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.***

245 Storey Boulevard
Cheyenne, WY 82009
307-635-1181

# BUFFALO RIDGE ESTATES, FIFTH FILING AMENDED

PART OF THE SOUTHEAST 1/4, SECTION 21, TOWNSHIP 14 NORTH
RANGE 66 WEST, 6th PRINCIPAL MERIDIAN
LARAMIE COUNTY, WYOMING
SCALE: 1" = 100' NOV. 2, 1959

## ENGINEERS CERTIFICATE

THE STATE OF WYOMING }
COUNTY OF LARAMIE } SS

I, Charles S. Meurer, a registered Professional Engineer and Land Surveyor in the state of Wyoming, do hereby certify that this map of BUFFALO RIDGE ESTATES, FIFTH FILING, AMENDED an addition to the City of Cheyenne, Laramie County, Wyoming, was made under my supervision and that the accompanying plat accurately and properly shows the locations and dimensions of the lots, blocks, streets and easements as marked on the ground by iron pipes set at all block corners, and iron pipes set at all other lot corners, and I further certify that the land embraced in this subdivision is a part of the Southeast one-quarter (SE1/4) of Section 21 (Sec. 21), Township 14 North (T14N), Range 66 West (R66W) of the Sixth Principal Meridian (6th P.M.), County of Laramie, State of Wyoming more particularly described as follows: Beginning at the center of said Section 21; thence S 89°50'E, along the east-west centerline of said Section 21, a distance of 522.82 feet to a point; thence S 33°37'E, along the west boundary of Pine Ridge Avenue, a distance of 698.67 feet to a point; thence S17°04'E, continuing along the west boundary of said Pine Ridge Avenue, a distance of 777.27 feet to a point; thence S 89°53'E, on the centerline of Basin Street, a distance of 1.4 feet to a point; thence South, along the west boundary of said Pine Ridge Avenue, a distance of 1323.34 feet to a point on the south boundary of said Section 21; thence N 89°56'W, along the south boundary of said Section 21, a distance of 1134 feet to the S1/4 corner of said Section 21; thence N 0° 7.5'W, along the north-south centerline of said Section 21, a distance of 2648.2 feet to the point of beginning.

Charles S. Meurer
Charles S. Meurer Reg. No. 451

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS that Frontier Development Company a Wyoming Corporation the owner of the land embraced in BUFFALO RIDGE ESTATES, FIFTH FILING AMENDED does hereby declare the subdivision of the within described land, as appears on this plat, to be its free act and deed and in accordance with its desires, and by these presents do dedicate for the perpetual use of the public, the streets, avenues and other public places shown hereon, also public utility easements as shown.

FRONTIER DEVELOPMENT COMPANY

Floyd L. Vosler, President

Sol Zuckerman, Secretary

## ACKNOWLEDGEMENT

STATE OF WYOMING }
COUNTY OF LARAMIE } SS

On this 12 day of NOVEMBER A.D. 1959, before me personally appeared Floyd L. Vosler, President and Sol Zuckerman, Secretary of Frontier Development Company a Wyoming Corporation, to me known to be described in and who executed the within and foregoing dedication, and acknowledged said instrument to be its free act and deed and for the purposes therein mentioned.

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

My commission expires JUNE 6, 1961

Jerry S. Berger Jr.
Notary Public

Residing at CHEYENNE, WYOMING

## APPROVAL

Approved by the City Commission of the City of Cheyenne, Wyoming this 13th day of November A.D. 1959.

Attest: Jessie H. Radin
City Clerk

Mayor

Approved by the Board of County Commissioners of Laramie County, Wyoming this 1 day of Dec. A.D. 1959.

