

RULES & REGULATIONS **SOUTHEAST FORTY HOMEOWNERS ASSOCIATION**

The intent of the rules and regulations is to ensure a community in which all are courteous to one another and may dwell in harmony amid congenial people and surroundings. To facilitate this, as a property owner in this association, you are bound to adhere to these rules. Rental owners are obliged to ensure that these rules are given to and understood by their tenants.

1 HOMEOWNER DUES. Association dues are due on the first day of each month and are delinquent if not RECEIVED by the tenth day of the month.

2 NOISE/DISTURBANCES. No owner or lessee (renter) shall make or permit any noise, smoke or other disturbances which will interfere with the rights, comfort or convenience of others. This includes, without limitation, loud music, or other noises that are audible in other units. Discharge of firearms or fireworks is prohibited in subdivision.

3 ANTENNAS/SATELLITE DISHES. All outside radio or television antennas/equipment must comply with Rafter J covenants and be granted permission by the Rafter J Board.

4 ANIMALS. Pets shall be limited to no more than two (dogs or cats) per unit. Kennel or cages shall be kept out of sight of other units. Other domestic or wild animals are not allowed. **RENTERS ARE NOT ALLOWED TO HOUSE OR KEEP ANY ANIMAL.** Pets shall be on a leash at all times or confined within the residence or enclosed service yard unless accompanied by and under the direct and constant control and supervision of their owner. Pets that are a continuing nuisance may be removed by the Association through the Teton County Dog Control Program. A nuisance shall include, but not be limited to, a dog or cat that barks or howls.

5 TRASH. With regards to garbage, please note that:

- a) Garbage and trash cans must be kept inside garages or out of site at all times except during Friday morning garbage pickup;
- b) All trash must be kept in compactor bags or garbage bags and secured tightly.
- c) All yard debris, clippings from plantings, appliances, household items, batteries, vehicle parts or any other discarded items are to be stored out of sight in the garage or service yard until the owner or renter takes these items to the dump;
- d) disposing of non-trash items at the dump and all associated disposal fees are the responsibility of the owner/resident/renter.

6 USE OF PERSONAL PROPERTY. No unit occupant shall store or make use of personal property outside which may interfere with the comfort and convenience of other unit occupants. No bicycles, toys or clutter shall be continuously left outside unless within the service yard and not visible to others. Not clothes or other similar articles shall be hung out of windows or outdoors where visible to others. Firewood may be stored outside if not visible from other residences or the roadway(s).

7 VEHICLE USE/PARKING. No vehicle which cannot operate under its own power shall remain outside on the premises for more than 24 hours. No repairs of vehicles,

except emergency repair shall be made outside on the premises. No truck or bus, other than a normal size pickup or van owned or driven by an owner or renter, shall be parked on the lands. No boat, trailer, camper or like possession shall be left or stored outside on the premises. No other motor homes, busses, vehicles, too large to park in garages or commercial vehicles shall be allowed to park overnight *without written consent of the Association Board*. All motor vehicles must be maintained so as not to create an eye sore in the community.

8 ROAD/DRIVEWAY USE. No vehicles may be parked on the center drive. Parking for residents and guests should be in garages or driveways. Parking for occasional overflow is permitted in the cul-de-sac EXCEPT IN WINTER when snow removal needs prohibit this use. NO habitual use of the cul-de-sac is allowed.

9 POSTING OF SIGNS. No sign, advertising or other public notices shall be made visible from the *outside on any part of the premises*. Personal name signs are permitted and appropriate small plaques by the front or back doors are acceptable. A sign designating a home for rent or sale is acceptable.

10 BUSINESS USE. Any commercial or business use of units is prohibited. Units shall be used exclusively for single family residential purposes. No unit occupant may actively engage in any solicitation for commercial purposes within the property.

11 WATERING/SPRINKLER USE. Per discussion and approval at the 2002 Annual Members Meeting as well as follow-up approval at the 2003 Annual Members Meeting, the following rules and regulations regarding water and sprinkler usage will apply: Each homeowner shall be responsible for watering and maintaining a green lawn respective to each unit and any common areas adjacent to that specific unit unless water restriction ordinances issued by Teton County state otherwise. Homeowners will be responsible for providing their own hoses and sprinklers to ensure that a green lawn is maintained. These hoses and sprinklers should be disconnected, drained and stored during the winter. Any damages or plumbing failures resulting from hoses or sprinklers left connected to faucets or as a result of faucets left open during the winter season shall be the responsibility of the homeowner. Homeowners who rent their units shall be responsible for ensuring that their respective tenants comply with said regulation.

12 YARD AND GARAGE SALES. Per discussion and approval at the 2003 Annual Members Meeting, each unit within Southeast Forty is permitted to hold or sponsor no more than two (2) yard and/or garage sales per year. Additional yard and or garage sales will require approval from the Board of Directors.

13 DAMAGE TO COMMON PROPERTY. Owners and/or renters may be held responsible for any damage caused by them or their guests to the common property.

14 OUTSIDE IMPROVEMENTS. All outside additions, changes, improvements to the units must be submitted in writing and approved in writing by the Board before work is started. The Board will submit written approval to the Rafter J Board as required.

15 COMPLAINTS/CORRECTIVE ACTION. All complaints to the Board must be submitted in writing to Grand Teton Property Management (GTPM), P.O. Box 2282, Jackson, WY 83001. Written submission must be signed by the author as well as presented in oral form (phone/office visit). Written response will be given by GTPM when necessary and action will be taken if deemed appropriate. No complaint may be acted upon (except in emergencies) by the property manager without the permission of the Board.

16 BINDING CONTRACTS. In addition to the above stated Rules and Regulations, all owners and renters of property shall abide by the Declarations of Covenants, Conditions, and Restrictions; Bylaws; Articles of Incorporation of both the Southeast Forty and Rafter J homeowners associations.

17 VIOLATION/FEES SCHEDULE. The Association shall be entitled to recover all its legal fees and court costs incurred in enforcing these rules and regulations against any owner, renter or the guests of same. The owner, tenant and/or their invitees shall be jointly and severally liable for such fees and costs and for all fines referred to below:

1st Violation: Written notice to the owner and the renter of the violation. Correction should occur within 10 days of the date of the notice of violation.

2nd Violation: Fine of not less than \$20 to be paid within 10 days of the date of the 2nd notice to correct the violation. 2nd Violations include: uncorrected first offense with second notice; or, same type of violation but second offense.

3rd Violation: Fine of not less than \$30 to be paid within 10 days of the date of the 3rd notice to correct the same violation or the same type of violation. 3rd Violations include: uncorrected first offense with third notice; same type of violation but third offense; or, same type of violation but second offense that is uncorrected after second notice.

Those liable will have the right to appeal to the Association's Board of Directors within 10 days of the mailing date of the notice involved.