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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

THIS AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS is made this 18th day of  
February, 1982, by Alan F. Scott, Roy Jacobsen and SEBCO, Inc.  
(hereinafter "Declarant").

WHEREAS, Declarant is the owner 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 Exhibit "A" attached hereto and by this reference made a part hereof;

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 1471, inclusive; and

WHEREAS, Declarant desires to amend said Declaration heretofore recorded in certain particulars;

NOW, THEREFORE, Declarant does hereby amend said Declaration of Covenants, Conditions and Restrictions for the Mesa, as follows:

A. 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 \_\_\_\_\_ and \_\_\_\_\_, 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 \_\_\_\_\_ at Pages \_\_\_\_\_ 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



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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.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration, as amended, shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot.

B. Section 4.9 of said Declaration is amended to read as follows:

4.9 Due Dates for Assessment Payments. Unless otherwise determined by the Board, the annual assessments and any special assessments which are to be paid shall be paid in monthly installments and shall be due and payable to the Association at its office, without notice, on the first day of each month. If any such assessment, or installment thereof, shall not be paid within thirty (30) days after it shall have become due and payable, then the Board may assess interest thereon as hereafter provided.

C. Section 4.12 of said Declaration is amended to read as follows:

4.12 Effect of Nonpayment of Assessments. If any annual assessment or special assessment, or any monthly installment thereof, is not fully paid within thirty (30) days after the same becomes due and payable, or if any default assessment shall arise under the provisions of Sections 6.4, 7.3, 9.1 or 9.2, then, in any of such events, interest shall accrue at the rate of Twelve Percent (12%) per annum from the due date on any amount thereof which was not paid within such thirty (30) day period or on the amount of the default assessment, whichever shall be applicable. The Association shall, within a reasonable time after perfecting its lien as described in 4.11 above, if such assessments remain unpaid, thereafter bring an action at law or in equity, or both, against any Owner personally obligated to pay the same and shall also proceed, if it desires to foreclose its lien against the specific Lot in the manner and form provided by Wyoming for foreclosure of mechanics' liens in and through the courts. In the event that any such assessment is not paid in full when due and the Association shall commence such an action (or shall counterclaim or cross claim in any such action) against any Owner personally obligated to pay the same or shall proceed to foreclose its lien against the specific Lot, then the Association's costs, expenses, and reasonable attorneys' fees incurred for preparing and recording any lien notice, and the Association's costs of suit, expenses, and reasonable attorneys' fees incurred for any such action and foreclosure proceedings shall be taxed by the court as a part of the costs of any such action or proceeding and shall be recoverable by the Association from any Owner personally obligated to pay the same and from the proceeds from the foreclosure sale of the specific Lot in satisfaction of the Association's

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lien. Foreclosure or attempted foreclosure by the Association of its foregoing lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessments which are not fully paid when due or for any subsequent default assessments. The Owner of any Lot being foreclosed upon shall be required to pay to the Association all monthly installments, if any, for the Lot during the period of foreclosure, and the Association shall be entitled to a receiver appointed to collect the same. The Association shall have the power and right to bid in or purchase any Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the Association vote appurtenant to ownership thereof, convey, or otherwise deal with the same.

D. Section 12.4 of said Declaration is hereby deleted from said Declaration.

E. 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, 1983, whichever first occurs.

F. Section 16.2 of said Declaration is amended to read as follows:

16.2 Deemed to Constitute a Nuisance. Every violation of these covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefor by law or equity against an Owner, shall be applicable against every such violation and may be exercised by the Association or any Owner pursuant to Paragraph 16.1 of this Section.

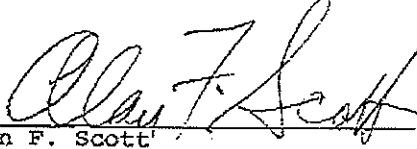
In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the reasonable attorneys' fees of the prevailing party or parties in the amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

The failure of the Association or any Owner to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations of or the right to enforce any other conditions, covenants, restrictions or reservations, and the Association or any Owner shall not be liable therefor.

1129

DECLARANT DOES 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   
President

State of Washington )  
County of King ) ss.

The foregoing instrument was acknowledged before me by Alan F. Scott this 18<sup>th</sup> day of February, 1982.

Witness my hand and official seal.

  
Notary Public

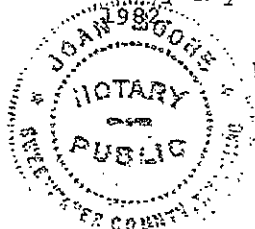
My Commission Expires: October 22, 1985

1. 2. 3.

The State of Wyoming )  
County of Sweetwater ) ss.

The foregoing instrument was acknowledged before me by Roy Jacobsen this 22nd. day of February, 1941.

Witness my hand and official seal.



John Moore  
Notary Public

My Commission Expires: June 11, 1983

The State of Washington )  
County of King ) ss.

The foregoing instrument was acknowledged before me by J.G. Blasingame, President of SEBCO, Inc., this 18<sup>th</sup> day of February, 1982.

Witness my hand and official seal.



Cristel K. Werner  
Notary Public

My Commission Expires: October 22 1985

## EXHIBIT "A"

3441

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 109.00 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 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60.



An Addition to the City of Green River, Wyoming. Located in the NW/4 of the SW/4 of Section 26, T 18 N, R 107 W of the 6th P.M., Sweetwater County, Wyoming.

Read how the physical therapist saw R.L.B. after his second stroke. (p. 10)

[illegible]

NOTE  
See sheet number 3 for Typical building elevations.  
Indication of water is shown by a Small Circle  
for fountains, irrigation, pool & water.



**Add:** In the City of Great River at or near its south end, pages 1518-1543, at the Post and Courier Office, Newmarket County, Virginia, LC.

[illegible][illegible][illegible]

**THE MESA**  
A pioneer unit development  
Designed By  
WILLIAM C. ANDERSON P.E.  
writing consultant  
Green Park, Wyoming  
By: M.C.C.      Job No. 05-02  
Date: 12/1/79      Sheet: 1 of 1

**FINAL PLAT**  
for  
**THE MESA**  
A phased unit development  
Prepared By  
**WILLIAM S. KENNEDY PC**  
SANTA MONICA, CALIFORNIA  
GLEN HILL, WYOMING  
By: 8072 L  
As to 15: 80  
Date: 11/1/15

1457

RECORDED	MAR 1 - 1982	1 P
BOOK	728	436-41
NO.	869062	ALAN F. SCOTT, ROY JACOBSEN, INC.

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

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 18th day of February, 1982, by Alan F. Scott, Roy Jacobsen and SEBCO, Inc. (hereinafter "Declarant").

WHEREAS, Declarant is the owner 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 Exhibit "A" attached hereto and by this reference made a part hereof;

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 1471, inclusive; and

WHEREAS, Declarant desires to amend said Declaration heretofore recorded in certain particulars;

NOW, THEREFORE, Declarant does hereby amend said Declaration of Covenants, Conditions and Restrictions for the Mesa, as follows:

A. 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 \_\_\_\_\_ and \_\_\_\_\_, 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 \_\_\_\_\_ at Pages \_\_\_\_\_ 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.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration, as amended, shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot.

B. Section 4.9 of said Declaration is amended to read as follows:

4.9 Due Dates for Assessment Payments. Unless otherwise determined by the Board, the annual assessments and any special assessments which are to be paid shall be paid in monthly installments and shall be due and payable to the Association at its office, without notice, on the first day of each month. If any such assessment, or installment thereof, shall not be paid within thirty (30) days after it shall have become due and payable, then the Board may assess interest thereon as hereafter provided.

C. Section 4.12 of said Declaration is amended to read as follows:

4.12 Effect of Nonpayment of Assessments. If any annual assessment or special assessment, or any monthly installment thereof, is not fully paid within thirty (30) days after the same becomes due and payable, or if any default assessment shall arise under the provisions of Sections 6.4, 7.3, 9.1 or 9.2, then, in any of such events, interest shall accrue at the rate of Twelve Percent (12%) per annum from the due date on any amount thereof which was not paid within such thirty (30) day period or on the amount of the default assessment, whichever shall be applicable. The Association shall, within a reasonable time after perfecting its lien as described in 4.11 above, if such assessments remain unpaid, thereafter bring an action at law or in equity, or both, against any Owner personally obligated to pay the same and shall also proceed, if it desires to foreclose its lien against the specific Lot in the manner and form provided by Wyoming for foreclosure of mechanics' liens in and through the courts. In the event that any such assessment is not paid in full when due and the Association shall commence such an action (or shall counterclaim or cross claim in any such action) against any Owner personally obligated to pay the same or shall proceed to foreclose its lien against the specific Lot, then the Association's costs, expenses, and reasonable attorneys' fees incurred for preparing and recording any lien notice, and the Association's costs of suit, expenses, and reasonable attorneys' fees incurred for any such action and foreclosure proceedings shall be taxed by the court as a part of the costs of any such action or proceeding and shall be recoverable by the Association from any Owner personally obligated to pay the same and from the proceeds from the foreclosure sale of the specific Lot in satisfaction of the Association's

