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THE STATE OF WYOMING)
) SS
COUNTY OF LARAMIE) MAY 30 1985
RECORDED) AT 1:59 O'CLOCK P.M.
Reception 792554) JANE C. WOLTERHEAD, Recorder

MEADOWBROOKE ASSOCIATES

TO THE PUBLIC:

DATE: May 21, 1985



DECLARATION OF PROTECTIVE COVENANTS

The undersigned, being the owner in fee simple of the following described property situate in Laramie County, Wyoming, to wit:

Lot 1, Block 5

Meadowbrooke Park Subdivision, situated in the North One-Half of the North One-Half of Section 29, T. 14N, R. 66W, of the 6th P.M., Laramie County, Wyoming

does hereby make this Declaration of Protective Covenants applicable to all of the described property.

1. Land Use
The use of said lands, as platted, shall be restricted to business and commercial use. No industrial or manufacturing uses will be permitted as a principal use.
2. Building Height
The Architectural Control Committee reserves the right to limit building height when, in its opinion, the overall esthetics of the site would be adversely affected.
3. Structure Quality
All improvements shall be constructed of good and suitable material and of first class workmanship.
4. Easements:
All easements for the installation and maintenance of the utilities and drainage facilities are reserved and shown on the plat. All such utilities shall be underground. No building or other structure shall be constructed, erected or placed upon any easement reserved for utilities, except fences. The easement area in each lot and all improvements in it shall be maintained continuously by the owner of the lot, except improvements for which a public authority or utility company is responsible.
5. Architectural Restrictions
Structures may be constructed of wood frame, concrete block, precast concrete, metal or other approved materials. In all cases, building design shall include provisions for features which will enhance the appearance of the structure.

Concrete block structures shall include decorative trim; concrete block shall be fully painted or finished. Precast concrete structures shall include a decorative design cast with the panels.

Metal and wood frame structures shall include decorative trim; all faces of the structure shall be fully painted or finished.

All paint and finish colors shall be subdued; no bright or garish colors will be permitted; earth tones are preferred.

BOOK 1214

1060



The Architectural Control Committee shall review each building plan to determine the adequacy of the design to meet the architectural restrictions. When, in the opinion of the Committee, the design is inadequate to meet the restrictions the design shall be revised as required by the Committee. No construction may proceed until the building plan meets the requirements of the Committee in writing.

6. Fences

No fences will be permitted within the front setback area of any lot. Fences which may be constructed shall be of the screening type, which may be constructed of wood or masonry. Fences other than cedar or redwood shall be painted a compatible color to the accompanying structure or building. No chain link fences are permitted adjacent to street areas.

7. Signs

The following types and sizes of business identification signs are permitted:

A. Ground, free-standing sign - Also known as a monument sign. A single building may have one ground sign which meets the following criteria:

- Total sign area..... 50 sq.ft.
- Maximum height above finished ground elevation..... 7 feet
- Maximum width..... 10 feet

B. Wall sign - In addition to the above, a single business may have one wall identification sign which meets the following criteria:

- Total sign area..... 30 sq.ft.
- Maximum height..... 5 feet
- Maximum width..... 8 feet
- Maximum height and width of individual letters where mounted separately.... 2 feet
- Maximum length of sign where individual letters mounted separately..... 20 feet

C. Signs may be internally illuminated, or illuminated by spot lights; spot lights must be shielded to prevent glare.

The following types of signs are not allowed:

- a) Flashing signs.
- b) Revolving beacon signs
- c) Neon signs
- d) Trailer-mounted and other temporary signs, except as provided in section 'D' below.
- e) Banners (applies to exterior banners only)
- f) Roof-top signs (Mansard style is not considered to be a roof)

D. Permitted temporary signs are restricted to single sign of not more than 4 x 8 feet advertising the property for sale or rent, or advertising the property and/or builder during construction.

8. Landscaping

Landscaping is required to be installed on each building site in conjunction with the construction of the principal structure. Landscaping shall include ground cover, shrubs and trees in sufficient quantity, in the opinion of the Architectural Control Committee, to create an esthetically pleasing site. The landscaping plan shall also be sufficient to meet the City of Cheyenne requirements for on-site landscaping and boulevard esthetics.

