

INSTRUMENT NO.

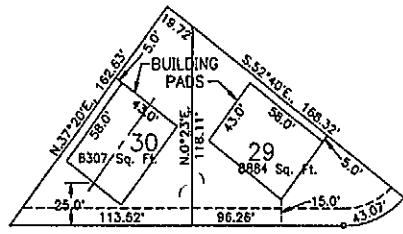
'92 OCT 16 PM 1 21 COUNTY OF NATRONA, WYO. HARRY ANN COLLINS CLERK

A REPLAT OF LOTS 1, 2, 3, 4 & A PORTION OF LOT 5, STAFFORD SQUARE AN ADDITION TO THE CITY OF CASPER, WYOMING AS "LOTS 8 THROUGH 30 & TRACT "B", STAFFORD SQUARE" AN ADDITION TO THE CITY OF CASPER, WYOMING

A SUBDIVISION OF PORTIONS OF THE SW1/4SE1/4 & SE1/4SW1/4, SECTION 12 TOWNSHIP 33 NORTH, RANGE 79 WEST SIXTH PRINCIPAL MERIDIAN NATRONA COUNTY, WYOMING SCALE: 1"=80'

RECORDED Oct 16 1992 AT 1:21 PM INSTRUMENT NO. 514869 NATRONA COUNTY CLERK HARRY ANN COLLINS

CURVE DATA table with columns CURVE, DELTA, RADIUS, ARC. Rows 1-14.



LOT 29 & 30 BUILDING RESTRICTIONS 1"=50'

CERTIFICATE OF DEDICATION

THE W.N. BARNARD LIMITED PARTNERSHIP AND THE R.M. BARNARD LIMITED PARTNERSHIP, hereby certify that they are the owners and proprietors of the foregoing replat of all of Lots 1, 2, 3, 4 and a portion of Lot 5, Stafford Square, an Addition to the City of Casper, Wyoming, a subdivision of portions of the SW1/4SE1/4 and SE1/4SW1/4, Section 12, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at a point in the southerly line of said Stafford Square and also the 1/4 corner common to Sections 12 and 13 of said Township; thence along the southerly line of said Parcel and Stafford Square, N.89°57'07"W., 576.45 feet to the southwesterly corner of said Parcel and Stafford Square and a point in the easterly line of Wyoming Boulevard; thence along the westerly line of said Parcel and the easterly line of said Wyoming Boulevard, N.37°20'E., 882.00 feet to the most northerly corner of said Parcel and also a point in the southerly line of East 12th Street; thence along the northerly line of said Parcel and Stafford Square and the southerly line of said East 12th Street, S.52°40'E., 60.00 feet to a point of tangency; thence along the arc of a true curve to the right, having a radius of 238.29 feet and through a central angle of 20°10', southeasterly, 83.87 feet to a point of tangency; thence S.32°30"E., 60.10 feet to a point of curve; thence along the arc of a true curve to the left, having a radius of 840.00 feet and through a central angle of 20°10', southeasterly, 285.66 feet to a point of tangency; thence S.52°40'E., 120.11 feet to the northeasterly corner of said Parcel and the northwesterly corner of Tract "B" and Lot 6, Stafford Square; thence along the easterly line of said Parcel and the westerly line of said Tract "B" and Lot 6, Stafford Square, S.37°20"W., 120.00 feet to a point and southwesterly corner of said Lot 6, Stafford Square; thence along the northerly line of said Parcel and the southerly line of said Lots 6 and 7, Stafford Square, S.52°40'E., 155.00 feet to the most easterly corner of said Parcel and a point in the easterly line of said Stafford Square; thence along the easterly line of said Parcel and said Stafford Square, S.41°00"W., 101.95 feet to the southeasterly corner of said Parcel and Stafford Square; thence along the southerly line of said Parcel and Stafford Square, N.89°37"W., 373.03 feet to the Point of Beginning and containing 8.884 acres, more or less.

The replat and subdivision of the foregoing described lands as appears on this plat is with the free consent and in accordance with the desires of the above named owners and proprietors of said lands; the name of said replat and subdivision shall be known as "A REPLAT OF LOTS 1, 2, 3, 4 AND A PORTION OF LOT 5, STAFFORD SQUARE AS LOTS 8 THROUGH 30 AND TRACT "B", STAFFORD SQUARE" an Addition to the City of Casper, Wyoming. All streets as shown hereon are hereby dedicated to the use of the public and all easements are hereby reserved for purposes of construction, operation and maintenance of utilities as needed for the proper development of said subdivision.

THE W.N. BARNARD LIMITED PARTNERSHIP AND THE R.M. BARNARD LIMITED PARTNERSHIP 145 South Durbin Street Casper, Wyoming 82501

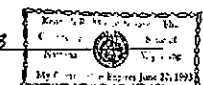
Robert N. Barnard

William N. Barnard

ACKNOWLEDGEMENT

STATE OF WYOMING } ss COUNTY OF NATRONA } ss The foregoing instrument was acknowledged before me by Robert N. Barnard and William N. Barnard this 27th day of July, 1992. Witness my hand and notarial seal.

My commission expires: JUNE 20, 1993



Kenneth R. Moore

APPROVED: Community Planning Commission of Casper, Wyoming this 25 day of August, 1992 and forwarded to the City Council of Casper, Wyoming with recommendation that said plat be approved:

J. Charles Harris

Commission Chairman

APPROVED: City Council of the City of Casper, Wyoming by Resolution No. 92-208, duly passed, adopted and approved on the 6th day of October, 1992.

Attest: Calvin A. O'Leary

Mayor

INSPECTED AND APPROVED on the 6th day of September, 1992

City Engineer

File for Record in the Office of the County Clerk of Natrona County, Wyoming this day of 1992

Maya Collins

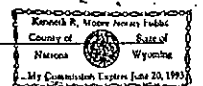
CERTIFICATE OF SURVEYOR

STATE OF WYOMING } ss COUNTY OF NATRONA } ss I, Bradley H. Clow of Casper, Wyoming hereby state that this plat was prepared from notes taken during actual field surveys made by me and by others under my direct supervision during the period of August, 1980 to July, 1992 and that this plat correctly represents said surveys. All perimeter corners were monumented by brass caps as of the date of this plat and all dimensions are expressed in feet and decimals thereof and courses referred to the true meridian, all being true to the best of my knowledge and belief.

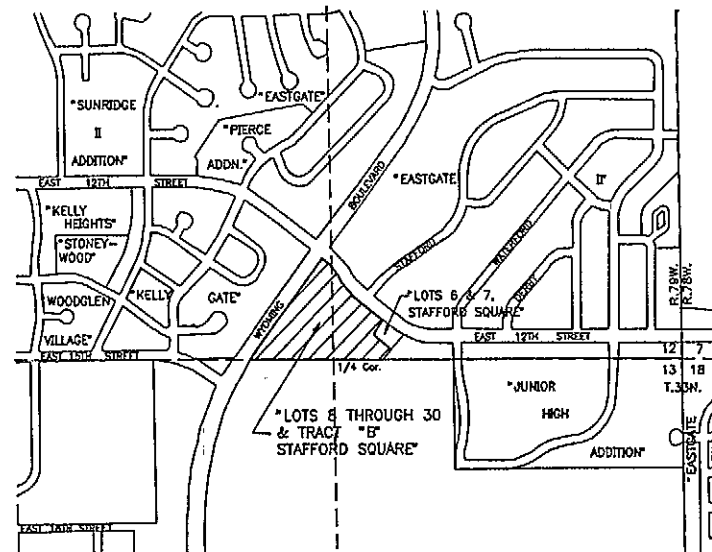
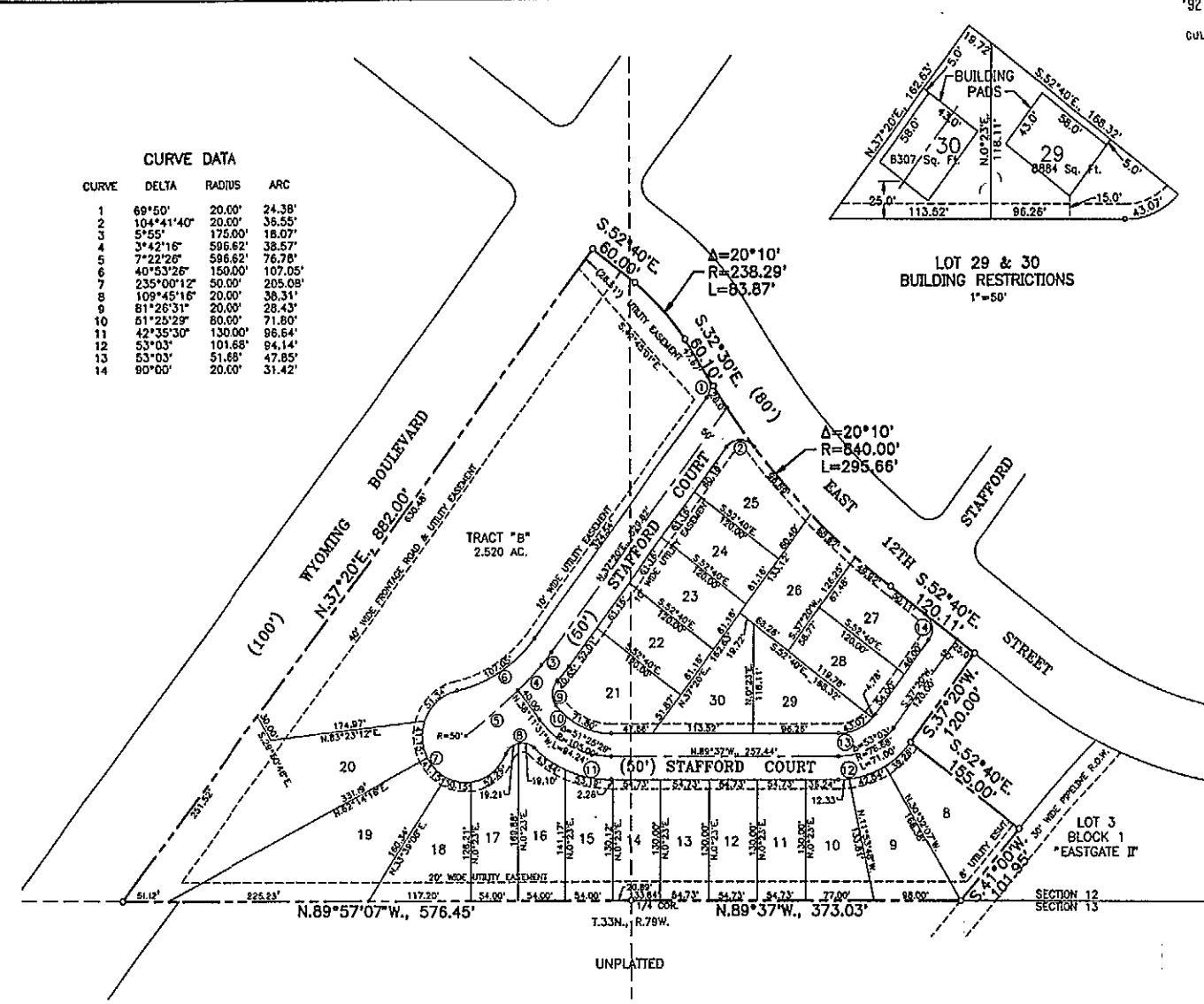
Bradley H. Clow