lien. Foreclosure or attempted foreclosure by the Association of its foregoing lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessments which are not fully paid when due or for any subsequent default assessments. The Owner of any Lot being foreclosed upon shall be required to pay to the Association all monthly installments, if any, for the Lot during the period of foreclosure, and the Association shall be entitled to a receiver appointed to collect the same. The Association shall have the power and right to bid in or purchase any Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the Association vote appurtenant to ownership thereof, convey, or otherwise deal with the same.

D. Section 12.4 of said Declaration is hereby deleted from said Declaration.

E. 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, 1983, whichever first occurs.

F. Section 16.2 of said Declaration is amended to read as follows:

16.2 Deemed to Constitute a Nuisance. Every violation of these covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefor by law or equity against an Owner, shall be applicable against every such violation and may be exercised by the Association or any Owner pursuant to Paragraph 16.1 of this Section.


In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the reasonable attorneys' fees of the prevailing party or parties in the amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

The failure of the Association or any Owner to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations of or the right to enforce any other conditions, covenants, restrictions or reservations, and the Association or any Owner shall not be liable therefor.

DECLARANT DOES 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 J. L. Blumigone  
President

*Jay Blasingame*  
Secretary

State of Washington )  
 : ss.  
County of King )

The foregoing instrument was acknowledged before me by Alan F. Scott this 18<sup>th</sup> day of February, 1982.

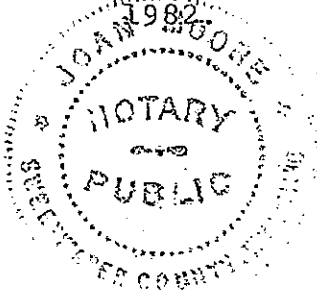
Witness my hand and official seal.

Cristel K. Werner  
Notary Public

My Commission Expires: October 22, 1985

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

The foregoing instrument was acknowledged before  
 me by Roy Jacobsen this 22nd. day of February,



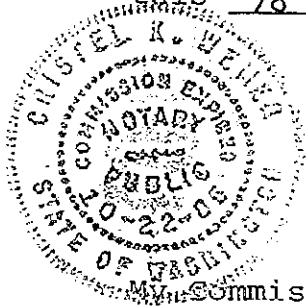
Witness my hand and official seal.

Joan Moore  
 Notary Public

My Commission Expires: June 11, 1983

The State of Washington )  
 : ss.  
 County of King )

The foregoing instrument was acknowledged before  
 me by J.G. Blasingame, President of SEBCO, Inc.,  
 this 18<sup>th</sup> day of February, 1982.



Witness my hand and official seal.

Cristel K. Werner  
 Notary Public

My Commission Expires: October 22, 1985

## EXHIBIT "A"

0441

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 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60.



## SPECIAL WARRANTY DEED

THIS DEED, made this 2nd day of November, 1981, by and between SEBCO, Inc., a Corporation organized and existing under and by virtue of the laws of the State of Washington, and having its principal place of business in the County of King, State of Washington, Alan F. Scott and Roy Jacobsen, as the Grantors, and The Mesa Homeowners Association, Inc., hereinafter referred to as the "Association", a Nonprofit Corporation organized and existing under and by virtue of the laws of the State of Wyoming, and having its principal place of business in the County of Sweetwater, State of Wyoming, whose mailing address is 661 Uinta Drive, Green River, Wyoming 82935, as the Grantee, witnesseth as follows:

WHEREAS, the above named Grantors are the owners in fee of certain real property situate in the City of Green River, County of Sweetwater, State of Wyoming, and have heretofore executed and recorded, or caused to be executed and recorded, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, the following described instruments:

(1) Subdivision Plat 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, a planned unit development, hereinafter referred to as the "Plat", recorded on the 3rd day of August, 1981, in the Book of Plats at Pages 266, 266A and 266B; and

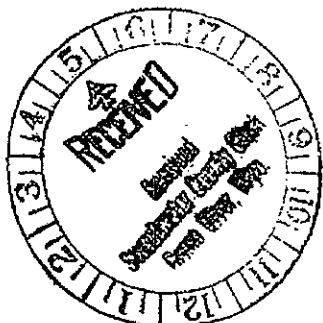
(2) Declaration of Covenants, Conditions and Restrictions for The Mesa, an Addition to the City of Green River, Wyoming, located in the NW/4SW/4 of Section 26, Township 18 North, Range 107 West of the 6th P.M., Sweetwater County, Wyoming, a planned unit development, hereinafter referred to as the "Declaration", recorded on the 4th day of November, 1981, in Book 725 at Pages 1431-1471; and

WHEREAS, the above described Plat subdivided the real property described therein into 60 Lots and the Common Area, and the above described Declaration designated 30 of said Lots for development as the first phase of an overall plan to develop all of the real property covered by said Plat; and

WHEREAS, according to Section II, Paragraph 2.3, of the above described Declaration, the Grantors have heretofore agreed to convey all of their right, title and interest in and to the Common Area within the real property covered by said Declaration to the Association;

NOW, THEREFORE, in accordance with the foregoing, and for and in consideration of Ten Dollars and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, the Grantors, by these presents, do hereby grant, bargain, sell, convey and warrant unto the said Association, as the Grantee, the following described real property, situate in Green River, Sweetwater County, Wyoming, and particularly described as follows, to wit:

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:



RECORDED	NOV 4 - 1981	AS	SP
BOOK	725	PAGE	1472-1
TE	861812	GREEN RIVER, WYO.	
ALBERT J. GREEN, COUNTY CLERK			

725/1473

Beginning at a point that lies South 86°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°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°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°01'23", a distance of 282.35 feet; thence South 54°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°56'23" a distance of 263.61 feet; thence South 1°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°00'00", a distance of 31.42 feet to a point on the northerly line of Shoshone Avenue; thence North 88°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°12'00", a distance of 181.06 feet; thence North 70°00'00" West continuing along said northerly line of Shoshone Avenue, a distance of 29.35 feet; thence North 2°32'46" East a distance of 669.13 feet to the true point of beginning, excepting therefrom Lots One (1) through Sixty (60), inclusive, together with all appurtenances situate thereon and appertaining thereto, subject, however, to all exceptions, reservations and restrictions of record and to all liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities, pro-rated from the date of delivery of this Special Warranty Deed to the Association.

IN WITNESS WHEREOF, the Grantors have executed this Deed the day and year first above written.



ATTEST:

Jay Blasingame  
Secretary

SEBCO, Inc., a Washington Corporation

By J. G. Blasingame  
Alan F. Scott

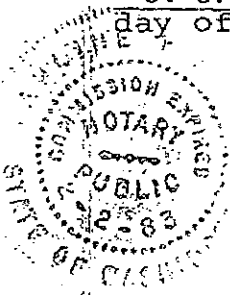
Alan F. Scott

Roy Jacobsen  
Roy Jacobsen

State of Washington )  
 : ss.  
County of King )

The foregoing instrument was acknowledged before me by  
J. G. Blasingame, President of SEBCO, Inc., this 2nd  
day of November, 1981.

Witness my hand and official seal.



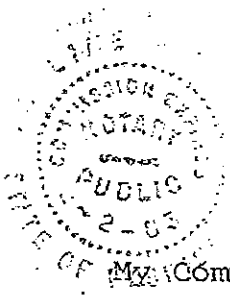
Pauline Pierre  
Notary Public

My Commission Expires: 2/2/83.

State of Washington )  
 : ss.  
County of King )

The foregoing instrument was acknowledged before me by  
Alan F. Scott, this 2nd day of November, 1981.

Witness my hand and official seal.



Pauline Pierre  
Notary Public

My Commission Expires: 2/2/83.

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

The foregoing instrument was acknowledged before me by  
Roy Jacobsen, this 4th. day of November, 1981.

Witness my hand and official seal.

Roy Jacobsen  
Notary Public

My Commission Expires: June 11, 1983.