## **Golf Creek Ranch Rules and Regulations**

These Golf Creek Ranch Rules and Regulations have been adopted and approved by the Board of Directors of the Golf Creek Ranch Homeowner's Association (the "HOA") pursuant to Article IV Section 4 of the First Amended Declaration of Covenants, Conditions and Restrictions for Golf Creek Ranch (the "CCRs") and Article VI, Section 1 of the Golf Creek Ranch Second Amended Bylaws.

Throughout these Rules and Regulations, where the term "Owner" is used, the term shall include Owners, their tenants, invitees, and guests. Where a violation or infraction of these Rules and Regulations is committed by a tenant, guest, invitee or other occupant of a Unit other than the Owner, the Owner is responsible for remedying the violation as well as for any costs incurred.

### **General Conduct**

<u>Personal and Property Rights; Privacy; Nuisance</u>. It is the responsibility of every Owner to respect the privacy, property, and personal rights of every other Owner at Golf Creek Ranch. Owners shall refrain from any conduct or actions that would reasonably interfere with the rights, comfort, or convenience of other Owners.

Noise; Quiet Hours. Quiet hours are from 10:00 pm to 8:00 am daily, and no music or unreasonably loud noise is allowed during quiet hours. Repair or construction work that causes noise must be conducted between 9:00 a.m. and 5:00 p.m. Owners must advise the Board and Owners of neighboring units prior to the commencement of any repair or construction work. Unless considered an emergency, it is strongly recommended that any interior repair or approved construction upgrade be scheduled between the months of September and May so as not to inconvenience or interfere with the rights of nearby Owners during the height of Owner occupancy.

#### **Use of Units and Common Areas**

<u>Occupancy</u>. Occupancy for Owner-occupied or rental units is limited to the number of sleeping accommodations in each Unit.

**<u>Decks.</u>** Owners may not use the deck space of any other Unit.

<u>Window Coverings</u>. No shade, awning, or window guards shall be placed on the outside of any Unit.

<u>Satellite Dishes</u>. Satellite dishes or other antennae are permitted on the exterior of Units, but shall be located in an unobtrusive location within the Unit Owner's exclusive control. If an Owner is unable to obtain reception or transmission of adequate quality with placement of a satellite dish in an unobtrusive location, the Owner should contact the Board to determine other options.

No satellite dish or antennae may be installed in, on, or over Common Areas or elements. The Owner installing or causing installation of such satellite dish or antennae shall indemnify the Homeowner's Association and its members from claims and liability for personal injury or property damage caused by the installation, maintenance or use of the antennae or satellite dish within the Owner's exclusive use area.

<u>Pets.</u> No Owner may keep more than two (2) household pets. Renters and guests are not allowed pets of any kind. Dogs must be kept on a leash or on close voice control at all times and shall not be a nuisance. It is the Owner's obligation to ensure that dogs do not run after or endanger wildlife. Owners are encouraged to take their pets to inconspicuous areas to relieve themselves, so as not to negatively impact the aesthetics of the Common Areas. Owners must clean up any mess made by any pet in a timely manner. Owners who fail to do so will billed by the HOA for any clean-up fees.

<u>Vehicles and Parking.</u> Parking is limited to garage space associated with the Unit and one (1) outdoor space. No ATVs, trailers, recreational vehicles, campers, snowmachines, or boats may be parked in the Common Areas overnight. Parking that blocks garage doors or Unit entryways is prohibited, even for short periods of time. No car repairs, including oil changes or fluid servicing, is permitted on any paved surface, parking area or anywhere in the Golf Creek Ranch Common Area.

# Rentals (Short-Term and Long-Term).

- Short-term rentals must be for a minimum of four (4) consecutive nights.
- All Lease Agreements for short-term rentals must include these Rules and Regulations and Owner's shall require the tenants' signature agreeing to adhere to the Rules and Regulations in advance of arrival. Owners must also maintain a list of the Rules and Regulations in each Unit.
- The Owner shall provide the on-site Property Manager with contact information for a person or Property Management business in Teton County, Wyoming that is available to respond to problems or emergencies.
- Owners shall ensure tenant compliance with the Rules and Regulations and are responsible and liable for the actions of their tenants.
- Owners and their designated rental agents are responsible for lost keys and maintenance of the rented Unit, cleaning, or any other tenant issue that may arise.
- Owners must notify the on-site Property Manager whenever a Unit is under lease.

<u>Trash and Recycling.</u> All trash shall be compacted and/or bagged in a waterproof container and placed in the bins located in the trash sheds. No loose trash shall be placed in the sheds or anywhere on the property, and Owners shall ensure that trash doors are securely closed. Owners shall consult with the on-site Property Manager regarding the proper disposal of larger items and landscaping debris/trimmings. Owners are strongly encouraged to recycle.

<u>Lawns.</u> Driving any motorized vehicle and riding bicycles on the lawns within Golf Creek Ranch is prohibited. Any damage caused by such use shall be the responsibility of the Owner.

<u>Mail</u>. Mailboxes are available in Golf Creek Ranch on a limited basis. Mail is the responsibility of each owner. The on-site Property Manager is not responsible for picking up or forwarding mail.

<u>Heating</u>. It is the responsibility of all Owners to ensure that their Units are sufficiently heated to protect against frozen pipes. In the event a pipe or pipes freeze within a Unit causing damage to the Unit or an adjacent Unit, the Owner will be responsible to pay the deductible required by the insurance company in addition to the costs of damages and repairs to any Unit not covered by insurance. This includes any costs related to loss of use.

<u>Vacancy.</u> Owners shall advise the on-site Property Manager when their Unit will be vacant for a period of more than two (2) weeks so water can be turned off. Water can only be left on where there is a system in place to regulate temperature sufficient to ensure that pipes do not freeze. If water is left on at an Owner's request, the Owner is liable for all damage that may occur as a result.

<u>Signs</u>. No signs, notices or advertisements shall be placed in any window or on the exterior of any unit or in the common area.

<u>Grills, Outdoor Cooking.</u> Grills must be kept a safe distance from anything combustible and must remain covered when not in use. Outdoor fire pits are prohibited.

<u>Ponds and Creeks</u>. Wading, swimming, and fishing in ponds and creeks is prohibited. Owners must undertake the necessary supervision of children and dogs to ensure that no wading or swimming occurs.

<u>Hazardous Substances</u>. No propane or other flammable substance, other than fuel used for gas grills or barbeques may be stored anywhere within Golf Creek Ranch, including within the Units. No fire pits are allowed.

<u>Fire Alarms; Smoke Detectors.</u> Tampering with or removing smoke detectors is strictly prohibited. Golf Creek has a fire alarm system for all Units. If an alarm is accidentally set off, you must call 307-733-1243 to IMMEDIATELY report a false alarm, and you must also call the Teton County Dispatch at (307)-733-2331. If you do not call theses numbers, you may receive a call from the fire alarm company inquiring whether you inadvertently set off the alarm. It is the responsibility of all Owners to place the telephone numbers of the Alarm company and the Fire Department in a conspicuous location.

<u>Assessments</u>. Assessments are billed quarterly and must be timely paid. Any assessment or fine not paid within thirty (30) days after the due date shall be assessed a penalty at the rate of eighteen percent (18%) per annum.

<u>Manager Work for Owners</u>. Any request by an Owner for work by the on-site Property Manager that is outside the scope of the Manager's regular duties is at the discretion of the Manager and shall be completed at the Owner's sole expense unless pre-approved in advance.

<u>Manager Access</u>. Each Owner must provide the on-site Property Manager with a key to its Unit. The Manager, its agents, and contractors, may enter any Unit or garage at any reasonable time for any purpose that is allowed under the Golf Creek Ranch CCRs, Bylaws, or these Rules and Regulations. Except in an emergency or for a regularly scheduled inspection, access will be prearranged with the Owner.

### **Maintenance and Repairs; Exterior of Units**

<u>Interior Repairs</u>. Interior repairs are the responsibility of Owners. The only exception is where water damage is caused by a roof leak.

**Exterior Maintenance and Repairs.** Exterior repairs are the responsibility of the HOA, with the exception of glass surfaces and foundations, which are the obligation of the Owner. Where an Owner identifies a necessary exterior repair, the Owner shall immediately notify the on-site Property Manager. Before commencing any glass repair, Owners should likewise contact the Manager to coordinate any other repairs to the window unit that might be required.

<u>Exterior Changes to Units</u>. No exterior change or additions may be made to any Unit without prior, written approval by the HOA Board. Such changes/additions include, but not limited to: aerials, fans, sun control devices, air conditioners, or fencing.

<u>Damage to Common Area/Exterior of Units</u>. Any damage to the Common Areas or structures caused by an Owner shall be the responsibility of the Owner to repair or replace. Arrangements for repair or replacement must be made with the on-site Property Manager.

### **Snow Removal and Landscaping**

<u>Snow Removal.</u> Snow will be plowed when there is an accumulation of two (2) inches or more, into the most efficient and plausible location within each Golf Creek Ranch Group. Walkways to Units will be cleared with any amount of snowfall. When snowfall of more than two (2) inches is forecasted, Owners shall park their vehicles in their garage to alleviate unnecessary obstacles for plowing. Owners who do not want to wait for Association plowing or shoveling may shovel snow away from their Unit (clearing both sides of the walkway) or shoveled from the parking area onto a grassy space within the Common Area. Shoveled snow may not be pushed into the parking area. Parking in front of designated snow storage areas is prohibited. Snow storage piles within groups will be removed or relocated periodically, as deemed necessary by the Association.

<u>Landscaping</u>. All Owners are responsible for the planting and landscaping of the annual flower beds around the perimeter of and connected to each individual Unit. Plans for landscaping or the display of ornamental art or bird baths in Common Areas must be pre-approved by the HOA

Board. Owners are responsible for keeping their flower beds and landscaping weeded and neat in appearance. Owners <u>may not</u> plant any landscaping outside of the Golf Creek Ranch property boundaries, and should carefully observe the golf course boundary.

<u>Trees and Shrubs</u>. Tree cutting without Board permission is strictly prohibited. No tree or shrub that will exceed five (5) feet in height at maturity may be planted without the prior, written approval of the Board.

Owner concerns about a violation shall be directed to the Board via email, and the Board will work to respond in a timely manner. The Board endeavors in all instances to enforce the CCRs and Rules and Regulations in an efficient, effective, and evenhanded manner. No Owner shall engage in any abusive, harassing, or disrespectful behavior, either verbal or physical, or any form of intimidation or aggression directed at other Owners or occupants, or directed at management, its agents, employees, or vendors. Harassment includes, but is not limited to words, gestures, or actions which would reasonably annoy, alarm, or abuse another person. The Board retains full authority to manage complaints in the manner it deems appropriate in accordance with the Association's Bylaws and CCRs.