

**FIRST AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF SUBURBAN GARDENS, BLOCKS 5-12**

This Amendment of Declaration of Covenants made this 26 day of February, 1996, by John E. Rice & Sons, Inc., d/b/a Wrench Ranch, representing eighty percent (80%) of the owners of Suburban Gardens, Blocks 5-12 hereinafter referred to as Declarant:

Whereas, Block 13 of Suburban Gardens has been resubdivided to subdivision known as Wild Hollow Subdivision as platted and recorded and;

Whereas, it is intended that one common governing Board of Directors be created for both the Suburban Gardens Subdivision, Blocks 5-12 and Wild Hollow Subdivision;

Now, therefore, the Declaration of Covenants, Conditions and Restrictions of Suburban Gardens, Blocks 5-12 as recorded November 3, 1995 are hereby amended as follows:

1. Paragraph 1 page 2 shall be amended to read:

All building erected on any subdivision block/lot shall be a detached single family dwelling with an attached 2 or more car garage and other outbuildings, fences, corrals, water impoundments, or other structures that may be approved by the Board of Directors. A single family residence shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garages of 2,000 square feet. One and one-half story structures shall be permitted with a ground floor area devoted to living purposes, exclusive of porches, terraces and garages of a minimum of 1,400 square feet and one-half story not to exceed 50% of the ground floor area. No building constructed or erected on any block/lot shall present a solid two story facade without a change in the roofline.

2. Paragraph 12 page 6 change "one hundred twenty (120) days" to "one hundred eighty (180) days".

3. Paragraph 16 page 7 add the following:

The Board in its discretion may approve metal roofs, however bright, shiny, metallic finishes will be disapproved.

4. Paragraph 22 page 8 amend last sentence to:

Such enclosure from view shall be approved by the board of Directors.

5. Paragraph 51 page 14 add the following sentence:

This paragraph shall not be construed to prevent Christmas lights from December 1 to January 10 of each Christmas season.

6. Paragraphs 31 and 32 page 10 shall be deleted and replaced with the

Following:

(31) No birds, dogs, cats, pets, poultry, rabbits, llamas, animals or livestock of any type shall be raised, bred, or kept for any commercial purpose on any block. Llamas, goats, swine, stallions, cattle, donkeys, bulls, sheep, ostrich, emu, poultry and rabbits are expressly forbidden and none shall be kept at any time on any block for any purpose except as provided in paragraph 32.

(32) Horses and/or mules may be kept and raised only for family use and enjoyment. All horses and/or mules shall be confined by a fence, corral or enclosure which is sufficient to restrain them. Two (2) horses or mules maximum shall be allowed on blocks 5, 6, and 7. On blocks 8, 9, 10, 11, and 12 a maximum of four animals shall be allowed either four (4) horses or four (4) mules or any combination therein. The raising of not more than two steer or heifer cattle for the limited purpose of 4-H projects or similar educational programs or for personal consumption by the owner shall be allowed on blocks 8, 9, 10, 11, and 12. However, any such cattle shall act to accordingly reduce the number of horses or mules allowed on the property.

7. Article II, paragraph 1, page 15 shall be deleted and replaced with the

Following:

The Board of Directors shall consist of the Declarants and an architect selected by the Declarants until such time eighty percent (80%) of the blocks/lots within both the Wild Hollow Subdivision and Suburban Gardens Subdivision Blocks 5-12 have been sold at which time the owners of said blocks/lots of both subdivisions shall elect a total of three (3) members to replace the Board. These members to serve one (1) year terms with elections to be held annually following the date of the first election. Upon the death or resignation of any block/lot owner on the board, the remaining members of the Board shall have the authority to designate a successor from the block/lot owners who shall remain on the board until the next election.

8. Article IV, paragraph 3, page 20 shall be deleted and replaced with the

Following:

The covenants and restrictions of this Declaration shall run with, and be binding upon, the land for a term of twenty (20) years from the date of this declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended at any time by an instrument signed by the owners of not less than eighty percent (80%) of the total lots within both the Wild Hollow Subdivision and Suburban Gardens Subdivision Blocks 5-12, excluding amendment by Declarants prior to the sale of eighty percent (80%) of the total lots which shall allow Declarants to unilaterally amend such and which shall be effective by the signature of the Declarants, and all such amendments shall be recorded in the office of the County Clerk of Sheridan County, Wyoming.

9. Article IV, page 20, add the following paragraph:

(5) These covenants are also for the benefit of Wild Hollow Subdivision and each owner of land therein and shall be enforceable as such.

IN WITNESS WHEREOF, the Declarants representing more than eighty percent (80%) of the block owners have executed this First Amendment to Declaration of Protective Covenants for Suburban Gardens Subdivision Blocks 5-12 this 26 day of February, 1996.

JOHN E. RICE & SONS, INC., d/b/a
WRENCH RANCH

By: [Signature]
President

James L. Jellis
Vice President

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 26 day of February, 1996, by NELTJE, President, and JAMES L. JELLIS, Vice President, of JOHN E. RICE & SONS, INC., d/b/a WRENCH RANCH.

WITNESS my hand and official seal.

Carla J. Ash
Notary Public

My Commission expires: August 4, 1999

