

AFTER RECORDING PLEASE RETURN TO:

1174

Kent W. Larsen  
Martineau & Maak  
1800 Beneficial Life Tower  
36 South State Street  
Salt Lake City, Utah 84111

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CLERK & REC'D, COUNTY CLERK			

AMENDMENT TO DECLARATION  
OF  
PROTECTIVE COVENANTS AND RESTRICTIONS  
CONCERNING COMMERCIAL PROPERTY

THIS AMENDMENT TO DECLARATION is made and executed this 7 day of March, 1979 by PRUDENTIAL SERVICE CORPORATION, a Utah corporation whose address is 115 South Main Street, Salt Lake City, Utah 84111 (hereinafter referred to as "PSC").

RECITALS:

A. On April 5, 1976, Total Concept Development Corporation, a Utah corporation ("TCDC"), and PSC executed a "Declaration of Protective Covenants and Restrictions Concerning Commercial Property" (hereinafter referred to as the "Declaration"). The Declaration was recorded on June 2, 1976 as Entry No. 602692 in Book 616 at Page 445.

B. The Declaration provides for an arrangement whereby the provisions thereof may from time to time be caused to apply to certain "Parcels" contained within the following-described "Entire Tract" situated in Sweetwater County, State of Wyoming:

A piece, parcel or tract of land lying in the South Half of Section 33, Township 19 North, Range 105 West and in the Northwest Quarter of the Northwest Quarter of Section 4, Township 18 North, Range 105 West, both of the 6th P.M., Sweetwater County, Wyoming and being more particularly described as follows:

Beginning at a point that lies North 73° 24' 41" East a distance of 1,375.57 feet from the southwest corner of said Section 33; thence from the point of beginning North 64° 06' 45" East a distance of 1,581.87 feet along the northerly I-80 right-of-way line; thence continuing along said northerly I-80 right-of-way line, North 27° 33' 51" East a distance of 1,055.65 feet; thence North 89° 22' 42" West a distance of 434.04 feet to a point on a curve to the left whose radius is 378.95 feet and whose tangent at said point has a bearing of North 89° 22' 42" West; thence along said curve to the left a distance of 239.98 feet through a central angle of 36° 17' 00";

NOTE: This instrument concerns the "Declaration of Protective Covenants and Restrictions Concerning Commercial Property" recorded in Sweetwater County, Wyoming on June 2, 1976 as Entry No. 602692 in Book 616 at Page 445.



thence North 35°39'42" West a distance of 100 feet; thence South 54°20'18" West a distance of 2,736.49 feet; thence South 39°06'45" West a distance of 305.74 feet; thence South 58°06'45" West a distance of 119.33 feet; thence along the west line of said Section 33, South 2°01'47" East a distance of 138.58 feet to the southwest corner of said Section 33; thence along the west line of said Section 4, South 0°49'09" East a distance of 300.59 feet to a point on said west line; thence North 64°06'45" West a distance of 1,276.06 feet along the north right-of-way of Highway I-80; thence continuing along said I-80; thence continuing along said I-80 right-of-way, North 25°53'15" West a distance of 50 feet; thence continuing along said I-80 right-of-way, North 64°06'45" West a distance of 208.79 feet to the point of beginning; and

A piece, parcel or tract of land lying in the East Half of Section 33, Township 19 North, Range 105 West of the 6th P.M., Sweetwater County, Wyoming and being more particularly described as follows:

Beginning at a point on the east section line of said Section 33, which lies South 0°06'58" West a distance of 1,203.6 feet from the northeast corner of said Section 33; thence South 46°33'13" West a distance of 571.61 feet along the southerly right of way line of the School District No. 1 Access Road; thence continuing along the said southerly right of way line, South 54°20'18" West a distance of 594.29 feet; thence South 34°36'27" East a distance of 25.0 feet; thence South 54°20'18" West a distance of 1,416.26 feet to a point on a circular curve to the left whose radius is 200.00 feet and whose tangent at said point has a bearing of South 48°04'36" West; thence along said curve to the left in a southwesterly direction a distance of 360.02 feet through a central angle of 103°08'15" to a point on the northerly I-80 right-of-way; thence North 27°33'51" East along said northerly I-80 right-of-way line a distance of 68.0 feet; thence South 67°27'30" East along said northerly I-80 right-of-way line a distance of 807.85 feet to a point on a curve to the left whose radius is 5,529.86 feet and whose tangent at said point has a bearing of South 52°16'13" West, said, curve also being along the northerly I-80 right-of-way line; thence continuing said curve to the left a distance of 1,226.24 feet through a central angle of 12°42'19" to a point on said curve; thence along said curve to the left in a northeasterly direction, a distance of 602.01 feet through a central angle of 6°14'15" to a

point on the east section line of said Section 33; thence North  $0^{\circ}06'58''$  East along said east section line a distance of 812.02 feet to the point of beginning; and

A piece, parcel or tract of land lying in the South Half of Section 33, Township 19 North, Range 105 West of the 6th P.M., Sweetwater County, Wyoming and being more particularly described as follows:

Beginning at a point that lies on the center-line of said Section 33, South  $1^{\circ}01'28''$  East a distance of 2,953.99 feet from the north quarter corner of said Section 33; thence North  $55^{\circ}23'33''$  East a distance of 562.68 feet; thence South  $35^{\circ}39'42''$  East a distance of 333.33 feet to a point on a curve to the left whose radius is 200.0 feet and whose tangent at said point has a bearing of South  $48^{\circ}04'36''$  West; thence along said curve to the left in a southwesterly direction a distance of 360.02 feet through a central angle of  $103^{\circ}08'15''$ ; thence along the North right-of-way line of I-80, South  $27^{\circ}33'51''$  West a distance of 89.0 feet; thence North  $89^{\circ}22'42''$  West a distance of 434.04 feet to a point on a curve to the left whose radius is 378.95 feet and whose tangent at said point has a bearing of North  $89^{\circ}22'42''$  West; thence along said curve to the left in a southwesterly direction, a distance of 239.98 feet through a central angle of  $36^{\circ}17'00''$ ; thence North  $35^{\circ}39'42''$  West a distance of 100.0 feet; thence North  $54^{\circ}20'18''$  East a distance of 8.12 feet to a point on a curve to the left whose radius is 379.04 feet and whose tangent at said point has a bearing of North  $54^{\circ}20'18''$  East; thence along said curve to the left in a northeasterly direction a distance of 111.45 feet through a central angle of  $16^{\circ}50'46''$ ; thence North  $1^{\circ}01'28''$  West a distance of 246.04 feet to the point of beginning.

Excepting therefrom that portion lying north of the north right-of-way line of Foothill Drive.

C. Effective as of December 31, 1976, TCDC assigned, transferred and conveyed unto PSC all of the title, rights, interests, claims, powers, controls, authority, and privileges of or reserved to TCDC (as one of the "Declarants") under or provided for in the Declaration. Said Assignment was recorded on March 24, 1977 as Entry No. 776471 in Book 444, at Page 137-142.

D. PSC believes that it is appropriate and desirable to cause certain real property, in addition to that already included in the "Entire Tract", to be included in and become

part of the real property constituting the "Entire Tract", as defined in the Declaration, and to be covered by the terms and provisions of the Declaration, and as a result, that the Declaration should be amended for the purpose of including such additional property.

AGREEMENT:

NOW, THEREFORE, for the foregoing purpose, PSC hereby declares that the Declaration shall be and is hereby amended to include within the "Entire Tract" (as defined in the Declaration) the following described land situated in Sweetwater County, State of Wyoming:

See Exhibit "A" attached hereto and incorporated herein by this reference.

EXECUTED the day and year first above written.

PRUDENTIAL SERVICE CORPORATION,

By *Guy C. Frost*  
President

ATTEST:

*John B. Anderson*

STATE OF UTAH

COUNTY OF SALT LAKE

ss.

On this 7th day of MARCH, 1979, personally appeared before me GUY C. FROST and JOHN B. ANDERSON who being by me duly sworn did say that they are the President and SECRETARY, respectively, of PRUDENTIAL SERVICE CORPORATION, a Utah corporation, and that the foregoing Amendment to Declaration of Protective Covenants and Restrictions Concerning Commercial Property was signed on behalf of said corporation by authority of its By-Laws or a Resolution of its Board of Directors, and said GUY C. FROST and JOHN B. ANDERSON acknowledged to me that said corporation executed the same.

*Beth A. Marshall*  
Notary Public  
Residing at *Tramington, Id*

My Commission Expires:

*3-17-83*

CONSENT

THE UNDERSIGNED, WILLAMETTE DEVELOPMENT CORP., an Oregon corporation and the owner of a substantial portion of the real property included in the "Entire Tract" covered by the "Declaration of Protective Covenants and Restrictions Concerning Commercial Property" identified in the foregoing "Amendment to Declaration of Protective Covenants and Restrictions Concerning Commercial Property", hereby consents and agrees to the foregoing Amendment and to the inclusion of additional real property in the "Entire Tract" as provided for in said Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Consent this 4<sup>th</sup> day of APRIL, 1979.

WILLAMETTE DEVELOPMENT CORP.,  
an Oregon corporation

By [Signature]  
Its VICE PRESIDENT

[Affix Seal]

ATTEST:

[Signature]  
TITIC SECRETARY

STATE OF

|  
| ss.  
|

COUNTY OF

On this 4<sup>th</sup> day of APRIL, 1979, personally appeared before me JOHN H. GEIGER and JOHN DELJEWS III, who being by me duly sworn, did say that they are the VICE PRESIDENT and SECRETARY, respectively, of WILLAMETTE DEVELOPMENT CORP., an Oregon corporation, and that the foregoing Consent was signed on behalf of said corporation by authority of its By-Laws or a resolution of its Board of Directors, and said Officers acknowledged to me that said corporation executed the same.

[Signature]  
Notary Public

Residing at West T. Community  
Kentland, Or.

My Commission Expires:

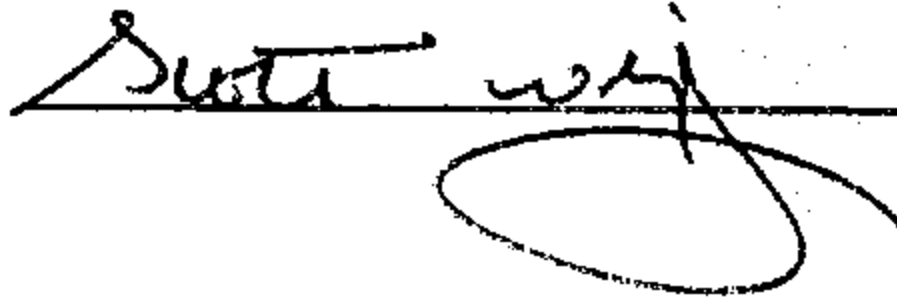
Sept 29, 1982

CONSENT

The undersigned, as the "Owner" of a "Parcel" of real property covered by the "Declaration of Protective Covenants and Restrictions Concerning Commercial Property" identified in the foregoing "Amendment to Declaration of Protective Covenants and Restrictions Concerning Commercial Property" hereby consents and agrees to the foregoing Amendment and to the inclusion of additional real property in the "Entire Tract" as provided for in said Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Consent this 23 day of April, 1979.

