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DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Bernard Watts, is the owner of Tract 25, Hartranft Subdivision, Natrona County, Wyoming and has subdivided the same into a development called WATTS DEVELOPMENT, and desires to establish Restrictive and Protective Covenants running with the land for the benefit of the owners of lots within said Development, and does hereby declare the following Restrictive and Protective Covenants for said Development:

Compliments of:  
FIRST AMERICAN TITLE INSURANCE CO., INC.  
120 N. Center Street • Casper, WY 82601 • (307) 237-8486



Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

1. All numbered lots or parts thereof on the plat to which these Declarations are attached shall be used solely for the construction and occupancy of single family residences or mobile homes and not more than one such dwelling shall be constructed or occupied on each lot. No lot shall be subdivided.

2. No animals other than ordinary domestic pets shall be kept or maintained in connection with any residence or on any lot within the Development.

3. The entire premises of each lot shall be kept and maintained in a clean and sanitary condition at all times. No owner shall permit the accumulation of weeds, brush, rubbish, junk or junk vehicles of any kind, or any unlicensed vehicles. All garbage containers shall be completely enclosed and covered at all times. Compliance with these conditions shall be the sole responsibility of the owner and in event of any owner's failure to comply with the same, the decision as to such compliance or failure to be at the sole discretion of the developer, the developer shall be authorized to use any methods necessary to provide for removal of the offensive items at the cost of the lot owner.

4. Neither the undersigned nor any of his successors in interest shall provide any maintenance of roads or streets within the Development and no public sewage disposal system

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will be constructed within the Development.

5. No temporary structures or recreational vehicles may be used as permanent residences. If any owner commences residence in a temporary structure or recreational vehicle then he must, within ninety (90) days after moving such temporary structure or recreational vehicle upon his lot, commence construction of a permanent residence on such lot and construction must proceed at a reasonable pace, and completion thereof must be within one (1) year from the date of commencement.

6. Each owner must provide adequate off-street parking for family vehicles and guests of the family. No parking will be permitted within the rights-of-way of streets or roads within the Development.

7. No incinerators shall be permitted within the Development, nor shall trash, garbage or rubbish be burned within the same.

8. The undersigned developer hereby reserves in all streets, alleys and other ways and across all lots within the said subdivision an easement and right-of-way not exceeding ten (10) feet in width for underground installation of electrical, gas, telephone, sanitary sewer, storm sewer, water and other utility lines serving all or any portion of this subdivision which rights and easements may be assigned or conveyed to any recognized utility distributor.

9. The Covenants and Restrictions herein contained are accepted and entered into by and among all purchasers and owners of lots within the Development, by mutual consideration between and among the said owners and purchasers and shall be considered as permanent Covenants running with the lands for a period of ten (10) years from and after June 1, 1976, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an agreement signed by a majority of the then-owners of the lots has been entered into agreeing to change or modify said Covenants in all or in

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RECORDED Aug 10 1970 # 9:50 A.M.  
IN BOOK 55 OF Misc PAGE 57  
NO. 103839 LOW E. MURKIN COUNTY CLERK

**EXHIBIT A**

To plat and dedication of Hartranft Subdivision, a subdivision of the SW $\frac{1}{4}$  and a portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 20, and a portion of the NE $\frac{1}{4}$ SW $\frac{1}{4}$  and NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 29, all in Township 34 North, Range 79 West, Natrona County, Wyoming.

The following restrictions and limitations shall become covenants in any deed or other legal or equitable conveyance of the following described lands in Natrona County, Wyoming, to-wit:

Township 34 North, Range 79 West, 6th P.M.

Section 20: SW $\frac{1}{4}$ ; That part of the SW $\frac{1}{4}$ SE $\frac{1}{4}$  lying westerly of U.S. Highway 87 as now constructed and south of Richardson Subdivision as the same is platted of record.

