



First American Title™

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DEDICATION

AND ALL PERSONS BY THESE PRESENTS THAT G.C.I., Inc., a Wyoming Corporation,...

Commissioner of the H&M/18 corner of said Section 15, being monumented by a found 2" aluminum cap stamped "MAY 11 1955"...

G.C.I., Inc., a Wyoming Corporation

Attest: My Office City of Cheyenne

APPROVALS

Approved by the City of Cheyenne - Wyoming County Regional Planning Commission...

Attested by the City Clerk of the City of Cheyenne, Wyoming, this 19th day of June, 1988.

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CERTIFICATE OF SURVEYOR

I, Dale A. Eck, Registered Professional Land Surveyor in the State of Wyoming, hereby certify that the plat of GCI SUBDIVISION...

GCI SUBDIVISION

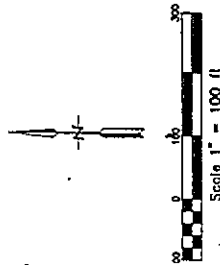
A SUBDIVISION OF

A PORTION OF THE NEVADIA SECTION 15, T.14N., R. 66W. LARAMIE COUNTY, WYOMING.

PREPARED APRIL, 1988

STEEL SURVEYING SERVICES, L.L.C. PROFESSIONAL LAND SURVEYORS

103 S. 800 E. 10th STREET, P.O. BOX 500, CHEYENNE, WYOMING 82003-0500



ACKNOWLEDGEMENT

STATE OF WYOMING COUNTY OF LARAMIE City of Cheyenne

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LEGEND

- Found 1/2" aluminum cap stamped with 1/2" diameter
- Found 2" aluminum cap stamped with 2" diameter
- Found 1/4" aluminum cap stamped with 1/4" diameter