ALYCAN INTERSTATE CORPORATION



STATE OF UTAH           |  
                              | ss.  
COUNTY OF SALT LAKE |

On this 23 day of April, 1979, personally appeared before me Scott Whimpey, who being by me duly sworn did say that he is the President of ALYCAN INTERSTATE CORPORATION, a Utah corporation, and that the foregoing Consent to Declaration of Protective Covenants and Restrictions Concerning Commercial Property, was signed on behalf of said corporation, by authority of its By-Laws or a resolution of its Board of Directors, and acknowledged to me that said corporation executed the same.

Notary Public  
Residing at Salt Lake City

My Commission Expires:  
Feb. 6, 1983

CONSENT

The undersigned, as the "Owners" of a "Parcel" of real property covered by the "Declaration of Protective Covenants and Restrictions Concerning Commercial Property" identified in the foregoing "Amendment to Declaration of Protective Covenants and Restrictions Concerning Commercial Property" hereby consent and agree to the foregoing Amendment and to the inclusion of additional real property in the "Entire Tract" as provided for in said Amendment.

IN WITNESS WHEREOF, the undersigned have executed this Consent this 19th day of March, 1979.

Donald E. Pugh  
Donald E. Pugh

Lorin K. Pugh  
Lorin K. Pugh

STATE OF UTAH }  
COUNTY OF SALT LAKE } ss.

On this 19th day of March, 1979, personally appeared before me Lorin K. Pugh and Donald E. Pugh, who being by me duly sworn did sign the foregoing Consent to Declaration of Protective Covenants and Restrictions Concerning Commercial Property.

Helma S. Anderson  
Notary Public  
Residing at Heber City, Utah

My Commission Expires:  
November 1, 1980

CONSENT

The undersigned, as the "Owner" of a "Parcel" of real property covered by the "Declaration of Protective Covenants and Restrictions Concerning Commercial Property" identified in the foregoing "Amendment to Declaration of Protective Covenants and Restrictions Concerning Commercial Property" hereby consents and agrees to the foregoing Amendment and to the inclusion of additional real property in the "Entire Tract" as provided for in said Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Consent this 7 day of July, 1979.

MR. ALS INC.

*[Handwritten signature]*

STATE OF

COUNTY OF

ss.

On this 7 day of July, 1979, personally appeared before me Trudy H. Taylor, who being by me duly sworn did say that he is the President of MR. ALS INC., a corporation, and that the foregoing Consent to Declaration of Protective Covenants and Restrictions Concerning Commercial Property, was signed on behalf of said corporation, by authority of its By-Laws or a resolution of its Board of Directors, and acknowledged to me that said corporation executed the same.

Notary Public  
Residing at 616 1/2



My Commission Expires:

December 31, 1982



CONSENT

The undersigned, as the "Owner" of a "Parcel" of real property covered by the "Declaration of Protective Covenants and Restrictions Concerning Commercial Property" identified in the foregoing "Amendment to Declaration of Protective Covenants and Restrictions Concerning Commercial Property" hereby consents and agrees to the foregoing Amendment and to the inclusion of additional real property in the "Entire Tract" as provided for in said Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Consent this 20 day of March, 1979.

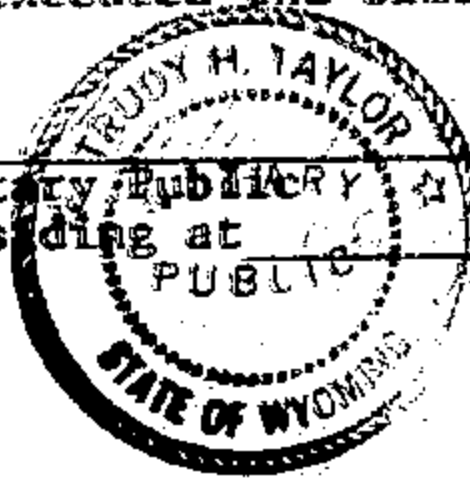
  
WILLIAM R. McCURTAIN

STATE OF  
COUNTY OF

ss.

On this 20 day of March, 1979, personally appeared before me WILLIAM R. McCURTAIN, the signer of the foregoing Consent to Declaration of Protective Covenants and Restrictions Concerning Commercial Property, who duly acknowledged to me that he executed the same.

Notary Public  
Residing at



My Commission Expires:

1-1-80

CONSENT

The undersigned, as the "Owner" of a "Parcel" of real property covered by the "Declaration of Protective Covenants and Restrictions Concerning Commercial Property" identified in the foregoing "Amendment to Declaration of Protective Covenants and Restrictions Concerning Commercial Property" hereby consents and agrees to the foregoing Amendment and to the inclusion of additional real property in the "Entire Tract" as provided for in said Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Consent this \_\_\_\_\_ day of \_\_\_\_\_, 1979.

KLI-NAC INC.

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 1979, personally appeared before me \_\_\_\_\_, who being by me duly sworn did say that he is the \_\_\_\_\_ of KLI-NAC INC., a \_\_\_\_\_ corporation, and that the foregoing Consent to Declaration of Protective Covenants and Restrictions Concerning Commercial Property, was signed on behalf of said corporation, by authority of its By-Laws or a resolution of its Board of Directors, and acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
Notary Public  
Residing at \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

CONSENT

The undersigned, as the "Owner" of a "Parcel" of real property covered by the "Declaration of Protective Covenants and Restrictions Concerning Commercial Property" identified in the foregoing "Amendment to Declaration of Protective Covenants and Restrictions Concerning Commercial Property" hereby consents and agrees to the foregoing Amendment and to the inclusion of additional real property in the "Entire Tract" as provided for in said Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Consent this \_\_\_\_\_ day of \_\_\_\_\_, 1979.

BOARD OF AMERICAN MISSIONS OF  
THE LUTHERAN CHURCH OF AMERICA

STATE OF \_\_\_\_\_

ss.

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 1979, personally appeared before me \_\_\_\_\_, who being by me duly sworn did say that he is the \_\_\_\_\_ of BOARD OF AMERICA MISSIONS OF THE LUTHERAN CHURCH OF AMERICA, a \_\_\_\_\_, and that the foregoing Consent to Declaration of Protective Covenants and Restrictions Concerning Commercial Property, was signed on behalf of said corporation, by authority of its By-Laws or a resolution of its Board of Directors, and acknowledged to me that said corporation executed the same.

Notary Public  
Residing at \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

BUSH & GUDGELL, INC.

ENGINEERING AND LAND SURVEYING

1185

EXHIBIT A

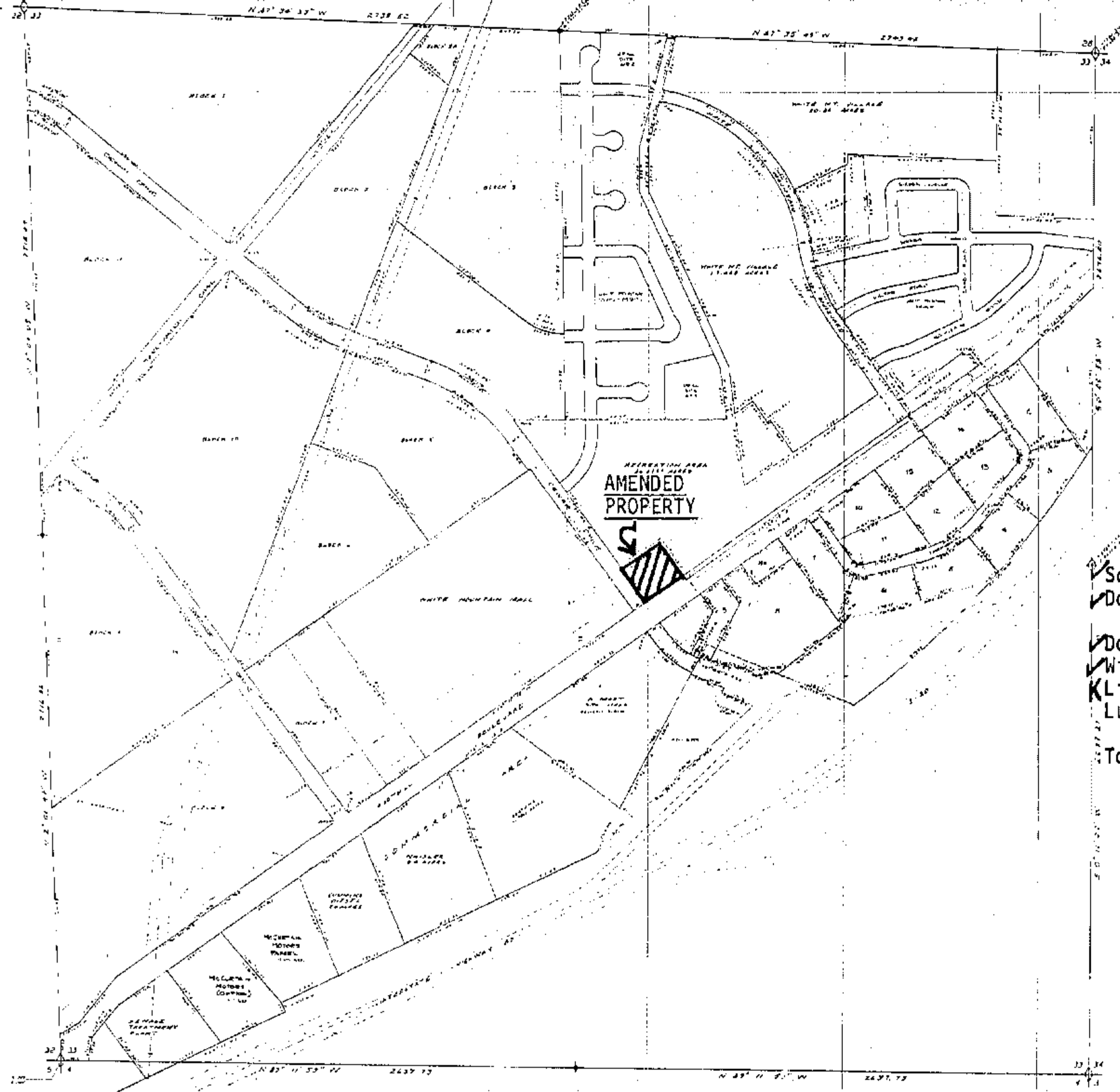
September 28, 1977

DESCRIPTION FOR FIDUCIARY SERVICE

A parcel of land located in the Northeast 1/4 of Section 33,

Township 19 North, Range 105 West, 6th Principal Meridian, Sweetwater County, Wyoming and being more particularly described as follows:

Beginning at a point on the easterly right-of-way line of Dewar Drive and the northerly right-of-way line of Foothill Boulevard, said point being  $S65^{\circ}20'11''W$  2101.54 feet from the East 1/4 Corner of Section 33, Township 19 North, Range 105 West, 6th Principal Meridian and running thence  $N35^{\circ}19'42''W$  212.65 feet along the easterly right-of-way line of said Dewar Drive to a point on a line of Parcel 3 as shown on a Plat of "The Village At White Mountain" as recorded in the office of the County Clerk, Sweetwater County Court House, Green River, Wyoming; thence  $N55^{\circ}25'03''E$  213.40 feet along said line of Parcel 3; thence  $S35^{\circ}19'42''E$  212.24 feet along said line of Parcel 3 to a point on the northerly right-of-way line of said Foothill Boulevard; thence  $S65^{\circ}20'11''W$  2101.54 feet to the point of beginning. Contains 1.125 acres.



✓ Scott Wimpey	2.082
✓ Donald E. Lorin	5.00
✓ Pugh	2.00
✓ Don Haddock	4.696
✓ William McCurtain	1.00
✓ Li-Nac	4.00
✓ Lutheran Church	
Total Acres	18.778
70%	13.144
Signed	13.778