

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR
SASSY ASS ACRES
AND
PETERSON TRACT**

THIS DECLARATION, is made on the date hereinafter set forth by Catherine Grace Blowers, formerly known as Catherine G. Gladney, and Justin Ray Peterson and Lacy Anne Peterson, husband and wife, all of whom together may be referred to as ("Declarants.")

RECITALS

WHEREAS, Catherine Grace Blowers is the owner of the real property located in Albany County, Wyoming, more particularly described as:

Lots I, II and III on the Plat of Sassy Ass Acres, dated May 15, 2003, and recorded August 8, 2003, as Document No. 2003 6530; and as corrected on the Corrective Plat of Sassy Ass Acres, dated April 1, 2004, and recorded April 27, 2004, as Document No. 2004 2776 in the office of the Albany County Clerk, Albany County, Wyoming.

WHEREAS, Justin Ray Peterson and Lacy Anne Peterson are the owners of the real property located in Albany County, Wyoming, more particularly described as:

A tract of land in the S½ of Section 11, Township 16 North, Range 73 West of the 6th P.M., Albany County, Wyoming, more particularly described as follows:

Beginning at a point on the Easterly right-of-way of Roger Canyon Road, Albany County Road 17, which bears North 62°29'41" East, a distance of 1242.44 feet from the corner common to Sections 10, 11, 14 and 15, Township 16 North Range 73 West, which is also the Northwest corner of Tract 16 as set out on the Survey Plat of North Ninth Street Tracts, recorded October 21, 1998 as Document #: 1998 7495;

thence North 26°06'47" East, 720.99 feet, previously described as North 25°45'35" East, 721.34 feet to the True Point of Beginning, which is the Southwest corner of Tract 17, North Ninth Street Tracts;

thence South 89°31'22" East, previously shown as South 89°56'14" East, along the South line of Tract 17, 1226.64 feet;

thence South 40°34'55" West 405.50 feet;

thence North 82°14'16" West 1053.11 feet, more or less, to a point on the Easterly right of way line of Roger Canyon Road, Albany County Road 17;

thence North 26°06'47" East, 185.51 feet, more or less, previously shown as North 25°45'35" East, along the Easterly right of way line of Roger Canyon Road, Albany County Road 17, to the True Point of Beginning.

WHEREAS, the Declarants desire to establish by this Declaration a plan for the ownership of Lots I, II, and III of Sassy Ass Acres as shown on the above-described Plat, and the real property described above owned by Justin Ray Peterson and Lacy Anne Peterson ("Peterson Tract"), all of which together is hereinafter referred to as the "Property."

NOW, THEREFORE, Declarants do hereby publish and declare that the Property and improvements constructed and located thereon, are hereby subject to the use and ownership as set forth herein and the following terms, covenants, conditions, easements, and restrictions, uses, limitations, and obligations shall be deemed to run with the land, shall be a burden and a benefit to any person acquiring or owning an interest in the Property and improvements, their grantees, successors, or assigns.

Further, the Preamble and Preliminary Recitals set forth above are hereby incorporated in and made a part of this Declaration.

USE, CONSTRUCTION AND MAINTENANCE - COVENANTS AND RESTRICTIONS

1. All covenants as follows will be interpreted in a manner consistent with the following statement: "The owners and those in possession of the Property must be kind and considerate of neighbors and of the land." The Property must be maintained in a good and husband-like manner in order to preserve natural vegetation and prevent soil erosion. Use of motorized vehicles off of the existing roads or driveways that destroys vegetation or creates ruts in the soil is prohibited.

2. On-site construction of improvements is allowed. Any factory constructed or modular buildings may be located on the Property with the consent of all other owners of the Property and the consent required pursuant to Exhibit C of Warranty Deed dated August 31, 1998, which was recorded on September 2, 1998 as Document # 1998 6072 in the office of the Albany County Clerk, Albany County, Wyoming. No mobile homes shall be allowed on the Property at any time for permanent or temporary dwelling purposes. For purposes of this covenant, "permanent or temporary" shall be described as more than ten (10) consecutive days.

3. The authority to give approval or grant exceptions under this Declaration shall be given to the owners of the lots or tracts within the Property and any required approval or exception from the terms of this Declaration must be by unanimous consent. Each of the four (4) lots or tracts within the Property will be entitled to one vote. The lot or tract owners will notify such submitting owner of their approval or disapproval in writing within thirty (30) days of receiving the required documents or requests for approval. The Declarants are also the parties to the Burro Lane Maintenance Agreement, dated April 19, 2004, and recorded April 28, 2004, as Document No. 2004-2816. The members of the Burro Lane Association may merge their functions under the Burro Lane Maintenance Agreement with any of the owners' functions under this Declaration.

4. The Property may not be further subdivided and no further easements shall be granted; except that, the owner of Lot III may convey across Lot III a utility easement for electrical service to the adjacent property next north of Lot III.

5. The Property is hereby restricted to use for single family residential purposes only, and neither the premises nor any improvements thereon shall be used for commercial, industrial, public, illegal or immoral purpose or purposes, and no public nuisance shall be maintained or permitted to exist thereon; provided however, that any person may maintain an office or business on the premises so long as such business does not require allowing the public access to the Property on a regular basis and does not create additional traffic on the road. Notwithstanding this provision, the owner of Lot III may use Lot III for a commercial kennel.

6. The residence on the Property must be solely owner-occupied; except that the owner of Lot III has an existing apartment included in the residence which may be used as a rental.

7. All construction plans and specifications for any structure to be constructed, rebuilt, or remodeled, including exterior materials to be used, as well as a site plan showing the location of the structure on the site must be approved. This provision will also apply to fences, including fencing materials. Without limiting the items needed to be approved, under this Declaration, the maximum height of a residence above grade is limited to one and one-half stories and all outbuildings are subject to approval by the Property owners.

8. No noxious, offensive, or nuisance activities shall be carried on upon any part of the Property subject to these covenants, nor shall anything be done, tolerated, or suffered thereon which may become an annoyance or nuisance to other property owners of Lots I, II, or III of Sassy Ass Acres. Discharge of firearms will only be allowed on Lot III on the east side of the residence. No other excessive noise level activity will be allowed.

9. Each lot at all times shall be kept in a clean and sightly condition. No trash, litter, junk, boxes, containers, bottles, cans, lumber, or other building materials shall be permitted to remain exposed upon any lot so they are visible from any neighboring lot or road except as is necessary during the period of construction. In the event any fire or any other casualty, said structure shall be promptly rebuilt or remodeled to conform with this Declaration; or if the structure is not to be rebuilt, all remaining portions of the structure, including the foundations and all debris, shall be promptly removed from the property. No garbage or trash cans or receptacles shall be maintained in an unsightly manner. One trash receptacle or dumpster may be placed at the west end of Burro Lane for the use by an owner or multiple owners.

10. All vehicles must be inside of a garage or outbuilding or neatly parked alongside the exterior of a building where possible. The maximum number of vehicles, operable or inoperable, and restrictions on the storage of such vehicles on any lot or tract shall be determined by the owners. If the owners of two or more lots have determined that another lot or tract has an unsightly condition because of junked or excessive vehicles, the owner or owners of the lot or lots containing the unsightly condition will be deemed to have voted in favor of removing, restricting, or screening of such vehicles as determined by the remaining landowners.

11. Two donkeys will be allowed on Lot III and one donkey will be allowed on the Peterson Tract. Lots I and II may only have one hooved animal at a time, and Peterson Tract may only have one hooved animal at a time in addition to the donkey. (Ostriches and emus, as well as any other livestock, or livestock-type animals, will be considered hooved animals for purposes of this paragraph.) All hooved animals, including donkeys, on Lots I, II, and the Peterson Tract, must be confined to a sacrifice pen not to exceed 40' by 40' in size and may only be allowed to graze outside of such pen on an occasional basis. Any lot or tract in which an animal grazes or is not tethered must be fenced. Lot III shall be allowed to have 2 hooved animals in addition to two donkeys, unless unanimous approval is obtained from all owners for more animals. Overgrazing of any lot or tract shall be a violation of this Declaration. Animals, other than hooved animals, such as poultry or fowl, will be allowed unless they create a nuisance to the other owners.