Subscribed in my presence and sworn to before me by Bradley H. Clow on this 27th day of July, 1992.

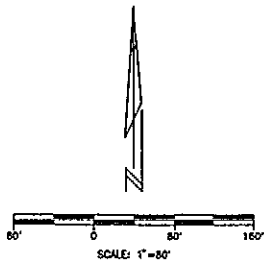
My commission expires: JUNE 20, 1993



Kenneth R. Moore



LOCATION & VICINITY MAP SCALE: 1"=600'



LEGEND: Brass Cap Corner, 5/8" Rebar w/ Al. Cap, Subdivision Boundary, Easement

Plot closure ratio: 1:426,679

Survey & Plat By: WORTHINGTON, LENHART and CARPENTER, INC. 632 South David Street Casper, Wyoming 82601 (307) 266-2524 W.O. No. 79510100 Date: July, 1992 Acad. Dep. REPLAT

NATRONA CO. CLERK, WY
MARY ANN COLLINS
RECORDED SR

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

'94 DEC 2 PM 2 20

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 NOS. 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.

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Restrictions indicating a preference, limitation or discrimination based on
race, color, religion, sex, handicap, familial status, or national origin are
hereby deleted to the extent such restrictions violate 42 USC 3604(c).

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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 grantee 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 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 12/31/96.

In the event additional Lots and Common Area are annexed to the Properties, as below provided for, the Declarant shall be entitled

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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

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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

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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

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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

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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 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

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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.

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(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.

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ARTICLE VIII

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 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 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 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 Declarant to subject lots to these covenants, conditions and restrictions only at the time of sale. The covenants shall not apply to any of the

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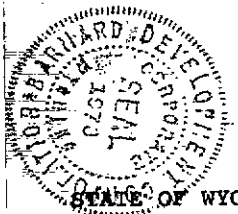
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described property above until so subjected by Warranty Deed.
Declarant shall have the right without the consent of any member of
the association to release these covenants, conditions and
restrictions on any portions of the herein described property not
sold to third-parties.

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



BARNARD DEVELOPMENT CORPORATION

By: W.N. Barnard

STATE OF WYOMING)
COUNTY OF NATRONA) SS.

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

Given under my hand and official seal.

JAMES M. COFFMAN - NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires Jan. 17, 1995

James M. Coffman
Notary Public

My Commission expires on the 17 day of JANUARY, 1995

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