



DECLARATION OF CONVENANTS,
CONDITIONS AND RESTRICTIONS
For
ETNA VILLAGE ESTATES SUBDIVISION

ETNA VILLAGE ESTATES
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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ETNA VILLAGE ESTATES**

This Declaration of Covenants, Conditions, and Restrictions for Etna Village Estates is made and executed effective the 13th day of September, 2007, by Dream Venture II, LLC, a Wyoming limited liability company, hereinafter referred to as "Declarant."

RECITALS:

Declarant is the owner of certain real property located in the County of Lincoln, State of Wyoming, and more particularly described as follows:

The real property described in Exhibit "A" attached hereto and made a part hereof (the "Property").

In order to provide for the orderly development and controlled use of the Property and the residential Lots created in the subdivision of the Property, and to provide for the maintenance, repair, replacement and management of the common areas for the benefit of present and future Owners, and to protect the value and desirability of the Property as a premier residential real estate project, in a manner consistent with the requirements of the applicable Lincoln County Land Use Regulations, Declarant adopts the following Covenants.

Declarant hereby declares that the Property, and each and every Lot thereof, shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied and improved subject to the following limitations, restrictions, covenants and conditions (the "Covenants"), all of which are established and agreed upon for the purpose of enhancing and protecting the value and attractiveness of the Property. The Covenants shall run with the Property, and shall be binding upon all parties having or acquiring any right, title or interest in the Property, or any part thereof, and shall be for the benefit of each Owner of any portion of the Property, or any interest therein, and shall inure to the benefit of and be binding upon said successors in interest of the Owners thereof.

The Governing Documents for the Property shall be a collective term referring to this Declaration and any applicable Supplemental Declaration, the Bylaws of the Association, the Articles, the Design Guidelines, the Landscaping Plan, and any Rules and Regulations Governing Etna Village Estate that may be adopted by the Homeowners Association's Board of Directors and all amendments to such documents. The Governing Documents shall create a general plan of development for Etna Village Estates which may be supplemented as set forth herein. In the event of a conflict between or among the Governing Documents and any such additional covenants or restrictions, the Governing Documents shall control. Nothing contained herein shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Property from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. The Homeowners Association may, but shall not be required to, enforce any such covenants, restrictions or other instruments. All provisions of the Governing Documents shall apply to all Owners as well as their respective tenants, guests and invitees.

If any provision of this Declaration is determined by judgment or court order to be invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications.

NOW, THEREFORE, Declarant hereby declares that all of the properties described shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest on the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

DECLARATION:

ARTICLE I DEFINITIONS

- Section 1.1.** "Architectural Review Committee" means the Etna Village Estates Architectural Review Committee as defined in Article V, Section 5.2. herein and is the entity charged with the responsibility of reviewing submitted plans and drawings and enforcing the Design Standards and Guidelines as set forth in Article V, Section 5.1, and any supplements thereto.
- Section 1.2.** "Articles" means the Articles of Incorporation of the Association.
- Section 1.3.** "Association" or "Homeowners Association" means the Etna Village Estates Homeowners Association, a Wyoming nonprofit corporation, whose membership shall consist of all Owners of the Lots as set forth more specifically herein.
- Section 1.4.** "Board of Directors" or "Board" means the Board of Directors of the Homeowners Association, which is the management body of such Association.
- Section 1.5.** "Bylaws" means the Bylaws of the Association.
- Section 1.6.** "Common Area" means the common areas which are part of the Property designated as such on the Plat or as designated by Declarant on Exhibit "C," attached hereto and incorporated by reference herein. All utility pipes, lines or systems, roads and streets, walkways, parks, and other common property or facilities serving the Lots shall be Common Areas and shall be operated and maintained by the Association.
- Section 1.7.** "Common Roads" mean any roads within the Property which provide access to Lots and as more specifically defined as "Roadway System" below.
- Section 1.8.** "Common Services" mean services provided by the Association for the benefit of all of the Lots, including, but not limited to, snow removal, road maintenance, weed control and Common Area maintenance.
- Section 1.9.** "Covenant for Maintenance Assessments" means the Covenant agreed to by

each Lot Owner, by acceptance of the deed to such Lot, which creates certain legal obligations of the Lot Owner to pay for his share of the Common Services in the form of assessments, both annual and special, as more specifically set forth in Article IV, Section 4.1 herein.

- Section 1.10.** "Declaration" means these Covenants, Conditions and Restrictions and any Applicable Supplemental Declarations.
- Section 1.11.** "Declarant" means Dream Venture II, LLC, a Wyoming limited liability company, and its successors or assigns, as developers of the Property.
- Section 1.12.** "Design Standards or "Design Guidelines" means the architectural, design and construction standards, guidelines and review procedures adopted pursuant to Article V, as they may be amended or supplemented.
- Section 1.13.** "Lots" or "Lot" means the residential Lots created by the subdivision of the Property in accordance with the final subdivision plat filed in the Office of the Lincoln County Clerk.
- Section 1.14.** "Members" means the Lot Owners who comprise the Homeowners Association.
- Section 1.15.** "Owner" means the recorded Owner, or Owners if more than one, of a fee simple title to each Lot (including Declarant as long as any Lot remains unsold), including contract buyers, but excluding mortgagees or others having an interest merely as security for the performance of an obligation.
- Section 1.16.** "Plat" means the Final Plat for Etna Village Estates Subdivision- Phase I recorded with the Lincoln County Clerk as Plat No. 930932 and recorded on 7/3/07, as well as all plats filed as a future phase of Etna Village Estates Subdivision to include such additional property as may be subjected to this Declaration pursuant to Article XI.
- Section 1.17.** "Property" means the Property described in Exhibit "A" attached hereto and made a part hereof.
- Section 1.18.** "Roadway System" or "Roadways" or "Roads" means: (i) the roadway system designated on the Plat or as may be designated as Common Area by Declarant; and (ii) as referenced and described in the Access and Utility easements described and reserved on the Plat. All Lot Owners have easements for access and utilities for the benefit of their Lots over and across the Roadway System. The Roadway System shall include a 24-foot wide asphalt road. The Roadway System shall be designated as Common Area
- Section 1.19.** "Sidewalks" means those sidewalks to be located within the Access and Utility Easements designated on the Plat or on Exhibit "C," attached hereto and made a part hereof, or shown in a separate Sidewalk Plan adopted by Declarant or as may be designated in the Common Area by the Declarant. All sidewalks shall be designated as Common Area.

Section 1.20. "Supplemental Declaration" means an instrument filed in the Public Records pursuant to Article XI which imposes expressly or by reference additional restrictions and obligations on the land described in such instrument

ARTICLE II THE ASSOCIATION

Section 2.1. Membership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of a Lot, and Ownership of a Lot shall be the sole qualification for membership. Each person and/or entity in any multiply-owned Lot shall collectively constitute one Member.

Section 2.2. Voting. Voting by Members of the Association upon any matter allowing or requiring a vote of the Members shall be as follows: there shall be one (1) vote allowed for each Lot. If an Owner includes more than one person and/or entity, the vote for such Member shall be cast in such manner as the persons or entities constituting the same shall determine, but the decision of the Board as to the authority conferred upon one or more of the Owners in casting the vote of the Owner shall be conclusive and binding. Except for special assessments, adoption of the budget or amendments to this Declaration as set forth herein, all matters before the Association shall be governed by: (i) a majority vote of the quorum present for votes taken at a meeting of the Owners, or (ii) a majority vote of the Owners for votes taken by written ballot without meeting.

Section 2.3. Meetings of the Association.

- A. **Annual Meeting.** There shall be an annual meeting of the Association on a date and time and at a location in Lincoln County, Wyoming designated by the Board. The Board shall give written notice of each annual meeting not less than ten (10) days and not more than sixty (60) days in advance of such meeting and in accordance with Wyoming Law, W.S. § 17-19-705 (2007). At each annual meeting of the Association, the Members shall elect directors, and may appoint members of the Architectural Review Committee, to fill any expiring or vacant positions, and shall adopt the Association's annual budget and conduct such other business as determined by the Members.
- B. **Special Meetings.** Special meetings of the Members may be called by the Board, or by the written request of not less than fifteen percent (15%) of the Owners. The business to be conducted at a special meeting of the Members shall be specified in the notice of the special meeting. The Board shall give written notice of each special meeting not less than ten (10) days and not more than sixty (60) days in advance of such meeting.
- C. **Quorum Requirements.** At any annual or special meeting of the Members, the presence, in person or by proxy, of Owners entitled to cast a majority of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and

the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days of preceding meeting.

- D. **Voting by Proxy.** At any annual or special meeting of the Members, Owners may vote in person or by proxy executed in writing by the Owner or a duly authorized attorney-in-fact. Proxies shall be filed with the secretary of the Board before or at the time of the meeting.
- E. **Adoption of the Budget.** The Association must prepare an annual budget to be approved at the annual or a special meeting. Within thirty (30) days after adoption of any proposed budget by the Board of Directors, the Board shall mail by ordinary first class mail, or otherwise deliver a summary of the budget, to all of the Members and give written notice for a meeting of the Members to consider ratification of the budget. Such meeting shall be set not less than ten (10) nor more than sixty (60) days of mailing or other delivery of the budget or a summary. Unless at that meeting a majority of all Members reject the budget, the budget is ratified, whether or not a quorum is present. In the event the budget is rejected, the budget last ratified by the Members shall be continued until such time as the Members ratify a subsequent budget proposed by the Board. If any other business is to be conducted at the budget meeting, a quorum of the Members must be present, as set forth in Section C above.

Section 2.4. The Board of Directors. The administration of Covenants and the Common Area and business of the Association shall be conducted by the Board of Directors consisting of at least three (3) but no more than five (5) members. The initial Board of Directors consisting of three (3) directors shall be appointed or removed solely by the Declarant. However, no later than sixty (60) days after conveyance of thirty-three percent (33%) of the Lots that may be created to Owners other than the Declarant, the Members shall elect one (1) additional director. Not less than sixty (60) days after conveyance of sixty-six percent (66%) of the Lots that may be created to Owners other than the Declarant, the Members shall elect a second additional director so that the Board shall then consist of five (5) directors. No later than: (i) sixty (60) days after the earlier of the conveyance of eighty percent (80%) of the Lots that may be created to Owners other than the Declarant, (ii) two (2) years after the last conveyance of a Lot by the Declarant in the ordinary course of business, or (iii) two (2) years after any right to add new Lots was exercised, the Members of the Association shall elect the entire Board of Directors consisting of five (5) directors, at least a majority of whom must be Lot Owners other than the Declarant or designated representatives of Lot Owners other than the Declarant.

