

RECORDED JULY 19, 1972 BK 188 PG 189 NO 610869 B B HUME COUNTY CLERK

DECLARATION OF PROTECTIVE COVENANTS  
FOR  
HANFT SUBDIVISION  
SHERIDAN COUNTY, WYOMING

THIS DECLARATION OF PROTECTIVE COVENANTS made  
this day by JOHN E. HANFT and HELEN LEE HANFT, hereinafter  
referred to as Declarants or Owners,

WITNESSETH THAT:

WHEREAS, Declarants desire to place restrictions  
on the entire tract of land situate in Sheridan County,  
Wyoming, said tract being more particularly described as  
follows, to-wit:

Tracts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13,  
14, 15, 16, 17, 18, 19, being all of the tracts  
located and situate in the Hanft Subdivision, a  
subdivision in Sheridan County, Wyoming.

The above described Hanft Subdivision is situate  
in part of the W $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Section 17, Town-  
ship 53 North, Range 83 West of the 6th Principal  
Meridian, Sheridan County, Wyoming.

WHEREAS, the Declarants intend to sell all of the lots, tracts and parcels of land contained in said Hanft Subdivision.

NOW, THEREFORE, all of the lots, parcels, tracts, and portions of said property shall be held, transferred, sold or conveyed by Declarant, or by them contracted to be sold, subject to the conditions, restrictions, reservations and covenants now on record, and upon the following express provisions, reservations, restrictions and covenants (hereinafter referred to as the conditions) each and all of which is and are for the benefit of said property and for each owner of land therein, and shall inure and pass with said property, and each and every parcel of land therein, and shall apply to and bind the successors in interest of said owner thereof, and are imposed pursuant to a general plan for the improvement of the aforementioned property.

Said conditions, restrictions, covenants and reservations are imposed upon the lands comprising the Hanft Subdivision, as an obligation or charge against the same for the benefit of each and every lot and tract therein contained, and the owner or owners thereof, and said conditions, restrictions, covenants and reservations will be imposed upon each and every lot and tract in said subdivision, and are as follows:

(1)

All lots in said subdivision shall be known and described as Residential Suburban lots and will be restricted by all the covenants contained herein, and, in the event the Board of County Commissioners of Sheridan County, Wyoming shall adopt a Zoning Ordinance containing zoning provisions for "Residential Suburban" areas and the same shall pertain to the lands embraced within this subdivision, all lots shall be restricted also by the Residential Suburban Zoning Restrictions as

well--and when there shall be a conflict between the provisions hereof and the provisions of the Zoning Restrictions, the more strict provision shall prevail.

(2)

Only the following buildings, structures and uses are permitted in this subdivision. No buildings or structures shall be erected, structurally altered or enlarged, or land used, except for the following purposes:

- (a) One-family dwellings--only one per lot as presently platted. A one-family dwelling is defined as a detached building used exclusively for residential purposes and occupied by one family, which may include not to exceed four (4) boarders or lodgers.
- (b) Home occupations, which are defined as any use customarily conducted entirely within a dwelling and carried on by the occupants thereof, which use is clearly incidental to the residential use and in connection with which there is no advertising sign other than one identification sign not more than one (1) square foot in area, and no display visible from the exterior indicating that the building is used for any purpose other than a dwelling.
- (c) Public Parks & Playgrounds
- (d) Educational Institutions
- (e) Mobile Homes--Only one per lot as presently platted--which shall not be permitted unless permanently installed and upon a permanent foundation.
- (f) Accessory Buildings or Uses, which are defined as being permitted only to the extent necessary and normal to the limited types of use permitted in this subdivision. Accessory buildings and structures are permitted in the rear and side yards; provided that no building or structure is permitted in the side yard within sixty (60) feet of the front lot line, nor within five (5) feet of the side property line, nor permitted at all in the side yard abutting a street. All accessory buildings which are not a part of the main building shall be separated from the main building by at least ten (10) feet.

(3)

No lot as presently platted in said subdivision may be re-subdivided.

## (4)

The maximum building or structural height of the main building shall be two and one-half (2½) stories or thirty-five (35) feet, and one (1) story for accessory buildings.

## (5)

The setback regulations for this subdivision are as follows:

- (a) Front yard - Each lot in this subdivision shall have a front yard extending across the full width of the subject property, a depth of not less than twenty-five (25) feet. Except for access drives and walks, there shall be no structures located in a required front yard or in a required side yard abutting a street. It shall not be permitted to dismantle, repair, or keep any inoperative vehicle in this front yard nor side yard abutting a street or driveway.
- (b) Side Yard - There shall be a side yard on each side of the lot extending from the front yard to the rear yard of not less than 15 feet.
- (c) Rear Yard--Each lot shall have a rear yard the full width of the lot of a depth of not less than twenty-five (25) feet of twenty percent of the average depth of the lot, whichever is the least.

