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RECORD AUG 12 1976 T 10:57 O'CLOCK A.M.

407044

JANET C. WHITEHEAD, Recorder

Reception No. JANET C. WHITEHEAD, Recorder

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

JOHN E. KAHLER and
BONITA M. KAHLER,
HUSBAND and WIFE

TO

THE PUBLIC

DECLARATION OF PROTECTIVE
COVENANTS FOR

THUNDER BASIN ESTATES
SECOND FILING

A SUBDIVISION OF

The North one-half (1/2) of Section 34, Township 14 North,
Range 63 West, of the 6th P.M., Laramie County, Wyoming.
Containing 258.51 acres more or less.

EXCEPT

Beginning at the Northeast corner of Section 34, T14N, R63W,
6th P.M., Laramie County, Wyoming.

Thence N89°53'43"W, along the North boundary of said Section 34,
a distance of 3370 feet to a point, said point being the
Southwest corner of Tract 10, Block 1, Thunder Basin Estates,
Laramie County, Wyoming.

Thence S0°01'28"W, a distance of 796.75 feet to a point on
the North right-of-way of the Cheyenne Pipeline Company 6 inch
O.D. Petroleum Products pipeline.

Thence N89°50'13"E, along said pipeline right-of-way, a distance
of 3368.41 feet to a point on the East boundary of said Section 34,

Thence N0°08'17"E, along the East boundary of said Section 34,
a distance of 781.18 feet to the point of beginning.

Said parcel containing 60.84 acres more or less and subject
to a 40 foot right-of-way for County Road 6-78 and a 16.5
foot easement for Mountain States Bell Telephone Company buried
cable (Bk. 1048, pg. 266 at the Office of the Laramie County
Clerk and Register of Deeds) along the East boundary.

KNOW ALL MEN BY THESE PRESENTS: That Thunder Basin
Estates, Second Filing, a subdivision, a plat of which is on
file in the Office of the County Clerk, ex-officio of Deeds
of Laramie County, Wyoming, and said premises are now owned
and held subject to the restrictions, conditions and covenants
contained in this declaration by John E. Kahler and Bonita M.
Kahler, Husband and Wife, and said owners do hereby covenant
and agree that any subsequent grants of any lots, blocks or
tracts of said Thunder Basin Estates Second Filing, a sub-
division of the above described sections within Laramie
County, Wyoming, shall be subject to the covenants and
restrictions hereinafter set forth.

1. No structure other than one private single
family dwelling, together with a private garage and suitable
barn or shed for horses, for use in connection with said
single family dwelling shall be erected, placed or permitted

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to remain on any such residential tract. There are to be no unsightly buildings erected on the property. No trade, business, manufacture or sales, or nuisance of any kind shall be carried on or permitted upon said premises. Prior to any construction, including fencing, party(s) of second part shall establish the exact boundaries of the property purchased by having the same surveyed by a registered land surveyor of Laramie County, Wyoming.

2. No structure of a temporary character, basement, tent, shack, barracks, garage, barn or other outbuilding shall be used on any tract as a family dwelling, either temporarily or permanently. This covenant is not intended to prohibit a modular home, meeting the requirements of paragraph 4 herein, located on a permanent foundation and meeting Federal Housing Administration standards. However, this covenant shall not restrict a building contractor or land developer from maintaining a temporary office, tool shed, lumber shed, and/or sales office for the purpose of erecting and selling dwellings.

3. No parcel of land in the tract shall be divided, subdivided, split or sold in any manner whatsoever, in parcels of less than 4.1 acres; and, further, no more than one residence, together with such other buildings as provided for in (2) above, shall be placed, or allowed to remain upon, any such 4.1 parcel.

4. The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garage, of 1,000 square feet; except that where the said principal dwelling is a 1-1/2 or 2 story dwelling, the minimum may be reduced to 800 square feet of ground floor area, providing that the total living area of the 1-1/2 or 2 floors is not less than 1,200 square feet.

5. No building shall be located on any tract within sixty (60) feet of any boundary line.

6. Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and of a type approved by the State of Wyoming Department of Public Health. No septic tank or field system shall be nearer than fifty (50) feet to any building plot line except with the consent of the appropriate health officials of that County and State, and no sewage, waste water, trash, garbage or debris shall be emptied, discharged, or permitted to drain into any body of water in or adjacent to the property. No outside toilets or privies shall be permitted upon the premises. All toilet facilities must be a part of the residence and shall be of a modern flush type and connected with a proper septic tank system.

7. No tract shall be used or maintained as a dumping ground for rubbish or junk, specifically junked cars, unlicensed cars, appliances, etc. Trash, garbage or other waste shall be kept only in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No swine will be permitted on the premises.

8. No sign of any kind shall be displayed to the public view. Except, however, one sign of not more than thirty-two (32) square feet may be used to advertise the property for sale, or rent, or be used by a builder to advertise the property during the construction and sales period.

9. 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 _____, 1976, 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 tracts has been recorded agreeing to change said covenants in whole or in part.

10. Enforcement shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate the aforesaid provisions, restrictions and covenants, either to restrain violations or to recover damages, or both.

11. Invalidation of any one of these restrictions by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

DONE this 4TH day of AUGUST, 1976.

By John E. Kahler
JOHN E. KAHLER

and Bonita M. Kahler
BONITA M. KAHLER

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

Subscribed and sworn to before me this 4TH day of AUGUST, 1976, by persons known to me to be John E. and Bonita M. Kahler.

Ken M. Carter
Notary Public

My Commission expires:

