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SURVEYORS CERTIFICATE

Robert C. Corbett, a Professional Land Surveyor registered in the State of Wyoming, hereby certifies that this Replat was prepared and returned in the State of Wyoming survey made by me during the month of May, 1984, and from recorded sheets at the County Clerk's Office and that it correctly shows the Lot, Block and boundary of BUFFALO HILLS ADDITION, "REFINEMENT D", a replat of Lot 13 and a portion of Lot 12, Block 1, Buffalo Hills Addition as shown hereon to the best of my knowledge and belief.

Robert C. Corbett
Wyoming L.S. No. 475

DEDICATION

ALL HERE BY THESE PRESENTS:

Gertsch-Mendenhall, Inc., James A. Mendenhall, President; Clifford K. Gertsch, Secretary; owners in fee simple of the lands embraced in this plat of BUFFALO HILLS ADDITION, "REFINEMENT D" do hereby declare this subdivision of said lands to be their free act and deed and in accordance with their desires and do hereby grant the easement for the purpose indicated hereon.

James A. Mendenhall, President
Clifford K. Gertsch, Secretary

ACKNOWLEDGMENT

State of Wyoming)
County of Laramie)

The dedication instrument was acknowledged before me by Gertsch-Mendenhall, Inc.; James A. Mendenhall, President; Clifford K. Gertsch, Secretary, this 4th day of JULY, 1984. Witness my hand and official seal.

Notary Public: MURDOCK S. JONES
My Commission Expires: August 9, 1987

APPROVALS

Approved by the Cheyenne-Laramie County Regional Planning Commission this 2nd day of July, 1984.

Attest: Secretary
City Clerk

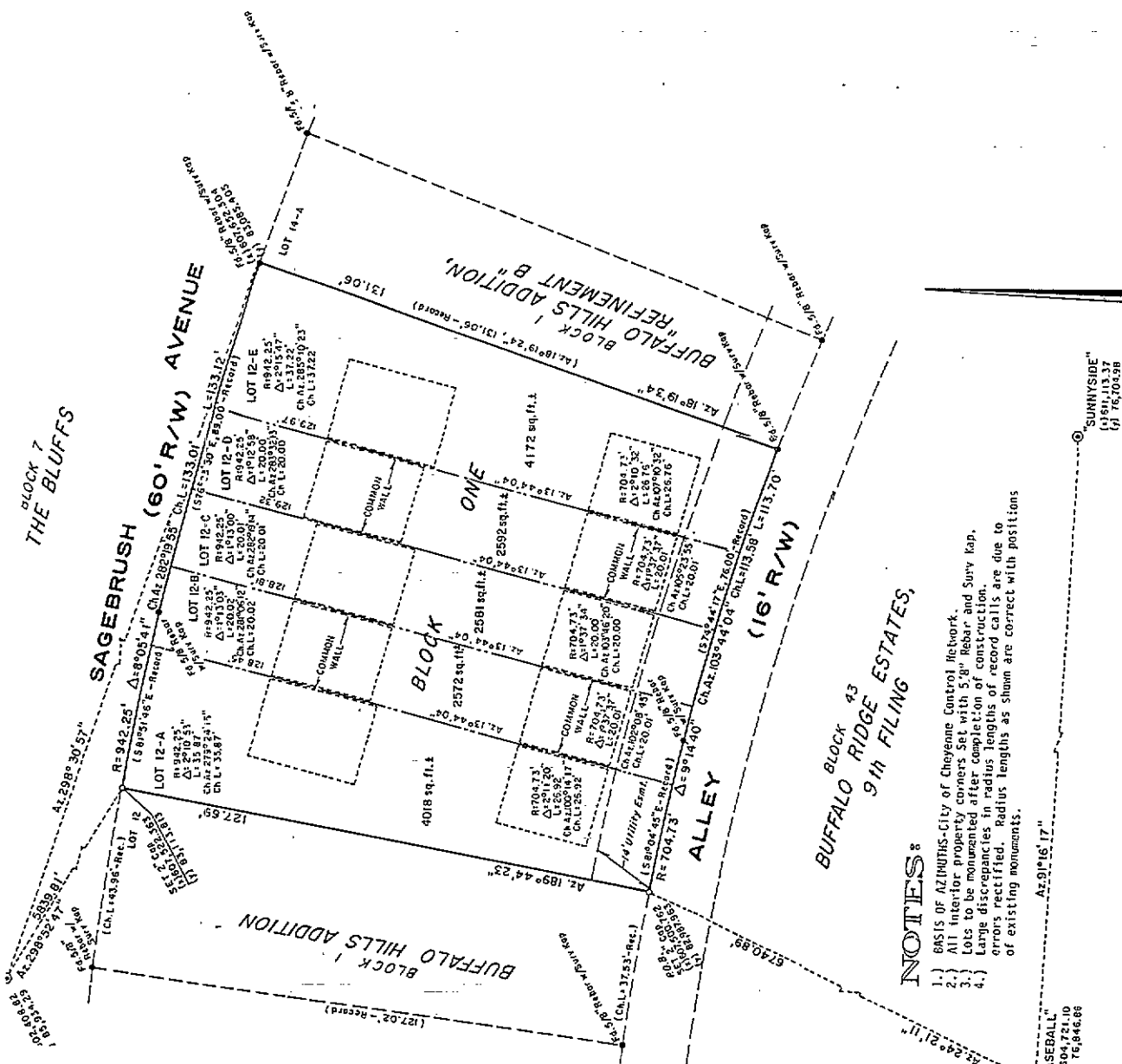
Approved by the City Council of the City of Cheyenne, Wyoming this 23 day of July, 1984.

