

**FIRST MODIFICATION AND AMENDMENT OF  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS FOR LOTS 1 THROUGH 17, INCLUSIVE,  
OF THE COLLIER VIEW ESTATES TO THE CITY OF GREEN RIVER,  
SWEETWATER COUNTY, WYOMING**

THIS MODIFICATION AND AMENDMENT made and entered into this 16 day of June, 2005, by Gene P. and Pati Smith, husband and wife, whose mailing address is 120 Collier Circle, Green River, Wyoming 82935; Gary L. Hodges and Betty J. Hodges, husband and wife, whose mailing address is 130 Collier Circle, Green River, Wyoming 82935, Johnny L. Mandros and Roberta M. Mandros, husband and wife, whose mailing address is 140 Collier Circle, Green River, Wyoming 82935; Albert Carollo on behalf of Albert-Carolyn Company, whose mailing address is 150 Collier Circle, Green River, Wyoming 82935; Trudy K. Remmick, whose mailing address is 165 Collier Circle, Green River, Wyoming 82935; and Mildred Collier, whose mailing address is P.O. Box 608, and physical address is 500 Ironwood, Green River, Wyoming 82935; hereinafter collectively referred to as the Undersigned; witnesseth as follows:

WHEREAS, that certain Declaration of Covenants, Conditions, Restrictions and Easements for Lots 1 Through 17, Inclusive, of the Collier View Estates to the City of Green River, Sweetwater County, Wyoming, dated June 17, 1997, hereinafter referred to as the Declaration, was duly recorded in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, on July 25, 1997, in Book 888, at Pages 315-318, concerning that certain real property and premises known and described as:

Lots One (1) through Seventeen (17), inclusive, of the Final Plat of the Collier View Estates to the City of Green River, a Replat of a Portion of Tract "A", HUTTON HEIGHTS 8<sup>TH</sup> Addition, City of Green River, Wyoming, located in the Southwest Quarter, Section 22, Resurvey Township 18 North, Range 107 West of the 6<sup>th</sup> P.M., Sweetwater County, as said Lots are laid down and described on the official Plat thereof, filed of record on April 14, 1997, in Book of Plats at Page 381, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, together with all appurtenances situate thereon and appertaining thereto, subject, however, to all exceptions, reservations and restrictions of record; and

WHEREAS, pursuant to Paragraph 18, TERMS, of the above described Declaration, said Declaration may be changed, modified and amended, in whole or in part, by the written agreement of a majority of the record Owners of the above described property, all as more particularly described and provided for in said Declaration; and

WHEREAS, as of the date of this Amendment the record Owners of the above described property are as follows and the undersigned have joined in and agreed to this Modification and Amendment of the aforesaid Declaration; constituting a majority of the records owners:

<u>Record Owners</u>	<u>Property Owned</u>
Gene P. Smith and Pati Smith	Lot Three (3)
Gary L. Hodges and Betty J. Hodges	Lot Four (4)

  
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Johnny L. Mandros and Roberta M. Mandros	Lot Five (5)
Albert Carollo on behalf of Albert-Carolyn Company	Lots Six (6) and Seven (7)
Trudy K. Remmick	Lot Thirteen (13)
Mildred Collier	Lots One (1), Two (2), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Fourteen (14), Fifteen (15), Sixteen (16), and Seventeen (17)

WHEREAS, the Undersigned have consented and agreed to the modification and amendment of the aforesaid Declaration in the following particulars;

NOW, THEREFORE, for and in consideration of the covenants, conditions and restrictions contained in the aforesaid Declaration and herein, and for and in consideration of the premises, the Undersigned do hereby modify and amend the above-described Declaration, as follows:

Paragraph 1. OCCUPANCY RESTRICTIONS, contained in the Declaration Of Covenants, Conditions, Restrictions And Easements For Lots 1 Through 17 Of The Collier View Estates To The City Of Green River, Sweetwater County, Wyoming, dated June 17, 1997, which reads as follows, shall be deleted in its entirety and shall not be replaced with a substitution therefor:

“1. OCCUPANCY RESTRICTIONS: In order to preserve the character of the Property as an adult residential community, occupancy of all the Lots in the Property shall be restricted as follows: Permanent residents shall be at least (50) years of age or older, with the following exceptions:

- (a) The spouse of a qualified permanent resident may be a permanent resident regardless of his or her age, and
- (b) The children of a qualified permanent resident who are at least Nineteen (19) years of age or older may permanently reside with qualified permanent residents.”

And the following new Paragraph 1. OCCUPANCY RESTRICTIONS shall be substituted therefor:

Paragraph 1. OCCUPANCY RESTRICTIONS: “Intentionally left blank.”

Paragraph 2. LAND USE AND BUILDING TYPE, contained in the Declaration Of Covenants, Conditions, Restrictions And Easements For Lots 1 Through 17 Of The Collier View Estates To The City Of Green River, Sweetwater County, Wyoming, dated June 17, 1997, which reads as follows, shall be deleted in its entirety:

“2. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted other than one detached single family dwelling not to



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exceed 1 story in height and a private garage for not more than 3 cars. All construction shall be new.”

And the following new Paragraph 2. LAND USE AND BUILDING TYPE shall be substituted therefor:

“2. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. Residential purposes means that only a residence which is designed and intended for use and occupancy as a single-family residence and residence-related improvements such as driveways, lawn areas, and the like, may be erected or located on the lot. All homes are to be constructed on site with construction completed within one (1) year from the date of excavation of the foundation. For the purpose of these covenants, a single-family residence may not be a home that is first manufactured and then located on the lot. The use of such manufactured homes, modular homes or mobile homes is expressly prohibited. On Lots 1 through 13, no building shall be erected, altered, placed, or permitted other than one, detached, single-family dwelling not to exceed one story in height and a private garage for not more than three cars. On Lots 14, 15, 16 and 17 only, no building shall be erected altered, placed, or permitted other than one, detached, single-family dwelling not to exceed two stories in height with a private garage for not more than three cars and with no basement, a crawlspace or a slab foundation is permitted. All construction shall be new construction.”

Paragraph 4. DWELLING, QUALITY AND SIZE, contained in the Declaration Of Covenants, Conditions, Restrictions And Easements For Lots 1 Through 17 Of The Collier View Estates To The City Of Green River, Sweetwater County, Wyoming, dated June 17, 1997, which reads as follows, shall be deleted in its entirety:

“4. DWELLING, QUALITY AND SIZE: The intention and purpose of the covenants is to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than the ones which can be produced on date these covenants are recorded. The habitable floor area immediately above the mud sill shall not be less than 1250 square feet for any dwelling, or in accordance with R-3 zoning per City of Green River, WY ordinances. All dwellings shall have a minimum of two car garage.”

And the following new Paragraph 4. DWELLING, QUALITY AND SIZE, shall be substituted therefor:

“4. DWELLING, QUALITY AND SIZE: The intention and purpose of the covenants is to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than the ones which can be produced on date these covenants are recorded. The habitable floor area immediately above the mudsill shall not be less than 1250 square feet for any dwelling, or in accordance with R-1 zoning per City of Green River, Wyoming ordinances. All dwellings shall have a minimum of two-car garage.”

Paragraph 8. FENCING REQUIREMENTS, contained in the Declaration Of Covenants, Conditions, Restrictions And Easements For Lots 1 Through 17 Of The Collier View Estates To The City Of Green River, Sweetwater County, Wyoming, dated June 17, 1997, which reads as follows, shall be deleted in its entirety:



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"8. FENCING REQUIREMENTS: In connection with the construction of a residential structure upon any Lot within the Property, the Owner thereof shall be required to construct and install a continuous screening fence, together with any necessary concrete retaining walls, along and completely enclosing the lot lines of each Lot in the Property. All of said fences shall be privacy fences Six (6) feet in height and constructed only of maintenance free vinyl and shall be constructed in accordance with plans and specifications approved by the Board of Architectural Review Committee and the City of Green River. The foregoing fencing requirements for the Lots within the Property shall be fully completed within one (1) year after the issuance of a Certificate of Occupancy by the City of Green River for the residential structure upon such Lot. The Owners of the Lots within the Property shall be required to continuously maintain said fences in good condition and repair at all times."

And the following new Paragraph 8. FENCING REQUIREMENTS, shall be substituted therefor:

"8. FENCING REQUIREMENTS: In connection with the construction of a residential structure upon any Lot within the Property, the Owner thereof shall be required to construct and install a continuous screening fence, together with any necessary concrete retaining walls, along and completely enclosing the backyard lot lines of each Lot in the Property. All of said fences shall be privacy fences Six (6) feet in height and constructed only of maintenance-free vinyl of the color, design, pattern, type and quality matching existing fencing on the majority of the previously constructed homes in the subdivision, and shall be constructed in accordance with plans and specifications approved by the Board of Architectural Review Committee and the City of Green River. The foregoing fencing requirements for the Lots within the Property shall be fully completed within one (1) year after the issuance of a Certificate of Occupancy by the City of Green River for the residential structure upon such Lot. The Owners of the Lots within the Property shall be required to continuously maintain said fences in good condition and repair at all times."

Paragraph 16. MEMBERSHIP, contained in the Declaration Of Covenants, Conditions, Restrictions And Easements For Lots 1 Through 17 Of The Collier View Estates To The City Of Green River, Sweetwater County, Wyoming, dated June 17, 1997, which reads as follows, shall be deleted in its entirety:

"16. MEMBERSHIP: The architectural control committee is composed of Mildred H. Collier of Green River, Wyoming, Frank Jureczki, and G. Thomas Laskowski. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for service pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore it to any of its powers and duties."

And the following new Paragraph 16. MEMBERSHIP, shall be substituted therefor:

  
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"16. MEMBERSHIP: The architectural control committee is composed of Mildred H. Collier and Frank Jureczki. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor her/his designated representative shall be entitled to any compensation for service pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore it to any of its powers and duties."

Paragraph 17. PROCEDURES, contained in the Declaration Of Covenants, Conditions, Restrictions And Easements For Lots 1 Through 17 Of The Collier View Estates To The City Of Green River, Sweetwater County, Wyoming, dated June 17, 1997, which reads as follows, shall be deleted in its entirety:

"17. PROCEDURES: The committee's approval or disapproval of these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within 90 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. The failure of such representative to approve or disapprove any proposed building from his legal responsibility to comply with the covenants, conditions and restrictions contained herein."

And the following new Paragraph 17. PROCEDURES, shall be substituted therefor:

"17. PROCEDURES: Each owner and/or builder shall provide to the architectural control committee, plans and specifications for construction of new dwellings prior to the start of construction and shall provide revisions during construction depicting any material change in the plans and specifications. The architectural control committee's approval or disapproval of plans and specifications shall be in writing and shall be completed within 90 days after receipt of the plans and specifications. If disapproved, the owner and/or builder shall be required to revise the plans and specifications to comply with these covenants."

Other than as expressly set forth herein, all of the other terms and provisions set forth in the above described Declaration shall be and remain in full force and effect as originally stated in said Declaration.


IN WITNESS WHEREOF, the Undersigned have caused these presents to be executed hereinbelow, in counterparts. .

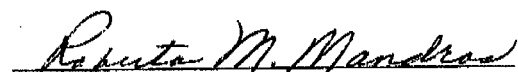
\_\_\_\_\_  
Gene P. Smith

\_\_\_\_\_  
Pati Smith

\_\_\_\_\_  
Gary L. Hodges

\_\_\_\_\_  
Betty J. Hodges

  
\_\_\_\_\_  
Johnny L. Mandros

  
\_\_\_\_\_  
Roberta M. Mandros

Trudy K. Remmick

ALBERT-CAROLYN COMPANY,

By Albert Carollo

Mildred Collier

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The State of Wyoming )  
: ss.  
County of Sweetwater )

The foregoing instrument was acknowledged before me by Gene P. Smith and Pati Smith, husband and wife, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Witness my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public

The State of Wyoming )  
: ss.  
County of Sweetwater )

The foregoing instrument was acknowledged before me by Gary L. Hodges and Betty J. Hodges, husband and wife, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Witness my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public

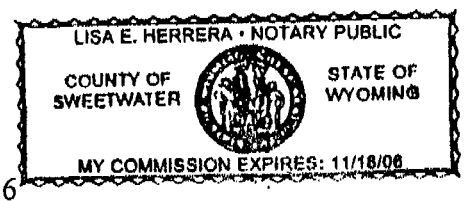
The State of Wyoming )  
: ss.  
County of Sweetwater )

The foregoing instrument was acknowledged before me by Johnny L. Mandros and Roberta M. Mandros, husband and wife, this 13 day of June, 2005.

Witness my hand and official seal.

My commission expires: 11/18/06

*Lisa E. Herrera*  
\_\_\_\_\_  
Notary Public



"16. MEMBERSHIP: The architectural control committee is composed of Mildred H. Collier and Frank Jureczki. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor her/his designated representative shall be entitled to any compensation for service pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore it to any of its powers and duties."

Paragraph 17. PROCEDURES, contained in the Declaration Of Covenants, Conditions, Restrictions And Easements For Lots 1 Through 17 Of The Collier View Estates To The City Of Green River, Sweetwater County, Wyoming, dated June 17, 1997, which reads as follows, shall be deleted in its entirety:

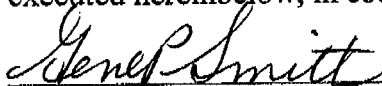
"17. PROCEDURES: The committee's approval or disapproval of these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within 90 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. The failure of such representative to approve or disapprove any proposed building from his legal responsibility to comply with the covenants, conditions and restrictions contained herein."


And the following new Paragraph 17. PROCEDURES, shall be substituted therefor:

"17. PROCEDURES: Each owner and/or builder shall provide to the architectural control committee, plans and specifications for construction of new dwellings prior to the start of construction and shall provide revisions during construction depicting any material change in the plans and specifications. The architectural control committee's approval or disapproval of plans and specifications shall be in writing and shall be completed within 90 days after receipt of the plans and specifications. If disapproved, the owner and/or builder shall be required to revise the plans and specifications to comply with these covenants."

Other than as expressly set forth herein, all of the other terms and provisions set forth in the above described Declaration shall be and remain in full force and effect as originally stated in said Declaration.

IN WITNESS WHEREOF, the Undersigned have caused these presents to be executed hereinbelow, in counterparts. .

  
Gene P. Smith

  
Pati Smith

\_\_\_\_\_  
Gary L. Hodges

\_\_\_\_\_  
Betty J. Hodges

\_\_\_\_\_  
Johnny L. Mandros

\_\_\_\_\_  
Roberta M. Mandros

\_\_\_\_\_  
Trudy K. Remmick

ALBERT-CAROLYN COMPANY,

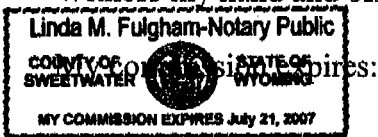
By \_\_\_\_\_  
Albert Carollo

\_\_\_\_\_  
Mildred Collier

The State of Wyoming )  
: ss.  
County of Sweetwater )

The foregoing instrument was acknowledged before me by Gene P. Smith and Pati Smith, husband and wife, this 13th day of June, 2005.

Witness my hand and official seal.



*Linda M. Fulgham*  
\_\_\_\_\_  
Notary Public

The State of Wyoming )  
: ss.  
County of Sweetwater )

The foregoing instrument was acknowledged before me by Gary L. Hodges and Betty J. Hodges, husband and wife, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Witness my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public

The State of Wyoming )  
: ss.  
County of Sweetwater )

The foregoing instrument was acknowledged before me by Johnny L. Mandros and Roberta M. Mandros, husband and wife, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Witness my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public



Trudy K. Remmick

ALBERT-CAROLYN COMPANY,

By Albert Carollo  
Albert Carollo

Mildred Collier  
Mildred Collier

The State of Wyoming )  
: ss.  
County of Sweetwater )

The foregoing instrument was acknowledged before me by Gene P. Smith and Pati Smith, husband and wife, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Witness my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public

The State of Wyoming )  
: ss.  
County of Sweetwater )

The foregoing instrument was acknowledged before me by Gary L. Hodges and Betty J. Hodges, husband and wife, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Witness my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public

The State of Wyoming )  
: ss.  
County of Sweetwater )

The foregoing instrument was acknowledged before me by Johnny L. Mandros and Roberta M. Mandros, husband and wife, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Witness my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public



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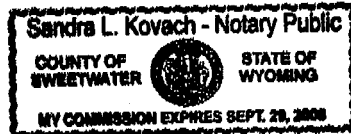
The State of Wyoming )  
: ss.  
County of Sweetwater )

The foregoing instrument was acknowledged before me by Albert Carollo on behalf of Albert-Carolyn Company, this 19<sup>th</sup> day of June, 2005.

Witness my hand and official seal.

My commission expires:

Sandra S. Kovach  
Notary Public



The State of Wyoming )  
: ss.  
County of Sweetwater )

The foregoing instrument was acknowledged before me by Trudy K. Remmick this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Witness my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public

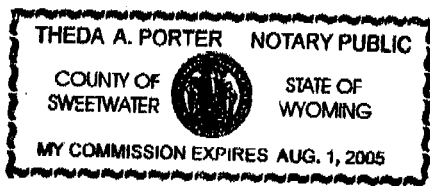
The State of Wyoming )  
: ss.  
County of Sweetwater )

The foregoing instrument was acknowledged before me by Mildred Collier this 16<sup>th</sup> day of June, 2005.

Witness my hand and official seal.

My commission expires:

Theda A. Porter  
Notary Public



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"16. MEMBERSHIP: The architectural control committee is composed of Mildred H. Collier and Frank Jureczki. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor her/his designated representative shall be entitled to any compensation for service pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore it to any of its powers and duties."

Paragraph 17. PROCEDURES, contained in the Declaration Of Covenants, Conditions, Restrictions And Easements For Lots 1 Through 17 Of The Collier View Estates To The City Of Green River, Sweetwater County, Wyoming, dated June 17, 1997, which reads as follows, shall be deleted in its entirety:

"17. PROCEDURES: The committee's approval or disapproval of these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within 90 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. The failure of such representative to approve or disapprove any proposed building from his legal responsibility to comply with the covenants, conditions and restrictions contained herein."

And the following new Paragraph 17. PROCEDURES, shall be substituted therefor:

"17. PROCEDURES: Each owner and/or builder shall provide to the architectural control committee, plans and specifications for construction of new dwellings prior to the start of construction and shall provide revisions during construction depicting any material change in the plans and specifications. The architectural control committee's approval or disapproval of plans and specifications shall be in writing and shall be completed within 90 days after receipt of the plans and specifications. If disapproved, the owner and/or building shall be required to revise the plans and specifications to comply with these covenants."

Other than as expressly set forth herein, all of the other terms and provisions set forth in the above described Declaration shall be and remain in full force and effect as originally stated in said Declaration.

IN WITNESS WHEREOF, the Undersigned have caused these presents to be executed hereinbelow, in counterparts. .

\_\_\_\_\_  
Gene P. Smith

*Gary L. Hodges*  
\_\_\_\_\_  
Gary L. Hodges

\_\_\_\_\_  
Pati Smith

*Betty J. Hodges*  
\_\_\_\_\_  
Betty J. Hodges

\_\_\_\_\_  
Johnny L. Mandros

\_\_\_\_\_  
Robert M. Mandros



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