attorney fees and court costs of the enforcing party(s) as long as the enforcing party is successful in such enforcement action.

ALL PERSONS WHO SIGN THIS DECLARATION AND ALL PERSONS WHO MAY HEREAFTER PURCHASE PROPERTY WITHIN THE DOUBLE J SUBDIVISION ARE SPECIFICALLY ADVISED OF THE FOLLOWING:

-- If you attempt to erect an improvement which does not comply with the provisions of this declaration or violate any other term or condition, this Paragraph VIII provides that a Court may issue an order forcing you to stop and forcing you to remove that which has been constructed and/or issue any order designed to remedy any other violation of such terms and conditions.

— If you erect an improvement which does not comply with provisions of this declaration, this Paragraph VIII provides that a Court may require you to tear it down. You will therefore lose the cost of construction, as well as incur the cost of removal.

— If a lawsuit is required to enforce the provisions of this declaration against you, this Paragraph VIII provides that a Court may require you to pay not only your own attorney fees to defend, but also the attorney fees of the party(s) enforcing the provisions of this declaration, and costs of suit.

In the event any property owner is uncertain whether construction of an improvement would violate the provisions of this declaration, the property owner is encouraged to speak to other homeowners in the subdivision.

The above provisions shall not be construed as limiting the manners and methods through which the provisions of this declaration may be enforced. In addition to the enforcement options provided above, enforcement of this declaration may be by limited proceedings for recovery of damages, against any person

violating or attempting to violate any of the provisions hereof. As provided above, in any suit to enforce a provision or provisions of this declaration, the party against whom this declaration is being enforced shall be liable for and shall pay the attorney fees and court costs of the enforcing party in the event the enforcing party is successful in such action.

IX. LEGAL PROVISIONS

- A. Non-waiver. No delay on the part of the Declarant or any other person in the exercise of any right, power, or remedy contained herein shall be construed as a waiver thereof or acquiescence therein.
- B. Severable. These restrictions shall be severable and if any be held unenforceable by any court of competent jurisdiction, all remaining Restrictions and Covenants herein set forth shall remain in full force and effect.
- C. Limited Liability. Neither the Declarant, nor any officer, agent nor employee of Declarant, shall be liable to any owner or other person for any action or for failure to act with respect to any matter herein.
- D. Assignment of Declarant's Interest. Any and all of the right, title, interest and estate given to or reserved by the Declarant herein or on the Plat of Double J Subdivision may be transferred or assigned to any person, firm or corporation by appropriate instrument in writing duly executed by the Declarant and recorded in the office of the County Clerk of Sweetwater County, Wyoming, and wherever the Declarant is hereby referred to, such reference shall be deemed to include its successors and assigns.

JEFF FRITZ, DOES HEREBY CERTIFY THAT THE FOREGOING DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINS ALL COVENANTS, CONDITIONS AND RESTRICTIONS CURRENTLY IN FORCE AND EFFECT WITH RESPECT TO DOUBLE J SUBDIVISION.

IN WITNESS WHEREOF, I have hereunto set my hand this 14 day of

May, 2013.

JEFF FRITZ

By: Jeff Fritz
JEFF FRITZ, Owner

The State of Wyoming)
County of Sweetwater) ss.

On this, the 14th day of May, 2013, before me, a notary public, Jeff Fritz, personally appeared known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

Witness my hand and official seal.

Sherrie L. Chapman
Notary Public

My Commission Expires: 11/2/14

