SECOPDED NOV 27 1990 AT 3/15 PM
IN BOOK 8/2 PAGE /364 SEEN RIVER WYD.

10 1078755 ALBERT & VESCO, COUNTY CLERK

001364

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

TO WHOM IT MAY CONCERN:

WHEREAS, Mildred H. Collier is the successor in interest to Northwest Homes, Inc.; and

WHEREAS, Mildred H. Collier, as successor in interest to Northwest Homes, Inc., is the owner of record of a majority of the following described lots situated in Canyon Terrace Addition to the Town of Green River, Sweetwater County, Wyoming, as said lots are laid out on the duly recorded plat thereof:

IN BLOCK ONE (1): Lots One (1), Two (2), Three (3), and Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13).

IN BLOCK TWO (2): Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20).

IN BLOCK THREE (3): Lots One (1), Two (2), Three (3);

and

WHEREAS, under date of October 6, 1980, said Northwest Homes, Inc., caused to be recorded a certain Declaration of Protective Covenants with respect to the above-described Lots and Blocks, which Declaration of Protective Covenants was recorded in the office of the County Clerk and Ex-Officio Register of Deeds within and for Sweetwater County, Wyoming, in Book 714, at Pages 1931-1934, with Receiving Number 831980; and

WHEREAS, Mildred H. Collier, as successor in interest to Northwest Homes, Inc., desires to amend certain of the covenants contained within the above-described document.

NOW, THEREFORE, TAKE NOTICE AS FOLLOWS:

That "Land Use and Building Type," Paragraph 1, shall be amended to read:

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on Block 1, Lots 1 through 14, Block 2, Lots 1 through 20, Block 3, Lots 1 through 3, other than one detached single family dwelling not to exceed 2 stories in height and a private attached garage for not less than 2 cars nor more than 4 cars. All construction shall be new.

That "Dwelling Cost, Quality and Size," Paragraph 3, shall be amended to read:

3. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost of less than \$50,000.00, based upon cost levels as prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants 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

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recorded at the minimum cost stated herein for the minimum dwelling size. The habitable floor area immediately above the mud sill shall not be less than 1200 square feet for any dwelling, or in accordance with R-1 zoning per Town of Green River, Wyoming ordinances. All dwellings shall have a minimum of a 2-car attached garage.

That "Procedure," Paragraph 18, shall be amended to read:

18. PROCEDURE: The committee's approval or disapproval required in 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 shall not relieve any proposed builder from his legal responsibility to comply with the covenants, conditions, and restrictions contained herein.

That except as hereby amended, said Declaration of Protective Covenants shall remain in full force and effect as therein set forth.

IN WITNESS WHEREOF, the undersigned hereto executed this Amendment to Declaration of Protective Covenants this 27 day of Maxember, 1990.

Mildred H. Collier

THE STATE OF WYOMING)

COUNTY OF SWEETWATER)

Foregoing instrument was acknowledged before me this

hand and official seal.

Notary Public

en Expires:

3 1992

RECOPDED NOV 27 1990 4: 3/15 PM
IN BOOK 8/2 3406 / 364 SEEK RIVER WYO.

4.078755 ALBERT & VESCO, COUNTY CLERK

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Mildred H. Collier

THE STATE OF WYOMING) ss

COUNTY OF SWEETWATER

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Notary Public

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