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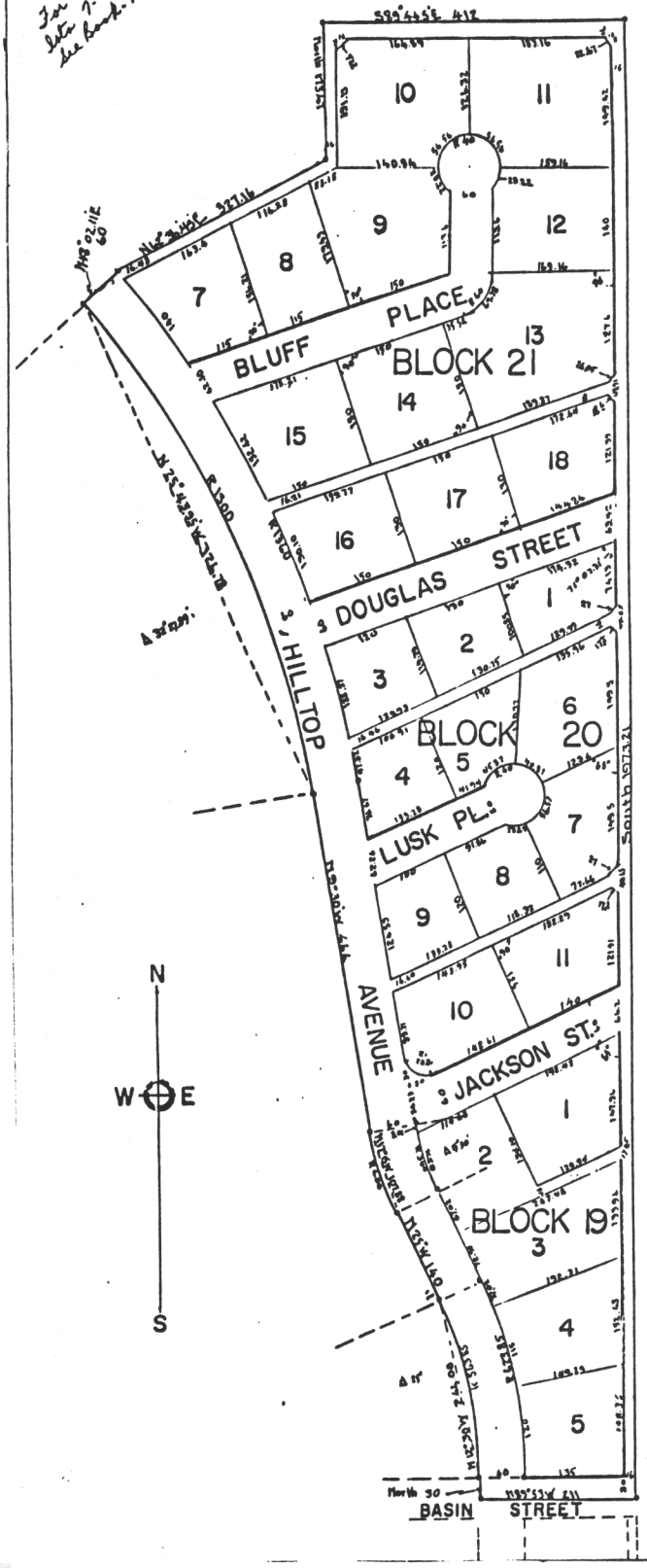
245 Storey Boulevard
Cheyenne, WY 82009
307-635-1181

For Vacation of Lots 7-14 Inc. Blk 21 See Book 735 - Page 76



ENGINEER'S CERTIFICATE

The State of Wyoming }
County of Laramie } ss

I, T. H. Baldwin, of Cheyenne, Wyoming, hereby certify that this plat of Buffalo Ridge Estates was made from notes taken during an actual survey made under my direction in May 1956; that it shows accurately the lots, blocks, streets and alleys as marked on the ground by iron pipe set at all block corners and iron spikes set at all other lot corners; that the land embraced in this subdivision is parts of the E½NE¼SE¼ and S½SE¼NE¼ of Section 21, T. 14 N., R. 66 W., 6th P. M., Laramie County, Wyoming, containing 20.20 acres, more or less and being more particularly described as follows:

Beginning at the south-east corner of NE¼SE¼ of said Section 21; thence N 89°53' W, along the south line of NE¼SE¼ of said Section 21, a distance of 211 feet to a point; thence North a distance of 30 feet to a point of curve; thence on a curve to the left, whose radius is 563.85 feet and whose long chord bears N 2°30'W, a distance of 244.08 feet to the point of tangent; thence N 25° W a distance of 140 feet to a point of curve; thence on a curve to the right, whose radius is 400 feet and whose long chord bears N 17°15' W, a distance of 107.88 feet to the point of tangent; thence N 9°30' W a distance of 464 feet to a point of curve; thence on a curve to the left, whose radius is 1300 feet and whose long chord bears N 25°43.95' W distance of 726.78 feet to a point on curve; thence N 48°02.11' E a distance of 60 feet to a point; thence N 62°36.43' E a distance of 327.16 feet to a point; thence NORTH a distance of 173.47 feet to a point on the north line S½SE¼NE¼ of said Section 21; thence S 89°44.5' E, along said north line, a distance of 412 feet to a point on the east line of said Section 21; thence South, along the east line of said Section 21, a distance of 1973.21 feet to the point of beginning.

T H Baldwin
Engr. Wyo. Reg. #19

DEDICATION

Know all men by these presents, that George L. Cole, Mary K. Cole, and FRONTIER DEVELOPMENT COMPANY, a partnership consisting of Floyd L. Vosler, C. F. Vosler, Sol Zuckerman, Sam B. Levine and Eugene R. Wright, owners in fee simple of the land embraced in this plat and description of Buffalo Ridge Estates do hereby declare the subdivision of said lands, as appears on this plat, to be their free act and deed and in accordance with their desires, and do hereby dedicate to the use of the public forever all of the streets and alleys shown hereon.

Witness H W Smeark — George L Cole
Witness H W Smeark — Mary K Cole
Witness H W Smeark — Floyd L Vosler
Witness H W Smeark — C F Vosler
Witness H W Smeark — Sol Zuckerman
Witness H W Smeark — Sam B. Levine
Witness H W Smeark — Eugene R Wright

ACKNOWLEDGEMENT

The State of Wyoming }
County of Laramie } ss

On this 28 day of May A. D. 1956, before me, a Notary Public in and for the State of Wyoming, personally appeared George L. Cole, Mary K. Cole and Floyd L. Vosler, C. F. Vosler, Sol Zuckerman, Sam B. Levine and Eugene R. Wright, to me known to be the persons described in and who executed the within and foregoing dedication, and acknowledged said instrument to be their free act and deed and for the purpose 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 Oct 4, 1958 — H W Smeark, Notary Public

Residing at Cheyenne, Wyo.

APPROVAL

Approved by the City Commission of the City of Cheyenne this 28 day of May A. D. 1956.

Attest Mary D. O'Connell, City Clerk — V S Christensen, Mayor

Approved by the Board of County Commissioners of Laramie County, Wyoming this 5 day of June A. D. 1956.