The terms of Board members shall be two (2) years, provided that initial terms may be staggered so that at least one Board member shall be elected or designated at each annual meeting of the Owners thereafter. The Board shall have full power and authority to manage the business and affairs of the Association, as more fully set forth in the Articles of Incorporation and Bylaws of the Association, and to enforce the provisions of this Declaration. Without limiting the foregoing, the Board shall have the authority to:

- A. Enforce the provisions of this Declaration.
- B. Adopt, amend, administer and enforce Design Guidelines and Construction Rules and Regulations to carry out the intent of these Covenants and to insure that incompatible development does not occur, or delegate such authority to the Architectural Review Committee.
- C. Conduct the business and affairs of the Association.
- D. Issue building permits, contract for and supervise Common Services.
- E. Engage the services of managers, accountants, attorneys or other employees or agents, and to pay said persons a reasonable compensation for their services.
- F. Operate, maintain, repair, improve and replace the Common Areas (including noxious weed control), Roadway System and Sidewalks. This includes entering into agreements for the maintenance of the Common Areas, Roadway System and Sidewalks.
- G. Operate, maintain, repair, improve and replace any common water system and any improvements thereto. This includes entering into agreements for the operation, maintenance, repair, and replacement of any common water system located within or without the Common Area and being a member of the Etna Water and Sewer District
- H. Operate, maintain, repair, improve and replace any common sewer system and any improvements thereto. This includes entering into agreements for the operation, maintenance, repair, and replacement of any common sewer system located within or without the Common Area and being a member of the Etna Water and Sewer District.
- I. Determine and pay for Common Services provided by the Association.
- J. Assess and collect the proportionate shares of Common Services and other applicable expenses from the Owners.
- K. Enter into contracts, leases and other agreements and to authorize the execution and delivery thereof by the appropriate officers.
- L. To open bank accounts on behalf of the Association and to designate signatories therefor.
- M. To obtain insurance for the Association with respect to the Common Areas, and, if deemed necessary or desirable, for the Association's directors, officers and employees.
- N. To keep and maintain books and accounts for the Association, which

will be available to Owners for inspection on a reasonable basis.

- O. Adopt any and all reasonable rules or regulations necessary to support or enforce the Governing Documents; to assist in the improvement, maintenance, administration, management, use and control of the Common Area, Roadway System and Sidewalks; to govern the use of the Lots and improvements thereon; and to promote the health, safety and welfare of the residents of the Property in general. The Board, in its sole discretion, may from time to time, adopt, amend and repeal by majority vote, rules and regulations known as the "Etna Village Estates Rules and Regulations," "Etna Village Estates Construction Rules and Regulations," or "Design Guidelines." Copies of such Rules and Regulations or Design Guidelines shall be available to each Lot Owner requesting the same from any member of the Board, and shall have the same force and effect as if they were set forth in this Declaration. The Board may record the same, if deemed necessary.
- P. To adopt, enact and enforce a fine schedule for violations of these Covenants, the Governing Documents or rules and regulations adopted by the Board of Directors.
- Q. To do all other acts necessary and desirable for the administration, operation and maintenance of the Common Areas of the Property as provided in this Declaration.

Section 2.5. Meetings of the Board

- A. **Annual Meeting.** The annual meeting of the Association shall serve as the annual meeting of the Board.
- B. **Special Meetings.** Special meetings of the Board may be called by the the Chairman upon the written request of two (2) or more members of the Board. The business to be conducted at a special meeting of the Board shall be specified in the notice of the special meeting.
- C. **Quorum, Majority Vote and Manner of Attending.** At any annual or special meeting of the Board, the presence in person of a majority of the members of the Board shall constitute a quorum. In the event that a quorum is present, the decision of a majority of the entire Board shall be binding on the Board. Directors may participate in any annual or special meeting by, or conduct the meeting through, the use of any means of communication by which all directors participating may simultaneously communicate with each other during the meeting.
- D. **Notice of Meetings.** Regular meetings of the Board may be held without notice. Notice of special meetings of the Board shall be preceded by at least two (2) days notice to each Director. Any member of the Board may waive notice in writing of any meeting of the Board, and such waiver shall be equivalent to the giving of notice to such member. If all members of the Board are present in person at a meeting, no notice shall be required and any proper business of the Board may be conducted at such meeting.

E. **Action without a Meeting.** The Board may act without a meeting provided that the Board complies with the following provisions of Section 17-19-821 of the Wyoming Nonprofit Corporation Act, which provides:

(i) Unless the Articles or Bylaws provide otherwise, action required or permitted by this act to be taken at a Board of Directors' meeting may be taken without a meeting if the action is taken by all members of the Board. The action shall be evidenced by one (1) or more written consents describing the action taken, signed by each director, and included in the minutes filed with the corporate records reflecting the action taken.

(ii) Action taken under this section is effective when the last director signs the consent, unless the consent specifies a different effective date.

(iii) A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

Section 2.6. Officers. The Board shall elect officers, including a President, Secretary and Treasurer. Officers shall be elected at the annual meeting of the Board and shall serve a term of one year. Officers may serve more than one year in an office. The Board may appoint such assistant officers the Board may deem necessary or appropriate. No officer shall receive compensation for serving as such, but may be reimbursed for expenses incurred.

Section 2.7. Limitation of Liability. No member of the Board shall be liable to any party for any action or inaction with respect to any provision of the Covenants, provided that such Board member shall have acted in good faith. No member of the Board shall have any personal liability, in contract or otherwise, to a Lot Owner or any other person or entity under any contract entered into by a Board member on behalf of the Association.

ARTICLE III OWNERSHIP OF COMMON AREA

The Association, as a separate entity, ultimately shall own the Common Areas as described on Exhibit "B" (Etna Village Estates Final Plat Map) and Exhibit "C" (Common Area), attached hereto and incorporated by reference herein. However, initially the Declarant shall retain ownership of all such Common Areas until such time that the Members, other than the Declarant, elect a majority of the Board of Directors, as set forth in Section 2.4 above. Within one (1) year upon such event, the Declarant shall cause to be delivered to the Association ownership of and control over all such Common Areas, together with all relevant legal documents, accountings, plans and specifications, insurance policies, permits, easements, service contracts, employment contracts and other documents whatsoever relating to the ownership, maintenance and administration of the Common Areas or of the Association in general. Despite ownership of the Common Area being retained by the Declarant until such time that it is delivered to the Association as set forth herein, the Association shall be responsible for operating, maintaining, repairing, improving and replacing the Common Areas, Roadway System and Sidewalks, and for any costs associated therewith, during such period that the Declarant retains ownership of such Common Areas.

It is expressly understood that the applicable provisions of this Declaration set forth elsewhere herein shall govern the Ownership and management of Common Areas.

ARTICLE IV ASSESSMENTS

- Section 4.1. Covenant for Assessments.** In order to properly administer the Property and affairs of the Association and to provide for Common Services, the Board shall have the authority to levy assessments against a Lot. Each Owner of a Lot, by acceptance of the deed to such Lot, whether it is expressed in such deed or not, is deemed to covenant and pay to the Association: (i) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as herein provided. Each Owner of a Lot, by acceptance of the deed to such Lot, whether it is expressed in such deed or not, further consents to the filing and enforcement of a lien against the Lot to secure payment of the assessments levied by the Board pursuant to the Covenants. It is expressly understood and agreed that fines for any violations of this Declaration or the rules and regulations of the Board or Architectural Review Committee may be assessed against a Lot, and against an Owner for violations by that Owner or by tenants or invitees.
- Section 4.2. Annual Assessment.** The Board shall prepare an annual budget for Common Services and for the administration of the business of the Association, and shall determine the annual assessment. The budget shall include a reserve for reasonable road, water and sewer maintenance and replacement. Each annual budget shall be prepared and approved by the Board at least thirty (30) days in advance of each annual assessment period. The Members of the Association shall approve the annual budget as set forth in Section 2.3. E herein.
- Section 4.3. Special Assessment.** In addition to the annual assessments, the Board may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Property, provided that such capital assessment is approved by two-thirds (2/3) of the Lot Owners voting in person or by proxy at a meeting duly called for that purpose.
- Section 4.4. Uniform Rate, Basis of Collection.** Both annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly or an annual basis at the discretion of the Board.
- Section 4.5. Commencement of Assessments.** The annual assessment provided for herein shall commence to all Lots subject to assessment on the first day of the month following the conveyance of the first Lot by the Declarant, regardless of when and if the Lot Owners commence construction on the Lot. The Board shall fix the amount of each annual assessment at least thirty (30) days in advance of the annual assessment period, and written notice of the annual assessment shall be sent to every Lot Owner subject thereto.
- Section 4.6. Creation of a Lien and Personal Obligation of Assessments.** The annual and special assessments, together with interest, costs, and reasonable

attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 4.7. Remedies for Non-Payment of an Assessment. Any assessment not paid within thirty (30) days after the due date therefore shall bear interest from the due date at the rate of fifteen (15%) per annum and the Board shall also be entitled to assess an additional five percent (5%) one-time late charge. The Board shall have the right to record a notice of lien against any Lot whose Owner fails to pay an annual assessment within thirty (30) days after the due date. The Board shall be authorized to foreclose the lien against the Lot subject to the annual assessment. The Board is also authorized to file a civil action against the Owner of any Lot who fails to pay an annual assessment and shall be entitled to recover all costs incurred in collecting the annual assessment, including reasonable attorneys fees, whether suit is brought or not. This remedy does not preclude the Board from any other remedies set forth in Article X herein.

Section 4.8. Property Exempt from Assessment. Declarant shall not be required to pay either annual or special assessments on any Lot owned by Declarant. Any property dedicated to and accepted by any governmental authority, special improvement district or utility within the Property also shall be exempt for annual or special assessments. Any portion of the Property designated as Common Area shall be exempt from either annual or special assessments.

ARTICLE V DEVELOPMENT AND USE RESTRICTIONS

All development and use of the Property and any Lot, or portion thereof, shall conform to the following requirements:

Section 5.1.

- A. **Provisions in Addition to County Land Use Regulations.** Conformity with any and all applicable land use regulations of Lincoln County shall be required, in addition to the requirements of this Declaration and any Design Guidelines. In case of any conflict, the more stringent requirements shall govern.
- B. **Authorized Use.** Single-family residential use shall be permitted on all Lots, except that Declarant may designate any Lot owned by Declarant as Common Area for purposes of parks, playgrounds, utility stations, or recreational vehicle parking, and Declarant may use any Lot owned by Declarant for purposes of sales, resales or administration purposes, or other purposes set forth in Article IX herein
- C. **Prohibited Uses.** No Lot within the Property shall be subject to division or subdivision. No commercial, industrial or other non single-family residential use whatsoever shall be permitted on any Lot, with the exception of home

businesses which shall be permissible so long as the owner of such Lot also uses the Lot for residential purposes, is self-employed and has no employees working on such Lot, does not advertise any product or service for sale to the public upon such Lot, and otherwise does not engage in uses which do require access by the general public. Such business use may be subject to and governed by rules and regulations adopted by the Board or the Lincoln County Land Use Regulations.

D. **Design Character.** All building designs shall be reviewed by the Architectural Review Committee, as described in Section 5.2. herein, in order to achieve design compatibility with existing buildings of the area. The Architectural Review Committee has the final authority concerning building design approval and construction issues. The following specifications, guidelines, rules and regulations shall apply to all buildings within the Property and shall be enforced by the Architectural Review Committee:

(i) **No pre-constructed components** shall be allowed; improvements shall be of new construction. Pre-built component or modular construction shall be permitted upon specific approval of the Architectural Review Committee.

(ii) **Exterior materials** shall be of natural wood, peeled log, stone, exposed aggregate concrete, or other similar rough textured natural material. Roof materials shall be cedar shake or shingle, heavy weight asphalt shingle, ribbed metal with a flat non-reflective colored finish, sod, or built-up gravel surface.

(iii) **Exterior finishes** shall be semi-transparent or heavy bodied stains, or clear non-glossy preservatives. Glossy painted finishes shall not be permitted. All exposed metals shall have a dull colored finish, or shall be flat color anodized or painted.

(iv) **Exterior colors** shall be subdued and in the earth tone range. Color samples, on pieces of all exterior materials and roofing materials to be used, shall be submitted to the Architectural Review Committee for approval.

(v) **Driveways** must be an impervious surface of either asphalt, concrete, flat stone surface or chip seal unless otherwise approved by the Architectural Review Committee.

