

RULES AND REGULATIONS CREEKSIDE VILLAGE HOMEOWNER'S ASSOCIATION

ANIMAL CONTROL

- 1) Tenants/Renters may not have animals on premises at any time.
- 2) Owners that keep pets must abide by the following rules:
 - a) Pets shall be under the physical or verbal control of the owner at all times.
 - b) Owners with pets will be responsible for cleaning up animal feces and other debris caused by the pets.
 - c) Repairing grounds, building and landscaping damage caused by the pets will be at the owner's expense.
 - D) Owners shall not feed animals outdoors.
- 3) If a dog or any other animal becomes obnoxious to other owners by barking, chasing, harassing other pets or people, or otherwise, the owner must cause the problem to be corrected immediately. If the disturbance continues, the owner, upon the written request of the Board will be required to remove the animal or confine the pet to indoors.
- 4) Owners with a dog will be responsible for cleaning up after their pets on all Creekside property.

Failure to comply with the above rules will result in the following fines:

- I) First Offense:
Written notice, hand delivered to the offending unit door and a notice sent certified mail to the current owner of the unit.
 - II) Second Offense and subsequent offenses:
Following the issuance of a written notice, a fine will be levied in the amount of \$100
- 5) Every unit owner shall be entitled to one written warning for any offense of the Rules and Regulations. Following the issuance of a written warning, The Board may levy a fine against the unit owner of \$100. Each day an owner or its tenants are in violation of the Rules and Regulations shall constitute a separate offense for which a fine may be imposed.
- 6) Upon the levying of any fine, the Board shall send written notice to the unit owner of the fine, together with a description of the alleged offense. The unit owner may request that they be heard at the next regularly scheduled Board Meeting following the notice of the alleged offense. The Board shall give an offending owner the opportunity to present their case, at which time the Board shall under a decision by majority of the Board of Directors, whether to levy the fine. Any fine shall bear interest from the due date at the rate of twelve percent (12%) per annum and the association may bring an action of law against the owner personally obligated to pay the same, or foreclose a lien against their property. Any fine assessed hereunder shall have the same force and effect as an assessment levied pursuant to the Covenants.

The foregoing Rules and Regulations were adopted by the Board of Directors at a regularly scheduled Board meeting on the 13th day of June, 2002.

Creekside Homeowner's Association
a Wyoming corporation:

**CREEKSIDE VILLAGE TOWNHOUSES
HOMEOWNERS ASSOCIATION**

RULES & REGULATIONS

The cooperation of each owner, resident or occupant of the Creekside Village Townhouse project support of the following rules & policies, is necessary to assure the convenience and protections that are required for harmonious living. Amendments may be made from time to time upon formal application and ratifications by a majority of the owners.

The address for the Association is as follows

Creekside Village Townhouse
Homeowners Association
P.O. Box ~~4338~~ 2252
Jackson, WY 83001

1. No owner shall make or permit any noises 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, comforts or convenience of other owners.
2. Each owner or renter shall keep such owner's unit and related items in the limited common areas in good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or substance.
3. Owners wishing to rent their units may do so, but will be responsible for ADVISING RENTERS of the Creekside Village Townhouse Project rules & regulations demanding their compliance therewith. Owners are responsible for eviction of renters not complying with rules & policies upon receipt of sufficiently serious or numerous complaints, and upon recommendation by the board of directors for cause. Units cannot be rented for less than 30 consecutive days. No short term rentals.
4. Toilets and other apparatus in the buildings shall not be used for any purpose other than for which they were constructed, nor shall

any sweeping, rubbish, rags, paper, ashes or any other article be thrown in the same. Any damage resulting from misuse or malfunction of any toilets or other apparatus shall be paid for by the owner in whose unit it shall be originated. All owners are responsible for repair and maintenance of heating systems, plumbing, appliances, and other personal items within their individual units, including payment thereof.

5. No agents or management, contractor or workman authorized by management, may enter any unit without having written permission from the owner thereof. However, where any unit abuts, or adjoins another, the owner will be responsible for providing management with a key in or that the manager or his designed representative, together with the necessary parties, may enter in case of a bona fide emergency as specified in the Declaration of Covenants and Conditions.

6. No owner or member of the family, tenant or guest of any owner shall be allowed upon the roof of the units, covered walkways, garages or any of the wall or fences.

7. Any damage to individual units or common area structures or facilities during the course of moving, shall be paid for by the owner and/or tenant responsible.

8. No owners shall use or permit to be brought into the units any flammable oils or fluids, or other explosives or articles deemed extra hazardous to life, limb, or property without in each case obtaining written consent of management. This is necessary to comply with insurance company standards.

9. Residents or occupants shall be held responsible for the actions of their children, guest or pets. Any damage to the buildings or common area caused by children, guest or pets shall be repaired at the expense of the owner, together with a reasonable attorney's fee, should proceedings be necessary for collection.

10. Motorized vehicles shall be prohibited from all areas except parking areas and roadways.

11. Water & sewer will be provided by each owner at their expense. Each owner or tenant is responsible for placing garbage and trash in the common dumpster. No garbage or trash can be stored outside of the individual units.

12. To insure optimum security, no solicitation for goods, services or contributions are allowed. Owners are responsible for notifying the property management in advance of occupancy by individuals other than themselves or immediate family.

13. Bicycles, motorcycles, snowmachines, or other riding and parking is prohibited in the common area except as pertaining to entering and leaving the townhouse project. Horses or other livestock animals are prohibited from the townhouse project.

14. Fireworks are prohibited within the project and within 200 yards from the townhouse buildings.

15. Excessive noise and unruly conduct by residents, tenants, or guests is prohibited in the common area.

16. The grass & walkways at the front and rear entryways of the units shall not be obstructed or used for any purpose other than entry and exist from the units.