Section 29: A portion of the NE $\frac{1}{4}$ SW $\frac{1}{4}$  and that part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$  lying westerly of U.S. Highway 87 as the same is now constructed,

as the same has been subdivided by the plat and dedication to which these covenants are attached as an exhibit, and any lot, part or parcel thereof, such that the same shall be covenants running with the land, to-wit:

1. All lots or portions of lots within this subdivision may be used and occupied for residences and dwellings, including apartments and multiple dwellings of whatsoever kind, and any legitimate manufacturing, commercial or business enterprise, EXCEPT:

- (a) A junk yard or for the storage accumulation or sale of junk,
- (b) A hog lot or for the raising, care or feeding of hogs, or
- (c) As a rendering plant or other plant for the processing or butchering of meats.

2. Each structure erected or installed in or on any lot herein shall contain adequate provision for sewage, and when a community or municipal or sanitary sewer system is not available, an adequate, accepted sewage disposal system must be installed for each lot, and the same shall be constructed, operated and maintained in compliance with the rules, regulations and standards required by the State of Wyoming and local departments of health. In addition, all plumbing installations shall comply with the Western Plumbing Code, and such compliance shall be certified and approved by the inspection of a recognized plumbing inspector.

3. Each structure shall be adequately wired for electricity in full compliance with requirements of the United States Electrical Contractor's Code.

4. Not more than four ordinary domestic house pets may be

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kept by any household, and the owner of at least two acres of land may keep one horse or cow, and one additional horse or cow for each acre by which the area of his lot, or the area of contiguous lots under one ownership exceeds two acres. Any area exceeding three-fourths of an acre shall be considered one additional acre for the purposes of this limitation. When domestic house pets and other domestic animals are kept as above permitted, the owner or owners thereof shall provide proper and adequate shelter therefor, keep the same contained and restricted to his own premises, and the entire premises shall be kept clean and sanitary at all times.

5. The owner of each lot, or of contiguous lots, shall forthwith enclose the same with a legal fence as defined and permitted by the statutes of the state of Wyoming now in force, or as the same may hereafter be amended.

6. The owner of each lot shall not permit the accumulation of weeds, brush, rubbish or junk of any kind, or allow or permit said premises, or the animals or property thereon to become a nuisance as offensive as to the enjoyment, of the other owners of lands within the subdivision. Each owner shall furnish a solid garbage and refuse container and the same shall be kept neat and emptied at all times, and the same shall be emptied and the garbage and refuse disposed of so that the same may not be permitted to escape or to accumulate.

7. There is hereby reserved in all streets and roadways, and in the other areas delineated on the plat to which this is attached, and across all lots and parcels of land in said subdivision, an easement and right of way not exceeding two feet in width, for installation of electric, gas, telephone, sanitary sewer, storm sewer, water and other utility lines serving all or any portion of this subdivision, which rights and easements may be used and occupied by any recognized utility or utility company without further conveyance.

8. The covenants and restrictions herein contained are mutual considerations accepted and entered into by and among all purchasers and owners of lots or parcels within this subdivision and shall be covenants running with the land, binding upon the dedicators of this subdivision and all purchasers and owners of lots and parcels herein, and upon their heirs, personal representatives, successors and assigns, for a period of time ending December 31, 1994.

Executed and effective as of the date shown upon the plat ~~and~~ indication to which this is attached as an exhibit.

*Raymond J. Hartung*  
*Andrew K. Hartung*

DEDICATORS

Compliments of:  
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120 N. Center Street • Casper, WY 82601 • (307) 237-8488



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1098801

*Handwritten notes:*  
Kathleen M. Hartcraft  
1098801

*Handwritten note:*  
Kathleen M. Hartcraft

STATE OF WYOMING )  
 ) 93  
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by  
Edward J. Hartcraft and Andrea K. Hartcraft, this 16<sup>th</sup> day of  
April, 1970.



In presence of my hand and notarial seal.

*Edward J. Hartcraft*  
Notary Public

My commission expires: April 9, 1971

NOTARY PUBLIC  
EDWARD J. HARTCRAFT  
NATRONA COUNTY, WYOMING  
1098801

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