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STAFFORD SQUARE HOMEOWNERS ASSOCIATION

NATRONA CO. CLERK WY
MARY ANN COLLINS
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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**
(Revised September 9, 2002)

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THIS DECLARATION, made on the date hereinafter set forth by the STAFFORD SQUARE HOME OWNERS ASSOCIATION as amendments to the Declaration of Covenants, Conditions and Restrictions of the BARNARD DEVELOPMENT CORPORATION, a Wyoming Corporation.

WITNESSETH:

THAT WHEREAS, The Declaration of Covenants, Conditions and Restrictions of the BARNARD DEVELOPMENT CORPORATION 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 6 through 30 inclusive of a replat of Lots 1, 2, 3, 4 and a portion of Lot 5 of Stafford Square, an Addition to the City of Casper, Natrona County, State of Wyoming, as shown on the plat and dedication thereof ("plat") recorded in the office of the County Clerk of Natrona County, Wyoming;

Shall and hereafter be known as The Declaration of Covenants, Conditions and Restrictions of the STAFFORD SQUARE HOMEOWNERS ASSOCIATION.

NOW THEREFORE, Association hereby makes, publishes and declares that lots when sold 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 right, 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 Stafford Square Owners Association, 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.

Bill Bernard

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Section 4. "Lot" shall mean and refer to any numbered tract of land shown upon any recorded plat of the Properties. .

ARTICLE II

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Association, 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, shall be deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The monthly 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, health, safety, and welfare of the residents in the Properties, for snow removal on walks and driveways, mowing and maintenance of all yards outside of fenced patio areas, maintenance of sprinkler systems and drains, and any other activities adopted by the Homeowner's Association.

Section 3. Monthly Assessment

(a) The Board of Directors of the Association shall fix the monthly assessment

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for extraordinary expenses or such other purposes as may be presented, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members voting in person or by proxy at a meeting duly called for such purpose. Exterior maintenance of individual properties may be controlled by the Homeowner's Association at the Association's discretion, at the expense of each lot owner.

Section 5. Uniform Rate of Assessment. Both monthly 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.

Section 6. Opt Out Provision Homeowner and Association Member of a lot in the Stafford Square Subdivision in Natrona County, WY and by virtue of said ownership is a member of the Homeowners Association and subject to monthly assessments and special assessments as provided in this Declaration of Covenants, Conditions and Restrictions recorded against the Stafford Square Subdivision, Natrona County WY.

(a.) The homeowner and Homeowners Association have agreed upon the terms and conditions whereby homeowners may undertake personally some of the obligations provided for in this Declaration of Covenants, Conditions and Restrictions and also the cost of such services on the terms and conditions set forth in this section.

(b.) Homeowner may agree to undertake personally any snow removal on sidewalk and driveway, mowing and maintenance of all yards outside of fenced patio areas, maintenance of sprinkler systems and drain and exterior maintenance of homeowners property within the boundry of homeowners lot. Homeowner will acknowledge that pursuant to the Declaration of Covenants, Conditions and Restrictions, the responsibility for these services rests with the Homeowners Association.

(c.) Homeowner's Association may agree that the homeowner may undertake these services personally and Homeowner will agree to hold harmless the Association for performing these services during the term of the Opt-Out Agreement.

(d.) A monthly assessment in consideration for the homeowners agreement to undertake these services will be determined by the Board of Directors of the Association. This monthly assessment shall be utilized by the Association for general administrative costs and expenses, maintenance and repair of retaining walls not associated with services undertaken by the homeowner.

(e.) Homeowner will agree to perform or have the services performed in conformity with the services being performed by the Association. In the event the homeowner does not perform the services in accordance with this agreement, the Homeowners Association or designated representative shall give notice to the homeowner. The homeowner shall have (10) ten days to comply with the notice. If homeowner does not in a timely fashion perform the services after notice, the Association shall have the option to perform the services and bill the homeowner directly for all costs associated with performing such actions and services.

(f.) Homeowner must acknowledge this agreement is a variance from the terms and conditions of the Declaration of Covenants, Conditions and Restrictions and ratifies and confirms all terms and conditions of the Declarations of Restrictions, Conditions and Restrictions.