Attest: Leslie R. Hopper
County Clerk

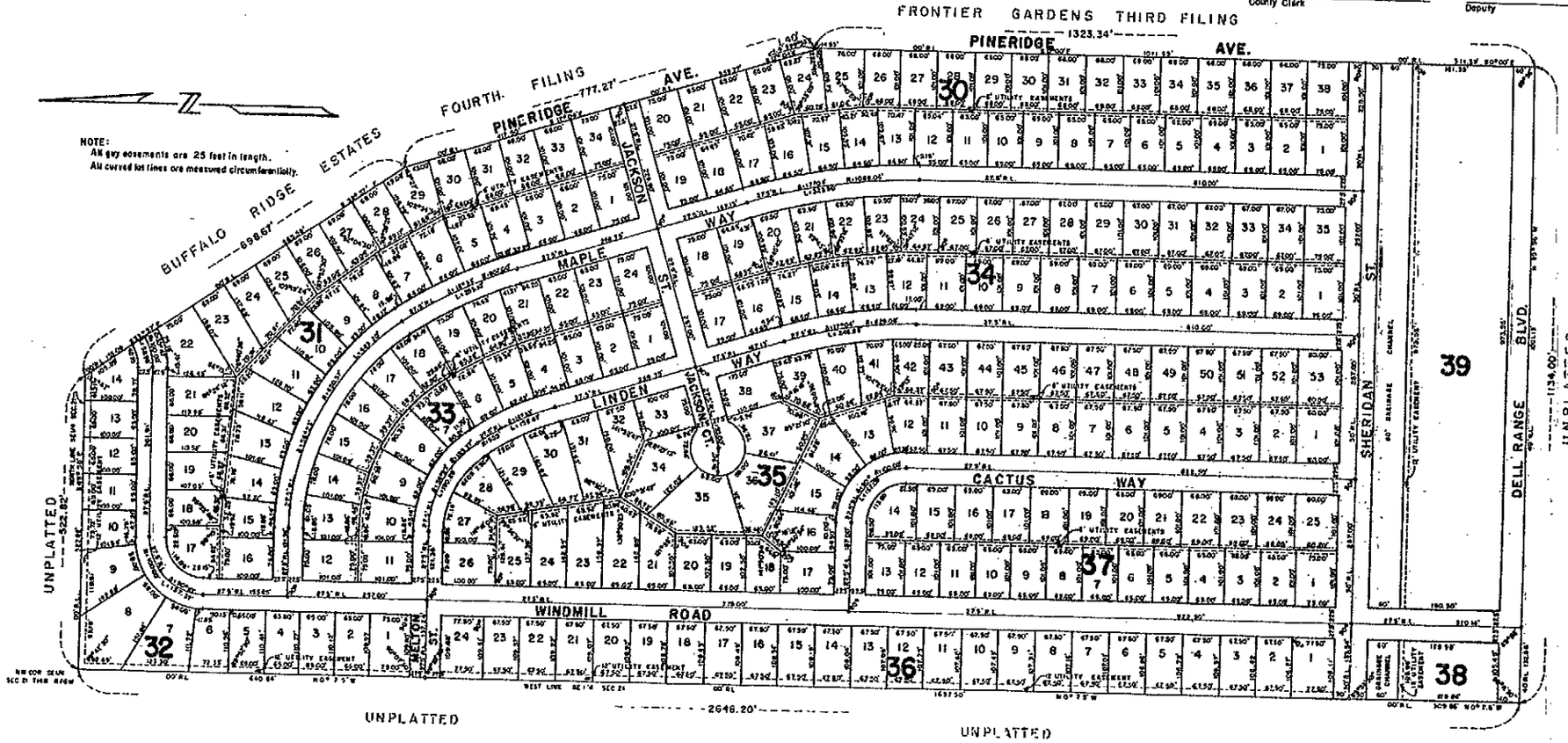
Chairman

STATE OF WYOMING }
COUNTY OF LARAMIE } SS

I hereby certify that this instrument was filed in my office on this _____ day of _____ A.D. 1959 at _____ o'clock, and was recorded in Plat Book _____ at page _____.

County Clerk

Deputy




NOTE:
All guy easements are 25 feet in length.
All curved lot lines are measured circumferentially.

87800

The State of Wyoming }
County of Laramie } SS
This instrument was filed for record at 9:11 o'clock A.M. on the 7 day of Dec. and recorded in Book 7 of Plat on page 54
Carl Robinson
County Clerk & Ex-Officio Register of Deeds
By Charles Robinson

Entry Number 66

Page 54

Frontier Development Company

in re

Buffalo Ridge Estates, Fifth Filing.

DECLARATION OF PROTECTIVE COVENANTS

Dated October ___, 1959

Recorded Oct. 21, 1959 at 3:05 P.M.

The undersigned, Frontier Development Company, a Wyoming Corporation, being the owner in fee simple of the following described property situate in Laramie County, Wyoming, to-wit:

All of Blocks 30, 31, 32, 33, 34, 35, 36 and 37, in Buffalo Ridge Estates, Fifth Filing, an Addition to the City of Cheyenne, Laramie County, Wyoming,

do hereby make this declaration of protective covenants applicable to all of said described property.

1. No plot shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any plot, other than one family dwellings not to exceed two stories in height and a private garage for not more than two cars.