Attest Walter R Lopp, County Clerk — Rob Crews, Chairman

BUFFALO RIDGE ESTATES

A PORTION OF E½NE¼SE¼ & S½SE¼NE¼

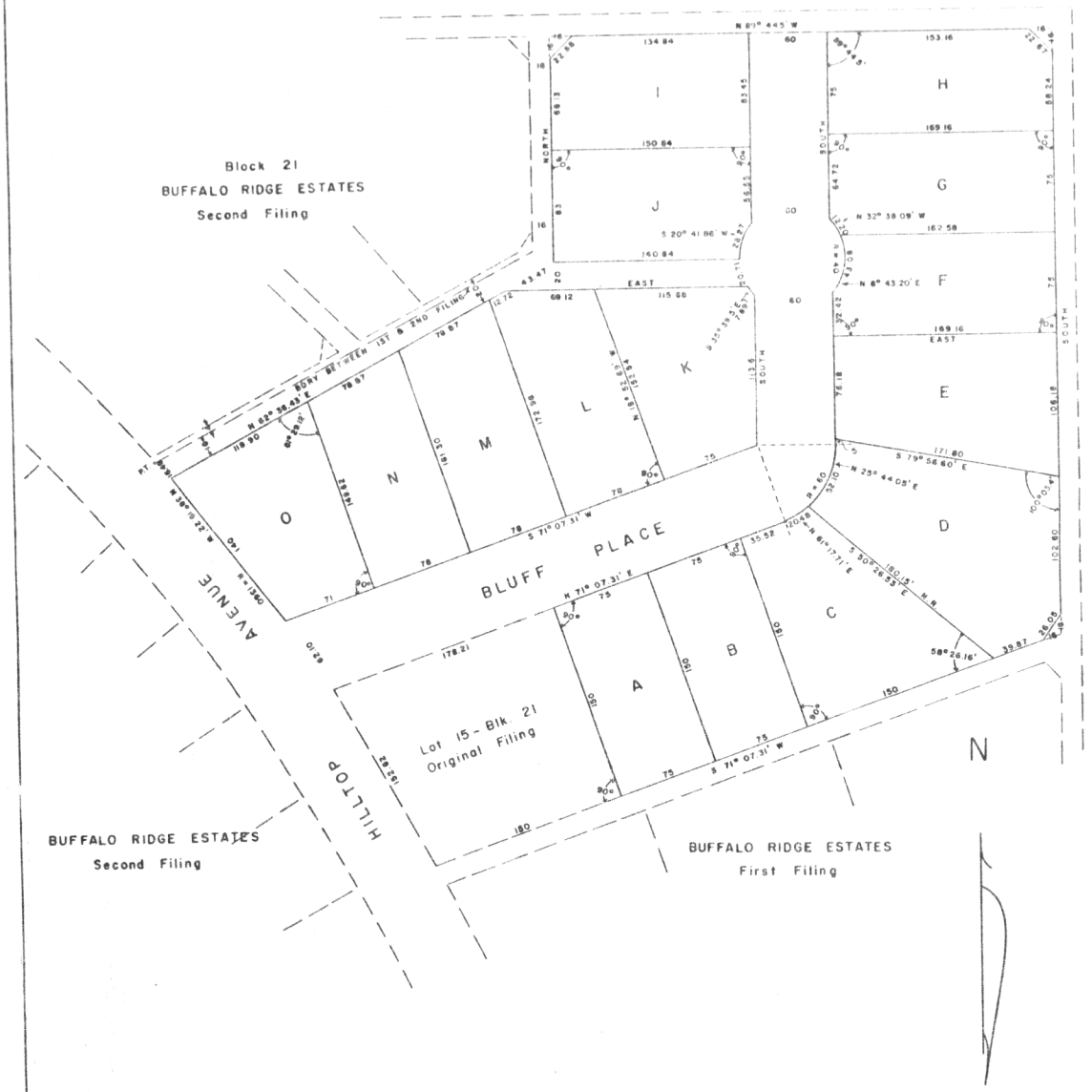
SECTION 21, T. 14 N., R. 66 W., 6th P. M.,

LARAMIE COUNTY, WYOMING

SCALE 1" = 100' — MAY 1956

The State of Wyoming } ss
County of Laramie }

LJW



SURVEYOR'S CERTIFICATE

The State of Wyoming } ss
County of Laramie

I, Malcolm D. Martin, of Cheyenne, Wyoming, hereby certify that this map of the REPLAT of Lots 7 - 14, inclusive, Block 21, Buffalo Ridge Estates, (1st FILING), City of Cheyenne, Laramie County, Wyoming, was made from notes taken during an actual survey made under my direction in July, 1962 and accurately represents the new lots, street and alley, as marked on the ground by iron pipe at the block corners, P.C.'s and P.T.'s and iron spikes at all other lot corners.

Malcolm D. Martin
Wyo. Reg. No. 228

DEDICATION

Know all men by these presents, that George L. Cole and Mary K. Cole, owners in fee simple of the land embraced in this REPLAT of Lots 7 - 14, inclusive, Block 21, Buffalo Ridge Estates, (1st Filing) do hereby declare the subdivision of said land, as appears on this REPLAT, to be their free act and deed and in accordance with their desires, and do hereby dedicate to the use of the Public forever the new street and alley shown hereon.

Witness Mrs. V. J. Evans — George L. Cole
Witness Mrs. V. J. Evans — Mary K. Cole

ACKNOWLEDGEMENT

The State of Wyoming } ss
County of Laramie

On this 3rd day of August A.D., 1962, before me, a Notary Public, in and for the State of Wyoming, personally appeared George L. Cole and Mary K. Cole, to me known to be the persons described in and who executed the within and foregoing Dedication and acknowledged said instrument to be their free act and deed and for the purpose 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 March 29, 1966 — Mrs. V. J. Evans, Notary Public

Residing at Cheyenne, Wyoming

APPROVALS

Approved by the City Commission of the City of Cheyenne this 6th day of August A.D., 1962.

Attest Vivian F. Rodin, City Clerk — Bill Vatron, Mayor

Approved by the Board of County Commissioners of Laramie County, Wyoming this 7 day of August A.D., 1962.

Attest Jester R. Gopp, County Clerk — Dan C. Rue, Chairman of the Board

Fairfax #212

Berdene Corso

REPLAT
of
Lots 7 - 14 incl., Block 21
Buffalo Ridge Estates, (1st Filing)
City of Cheyenne, Laramie County, Wyoming

Scale 1" = 50' — July, 1962

T. H. Baldwin
Cons. Engineer

Note: Curved lot lines are chord lengths.

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).

Number 1 Frontier Development Co., a partnership, et al * ADOPTION AND AMENDMENT OF PROTECTIVE COVENANTS

to * Recorded August 12, 1957 at 4:23 P.M.

620-289 The Public *

Recites:

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, being all the owners of Lots 1 to 6, inclusive, of Block 21, all of Blocks 22, 23 and 24 in Buffalo Ridge Estates, an Addition 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. It is the intention of this amendment that it shall apply to all past and future filings in Frontier Gardens and Buffalo Ridge Estates.

Signed: FRONTIER DEVELOPMENT CO., a partnership
By: Sol Zuckerman
Floyd L. Vosler

Signed: George L. Cole and Mary K. Cole, a partnership
By: George L. Cole
Mary K. Cole

Signed: Jack R. Beahm
Ruth E. Beahm

Acknowledged August 7, 1957 by Sol Zuckerman, Floyd L. Vosler, George L. Cole, Mary K. Cole, Jack R. Beahm and Ruth E. Beahm, before H. W. Smeenk, a Notary Public in Laramie County, Wyoming. (Notarial Seal) Commission expires October 4, 1958.

* * * * * * * * * * * * * * * *

BOOK 601

Page 230

Recorded August 21, 1958 at 4:45 P. M.

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

TO

THE PUBLIC

DECLARATION OF PROTECTIVE COVENANTS FOR
FRONTIER GARDENS AND BUFFALO RIDGE ESTATES
(2nd & 3rd Filing, 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 (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 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 assessory building located 35 feet on 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 nay 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, quarring 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 restore 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 B. LEVINE
/s/FLOYD L. VOSLER
/s/GEORGE L. COLE

The State of Wyoming)
) SS
County of Laramie)

On this 21st day of August, 1956, before me personally appeared SOL ZUCKERMAN, SAM B. 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. SHERICK
Notary Public

(NOTARIAL SEAL)

My Commission expires Oct. 4, 1959.

Reception No. 762161

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.M.

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.

Restrictions imposing a 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).

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.

