DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by BARNARD REALTY COMPANY, a partnership ("Declarant"). WITNESSETH:

THAT WHEREAS, Declarant is the owner of the below specifically described real property (the "Properties") in the City of Casper, Natrona County, State of Wyoming, included within Eastgate, an Addition thereto and which is more particularly described as:

Lots 25 through 57 of Block 14 of Eastgate,
an addition to the City of Casper, Natrona County, State of Wyoming, and the Common Area appurtenant thereto as shown on the plat and dedication thereof ("plat") recorded in the office of the County Clerk of Natrona County, Wyoming, in Book 264 of Deeds at Page 226.

NOW THEREFORE, Declarant hereby makes, publishes and declares that all of the specific properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of insuring that use and development of the Properties is for exclusive single-family residential purposes only and protecting the value, attractiveness and desirability of, and which shall run with the properties and shall be binding on all parties having any rights, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Block 14 Association of Eastgate, Inc., a non-profit Wyoming corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any numbered Lot which is a part of the Properties, or the contract Buyer from such Owner, but excluding those having only security interests therein.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
Section 4. "Common Area" refers to all real property owned by the Association for the common use and enjoyment of the owners and appears on the recorded plat of the Properties as all of the land therein other than the numbered Lots and the dedicated public ways shown on the plat. The Common Area to be owned by the Association at the time of the conveyance of the first Lot and which shall be conveyed by the Declarant to the Association prior to the sale of the first Lot, by contract or otherwise, is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

Section 5. "Lot" shall mean and refer to any numbered tract of land shown upon any recorded plat of the Properties.

Section 6. "Declarant" shall mean and refer to Barnard Realty Company, its successors and assigns.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Each Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association by its Board of Directors to charge reasonable fees for the use and maintenance of the Common Area and of recreational facilities, if any, situated upon the Common Area;

(b) the right of the Association to suspend the voting rights of, and right to use the Common Area and recreational facilities thereon, if any, by an Owner for any period during which any assessment against such Owner's Lot remains unpaid, and for a period of not to exceed 60 days for any infraction of the Association's published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless a resolution approving the same shall have been adopted by three-fourths (3/4) of each class of members who cast votes in person or by proxy at a meeting duly called for such purpose, including consent from mortgagees, if any.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his right or enjoyment to the Common Area and facilities to the members of his family, his tenants, invitees or guests, or any contract purchaser who resides on the property being purchased.
ARTICLE III
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and its contractor grantee and shall be entitled to one vote for each Lot owned. Whenever more than one person owns an interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as the Owners of the Lot may determine, but in no event shall more than one vote be cast for any Lot.

Class B. The Class B member shall be the Declarant and its contractor grantee and Declarant and its contractor grantee shall be entitled to three (3) votes for each Lot owned by it. The Class B membership shall cease and be converted to Class A membership (i.e., one vote for each Lot owned) on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 1988.

in the event additional Lots and Common Area are annexed to the Properties, as below provided for, the Declarant shall be entitled to Class B membership with respect to each such Lot, subject to conversion to Class A membership in accordance with subparagraphs (a) and (b) above.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot and any such Owner's heirs, successors or assigns, by acceptance of a deed to any Lot or by execution of a contract to purchase the same, whether or not it shall be so expressed in such deed contract, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment became due and payable. The personal obligation for delinquent assessments shall not pass to Owner's
successors in title unless expressly assumed by them, but the lien thereof shall in any event remain as a charge against the Lot, the transfer of such Lot notwithstanding.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and recreational facilities therein, if any.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Eighty and no/100 Dollars ($180.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 8% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 8% by a vote of two-thirds of each class of members voting in person or by proxy at a meeting duly called for such purpose.

(c) The Board of Directors of the Association shall fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members voting in person or by proxy at a meeting duly called for such purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 1 (a) of Article II, or Sections 3 or 4 of this Article shall be sent to all members not less than 10 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both
annual and special assessments must be fixed at a uniform rate, except as hereinafter provided, for all lots and may be collected on a monthly basis or such other basis as may be determined by the Board of Directors of the Association; provided, however, that the assessment for all lots (including those annexed to the Properties as below provided) owned by Declarant shall be fixed at no more than one-third (1/3) of the assessment rate for other Lots.

Section 7. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein may commence as to all lots on the first day of the month following the date of conveyance of the Common Area to the Association and shall commence upon completion of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period (which unless changed by the Board of Directors shall be the calendar year); provided, however, failure of the Board to fix an assessment within the time provided therefor shall not preclude the Board from thereafter fixing an assessment for the annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto at least thirty (30) days prior to the due date, which shall be established by the Board of Directors. The Association shall, upon request of the Owner or a person authorized by the Owner, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments:

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may at its option bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot subject to the delinquent assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by the Owner's abandonment of the Lot.

Section 9. Subordination of the Lien to Mortgages.

The Lien of the assessments provided for herein shall be subordinate to the Lien of any first mortgage and the sale of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such foreclosure and sale shall, however, relieve any subsequent Owner of any Lot so foreclosed upon and sole from liability for any assessments on such Lot thereafter becoming due or relieve the Lot from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL
No building, fence, wall or other structure or improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography, and compliance with the restrictive covenants herein contained, by the Board of Directors of the Association, or by an architectural committee composed of three (3) representatives appointed by the Board. The Board, or its designated committee, must approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it. Provided, however, that this Article shall not apply to unit plans A-H, as approved by the City Council, City of Casper, Wyoming.

ARTICLE VI
GENERAL RESTRICTIVE COVENANTS

Section 1. General Use Restrictions - Lots. Each numbered Lot shall be used exclusively for single-family residential purposes.

Section 2. General Use Restrictions - Common Areas. The Common Area described in Section 4 of Article I hereof shall be developed and improved as a private park and greenbelt for the exclusive use and enjoyment of the members of the Association, subject to the provisions of Section 2 of Article II hereof. As between the members of the Association, each shall have a common and equal right to the use, benefit and enjoyment of the Common Area. Eastgate Owners Association owns a storage area which may be rented by Owners living on the Properties to store vehicles, boats, trailers, and similar conveyances and mobile equipment not permitted by provisions of the Articles to be parked in the streets, and private driveways of the area. The rental for storage purposes will be determined by the directors of the Eastgate Owners Association.

Section 3. Prohibited Activities:
(a) Except that any residence constructed on any Lot may be leased by the Owner thereof for rental income purposes, no business, commercial, or manufacturing enterprise, or any enterprise of any kind or nature, or religious undertaking or activity, whether or not conducted for a profit, shall be operated, maintained, or conducted on any Lot or in any part of the Common Area of the Properties, or on any improvement erected or placed therein, nor shall any residence, or any part thereof, be used as a boarding or rooming house, nor shall any mining or quarrying operations or operations for drilling of any oil or gas well be conducted or permitted in the Properties, nor shall any signs, billboards or advertising devices, except as hereinafter provided, be erected, placed or permitted to remain on the Properties, provided, however, that one "For Rent" or "For Sale" sign, which shall be no larger than six (6) square
foot, shall be permitted on the street-side of any Lot, and
one entrance gate sign identifying the owner or occupant of
the Lot, of a style and design as approved in accordance
with Article V hereof shall be permitted; otherwise, no
advertising signs, billboards, unsightly objects, or nuis-
ances shall be erected, altered, or permitted on any Lot or
Common Area.

(b) No vehicles, trailers or other means of land
or water transport, conveyance or mobile housing, wheeled or
otherwise or of any kind or nature, shall be parked in the
public streets situate adjacent to the Properties, and the
private driveways serving each Lot shall be used only for
the parking of cars and one pickup truck-camper not larger
than the now (as of the date hereof) standard American
manufactured car or three-quarter ton pickup truck-camper.
All other vehicles, trailers, conveyances, means of trans-
port or mobile housing and mobile or motive equipment of
every kind or nature may be stored in the Eastgate Owners'
Association storage area shown on the plat, or other storage
facilities outside the Addition.

(c) No animals, livestock or poultry shall be
raised, kept or bred on the Properties, except that the
Owner of any Lot may keep within the confines thereof
(including the patio appurtenant thereto) not more than one
dog or one cat, provided that such animals are not kept,
bred or maintained for any commercial purpose.

(d) No noxious or offensive activity of any kind,
including specifically activities productive of noise,
odors, or other objectionable manifestations, as determined
by the Board of Directors of the Association, shall be
conducted or permitted on any of the Lots or Common Area nor
shall anything be done which may be or become an annoyance
or nuisance to those owning Lots.

(e) Other than the landscaping of the Common
Area, and the planting thereof with grasses, shrubbery,
trees and flowers and the construction or installation of
recreational and related facilities, including a clubhouse
and/or swimming pool, if any, no major structures or build-
ings shall be placed, installed or constructed upon the
Common Area by the Association. The clubhouse and/or swim-
mimg pool shall not be erected or installed except upon the
affirmative vote of two-thirds of both classes of Association
members voting in accordance with Article III hereof; and
with particular respect to the storm drain easement and
Flood Channel shown on the plat of Eastgate Addition, which
traverses a Common Area which may be annexed to the Proper-
ties at some future time by Declarant in accordance with the
subsequent provisions hereof, no permanent structures shall
be permitted within the Flood Channel which are not related
to the control of waters therein. No employment of the
Common Area, or any lands subsequently annexed hereto as a
Common Area, shall be permitted which may be inconsistent
with the use thereof as a greenbelt and private park and
recreational area for the members of the Association, and
their delegates as above provided in Article II hereof.
(f) No exterior clothes lines shall be permitted on any Lot or easement appurtenant thereto, or in the Common Area, and no garments, rugs, or other material shall be hung or suspended from any window of any structure or from the facade of any such structure, nor shall any rugs or other materials be dusted from any window of any structure nor shall any rug or like materials be cleaned by beating the same on any exterior part of any such residential structure.

(g) No radio or television aerial or antenna shall be permitted on the exterior of any structure or upon any easement appurtenant to any Lot.

(h) The Board of Directors of the Association is specifically empowered to enact or enforce such additional rules and regulations, by bylaws or otherwise, as may implement any of the above stated restrictions or to supplement the same by additional restrictions not inconsistent with the foregoing and reasonably intended to further the purposes intended to be served by the foregoing specific restrictions.

ARTICLE VII
EXTERIOR MAINTENANCE

It is contemplated that the Owners' Association will provide maintenance only on the Common Area. However, if, by a two-thirds majority vote of owners, the directors of the Owners' Association desire to provide exterior maintenance upon the residential structures for painting, repair of the exterior building surfaces, including roofs, gutters, downspouts, driveways, and other exterior improvements a special fee will be levied against those units (or owners) who desire to obtain this service.

ARTICLE VIII
INSURANCE

Section 1. Association's Insurance. The Association shall purchase insurance to cover the following: (1) public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association; (2) such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

Section 2. Premiums. Premiums upon insurance policies purchased for the Association shall be paid by the Association as a common expense, as provided in Article IV "Covenant for Maintenance Assessments" of the Declaration.

ARTICLE IX
GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this instrument. Failure by the Declarant, Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one
of these covenants or restrictions by final judgment of any court shall in no wise affect any other provisions hereof, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Properties for a term of fifty (50) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by an affirmative vote of its majority of Class A Association members at the end of the first fifty year period or at the end of any ten year extension period. This instrument may be amended by an affirmative vote of two-thirds of both classes of Association members (if any Class B members exist at the time) voting in accordance with Article III hereto.

Section 4. Annexation. Additional land in that part of the Addition described on the plat thereof as Blocks 14 and 15 in accordance with a replat of Block 12 of said Addition, with such Lot and common areas as Declarant shall determine, or any part thereof, may from time to time be annexed to the Properties by Declarant without the consent of any member of the Association by filing an appropriate instrument declaring such annexation and subjecting the annexed area to the terms of this instrument.

Section 5. Initial Common Area Landscaping. The Common Area described in Section 4 of Article I hereof, and any Common Area hereafter annexed to the Properties shall be initially landscaped and planted with grass, trees and shrubbery at the sole cost of Declarant, but Declarant shall not be required to landscape any part of the Common Area not immediately adjacent to improved Lots.

Section 6. Common Area Not Public. The Common Area is not a public area, but it is strictly for the use of Association members, and their delegates as hereinabove defined, as a park, recreation area and greenbelt for the exclusive enjoyment of such members and delegates, and nothing in this instrument contained shall in any manner be construed as dedicating any part of the Common Area to the public or for public use, or further use by any other person or persons or entity or entities except those charged with the maintenance and repair of any utility services, or storm sewers in easements for such service facilities or storm sewers as may be located in the Properties and shown on the plat thereof, and then only for the purpose of maintaining and repairing the same.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 23rd day of April, 1975.

BARNARD REALTY COMPANY

By: William N. Barnard
General Partner
STATE OF WYOMING )
COUNTY OF NATROA ) SS.

The above and foregoing instrument was acknowledged
before me by WILLIAM N. BARNARD , a general partner
of BARNARD REALTY COMPANY, this 23rd day of April, 1976.

Witness my hand and official seal.

SEAL

Barbara W. Walker
Notary Public

My Commission Expires:

October 8, 1979
DESCRIPTION:

Block 14, Eastgate
Common Area Open Space

A Parcel identified as "Common Area", Lots 25 to 57, Inclusive, Block 14, "Eastgate", an Addition to the City of Casper, Natrona County, Wyoming, and being more particularly described by metes and bounds as follows:

Beginning at the northwesterly corner of said Parcel, which point also marks the northwesterly corner of Lot 37 of said Block 14 and is located in the south line of East Eighth Street in said Addition;

Thence from said Point of Beginning and northwest corner of said Parcel, along the northerly line thereof and south line of said Street, N.89°24'55"W., 69.41 feet to a point of curve; thence continuing along the southerly line of said Eighth Street and the arc of a true curve to the left, having a radius of 251.30 feet and through a central angle of 13°23'09", easterly 58.71 feet to the northeast corner of said Parcel and the northwest corner of said Lot 57, Block 14; thence leaving said East Eighth Street, S.54°34'W., 34.35 feet to a point; thence along the easterly line of said Parcel, S.10°35'W., 52.28 feet to an angle point; thence S.43°51'30"E., 112.22 feet to the most southerly corner of Lot 55, Block 14 and a point in the northwesterly line of Dorset, a street in said Addition; thence along the northwesterly line of said Dorset and the arc of a true curve to the left, having a radius of 235.00 feet and through a central angle of 7°18'52", southwesterly 30.00 feet to a point and most easterly corner of Lot 54, Block 14; thence along the northeasterly line of said Lot 54, N.43°51'30"W., 105.34 feet to the most northerly corner of Lot 54; thence along the southeasterly line of said "Common Area" and back line of Lots 54 to 47, Inclusive, S.34°22'W., 436.53 feet to a point in the northeasterly line of Dorset; thence along the northeasterly line of Dorset, N.55°38'W., 66.73 feet to a point of curve; thence continuing along the northeasterly line of said Dorset and the arc of a true curve to the left, having a radius of 365.00 feet and through a central angle of 1°20'58", northwesterly 8.59 feet to a point and southeasterly corner of Lot 46 of said Block 14; thence leaving said Dorset and along the westerly line of said "Common Area", N.28°00'00"E., 217.77 feet to an angle point; thence N.32°00'00"E., 46.00 feet to a point and most easterly corner of Lot 39, Block 14; thence along the northwesterly line of said Lot 39, N.58°00'00"W., 69.93 feet to a point; thence along the arc of a true curve to the left, having a radius of 40.00 feet and through a central angle of 23°08'18", northerly 16.15 feet to a point and southwest corner of Lot 38, Block 14; thence along the northwesterly line of said Lot 38, S.58°00'00"E., 71.09 feet to the southeasterly corner thereof; thence along the westerly line of said "Common Area" and easterly line of Lots 38 and 37, Block 14, N.32°00'00"E., 190.32 feet to the Point of Beginning and containing 1.218 acres, more or less.

Said "Common Area" is subject to such reservations as are set forth by the Plat of said Lots 25 to 57, Inclusive, Block 14, "Eastgate", and all stipulations set forth by the accompanying Covenants.