E. **Building Design.** The following specifications, guidelines, rules and regulations shall apply to all buildings within the Property and shall be enforced by the Architectural Review Committee:

(i) Not more than one **(1) single family residence** shall be constructed on any residential site.

(ii) The **minimum floor area** of any single family residence shall be not less than one thousand five hundred (1,500) square feet exclusive of a garage, carport or unenclosed porches or decks.

(iii) **The maximum building height** of any residential structure shall not exceed twenty-five (25) feet. The maximum height of detached garages, carports, or accessory buildings shall not exceed fifteen (15) feet. All heights shall be measured at any cross section of the structure from finished grade to the highest point of the structure immediately above. For the purposes of this section, the elevation of finished grade shall not be more than two (2) feet above existing grade. Minor projections such as chimneys or other structures not enclosing habitable space, but not including solar collectors, shall not be included in the maximum heights.

(iv) **Principle Roofs** shall have a maximum pitch of 5:12 through 8:12. All principal roofs shall have a minimum overhang of two (2) feet. Solar collectors shall not be considered as roofs. Shallower pitches may be allowed on ancillary portions of the building but shall require specific approval by the Architectural Review Committee.

(v) **Exposed foundations** of concrete or masonry constructed shall not have an exposed surface which exceeds a height of eight inches (8") above finished grade.

(vi) **Solar collectors** may be of any construction materials or pitch required for efficient operation, but they shall not be placed on any structure in a manner which causes objectionable glare to any neighboring residence. Solar collectors integrated into the structure of a residence, garage, carport, or accessory shall not be free-standing. Solar collectors shall be permitted only upon specific approval of the Architectural Review Committee.

F. **Site Design.** The following specifications, guidelines, rules and regulations shall apply to all buildings within the Property and shall be enforced by the Architectural Review Committee:

(i) **The minimum setback** on any Lot: (a) to any side property line shall be not less than ten (10) feet, (b) to any back property line shall be not less than ten (10) feet, and (c) to any front property line shall not be less than twenty (20) feet from the exterior edge of the roadway and sidewalk easement, as more clearly set forth on Exhibits "B" and "C." Setbacks may be increased at the discretion of the Architectural Review Committee in order to enhance variety in the development and to preserve views from neighboring lots. Setbacks from open space or agricultural land shall conform to the Lincoln County Land Use Regulations.

(ii) **Finish grading** on all buildings shall assure drainage of surface water from the buildings and avoid concentrating runoff onto adjacent properties. For a distance of ten feet (10') a minimum fall of six inches (6") in ten feet (10') shall be provided at the perimeter of all buildings which have pervious surfaces and one inch (1") in ten (10') feet for impervious surfaces. The entire site shall have positive drainage to common open space or rights-of-way and shall utilize swales as required.

(iii) **Automobile storage** shall provide for a minimum of two (2) parking spaces, in either a carport or garage, for each dwelling unit. If a carport is

used to provide the required indoor parking space, a fully enclosed and roofed storage space with a minimum floor area of sixty (60) square feet shall be provided in addition to the carport. Parking spaces, whether interior or exterior, shall have minimum dimensions not less than ten (10) feet wide by twenty (20) feet long and shall be readily accessible by a driveway. No automobiles shall be permitted to be parked or stored on a continual or permanent basis on the Roadway System in accordance with Section 5.1.Y herein.

(iv) **Fences** may be constructed which enclose the rear yard and side yard to, but not in front of, the street façade of the home. Fencing may only be constructed within the setbacks set forth in Section 5.1.F(i) herein. Fences must be wildlife friendly, no higher than four (4) feet and otherwise constructed in accordance with the Lincoln County Land Use Regulations. All fences must be constructed of wooden posts or wooden posts with interior wire. Chain link fences or electric fences shall not be permitted. The style and color of all fencing shall be approved by the Architectural Review Committee.

(v) **Utilities** including, but not limited to, electric, telephone, cable, T.V., exterior lighting shall be installed underground. No antennae, poles or similar structures shall be permitted.

(vi) **Septic Systems** may be constructed on any Lot only if a common sewer system or sewer service through the Etna Water and Sewer District is not available at the time of construction. All septic systems must be an enhanced septic system and constructed and maintained in accordance with any rules and regulations regarding septic systems adopted by the Architectural Review Committee or specified in the Lincoln County Land Use Regulations or all applicable standards of the State of Wyoming, Lincoln County or other regulatory agency. If a septic system fails, the Lot Owner may not replace such septic system but shall be required to connect to the common sewer system if such system is available at that time.

(vii) **Wells** may not be dug on any Lot. All Lot Owners shall be required to connect to the common water system and service provided through the Etna Water and Sewer District as set forth in Section 5.1.O. All Lot Owners shall be members of the Etna Water and Service District and shall be subject to all rules, regulations, fees and charges of such District.

(viii) **Landscaping** shall be required of each Lot Owner in accordance with Landscaping Guidelines and Requirements adopted by the Board and enforced by the Architectural Review Committee. A landscape plan, together with an irrigation plan, if applicable, shall be submitted to and approved by the Architectural Review Committee. Landscaping is to be completed within one (1) year following the completion of the residential building on any Lot.

(ix) **Irrigation water** may be available to the Lot Owners for purposes of irrigating and maintaining the landscaping on each Lot from irrigation ditches identified on the Plat Map (Exhibit "B"). All irrigation uses of the irrigation

water reserved and retained for use upon the Property shall be subject to the control, and all reasonable rules and regulations adopted for such control, by the Board. Lot Owners are not guaranteed use of the irrigation water, as availability may dictate. All Lot Owners shall be required to install an underground irrigation system and shall connect to both the irrigation water and common water system for purposes of irrigating landscaping

- G. **Building Setbacks.** All buildings, outbuildings, fences and other authorized improvements shall be constructed within the setbacks set forth on the Plat of the Property and in accordance with Section 5.1.F(i). No improvement or development shall be permitted on any Lot outside of the applicable building setbacks except for access driveways, utility installations and landscaping.
- H. **Construction.** Building construction shall be subject to the requirements of these Covenants and any additional Design Guidelines or Construction Rules and Regulations adopted by the Board pursuant to Section 2.4.B of the Covenants. All construction shall conform to the applicable provisions of these Covenants and subsequently adopted Design Guidelines. All construction shall be completed within one (1) year from the commencement date of construction, unless the Board approves an extension for good cause, not to exceed six (6) months in length.
- I. **Utilities.** Electrical, water, sewer and telephone utility lines have been installed underground in the common roads rights-of-way easements. Connections from Lots within the Property to the underground utility lines shall be completed at the Lot Owners' expense and shall be underground.
- J. **Temporary Structures Prohibited.** No temporary structures such as trailers, tents, shacks or other similar buildings shall be permitted on any Lot, except during construction as authorized by the Board, and children's tents for occasional use.
- K. **Maintenance.** Each Lot and all improvements thereon shall be maintained in a clean, safe and sightly condition and in such manner as not to create a fire hazard, all at each Owner's sole cost and expense. Maintenance by the Owner shall include, but not be limited to, the periodic staining of any exterior wood siding, landscaping and maintenance of yards, and weed control. Yards shall be maintained to the edge of the adjacent road pavement or Lot line on all sides of the lot. Snow removal equipment and garden or maintenance equipment shall be kept at all times, except when in actual use, within an enclosed structure. Refuse, garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials, scraps, refuse or trash shall be kept, stored or allowed to accumulate on any Lot with the exception of contained compost piles.

If any Owner fails to perform maintenance responsibilities after written request by the Association to do so, the Association may perform

maintenance work at the Owner's expense.

- L. **Pets.** No pets shall be kept or maintained on any Lot except as provided herein. Any animals permitted to be kept on a Lot shall be restrained and controlled at all times so that they do not cause a nuisance to neighboring Lot Owners, and so that the presence or activity of any such pets does not harass or endanger wildlife. Cats and other domestic animals which are normally kept and maintained indoors shall be permitted on any Lot. No horses or other livestock shall be kept or maintained on any Lot. Not more than two (2) dogs may be kept on any Lot, provided, however, that a litter of puppies born to a dog owned by a Lot Owner may be kept or maintained upon any Lot for a period not to exceed four (4) months, provided that said puppies are maintained and restrained in accordance with the provisions of these Covenants. If any dog or dogs are caught or identified chasing or otherwise harassing livestock, wildlife or people, the Board shall have the authority to have such animal or animals impounded at any available location, and shall have the authority to assess a penalty against the Owner of such animal or animals of not more than fifty dollars (\$50) for the first offense and one hundred dollars (\$100) for a second or subsequent offense, plus all costs of impoundment. If any such animal or animals are caught or identified chasing or harassing wildlife, livestock or people on a second or subsequent occasion, the Board shall have the authority to have such animal or animals impounded or destroyed, the determination of disposition being in the sole discretion of the Board. In the event that such animal or animals are not destroyed, the Board shall assess a penalty of not more than fifty dollars (\$50) for the first offense and one hundred dollars (\$100) for a second or subsequent offense per animal, plus costs of impoundment. No Owner of any animal or animals impounded or destroyed for chasing or harassing livestock, wildlife or people shall have the right of action against the Board or any member thereof, for the impoundment or destruction of any such animal or animals. Lincoln County authorities shall have the right to directly enforce dog control measures.
- M. **Noxious or Offensive Activities.** No noxious or offensive activity shall be permitted on any Lot. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare for any adjacent Lot Owner. No unreasonably loud or annoying noises, or noxious or offensive odors shall be emitted beyond the lot lines of any Lot.
- N. **Signs.** No signs or advertising devices whatsoever, including but not limited to commercial, political and other similar signs shall be erected or maintained on any Lot, except a "for sale sign" not greater than four (4) square feet in area or other sign specifically approved by the Architectural Review Committee.
- O. **Water Systems.** In accordance with Section 5.1.F.(vii), each residential building shall be connected to the Etna Water and Sewer District at the sole expense of the Owner, and such system shall conform to all applicable standards of the State of Wyoming, Lincoln County or any other regulatory agency. Each Owner shall be prohibited from having a private well on any Lot for domestic water.

- P. **Sewage Disposal.** Except as set forth in Section 5.1.F(vi), each residential building shall be connected to the Etna Water and Sewer District sewage disposal system. No outdoor toilets shall be permitted, except for a one (1) year period during construction.
- Q. **Roads.** The roads on the property shall be private roads at all times, and each Lot Owner shall be responsible for the snow removal and maintenance costs for said roads as assessed by the Board.
- R. **Snowmobiles and Motorcycles and OffRoad Vehicles Prohibited.** No snowmobile, motorcycle, all-wheel drive, all-terrain vehicle or other similar device shall be operated on any Lot, Roadway or Sidewalk within the Property except for ingress and egress.
- S. **Recreational Vehicle Storage.** No recreational vehicle of any kind, including, but not limited to, a truck camper (even on truck), motor home, or camper trailer shall be kept, placed or maintained upon any Lot unless kept at all times within a garage or other approved permanent enclosed structure. No boat, snowmobile, motorcycle, all-wheel drive, all-terrain vehicle or other similar device shall be driven, kept, placed or maintained upon any Lot unless stored on a trailer provided that only one (1) trailer may be located in the driveway on each Lot. Storage of such trailer is permissible only if no off-site storage is provided for by Declarant or the Board on a Lot or location designated for such purpose. This provision in no way obligates Declarant or the Board to provide a Lot or location for recreational vehicle storage but is meant to permit trailer storage in the driveway on Lots only until such time when and if a Lot or location may be available for the Owners' use.
- T. **Garbage.** All garbage and trash shall be placed and kept in cover containers which shall be maintained so as not to be visible from neighboring property. The collection and disposal of garbage and trash shall be in strict compliance with such rules as may be adopted by the Homeowners Association, which may provide for common collection points or common collection services. The maintenance of accumulated waste plant materials is prohibited. The cost of garbage and trash collection shall be paid by each Owner, in accordance with the billing of the collector.
- U. **Control of Noxious Weeds.** Lot Owners shall take all actions necessary to control noxious weeds on their own Lots, and the Association shall take all actions necessary to control noxious weeds in Common Areas. Noxious weeds shall be defined by the Lincoln County Weed and Pest Control Board and/or the Board. Because the timing for effective control of noxious weeds is very critical, if a Lot Owner fails to respond immediately to a written request for weed control from the Board, the Board shall have the right to contract for such control services, and the company so contracted shall have the right to enter upon any such Lot to treat noxious weeds without any liability for trespass. In the event that the Board provides for noxious weed treatment as described herein, the Owner of a Lot treated for noxious weed control shall pay all costs incurred by the Board.

