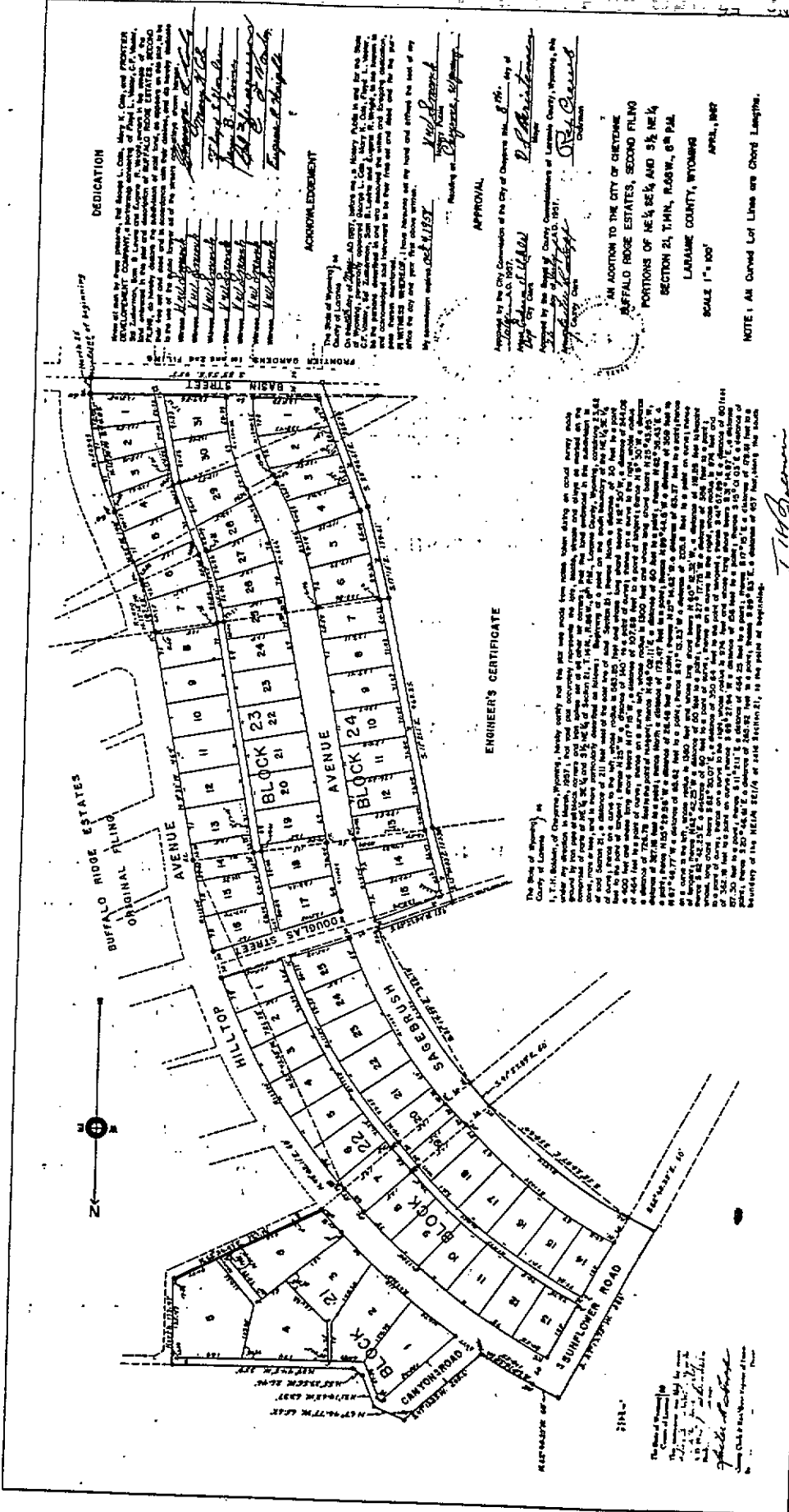




First American Title™

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ENGINEER'S CERTIFICATE

The City of Cheyenne, Wyoming, County of Laramie

1. That Block 1 of Cheyenne, Wyoming, hereby certify that the plat was approved by the City of Cheyenne, Wyoming, under its authority on March 28, 1937, and that the same is in full compliance with the provisions of the Act of March 28, 1907, as amended. The plat shows the following described lots, streets and easements, to-wit:

Block 1, a subdivision of 12 lots, situated on the east side of Hilltop Avenue, bounded by the east line of Hilltop Avenue on the north, the east line of Sagerdash Street on the east, the west line of Sagerdash Street on the west, and the south line of Hilltop Avenue on the south.

