

**RULES AND REGULATIONS**  
OF  
**CEDARWOODS OF JACKSON HOLE**  
**HOMEOWNERS' ASSOCIATION**

Adopted September 10,  
2004 Revised September 1,  
2006

I. Definitions

All definitions unless otherwise indicated will be consistent with the definitions contained in the "Declaration of the Cedarwoods of Jackson Hole" (referred to hereinafter as the "CC&R's"), unless otherwise indicated.

- A. "Association" refers to the Cedarwoods of Jackson Hole Homeowners' Association
- 8. "Management Committee" of Cedarwoods of Jackson Hole Homeowners' Association refers to those persons appointed to the administration of the Property as defined in Section 2, Paragraph 1 of the CC&R's.
- C. Consistent with Article VIII Section 4 of the CC&R's, "Consent of the Management Committee" includes the authority delegated by the Management Committee to its representative(s).
- D. "Owner" to the \_\_\_\_\_ in \_\_\_\_\_ CC&R's and includes an owner's family, his/her employees, guests and visitors, agents and licensees.
- E. "Tenant" refers to the lessee as described in the CC&R's Article XIV and includes a tenant's family, his/her employees, and guests and visitors.
- F. "Property Manager" refers to the Management Committee's designated representative as authorized by the CC&R's. In the absence of a Property Manager, the Management Committee will provide the homeowners with the name and contact information of the designated representative.

2. Notice

- A. Each Owner is responsible for providing the Property Manager of the Homeowners' Association, in writing, a current mailing address (including street location for overnight delivery), phone number and e-mail address for purposes of receiving communications and required notices from the Management Committee or the Property Manager.
- B. Verbal notice shall include phone calls, answering machine messages, voicemail messages and e-mail. Verbal notice cannot be substituted for written notice as required in this document.

- C. Unless otherwise provided, any notice which any party may give or is required to give may be given personally or by mailing the same, 1<sup>st</sup> class, postage prepaid. Notice will be deemed effective five (5) days after mailing or on personal delivery when receipt is acknowledged in writing by that person making the delivery.
- D. E-mail is valid documentation for voting and proxies in all matters involving the Management Committee. If authorized by any Owner in writing in advance, e-mail may be used by that Owner as official notice or correspondence; otherwise first class mail is required.

### 3. Leasing of Units

- A. Any writing, the following information on all tenants to the Property Manager:
  - 1. Tenant name
  - 2. Tenant mailing address
  - 3. Tenant home phone, cell phone & work phone
  - 4. Tenant vehicle information including; make, year, model, color, license plate state & number, of all tenants' vehicles
- B. Owner shall provide copies of these Rules and Regulations to the tenants residing in the unit.
- C. Owners are accountable for the actions of their tenants and tenants' guests and they are subject to the penalties pertaining to the enforcement of these Rules and Regulations when violated by their tenants and guests. Tenants are subject to all provisions in these Rules & Regulations unless otherwise noted.

### 4. Maintenance

Any exterior improvements or changes including landscaping must first be approved by the Management Committee, in writing, prior to construction or installation. Requests for improvements or changes must be submitted to the Property Manager on the "Architectural Improvement Request Form". The Management Committee must approve/disapprove the request within 30 days of receipt of the form. If approval is required by the Rafter J Homeowners Association, the Cedarwoods owner must obtain that approval before seeking approval from the Cedarwoods Management Committee. If the committee fails to respond within 30 days of receipt of the architectural improvement request, the request will be considered approved and the Owner may proceed with improvements.

8. Each Owner is responsible for maintaining his/her unit, including decks, in a good state of preservation and cleanliness. If an owner refuses to maintain his/her area of responsibility, the Board of Directors may arrange to have the cleaning, maintenance or repairs done by another party at the expense of the Association. The Owner will then receive an assessment for the cost of the work against his/her unit. The assessment will become binding as a lien as authorized in the CC&R's until paid back to the Association.
- C. Lawns and walkways in front of the units and the entranceways to the units shall not be obstructed or used for any purpose other than ingress and egress from the unit.
- D. The planting of additional landscaping, including gardens, but no or of the areas shall be made outside of existing beds and the immediate vicinity of the unit without the pre-approval of the Management Committee.

