

## RESTRICTION AGREEMENT

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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 Beverly Hills Addition to Rock Springs, as the same is platted and filed of 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 hereinafter set forth:

LAND USE AND BUILDING TYPE:

Multiple family dwellings and apartment houses, together with not more than one single car garage for each unit or apartment may be erected only on lots in Block six (6) and seven (7) in said Addition, provided, that they meet the building location and other requirements as herein provided.

Duplex dwellings, together with not more than one single car garage for each apartment may be erected on any lot in said Addition, provided, that they meet the building location and other requirements as herein provided.

Single family dwellings and a private garage for not more than two cars may be erected on any lot in said Addition.

No fence or wall shall be erected, placed or altered on any



lot nearer to any street than the minimum set-back line.

Multiple family dwellings and apartment houses, duplex dwellings and single family dwellings erected on any lot in said Addition shall not exceed three (3) stories in height.

DWELLING COST, QUALITY AND SIZE:

No single family dwelling shall be permitted on any lot at a cost less than Nine Thousand Dollars (\$9,000.00), based upon cost levels prevailing on the date these covenants are recorded; said cost to include the cost of the improved lot valued at Two Thousand Dollars (\$2,000.00); the ground floor area of the single family dwelling main structure, exclusive of one story open porches and garages, shall be not less than Eight Hundred (800) square feet for a one story dwelling, nor less than Eight Hundred (800) square feet for a dwelling of more than one story.

No duplex dwelling shall be permitted on any lot at a cost of less than Fifteen Thousand Dollars (\$15,000.00), based upon cost levels prevailing on the date these covenants are recorded; such cost to include the cost of the improved lot valued at Two Thousand Dollars (\$2,000.00); the ground floor area of the main structure of the duplex, exclusive of one story open porches and garages, shall be not less than Fifteen Hundred (1500) square feet for a one story duplex, and not less than Fifteen Hundred (1500) square feet for a duplex of more than one story.

No multiple family dwelling and apartment houses shall be permitted on any lot at a cost less than Six Thousand Dollars (\$6,000.00) for each apartment, based upon cost levels prevailing on the date these covenants are recorded; such cost to exclude the cost of the lot or lots on which said buildings are built.

BUILDING LOCATION:

No building shall be located on any lot nearer than twenty (20) feet to the front lot line, or nearer than ten (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 an annoyance or nuisance to the neighborhood.

TEMPORARY STRUCTURES:

No structure of a temporary character, trailer, basement, 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 ten (10) years unless an instrument signed by a majority of the then owners of the lots have 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 judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.



COLLINS CONSTRUCTION COMPANY

BY: N. M. Thompson  
President

ATTEST:

[Signature]  
Assistant Secretary

STATE OF UTAH )

COUNTY OF WEBER )

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On this 14<sup>th</sup> day of March, 1953, before me personally appeared N. M. THOMPSON and M. J. DEAMER, to me known to be the persons described in and who executed the foregoing Restriction Agreement of COLLINS CONSTRUCTION COMPANY, and acknowledged that they executed the same as their free act and deed.



My Commission Expires:  
February 1, 1957

Virginia V. Fedel  
Notary Public  
Residing at Ogden, Utah