Block 2, a subdivision of 12 lots, situated on the east side of Hilltop Avenue, bounded by the east line of Hilltop Avenue on the north, the east line of Sagerdash Street on the east, the west line of Sagerdash Street on the west, and the south line of Hilltop Avenue on the south.

Block 3, a subdivision of 12 lots, situated on the east side of Hilltop Avenue, bounded by the east line of Hilltop Avenue on the north, the east line of Sagerdash Street on the east, the west line of Sagerdash Street on the west, and the south line of Hilltop Avenue on the south.

Block 4, a subdivision of 12 lots, situated on the east side of Hilltop Avenue, bounded by the east line of Hilltop Avenue on the north, the east line of Sagerdash Street on the east, the west line of Sagerdash Street on the west, and the south line of Hilltop Avenue on the south.

Block 5, a subdivision of 12 lots, situated on the east side of Hilltop Avenue, bounded by the east line of Hilltop Avenue on the north, the east line of Sagerdash Street on the east, the west line of Sagerdash Street on the west, and the south line of Hilltop Avenue on the south.

Block 6, a subdivision of 12 lots, situated on the east side of Hilltop Avenue, bounded by the east line of Hilltop Avenue on the north, the east line of Sagerdash Street on the east, the west line of Sagerdash Street on the west, and the south line of Hilltop Avenue on the south.

Block 7, a subdivision of 12 lots, situated on the east side of Hilltop Avenue, bounded by the east line of Hilltop Avenue on the north, the east line of Sagerdash Street on the east, the west line of Sagerdash Street on the west, and the south line of Hilltop Avenue on the south.

Block 8, a subdivision of 12 lots, situated on the east side of Hilltop Avenue, bounded by the east line of Hilltop Avenue on the north, the east line of Sagerdash Street on the east, the west line of Sagerdash Street on the west, and the south line of Hilltop Avenue on the south.

Block 9, a subdivision of 12 lots, situated on the east side of Hilltop Avenue, bounded by the east line of Hilltop Avenue on the north, the east line of Sagerdash Street on the east, the west line of Sagerdash Street on the west, and the south line of Hilltop Avenue on the south.

Block 10, a subdivision of 12 lots, situated on the east side of Hilltop Avenue, bounded by the east line of Hilltop Avenue on the north, the east line of Sagerdash Street on the east, the west line of Sagerdash Street on the west, and the south line of Hilltop Avenue on the south.

Block 11, a subdivision of 12 lots, situated on the east side of Hilltop Avenue, bounded by the east line of Hilltop Avenue on the north, the east line of Sagerdash Street on the east, the west line of Sagerdash Street on the west, and the south line of Hilltop Avenue on the south.

Block 12, a subdivision of 12 lots, situated on the east side of Hilltop Avenue, bounded by the east line of Hilltop Avenue on the north, the east line of Sagerdash Street on the east, the west line of Sagerdash Street on the west, and the south line of Hilltop Avenue on the south.

Block 13, a subdivision of 12 lots, situated on the east side of Hilltop Avenue, bounded by the east line of Hilltop Avenue on the north, the east line of Sagerdash Street on the east, the west line of Sagerdash Street on the west, and the south line of Hilltop Avenue on the south.

Block 14, a subdivision of 12 lots, situated on the east side of Hilltop Avenue, bounded by the east line of Hilltop Avenue on the north, the east line of Sagerdash Street on the east, the west line of Sagerdash Street on the west, and the south line of Hilltop Avenue on the south.