17. Recreational vehicles shall not be parked, stored or maintained in the common area (i.e. driveways or interior roadways). All recreational vehicles must be stored in the designated areas provided in the project. Prior approval must be received from the board of directors to be able to store or park vehicles in this area.

18. Residents should assist in maintaining common area by disposing of trash and not littering.

EXTERIOR AND APPEARANCE

19. The exterior of the townhouse units shall not be decorated or altered by any owner in any manner without the prior written consent of the board of directors.

20. No signs, notice of advertisement, for sale, etc., shall be inscribed

or exposed on or at any window or other part of the units, except such as shall have been approved in writing by the board of directors, nor shall anything be projected out of any window of the units without similar approval.

21. No shades, awnings, window guards, radio or television antennas, ventilators, fans or air conditioning devices shall be used in or about the buildings except such as shall have been approved in writing by the board of directors.

22. No owner shall do any painting of the exterior of the units, patios, fences, garages, or storage areas except as authorized by the board of directors.

MISCELLANEOUS

23. Parking - Owners, tenants, and guest cannot park in front of their garages. All parking must be inside the garages or in areas designated for guest parking, not in the driveways. The two bedroom units have two assigned parking spaces, both are in the garage. The three bedroom units have two assigned parking spaces in the garage plus one additional space in the parking area.

24. Pets - Tenants/renters may not have any pets. Each owner occupied townhouse shall be permitted one household pet only. No other animals or fowl shall be kept or maintained on any unit. In the event of any violation of this provision or other nuisance happening involving an owner, lessee or guest's animals(s), the Board of Directors of the Association shall have the right to have the animal impounded and assess a penalty against the owner of not more than \$100.00 plus cost of impoundment, or demand immediate removal of the animals(s) from the Properties. No owner of any animal impounded or removed shall have any right of action against the Association, any member thereof or any individual enforcing these Rules and Regulations, for the impoundment or removal of such animal(s).

25. Penalty - Upon the first complaint of a violation of these rules a warning letter will be sent to the offending owner. Upon the second violation for the same offense, a \$25.00 assessment will be placed on the owners account. Each subsequent offense will result in another

\$25.00 charge to the owners account.

26. Delinquent dues Policy

1. Each homeowner will be billed on a quarterly basis with the dues being considered in arrears after the 10th day of the last month of the quarter;
2. a \$5.00 per month charge will be assessed four times a year;
3. if any homeowner is in arrears more than 4 months, then a certified letter will be sent indicating that the account has been turned over for collection. All expenses incurred for collection of dues, will be the responsibility of the delinquent homeowner.

27. Recreational Parking area

1. The use of the recreational Vehicle Parking area is for owners use only. Each owner must submit a letter to the board of directors to register their vehicle prior to parking in the vehicle parking area.
2. All vehicles must be operable and have current license plates.
3. Out-of-season vehicles must be stored in the back of the parking area (ex: in summer - snowmobiles in the back, in winter - campers, boats should be in the back)
4. Each request will be reviewed by the board on a case by case basis to determine if there is adequate space available in the rec vehicle parking area. When the parking area is full, an owner can request to be placed on a wait list. Their recreational vehicle must be parked off site and not in the general parking area.

28. Architectural Review Committee

An Architectural Review Committee has been established to review all requests for changes to the exterior of any townhouse in the project. The following steps must be followed when submitting a

request:

1. detailed drawing along with a request letter must be submitted in writing to the manager who will then submit the request to the Architectural Review Committee.
2. a \$250.00 non-refundable review fee must be attached at the time the request is submitted.
3. the architectural review committee, shall review each submission at their monthly meeting determining if the request conforms with the CC&R's of the Association. Additional planning approval from the town of Jackson may also be required by the Architectural Review Committee which will be at the owners expense.
4. Appeal Process
 - a. if the Architectural Committee turns down any request, the owner may appeal to the Board of Directors for another review.

Owners are responsible for conveying these rules and regulations to their tenants and guests.

The Creekside Village Townhouse Homeowners Association chooses to enforce these rules and regulations at their discretion.

amended 7/97

RULES AND REGULATIONS CREEKSIDE VILLAGE HOMEOWNER'S ASSOCIATION

OVERNIGHT PARKING

1) Parking

- a) Two bedroom units are allowed two parking spaces in garages therefore: No overnight parking outside of garage or in parking spaces is permitted by owners, tenants, guests of the owner, or guests of the tenants.
- b) Three and four bedroom units are allowed two garage spaces and one outside designated parking space (having a parking permit displayed in the vehicle).
- c) At no time is parking allowed in front of or near garages or any other space that is not designated as a parking area.
- d) Guest parking permits are available for a maximum of seven days. These may be arranged through the property management firm of Creekside Village Homeowners Association during normal business hours Monday through Friday between 9 a.m. and 5 p.m.
- e) The Board will levy a fine in accordance with the following (I, II, and III). Additionally, the Board has the authority to have any vehicle towed at the vehicle owner's expenses, without any liability to the Board for damages occurring to any person or unit owner as a result of said towing and may assess a fine against the owner of the unit, as well as the violator.
- f) In the event that a vehicle is obstructing access to a unit or to the property, the vehicle will be towed immediately.
 - I) First Offense:
Written warning notice will be placed on the vehicle in violation, and sent registered mail to the current owner of the unit.
 - II) Second Offense:
Vehicle in violation will be towed or fined \$75.00 if tow is unavailable.
 - III) Third and subsequent offenses:
Unit owner will be assessed \$100.00 and vehicle will be towed when tow truck is available.

The foregoing Rules and Regulations were adopted by the Board of Directors at a regularly scheduled Board meeting on the 7 day of November, 2002.

Creekside Homeowner's Association
A Wyoming corporation:
