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Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.



Number 32 Bernard L. Rayor
to
423-154 The Public

* PROTECTIVE COVENANTS
*
* Filed February 18, 1947 at
* 4:59 P.M.

Restrictions falling a preference,
limitation or discrimination based
on race, color, religion, sex, handicap,
familial status, or national origin are
hereby declared to the extent such
restrictions violate 42 USC 3604(c).

Recites:

KNOW ALL MEN BY THESE PRESENTS that I, Bernard L. Rayor of Cheyenne, Laramie County, Wyoming, being the present owner of Rayor Addition to the City of Cheyenne, Laramie County, Wyoming, do hereby covenant and agree with all subsequent purchasers, heirs, executors, administrators and assigns of lots in said addition that all of lots except Lot 10 in Block 4, and Lot 7 in Block 5, of Rayor Addition, are held subject to and with the benefit of all the restrictions, conditions, covenants, charges, and agreements contained in the within Declaration of Protective Covenants. These Covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until January 1, 1972, at which time said Covenants shall be automatically extended for successive periods of 10 years, unless by vote of a majority of the than owners of lots it is agreed to change said Covenants in whole or in part. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said Addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant, and either to prevent them from so doing, or to recover damages or other dues for such violation. Invalidation of any one of these Covenants by judgment or court order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

A. All lots in the tract shall be known and described as residential lots, except Lot 10, Block 4 and Lot 7, Block 5, known as business lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling or one two-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

B. No building shall be erected, placed or altered on any building plot in this subdivision until the building plan, specifications, and plot plan showing the location of such building, have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Bernard L. Rayor and Sam Oscar Rayor. In the event of death or resignation of any member of said committee, the remaining member shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building



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continued

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or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee and of its designated representative shall cease on or after January 1, 1957. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision, and duly recorded, appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

C. In any event no building shall be located on any residential building plot nearer than 22 feet to the front lot line, nor nearer than 15 feet to any side street line. No Building, except a detached garage or other out building located 60 feet or more from the front lot line, shall be located nearer than 3 feet to any side lot line, nor nearer than 10 feet to any existing building in an adjacent residential building plot. No residence or attached appurtenance shall be erected on any lot farther than 40 feet from the front lot line.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 5000 square feet, or a width of less than 42 feet at the front building set back line.

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

F. No trailer, basement, tent, shack, garage, barn, or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

G. The ground floor area of the main structure, exclusive of one-story open porches and garage, shall be not less than 720 square feet in the case of a one-story structure, nor less than 650 square feet in the case of a one and one-half, or two story structure.

H. No person of other than the Caucasian race shall use or occupy any lot or plot, except that this clause is not intended to prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

I. No fence, wall, or other structure shall be constructed nearer than 22 feet to the front property line.

Signed: Bernard L. Rayor

Acknowledged February 18, 1947 before Mark A. Chapman, a Notary Public in Laramie County, Wyoming. (Notarial Seal)
Commission expires October 19, 1950.