

**AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF SUBURBAN GARDENS, BLOCKS 5-12 AND
WILD HOLLOW SUBDIVISION, LOTS 1-15.**

THIS DECLARATION made this 18th day of October, 2000, by John E. Rice & Sons, Inc., d.b.a. Wrench Ranch, hereinafter referred to as Declarants.

WITNESSETH:

WHEREAS, Declarants are the owners and developers of certain real property in Sheridan, Wyoming, which is described as Suburban Gardens, Blocks 5-12 and Wild Hollow Subdivision, Lots 1-15 and;

WHEREAS, the Declarants have placed certain covenants, conditions and restrictions on such property more particularly set forth in the **Declaration of Covenants, Conditions and Restrictions of Suburban Gardens, Blocks 5-12**, dated November 3, 1995 and duly recorded with the Clerk of Sheridan County on November 3, 1995 in Book 376 Page 388 Document No. 212279 and in the **Declaration of Covenants, Conditions and Restrictions of Wild Hollow Subdivision, Lots 1-15** dated February 26, 1996 and duly recorded with the Clerk of Sheridan on February 26, 1996 Book 378 Page 301 Document No. 220492.

WHEREAS, pursuant to the terms of the above described declaration of covenants, conditions, and restrictions, Declarants retained the right to unilaterally amend the Declaration of Covenants, Conditions and Restrictions at any time prior to the sale of 80% of the total lots/blocks within both Wild Hollow Subdivision, Lots 1-15 and Suburban Gardens Subdivision, Blocks 5-12. Declarants have not sold 80% of the total lot/blocks and, therefore, has the right to amend unilaterally these Covenants, Conditions and Restrictions.

WHEREAS, the Declarants amend the above described declaration of covenants, conditions, and restrictions as follows:

1. **Declaration of Covenants, Conditions, and Restrictions of Suburban Gardens, Blocks 5-12.**
 - a. Article I Paragraph 2 shall be amended to read:
- (2) All blocks/lots in the Subdivision shall be used for single family residential and recreational purposes. No manufacturing or

commercial enterprise of any kind for profit shall be maintained on, in front of, or in connection with the lands in this Subdivision, except the lands of this subdivision may be used for home occupations. A home occupation use is a use (1) clearly incidental to or secondary to the residential use of the dwelling on the property; (2) carried on within the dwelling by one or more occupants of the dwelling and does not employ anyone not residing in the dwelling; (3) does not display or create outside the dwelling and its exterior evidence of the operation of the home occupation; and (4) does not involve the operation of a store, the sale of merchandise, the keeping of stock in trade, the use of the premises for commercial camping, commercial recreation, commercial overnight parking, or the presence or visitations of clients and/or customers. This paragraph shall not be construed to prevent the parking of not more than two commercial automobiles or trucks which are used by the occupant of the dwelling provided that the automobiles or trucks are parked within an approved garage or outbuilding and that the parking of such complies with paragraph 29 of these Covenants, Conditions, and Restrictions.

2. **Declaration of Covenants, Conditions, and Restrictions of Wild Hollow Subdivision, Lots 1-15.**

a. Article I Paragraph 2 shall be amended to read:

- (2) All blocks/lots in the Subdivision shall be used for single family residential and recreational purposes. No manufacturing or commercial enterprise of any kind for profit shall be maintained on, in front of, or in connection with the lands in this Subdivision, except the lands of this subdivision may be used for home occupations. A home occupation use is a use (1) clearly incidental to or secondary to the residential use of the dwelling on the property; (2) carried on within the dwelling by one or more occupants of the dwelling and does not employ anyone not residing in the dwelling; (3) does not display or create outside the dwelling and its exterior evidence of the operation of the home occupation; and (4) does not involve the operation of a store, the sale of merchandise, the keeping of stock in trade, the use of the premises for commercial camping, commercial recreation, commercial overnight parking, or the presence or visitations of clients and/or customers. This paragraph shall not be construed to prevent the parking of not more than two commercial automobiles or trucks which are used by the occupant of the dwelling provided that the automobiles or trucks are parked within an approved garage or outbuilding and that the parking of such complies with paragraph 29 of these Covenants, Conditions, and Restrictions.

IN WITNESS WHEREOF, the Declarants have executed this Amendment of Declaration of Covenants, Conditions and Restrictions of Suburban Gardens, Blocks 5-12 and Wild Hollow Subdivision, Lots 1-15 this 18th day of October, 2000.

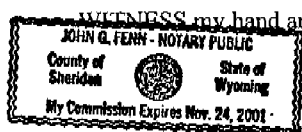
John E. Rice & Sons, Inc.
d.b.a. Wrench Ranch

By: [Signature]
President

By: James Jellis
Vice President

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 18th day of October, 2000,
by **NELTJE**, President, and **JAMES L. JELLIS**, Vice President, of **JOHN E. RICE & SONS,**
INC., d/b/a WRENCH RANCH.



[Signature]
Notary Public

My Commission expires: Nov. 24, 2001