9. Driveways and Parking
Driveway access to streets will be restricted to limit the total number of driveways. Joint use of driveways and parking areas will be encouraged as site plans are developed. The Architectural Review Committee may request such joint use as a prerequisite to approval of individual site plans.
10. Building Locations
No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 10 feet to any side lot line; lots which are adjacent to Dell Range Boulevard shall maintain a setback of 40 feet from the Dell Range property line. A combination of one or more lots may be used as a building site. In that event, front and side lot setbacks apply to the full site; buildings may be built to the side lot line if fire walls are provided, or if multi-lot use is planned. No building shall be located nearer than 20 feet to the rear lot line.
11. Submittals
Each building plan shall be submitted to the Architectural Control Committee for review and approval prior to the start of construction. Submittals shall include building elevations and materials, building location on site plan, finished lot elevation and grades, exterior color scheme, and landscaping plans. The Committee will review each plan to ensure conformance with the architectural restrictions.
12. Nuisances
No noxious or offensive activity shall be conducted upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Occupancy conditions may be considered to be a nuisance to adjacent property owners resulting from activities of burning, noise, vermin, health hazards, pollution, odors, undesirable animals or their maintenance and insect pests developing as a condition because of the nature of maintenance or care of the property.
13. Garbage and Refuse Disposal
No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment for storage and disposal of such material shall be maintained in a clean and sanitary condition. Removal of such refuse from the premises shall be accomplished at intervals of not less than once each week. No individual water supply system or sewage waste disposal system shall be permitted on any lot.
14. Maintenance of Surface
Earth or gravel shall not be removed from the surface of the premises except for improvement or levelling on the tract involved. Landfill shall be earth only and shall not include trash, refuse, junk, construction debris or similar materials. Stable conditions of the soil and vegetation shall not be destructively destroyed or disturbed nor shall the surface drainage patterns be changed except in a fully engineered manner which will provide adequate recognition of soil conservation requirements. All damage to soil and vegetation shall be immediately restored to a stable condition.
15. Temporary Structures
No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time, either temporarily or permanently, except that during the period of construction of a permanent structure on the premises, there may be erected temporary facilities. Such facilities shall be limited to a single period of six months beginning with the first day of erection, on-site location, or the exterior storage of materials to be utilized for permanent facility construction and at the expiration of such six-month period there shall be a final removal and cleanup of all such temporary facilities. The Architectural Control Committee may approve the extended use of temporary structures if construction of a structure continues for longer than six months.



16. Parking and Non-Operative Vehicles and Facilities

Parking of trailer-campers, truck-campers, bus-campers and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 72 hours when parked on the street or a parking area between the front building line and the street.

The parking of boats and trailers on the street or on any parking area between the front building line of a structure and a street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use.

Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street or on any parking area between the front building line of any structure and the street for a period of more than 24 hours at any one time or as a repeated matter of practice.

17. Animals and Poultry

Commercial animal husbandry shall not be practiced in any form. Any domestic animals and household pets owned by occupants or owners of any portions of said lands, shall be kept confined within owned or occupied premises. Any animals kept as part of a pet store or veterinary clinic shall be confined within a building. Such animals shall not create a noise or other nuisance.

18. Commencement of Construction

Construction will begin within 12 months after deed has been given or deposit is given whichever comes first. This time can be extended twelve months if just cause can be shown to the Architectural Control Committee for their approval.

19. 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 thirty 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.

20. Enforcement

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 or the Architectural Control Committee to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, and in addition, to recover from the party so violating such protective covenants reasonable attorney's fees required in the proceedings either to enjoin violation or for the recovery of the damages.

21. Architectural Control Committee

The Architectural Control Committee is composed of the following persons: Francis Ferguson, Leona C. Ferguson and E. Robert Adams. 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. None of the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. Following the initial sale of all lots of the subdivision covered by these covenants, 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.



22. Procedure

The Committee's approval or disapproval as required in these covenants shall be in writing.

23. Severability

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 effect.

DATED this 21st day of May, 1985.



MEADOWBROOKE ASSOCIATES

By: _____

Francis Ferguson
Managing Partner

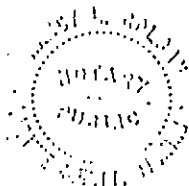
STATE OF WYOMING)
COUNTY OF LARAMIE) SS

On this 21st day of May, 1985, before me appeared Francis Ferguson, to me personally known, who did say that he is the Managing Partner of Meadowbrooke Associates, and that said instrument was signed and sealed on behalf of said Partnership, and said Francis Ferguson, acknowledged the execution of said instrument to be the free act and deed of said Partnership.

Given under my hand and notarial seal this 21st day of May, 1985.

Harold L. Collier
Notary Public

My Commission expires December 21, 1988



RECORDED JUN 18 1985 AT 5:59 OCTOBER 2 11
Reception # 224891 JUANET C. WILKINSON, Recorder

THE STATE OF WYOMING }
COUNTY OF LARAMIE } SS

MEADOWBROOKE ASSOCIATES

TO THE PUBLIC: DATE: June 18, 1985,

DECLARATION OF PROTECTIVE COVENANTS

The undersigned, being the owner in fee simple of the following described property situate in Laramie County, Wyoming, to wit:

LOT 1, BLOCK 5

Meadowbrooke Park Subdivision, situated in the North One-Half of the North One-Half of Section 29, T. 14N, R. 66W, of the 6th P.M., Laramie County, Wyoming

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3. Structure Quality
All improvements shall be constructed of good and suitable material and of first class workmanship.
4. Easements:
All easements for the installation and maintenance of the utilities and drainage facilities are reserved and shown on the plat. All such utilities shall be underground. No building or other structure shall be constructed, erected or placed upon any easement reserved for utilities, except fences. The easement area in each lot and all improvements in it shall be maintained continuously by the owner of the lot, except improvements for which a public authority or utility company is responsible.
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Maximum height and width of individual
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Driveway access to streets will be restricted to limit the total number of driveways. Joint use of driveways and parking areas will be encouraged as site plans are developed. The Architectural Review Committee may request such joint use as a prerequisite to approval of individual site plans.
10. Building Locations
No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 10 feet to any side lot line; lots which are adjacent to Dell Range Boulevard shall maintain a setback of 40 feet from the Dell Range property line, except for Lot 1, Block 2; Lot 12, Block 4; and Lot 1, Block 5; which shall maintain setback requirements in compliance with City Code. These covenants supersede all prior recordings on the aforementioned lots. A combination of one or more lots may be used as a building site. In that event, front and side lot setbacks apply to the full site; buildings may be built to the side lot line if fire walls are provided, or if multi-lot use is planned. No building shall be located nearer than 20 feet to the rear lot line.
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Each building plan shall be submitted to the Architectural Control Committee for review and approval prior to the start of construction. Submittals shall include building elevations and materials, building location on site plan, finished lot elevation and grades, exterior color scheme, and landscaping plans. The Committee will review each plan to ensure conformance with the architectural restrictions.
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No noxious or offensive activity shall be conducted upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Occupancy conditions may be considered to be a nuisance to adjacent property owners resulting from activities of burning, noise, vermin, health hazards, pollution, odors, undesirable animals or their maintenance and insect pests developing as a condition because of the nature of maintenance or care of the property.
13. Garbage and Refuse Disposal
No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment for storage and disposal of such material shall be maintained in a clean and sanitary condition. Removal of such refuse from the premises shall be accomplished at intervals of not less than once each week. No individual water supply system or sewage waste disposal system shall be permitted on any lot.
14. Maintenance of Surface
Earth or gravel shall not be removed from the surface of the premises except for improvement or levelling on the tract involved. Landfill shall be earth only and shall not include trash, refuse, junk, construction debris or similar materials. Stable conditions of the soil and vegetation shall not be destructively destroyed or disturbed nor shall the surface drainage patterns be changed except in a fully engineered manner which will provide adequate recognition of soil conservation requirements. All damage to soil and vegetation shall be immediately restored to a stable condition.
15. Temporary Structures
No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time, either temporarily or permanently, except that during the period of construction of a permanent structure on the premises, there may be erected temporary facilities. Such facilities shall be limited to a single period of six months beginning with the first day of erection, on-site location, or the exterior storage of materials to be utilized for permanent facility construction and at the expiration of such six-month period there shall be a final removal and cleanup of all such temporary facilities. The Architectural Control Committee may approve the extended use of temporary structures if construction of a structure continues for longer than six months.