2. No building shall be erected, placed or altered on any plot 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 location with respect to topography and finish grade elevations. All construction shall be new, and no building or buildings may be moved from another location to any site within this subdivision. No fence or wall shall be erected, placed or altered on any plot nearer to any street than the minimum building setback line. There shall be not front yard fencing.

3. No dwelling shall be permitted on Blocks 31, 32, 33, Lots 19 through 38, both inclusive in Block 35 and Lots 17 through 24, both inclusive in Block 36, in which the ground floor area of the main structure, exclusive of one story porches and garages, shall be less than 1000 square feet for a one story building, or less than 1000 square feet of ground floor space for a two story building.

No dwelling shall be permitted on Blocks 30, 34, 37 and Lots 1 through 18, both inclusive and Lots 39, through 53, both inclusive in Block 35 and Lots 1 through 16, both inclusive in Block 36, in which the ground floor area of the main structure, exclusive of one story porches and garages, shall be less than 900 square feet for a one story building, or less than 900 square feet of ground floor space for a two story building.

4. At least fifty percent of each resident structure shall be faced with brick, stone or masonry artificial stone.

5. No building shall be located on any plot nearer than 25 feet to the front plot line or nearer than 10 feet to any side street line, and no building shall be located nearer than 5 feet to an interior plot line, except that no side yard shall be required for a garage or other permitted accessory building located 45 feet or more fromthe minimum building set-back line. No dwelling shall be located on any interior plot nearer than 25 feet to the rear plot line. In the event that a house is turned on a

(Continued Next Page)

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).

corner to face the side street, the setback line at the front of the lot shall be 5 feet greater than the setback of the adjoining house, and the setback line on the side street shall be 25 feet. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, howeve that this shall not be construed to permit any portion of a building on a plot to encroach upon another plot.

6. No dwelling shall be erected or placed on any plot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any plot having an area of less than 6000 square feet.

7. Easements and/or alleys for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

8. No noxious or offensive activity shall be carried on upon any plot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

9. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any plot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any house trailer be permitted to remain on any plot.

10. No person shall be allowed to keep, breed or raise chickens, turkeys, horses, cows, cattle, sheep or other domestic farm animals on any plot or erect thereon any building designed to house the same. This restriction shall not be construed to prohibit any person from keeping cats, dogs or other household pets on any plot, providing they are not kept, bred or raised for commercial purposes.

11. The architectural control committee is composed of the following persons: JERRY J. BERGER, JR. - KENNETH B. CYRUS - WALTER C. URBIGKIT, 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 their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then owners of a majority of the plots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to restore to the committee any of the powers and duties.

12. The committee's approval or disapproval as required by 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.

13. These covenants are to run with the land and shall be binding on all persons claiming under them for a period of thirty years from the date those 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

(Continued Next Page)

owners of the plots has been recorded, agreeing to change said covenants in whole or in part.

14. In the event that anyone shall violate any of these covenants it shall be lawful for any owner of a plot or plots in the area to maintain an action in law or equity against the person or persons as violation the covenants in order to restrain or enjoin the violation thereof.

15. 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 affect.

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

17. Entire property described is zoned Residential "A".

IN TESTIMONY WHEREOF, the Frontier Development Company, a Wyoming Corporation has caused this instrument to be executed by its President and attested by its Secretary and its Corporate Seal to be affixed on this _____ day of October, A.D. 1959.

(Corporate Seal)

Signed: FRONTIER DEVELOPMENT COMPANY
By: Floyd L. Vosler, President
Attest: Sol Zuckerman, Secretary

Acknowledged October 10, 1959 by Floyd L. Vosler, President of Frontier Development Company, in behalf of said corporation by authority of its Board of Directors and to be the free act and deed of said corporation, before Arthur L. Bettis, Notary Public, Laramie County, Wyoming. (Notarial Seal)
Commission expires June 24, 1963.

Reception No. 874196.

* * * * *  * * * * *

Book 682

Page 387

Realty Investors, Inc.,
A Wyoming Corporation,
et al

in re

Buffalo Ridge Estates,
Fifth Filing.

ADDENDUM TO THE DECLARATION OF PROTECTIVE COVENANTS ON BUFFAL RIDGE ESTATES, FIFTH FILING, A ADDITION TO THE CITY OF CHEYEN LARAMIE COUNTY, WYOMING

Dated June 17, 1960

Recorded Jun. 23, 1960 at 10:02 A.M.

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).