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 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 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

601-461 Frontier Development Company, a Partnership

in re

Frontier Gardens, 1st, 2nd & 3rd Filing, and Buffalo Ridge Estates

DECLARATION OF PROTECTIVE COVENANTS

Dated Sept. 14, 1956

Recorded Sep. 14, 1956 at 3:46 P.M.

We do hereby amend the Declaration of Protective Covenants heretofore filed in the office of the Laramie County Clerk on Frontier Gardens original filing dated December 7th, 1954, Recorded in Book 560 on Pages 333 - 337 at 3:17 P.M., and Frontier Gardens Second Filing and Third Filing and Buffalo Ridge Estates Recorded August 21st, 1956, at 4:45 P.M. in Book 601, Pages 280, 281, 282, 283, and 284, by adding thereto the following additional Covenants:

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).

1. Livestock and Poultry - No annimals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

2. Sewage Disposal - No individual sewage-disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State of Wyoming Department of Public Health. This is in accordance with instructions from Mr. Arnold Punshon, Area Sanitary Engineer.

3. All construction shall be new and no building shall be moved from another location on to any lot in this subdivision.

Dated this 14th day of Sept., 1956.

Signed: FRONTIER DEVELOPMENT COMPANY
By: Sol Zuckerman
Floyd L. Vosler

Acknowledged September 14, 1956 before H. W. Smeenk, Notary Public, Laramie County, Wyoming. (Notarial Seal) Commission expires Oct. 4, 1958.

Reception No. 764629.

* * * * * * * * * * *

FRONTIER DEVELOPMENT COMPANY, a partnership

to

The Public

DECLARATION OF PROTECTIVE COVENANTS FOR FRONTIER GARDEN, 1st, 2nd & 3rd Filing, and BUFFALO RIDGE ESTATES

Recorded September 14, 1956 at 3:46 P.M.

Recites:

We do hereby amend the Declaration of Protective Covenants heretofore filed in the office of the Laramie County Clerk on Frontier Gardens original filing dated December 7, 1954, recorded in Book 560, Pages 333-337 at 3:17 P.M., and Frontier Gardens Second Filing and Third Filing and Buffalo Ridge Estates, recorded August 21, 1956, at 4:45 P.M. in Book 601, Pages 280, 281, 282, 283, and 284, by adding thereto the following additional covenants:

1. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

2. Sewage Disposal. No individual sewage-disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State of Wyoming Department of Public Health. This is in accordance with instructions from Mr. Arnold Punshon, Area Sanitary Engineer.

3. All construction shall be new and no building shall be moved from another location on to any lot in this subdivision.

Dated this 14th day of September, 1956.

Signed: FRONTIER DEVELOPMENT COMPANY
By: Sol Zuckerman
Floyd L. Vosler

Acknowledged September 14, 1956 by Sol Zuckerman and Floyd L. Vosler, copartners, doing business as Frontier Development Company and Buffalo Ridge Estates, before H. W. Smeenk, a Notary Public in Laramie County, Wyoming. (Notarial Seal) Commission expires October 4, 1958.

* * * * *

* * * * *

THE STATE OF WYOMING)
)SS
COUNTY OF LARAMIE)

On this 21st day of August, 1956, before me personally appeared Sol Zuckerman, Sam B. 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 forgoing instrument as their free act and deed.

H. W. Smeenk, Notary Public.

Commission expires October 4, 1958.
Reception Number 762161.

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.M.

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, 1959

* * * * * * * * * *

BOOK 735

RECORDED AUG 20 1962 AT 9:39 O'CLOCK A.M.

RECEPTION NO. 986347 LESTER R. GOPP, Recorder

Number George L. Cole and Mary K. Cole, husband and wife

to

The Public

* DECLARATION OF PROTECTIVE COVENANTS 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

* 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 then record 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

4. No dwelling shall be permitted on any lot of less than 850 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:

W A Swainson

George L. Cole

Mary K Cole

The State of Wyoming)
County of Laramie) ss

On this 16th 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 16th day of August, A.D., 1962.

W A Swainson
Notary Public

My Commission expires: Jan 8 1966