Attest: Mayor
City Clerk

BUFFALO HILLS ADDITION "REFINEMENT D"

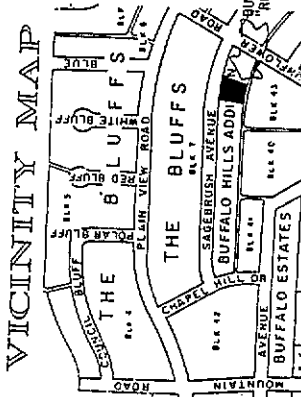
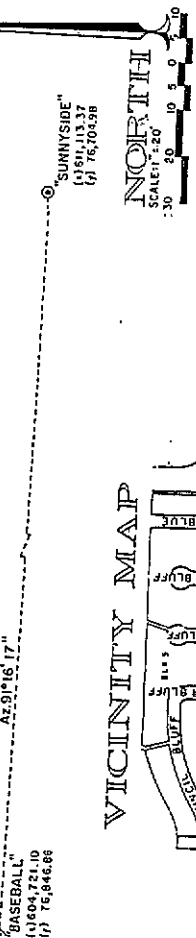
A REPLAT OF
LOT 13 AND A PORTION OF
LOT 12, BLOCK 1,
BUFFALO HILLS ADDITION,
CITY OF CHEYENNE,
WYOMING.

SECTION 21, T.14N, R.66W.



755099
The State of Wyoming)
County of Laramie)
This instrument was filed for record)
at 3:57 o'clock P.M. on the)
14 day of July)
1984 and duly recorded in)
Book 5 Page 113)
City Clerk J. J. [Signature]

- ### NOTES:
- 1.) BASIS OF AZIMUTHS-City of Cheyenne Control Network.
 - 2.) All interior property corners set with 5/8" Rebar and Survey Kap.
 - 3.) Lots to be monumented after completion of construction.
 - 4.) Large discrepancies in radius lengths of record calls are due to errors rectified. Radius lengths as shown are correct with positions of existing monuments.



RECORDED 18, 1977 AT 1:55 O'CLOCK A.M.
424155

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

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

to

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 conditions, 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 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 setback 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.

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 5 feet to any interior lot line nor nearer than 5 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 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.

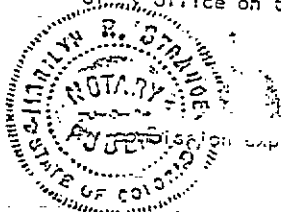


J. A. Wold
Notary Public

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.



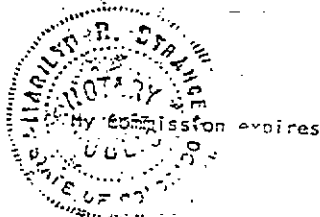
Marilyn R. Strangle
Notary Public

My Commission Expires Nov. 25, 1978

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. Strangle
Notary Public

My Commission Expires Nov. 25, 1978

RECORDED AUG 27 1959 5537 2 O'CLOCK P.M.
REGISTERED 5537

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date aforesaid, is made in accordance with the provisions 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 12-A, 12-B, 12-C, 12-D, 12-E, BLOCK 1, BUFFALO HILLS ADDITION "REFINEMENT D" A REPLAT OF LOT 13 AND A PORTION OF LOT 12, 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 a uniform and homogeneous manner with all other properties subject to this Declaration.

2. The yards and driveways bordering 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. Such maintenance shall 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 of the provisions contained herein the general rules of law regarding party walls and liability for property damage due to negligence

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or willful acts or omissions shall apply thereto. For the purpose of these covenants the term "Party Wall" or "Wall" shall be defined to include exterior fences built as a part of the original construction of the properties and placed on the dividing line between lots.

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.

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.

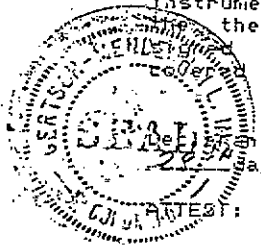
5. In the event of any dispute arising concerning a party wall, or under the provision of these covenants, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

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.



IN WITNESS WHEREOF, the undersigned, being the authorized signatory hereunto, has hereunto set his hand and seal this 28th day of August, 1984.

GERTSCH-MENDENHALL, INC.

Clifford K. Gertsch
CLIFFORD K. GERTSCH, Secretary

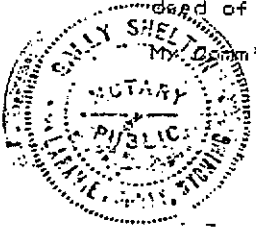
J. A. Mendenhall
J. A. MENDENHALL, Pres.

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

ON THIS 28th DAY OF August, 1984 before me appeared J. A. Mendenhall to me personally known and being by me duly sworn, did say that he is the President of Gertsch-Mendenhall, Inc., and that the seal of said corporation is affixed hereto and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said President acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires: 12-22-84

Shelton
Notary Public



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