

CHEYENNE, WY 82009



THIRD AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ETNA VILLAGE ESTATES SUBDIVISION

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ETNA VILLAGE ESTATES SUBDIVISION (“Amendment”) is made effective this 24th day of May, 2024 by TGH Industries, LLC, a Wyoming limited liability company (“Declarant”).

WHEREAS, the Declarant entered into and executed that certain Declaration of Covenants, Conditions and Restrictions for Etna Village Estates Subdivision (“Declaration”) dated effective September 13, 2007, recorded on October 15, 2007 as **No. 934052 in Book 675, at Page 512** of the real estate records of Lincoln County, Wyoming, related to certain real property located in Lincoln County, Wyoming, establishing certain covenants, conditions, restrictions, and encumbrances governing the Property and the use and development thereof; and

WHEREAS, the Declaration was subsequently expanded to encompass additional property, known as Etna Village Estates Subdivision Phase II (Second Filing), as provided for in the Declaration recorded on December 22, 2022 as **No. 1028375, in Book 1079, Page 1 of CCR’s**, and subsequently recorded on August 22, 2023 as **No. 1031232 in Book 1092, Page 771 of CCR’s**; and

WHEREAS, Article XI - AMENDMENTS of the Declaration provides:

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;

and

WHEREAS, the Etna Village Estates Subdivision contains a total of 125 building lots of which 60 are privately owned by Owners unaffiliated with Declarant, thus Declarant maintains the ability to make this Amendment unilaterally; and

WHEREAS, Declarant desires to amend the Declaration as set forth herein.

NOW THEREFORE, in consideration of the covenants and agreements herein set forth, the Declaration is hereby amended as follows:

1. **Modification of section 5.1F(iv) Fences:** Notwithstanding any provision in the Declaration to the contrary (including specifically, but not limited to Section 5.1F(iv) addressing Fences), as of the date of this Amendment, the Declaration and all covenants, conditions, restrictions, and encumbrances set forth therein shall be amended to the following:

5.1F(iv) Fences may be constructed which enclose the rear yard and side yard to, but not in front of, the street facade of the home. Fencing may only be constructed as provided for in the first amendment to the CC&Rs. Location variances can be requested for irregularly shaped lots. Fences must be wildlife-friendly, no higher than six (6) 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. Composite may be used as long as it resembles wood and wood tones in color. Chain link fences, barbed wire, or electric fences shall not be permitted. Fence color and staining should be of subdued wood and/or earth tone and non-glossy and non-reflective, which is consistent with the overall design guidelines. The most recently updated EVE HOA fence guidelines posted on the website must be complied with. Fences must be maintained in good repair, including painting/staining as needed. The style and color of all fencing must be approved by the Architectural Review Committee prior to the beginning of any fence construction.

2. **Modification of section 5.1R Snowmobiles and Motorcycles and Off-Road Vehicles:** Notwithstanding any provision in the Declaration to the contrary (including specifically, but not limited to Section 5.1R addressing snowmobiles etc.) as of the date of this Amendment, the Declaration and all covenants, conditions, restrictions, and encumbrances set forth therein shall be amended to the following:

5.1.R Snowmobiles, Motorcycles, and Off-Road Vehicles. Snowmobiles, motorcycles, dirt bikes, all terrain vehicles and similar motorized vehicles properly registered or tagged according to law, licensed, insured and equipped for operation on public roads may be used on subdivision roadways.

3. **Modification of section 5.1S Recreational Vehicle Storage:** Notwithstanding any provision in the Declaration to the contrary (including specifically, but not limited to Section 5.1S addressing Recreational Vehicle Storage) as of the date of this Amendment, the Declaration and all covenants, conditions, restrictions, and encumbrances set forth therein shall be amended to the following:

5.1.S Recreational Vehicle Storage. A maximum of one (1) camping trailer, motorhome, truck-camper type recreational vehicle, which is: (a) operable, (b) plated, (c) registered with tags, and (d) insured, may be maintained on any lot on a long-term basis. Such vehicle must be stored in a garage or other approved permanent enclosed structure, or in an exterior location in a neat, uncluttered, maintained, attractive, and presentable manner, all in the sole opinion and discretion of the HOA Board. Under no circumstances shall the vehicle be used for habitation or residential purposes while on the lot. Exceptions may be made during construction of houses and must be approved by the HOA Board. *Lot guests are permitted to stay in visiting campers for up to two (2) weeks in any thirty (30) day period,*

not to exceed thirty (30) days for any individual in a calendar year unless otherwise approved by the HOA board.

In addition to one (1) camper-type recreational vehicle, a maximum total of two (2) additional recreational vehicles from either the following categories may be allowed on any driveway or accessible space from the driveway, if maintained in a neat, uncluttered, maintained, attractive, and presentable manner, all in the sole opinion and discretion of the HOA Board: 1) utility, cargo, or recreational trailers (occupied or unoccupied). 2) ATVS, motorcycles, or other similar recreational vehicles. Additional recreational vehicles must be: (a) operable, (b) plated, (c) registered with tags, and (d) insured. All other trailers/recreational vehicles, including boats, snowmobiles, all-terrain vehicles, motorcycles, or similar recreational vehicles, shall be parked within a garage or other approved permanent enclosed structure approved by the HOA Board.

Under no condition shall any recreational vehicle be parked or stowed on the roadway system including the bike paths. No abandoned, inoperable, un-plated or un-registered vehicles are allowed to be kept, placed, or maintained on any lot. The Board shall have full power and authority to further regulate the parking and storage of cars, motor homes, recreational vehicles, boats, motorbikes, trailers and other similar vehicles and equipment. No vehicle of any kind shall be rebuilt or undergo major repairs on any property except within a completely enclosed garage which fully screens the sight and sound of the activity from the surrounding lots.

4. **Modification of section 5.1X Fires:** Notwithstanding any provision in the Declaration to the contrary (including specifically, but not limited to Section 5.1X addressing fires) as of the date of this Amendment, the Declaration and all covenants, conditions, restrictions, and encumbrances set forth therein shall be amended to the following:

5.1.X Fires. Fires must be contained within barbeque receptacles or acceptably designed fire pits. Built-in fire pits should be surrounded by masonry and/or hardscape, no bigger than 4 feet inside diameter, minimum of 10 feet from any structure, flammable landscaping, or property line. For store-bought fire pits, follow manufacturer's guidelines. Fires must be attended to at all times. A garden hose connected to a water source must be available and able to reach and extinguish the fire pit. Prior to being left unattended, fires must be COMPLETELY EXTINGUISHED as to not allow an unintentional re-ignite. Burning of trash/garbage is prohibited. All Lincoln County land use regulations must be met, and all Lincoln County Wyoming fire bans must be observed before any fire is started. The homeowner is ultimately responsible for ensuring safe fire pit construction and its use.

5. **Modification of Section 9.4:** Notwithstanding any provision in the Declaration to the contrary (including specifically, but not limited to Section 9.4 addressing Right to Approve Additional Covenants) as of the date of this Amendment, the Declaration and all covenants, conditions, restrictions, and encumbrances set forth therein shall be amended to the following:

Section 9.4. Right to Approve Additional Covenants. So long as Declarant owns a Lot or any other property within Etna Village Estates Subdivision Phase I or Etna Village Estates Phase II, or any future filing or phase of Etna Village Estates, including any Lot or property described on Exhibit “A” or Exhibit “D” to the Covenants, 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.

6. **Modification of Section 1.13:** Notwithstanding any provision in the Declaration to the contrary (including specifically, but not limited to Section 1.13 defining “Lots”) as of the date of this Amendment, the Declaration and all covenants, conditions, restrictions, and encumbrances set forth therein shall be amended to the following:

Section 1.13. "Lots" or "Lot" means the residential Lots created by any subdivision of the Property in accordance with any final subdivision of any plat filed in the Office of the Lincoln County Clerk, including but not limited to Etna Village Estates Subdivision Phase I or Etna Village Estates Phase II, or any future filing or phase of Etna Village Estates, including any Lot or property described on Exhibit “A” or Exhibit “D” to the Covenants, whether described in a Master Plan, Preliminary Plat, or Final Plat.

7. **Modification of Section 1.17:** Notwithstanding any provision in the Declaration to the contrary (including specifically, but not limited to Section 1.17 defining “Property”) as of the date of this Amendment, the Declaration and all covenants, conditions, restrictions, and encumbrances set forth therein shall be amended to the following:

Section 1.17. "Property" means all Lots of all filings and phases of Etna Village Estates, including but not limited to Etna Village Estates Subdivision Phase I or Etna Village Estates Phase II, or any future filing or phase of Etna Village Estates, including any Lot or property described on Exhibit “A” or Exhibit “D” attached to the Covenants, whether described in a Master Plan, Preliminary Plat, or Final Plat.

8. **General Ratification.** Except as otherwise expressly amended herein, the remaining provisions of the Declaration are hereby restated, and the terms and provisions therein are ratified and affirmed.

Signature Page Follows

DESCRIPTION FOR

ETNA VILLAGE ESTATES - PHASE I

000549

To-wit: - -

That part of the 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 661 of Photostatic Records on page 325, described as follows:

BEGINNING at the southeast corner of the W $\frac{1}{2}$ NE $\frac{1}{4}$ of said Section 10;

thence N00°-01'-24"E, 1283.50 feet, along the east line of said W $\frac{1}{2}$ NE $\frac{1}{4}$, to a point;

thence S88°-56'-58"E, 1320.47 feet, to a point on the east line of said NE $\frac{1}{4}$;

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 W $\frac{1}{2}$ NE $\frac{1}{4}$;

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 W $\frac{1}{2}$ NE $\frac{1}{4}$;

thence N89°-39'-39"E, 996.21 feet, along the south line of said W $\frac{1}{2}$ NE $\frac{1}{4}$, 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 NE $\frac{1}{4}$ 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 $\frac{1}{2}$ " 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 $\frac{1}{4}$ " diameter hardened survey nail inscribed, "P-K" on top referenced by a $\frac{5}{8}$ " x 24" steel reinforcing rod with a 2" aluminum cap inscribed, "SURVEYOR SCHERBEL LTD AFTON WY PLS 5368", and other appropriate details;;



**DESCRIPTION FOR
ETNA VILLAGE ESTATES - PHASE I
PAGE TWO**

000550

each "point" marked 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;

each "spike" marked by a 3/8" x 12" steel spike referenced by a 5/8" x 24" steel reinforcing rod with 2" aluminum cap inscribed, "SURVEYOR SCHERBEL LTD AFTON WY PLS 5368", and other appropriate details;

all in accordance with those plats filed 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" with Instrument No. 915455 dated 27 June 2005, as revised and "FINAL PLAT ETNA VILLAGE ESTATES SUBDIVISION - PHASE I BEING PART OF THE NE $\frac{1}{4}$ OF SECTION 10 T35N, R119W, LINCOLN COUNTY, WYOMING", with Instrument No. 930932 dated 30 September 2005, as revised.

13 September 2007

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;

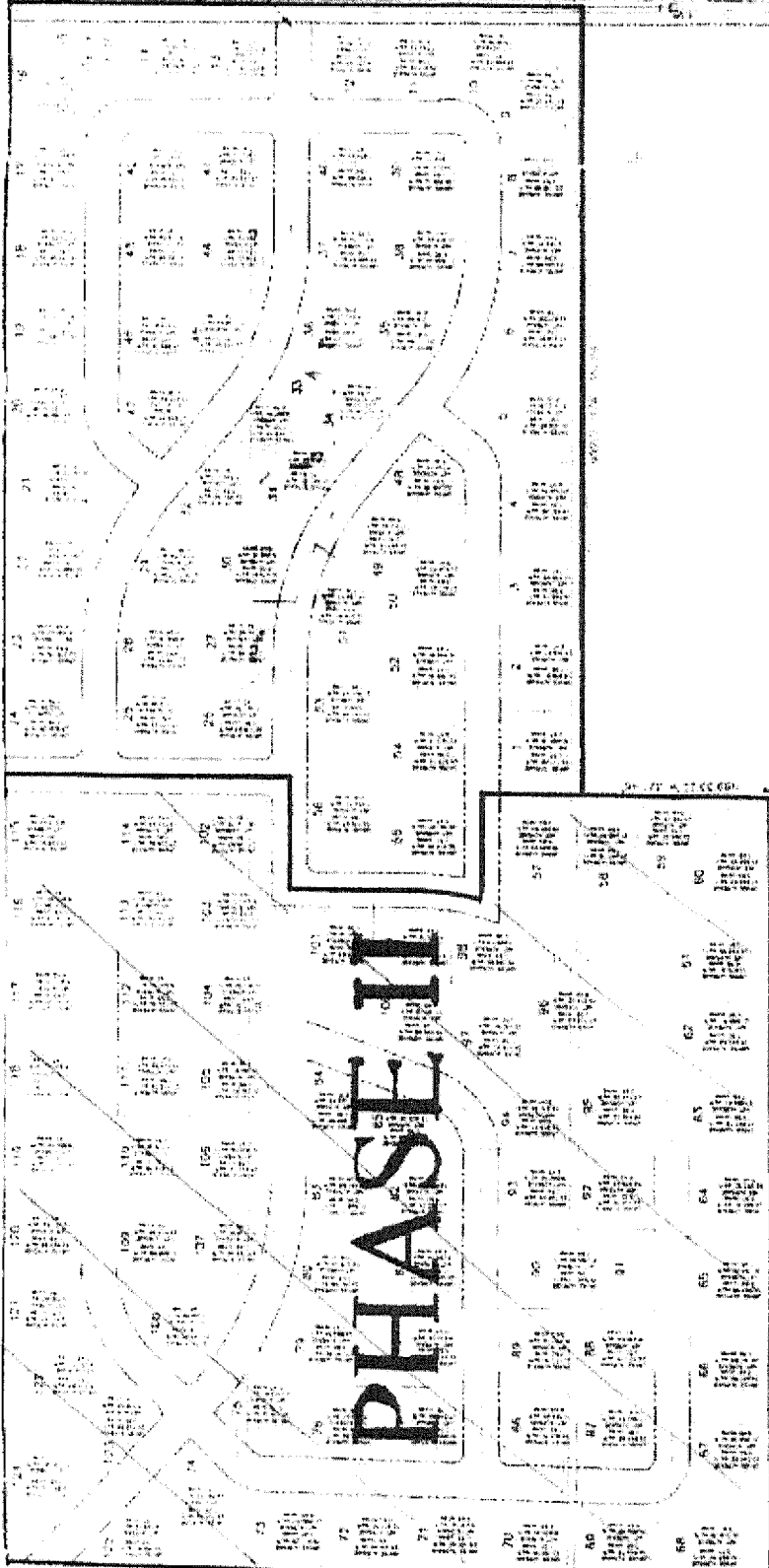
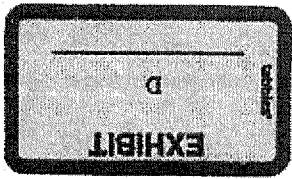
EXCEPTING Lot 1 of Good Neighbor Subdivision of record in said Office as Plat No. 131-C; AND

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 $\frac{1}{4}$ SW $\frac{1}{4}$ SECTION 3 NE $\frac{1}{4}$ SECTION 10, T35N R119W LINCOLN COUNTY, WYOMING" dated 27 June 2005, as revised.

6 March 2006





LAND USE TABLE
 TOTAL NUMBER OF LOTS 172
 LOTS 1-172 SINGLE FAMILY RESIDENTIAL
 LOT 173 COMMERCIAL

SUNRISE ENGINEERING
 21 EAST ALPINE AVE., SUITE 202
 APTON, WISCONSIN 53110
 TEL. 307.585.8700 FAX 307.585.1001
 WWW.SUNRISE-ENG.COM

ETINA VILLAGE ESTATES SUBDIVISION
 BEING PART OF THE 4TH, 5TH, 6TH, 7TH & 8TH SECTIONS 2,
 T14N, R110W, S45M, LINCOLN COUNTY, WISCONSIN

DESIGNED BY: SUNRISE ENGINEERING
 CHECKED BY: [Name]
 DATE: [Date]

NOT TO SCALE