## 5. General

- A. No Owner shall make or allow any noise that will disturb or annoy the occupants of any of the units in the community or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners.
- B. No illegal activity will be permitted on the premises.
- C. No signs, notices or advertisements shall be displayed on any unit nor shall anything be projected out of the windows of any unit without approval by the Management Committee.
- D. Radio or television aerials or antennae or satellite dishes on the exterior of the units require the pre-approval of the Management Committee.
- E. Outside storage is not permitted. No storage is permitted on decks except for firewood
- F. Storage of any highly flammable liquids or other explosives is strictly prohibited in the units or garages.
- G. All uninsured damage to units or the common area caused by any Owner shall be the legal and financial responsibility of the Owner, including reasonable attorney's fees and collection fees.

## 6. Trash

- A. All trash shall be bagged and deposited in the Owner's trash bins or the bins provided by the sanitation company.
- B. Trash may not be deposited, stored or burned on decks or in Common Areas.
- C. All trash containers must be stored inside the garage.

Trash containers may not be set outside prior to the evening before the morning pickup and must be returned to the garage no later than the evening of the day after the pick up.

- D. All trash containers must be clearly marked with the unit #.

### 7. Pets

- A. No Owner shall house more than two domestic household pets such as dogs or cats.
- B. Dogs must be restrained or leashed at all times they are outside.
- C. The Owner of any pet which is deemed a nuisance by the Management Committee will be given written notice to immediately and permanently the nuisance situation. If the situation is not corrected within the time period specified, the Management Committee may demand in writing that the pet be permanently removed.
- D. Owners are responsible for picking up after their dogs on all common areas.
- E. Tenants of any unit are not permitted to have dogs on the premises at any time.
- F. Tenants who have pets as of September 1, 2004 shall be permitted to keep them until the termination of their current lease or May 31, 2005, whichever occurs first.

### 8. Parking

- A. At no time will parking be permitted in any area designated as a "Fire Lane".
- B. At no time will parking be permitted on the grass.
- C. Owners or tenants may park 2 operable, registered, personal vans and pickup trucks, but excluding oversized trucks, and semi-cabs, outside of their garage. One of those vehicles must be parked in front of the garage door. Any other type of vehicle must be parked inside of the garage. Vehicles parked outside of the garage must fit within the lines of the marked parking spots.
- D. Each Owner will be assigned two numbered parking permits. Each permit must be displayed from the rear view mirror of the vehicle in a manner that is visible from the outside of the vehicle.
- E. Any vehicle parked outside of the garages must display a parking permit.
- F. Owners must provide their tenants with their unit's parking permits.
- G. Permits that need to be replaced for any reason will be at the Owner's expense.

- H. Fines imposed for tenants who violate the parking rules will be assessed against the Owner of the unit.
- I. Any vehicles which are in violation of the Parking Rules and Regulations are subject to towing without notice or any liability to the Property Manager or Management Committee. Any charges related to towing will be at the expense of the owner of the vehicle.
- J. Vehicles are not permitted to park in such a way that will prevent any other unit Owner from accessing his/her garage.
- K. Abandoned, inoperable or unregistered vehicles are not permitted to be parked in the subdivision. These vehicles are subject to immediate towing at the owners expense, without notice to the owner of the vehicle.
- L. Recreational vehicles, boats, snowmobiles, campers and trailers are not permitted to be parked within the subdivision unless inside the garage.

#### 9. Enforcement of Rules & Regulations

- A. An offending unit Owner shall be entitled to one written warning for the first violation of each category of the Rules and Regulations. The written warning shall include a detailed description and time of the offense. The name and unit number of the complainant will be documented and recorded with the Property Manager.
- B. If the violation is not corrected, or if a second violation of the same Rule occurs, a \$50 fine will be assessed against the Owner. For the 3<sup>rd</sup> violation, a \$75 fine will be assessed against the Owner. For the 4<sup>th</sup> and any subsequent violation, a \$100 fine will be assessed.
- C. Any fine assessed shall bear interest from the due date at the rate of twelve percent per annum and the Association may bring action at law against the same or a lien against the Owner's property. Any fine assessed hereunder shall have the same force and effect as an assessment levied pursuant to the CC&R's.
- D. Any Owner cited by the Management Committee for violation of the Rules and Regulations may appeal the decision to the Management Committee within 15 days of receipt of a Warning Notice or Notice of Fine. The appeal must be made in writing and must be complete in its statement of facts to be considered by the Management Committee. The Management Committee must make a decision on the appeal within 15 days. The Management Committee's determination after the appeal will be final.
- E. Fines become assessments against the Owner and are legally binding as a lien upon the unit for which the assessment is made.