- V. **Satellite Dishes.** No satellite dishes other than small DSS-type dishes are permitted on any Lot without written Board approval. Dishes larger than small DSS-type dishes shall be approved on a case by case basis and screened with landscaping or fencing, as required by the Board.
- W. **Hunting, Discharge of Firearms.** There shall be no firearms or fireworks discharged on any Lot or within the Property at any time. Hunting within the Property is prohibited.
- X. **Fires.** There shall be no exterior fires whatsoever except barbeque fires contained within receptacles and such fires as may from time to time be permitted by the Association Rules and Regulations.
- Y. **Street Parking.** All vehicles shall be parked in driveways or designated parking areas. No vehicle may be parked on the roadways within the Etna Village Estates Subdivision or on any yard or Common Area, with the exception of a Lot designated for recreational storage vehicles. No stripped down or junked motor vehicle, or any part thereof, or any other machinery shall be permitted to be parked or located on any Lot, street or portion of the Common Area.
- Z. **Tanks.** No tanks of any kind shall be erected, placed or permitted on any Lot unless buried or located above ground with appropriate screening as approved by the Architectural Review Committee.
- AA. **Short Term Rental Prohibited.** No Owner shall be allowed to rent the improvements on their Lot, or any portion thereof, as a short-term rental for periods of less than one (1) month.

Section 5.2. Organization and Power of Architectural Review Committee. There shall be an Architectural Review Committee organized as follows:

- A. **Committee Membership and Elections.** The Architectural Review Committee ("ARC" or "the Committee") shall consist of three (3) members. Each of said persons shall hold his office until such time as he has resigned or his successor has been appointed as set forth herein. The initial Committee consisting of three (3) members shall be appointed or removed by the Declarant. Thereafter, the members of the Architectural Review Committee shall be appointed by the Association's Board. The terms of Committee shall be two (2) years, provided that initial terms may be staggered so that at least one Committee Member shall be appointed at each annual meeting of the Board thereafter.
- B. **Authority of Architectural Review Committee.** The Committee shall have full power and authority to review, consider and approve or deny any and all proposals, plans, drawings or specifications for construction and landscaping plans submitted to it from time to time and to enforce the provisions of this Declaration, the Design Guidelines, Landscape Guidelines or any Construction Rules or Regulations adopted by Declarant or the Board.

- C. **Meetings, Action and Compensation.** The Architectural Review Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of any two (2) members shall constitute an act by the Architectural Review Committee unless the unanimous decision of its members is required by this Declaration. The Architectural Review Committee shall keep and maintain a record of all action from time to time taken by the Architectural Review Committee at such meetings or otherwise. Unless authorized by the Association, the members of the Architectural Review Committee shall not receive any compensation for services rendered. All members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any Architectural Review Committee function.
- D. **Design Guidelines, Construction Rules and Regulations.** The Architectural Review Committee shall have the authority and responsibility to implement, administer and enforce these Covenants and any and all "Design Guidelines" or "Construction Rules and Regulations" that may be adopted by the Association's Board. The Committee members shall assist and advise the Board regarding any guidelines, rules or regulations that they recommend adopting, repealing or amending. A copy of such guidelines or rules as they may from time to time be adopted, amended or repealed, certified by the secretary of the Association's Board, shall be available for each Lot Owner requesting the same from any member of the Architectural Review Committee or Association Board, and shall have the same force and effect as if they were set forth in and were a part of this Declaration. The Architectural Review Committee or Board may record the same if deemed necessary.
- E. **Non-Waiver.** The approval by the Architectural Review Committee of any plans, drawings or specifications for any work done or proposed, or in connection with any other matter requiring the approval of the Architectural Review Committee under these restrictions, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification or matter whenever subsequently or additionally submitted for approval.
- F. **Variance.** The Architectural Review Committee may allow reasonable variances and adjustments of the foregoing covenants, conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the covenants contained herein, or to grant variances in regard to the requirements contained in Article V for the purpose of enhancing view, utilizing a lot to better advantage, preventing the removal of trees, and enhancing the placement of improvements on the property, provided this may be done in conformity with the intent and purposes hereof, and also provided in every instance that such grants or adjustments shall not be materially detrimental or injurious to other property or improvements in the neighborhood. Any variances or adjustments of these conditions, covenants, and restrictions granted by the Architectural Review Committee, or any acquiescence or failure to enforce any violation of the conditions and restrictions herein, shall not be deemed to be a waiver of any of the conditions and restrictions in any other instance.

- G. **Liability.** Neither the Architectural Review Committee, nor any member thereof, shall be liable to the Association or to any Owner or project committee for any damage, loss or prejudice suffered or claimed on account of: (i) the approval or denial of any plans, drawings and specifications, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications, or (iii) the development or manner of development, of any Lot or Common Area within the Property, whether or not the facts therein are correct; provided however, that such member has with the actual knowledge possessed by him, acted in good faith. Without in any way limiting the generality of the foregoing, the Architectural Review Committee, or any member thereof, may, but is not required to, consult with or hear the Association or any Owner with respect to any plans, drawings or specifications, or any other proposal submitted to the Architectural Review Committee.

Section 5.3. Requirement of Building Permit. No building, structure, road, fence, or improvement of any kind shall be erected, placed, altered, added to, reconstructed or permitted to remain on any Lot, and no construction activities or removal of trees or other vegetation shall be commenced until a building permit has been issued therefore by the Architectural Review Committee.

- A. Duplicate sets of plans and specifications for any Lot improvement or alteration, including tree removal, shall be submitted to the Architectural Review Committee. The plans shall include a plot plan indicating the location of the building envelope on the Lot and the location of the proposed development or improvements within the building envelope. Sufficient information shall be submitted to demonstrate compliance with all of the requirements of these Covenants. A fee of One Hundred Dollars (\$100.00) shall be paid to the Association for the processing and review of all primary structures but not for secondary structures such as garages, outbuildings and fences.
- B. The Architectural Review Committee shall review the plans and specifications within thirty (30) days from the submission thereof, and determine if the proposed use or development conforms to the requirements of these Covenants. The Architectural Review Committee shall retain one set of plans and specifications.
- C. The review and permit process required by the Architectural Review Committee does not replace or eliminate building permits required by other agencies, such as Lincoln County. All building permits from other agencies shall be submitted to the Architectural Review Committee.

ARTICLE VI MAINTENANCE AND INSURANCE

Section 6.1. General Maintenance, Etc. The maintenance, alteration, replacement and

repair of the Common Areas shall be the responsibility of the Board. The Board, as part of its responsibility shall maintain, repair and provide for snow removal and maintenance activities on all roadways constituting part of the Common Areas. The maintenance, repair and replacement of all improvements on each Lot shall be the responsibility of the Owner of such Lot and not the Board except as otherwise expressly set forth herein.

Section 6.2. Landscaping of Lots. Landscaping shall follow completion of the primary residence on each Lot and shall, at a minimum, conform to the Landscaping Guidelines or master landscaping plan adopted by Declarant or the Board. Each Lot Owner shall submit, prior to issuance of a building permit on said Lot, a landscaping plan to the Architectural Review Committee for approval and financial assurances satisfactory to the Committee for the costs of landscaping necessary to comply with the landscape plan for said Lot. Landscaping, including finish grading and seeding of a lawn, must be completed by the June 1 occurring more than thirty (30) days after the Occupancy Certificate has been issued for that Lot.

Section 6.3. Destruction, Damage or Obsolescence. Each Owner of a Lot is solely responsible for the repair, maintenance and reconstruction of any damage, destruction, obsolescence, condemnation or abandonment of any improvements thereon and for repair and reconstruction of such Lot and all improvements thereon.

Section 6.4. Insurance. Each Owner is solely responsible for obtaining his/her/their own insurance covering any and all improvements and personal property on such Owner's Lot.

Section 6.5. Eminent Domain. Whenever any proceeding is instituted that could result in the temporary or permanent taking, injury or destruction of all or part of the Common Areas and facilities by the exercise of power in the nature of eminent domain or by an action or deed in lieu of condemnation, the Board shall be entitled to timely written notice thereof and the Board shall participate in the proceedings incident thereto.

ARTICLE VII EASEMENTS

Section 7.1. Association Easement. The Association shall have the right of access to each Lot from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of utility extensions, roads and fences, ditches and irrigation systems and to conduct ranching or farming activities within any Agricultural Easement Area, and at any time for the making of emergency repairs, and shall have a non-exclusive easement as may be appropriate to perform the duties and functions which it is permitted to perform pursuant to this Declaration. In addition to the foregoing, the Association shall also have the right to establish utility easements from time to time for the benefit of owners of Lots within the subdivision across any of the lands within the Subdivision or the Benefiting Parcel subject, however, to the prior approval of the location of said easements by the Architectural Committee (ARC) and the owner of the Benefiting Parcel, which approval

shall not be unreasonably withheld; further provided however, that the owner of the Benefiting Parcel or the ARC may impose conditions on the use, installation, revegetation or rehabilitation required to restore any disturbed property to its prior condition after completion of the installation and any such utilities an may further require that all such utilities be installed underground.

Section 7.2. Easements in Common Area. The Declarant grants to each Owner the exclusive right and easement of use, access, and enjoyment in and to the Common Area, as set forth on Exhibits "B" and "C," subject to:

- A. The Governing Documents and any other applicable covenants;
- B. Any restrictions or limitation contained in any deed conveying such property to the Association;
- C. The right of the Board to adopt rules regulating the use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area;
- D. The right of the Board to suspend the right of an Owner to use recreational facilities within the Common Area (i) for any period during which any charge against such Owner's Property remains delinquent and (ii) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation of the Governing Documents after notice and a hearing pursuant to the Bylaws;
- E. The right of use and enjoyment of the Common Area to the Members or his or her family, lessees and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Property shall be deemed to have assigned all such right to the lessee of such Property for the period of the lease.

Section 7.3. Easements for Drainage Utilities, Roads, Snow Storage, Etc.

- A. All dedications, limitations, restrictions and reservations of easements, including those for drainage, shown on the Plat are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth in this Declaration.
- B. The Declarant reserves for itself, so long as the Declarant owns any property described on Exhibit "A" of this Declaration, and grants to the Association and to all utility providers or special districts, perpetual non-exclusive easements within the Roadway System, Sidewalks, and easement areas described on the Plat for the Property (but not through a structure) to the extent reasonable necessary for the purpose of:
 - (i) Installing utilities, roadways and other infrastructure, including without limitation, cable and other systems for sending and receiving data and/or other electronic signals; security and similar systems; roads, sidewalks, pathways and trails; drainage systems and signage; to serve the Property;

(ii) Inspecting, maintaining, repairing and replacing such utilities and infrastructure to serve the Property; and

(iii) Access to read utility meters.

C. Declarant also reserves for itself the non-exclusive right and power to grant and record in the Public Records such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any property described on Exhibit "A" and all adjacent properties which include, but is not limited to, all properties described on Exhibit "D," attached hereto and by reference made a part hereof; including, but not limited to, the right to grant to a governmental entity, to a special improvement district, or to any person nonexclusive easements over the Roadway System or Sidewalks. Declarant reserves for itself a non-exclusive access and utility easement over and across the Etna Village Drive so that, at some future date when ownership of Etna Village Drive is transferred to the Association, Declarant will have an easement over and across such property in order to access property adjacent to Etna Village Drive.

D. All work associated with the exercise of the easements described in subsections B., C. and F. of this Section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures on any Property nor shall it unreasonably interfere with the use of any Property and, except in an emergency, entry onto any Property shall be made only after reasonable notice to the Owner or occupant.

E. All Properties and the Common Area are burdened with a snow storage and drainage easement to provide for the orderly removal and storage by the Association of snow from the Common Area and the associated drainage from any melting thereof.

F. The Declarant reserves for itself, so long as the Declarant owns any property described on Exhibit "A" of this Declaration, and grants to the Association and its agents, perpetual non-exclusive easements over the Property to the extent reasonable necessary for the purpose of:

(i) Installing the enhanced wastewater treatment systems to be located on each Lot, at each Owner's sole cost; and

(ii) Inspecting, maintaining, repairing and replacing the installed enhanced wastewater treatment systems.

Section 7.4. Easements to Serve Additional Property. The Declarant hereby reserves for itself and its duly authorized agents, successors, and assigns an easement over the Common Area, including the Roadway System and Sidewalks, for the purposes of enjoyment, use, access and development of

any property annexed into the development and/or any property that is adjacent to the Property, which may include, but is not limited to that property set forth on Exhibit "D" hereto, whether or not such property is made subject to the Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area including the Roadway System and Sidewalks for construction of roads and for connecting and installing utilities on such property.

Section 7.5. Easements for Maintenance, Emergency and Enforcement. The Declarant grants to the Association easements over the Common Areas and Property as necessary to enable the Association to fulfill its maintenance responsibilities as set forth herein. The Association shall also have the right, but not the obligation, to enter upon the Common Area and any Property, but not to enter any structure thereon, for emergency, security, and safety reasons to perform maintenance and to inspect for the purpose of ensuring compliance with and to enforce the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

Section 7.6. Easements for Cross-Drainage. Every Property shall be burdened with easements for natural drainage of storm water runoff from other portions of the Properties; provided, no Person shall alter the natural drainage on any Property to increase materially the drainage of storm water onto adjacent portions of the Property without the consent of the Owner(s) of the affected property and the Board.

Section 7.7. Easement for Emergency Vehicles. The Property is hereby burdened with an easement allowing all policemen, firemen, ambulance personnel, and similar emergency personnel entry to perform their duties, including the enforcement of traffic regulations.

Section 7.8. Title to Road Lot's Use of Roadway System. Title to the portion of the Roadway System and Sidewalks that is contained within the boundaries of a Lot (the "Burdened Lot") shall be retained by the Owner of the Burdened Lot and shall be subject to the provisions of this Declaration. Declarant may grant additional easements over and across the Roadway System and Sidewalks to a governmental entity, a special improvement district or to the Association. Each Owner and occupant of a Lot, and each of their guests or invitees, are hereby granted a non-exclusive perpetual easement and right-of-way to use the Roadway System and Sidewalks for vehicular and pedestrian ingress, egress, access to and from their Lot. Subject to this Declaration and the Plat, the Roadway System and Sidewalks shall be designated as Common Area. The Association shall have the right to control vehicular circulation through the Property by such means as establishing speed limits, by installing speed bumps, or by any other means reasonably adopted by the Association.

**ARTICLE VIII
DECLARANT'S RIGHT TO INCLUDE ADDITIONAL PROPERTIES**

Section 8.1. Expansion by Declarant. Until the Declarant has sold eighty percent (80%) of the Lots subject to this Declaration to buyers unaffiliated with Declarant, or three (3) years from the date this instrument is recorded in the land records of Lincoln County, Wyoming, whichever period is longer, the Declarant may annex additional properties into the regime of this Declaration provided such property is contiguous to the properties currently contiguous to this Declaration or the property annexed is set forth on Exhibit "D." Such annexation shall be accomplished by filing a Supplemental Declaration in the Public Records describing the property to be annexed and specifically subjecting it to the terms of this Declaration. Such Supplemental Declaration shall not require the consent of Members, but shall require the consent of the owner of the annexed property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

Section 8.2. Additional Covenants and Easements. Declarant may subject any portion of the Property to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through the various Assessments as provided for herein. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration. If the property is owned by someone other than Declarant, then the consent of the Owner(s) shall be necessary and shall be evidenced by their execution of the Supplemental Declaration. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

Section 8.3. Effect of Filing Supplemental Declaration. Any Supplemental Declaration filed pursuant to this Article shall be effective upon recording in the Public Records unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Declaration. Any additional property subjected to this Declaration shall be subject to Assessments as set forth herein or in the Supplemental Declaration.

**ARTICLE IX
ADDITIONAL RIGHTS RESERVED TO DECLARANT**

Section 9.1. Withdrawal of Property. The Declarant reserves the right to amend this Declaration so long as it has a right to annex additional property pursuant to Article XI, without prior notice and without the consent of any Member for the purpose of removing property then owned by the Declarant, its affiliates, or the Association from the coverage of this Declaration, to the extent originally

included in error or as a result of any changes in the Declarant's plans for the Property or the Plat, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Property.

Section 9.2. Marketing and Sales Activities. The Declarant may maintain and carry out upon portions of the Common Area, and any Properties owned by Declarant, such facilities and activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the sale of Lots, including, but not limited to, signs, construction of sales pavilions and other forms of advertising. The Declarant shall also have the right to conduct marketing and sales activities on all property that it owns. The Declarant shall have easements for access over the Properties to and use of such facilities together with the right to attract, invite or bring prospective purchasers of Properties into any Property owned by Declarant at all times.

Section 9.3. Right to Develop. As set forth in Article 7, the Declarant and its employees, agents and designees shall have a right of access and use and an easement over and upon all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area and any Property as the Declarant deems appropriate in its sole discretion. The Declarant agrees that it or the Person exercising such easement shall be responsible for any damage caused to the Common Area as a result of the exercise of the easement.

Section 9.4. Right to Approve Additional Covenants. So long as Declarant owns any property described on Exhibit "A," no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

Section 9.5. Right to Designate Additional Common Areas. Declarant here by reserves the right to designate all or a portion of any Lot that it may own as Common Area, subject to all of the same rights, rules, regulations, obligations, maintenance, assessments, and ownership provisions set forth in this Declaration that apply to all existing Common Area. Such reserved right shall include the right to amend the Plat.

Section 9.6. Right to Transfer or Assign Declarant Rights. Any or all of the special rights and obligations of the Declarant set forth in this Declaration may be transferred in whole or in part to other Persons or Entity; provided, the transfer shall not reduce an obligation or enlarge a right beyond that which the Declarant has under this Declaration. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise, on a one-time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to record any written assignment unless

necessary to evidence Declarant's consent to such exercise.

Section 9.7. Exclusive Rights to Use Name of Development. No Person shall use the name "Etna Village Estates" or any derivative of such name in any printed or promotional material without the Declarant's prior written consent. However, Owners may use the name "Etna Village Estates" in printed or promotional matter where such term is used solely to specify that particular property is located within Etna Village Estates, and the Association shall be entitled to use the words "Etna Village Estates" in its name.

Section 9.8. Special Districts- Dedication to Governmental Entity

- A. The Declarant hereby reserves the right to create an assessment, water, road or any other type of special district or improvement service district which, in its sole opinion, are beneficial to the Property. The Association and each and every Owner, by accepting a deed to a Lot, agrees to cooperate with Declarant in creating and implementing such district. Nothing in this Section shall create an obligation on Declarant to create or implement such districts.
- B. The Declarant hereby reserves the right to transfer and/or dedicate all or any portion of its rights in and to the Common Areas, including the Roadway System, to a governmental entity or special district if Declarant believes such transfer or dedication is beneficial to the Properties. Any portion of the Common Areas that is transferred to a Special District or dedicated to a governmental entity shall no longer be designated as Common Area. The Association and each and every Owner, by accepting a deed to a Lot or Common Area, agrees to cooperate with Declarant in creating and implementing such transfer or dedication.

Section 9.9. Right to Amend Plat. Declarant hereby reserves the right to amend the Plat to provide for the orderly development of the Property as determined by the Declarant. By accepting a deed for a Lot, an Owner acknowledges the Declarant's rights set forth in this Section 9.9 and expressly consents thereto.

Section 9.10. Right to Appoint Members of Board and Architectural Review Committee. The Declarant hereby reserves the right to appoint all initial members of the Board of Directors of the Association and the Architectural Review Committee.

Section 9.11. Termination of Rights. The rights contained in this Article, except for Declarant's right to maintain a permanent sales office on the Property, shall not terminate until the later of three (3) years from the date this instrument is recorded in the land records or Lincoln County, Wyoming or the recording by Declarant of a written statement that eighty percent (80%) of the Properties have been sold to owners not affiliated with Declarant, whichever period is longer. Declarant may, from time to time, relinquish and surrender one or more, but less than all, of the reserved rights in which event the unrelinquished reserved rights shall remain fully valid and effective for the remainder of the term thereof.

ARTICLE X ENFORCEMENT

Section 10.1. Compliance, Enforcement of a Lien. Each Owner shall strictly comply with the provisions of this Declaration, and any rules or regulations or decisions made by the Board pursuant to this Declaration. The limitations and requirements for land use and development set forth in this Declaration shall be enforceable by the Declarant, or by the Board or Architectural Review Committee, or by any Owner of a Lot within the Property. The Association, the Architectural Committee, or any Owner, also shall have the right to enforce, by any proceeding at law or in equity, compliance with all restrictions, conditions, covenants, design standards, reservations, rules, regulations or collection of liens and charges now or hereafter imposed pursuant to, or in accordance with, the provisions of this Declaration and any rule or regulation of the Association. Failure by the Association, the Architectural Committee, or by any Owner, to enforce any covenant, restriction, or rule or regulation herein shall in no event be deemed a waiver of the right to do so thereafter.

Every Owner of a Lot within the Property hereby consents to the entry of an injunction against him or her or his or her tenants or guests, to terminate and restrain any violation of these Covenants. Any Lot Owner who uses or allows his or her Lot to be used or developed in violation of these Covenants further agrees to pay all costs incurred by the Board or the Declarant or other Lot Owner in enforcing these Covenants, including reasonable attorney's fees. The Board shall have a lien against each Lot and the improvements thereon to secure the payment of any billing for common services, a special assessment, or penalty due to the Board from the Owner of such Lot which is not paid within the time provided by these Covenants, plus interest from the date of demand for payment at the rate of ten percent (10%). The Board is authorized to record a notice of lien in the office of the County Clerk of Lincoln County, Wyoming, which shall include a description of the Lot and the name of the Owner thereof and the basis for the amount of the lien. A copy of the notice of lien as filed in the County Clerk's office shall be sent to the Owner by certified or registered mail. Any lien may be foreclosed in the manner provided for foreclosures of mortgages by the statutes of the State of Wyoming. Alternatively, the Board shall have the right to initiate civil proceedings as allowed by Wyoming law to collect any delinquent assessment, billing for common services and/or penalty. In addition to the principal amount of any assessment, charge for common service and/or penalty, plus interest, the Board shall be entitled to the payment of all costs incurred in the establishment or enforcement of any lien, and/or the costs involved in any civil proceeding, including filing costs and attorney's fees.

Section 10.2. Enforcement. In addition to the enforcement rights in Section 10.1 above, the Board also may impose sanctions for violation of the Governing Documents after notice. Such sanctions may include, without limitation:

- A. Imposing reasonable monetary fines (which shall not, except in the case of nonpayment of assessments or the fine so imposed, constitute a lien upon the violator's Property). In the event that any occupant, guest or invitee of a

Property violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; provided however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board. The fine, in either circumstance, shall be a Specific Assessment against the Owner. The fine schedule for violations shall be as follows:

- i) First Offense: \$25.00
 - ii) Second Offense: \$50.00
 - iii) Third Offense: \$100.00;
- B. Suspending an Owner's right to vote;
 - C. Suspending any Person's right to use any Common Area within the Property; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot;
 - D. Suspending any services provided by the Association to an Owner or the Owner's Property if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association;
 - E. Exercising self help or taking action to abate any violation of the Governing Documents in a non-emergency situation after giving notice to the Owner;
 - F. Requiring an Owner, at its own expense, to remove any structure or improvements on such Owner's Property in violation of Article V and to restore the Property or any structure located thereon to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass. Any costs incurred by the Board in bringing a non-conforming Property, or any structure located thereon, into compliance shall be a Specific Assessment;
 - G. Without liability to any Person, precluding any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of Article V and the Design Guidelines from continuing or performing any further activities on any Lot;
 - H. Levying Specific Assessments to cover costs incurred by the Association to bring a Property into compliance with the Governing Documents; and
 - I. Without notice, exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations).

**ARTICLE XI
AMENDMENTS**

Section 11.1. By Declarant. In addition to specific amendment rights granted elsewhere in this Declaration, until conveyance of eighty percent (80%) of the Lots to an Owner unaffiliated with Declarant or three (3) years from the date this instrument is recorded in the Land Records of Lincoln County, Wyoming, whichever period is longer, Declarant may unilaterally amend or repeal this Declaration for any purpose.

Section 11.2. By Members. Except as otherwise specifically provided above and elsewhere in this Declaration, these Covenants may be amended with the written consent of two-thirds (2/3rds) or more of the Lot Owners. Any amendment so authorized shall be accomplished by recordation of an instrument executed by the Board

**ARTICLE XII
WAIVER**

The failure of the Board or any other party authorized to enforce the provisions of this Declaration, to insist upon the strict performance of any of the terms, provisions or conditions hereof, shall not be construed to be a waiver of the right to insist upon the performance of such term, provision or condition in the event of a future default or a continuation of the default for which performance was not required. The acceptance by the Association of an assessment payment from an Owner who is in breach of other provisions of this Declaration shall not constitute a waiver of such breach. No waiver by the Board of any provision hereof shall be deemed to have been made unless such waiver is set forth in writing and duly signed by the Chairman or other officer of the Board if the Chairman is not available.

**ARTICLE XIII
DURATION OF COVENANTS**

All of the Covenants, Conditions and Restrictions set forth herein shall continue and remain in full force and effect at all times against the Property and the Owners and purchasers of any portion thereof, subject to the right of amendment as set forth in Article XI. If required by law, these Covenants shall be deemed to remain in full force and effect for twenty (20) year periods, and shall be automatically renewed for additional consecutive twenty (20) year periods unless all of the Lot Owners of the Property subject to these Covenants otherwise agree in writing.

**ARTICLE XIV
SEVERABILITY**

Any decision by a court of competent jurisdiction invalidating any part or paragraph of these Covenants shall be limited to the part or paragraph affected by the decision of the court, and

the remaining paragraphs and the Covenants, Conditions and Restrictions therein shall remain in full force and effect.

ARTICLE XV ACCEPTANCE OF COVENANTS

Every Owner or purchaser of a Lot shall be bound by and subject to all of the provisions of this Declaration, and every Lot Owner or purchaser through his or her purchase or Ownership expressly accepts and consents to the operation and enforcement of all of the provisions of this Declaration.

ARTICLE XVI CONSTRUCTION AND VALIDITY

All of said covenants, conditions and restrictions contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants or reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant or reservation, or any part thereof, shall be thereby affected or impaired; and the Declarant, its heirs, successors, and assigns shall be bound by each Article, Section, subsection, paragraph, sentence, clause and phrase of this Declaration, irrespective of the fact that any Article, Section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason becomes unenforceable.

ARTICLE XVII INDEMNIFICATION OF OFFICERS AND COMMITTEES

The corporation or Association shall indemnify every officer or director of the Association against any and all expenses, including counsel fees reasonably incurred by or imposed upon any officer or director in connection with any action, suit or proceeding (including the settlement of any such suit or proceeding approved by then Board of Directors of the corporation) to which he may be made a party by reason of being or having been an officer or director of the corporation, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful conduct, or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or any other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association) and the Association shall indemnify and forever hold each officer and director free and harmless against any and all liability to others on account of such contract or commitment. Any rights to indemnification provided for herein shall be exclusive of any rights to which any officer or director of the Association, or former officer or director of the Association may be entitled.

ARTICLE XVIII NOTICES

Any and all notices required or permitted to be given pursuant to these Covenants may be made by hand-delivery or by U.S. Mail as provided by law. They may also be delivered by email at the last email address provided by one or more of the Owners of each Lot and shall be deemed "given" on the day of transmission at 5:00 p.m. Mountain Time.

IN WITNESS WHEREOF, Declarant has executed this Declaration effective as of the date first written above.

DECLARANT:

**Dream Venture II, LLC
a Wyoming limited liability company**

By: 
Member

By: 
Member

STATE OF WYOMING)
) ss.
COUNTY OF LINCOLN)

On this 13th day of September, 2007, before me personally appeared Remy Levy / Tim Tennyson, to me personally known, who, being by me duly sworn, did say that they are the Members of Dream Venture II, LLC, a Wyoming limited liability company, that the foregoing instrument was signed on behalf of said limited liability company by authority of its operating agreement, and that the foregoing instrument is the free act and deed of the limited liability company.

Witness my hand and official seal.


Notary Public

My Commission expires:

6/24/2008



EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

DESCRIPTION FOR

ETNA VILLAGE ESTATES – PHASE I

To-wit: - -

That part of the NE¼ of Section 10, T35N R119W, Lincoln County, Wyoming, being part of that tract of record in the Office of the Clerk of Lincoln County in Book 661 of Photostatic Records on page 325, described as follows:

BEGINNING at the southeast corner of the W½NE¼ of said Section 10;

thence N00°-01'-24"E, 1283.50 feet, along the east line of said W½NE¼, to a point;

thence S88°-56'-58"E, 1320.47 feet, to a point on the east line of said NE¼;

thence N00°-08'-36"E, 60.01 feet, along said east line, to a point;

thence N88°-56'-58"W, 1320.59 feet, to a point on the east line of said W½NE¼;

thence S00°-01'-24"W, 30.00 feet, along said east line, to a point;

thence N88°-56'-58"W, 495.07 feet, to a point;

thence N00°-01'-24"E, 194.07 feet, to a point;

thence N89°-51'-02"W, 210.99 feet, to a point at the beginning of a circular curve to the right;

thence northwesterly 120.48 feet, along the arc of said curve, having a central angle of 15°-20'-23" and a radius of 450.00 feet, to a point, and leave said curve;

thence S00°-01'-24"W, 186.65 feet, to a point;

thence N89°-57'-37"W, 173.96 feet, to the northeast point of Lot 1 of the Good Neighbor Subdivision, of record in said Office as Plat No. 131-C;

thence S00°-05'-36"E, 1352.92 feet, along the east line of said Lot 1, to the southeast corner of said Lot 1, on the south line of said W½NE¼;

thence N89°-39'-39"E, 996.21 feet, along the south line of said W½NE¼, to the **CORNER OF BEGINNING**;

ENCOMPASSING an area of 33.71 acres, more or less;

the BASE BEARING for this survey is the east line of the NE¼ of Section 10, T35N R119W, being N00°-08'-36"E;

SUBJECT to an easement for U.S. Highway 89; AND

SUBJECT to an easement for Good Neighbor Lane County Road No. 12 -169;

each "corner" found as described in the Corner Record filed or to be filed in the Office of the Clerk of Lincoln County;

each "pipe" marked by a ½" black iron pipe with 2" aluminum cap inscribed, "LLOYD B. BAKER & ASSOCIATES THAYNE WY PE/LS 698", with appropriate details;

each "PK nail" marked by a ¼" diameter hardened survey nail inscribed, "P-K" on top referenced by a 5/8" x 24" steel reinforcing rod with a 2" aluminum cap inscribed, "SURVEYOR SCHERBEL LTD AFTON WY PLS 5368", and other appropriate details;;

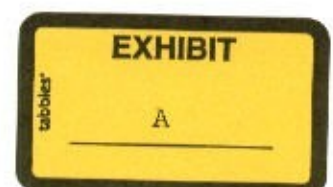


EXHIBIT "B"
COPY OF THE PLAT MAP

CERTIFICATE OF SURVEYOR

STATE OF WYOMING | SS
COUNTY OF LINCOLN

I, MARION A. CANNON, OF ALBANY, WYOMING, HEREBY CERTIFY THAT THIS PLAN WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY PERSONS UNDER MY SUPERVISION DURING JUNE AND JULY 2007 AND FROM RECORDS HEREIN SET FORTH AND SET FORTH OF RECORDS IN THE PUBLIC OFFICE OF THE COUNTY CLERK OF LINCOLN COUNTY, WYOMING, AND THAT I BELIEVE THE SAME TO BE TRUE AND CORRECT.

THAT PART OF THE S.W. CORNER OF SECTION 10, T15N, R10W, LINCOLN COUNTY, WYOMING, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF THE NW/4 OF SAID SECTION 10, THENCE NORTH 24° 24' E, 130.50 FEET, ALONG THE EAST LINE OF SAID NW/4, TO A POINT;

THENCE SOUTH 69° 06' 05" E, 130.04 FEET, TO A POINT ON THE EAST LINE OF SAID NW/4;
THENCE NORTH 0° 36' 30" E, 60.01 FEET, ALONG SAID EAST LINE TO A POINT;
THENCE NORTH 56° 56' 56" W, 158.544 FEET, TO A POINT ON THE EAST LINE OF SAID NW/4;
THENCE SOUTH 24° 24' E, 134.07 FEET, TO A POINT;
THENCE NORTH 21° 34' E, 210.09 FEET, TO A POINT AT THE BEGINNING OF A CURVED BOUNDARY TO THE SOUTH;
THENCE NORTHWESTERLY 130.44 FEET, ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 107° 02' 30" AND A RADIUS OF 454.00 FEET, TO A POINT, AND LEAVE SAID CURVE;

THENCE SOUTH 24° 24' E, 136.45 FEET, TO A POINT;
THENCE NORTH 0° 36' 30" E, 178.00 FEET, TO THE SOUTHEAST CORNER OF LOT 1, TRACT 209730724, 210-09 FEET, OF RECORD IN SAID OFFICE AS PLAT NO. 231-11-45;
THENCE SOUTHWESTERLY 106.37 FEET, ALONG THE EAST LINE OF SAID LOT 1, TO THE SOUTHWEST CORNER OF SAID LOT 1, ON THE SOUTH LINE OF SAID NW/4;
THENCE NORTH 0° 36' 30" E, 296.21 FEET, ALONG THE SOUTH LINE OF SAID NW/4, TO THE CORNER OF SECTION 10;
THE BASE BEARING FOR THIS SURVEY IS THE EAST LINE OF THE NW/4 OF SECTION 10, T50N, R10W, BEING NORTH 0° 36' 30" E.



THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY PERSONS A PERSONS AT THE DATE AND PLACE ABOVE SAID.
WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: 12/31/2008
NOTARY PUBLIC
STATE OF WYOMING

Etna Village Estates Subdivision

Phase I

May 2007
Owned by
Dream Venture II, LLC

CERTIFICATE OF ENGINEER

STATE OF WYOMING | SS
COUNTY OF LINCOLN

I, ERNA J. BERGSON, A CIVIL ENGINEER WITH WYOMING REGISTRATION NUMBER 4800, AMOUNT OF FEES PAID TO THE STATE OF WYOMING FOR MY USE IN THIS SUBDIVISION IS AS FOLLOWS: AND THAT THE PLAN FOR THE DOMESTIC WATER SUPPLY WILL MEET COUNTY, STATE, AND FEDERAL REQUIREMENTS.



THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY ERNA J. BERGSON THIS 4 DAY OF MAY 2007.
WITNESS MY HAND AND OFFICIAL SEAL.
NOTARY PUBLIC
STATE OF WYOMING

MY COMMISSION EXPIRES: 12/31/2007

CERTIFICATE OF APPROVAL

STATE OF WYOMING | SS
COUNTY OF LINCOLN

PURSUANT TO SECTIONS 34-11-103, 34-11-104, AND 19-5-4-30, THROUGH 19-5-4-316, WYOMING STATUTES, 2006, AS AMENDED, ETNA VILLAGE ESTATES SUBDIVISION - PHASE I WAS APPROVED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS HELD ON THE 16th DAY OF OCTOBER 2007 SUBJECT TO THE PROVISIONS OF A RESOLUTION OF SEVERAL AND AMENDMENTS THEREIN, APPROVED ON A VOTE OF 10 AYES TO 0 NAYS BY THE BOARD OF COUNTY COMMISSIONERS AND THAT THE PROVISIONS OF SAID RESOLUTIONS AND AMENDMENTS WILL BE COMPLIED WITH BY THE LANDOWNERS AND THAT THE PROVISIONS OF SAID RESOLUTIONS AND AMENDMENTS WILL BE COMPLIED WITH BY THE LANDOWNERS. THIS INSTRUMENT IS VALID AND EFFECTIVE AS AUTHORIZED BY THE PROVISIONS OF SECTION 19-5-4-301, ET SEQ., WYOMING STATUTES, 2006 AS AMENDED.

LINCOLN COUNTY BOARD OF COUNTY COMMISSIONERS

LESLIE CONNELLEY, CHAIRMAN
TROYE W. BENTLEY, VICE CHAIRMAN
MAYOR VANCEY, COUNTY CLERK
JERRY KRAMER, COMMISSIONER
DAVIDE W. RYAN, COMMISSIONER

CERTIFICATE OF OWNERS

STATE OF WYOMING | SS
COUNTY OF LINCOLN

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THIS SUBDIVISION BEING PART OF NE/4 OF SECTION 10, T15N, R10W, LINCOLN COUNTY, WYOMING IS THE SAME AS THAT SHOWN ON THIS PLAN AND IN ACCORDANCE WITH THE TERMS OF SAID DEED, PERPETUAL RIGHT-OF-WAY GRANTED TO THE OWNER OF EACH LOT WITHIN THIS SUBDIVISION.
THAT THE NAME OF THE SUBDIVISION SHALL BE "ETNA VILLAGE ESTATES SUBDIVISION" AND THAT SAID DEED, "LITTLE CREEK LOOP", ETNA VILLAGE ESTATES AND CHURCH FARM LOOP AS SHOWN ON THIS PLAN ARE PRIVATE ROADS WITH A 40' NON-RELEVANT, PERPETUAL RIGHT-OF-WAY GRANTED TO THE OWNER OF EACH LOT WITHIN THIS SUBDIVISION.
THAT THE UNDERSIGNED OWNERS HEREBY ASSUME A PERPETUAL RIGHT OF INTEREST, ACCESS, AND UTILITIES OVER, UNDER AND ACROSS THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSE OF PROVIDING WATER SERVICE AND UTILITIES TO THE RESIDENTS OF THIS SUBDIVISION.
THAT AGREEMENT FOR UTILITIES AND SERVICES IDENTICAL WITH SAID ROADS AND UTILITIES, WITH A TEN (10) FOOT STRIP OF LAND ALONG THE SIDES AND EDGE OF EACH LOT, ARE HEREBY GRANTED FOR THE UNDERSIGNED INSTALLATION OF UTILITIES, INCLUDING BUT NOT LIMITED TO, WATER SERVICE AND UTILITIES OF SECTION 19-5-4-301, ET SEQ., WYOMING STATUTES, 2006, AS AMENDED, AND THAT THE UNDERSIGNED OWNERS HEREBY GRANT TO THE UNDERSIGNED OWNERS, AS WELL AS FOR UTILITIES FOR FUTURE DEVELOPMENT OF THE SUBDIVISION.

THAT THE SUBDIVISION IS SUBJECT TO OTHER EASEMENTS, RIGHTS-OF-WAY, ENCUMBRANCES, CONDITIONS, RESTRICTIONS, OR RESERVATIONS OF RECORD, OF PHOTOGRAPHIC RECORDS OR FILED CLAIMS. THIS PLAN IS TO COMPLY WITH ALL APPLICABLE CITY, COUNTY AND STATE LAWS, ORDINANCES AND REGULATIONS AND TO COMPLY WITH ALL APPLICABLE CITY, COUNTY AND STATE LAWS, ORDINANCES AND REGULATIONS.
THAT THE UNDERSIGNED OWNERS HEREBY ASSUME A PERPETUAL RIGHT OF INTEREST, ACCESS, AND UTILITIES OVER, UNDER AND ACROSS THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSE OF PROVIDING WATER SERVICE AND UTILITIES TO THE RESIDENTS OF THIS SUBDIVISION.
THAT ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY WAIVED AND RELEASED.
NO LOT IN THIS SUBDIVISION MAY BE FURTHER DIVIDED.
I, THE UNDERSIGNED, HEREBY CERTIFY THAT THIS INSTRUMENT IS VALID AND EFFECTIVE AS AUTHORIZED BY THE PROVISIONS OF SECTION 19-5-4-301, ET SEQ., WYOMING STATUTES, 2006 AS AMENDED.

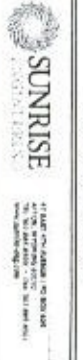
ERNA J. BERGSON
NOTARY PUBLIC
STATE OF WYOMING

ACKNOWLEDGEMENT

STATE OF WYOMING | SS
COUNTY OF LINCOLN

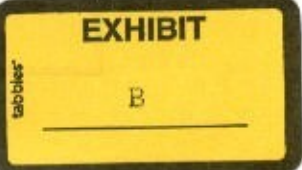
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY ERNA J. BERGSON THIS 4 DAY OF MAY 2007.
WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: 12/31/2007
NOTARY PUBLIC
STATE OF WYOMING

ETNA VILLAGE ESTATES SUBDIVISION - PHASE I

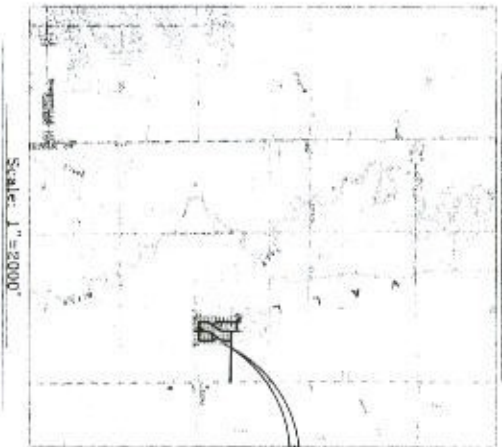


Submitted To:	Lincoln County Board of Commissioners
Submitted On:	10/16/07
Submitted By:	Erna J. Bergson
City/County:	Lincoln
Section:	10
Township:	T15N
Range:	R10W
Legal Description:	NE/4 of Section 10, T15N, R10W, Lincoln County, Wyoming
Map No.:	
Final Plat No.:	
Final Plat Date:	
Final Plat Book:	
Final Plat Page:	

FINAL PLAT



VICINITY MAP



LOT NO.	AREA (SQ. FT.)	AREA (SQ. YDS.)	PERCENTAGE OF TOTAL AREA
1	10,000	0.23	0.23
2	10,000	0.23	0.23
3	10,000	0.23	0.23
4	10,000	0.23	0.23
5	10,000	0.23	0.23
6	10,000	0.23	0.23
7	10,000	0.23	0.23
8	10,000	0.23	0.23
9	10,000	0.23	0.23
10	10,000	0.23	0.23
11	10,000	0.23	0.23
12	10,000	0.23	0.23
13	10,000	0.23	0.23
14	10,000	0.23	0.23
15	10,000	0.23	0.23
16	10,000	0.23	0.23
17	10,000	0.23	0.23
18	10,000	0.23	0.23
19	10,000	0.23	0.23
20	10,000	0.23	0.23
21	10,000	0.23	0.23
22	10,000	0.23	0.23
23	10,000	0.23	0.23
24	10,000	0.23	0.23
25	10,000	0.23	0.23
26	10,000	0.23	0.23
27	10,000	0.23	0.23
28	10,000	0.23	0.23
29	10,000	0.23	0.23
30	10,000	0.23	0.23
31	10,000	0.23	0.23
32	10,000	0.23	0.23
33	10,000	0.23	0.23
34	10,000	0.23	0.23
35	10,000	0.23	0.23
36	10,000	0.23	0.23
37	10,000	0.23	0.23
38	10,000	0.23	0.23
39	10,000	0.23	0.23
40	10,000	0.23	0.23
41	10,000	0.23	0.23
42	10,000	0.23	0.23
43	10,000	0.23	0.23
44	10,000	0.23	0.23
45	10,000	0.23	0.23
46	10,000	0.23	0.23
47	10,000	0.23	0.23
48	10,000	0.23	0.23
49	10,000	0.23	0.23
50	10,000	0.23	0.23

PLAT WARNINGS

- 1. STATISTICAL WARNINGS:**
THE TOTAL AREA OF THIS PLAT IS 4,300,000 SQ. FT. OR 97.73 ACRES. THE TOTAL AREA OF THE PROJECT AREA IS 1,000,000 SQ. FT. OR 22.96 ACRES. THE PERCENTAGE OF THE TOTAL AREA OF THIS PLAT WHICH IS THE PROJECT AREA IS 23.02%.
- 2. LACK OF COMMON SEWER:**
THE PROJECT AREA IS NOT SERVED BY A COMMON SEWER. THE HOMEOWNER WILL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF A PRIVATE SEWER SYSTEM.
- 3. ENHANCED WASTEWATER TREATMENT SYSTEMS:**
THE PROJECT AREA IS NOT SERVED BY AN ENHANCED WASTEWATER TREATMENT SYSTEM. THE HOMEOWNER WILL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF AN ENHANCED WASTEWATER TREATMENT SYSTEM.
- 4. SOIL LIMITATIONS:**
THE PROJECT AREA IS NOT SERVED BY A COMMON SEWER. THE HOMEOWNER WILL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF A PRIVATE SEWER SYSTEM. THE SOILS IN THE PROJECT AREA ARE CLASSIFIED AS "S" (SANDY) AND "SS" (SANDY SILT). THE SOILS ARE NOT SUITABLE FOR CONSTRUCTION OF A COMMON SEWER SYSTEM.

