



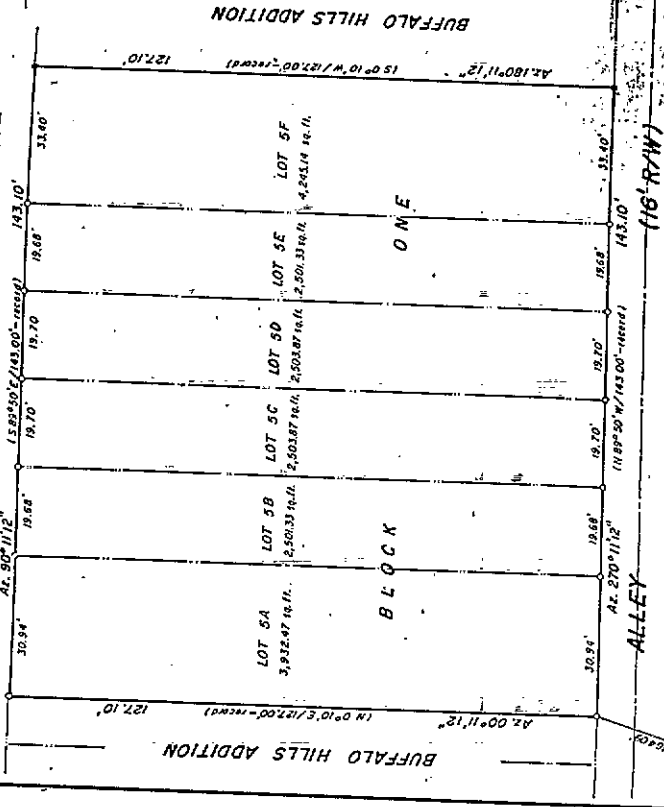
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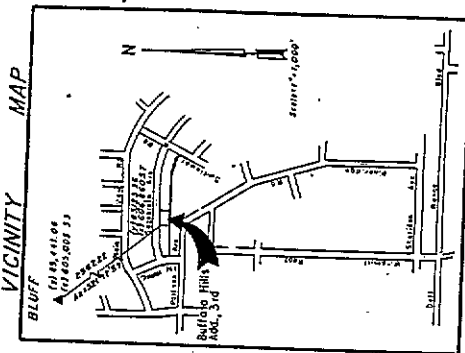
← BUFFALO HILLS ADDITION, 2nd FILING →

SAGEBRUSH (60' R/W) AVENUE



BUFFALO HILLS ADDITION

**FILING RECORD**  
**558454**  
 This plat was filed for record at the Cheyenne, Wyo. County Clerk's Office on the 15th day of September, 1979. The fee thereon is \$11.00. The plat is subject to the provisions of the Wyoming Statutes, Chapter 20, Section 2-101, et seq. and Chapter 20, Section 2-102, et seq. The plat is subject to the provisions of the Wyoming Statutes, Chapter 20, Section 2-101, et seq. and Chapter 20, Section 2-102, et seq. The plat is subject to the provisions of the Wyoming Statutes, Chapter 20, Section 2-101, et seq. and Chapter 20, Section 2-102, et seq.



**NOTES:**  
 0 - Set 5/8" Steel Rod w/identification Cap Number 643  
 1 - Found Steel Rod w/identification Cap Number 556

**APPROVALS**

Approved by the Cheyenne-Laramie County Regional Planning Commission on the 15th day of September, 1979.

Attest: *[Signature]*  
 Secretary

**SURVEYOR'S CERTIFICATE**

I, R. H. Westerfield, a Professional Land Surveyor registered in the State of Wyoming, do hereby certify that this report of Lots 5A, 5B, 5C, 5D, 5E and 5F, Block 1, Buffalo Hills Addition, Cheyenne, Wyoming, was prepared from recorded documents and the field notes of a plat under my supervision during the month of September, 1979 and that said plat is a resubdivision embraced within the following described land:  
 The East 66 feet of Lot 4 and all of Lot 5, Block 1, Buffalo Hills Addition, situated in the Northwest 1/4 of Section 21, Township 14 North, Range 66 West, 6th Principal Meridian, City of Cheyenne, Laramie County, Wyoming.