WHEREAS, the Frontier Development Company being the owner in fee of the Buffalo Ridge Estates, Fifth Filing, an Addition to th City of Cheyenne, Laramie County, Wyoming, executed and recorded DECLARATION OF PROTECTIVE COVENANTS dated October 10, 1959, recor ed October 21, 1959, in Book 666, Pages 166, 167 and 168.

AND WHEREAS, it is now desired to amend said Declaration of Protective Covenants.

NOW THEREFORE, the Realty Investors, Inc., a Wyoming Corpora tion, the Frontier Development, a Wyoming Corporation, The Chism Building Company, a Colorado Corporation, Warren C. Munn and Marian E. Munn, Husband and Wife, Paul Penny and Dora Mae Penny, Husband and Wife, Bruce B. Davidson and Dora E. Davidson, Husband and Wife, being all of the fee owners of Lots and Blocks of said Buffalo Ridge Estates, Fifth Filing, an Addition to the City of Cheyenne, Laramie County, Wyoming, does hereby amend a certain part and paragraph as follows, to-wit:

1. Paragraph Number 3 is hereby corrected and amended to read as follows:
"No dwelling shall be permitted, erected or placed on any plot, in which the ground floor area of the main structure, exclusive of one story porches and garages, shall be less than 900 square feet for a one story building, or less than 800 square feet of ground floor space for a two story building."

The said Declaration of Protective Covenants shall remain in full force and effect except only as amended herein.

IN TESTIMONY WHEREOF, this instrument has been executed this 17th day of June, A.D. 1960.

(Corporate Seal)

Signed: REALTY INVESTORS, INC.
By: Dean Brothwick, President
Attest: Walter C. Urbigkit, Jr., Secretary

(Corporate Seal)

Signed: FRONTIER DEVELOPMENT COMPANY
By: Floyd L. Vosler, President
Attest: Sol Zuckerman, Secretary

(Corporate Seal)

Signed: CHISM BUILDING COMPANY
By: Henry A. Chism, President
Attest: Marjorie L. Chism, Secretary

(Continued Next Page)

Signed: Bruce B. Davidson
Dora E. Davidson

Warren C. Munn
Marian E. Munn
Paul Penny
Dora Mae Penny

Acknowledged June 17, 1960 by Dean Borthwick, President of Realty Investors, Inc., to be the free act and deed of said corportion before Arthur L. Bettis, Notary Public, Laramie County, Wyoming. (Notarial Seal) Commission expires June 24, 1963.

Acknowledged June 21, 1960 by Floyd L. Vosler, President of Frontier Development Company to be the free act and deed of said corporation before Arthur L. Bettis, Notary Public, Laramie County Wyoming. (Notarial Seal) Commission expires June 24, 1963.

Acknowledged June 22, 1960 by Henry A. Chism, President of Chism Building Company to be the free act and deed of said corporation before Arthur L. Bettis, Notary Public, Laramie County, Wyoming. (Notarial Seal) Commission expires June 24, 1963.

Acknowledged June 21, 1960 by Warren C. Munn and Marian E. Munn, husband and wife, Paul Penny and Dora Mae Panny, Husband and Wife, and Bruce B. Davidson and Dora E. Davidson, Husband and Wife, before Arthur L. Bettis, Notary Public, Laramie County, Wyoming. (Notarial Seal) Commission expires June 24, 1963.
Homestead rights released in the acknowledgment.

Reception No. 903386.

* * * * *  * * * * *

| | | |
|---|---|---|
| Frontier Development Company, a Partnership, and George L. Cole and Mary K. Cole, a Partnership | * | DECLARATION OF PROTECTIVE COVENANTS 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 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. 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 subsequent grants of any lots and blocks in said Frontier Gardens ahll 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 (SE¼) of Section 21, Township 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 (SE¼) 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 singe-family dwelling not te 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.

Restrictions including a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

C-3, No dwelling shall be permitted on any lot at 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 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 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 favilities 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, quarring or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral execavations 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 thos 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 residnation 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 wirtten 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

George L. Cole and Mary K. Cole*
*
to *
*
The public *

RATIFICATION OF DECLARATION OF PROTECTIVE COVENANTS AND AMENDMENT

Recorded October 10, 1956 at 2:05 P.

