DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by

BARNARD DEVELOPMENT CORPORATION, a Wyoming Corporation.

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 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, in Book ______ of Deeds at Page ______.

INSTRUMENT NO. 496012 and 514869

NOW THEREFORE, Declarant 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.

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

Section 5. "Declarant" shall mean and refer to Barnard Development Corporation, its successors and assigns.

ARTICLE II

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 grantees and shall be entitled to one vote for each Lot owned. When 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 grantees and Declarant and its contractor grantees 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 12/31/95

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. Even though the Declarant and its contractor grantee are voting members of the Association, nothing contained herein shall be construed to subject the property owned by the Declarant and its contractor grantee to these covenants until such time as any lot has a house constructed upon it.

ARTICLE III

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, 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. Maximum Monthly Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment shall be One Hundred and no/100's Dollars ($100.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment may be increased each year not more than 10% above the maximum monthly 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 monthly assessment may be increased by 10% or more by a vote of two-thirds (2/3) 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 monthly assessment at an amount not in excess of the maximum.

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 each class of members voting in person or by proxy at a meeting duly called for such purpose. Exterior maintenance of individual properties will be controlled by the Homeowner's Association at the expense of each lot owner.

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 the 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 monthly and
special assessments must be fixed at a uniform rate 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.

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 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 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 IV

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. Provided, however, that this Article shall not apply to the model home.

Section 2. Landscaping. No landscaping shall be performed 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 and Architectural Committee as provided above. The Board or its designated committee must approve or disapprove such landscaping within thirty 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 V

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 of 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. 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. With respect to the storm drain easement and Flood Channel shown on the plat of Stafford Square, which traverses a lot area, no permanent structures shall be permitted within the Flood Channel which are not related to the control of waters therein.

(f) No exterior clothes lines shall be permitted on any Lot or easement appurtenant thereto, 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 or aerial 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 VI

EXTERIOR MAINTENANCE

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

ARTICLE VII

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 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 "Covenants for Maintenance Assessments" of the Declaration.
ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Déclarant, 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 Déclarant, 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 both classes of Association members (if any Class B members exist at the time) voting in accordance with Article III hereof.

Section 4. Annexation. Additional land in that part of East Gate II Addition described on the plat thereof as Block 18 and Westerly 5 acres of Block 17, with such Blocks and Common Areas as Déclarant shall determine, or any part thereof, may from time to time be annexed to the Properties by Déclarant without the consent of any member of the Association by filing and appropriate instrument declaring such annexation and subjecting the annexed area to the terms of this instrument.

Section 5. Vacation. It is the intention of the Déclarant to subject lots to these covenants, conditions and restrictions only at the time of sale. The covenants shall not apply to any of the
described property above until so subjected by Warranty Deed. Declarant shall have the right without the consent of any member of the association to release these covenants, conditions and restrictions on any portions of the herein described property not sold to third-parties.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 27th day of July, 1992.

BARNARD DEVELOPMENT CORPORATION

By: [Signature]

STATE OF WYOMING )
COUNTY OF NATRONA ) ss.

The above and foregoing instrument was acknowledged before me by H.N. BARNARD, President of BARNARD DEVELOPMENT CORPORATION, this 2nd day of December, 1994.

Given under my hand and official seal.

[Signature]

Notary Public