Said parcel of land contains 0.4175 Acres, more or less.



*[Signature]*  
 R. H. Westerfield  
 Wyoming P.E. and L.S. No. 643

**DEDICATION**

Know all persons by these presents: That James H. Campbell, owner in fee simple of all the land embraced in this report of the E.S.S. of Block 1, Buffalo Hills Addition, does hereby, secure this report of the E.S.S. of Block 1, Buffalo Hills Addition, to be his free and voluntary act and deed, of public force, and does hereby dedicate to the use of the public forever any and all easements of record.

*[Signature]*  
 James H. Campbell

**ACKNOWLEDGMENT**

State of Wyoming }  
 County of Laramie }  
 This dedication instrument was acknowledged before me by James H. Campbell this 15th day of September, 1979.

Notary Public: *[Signature]*  
 My commission expires: 10/15/80

**BUFFALO HILLS ADDITION, THIRD FILING**

A REPEAT OF THE EAST 66' OF LOT 4 & ALL OF LOT 5, BLOCK 1, BUFFALO HILLS ADDITION, CITY OF CHEYENNE, LARAMIE COUNTY, WYOMING.

**WESTERFIELD ENGINEERING**

P.O. BOX 2306  
 CHEYENNE, WYOMING  
 PHONE: 337-1522-1943

DATE: SEPT. 15, 1979. DRAWN BY: J.S.S.

RECORDED DEC 26 1978 AT 4:43 O'CLOCK M.  
561286  
Receipt No. JAMES G. WHITEHEAD, Recorder

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).

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth  
by James H. Campbell, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the  
City of Cheyenne, County of Laramie, State of Wyoming, which is  
more particularly described as: Lots 5A, 5B, 5C, 5D, 5E and 5F,  
Block One, Buffalo Hills addition, Third Filing, a replat of the  
East 66 feet of Lot 4 and all of Lot 5, Block 1, Buffalo Hills  
Addition, Cheyenne, Laramie County, Wyoming.

NOW THEREFORE, Declarant hereby declares that all of the  
properties described above shall be held, sold and conveyed  
subject to the following easements, restrictions, covenants and  
conditions, which are for the purpose of protecting the value and  
desirability of, and which shall run with, the real property and  
be binding on all parties having any right, title or interest in  
the described properties or any part thereof, their heirs, successors  
and assigns, and shall inure to the benefit of each owner thereof.

1. The grounds, including without limitation, the lawns,  
shrubs, sidewalks and porches, shall be maintained by each owner  
at his own expense in the proper manner which is homogenous with  
all other properties subject to this Declaration.

2. The driveways located on each of the properties shall  
be maintained by each property owner at his own expense. Each  
property owner shall be responsible for removing snow and other  
debris from the driveway in a timely manner so that access to and  
from each of the properties is not hindered or impeded in any  
way. Upon a determination of the need for resurfacing the drive-  
way by a majority of the owners, said driveway shall be resurfaced  
and the cost shared equally among the property owners. In the  
event a property owner fails to pay his proportionate share of  
said expense, any or all of said property owners may bring an  
action at law against the owner personally obligated to pay the  
same to recover said sums together with interest thereon at  
twelve per cent (12%) per annum and a reasonable attorney's fee.  
No owner may waive or otherwise escape liability for such resur-  
facing costs by non-use or abandonment or the lot or driveway.  
The right of any owner to contribution from any other owner  
hereunder shall be apurtenant to the land and shall pass to such  
owner's successors in title.

3. In addition to the maintenance of the grounds each  
property owner shall provide at his expense exterior building  
maintenance on each lot which is subject hereto as follows:  
paint, repair, replace and care for roofs, gutters, downspouts,  
exterior building surfaces, fences, porches and other exterior  
improvements. Said maintenance must maintain the homogeneity of  
the construction, appearance, color, material and condition of all  
units in the total structure.

4. With respect to party walls, each wall which is built  
as a part of the original construction of the Properties and  
placed on the dividing line between the Lots shall constitute a  
party wall, and, to the extent not consistent with the provisions

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BOOK 1134

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).

contained herein the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

a. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

b. Destruction by Fire or Other Casualty. If a unit or party wall is destroyed or damaged by Fire or other casualty, the owner of the unit must restore it, and if, in the case of a party wall, the other owners thereafter shall make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

c. Weatherproofing. Notwithstanding any other provision contained herein, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

d. Right to Contribution Runs with Land. The right of any owner to contribution from any other owner shall be appurtenant to the land and shall pass to such owner's successors in title.


5. In the event of any dispute arising concerning a party wall, or under the provision of these covenants, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

6. Enforcement. Any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

8. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than seventy-five (75) per cent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty-five per cent (65%) of the lot Owners. Any amendment must be recorded.

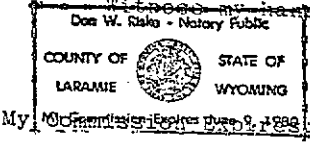
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 20th day of December, 1979.

  
JAMES H. CAMPBELL, dba  
Campbell Homes

State of Wyoming )  
                          )ss.  
County of Laramie )

The foregoing instrument was acknowledged, subscribed and sworn to before me by James H. Campbell, personally known to me, this 20 day of January, 1979.

and official seal.



*[Signature]*  
Notary Public

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).

RECORDED JAN 18 1977 AT 11:55 O'CLOCK A.M.  
124195

Reception No. JANET C. WHITEHEAD, Recorder

Mary K. Cole  
Frank M. Cole and F. Louise C. Cole  
Edward G. Cole and Barbara K. Cole  
Lester Lee M. Cole and Ann M. Cole

to

The Public

\* DECLARATION OF PROTECTIVE  
\* COVENANTS FOR LOTS 1-15  
\* BLOCK 1; BUFFALO HILLS ADDITION  
\* AN ADDITION TO THE CITY OF  
\* CHEYENNE, LARAMIE COUNTY,  
\* WYOMING

\* Dated December 1, 1976

\* Recorded

KNOW ALL MEN BY THESE PRESENTS: That Lots 1 thru 15, Block 1, Buffalo Hills Addition, an addition to the City of Cheyenne, Laramie County, Wyoming appears on the plat thereof, which is on file in the office of the said county, and are now owned and held subject to the restrictions, conditions and covenants contained in this declaration by Mary K. Cole, Frank M. Cole, F. Louise C. Cole, Edward G. Cole, Barbara K. Cole, Lester Lee M. Cole, and Ann M. Cole and said owners do hereby covenant and agree that subsequent grants of any lots and block of said Lots 1 thru 15; Block 1, Buffalo Hills Addition, an addition to the City of Cheyenne, Laramie County, Wyoming shall be made subject to the covenants and restrictions hereinafter set forth:

1. All of the area of this addition shall be classified as Apartment Zone, R-4 in accordance with the City of Cheyenne and Laramie County Zoning Ordinance - 1971.

2. No building shall be used except for multi-family residential purposes. No building shall be erected, altered, placed or permitted to remain on an area of less than 7,500 square feet. The minimum lot area per multi-family dwelling unit shall be 1,000 square feet. Buildings shall not exceed three stories in height and may have a private garage or car port, attached or detached, for not more than one car per dwelling unit.

3. No building shall be erected, placed or altered on any lot until construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures; and as to location with respect to topography and finished elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line unless similarly approved, except in the case of corner lots, in which case the rear area of the lot may have a fence extending to ten feet (10') from the lot line of the side street.

(a) The architectural control committee is composed of Frank M. Cole, Mary K. Cole, F. Louise C. Cole and Lester Lee M. Cole. In the event of death or resignation of any member of the committee, the remaining members shall have sole authority to designate a successor. The members of this committee or any future committee shall not be entitled to any compensation for services performed pursuant to this covenant. At any time the then recorded owners of a majority of the lots shall have the power of a duly recorded written instrument to change the membership of the committee or to withdraw the committee or restore to it any of its powers and duties.

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BOOK 1092

4. No principle building shall be permitted on any lot of less than 1,100 square feet of main structure for a one-story building or less than 700 square feet, per floor, for a building for more than one story.
5. No building shall be located on any lot nearer than 25 feet to the front lot line nor nearer than 6 feet to any interior lot line nor nearer than 10 feet to any side street lot line. No building shall be located nearer than 25 feet from the rear lot line except a detached garage or car port may be located not less than 6 feet from a rear lot line.
6. No noxious, or offensive activity shall be carried on upon any lot.
7. No structure of a temporary character, trailer, 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 old house or structures of any kind shall be permitted to be moved on any of the aforementioned lots and blocks.
8. These covenants shall 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 years unless an instrument signed by a majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.
9. Enforcement shall be by proceedings as law or in equity against any person violating or attempting to violate any covenant either to restrain violation or to recover damages.
10. Invalidation of any part of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
11. No off-street parking shall be permitted in the front yard with the exception of a driveway to a parking area, carport, or garage to the rear of the lot, the driveway not to exceed twenty (20) feet in width.

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 U.S.C. § 3604.

MARY K. COLE  
 FRANK M. COLE AND F. LOUISE C. COLE  
 EDWARD G. COLE AND BARBARA K. COLE  
 LESTER LEE M. COLE AND ANN M. COLE

*Mary K. Cole*  
 Mary K. Cole

*Frank M. Cole*  
 Frank M. Cole

*F. Louise C. Cole*  
 Louise C. Cole

*Edward G. Cole*  
 Edward G. Cole

*Barbara K. Cole*  
 Barbara K. Cole

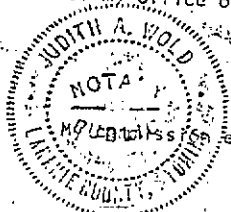
*Lester Lee M. Cole*  
 Lester Lee M. Cole

*Ann M. Cole*  
 Ann M. Cole

STATE OF WYOMING )  
COUNTY OF LARAMIE) ss

On this 3 day of December, 1976, before me appeared Mary K. Cole, Frank M. Cole, and F. Louise C. Cole, to me personally known, to be the persons described herein, and who executed this instrument to be their free act and deed for the purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed the seal of my office on the day and year first above written.

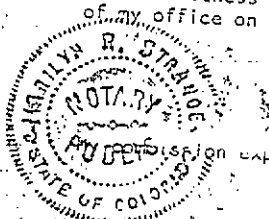


Judith A. Wald  
Notary Public

STATE OF COLORADO )  
COUNTY OF ) ss

On this 3 day of December, 1976, before me appeared Edward G. Cole and Barbara K. Cole, to me personally known, to be the persons described herein, and who executed this instrument to be their free act and deed for the purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed the seal of my office on the day and year first above written.



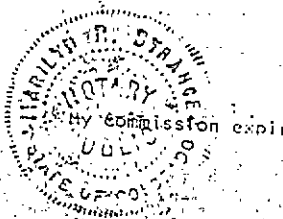
Marilyn R. Strange  
Notary Public

My Commission Expires Nov. 26, 1979

STATE OF COLORADO )  
COUNTY OF ) ss

On this 3 day of December, 1976, before me appeared Lester Lee M. Cole and Ann M. Cole, to me personally known, to be the persons described herein, and who executed this instrument to be their free act and deed for the purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed the seal of my office on the day and year first above written.



Marilyn R. Strange  
Notary Public

My Commission Expires Nov. 26, 1979

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