Household pets must be current with vaccinations and proof of vaccination may be required by any lot owner.

12. All dogs must be kept on the owner's property and may not run at large.

13. The Property is subject to the provisions of the Burro Lane Maintenance Agreement, which will be, or has been filed for record within 30 days of the date of this Declaration.

14. Each lot owner shall have the power to enforce these covenants, conditions, and restrictions, jointly with or separately from the other owners. Any failure to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

15. If a lot owner does not comply with these covenants or cure the violation within 30 days after notice of a violation, legal action may be instituted to enforce the covenants. The prevailing party in any action taken to enforce the covenants shall be entitled to its costs and reasonable attorney fees, including costs or fees on appeal.

16. Invitees or leasees of the owners will be expected to comply with the provisions of this document and it will be the responsibility of the owner to inform invitees and leasees of the rules and regulations and to enforce the rules and regulations outlined by this document.

17. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

18. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and are of a perpetual duration. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by all of the owners of Sassy Ass Acres as

shown on the Plat described above, their successors, or assigns. Any amendment must be duly authenticated and recorded to be valid.

Dated this 28th day of April, 2004.


Catherine Grace Blowers


Justin Ray Peterson


Lacy Anne Peterson

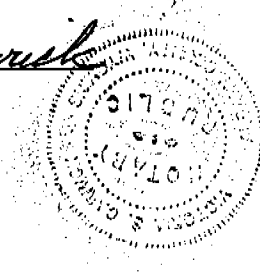
STATE OF WYOMING)
)
COUNTY OF ALBANY) ss:

The foregoing was subscribed, sworn to and acknowledged before me by Catherine Grace Blowers this 28th day of April, 2004.

Witness my Hand and Official Seal.


Notary Public

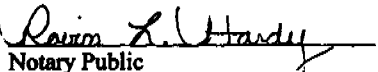
My Commission expires: 9/7/2006



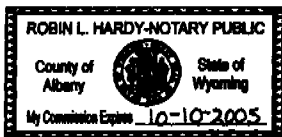
STATE OF WYOMING)
)
COUNTY OF ALBANY) ss:

The foregoing was subscribed, sworn to and acknowledged before me by Justin Ray Peterson and Lacy Anne Peterson this 28th day of April, 2004.

Witness my Hand and Official Seal.


Notary Public

My Commission expires:



AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR SASSY ASS ACRES
AND
PETERSON TRACT

THIS AMENDMENT is made and entered into to be effective for all purposes as of the 30th day of March, 2009, by the successors in interest of Catherine Grace Blowers and Justin Ray Peterson and Lacy Anne Peterson, namely Justin Jay Mehling, Veronica Marie Mehling, Ann Jean Moore, Michell Kay Nacey Anderson, Eric Richard Anderson, Robert Keith Meyers, Caley Erin Meyers. ("Declarants").

RECITALS

1. Declarants have executed a certain Declaration of Covenants, Conditions, and Restrictions for Sassy Ass Acres and the Peterson Tract ("Declaration"), dated April 28, 2004, and recorded April 29, 2004, as Document 2004-2854, in the office of the Albany County Clerk, Albany County Wyoming.
2. Declarants desire to amend the Declaration as hereinafter set forth.

AMENDMENTS

NOW, THEREFORE, Declarants hereby amend the Declaration as follows:

- I. Paragraph 7 of the Declaration is hereby omitted in its entirety.
- II. Paragraph 11 is hereby omitted in its entirety and replaced with the following:
 11. Any lot or tract in which an animal grazes or is not tethered must be fenced. Overgrazing of any lot or tract shall be a violation of this Declaration. Animals, other than hooved animals, such as poultry or fowl, will be allowed unless they create a nuisance to the other owners. Household pets must be current with vaccinations and proof of vaccination may be required by any lot owner.
- III. Except as expressly amended hereby, the terms and provisions of the Declaration shall remain in full force and effect.
- IV. This Amendment is made in accordance with Paragraph 18 of the Declaration, which states, in pertinent part, "The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by all of the owners of Sassy Ass Acres as shown on the Plat described above, their successors, or assigns. Any amendment must be duly authenticated and recorded to be valid."