Block 15, a subdivision of 12 lots, situated on the east side of Hilltop Avenue, bounded by the east line of Hilltop Avenue on the north, the east line of Sagerdash Street on the east, the west line of Sagerdash Street on the west, and the south line of Hilltop Avenue on the south.

Block 16, a subdivision of 12 lots, situated on the east side of Hilltop Avenue, bounded by the east line of Hilltop Avenue on the north, the east line of Sagerdash Street on the east, the west line of Sagerdash Street on the west, and the south line of Hilltop Avenue on the south.

Block 17, a subdivision of 12 lots, situated on the east side of Hilltop Avenue, bounded by the east line of Hilltop Avenue on the north, the east line of Sagerdash Street on the east, the west line of Sagerdash Street on the west, and the south line of Hilltop Avenue on the south.

Block 18, a subdivision of 12 lots, situated on the east side of Hilltop Avenue, bounded by the east line of Hilltop Avenue on the north, the east line of Sagerdash Street on the east, the west line of Sagerdash Street on the west, and the south line of Hilltop Avenue on the south.

Block 19, a subdivision of 12 lots, situated on the east side of Hilltop Avenue, bounded by the east line of Hilltop Avenue on the north, the east line of Sagerdash Street on the east, the west line of Sagerdash Street on the west, and the south line of Hilltop Avenue on the south.

Block 20, a subdivision of 12 lots, situated on the east side of Hilltop Avenue, bounded by the east line of Hilltop Avenue on the north, the east line of Sagerdash Street on the east, the west line of Sagerdash Street on the west, and the south line of Hilltop Avenue on the south.

Block 21, a subdivision of 12 lots, situated on the east side of Hilltop Avenue, bounded by the east line of Hilltop Avenue on the north, the east line of Sagerdash Street on the east, the west line of Sagerdash Street on the west, and the south line of Hilltop Avenue on the south.

Block 22, a subdivision of 12 lots, situated on the east side of Hilltop Avenue, bounded by the east line of Hilltop Avenue on the north, the east line of Sagerdash Street on the east, the west line of Sagerdash Street on the west, and the south line of Hilltop Avenue on the south.

Block 23, a subdivision of 12 lots, situated on the east side of Hilltop Avenue, bounded by the east line of Hilltop Avenue on the north, the east line of Sagerdash Street on the east, the west line of Sagerdash Street on the west, and the south line of Hilltop Avenue on the south.

Block 24, a subdivision of 12 lots, situated on the east side of Hilltop Avenue, bounded by the east line of Hilltop Avenue on the north, the east line of Sagerdash Street on the east, the west line of Sagerdash Street on the west, and the south line of Hilltop Avenue on the south.

3122-7  
The State of Wyoming  
County of Laramie  
I, the Clerk of the Board of Public Works, do hereby certify that the above is a true and correct copy of the original as filed in my office on this 28th day of March, 1937.

DEDICATION

That the City of Cheyenne, Wyoming, County of Laramie, do hereby dedicate to the public use and enjoyment of the people of the City of Cheyenne, Wyoming, the following described streets, to-wit:

Avenue 23  
Avenue 24  
Avenue 25

ACKNOWLEDGMENT

I, the Clerk of the Board of Public Works, do hereby certify that the above is a true and correct copy of the original as filed in my office on this 28th day of March, 1937.

APPROVAL

Approved by the City Commission of the City of Cheyenne this 8th day of March, A.D. 1937.  
City Clerk

AN ADDITION TO THE CITY OF CHEYENNE  
BUFFALO RIDGE ESTATES, SECOND FILING  
PORTIONS OF NE 1/4, SE 1/4 AND SW 1/4  
SECTION 24, T.14N., R.43W., S.6 N. PALM  
LARAMIE COUNTY, WYOMING

SCALE 1" = 100'  
APRIL, 1937

NOTE: All Curved Lot Lines are Chord Lines.

Frontier Development Company, \*  
a Partnership, and George L. \*  
Cole and Mary K. Cole, a \*  
Partnership \*

DECLARATION OF PROTECTIVE COVENANT  
FOR FRONTIER GARDENS AND BUFFALO  
RIDGE ESTATES (2nd & 3rd Filing,  
Frontier Gardens)

TO \*

Dated August 21, 1956

The Public \*

Recorded August 21, 1956 at 4:45 p

Recites:

Part A, Preamble.