(g.) Any homeowner agreeing to the Opt-Out Provision Agreement will agree that the provision may be begun or terminated by either party upon (30) thirty days written notice to the other at the beginning of the Association fiscal year except for new homeowners.

Section 7. Date of Commencement of Monthly Assessments: Due Dates. The monthly assessments provided for herein may commence as to all Lots on the first day of the month following the date of the conveyance of the deed to home owner. The first monthly assessment shall be adjusted according to the number of days remaining in the month. The Board of Directors shall fix the amount of the monthly assessment against each Lot at least thirty (30) days in advance of each monthly assessment period (which unless changed by the Board of Directors shall be the fiscal 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 monthly assessment period. Written notice of the monthly 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 one and one-half percent (1 1/2%) per month. 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 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 sold from liability for any assessments on such Lot thereafter becoming due or relieve the Lot from the lien thereof.

ARTICLE III

ARCHITECTURAL CONTROL

Section 1. Structures and Improvements. 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 by 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.

Section 2. Landscaping. No landscaping shall be performed, subsequent to the original construction landscaping, until the plans and specifications of the same shall have been submitted to and approved in writing by the Directors of the Association, or by an Architectural Committee as provided above. The Board or its designated committee must approve or disapprove such landscaping within thirty (30) days after said plans and specifications have been submitted to it. The Board or its designated committee shall have the authority to establish conditions, including additional assessments, on any extraordinary landscape plan.

ARTICLE IV

GENERAL RESTRICTIVE COVENANTS

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

Section 2. 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 feet, 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 nuisances 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. RV and travel type vehicles may be parked for not more than 72 hours for the purpose of loading and unloading. All other vehicles, trailers, conveyances, means of transport or mobile housing and mobile or motive equipment of every kind or nature must be stored off site or outside said subdivision.

(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 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 possible planting thereof with grasses, shrubbery, trees and the construction or installation of drainage facilities, no major structures or buildings shall be placed, installed or constructed upon the Common Area by the Association or Members.

(f) No exterior clothes lines shall be permitted on any Lot or easement appurtenant thereto except within fenced areas and no garments, rugs, or other material shall be hung or suspended from any window of any structure nor shall any rug or like material be cleaned by beating the same on any exterior part of any such residential structure.

(g) No radio or television dish except digital TV dishes which must not exceed 22" in diameter or aerial antennas shall be permitted on the exterior of any structure or upon any easement appurtenant to any Lot.

(g) 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 V

EXTERIOR MAINTENANCE

It is contemplated that the Owner's Association may provide maintenance on the Common Area and exterior maintenance upon the residential structures at its discretion for painting, repair of the exterior building surfaces, including roofs, gutters, downspouts, driveways, and other exterior improvements if needed for which a special fee will be levied against those units (or owners) for this service. The Association may at its discretion exercise the right and obligation to maintain, repair and set all time clocks and meters for the sprinkler systems located on properties.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any other Owner, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges nor or hereafter imposed by the provisions of this instrument. Failure by the 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 thirty (30) 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 thirty (30) year period or at the end of any ten (10) year extended period. This instrument may be amended by an affirmative vote of two-thirds (2/3) of Association members voting in accordance with the Association's By-Laws as amended.

Dated this 17th day of September 2002



President

Stafford Square Homeowners Association



Vice President

Stafford Square Homeowners Association

THE STATE OF WYOMING }
 }ss.
County of NATRONA }

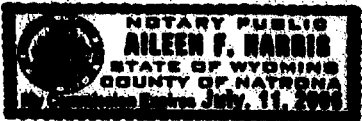
On this 17th day of September, 2002, before me personally
appeared Russell K. Farrow
_____ to me personally known, who,

being by me duly sworn, did say that he is the PRESIDENT of STAFFORD SQUARE
HOMEOWNERS ASSOCIATION and that said instrument was signed and sealed on
behalf of said corporation by authority of its Board of Directors and said
Russell K. Farrow acknowledged said instrument to be the free act and
deed of said corporation.

My commission expires on this 11th day of July, A.D. 2006

Given under my hand and notarial seal this 17th day of September

A.D., 2002:



Aileen F. Harris
Notary Public