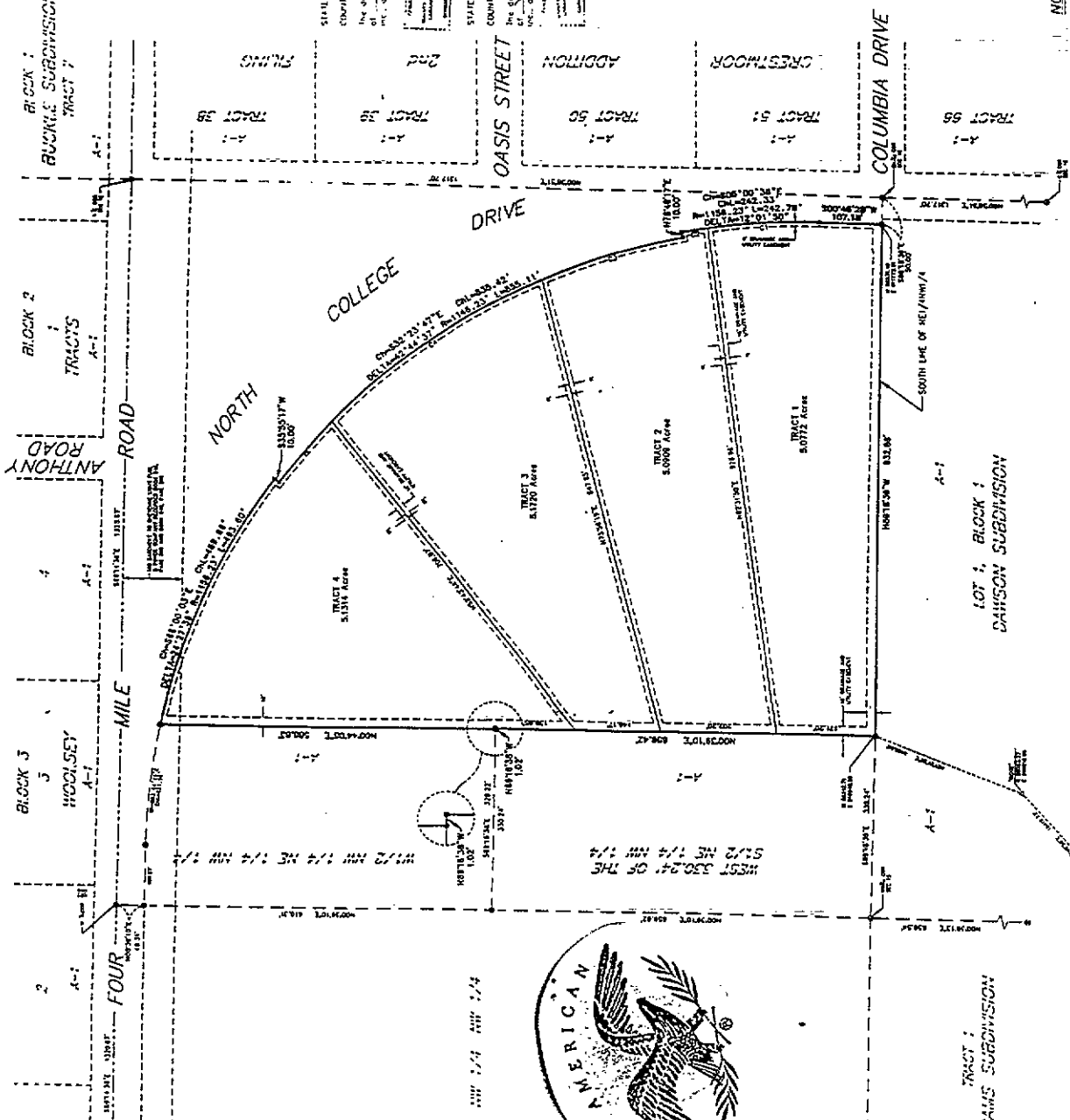


NOTES

- 1) Block of Block 1, City of Cheyenne, Wyoming, 1984, references from station 2, page 204, G.C.I. Books
- 2) All used courses are monumented with 1/2" dia., 2" dia., 1" dia. 3/8" diameter monuments.
- 3) Contingent sale for College Drive right-of-way recorded in Book 475 at Page 105.
- 4) Utilities are shown as estimated from 1984 City-County Health Dept. records, Cheyenne, Wyoming.
- 5) All lot permits to be processed from Wyoming State Engineers Office, Cheyenne, Wyoming.
- 6) Steel permits to be obtained from the City-County Health Dept., Cheyenne, Wyoming.

CURVE TABLE with columns: NUMBER, DELTA, CHORD, RADIUS, ARC LENGTH, CHORD LENGTH

NO PROPOSED DOMESTIC WATER SOURCE NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM FIRE PROTECTION TO BE PROVIDED BY FIRE DISTRICT No. 2





This instrument filed for record by First American Title as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

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).

COPY TO ASSESSOR
193979
LARAMIE COUNTY CLERK
CHEYENNE, WY.
'96 NOV 25 PM 4 18

DECLARATION OF PROTECTIVE COVENANTS

THIS INDENTURE AND DECLARATION OF covenants running with the land (hereinafter referred to as "COVENANTS"), made this 25th day of October, 1996, by GCI, Inc. a Wyoming corporation, hereby declare and impose against and upon all of that real property situated in the County of Laramie, State of Wyoming, described as follows:

GCI Subdivision, WE 1/4, NW 1/4, Section 15, T 14N, R 66W of the 6th PM, Laramie County, Wyoming.

These COVENANTS being for the purpose of now designating and creating them against and upon the Real Property and each and every subsequent portion thereof, as a servitude in favor of, and for the rights and benefits of, the Real Property and each and every subsequent portion thereof, as the dominant tenement or tenements, to bind and insure to the rights and benefits of DECLARANTS and all subsequent purchasers and owners of any interest in the Real Property and any subsequent portion thereof, and the legal representatives, heirs, successors, and assigns of any portion; these COVENANTS to attach to and pass with each and every portion of said Real Property and to be and have the force and effect to covenants running with the land, so that as to any of said Real Property with respect to which a violation of these COVENANTS may occur, these COVENANTS may be enforced against the then owner or holder of any of the said Real Property or any subsequent portion thereof, shall be, and is, expressly made subject, which are accepted by each grantee of DECLARANTS by acceptance of a deed incorporating this Declaration by reference, which shall apply to and be binding upon the parties to such conveyance, their heirs, devisees, legatees, executors,



administrators, successors and assigns, and which do, and shall, inure to and pass with each and every portion of said Real Property thereof, are the following to wit:

1. LAND USE AND BUILDING TYPE: 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. Out buildings up to 6,000 sq. ft. will be allowed. No temporary out building or wind break will be permitted. All structures on said lots shall be of new construction and no building shall be moved from any other location on to any of said lots. Construction of primary residence to be completed by GCI, Inc. and construction must start within 120 days of lot purchase.
2. ARCHITECTURAL CONTROL: No primary dwelling or out 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.
3. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
4. SLOPE CONTROL AREAS:
 - a) Each grantee of a lot in said tract agrees for himself, his heirs, assigns, or successors in interest that he will permit free access by owners of adjacent or adjoining lots to slopes or drainage ways located on his property which



-3-

effect said adjacent or adjoining lots, when such access is essential for the maintenance of the permanent stabilization on said slopes, or maintenance of the drainage facilities for the protection and use of property other than the lot on which the slope or drainage way is located.

b) Each grantee of a lot in said tract agrees for himself and his assignees that he will not in any way interfere with the established drainage pattern over his lot from adjoining or other lots in said tract, or that he will make adequate provisions for proper drainage in the event it is necessary to change the established drainage over his lot. For the purposes hereof, 'Established' drainage is defined as the drainage which occurred at the time the overall grading of said tract, was completed by the undersigned grantor.

5. NUISANCE: 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. No satellite dish will be permitted in front of the rear building line.

6. TEMPORARY STRUCTURES: No structures of a temporary character, trailer, basement, tent, shack, garage, barn, mobile home, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

7. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one subdivision name sign at this subdivision entrance, one sign of



8

not more than 5 square feet advertising the property for sale or rent. During construction, builder may place signs at his discretion.

8. VEHICLES: No parking of trailers, trailer-campers, buses, motor homes, bus-campers, boats or other large vehicles shall be permitted on the street in front of a residence or in a parking area between the front building line and the street. No boats, trailers, automobiles, trucks, buses or any other type of motor vehicle in a non-corporate condition are to be parked, jacked-up, blocked-up, worked on, or to remain in a non-operative condition on the street in front of a residence or parking area between the front building line and the street for a period of more than 24 hours at any one time or as a repeated matter of practice.

9. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that three dogs, three cats, and three horses per household may be kept, provided that they are not kept, bred or maintained for any commercial purposes. All horse barns, corrals and/or pens of any type, shall be kept in a reasonably clean manner.

10. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No hay or other materials shall be stored outside.



11. FENCING: Fencing shall consist of redwood, cedar or other materials generally sold for and considered as good and substantial fence products and fencing shall be erected in a proper workmanship manner to provide stability and non-objective appearance. Fencing shall be approved by the Architectural Control Committee. No fence shall be higher than 6 feet.

ARCHITECTURAL CONTROL

1. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP: The Architectural Control Committee is composed of Gerry Guetzkow and Cynthia Moore, P.O. Box 2129, Cheyenne, WY 82003. 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 member 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, following twenty years after the date these covenants are recorded, 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 powers and duties.
2. PROCEDURE: 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



-6-

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.

GENERAL PROVISIONS

1. TERM: 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 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.
2. ENFORCEMENT: 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.
3. AMENDMENTS: At any time, after total build out of the subdivision, the majority owners of lots having completed residences built upon them shall have the power through a duly recorded written instrument to change any restriction, condition, covenants or reservation set forth herein and/or to change the membership of the Architectural Control Committee or to withdraw from the committee or restore to it any of its powers and duties.
4. SEVERABILITY: 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.

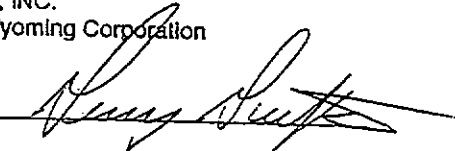
BOOK 1438

1331



IN WITNESS WHEREOF the undersigned have affixed their signatures.

GCI, INC.
A Wyoming Corporation

by: 

STATE OF WYOMING)
) ss
COUNTY OF LARAMIE)

On this 25th day of November, 1996, personally appeared before me, Renee Larson, a Notary Public, in and for said County and State, Gerry Guetzkow, known to me to be the person herein described and who executed the foregoing instrument, who acknowledged to me that he executed the same, freely and voluntarily and for the users and purposes therein mentioned.

Witness my hand and official seal:


NOTARY PUBLIC

My Commission Expires: _____

