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FRONTIER DEVELOPMENT COMPANY
A Partnership, and GEORGE L. COLE
AND MARY K. COLE, a Partnership

Restrictions relating to preference,
instigation 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).

TO

THE PUBLIC

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

PART A. PREAMBLE:

KNOW ALL MEN BY THESE PRESENTS: That all Lots and Blocks of FRONTIER GARDENS 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 owned and held, subject to the restrictions, conditions and covenants contained in this Declaration, by Sol Zuckerman, Sam B. Irvine, 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 subsequent grants of any lots and blocks in said Frontier Gardens shall be made subject to the covenants and restrictions hereinafter set out.

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 file 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 $\frac{1}{4}$) of Section 21, Township 14 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 $\frac{1}{4}$) of Section 21, Township 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 quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade 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. Approval shall be as provided in Part E.

C-3. No dwelling shall be permitted on any lot at a cost of less than \$10,000.00 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, more 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 17 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 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 covenants, 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 dwellings 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 Ordinance of the City of Cheyenne, Wyoming, in Business B. Districts in said City.

PART E. ARCHITECTURAL CONTROL COMMITTEE:

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 retire to it any of its power 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.

FRONTIER DEVELOPMENT COMPANY
and GEORGE L. COLE and
MARY K. COLE

/s/SOL ZUCKERMAN
/s/C. F. VOSLER
/s/EUGENE R. WRIGHT
/s/SAM E. LEVINE
/s/FLOYD L. VOSLER
/s/GEORGE L. COLE

The State of Wyoming)
County of Laramie) SS

On this 21st day of August, 1956, before me personally appeared SOL ZUCKERMAN, SAM E. LEVINE, EUGENE R. WRIGHT, FLOYD L. VOSLER, C. F. VOSLER, AND GEORGE L. COLE, who stated that they are co-partners, doing business as FRONTIER DEVELOPMENT COMPANY AND BUFFALO RIDGE ESTATES, and that they signed the above and foregoing instrument as their free act and deed.

J. W. SMUCK
Notary Public

(NOTARIAL SEAL)

My Commission expires Oct. 4, 1958.

Reception No. 762167

OCT 16 1959

2:45 pm

873756

DESCRIPTION No. LESTER R. GOPP, Recorder

STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

COPIES OF THIS INSTRUMENT
WAS MADE BY OR UNDER
THE AUTHORITY OF THE
RECORDING OFFICE OF
THE COUNTY CLERK OF
LARAMIE COUNTY, WYOMING
BASED UPON THE
RECORDING OF THIS INSTRUMENT

ADOPTION AND AMENDMENT OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the Frontier Development Co., a Wyoming corporation, being the owners of the West one-half of Block 6 and the East one-half of Block 7, Frontier Gardens, Third Filing; all of Blocks 25 and 26, Buffalo Ridge Estates, Third Filing; and the West one-half of Block 27 and the East one-half of Block 28, Buffalo Ridge Estates, Fourth Filing, additions to the City of Cheyenne, Laramie County, Wyoming, do hereby adopt the declaration of protective covenants heretofore filed in connection with other portions of Frontier Gardens and Buffalo Ridge Estates, and as filed for record in the office of the Laramie County Clerk in Book 601 at pages 280-284, and do hereby agree that these covenants shall apply in their entirety to the above described blocks and all conveyances of such lots and blocks shall be subject to and be controlled by the said declaration, and the said declaration is hereby ratified, adopted and confirmed as to the said blocks; provided, however, that paragraph C-4 of said declaration shall be considered as amended to the extent that on all interior lots in said blocks the side yard requirements shall be the same as those now required in residence "A" zones in the Ordinances of the City of Cheyenne.

This instrument is recorded for the purpose of correcting the description contained in the ADOPTION OF PROTECTIVE COVENANTS recorded July 20, 1959 in Book 656, Page 15, Laramie County, Wyoming records.

FRONTIER DEVELOPMENT CO., INC.

BY Alford L. Vosler (Pres.)
(Pres.)
Title

Attest:

Erwin B. Twine
Assistant Secy.
Title

On this 15th day of October, 1959, appeared _____
Alford L. Vosler and Erwin B. Twine, known to me to be the
President and Secy., respectively, of Frontier Develop-
ment Co., Inc., and known to me to be the persons who executed
the within and foregoing declaration of protective covenants
and who acknowledged to me that they executed the same as
their free act and deed and by the authority of the Board of
Directors of the said Frontier Development Co., Inc., for

RECORDED SEP 12 1958 AT 3:03 PM
833032
LUTHER R. COFF, Clerk

STATE OF WYOMING)
COUNTY OF LARAMIE)

ADOPTION AND AMENDMENT OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, being all the owners of Lots 9 to 16 inc., in Block 5; Lots 1 to 8 inc., in Block 6, Frontier Gardens, Third Filing and Lots 16 to 29 inc., in Block 24, Lots 1 to 13 inc., in Block 27, Buffalo Ridge Estates, Third Filing, Additions to the City of Cheyenne, Laramie County, Wyoming, a subdivision of Section 21, Township 14 North, Range 66 West of the 6th P. M., in said County and State, with the exception hereinafter expressed, do hereby agree that the declaration of protective covenants heretofore filed in connection with other portions of Frontier Gardens and Buffalo Ridge Estates, and as made of record in the office of the Laramie County Clerk in Book 601 at pages 280-284, shall apply in their entirety to the above described lots and blocks and all conveyances of such lots and blocks shall be subject to and be controlled by the said declaration and the said declaration is hereby ratified, adopted and confirmed as to the said lots and blocks.

The declaration of protective covenants as above described is hereby amended as follows: Paragraph C-4 is amended to the extent that the side yard requirements of interior lots shall be the same as those now prescribed in the Ordinances of the City of Cheyenne in Residence "A" zones.

Restrictions imposing a penalty, 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).

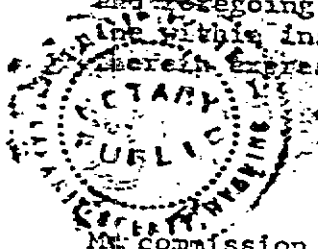
FRONTIER DEVELOPMENT CO., A Partnership

Sol Zuckerman
Floyd L. Vosler

George L. Cole and Mary K. Cole, a partnership

George L. Cole
Mary K. Cole

On this 10th day of Sept, 1958, before me personally appeared Sol Zuckerman, Floyd L. Vosler, George L. Cole, and Mary K. Cole, known to me to be the persons who acknowledged the within and foregoing instrument and who acknowledged to me that they executed herein expressed.



Paul White
Notary Public

My commission expires: 6-1-62