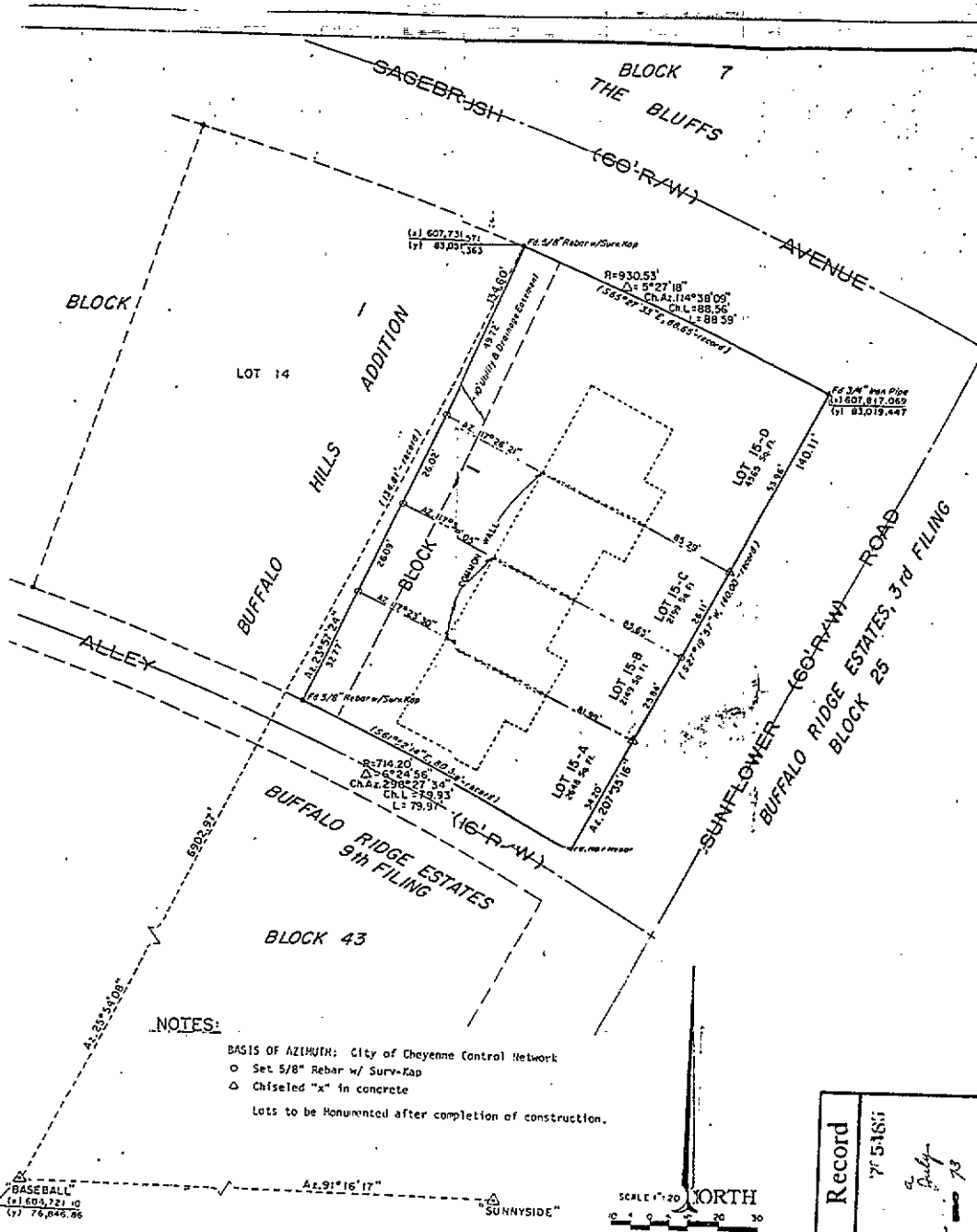




First American Title™

These documents are provided by First American Title as a courtesy to you. Should you have any questions regarding these documents, please contact your Realtor or a Real Estate Attorney.

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.



NOTES:
 BASIS OF AZIMUTH: City of Cheyenne Control Network
 ○ Set 5/8" Rebar w/ Surv-Kap
 △ Chiseled "x" in concrete
 Lots to be Monumented after completion of construction.

File Record
 7-5185
 1152
 6/24
 8/23
 Plat filed 5-1-83
 Robert C. Corbett

Surveyor's Certificate

I, ROBERT C. CORBET, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WYOMING, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY SUPERVISION DURING THE MONTH OF MARCH, 1983, AND THAT IT CORRECTLY AND ACCURATELY SHOWS THE LOCATION AND BOUNDARY OF BUFFALO HILLS ADDITION, "REFINEMENT A" AS TO THE BEST OF MY KNOWLEDGE.

