



First American Title™

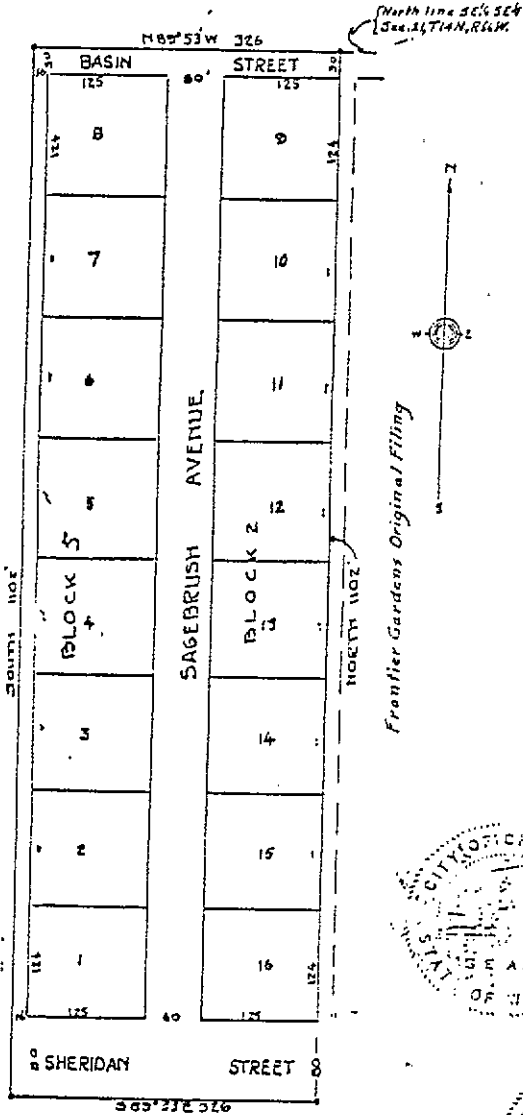
These documents are provided by First American Title as a courtesy to you. Should you have any questions regarding these documents, please contact your Realtor or a Real Estate Attorney.

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.

ENGINEER'S CERTIFICATE

The State of Wyoming,
County of Laramie, ss
I, T. M. Baldwin, of Cheyenne, Wyoming, hereby certify that this map was made from notes taken during an actual survey made under my direction in June 1955; that it shows accurately the location of all lots, blocks, streets and alleys as marked on the ground by iron pipe set of all lot corners, and that the land embraced in this subdivision is all that part of the SE 1/4 SEC 21, T. 14 N., R. 66 W., 6th P.M., Laramie County, Wyoming, containing 825 acres, more or less and being more particularly described as follows: Beginning at a point on the north line of SE 1/4 SEC 21, Section 21, a distance of 342 feet east of the east line of said Section 21; thence N89°33'W, along the north line of SE 1/4 SEC 21, a distance of 326 feet to a point; thence South parallel to the east line of said Section 21, a distance of 1102 feet to a point; thence S89°33'E, parallel to the north line of said Section 21, a distance of 326 feet to a point; thence North, parallel to the east line of said Section 21, a distance of 1102 feet to the point of beginning.

T. M. Baldwin
Engineer Wyo Reg. #18



DEDICATION

Know all men by these presents, that FRONTIER INVESTMENT COMPANY, a corporation organized in the State of Wyoming, C. F. YASLER, SOL ZUCKERMAN, SAM B. LEVINE and EUGENE R. WRIGHT, come in for simple of the land embraced in FRONTIER GARDENS, and hereby declare the subdivision of said land, as appears on this plat, to be the free act and deed and in accordance with its duties and does hereby dedicate to the use of the public forever all of the streets and alleys shown hereon.

Witness *H. W. Sorenson*
Witness *H. W. Sorenson*
Witness *H. W. Sorenson*
Witness *H. W. Sorenson*
Floyd L. Vos Co.
Ed. Foster
Ed. Zimmerman
Sam B. Levine
Eugene R. Wright

ACKNOWLEDGEMENT

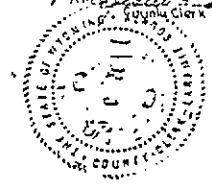
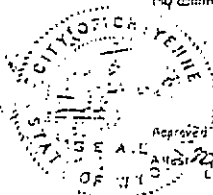
The State of Wyoming,
County of Laramie, ss
On this 27th day of June, A.D. 1955, before me a Notary Public in and for the State of Wyoming, personally appeared Floyd L. Vosler, C. F. Yasler, Sol Zuckerman, Sam B. Levine and Eugene R. Wright, to me known to be the persons described in and who executed 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 this 27th day and year first above written.
My commission expires Oct 4, 1958
H. W. Sorenson
Notary Public
Residing at *330 E. 1st Ave.*
Cheyenne, Wyo.

APPROVAL

Approved by the City Commission of the City of Cheyenne this 27th day of July, A.D. 1955.
Raymond D. Cornell
City Clerk
R. H. Christensen
Mayor

Approved by the Board of County Commissioners of Laramie County, Wyoming this 27th day of July, A.D. 1955.
Raymond D. Cornell
County Clerk
Raymond D. Cornell
Chairman



FRONTIER GARDENS SECOND FILING
A PORTION OF SE 1/4 SEC 21,
T. 14 N., R. 66 W., 6th P.M.
LARAMIE COUNTY, WYO.
Scale 1"=100' JUNE 1955

The State of Wyoming,
County of Laramie, ss
This instrument was filed for record
this 27th day of July, A.D. 1955, at
Cheyenne, Wyoming, in the
County Clerk's Office, and this recorded in
Book _____, page _____
John P. Sorenson
County Clerk & Ex-Officio Register of Deeds



717509



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 plan 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. Vostler and C. F. Vostler, 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 plan 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 (SE¹/₄) 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 (SE¹/₄) 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 850 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.

Vertical text on the left margin, possibly a recording stamp or reference number, including the words "RECORDED" and "INDEXED".



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, 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 D. 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.



601-461

Frontier Development Company,
a Partnership

DECLARATION OF PROTECTIVE
COVENANTS

in re

Dated Sept. 14, 1956

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

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 including a provision
limitation of description 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).

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 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.

* * * * *

* * * * *

Number 46 George L. Cole and
Mary K. Cole

to

601-580 The Public

* RATIFICATION OF DECLARATION
* OF PROTECTIVE COVENANTS AND
* AMENDMENT
*
* Recorded October 10, 1956
* at 2:05 P.M.

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.



620-289
Frontier Development Co.,
a partnership, et al,
to
The Public

* ADOPTION AND AMENDMENT OF
* PROTECTIVE COVENANTS
*
* Recorded August 12, 1957
* at 4:23 P.M.
*

Recites:

KNOW ALL MEN BY THESE PRESENTS, that we, the under-
signed, 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
620-284, 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.