Recites:

WHEREAS, the Frontier Development Company and George L. Cole, on August 21, 1956, did execute a Declaration of Protective Covenants for Frontier Gardens (Original, Second and Third Filing) and Buffalo Ridge Estates, which were duly filed and recorded in the office of the County Clerk of Laramie County, State of Wyoming, on August 21, 1956, at 4:45 P.M. in Book 601 at Pages 280/84; and

WHEREAS, Mary K. Cole did not execute or sign said Declaration of Protective Covenants for Frontier Gardens (Original, Second or Third Filing) and Buffalo Ridge Estates; and

WHEREAS, the Frontier Development Company on September 14, 1956, did execute an Amendment to the said Declaration of Protective Covenants hereinabove described, which was duly filed and recorded in the office of the County Clerk of Laramie County, State of Wyoming on September 14, 1956, at 3:46 P.M. in Book 601 at Page 461; and

WHEREAS, neither George L. Cole nor Mary K. Cole signed or executed said Amendment to said Declaration of Protective Covenants.

IT IS, THEREFORE, the intention and purpose of the undersigned, George L. Cole and Mary K. Cole, to hereby ratify and confirm the Declaration of Protective Covenants for Frontier Gardens, (Original, First and Second Filings) and Buffalo Ridge Estates, as made and recorded in Book 601 at pages 280/84, in the office of the County Clerk of Laramie County, State of Wyoming; and to ratify and confirm the Amendment to said Declaration of Protective Covenants for Frontier Gardens (Original, Second and Third Filing) and Buffalo Ridge Estates as made and recorded in Book 601 at Page 461, in the Office of the County Clerk for Laramie County, State of Wyoming.

Signed: George L. Cole
Mary K. Cole

Subscribed and sworn to October 10, 1956, before Jane L. Neavill, a Notary Public in Laramie County, Wyoming. (Notarial Seal) Commission expires June 10, 1

* * * * *

* * * * *

RECORDED ..... AT ..... O'CLOCK ..... M.

RECEPTION NO. 9[illegible]47 ..... LAURA SOHN, Recorder

| | | |
|---|---|---|
| Number | George L. Cole and Mary K. Cole, husband and wife | * DECLARATION OF PROTECTIVE [illegible] FOR THE REPLAT OF LOTS 7,8,9, 10,11,12,13 and 14, BLOCK 21, BUFFALO RIDGE ESTATES, ORIGINAL FILING, AN ADDITION TO THE CITY OF CHEYENNE, LARAMIE COUNTY, WYOMING, AND THE REPLAT OF LOT 1,2,3,4 and 6, BLOCK 21, BUFFALO RIDGE ESTATES, SECOND FILING, AN ADDITION TO THE CITY OF CHEYENNE, LARAMIE COUNTY, WYOMING |
| | to | |
| | The Public | |
| | | * Dated |
| | | * Recorded |

KNOW ALL MEN BY THESE PRESENTS: That the replat of Lots 7, 8, 9, 10, 11, 12, 13 and 14, Block 21, Buffalo Ridge Estates, Original Filing, an addition to the City of Cheyenne, Laramie County, Wyoming; and the replat of Lots 1, 2, 3, 4 and 6, Block 21, Buffalo Ridge Estates, Second Filing, an addition to the City of Cheyenne, Laramie County, Wyoming, which said additions are on file in the office of said Laramie County Clerk, and are now owned and held subject to the restrictions, conditions and covenants contained in this Declaration by George L. Cole and Mary K. Cole, husband and wife, and said owners do hereby covenant and agree that any subsequent grants of any of said described lots and blocks of said additions shall be made subject to the covenants and restrictions hereinafter set forth:

1. All of the area of this addition shall be classified as (A) Zone Residential in accordance with the zoning ordinance of the City of Cheyenne.

2. 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.

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 the lot line on the side street.

(a) The architectural control committee is composed of George L. Cole, Mary K. Cole and Edwin Howell. 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 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 the committee, or restore to it any of its powers

4. No dwelling shall be permitted on any lot of less than 950 square feet of main structure for a one-story dwelling or less than 700 square feet for a dwelling for more than one story.

5. No noxious or offensive activity shall be carried on upon any lot.

6. 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.

7. 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 has been recorded, agreeing to change said covenants in whole or in part.

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

9. 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.

WITNESS:

[illegible]

[illegible]

[illegible]

The State of Wyoming )
County of Laramie ) ss

On this 11th day of August, 1962, before me personally appeared George L. Cole and Mary K. Cole, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed,

Given under my hand and notarial seal, the 11th day of August, A.D., 1962.

[illegible]
Notary Public

My Commission expires: Jan 5 1966

FIRST AMERICAN