Robert C. Corbett
 ROBERT C. CORBET
 WYOMING L.S. NO. 495

Dedication

KNOW ALL MEN BY THESE PRESENTS THAT:

GERTSCH - MENDENHALL, INC., JAMES A. MENDENHALL, PRESIDENT; SECRETARY; OWNERS IN FEE SIMPLE OF THE LANDS EMBRACED IN THIS PLAT ADDITION, "REFINEMENT A", DO HEREBY DECLARE THE SUBDIVISION OF SA FEE-ACCT AND DEED AND IN ACCORDANCE WITH THEIR DESIRES AND DO HEREBY GRANT FOR THE PURPOSES INDICATED HEREON.

James A. Mendenhall *Clifford K. Gertsch*
 JAMES A. MENDENHALL, PRESIDENT CLIFFORD K. GERTSCH, SECRETARY

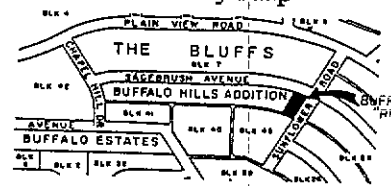
Acknowledgment

STATE OF WYOMING }
 COUNTY OF LARAMIE } SS

THE DEDICATION INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY GERTSCH - MENDENHALL, INC., JAMES A. MENDENHALL, PRESIDENT; CLIFFORD K. GERTSCH, SECRETARY, ON THIS 22ND DAY OF JUNE, 1983. WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC *Michael J. Rose*
 MY COMMISSION EXPIRES AUGUST 9, 1985

Vicinity Map



Approvals

APPROVED BY THE CHEYENNE, LARAMIE COUNTY REGIONAL PLANNING COMMISSION THIS 6TH DAY OF JUNE, 1983.

ATTEST *Fredmit Reed* *Judy Kay*
 SECRETARY CITY CLERK

APPROVED BY THE CITY COUNCIL OF THE CITY OF CHEYENNE, WYOMING THIS 22ND DAY OF JUNE, 1983.

ATTEST *Don E. Egan*
 CITY CLERK MAYOR

BUFFALO HILLS ADDITION "REFINEMENT A"

A REPLAT OF LOT 15, BLOCK 1, BUFFALO HILLS ADDITION, CITY OF CHEYENNE, LARAMIE COUNTY, WYOMING.



JOB NO. 83-015
 DATE 4-2-83
 DRAWN BY J.P.

RECORDED JAN 18 1977 AT 11:53 O'CLOCK A.M.
424195
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 *
DECLARATION OF PROTECTIVE
COVENANTS FOR LOTS 1-15
BLOCK 1; BUFFALO HILLS ADDITION
AN ADDITION TO THE CITY OF
CHEYENNE, LARAMIE COUNTY,
WYOMING

The Public *
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 all 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. The area 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 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.

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).

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 one 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.

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
F. Louise C. Cole

Edward G. Cole
Edward G. Cole

Barbara K. Cole
Barbara K. Cole

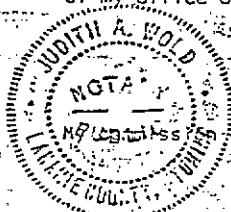
Lester Lee M. Cole
Lester Lee M. Cole

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.



J. A. Wold
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. Stranger
Notary Public

My Commission Expires Nov. 25, 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. Stranger
Notary Public

My Commission Expires Nov. 25, 1979

8
4

RECORDED AUG 8 1983 4:52 O'CLOCK P.M.

709687

Reception No. JANET C. WHITEHEAD, Recorder

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS



THIS DECLARATION, made on the date hereinafter set forth by Gertsch Mendenhall, Inc., hereinafter referred to as "Declarant,"

WITNESSETH:

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 15-A, 15-B, 15-C, 15-D, BLOCK 1, BUFFALO HILLS ADDITION "REFINEMENT A" A REPLAT OF LOT 15, BLOCK 1, BUFFALO HILLS ADDITION, CITY OF 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 walks and 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 walks and driveways in a timely manner so that access to and from each of the properties is not hindered or impeded in any way.

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 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 party wall in proportion to such use.

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 3601(c).



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 provisions of this party wall agreement shall be appurtenant to the land and shall pass to such owners' successors in title and shall not be subject to the periods of limitation contained in Paragraph 8 of these Covenants.

e. Encroachments. In the event that any portion of a party wall shall protrude over an adjoining unit, such party wall shall not be deemed to be an encroachment upon the adjoining unit. No owner shall either maintain any action for the removal of a party wall or projection or any action for damages because of such protrusion. In the event there is such a protrusion, it shall be deemed that such owner has granted perpetual easements to the adjoining owner for continuing maintenance and use of the projection or party wall. The foregoing shall also apply to any replacement of a party wall if the same are constructed substantially in conformity with the original party wall. The Declarant hereby waives any and all setback requirements with respect to that portion of each unit which abuts an adjoining unit by reason of a party wall.

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 by that or other owner.

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 percent (75%) of the then covered lot owners, and thereafter by an instrument signed by not less than sixty-five percent (65%) of the then covered lot owners. Any amendment must be recorded.