IN WITNESS WHEREOF, Declarant has executed this Amendment to be effective for all purposes as of the 30 day of March, 2009.

[Signature]

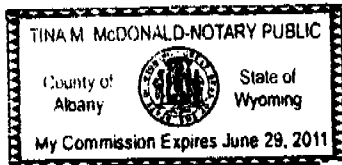
STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing instrument was subscribed and sworn to before me by Robert K. Meyers this 30 day of March, 2009.

Witness my hand and official seal.

Tina M. McDonald
Notary Public

My commission expires: June 29, 2011



Catey E. Meyers

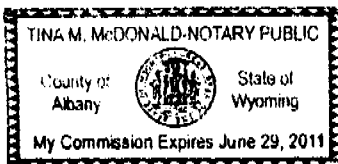
STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing instrument was subscribed and sworn to before me by Catey E. Meyers this 30 day of March, 2009.

Witness my hand and official seal.

Tina M. McDonald
Notary Public

My commission expires: June 29, 2011



Michelle Anderson

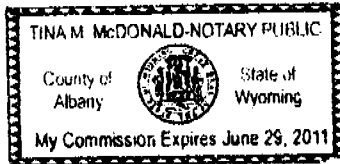
STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing instrument was subscribed and sworn to before me by Michelle Kay Anderson
this 1 day of April, 2009.

Witness my hand and official seal.

Tina M. McDonald
Notary Public

My commission expires: June 29, 2011



Justin Kay Mehling

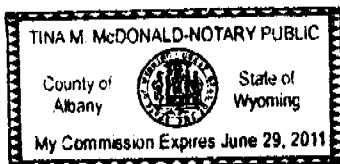
STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing instrument was subscribed and sworn to before me by Justin Kay Mehling
this 2 day of April, 2009.

Witness my hand and official seal.

Tina M. McDonald
Notary Public

My commission expires: June 29, 2011



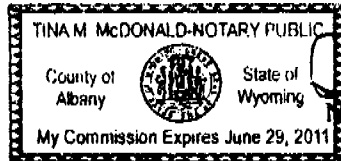
IN WITNESS WHEREOF, Declarant has executed this Amendment to be effective for all purposes as of the 2 day of April, 2009.

Veronica M. Mehling

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing instrument was subscribed and sworn to before me by Veronica Marie Mehling this 2 day of April, 2009.

Witness my hand and official seal.



Tina M. McDonald
Notary Public

My commission expires: June 29, 2011

Eric Anderson

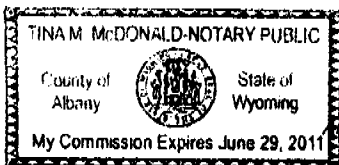
STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing instrument was subscribed and sworn to before me by Eric Richard Anderson this 2 day of April, 2009.

Witness my hand and official seal.

Tina M. McDonald
Notary Public

My commission expires: June 29, 2011



IN WITNESS WHEREOF, Declarant has executed this Amendment to be effective for all purposes as of the 3 day of April, 2009.

Ann Jean Moore

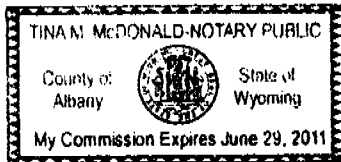
STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing instrument was subscribed and sworn to before me by Ann Jean Moore this 3 day of April, 2009.

Witness my hand and official seal.

Tina McDonald
Notary Public

My commission expires: June 29, 2011



STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing instrument was subscribed and sworn to before me by _____ this _____ day of _____, 2009.

Witness my hand and official seal.

Notary Public

My commission expires: