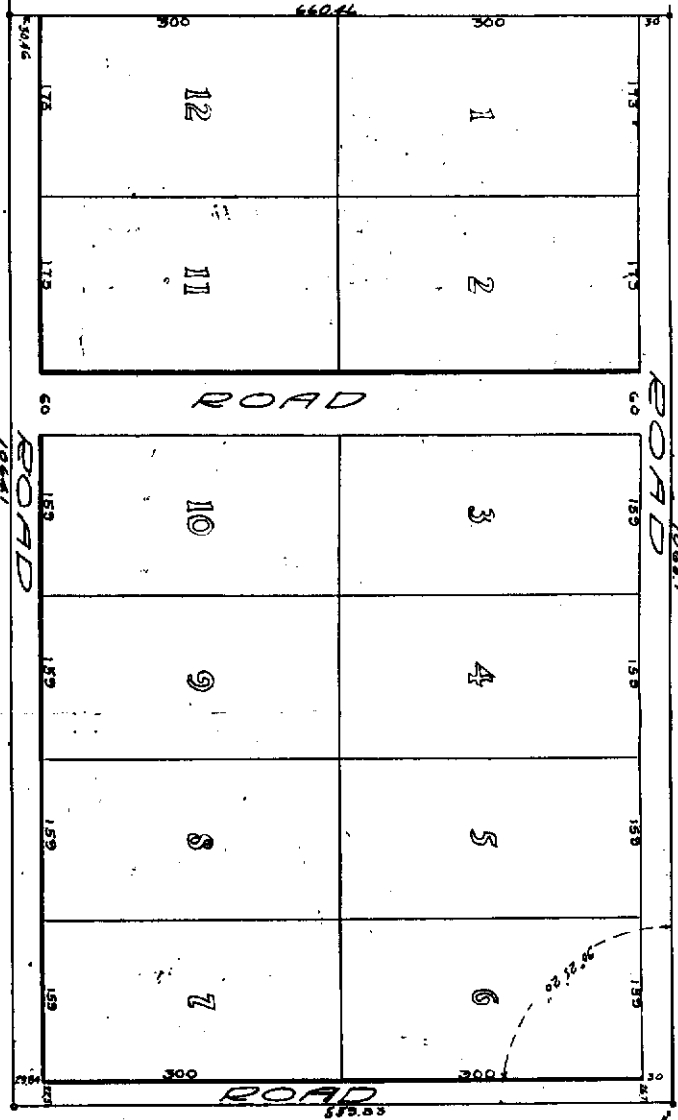




First American Title™

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Book NY 4
 Section 19
 T14N, R66W

EX WHEELER'S CERTIFICATE

State of Wyoming,
 County of Laramie.
 I, H. Wheeler, a Notary Public, do hereby certify that this map of BRINER TRACTS was made from notes taken during an actual survey made under my direction in July 1936 and that it correctly represents the 12 lots as marked on the ground by stakes set out on the N. East E. Section 19, T14N, R66W, G 22 PM, Laramie County, Wyoming, excepting five acres here-to-fore conveyed to J. Bell by warranty deed dated January 26, 1922 and filed for record at 11:20 AM, July 27, 1928 and recorded in Book 287, Page 493 in the office of the County Clerk and Ex-Officio Notary Public for Laramie County, Wyoming.

H. Wheeler
 Notary Public

297350

6/9/36

ACKNOWLEDGEMENT

State of Wyoming,
 County of Laramie.
 I, hereby certify that on this 6th day of June AD 1936 before me a Notary Public in and for the State of Wyoming, personally appeared the following persons, to-wit: *John W. Briner, Sr. and Mrs. Briner*, known to be the individuals described in and who executed the within and foregoing deed, and voluntarily set out and signed the same for the purpose therein mentioned, and acknowledged the same to witness whereof I have hereunto set my hand and official seal of my office this day and year first above written.

John W. Briner, Sr.
 Notary Public

BRINER TRACTS
 LARAMIE COUNTY WYOMING
 Scale 1:100
 May 1936

DEDICATION
 It is hereby declared that the above described land is dedicated to the use of the public forever.

John W. Briner, Sr.
 Notary Public

*These Covenants
are un-recorded*

STATE OF WYOMING)
) SS:
COUNTY OF LARAMIE)

DECLARATION OF PROTECTIVE COVENANTS

Lots 1 thru 8 Block 1
Lots 1 thru 6 Block 2
Lots 1 thru 9 Block 3
Lots 1 thru 4 Block 4

GMS SUBDIVISION

a Replat of Tracts 5, 8, and 9 Briney Tracts, Lots 12 thru 14 and a portion of Lot 15, Block Two, Evergreen Estates Second Filing; and a portion of the vacated Shoshoni Street R/W, all in Lot 2, Section 19, T.14N. R.66W. of the 6th P.M., City of Cheyenne, Laramie County, Wyoming.

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned, GMS Subdivision developers, being the owners in fee simple, does here by make this Declaration of Protective Covenants applicable to all the described property.

1. A perimeter drain system sufficient to satisfy the Engineer of the City of Cheyenne will be required for each home to be built.
2. No xeriscape landscaping, desert landscaping, gravel, etc, will be permitted on any lot of this subdivision.
3. The exterior colors on any adjoining building may not be altered unless a majority of the owners of said building agree to change paint or roof colors. All roof and exterior colors must be the same on all adjoining buildings.
4. There will be no front yard fencing allowed on any lot in this subdivision. A 6-foot privacy fence shall be installed on all rear yard lots.
5. 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.
6. Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence or on-the-front driveway or on any parking area between the front building line of any residence and the street for a period of more than 24 hours at any one time or as a repeated matter of practice.
7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that no more than two dogs, cats and other household pets may be kept.

8. 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 thirty years from the date these covenants are recorded. These covenants may be changed or amended by the property owners provided a majority of the owners agree to change said covenants in whole or in part.

9. In the event that any person shall violate any of these covenants, it shall be lawful for any owner of any lot or lots in the area to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages; and in addition, to recover attorney's fees required in the proceedings either to enjoin violation or for the recovery of the damages.

10. Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

GMS SUBDIVISION

by James T. Martin Member

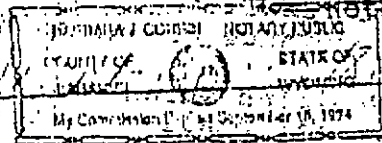
by M. J. Gertsch Member

by Larry E. Seltz Member

STATE OF WYOMING)
)SS:
COUNTY OF LARAMIE)

The foregoing DECLARATION OF PROTECTIVE COVENANTS on
GMS SUBDIVISION, was acknowledged before me by James T. Martin,
M. J. Gertsch, and Larry E. Seltz, this 17th day of April
1992. WITNESS MY HAND AND OFFICIAL SEAL.

[Signature]
Notary Public



My Commission Expires: