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| RECORDED   | JUN 16 1983                | BY 1135 A.R.     |
| BOOK 741   | PAGE 1266                  | GREEN RIVER WYO. |
| NO. 902558 | CLERK & REC'D COUNTY CLERK |                  |

01268



AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MESA, AN ADDITION TO THE CITY OF GREEN RIVER, WYOMING, LOCATED IN THE NW/4SW/4 OF SECTION 26, TOWNSHIP 18 NORTH, RANGE 107 WEST OF THE 6th P.M., SWEETWATER COUNTY, WYOMING

THESE AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS are made this 2nd day of June, 1983, by Alan F. Scott, Roy Jacobsen and SEBCO, Inc. (hereinafter "Declarant"); The Mesa Home-owners Association, Inc. (hereinafter "Association"); and the Record Owners, other than Declarant, of the Lots located within The Mesa (hereinafter "Owners").

WHEREAS, Declarant, Association and Owners are the owners in fee of all of the following described real property (the "Property") situate in the City of Green River, County of Sweetwater, State of Wyoming, to wit:

The real property described on Amended Exhibit "A", attached hereto and by this reference made a part hereof; and

WHEREAS, Declarant has heretofore recorded that certain Declaration of Covenants, Conditions and Restrictions for The Mesa, an Addition to the City of Green River, Wyoming, Located in the NW/4SW/4 of Section 26, Township 18 North, Range 107 West of the 6th P.M., Sweetwater County, Wyoming, dated March 25, 1981, which said Declaration was recorded in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, on November 4, 1981, in Book 725 of Photographic Records at Pages 1431 through 1971, inclusive; and

WHEREAS, Declarant has heretofore recorded that certain Amendments to Declaration of Covenants, Conditions and Restrictions for The Mesa, an Addition to the City of Green River, Wyoming, Located in the NW/4SW/4 of Section 26, Township 18 North, Range 107 West of the 6th P.M., Sweetwater County, Wyoming, dated February 18, 1982, which said Amendments to Declaration was recorded in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, on March 1, 1982, in Book 728 of Photographic Records at Pages 436 through 441, inclusive; and

WHEREAS, Declarant, Association and Owners desire to further amend said Declaration, as amended, heretofore recorded, in certain particulars;

NOW, THEREFORE, Declarant, Association and Owners do hereby amend said Declaration of Covenants, Conditions and Restrictions for The Mesa, as amended, as follows:

A. Section 1.1 of said Declaration, as amended, is amended to read as follows:

1.1 Declaration. "Declaration" shall hereinafter mean and refer to this Declaration of Covenants, Conditions and Restrictions, and all Amendments thereto.

B. Section 1.5 of said Declaration is amended to read as follows:

1.5 Property. "Property" shall hereinafter mean and refer to the following described real property, to wit:

The real property described on Amended Exhibit "A", attached hereto and by this reference made a part hereof, which includes Phase I and Phase II of The Mesa Planned Unit Development; and

All additional property which may be hereafter developed and annexed to this Declaration, pursuant to the provisions of Section XIII, as Phase III or subsequent Phases of The Mesa Planned Unit Development, including, but not limited to, the real property described on Amended Exhibit "B", attached hereto and by this reference made a part hereof,

and shall also hereinafter mean and refer to any additional property or properties as may hereafter be annexed to this Declaration pursuant to the provisions of Section XIII and which is designated as "Property" in the recorded instrument for such annexation.

C. Section 2.4 of said Declaration is amended to read as follows:

2.4 Form For Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved substantially as follows:

Lot No. \_\_\_\_\_ of The Mesa, an Addition to the City of Green River, Wyoming, as the same is identified in the Plat recorded in Book of Plats at Pages 266, 266A and 266B, and in the "Declaration of Covenants, Conditions and Restrictions for The Mesa, an Addition to the City of Green River, Wyoming, Located in the NW/4SW/4 of Section 26, Township 18 North, Range 107 West of the 6th P.M., Sweetwater County, Wyoming", recorded in Book 725 at Pages 1431-1471 of the records of the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, and in the "Amendments to Declaration of Covenants, Conditions and Restrictions for The Mesa, an Addition to the City of Green River, Wyoming, Located in the NW/4SW/4 of Section 26, Township 18 North, Range 107 West of the 6th P.M., Sweetwater County, Wyoming", recorded in Book 728 at Pages 436-441 of the records of the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, and in the "Amendments to Declaration of Covenants, Conditions and Restrictions for The Mesa, an Addition to the City of Green River, Wyoming, Located in the NW/4SW/4 of Section 26, Township 18 North, Range 107 West of the 6th P.M., Sweetwater County, Wyoming", recorded in Book \_\_\_\_\_ at Pages \_\_\_\_\_ of the records of 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, including specifically: (i) a right and easement of use and enjoyment in and to the Common Area described, and as provided for, in said Declaration of Covenants, Conditions and Restrictions, as amended; (ii) an exclusive right and easement of use and enjoyment in and to the side or back yard easement associated with the aforesaid Lot,

as provided for in said Declaration of Covenants, Conditions and Restrictions, as amended; and (iii) a right and easement of use and enjoyment in and to the designated parking area associated with the aforesaid Lot, as provided for in said Declaration of Covenants, Conditions and Restrictions, as amended.

The preceding form for conveyancing shall be adapted and amended to include any and all additional information and references which may be necessary by reason of annexation of additional property to this Declaration without requiring further amendment of this Declaration. Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot.

D. Section 3.4 of said Declaration is amended to read as follows:

3.4 Termination of Class II Voting Membership. Upon the happening of any of the events set forth below in Sections 3.4.1, 3.4.2 or 3.4.3 (whichever first occurs), the Association shall thereafter have one class of voting membership which shall be Class I membership. Subsequent to such event, all Owners, including Declarant, shall be entitled to one vote for each Lot owned. Such events are:

3.4.1 When the total votes outstanding in the Class I Voting Membership equal the total votes outstanding in the Class II Voting Membership; or

3.4.2 On December 31, 1984; or

3.4.3 On such date as Declarant shall voluntarily relinquish its Class II voting membership.

E. Section 4.5 of said Declaration is amended to read as follows:

4.5 Determination of Amount of Annual Assessments. So long as the Association's annual assessment for a particular assessment year shall not exceed the maximum annual assessment for the first assessment year, as provided in Section 4.4 above, or thereafter be increased by the Board by more than the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July, the Board may determine and levy such annual assessment without a vote or approval being required of either Class of voting membership of the Association. If, however, the Board shall desire to levy an annual assessment for a particular assessment year which shall be in excess of the maximum annual assessment for the first assessment year, as provided in Section 4.4 above, plus the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July, then the Board shall give written notice thereof to all Owners at least 30 days in advance of the commencement date of the particular assessment year and the approval of at least Sixty-six and Two-thirds Percent (66 2/3%) of the Class I members of the Association in attendance, in person or by proxy, at a meeting duly called for such purpose, plus the Class II member, if any, shall be required. If the Board shall not determine and levy annual assessments for a particular assessment year in accordance with the foregoing sentence, then the annual assessment for that particular assessment year shall be deemed to be the same

as the annual assessment for the assessment year immediately preceding that particular assessment year.

F. Section 6.6 of said Declaration is amended to read as follows:

6.6 Address. Unless otherwise changed by the Board or by the Architectural Review Committee by due notice thereof given to the Owners, all plans and specifications required under Section 6.1 shall be submitted in person or by registered or certified mail to the following address:

Board of Directors  
The Mesa Homeowners Association, Inc.  
c/o Roy Jacobsen  
600 Monroe Avenue  
P. O. Box 1017  
Green River, Wyoming 82935

or such other address as may be designated by the Board of Directors or Architectural Review Committee by written notice mailed to all Owners.

G. Section 8.2 of said Declaration is amended to read as follows:

8.2 Conveyance of Lots. The Common Area and all Lots, whether or not the instrument of conveyance or assignment shall refer to this Declaration, shall be subject to the covenants, conditions, restrictions, easements, reservations, and other provisions contained in this Declaration, as it may be amended from time to time pursuant to Section XV.

H. Section 13.2 of said Declaration is amended to read as follows:

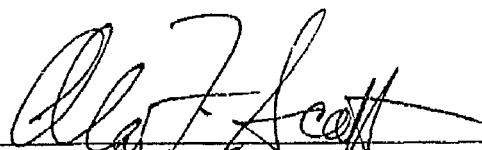
13.2 By Declarant. If at any time or times prior to December 31, 1984, Declarant, or its successors or assigns, should develop the property described on Amended Exhibit "B", attached hereto and by this reference made a part hereof, then such property or properties may, at the sole discretion of Declarant, or its successors or assigns, be annexed to the Property and become subject to the provisions of this Declaration without requiring, needing, or obtaining the approval of the Association, the Board, or any Owners. Any instrument of annexation hereunder by Declarant, its successors or assigns, may also contain additional or other covenants, conditions, restrictions, easements, reservations, and other provisions therein which are applicable to the property or properties thereby being annexed. Declarant hereby specifically declares that the provisions of this Section 13.2 are necessary and desirable in order for it to develop the Property and the above-described property, or portions thereof, in an orderly and complete development and represents that if the Declarant makes additional Property subject to this Declaration, any improvements constructed on such additional property will be of comparable quality and price and will be aesthetically comparable to the then existing improvements on the Property. Declarant shall not exercise its right under this Section without the prior approval of the Federal Housing Administration or the Veterans' Administration.

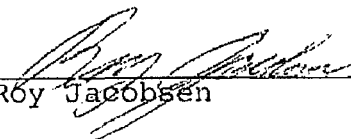
I. Section 15.3 of said Declaration is amended to read as follows:

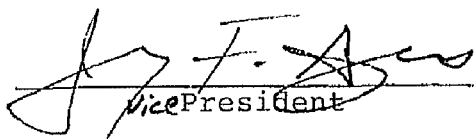
15.3 Sections Which May Not Be Amended. Notwithstanding the foregoing, the following Sections of this Declaration are intended to be for the personal benefit of the Declarant, its successors and assigns, and may not be extinguished, amended, or otherwise modified unless the written approval of the Declarant, its successors or assigns, thereto shall be obtained: Section I, Section 3.3 (including Section 3.3.1 and Section 3.3.2), Section 3.4 (including Section 3.4.1 and Section 3.4.2), Section 8.2, Section 8.3, Section 8.5, Section 8.9, Section 8.17, Section IX, Section X, Section XI, Section XII, Section XIII, and this Section 15.3. The rights of Declarant under this Section shall terminate at such time as Declarant is no longer an Owner of Property or on December 31, 1984, whichever first occurs.


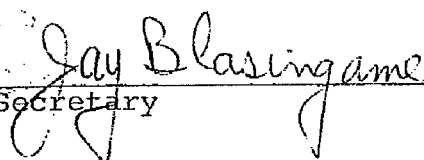
DECLARANT, ASSOCIATION AND OWNERS DO HEREBY FURTHER DECLARE THAT all other provisions and Sections of said Declaration of Covenants, Conditions and Restrictions for The Mesa, an Addition to the City of Green River, Wyoming, not specifically amended herein are hereby ratified and reaffirmed as though they were set out in their entirety herein.

IN WITNESS WHEREOF, the parties have hereunto placed their hands and seals the day and year first above written.

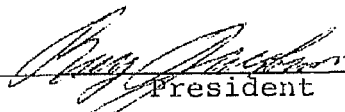
  
\_\_\_\_\_  
Alan F. Scott


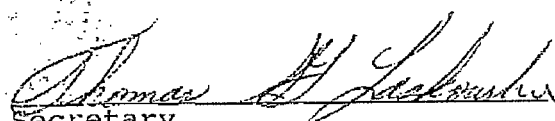
  
\_\_\_\_\_  
Roy Jacobsen  
SEBCO, Inc.

By   
\_\_\_\_\_  
Vice President

  
ATTEST:  
  
\_\_\_\_\_  
Secretary

The Mesa Homeowners Association, Inc.

By   
\_\_\_\_\_  
President

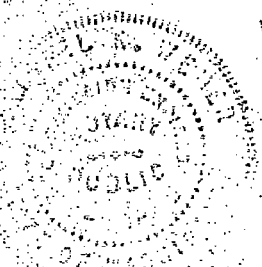
  
ATTEST:  
  
\_\_\_\_\_  
Secretary

|                          |                            |
|--------------------------|----------------------------|
| <u>Jerome Slebocka</u>   | Owner - Lot No. <u>#35</u> |
| <u>Richard W. Duke</u>   | Owner - Lot No. <u>29</u>  |
| <u>Janice L. Boer</u>    | Owner - Lot No. <u>6</u>   |
| <u>Marydell Mullin</u>   | Owner - Lot No. <u>37</u>  |
| <u>Diana Lynn Robert</u> | Owner - Lot No. <u>31</u>  |
| <u>Billy Sellers</u>     | Owner - Lot No. <u>5</u>   |
| <u>Judie Frost</u>       | Owner - Lot No. <u>40</u>  |
| <u>Phyllis Honey</u>     | Owner - Lot No. <u>41</u>  |
| <u>Janice L. McCarty</u> | Owner - Lot No. <u>33</u>  |
| <u>Jim M... ..</u>       | Owner - Lot No. <u>1</u>   |
| <u>George ... ..</u>     | Owner - Lot No. <u>39</u>  |
| <u>Rae Ann ... ..</u>    | Owner - Lot No. <u>8</u>   |
| <u>Ann ... ..</u>        | Owner - Lot No. <u>34</u>  |
| <u>Coral ... ..</u>      | Owner - Lot No. <u>38</u>  |
| <u>Jerry ... ..</u>      | Owner - Lot No. <u>32</u>  |
| <u>Gregory ... ..</u>    | Owner - Lot No. <u>9</u>   |
| <u>David T. ... ..</u>   | Owner - Lot No. <u>42</u>  |
| <u>_____</u>             | Owner - Lot No. _____      |
| <u>_____</u>             | Owner - Lot No. _____      |

State of Washington )  
: ss.  
County of King )

The foregoing instrument was acknowledged before me by Alan F. Scott, this 8<sup>th</sup> day of JUNE, 1983.

Witness my hand and official seal.



Kristal K. Werner  
Notary Public

My Commission Expires: 10-27-85

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

The foregoing instrument was acknowledged before me by Roy Jacobsen, this 2nd day of June, 1983, individually and as President of The Mesa Homeowners Association, Inc.

Witness my hand and official seal.



Karen L. Marty  
Notary Public

My Commission Expires: June 23, 1984

State of Washington )  
: ss.  
County of King )

The foregoing instrument was acknowledged before me by JAY F. AYERS, VICE President of SEBCO, Inc., this 8<sup>th</sup> day of JUNE, 1983.

Witness my hand and official seal.



Kristal K. Werner  
Notary Public

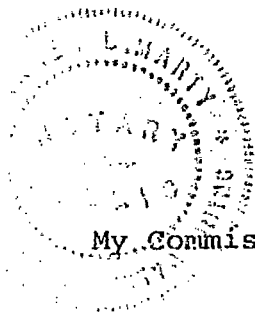
My Commission Expires: 10-27-85

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

The foregoing instrument was acknowledged before  
me by Jerome J. Slebiska, Richard W. Lemke, Janice L. Barr,  
Mary Jo Mullin, Diana Lyn Lockhart, Billy Pillers, Julie  
Frost, Arleen Chavez, Janice L. McCarty, Joe Mansfield  
and Doris Tynsky

this 2nd day of June, 1983.

Witness my hand and official seal.



Karon L. Marty  
Notary Public

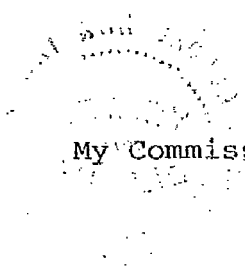
My Commission Expires: June 23, 1984

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

The foregoing instrument was acknowledged before  
me by Rose Ann Vosburg, Carmella Guadagnoli, Carol A.  
Hollopeter, Terry Poll and Gregory S. Gibson

this 3rd day of June, 1983.

Witness my hand and official seal.



Jenni Ann Crouch  
Notary Public

My Commission Expires: December 26, 1983



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

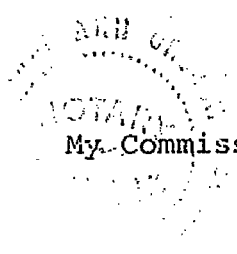
The foregoing instrument was acknowledged before  
me by David T. Moore

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

this 7th day of June, 1983.

Witness my hand and official seal.

Jeni Ann Crouch  
Notary Public



My Commission Expires: December 26, 1983.

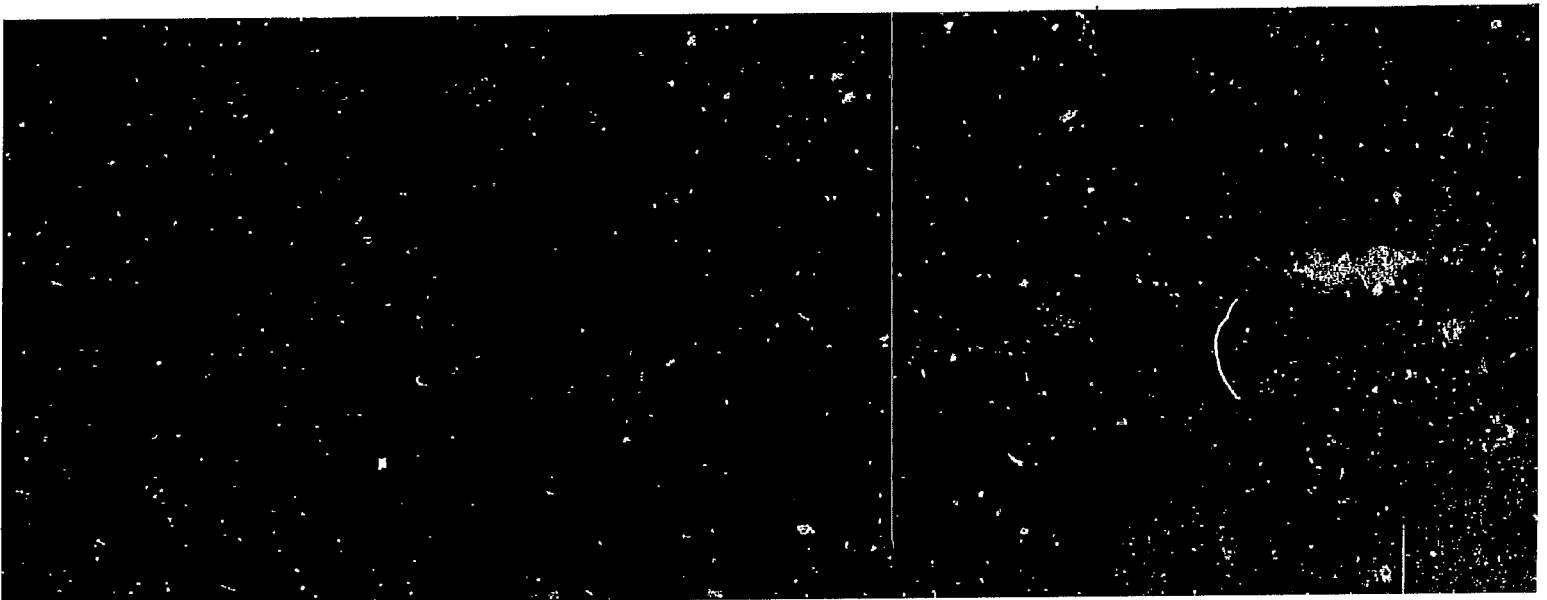
AMENDED  
EXHIBIT "A"

A piece, parcel or tract of land contained within The Mesa, an Addition to the City of Green River, Sweetwater County, Wyoming as the same is identified in the Plat recorded in Book of Plats at Pages 266, 266A and 266B, being more particularly described as follows:

Beginning at a point that lies South  $86^{\circ}49'34''$  East a distance of 686.407 feet from the west quarter corner of said Section 26, said point being located on the southerly line of Monroe Avenue in the City of Green River, Wyoming; thence North  $88^{\circ}09'33''$  East along said southerly line of Monroe Avenue, a distance of 206.8 feet, to a point on a curve to the right having a radius of 20.00 feet, thence along said curve through a central angle of  $86^{\circ}43'27''$  a distance of 30.27 feet, to a point on a curve to the left, having a radius of 330.0 feet, along the westerly line of West Teton Boulevard; thence along said curve, through a central angle of  $49^{\circ}01'23''$ , a distance of 282.35 feet; thence South  $54^{\circ}08'23''$  East, continuing along said westerly line of West Teton Boulevard, a distance of 100.00 feet, to a point on a concave curve having a radius of 270.00 feet; thence along said curve, through a central angle of  $55^{\circ}56'23''$  a distance of 263.61 feet; thence South  $1^{\circ}48'00''$  West along said westerly line of West Teton Boulevard, a distance of 168.98 feet to a point on a concave curve, the radius of which is 20.00 feet; thence along said curve, through a central angle of  $90^{\circ}00'00''$ , a distance of 31.42 feet to a point on the northerly line of Shoshone Avenue; thence North  $88^{\circ}12'00''$  West along said northerly line of Shoshone Avenue, a distance of 354.71 feet to a point on a curve to the right, the radius of which is 570.00 feet; thence along said curve, through a central angle of  $18^{\circ}12'00''$ , a distance of 181.06 feet; thence North  $70^{\circ}00'00''$  West continuing along said northerly line of Shoshone Avenue, a distance of 29.35 feet; thence North  $2^{\circ}32'46''$  East a distance of 669.13 feet to the true point of beginning, excepting therefrom Lots 18, 19, 20, 21, 22, 23, 52, 53, 54, 55, 56, 57, 58, 59, 60, together with all appurtenances situate thereon and appertaining thereto, subject, however, to all exceptions, reservations and restrictions of record.


## AMENDED EXHIBIT "B"

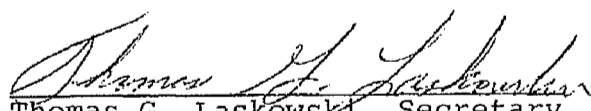
Lots 18, 19, 20, 21, 22, 23, 52, 53, 54, 55, 56, 57, 58, 59 and 60 of The Mesa, an Addition to the City of Green River, Sweetwater County, Wyoming, as the same is identified in the Plat recorded in the Book of Plats at Pages 266, 266A and 266B.



CERTIFICATE OF PROPERTY OWNERSHIP

The undersigned, being the duly elected, qualified and acting President and Secretary of The Mesa Homeowners Association, Inc., a Nonprofit Corporation organized under and by virtue of the laws of the State of Wyoming, do hereby certify that the individuals and corporate entities, who have duly executed and acknowledged the foregoing Amendments to Declaration of Covenants, Conditions and Restrictions for The Mesa, an Addition to the City of Green River, Wyoming, Located in the NW/4SW/4 of Section 26, Township 18 North, Range 107 West of the 6th P.M., Sweetwater County, Wyoming, dated June 2, 1983, on Pages 5 and 6 thereof, including Alan F. Scott, Roy Jacobsen, SEBCO, Inc., The Mesa Homeowners Association, Inc. and the Owners of Lots 35, 29, 6, 37, 31, 5, 40, 41, 33, 1, 39, 8, 34, 38, 32, 7 and 42, constitute more than Ninety Percent (90%) of the Owners of the Property, as required by Section 15.2 of Declaration of Covenants, Conditions and Restrictions for The Mesa, as amended, for the amendment and modification thereof.

  
Roy Jacobsen, President of The  
Mesa Homeowners Association,  
Inc.

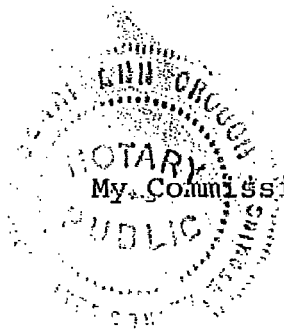
  
Thomas G. Laskowski, Secretary  
of The Mesa Homeowners Association,  
Inc.

01278

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

The foregoing instrument was acknowledged before me by Roy Jacobsen, President, and Thomas G. Laskowski, Secretary, of The Mesa Homeowners Association, Inc., a Wyoming Nonprofit Corporation, this 14th day of June, 1983.

Witness my hand and official seal.



Jerri Ann Crouch  
Notary Public

My Commission Expires: December 26, 1983.