KNOW ALL MEN BY THESE PRESENTS: That all lots and Blocks of Frontier Gard-  
ens in Laramie County, Wyoming, in Section 21, Township 14 North, Range 66 West  
of the 6th P.M., in Laramie County, Wyoming, as said Frontier Gardens, original,  
second and third filing and Buffalo Ridge Estates appears on the plat thereof,  
which is on file in the office of the County Clerk of said County, are now own-  
ed and held, subject to the restrictions, conditions and covenants contained in  
this Declaration, by Sol Zuckerman, Sam B. Levine, Eugene R. Wright, Floyd L.  
Vosler and C. F. Vosler, a partnership, doing business under the firm name of  
Frontier Development Company, and George L. Cole and Mary K. Cole, husband and  
wife, a partnership, and said owners do hereby covenant and agree that any sub-  
sequent grants of any lots and blocks in said Frontier Gardens shall be made sub-  
ject to the covenants and restrictions hereinafter set out.

Restrictions including a preliminary  
limitation or condition based  
on area, color, etc., say hereby  
general terms or stated covenants  
hereby deemed to the extent such  
restrictions violate 42 UCC 3604(c)

Part B, Area of Application.

B-1. The residential area covenants in Part C in their entirety shall apply  
to all of FRONTIER GARDENS AND BUFFALO RIDGE ESTATES as shown on the plat on fi  
in the office of the County Clerk of Laramie County, Wyoming, except the lots and  
blocks in the South 285 feet of the Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>) of Section 21, Town-  
ship 16 North, Range 66 West of the 6th P.M.

B-2. The Business area covenants in Part D shall apply to the lots and  
blocks in the South 285 feet of the Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>) of Section 21, Town-  
ship 14 North, Range 66 West of the 6th P.M.

Part C, Residential Area Covenants.

C-1. No lot shall be used except for residential purposes. No building  
shall be erected, altered, placed or permitted to remain on any lot other than  
one detached single-family dwelling not to exceed two and one-half stories in  
height and a private garage for not more than two cars.

C-2, No building shall be erected placed or altered on any lot until the  
construction plans and specifications and a plan showing the location of the  
structure have been approved by the architectural control committee as to qual-  
ity of workmanship and materials, harmony of external design with existing  
structures, and as to location with respect to topography and finish grade ele-  
vation. 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.  
Approval shall be as provided in Part E.

C-3, No dwelling shall be permitted on any lot at a cost of less than \$10,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 860 square feet for a one-story dwelling, nor less than 700 square feet for a dwelling of more than one story.

C-4, No building shall be located on any lot nearer than 25 feet to the front lot line nor nearer than 10 feet to any side street line. No building shall be located nearer than 7 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building locate 35 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

C-5, No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 6,500 square feet.

C-6, Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 feet of each lot.

C-7, 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 neighborhood.

C-8, 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.

C-9, All septic tanks shall be built and located between the rear of the building and the alley. All dwelling shall have modern bathroom facilities.

C-10, No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

#### Part D. Business Area Covenants.

D-1, No business shall be conducted on any of the lots heretofore designated as business area except those permitted under the Ordinances of the City of Cheyenne, Wyoming, in Business D. Districts in said City.

Part E, Architectural Control.

E-1, The architectural control committee is composed of:

FLOYD L. VOSLER,  
EUGENE R. WRIGHT, and  
CLIFFORD F. VOSLER,

of Cheyenne, Wyoming. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

E-2, The committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Part F, General Provisions.

F-1, 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 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

F-2, Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

F-3, 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.

Dated this 21st day of August, 1956.

Signed: FRONTIER DEVELOPMENT COMPANY AND GEORGE  
L. COLE AND MARY K. COLE.

By: Sol Zuckerman  
C. L. Vosler  
Eugene R. Wright  
Sam B. Levine  
Floyd L. Vosler  
George L. Cole