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- The parking of boats and trailers on the street or on any parking area between the front building line of a structure and a street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use.
- Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street or on any parking area between the front building line of any structure and the street for a period of more than 24 hours at any one time or as a repeated matter of practice.
17. Animals and Poultry
Commercial animal husbandry shall not be practiced in any form. Any domestic animals and household pets owned by occupants or owners of any portions of said lands, shall be kept confined within owned or occupied premises. Any animals kept as part of a pet store or veterinary clinic shall be confined within a building. Such animals shall not create a noise or other nuisance.
18. Commencement of Construction
Construction will begin within 12 months after deed has been given or deposit is given whichever comes first. This time can be extended twelve months if just cause can be shown to the Architectural Control Committee for their approval.
19. 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 thirty 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.
20. Enforcement
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 or the Architectural Control Committee to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, and in addition, to recover from the party so violating such protective covenants reasonable attorney's fees required in the proceedings either to enjoin violation or for the recovery of the damages.
21. Architectural Control Committee
The Architectural Control Committee is composed of the following persons: Francis Ferguson, Leona C. Ferguson and E. Robert Adams. 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. None of the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. Following the initial sale of all lots of the subdivision covered by these covenants, 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.

22. Procedure
The Committee's approval or disapproval as required in these covenants shall be in writing.
23. Severability
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 effect.

DATED this 18th day of June 1985.



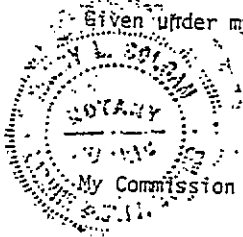
MEADOWBROOKE ASSOCIATES

By: [Signature]
Francis Ferguson
Managing Partner

STATE OF WYOMING)
COUNTY OF LARAMIE) SS

On this 18th day of June, 1985, before me appeared Francis Ferguson, to me personally known, who did say that he is the Managing Partner of Meadowbrooke Associates, and that said instrument was signed and sealed on behalf of said Partnership, and said Francis Ferguson, acknowledged the execution of said instrument to be the free act and deed of said Partnership.

Given under my hand and notarial seal this 18th day of June, 1985.



[Signature]
Nancy L. Colgan
Notary Public

My Commission expires December 21, 1988

RECEIVED
LARAMIE COUNTY
CHEYENNE, WY.

B

'94 JUN 6 PM 4 29
144050

EXHIBIT B

TO REAL PROPERTY PURCHASE AGREEMENT

AFTER RECORDING, RETURN TO:

Pepsi Co Real Estate
17901 Von Karman Avenue
Irvine CA 92714
Attention: Law Department-Real Estate
Site No. 06-0938

(Above for Recorder's Use Only)

DECLARATION OF RESTRICTIVE COVENANT

WHEREAS, under the Real Property Purchase Agreement dated this 16 day of May, 1994, (the "Agreement"), Borin-Rinne, L.L.C., ("Seller") agreed to sell to Taco Bell Corp., a California corporation (Buyer"), the real property described in Exhibit "A" (the "Property"); and

WHEREAS, the Agreement states that Seller shall restrict the real property leased or owned by Seller and located within one (1) mile of the exterior boundary of the Property, all of which is described on Exhibit "B" (the "Restricted Property");

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller covenants as follows:

1. No part of the Restricted Property will be used for the sale of prepared Mexican food.
2. The Restricted Property will not be used in any manner which interferes with access to the Property or the visibility from streets adjacent to the Property of Buyer's improvements on the Property, including Buyer's building and signs.
3. These foregoing restrictions are for the benefit of Buyer and run with the Property and the Restricted property, and are for the benefit of and binding upon all successive owners and occupants of the property and the Restricted Property.
4. This instrument shall be recorded in each county or parish in which the Property and the Restricted Property are located and shall expire automatically upon the expiration twenty years from the date set forth above. Exhibits A and B are incorporated herein by this reference.
5. Failure to comply with any of the foregoing restrictions be grounds for relief which may include, without limitation, an action to recover damages, injunctive relief or any combination thereof.

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Restrictive Covenant as of the date set forth below.

Steven M. Borin
Lawyer

EXHIBIT "A"

LOT 1, BLOCK 1, B & R SUBDIVISION, BEING A REPLAT OF LOTS 1 & 2,
BLOCK 5 AND A PORTION OF LOTS 3, R AND 5, MEADOWBROOKE PARK, CITY
OF CHEYENNE, LARAMIE COUNTY, WYOMING

BOOK 1376

0197

B

EXHIBIT "B"

LOT 12, BLOCK 4, MEADOWBROOKE PARK, CITY OF CHEYENNE, LARAMIE
COUNTY, WYOMING

BOOK 1376

0198