

AMENDMENTS TO PROTECTIVE COVENANTS TO COUNTRY CLUB ESTATES, 9TH ADDITION TO THE CITY OF ROCK SPRINGS, WYOMING

TO WHOM IT MAY CONCERN:

WHEREAS, on July 2, 1969, B and N Development Company, a Wyoming corporation, caused to be recorded in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, in Book 424 at Pages 527-531, an instrument entitled "Declaration of Protective Covenants," covering the following described real property:

Lots 1 through 10 of Block 1; Lots 1 and 2 of Block 4; Lot 1, Block 2; Lots 1 and 2 of Block 3; all of Country Club Estates, 9th Addition to the City of Rock Springs, Sweetwater County, Wyoming, as laid down on the duly recorded plat of said addition.

WHEREAS, it is the intention of the parties hereto to amend Article 3 entitled "Dwelling Cost, Quality and Size," and Article 5 entitled "Lot Area and Width," and Article 13 entitled "Easements" of said original instrument, to change the habitable floor area immediately above the mud sill from 1,000 square feet to 750 square feet; and to change minimum lot area from 6,000 square feet to 5,000 square feet, and to preserve all other requirements of said articles.

WHEREAS, all parties owning real property in the tract described above have been included and joined in this instrument.

THEREFORE, TAKE NOTICE AS FOLLOWS:

- 1. That Article 3 of said original instrument be amended to read and provide as follows:
 - dwelling shall be permitted on any lot at a cost of less than \$15,000.00, 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 workmenship and materials substantially the same or better than those which can be produced on the date these covenants are 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 750 square feet for any dwelling."
- 2. That Article 5 of said original instrument be amended to read and provide as follows:
 - "5. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 5,000 square feet."
- 3. That Article 13 of said original instrument be amended to read and provide as follows:
 - "13. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure,

planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible."

- 4. That all other provisions contained in Articles of the original instrument, as amended by the first amendment hereto, and all other provisions not in conflict with such amendments shall remain in full force and effect.
- 5. That the undersigned hereby certifies that it is the owner of all real property contained in Country Club Estates, 9th Addition to the City of Rock Springs, Sweetwater County, Wyoming.

DATED this 24th day of July, 1969.

B & N DEVELOPMENT COMPANY,

a Wyoming Corporation

By: Some Sant

By: J.E. Giovanini, Secretary

STATE OF WYOMING)

County of Sweetwater)

On this 24th day of July, 1969, before me appeared Ray Prouhet and J. E. Giovanini, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of B & N Development Company, a corporation organized and existing under the laws of the State of Wyoming, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said persons acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal the date above written.

My commission expires:

: SS.

Notary Public