## (6)

The maximum coverage of the lot by all structures shall not exceed thirty-five (35) percent of the lot area. Coverage of the rear yard by patio or any structure shall not exceed thirty (30) percent of the required rear yard.

## (7)

Fences and walls are permitted, but not required. Such fences and walls shall not exceed six (6) feet in height, and where the same are located in a required front yard, or side yard abutting a street, the same shall not exceed forty-two (42") inches in height.

## (8)

There shall be provided and permanently maintained on the premises parking space for not less than two (2) automobiles. Such parking may be on driveways not less than ten (10) feet in width, or in carports or garages.

(9)

All buildings or structures built, constructed or placed upon any lot shall be of new construction unless written permission to the contrary shall be obtained from the Owners or their successors in interest. No structure or trailer of a temporary character, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No building material shall be stored on any lot for a period of longer than ninety (90) days unless substantial construction is actually in progress.

(10)

No animals, livestock or poultry shall be raised, bred or kept for any commercial purpose on any tract.

(11)

No portion of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage, and other wastes. Trash, garbage and other wastes shall be kept in sanitary containers. All burning of refuse shall be in incinerators or other suitable container. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. No open fires shall be permitted.

(12)

No noxious or offensive activity 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 owner of any other portion of the subdivision. Hunting of any kind on any part of the subdivision is forbidden. No discharge of firearms will be allowed in this subdivision.

(13)

All domestic water wells shall be located a minimum of 100 feet from any sewer leach field and a minimum of 50 feet from any property line.

(14)

All sewer systems must comply with all standards required by the Wyoming Department of Health and Social Services and by any United States Government Public Health Agencies. No sewer system's leach field shall be located any closer than 100 feet from any domestic water well nor any closer than 50 feet from any property line.

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(15)

These restrictions and covenants may be amended or altered at any time upon the approval of the owner or owners of 75% of the lots in this subdivision.

(16)

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by 75% of the then owners of the lots has been recorded, with the agreement to change said covenants in whole or in part.

(17)

All roads within the subdivision will be constructed with gravel surfacing by Owners. Thereafter all roads dedicated to or within the subdivision are to be maintained, improved and repaired when necessary by all adjacent tract owners on an equal share-of-the-cost basis; provided, however, that the cost of snow removal during the winter months shall be borne only by these tract owners actually residing in the subdivision at the time.

(18)

All utilities in the Subdivision will be placed underground. The owner of each tract shall be responsible for installing the utilities on their tract, said installation to be at the cost of the owner of such tract.

(19)

No towers or radio or television antennae higher than 20 feet above the highest roof line of the dwelling house shall be erected.

(20)

Owners and their successors shall have the sole and exclusive right and authority to determine compliance with the covenants contained herein and allocate and assess the costs for the improvement, maintenance, and repair, of all roadways and recreational areas. Upon the violation of any covenant, or upon the failure to pay any assessments, written notice of such violation or failure shall be directed to the violator who shall have ten (10) days after receipt of the said notice to correct the violation or pay the assessment due. If said violation is not so

corrected or payment is not made, Owner or its successor, may re-enter and take possession of the violator's premises and correct the violation. In addition, damages may be assessed against the violator at the rate of \$25.00 per day for each day the violation continues after the ten day notice. In the event suit is required to collect any sums due, or to enjoin the violation of any of the covenants contained herein, violator, in addition to any of the other penalties provided herein or which may be assessed by a Court, shall be liable for all attorney's fees and costs incurred by Owner or its successor in bringing such action.

(21)

In the event any one of the covenants or restrictions contained herein is invalidated by a Judgment or Court Order, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this "declaration of protective covenants for Hanft Subdivision" this 5 day of July, 1972.

HANFT SUBDIVISION

By John E. Hanft  
John E. Hanft

By Helen L. Hanft  
Helen L. Hanft

Owners

John E. Hanft  
John E. Hanft - individually

Helen L. Hanft  
Helen L. Hanft - individually

STATE OF WYOMING     )  
                              ) ss.  
County of Sheridan    )

The foregoing instrument was acknowledged before me this 5 day of July, 1972, by John E. Hanft and Helen L. Hanft as Owners of Hanft Subdivision and also John E. Hanft and Helen L. Hanft individually.

WITNESS my hand and official seal.

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Janet Catterall  
Notary Public

My Commission expires: May 20, 1974

