

RECORD # J May 5, 1981 AT 11:57 A.M.  
IN BOOK 172 PAGE 122 GREEN LITER, WYO.  
NO. 70978 LUKE HARRIGAN, COUNTY CLERK

RESTRICTION AGREEMENT

WHEREAS, Collins Construction Company, is the owner of the following described Real Estate, Situated in Rock Springs, County of Sweetwater, State of Wyoming, to wit: All of the Lynn Addition to the City of Rock Springs, as the same is platted and filed or record.

WHEREAS, Collins Construction Company as owner of said Real Estate hereinbefore described desires to place restrictions against the title to said Real Estate.

NOW THEREFORE, in consideration of the premises, the following restrictions are hereby created and declared to be covenants running with the title and land hereinbefore described and each and every part thereof and the undersigned owner hereby declares that the aforesaid land above referred to is to be held and should be conveyed subject to the following reservations, restrictions and covenants herein-after set forth:

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 any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.

DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$9,000.00 based upon cost levels prevailing on the date these covenants are recorded, such cost to include the cost of the improved lot valued at \$2,000.00. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 800 square feet for a one-story dwelling, nor less than 800 feet for a dwelling of more than one story.

BUILDING LOCATION. No building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 10 feet to any side street line.

NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may be an annoyance or nuisance to the neighborhood.

TEMPORARY STRUCTURES. No structure of a temporary character, trailer, incement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

WHO MAY ENFORCE. The covenants herein contained are understood and agreed to be such and shall be taken and held for the benefit of all lot owners and all lot owners shall individually have the right to enforce the restrictive covenants in this instrument.

SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS the hand of said Grantors, this 5th day of May A.D. 1951

Signed in the presence of  
and Attested by:  
[Signature]  
Secretary

[Signature]  
COLLINS CONSTRUCTION COMPANY

By [Signature]  
President

The State of Wyoming)  
County of Sweetwater) ss.

On this 5th day of May, 1951, before me appeared Joseph H. Collins, to me personally known, who, being by me sworn did say that he is the President of the Collins Construction Company, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Joseph H. Collins acknowledged said instrument to be the free act and deed of said corporation, and that said corporation has no corporate seal.

[Signature]  
Notary Public

My commission expires July 6, 1952