LOT NO.	AREA (SQ. FT.)	AREA (SQ. YDS.)	PERCENTAGE OF TOTAL AREA
1	10,000	0.23	0.23
2	10,000	0.23	0.23
3	10,000	0.23	0.23
4	10,000	0.23	0.23
5	10,000	0.23	0.23
6	10,000	0.23	0.23
7	10,000	0.23	0.23
8	10,000	0.23	0.23
9	10,000	0.23	0.23
10	10,000	0.23	0.23
11	10,000	0.23	0.23
12	10,000	0.23	0.23
13	10,000	0.23	0.23
14	10,000	0.23	0.23
15	10,000	0.23	0.23
16	10,000	0.23	0.23
17	10,000	0.23	0.23
18	10,000	0.23	0.23
19	10,000	0.23	0.23
20	10,000	0.23	0.23
21	10,000	0.23	0.23
22	10,000	0.23	0.23
23	10,000	0.23	0.23
24	10,000	0.23	0.23
25	10,000	0.23	0.23
26	10,000	0.23	0.23
27	10,000	0.23	0.23
28	10,000	0.23	0.23
29	10,000	0.23	0.23
30	10,000	0.23	0.23
31	10,000	0.23	0.23
32	10,000	0.23	0.23
33	10,000	0.23	0.23
34	10,000	0.23	0.23
35	10,000	0.23	0.23
36	10,000	0.23	0.23
37	10,000	0.23	0.23
38	10,000	0.23	0.23
39	10,000	0.23	0.23
40	10,000	0.23	0.23
41	10,000	0.23	0.23
42	10,000	0.23	0.23
43	10,000	0.23	0.23
44	10,000	0.23	0.23
45	10,000	0.23	0.23
46	10,000	0.23	0.23
47	10,000	0.23	0.23
48	10,000	0.23	0.23
49	10,000	0.23	0.23
50	10,000	0.23	0.23

LOT NO.	AREA (SQ. FT.)	AREA (SQ. YDS.)	PERCENTAGE OF TOTAL AREA
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7	10,000	0.23	0.23
8	10,000	0.23	0.23
9	10,000	0.23	0.23
10	10,000	0.23	0.23
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12	10,000	0.23	0.23
13	10,000	0.23	0.23
14	10,000	0.23	0.23
15	10,000	0.23	0.23
16	10,000	0.23	0.23
17	10,000	0.23	0.23
18	10,000	0.23	0.23
19	10,000	0.23	0.23
20	10,000	0.23	0.23
21	10,000	0.23	0.23
22	10,000	0.23	0.23
23	10,000	0.23	0.23
24	10,000	0.23	0.23
25	10,000	0.23	0.23
26	10,000	0.23	0.23
27	10,000	0.23	0.23
28	10,000	0.23	0.23
29	10,000	0.23	0.23
30	10,000	0.23	0.23
31	10,000	0.23	0.23
32	10,000	0.23	0.23
33	10,000	0.23	0.23
34	10,000	0.23	0.23
35	10,000	0.23	0.23
36	10,000	0.23	0.23
37	10,000	0.23	0.23
38	10,000	0.23	0.23
39	10,000	0.23	0.23
40	10,000	0.23	0.23
41	10,000	0.23	0.23
42	10,000	0.23	0.23
43	10,000	0.23	0.23
44	10,000	0.23	0.23
45	10,000	0.23	0.23
46	10,000	0.23	0.23
47	10,000	0.23	0.23
48	10,000	0.23	0.23
49	10,000	0.23	0.23
50	10,000	0.23	0.23

- 5. LACK OF COUNTY ROAD MAINTENANCE:**
THE PROJECT AREA IS NOT SERVED BY A COUNTY ROAD. THE HOMEOWNER WILL BE RESPONSIBLE FOR THE MAINTENANCE OF A PRIVATE ROAD.
- 6. LACK OF SOLID WASTE SERVICE:**
THE PROJECT AREA IS NOT SERVED BY A SOLID WASTE SERVICE. THE HOMEOWNER WILL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF A PRIVATE SOLID WASTE SERVICE.
- 7. EXISTING AGRICULTURAL OPERATIONS:**
THE PROJECT AREA IS NOT SERVED BY AN EXISTING AGRICULTURAL OPERATION. THE HOMEOWNER WILL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF AN AGRICULTURAL OPERATION.

LAND USE TABLE

LAND USE	PERCENTAGE OF TOTAL AREA
RESIDENTIAL	100%
COMMERCIAL	0%
INDUSTRIAL	0%
AGRICULTURAL	0%
RECREATION	0%
UTILITY	0%
OTHER	0%

TOTAL NUMBER OF LOTS: 50
 LOTS 1-50
 AVERAGE LOT SIZE: 0.50 ACRES
 NON-ENCLOSING ACCESS ROAD (ETNA VILLAGE DRIVE)
 CHERRY ZONING
 ACRES IN PHASE 1: 12.75±

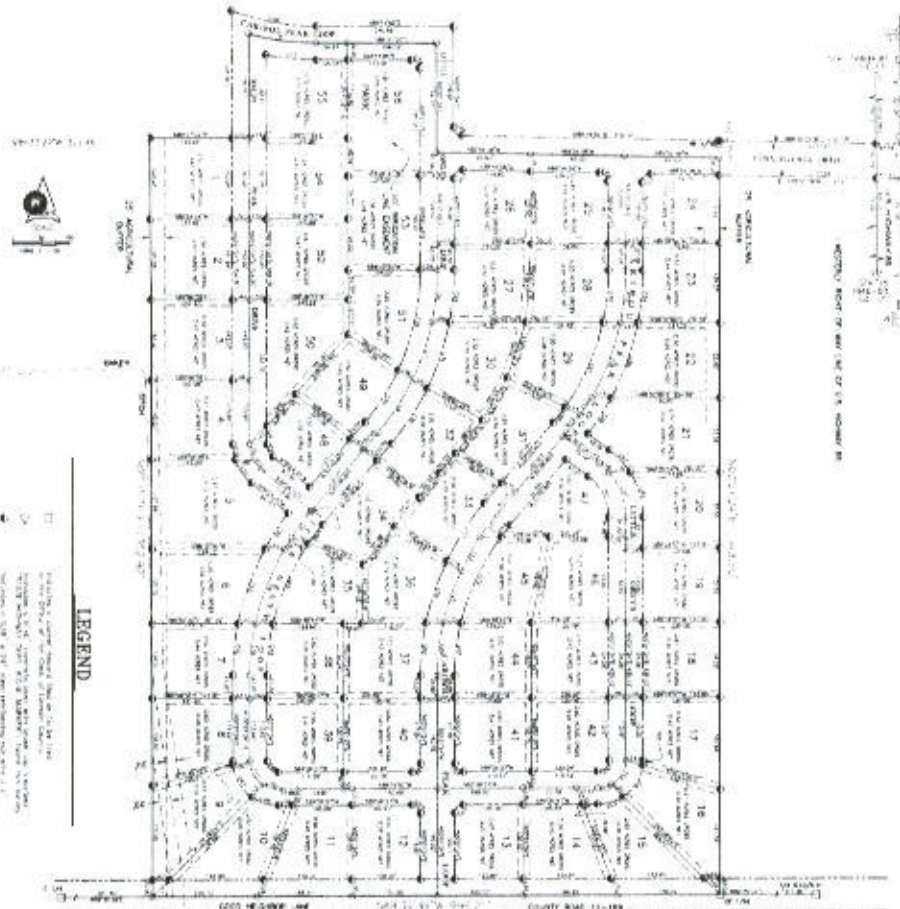
SUNRISE
 A SUNRISE COMPANY
 10000 W. 10TH AVENUE, SUITE 100
 DENVER, CO 80202
 (303) 750-1000
 WWW.SUNRISE.COM

ETNA VILLAGE ESTATES SUBDIVISION - PHASE 1

NO. OF LOTS	TOTAL AREA (ACRES)	PERCENTAGE OF TOTAL AREA
50	12.75±	100%

APPROVED BY THE BOARD OF ADJUSTMENT ON [DATE]
 FILED WITH COUNTY CLERK OFFICE ON [DATE]

FINAL PLAT



LEGEND

- 1. LOT BOUNDARIES
- 2. STREET BOUNDARIES
- 3. UTILITY LINES
- 4. EASEMENTS
- 5. CURB AND GUTTER
- 6. DRIVEWAY
- 7. SIDEWALK
- 8. BIKEWAY
- 9. FENCE
- 10. SIGN
- 11. TREE
- 12. SHrub
- 13. SAND
- 14. GRAVEL
- 15. ASPHALT
- 16. CONCRETE
- 17. BRICK
- 18. STONE
- 19. WOOD
- 20. METAL
- 21. GLASS
- 22. PLASTER
- 23. GYPSUM
- 24. CEMENT
- 25. SANDSTONE
- 26. LIMESTONE
- 27. MARBLE
- 28. GRANITE
- 29. SLATE
- 30. SCHIST
- 31. GNEISS
- 32. QUARTZITE
- 33. METAMORPHIC
- 34. Igneous
- 35. Sedimentary
- 36. Metamorphic
- 37. Volcanic
- 38. Plutonic
- 39. Metamorphic
- 40. Volcanic
- 41. Plutonic
- 42. Metamorphic
- 43. Volcanic
- 44. Plutonic
- 45. Metamorphic
- 46. Volcanic
- 47. Plutonic
- 48. Metamorphic
- 49. Volcanic
- 50. Plutonic

EXHIBIT "C"

COMMON AREA

**All Roadways and Adjacent Sidewalks as Designated on the Plat Mat (Exhibit "B") and on
the Map attached hereto as Exhibit "C"**

Lots 53 and 56 designated as "Park" on Exhibits "B" and "C"

Etna Village Drive designated on Exhibit "B"

EXHIBIT "D"

FUTURE DEVELOPABLE PROPERTIES

DESCRIPTION FOR

4 STARTERS, LLC

ETNA VILLAGE ESTATES – PHASE II

To-wit: --

All of the $W\frac{1}{2}NE\frac{1}{4}$ of Section 10, T35N R119W, Lincoln County, Wyoming being part of that tract of record in the Office of the Clerk of Lincoln County in Book 588 of Photostatic Records on page 359;

EXCEPTING Lot 1 of Good Neighbor Subdivision of record in said Office as Plat No. 131-C; AND

EXCEPTING the lands described on the attached exhibit titled, "DESCRIPTION FOR 4 STARTERS, LLC ETNA VILLAGE ESTATES – PHASE I", dated 26 January 2006;

all in accordance with Plat No. 331-F of record in the Office of the Clerk of Lincoln County titled, "WYOMING 100, LLC PLAT OF SURVEY WITHIN THE $SE\frac{1}{4}SE\frac{1}{4}$ SECTION 3 $NE\frac{1}{4}$ SECTION 10 T35N R119W LINCOLN COUNTY, WYOMING" dated 27 June 2005, as revised.

6 March 2006

