

SNOKING VILLAGE MASTER RULES AND REGULATIONS

May 20, 2020

These Master Rules and Regulations shall apply to all of SnoKing Village Townhomes (the Properties) until such time as they are amended, modified, repealed, or limited by rules of the Association adopted by the SnoKing Village Homeowners Association Board of Directors.

- 1) **General** – The Properties shall be used for townhome unit purposes.

- 2) **Restricted Activities** – The following activities are **prohibited** within the Properties unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:
 - a) **Dumping:** The dumpster is provided for residents only. Furniture, large appliances, electronics, mattresses, trash and other items are prohibited from being left outside the dumpster. Owners will be fined for violations and expected to pass this on to tenants. Hazardous waste should not be left in or outside the dumpster. If it doesn't fit in the dumpster, owners and tenants are expected to dispose of furniture, bicycles, appliances and other items by transporting these items to the Teton County Transfer Station or Recycling Center.

 - b) Any construction, erection, or placement of anything, permanently or temporarily, on the outside portions of any buildings on the Properties, except for fencing permitted in the Declaration. This shall include, without limitation, basketball hoops, swing sets and similar sports and play equipment, clotheslines, garbage cans, above-ground swimming pools, hot tubs, walls, dog runs, animal pens, or signs (excepting those signs permitted in the Declaration).

 - c) On-site storage of gasoline, heating, or other fuels, except that the Association shall be permitted to store fuel for operation of maintenance equipment, and tenants may store fuel for gas grills (2-20 lb. tanks), small camping stoves and similar equipment;

 - d) **Grills:** Only propane or electric generated grills are allowed on the premises. Grills must be 3 feet or more from walls and flammable material when in use and until the unit is fully cooled. Charcoal grills, any wood burning grills, chimeneas, white gas fueled, etc., are prohibited from the premises.

 - e) Any activity which emits foul or obnoxious odors on the Properties or creates noise or other conditions which tend to disturb the peace or threaten the safety of any Owners of the Properties;

 - f) Any activity which violates local, state or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;

- g) Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy or untidy condition to exist outside of enclosed structures in a Unit;**
- h) Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to an Owner of a Unit. No light shall be emitted from any Town Home which, in the sole discretion of the Board, is unreasonably bright or causes unreasonable glare with respect to any other Town Home.**
- i) Outside burning of trash, leaves, debris or other materials;**
- j) Use or discharge of any speaker, radio, loudspeaker, horn, whistle, bell or other sound device so as to be excessive or unreasonable noise to any other unit owner.**
- k) Use and discharge of firecrackers and other fireworks;**
- l) Dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances anywhere on the property, except fertilizers or herbicides may be applied to landscaping on Properties provided care is taken to minimize runoff by a professional landscape company only.**
- m) Accumulation of rubbish, trash, or garbage except between regular garbage pick-ups;**
- n) Discharge of firearms, provided the Board shall have no obligation to act to prevent or stop such discharge;**
- o) Any business, trade except that an Owner or occupant residing on a Unit may conduct business activities within the Property if it complies with all of the following conditions (i-vi):**
 - i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit including no signs;**
 - ii) the business activity conforms to all zoning requirements for the Properties;**
 - iii) the business activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Properties; and**
 - iv) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.**
 - v) the business is allowed by the Town of Jackson.**

vi) The terms “business” and “trade” as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether:

- (1) such activity is engaged in full or part-time,
- (2) such activity is intended to or does generate a profit
- (3) Or a license is required.

- p) Capturing, trapping or killing of wildlife within the Properties, except in circumstances posing an imminent threat to the safety of the persons using the Properties;
- q) Any activities which materially disturb or destroy the vegetation, wildlife, or air quality within the Properties or which use excessive amounts of water or which results in unreasonable levels of sound or light pollution;
- r) Common area driveways and streets are not to be used as playgrounds.
- s) Wildlife Feeding – Wildlife species may live on or wander through portions of the Property during various times of the year. No Owner or occupant of any Town Home shall feed any wildlife nor place any salt-lick or similar attractant upon the Property so as to attract or habituate wildlife to an unnatural food source; provided however, song bird feeders shall be allowed on a Town Home so long as such feeder is hung from a tree or the Town Home building at a height of more than seven feet above any surface that could be stood upon and so long as the feeder is designed to prevent bird seed from spilling on the ground below.

3) **Prohibited Conditions:** The following conditions shall be prohibited within the Properties:

- a) Structures, equipment or other items on the Properties which have become rusted, dilapidated or otherwise fallen into despair;
- b) Unsightliness: The Common Areas, including driveways, parking spaces, stairways, decking and walkways, shall be kept in a neat and orderly fashion at all times. No exterior area may be used for the storage of recreational equipment, furniture or other goods or merchandise, except as provided by the Board of Directors. Private decks, balconies patios and yards must be kept clear of unsightly debris, trash, pallets and similar items. Owners will be notified to remove items if in place for longer than one week. It is prohibited to drape signs, flags, banners, laundry, blankets, sheets, towels, sleeping bags or similar items over balcony railings, deck walls, in windows or other areas visible from the common area.

4) Rules and Regulations: Owners and tenants must comply with the following rules and regulations:

a) Pets:

- i) The term " Pet" means a domesticated animal generally recognized as a companion to people, such as a dog, cat, fish, or birds. Insects, snakes, reptiles and venomous or dangerous animals are not permitted.
- ii) All animals not considered to be a domestic household pet, including, but not limited to pigs, poultry, fowl, wild animals, cattle, sheep, and goats, are prohibited from being maintained or cared for on the Properties or in a unit thereof.
- iii) Owners and tenants are limited to 2 dogs; or 2 cats; or 1 dog and 1 cat per unit. The number of fish are limited to the capacity of a single aquarium. Birds are limited to 2.
- iv) Owners who rent their unit out to dog or cat owners are required to pay a \$50 per month, per pet (dog or cat), fee.
- v) Owners and tenants shall be responsible for cleaning up the droppings of their household pets.
- vi) All household pets shall be registered, licensed and inoculated as required by law;
- vii) Dogs belonging to townhouse owners, renters, visitors and workers shall not be permitted to run free and unattended. Dogs must either be leashed or under direct voice control of a person who can control the animal.
- viii) No pet or animal shall be restrained by leash, cord, chain, rope, or other attachment fixed to any vehicle, post, tree, or other structure or object within the Properties thereby allowing such animal to become a nuisance or interfere with pedestrian or vehicular traffic in and around any public area within the Properties. Contractors, sub-contractors and any other person providing services to a Unit may not bring dogs onto the Properties.
- ix) The owner of a unit where a household pet is kept, as well as the legal owner of such pet, shall be jointly and severally liable for any and all damage and destruction caused by the pet, and for any clean-up of driveways, walk-ways, common elements, or other units necessitated by such Household Pet. Cleanup of all pet feces is mandatory.
- x) Nuisance Pet - If any Pet is identified by the Board, in its sole discretion, as being a nuisance or presenting a danger to others as a result of, among other behaviors, excessive noise or odors, threatening behavior towards people or other animals, destruction of property, or chasing or otherwise harassing wildlife, the Board shall have the authority to:

First offense have such animal or animals impounded at any available location, and shall assess a penalty against the Owner of the Town Home on which such animal or animals reside of not more than \$100.00, plus all costs of impoundment.

Additional offense -If in the discretion of the Board, any such animal is deemed to be a chronic nuisance or danger to others due to more than one incident of any such behaviors, the Board shall have the authority to have such animal or animals permanently removed from the Property, or impounded and shall assess a penalty against the Owner of the Town Home on which such animal or animals reside of not more than \$500.00, plus all costs of impoundment.

The assessment created by this Section shall constitute a lien on the Town Home of the Owner so assessed, subject to all provisions of the Covenants, Article VII, Section relating to payment and collection in the event of non-payment.

b) Bicycles:

- i) Bicycles should only be stored in the common bicycle racks, within the units, or in the private deck space. It is prohibited to store bicycles in the common areas, including leaning up against the building, outside the private decks, on walkways and staircases, or locked to the parking lot fence or trees.**
 - ii) Grand Teton Property Management has been authorized by the board to cut the locks and remove violating bicycles and abandoned bicycles. The owner will be assessed a fine (for labor, transport and storage) before the bicycle is returned. Abandoned bicycles will be tagged for 2 weeks. If they have not been removed, they will be donated to charities or sent to the recycle center.**
- c) Snow Removal: Residents must remove snow daily from any deck or balcony overhanging another unit or common walkway, to prevent dripping and ice buildup below. Otherwise, decks and balconies must be cleared of snow whenever they accumulate 6" or more.**
- d) Vehicle Parking, Storage, Operation and Repair:**
- i) "Permitted Vehicles" shall mean all passenger automobiles, SUVs, street legal motorcycles, vans and one-ton or smaller pick-up trucks. Only Permitted Vehicles that are legally licensed may be parked on the common elements parking lot.**
 - ii) Each Town Home unit is assigned two (2) designated parking spaces. There is no designated guest parking, though owners may allow guests to utilize their designated parking spaces.**
 - iii) No resident or visitor shall be allowed to park vehicles and motorcycles anywhere on the property that is not a designated parking spot. The fire lane (driveway) must remain clear except by permit described in (ix) below. Parking in front of the dumpster is prohibited.**
 - iv) Non-vehicle personal property such as coolers, sports equipment, bicycles, storage containers, tires, vehicle parts, fuel, paint, liquids, construction equipment and other similar items are prohibited from overnight storage in the parking lot.**

- v) No resident or visitor shall be allowed to reside or camp overnight in a vehicle or RV in the parking lot. Motorized recreational vehicles are allowed in an assigned parking space but are limited up to the size of a van or pickup truck.
- vi) Small trailers such as a raft, dory or motorcycle trailer are permitted in an assigned space from May to October only. The trailer and tongue may not extend beyond the assigned space.
- vii) Abandoned or inoperable vehicles, or any other similar vehicles (collectively the "Prohibited Vehicles") shall not be parked or stored in or upon the common elements parking lots or streets within the Properties.
- viii) Maintenance - No vehicle of any kind shall be maintained (except, minor cleaning, adding air to tires, changing wipers and similar minor maintenance), repaired, repainted, serviced or rebuilt on any Common Element—parking or street. Oil changes are prohibited. Residents must ensure that the vehicle is not leaking oil or other fluids. Any automotive fluid leak must be cleaned up immediately by the vehicle owner and action taken to stop the leak.
- ix) Delivery and Moving Trucks - Residents may apply to Grand Teton Property Management for a temporary parking permit to allow delivery and moving trucks to park in the traffic lane for the purpose of loading and unloading. A permit is not required for loading and unloading for less than one hour. The permit requires a contact number for the tenant and immediate movement of the vehicle to allow egress for private vehicles. Permits require the permit holder to notify affected tenants at least 24 hours in advance.
- x) Illegal Parking and Towing - Owners, tenants and visitors may not park in parking spaces designated for other units unless permission has been granted by the occupant of the assigned space. Improperly parked vehicles will be towed at the owner's expense. Owners/tenants of the assigned space may request a tow truck on their own or ask Grand Teton Property Management to request a tow. Jackson Police Department should be notified if a vehicle is towed but will not take responsibility for towing non-permitted vehicles on private property. They will coordinate with the violator to report where the vehicle was towed.
- xi) Vehicles on the Property shall not be allowed to idle for more than 10 consecutive minutes.

5) **Architectural Changes:**

- a) No building, fence, wall, other structure, or change to common or limited common area, or exterior of unit therein will be made until the plans, specifications and applications showing the nature, kind, shape, height, materials, and location in relation to surrounding structures and topography has been approved by the Board of Directors of the Association.
- b) In the event said Board fails to approve or disapprove such design and location within sixty (60) days after said plans and application have been submitted, approval will not be required and this article will be deemed to have been fully complied with.

- c) Exterior siding, trim, fencing, doors and windows must match existing colors as approved by the Board of Directors.

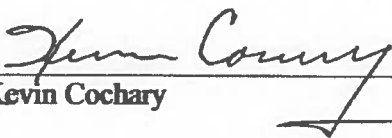
6) Notification of Injuries or Property Damage:

- a) Owners, tenants, guests and visitors must notify Grand Teton Property Management within 24 hours if they are injured or suffer property damage occurring within the common area of Sno-King Village Townhomes. This will allow Grand Teton Property Management and the Sno-King HOA Board to investigate and photograph the incident, the location, and correct any hazard.


7) Penalty Fee Schedule:

- a) Fee schedule is based upon individual "type" of offense and is not based on a collection of different types of offenses.
 - i) First Offense: Written warning notice sent via email or registered mail to the current owner of the unit with 30 days to correct. (Note: If the violation is repeated within a two-year period of receiving the first written notice, no subsequent notice will be sent. A second offense penalty fee of \$100 will be immediately assessed)
 - ii) Second offense \$100.
 - iii) Third offense \$200.
 - iv) Subsequent offense \$500.
- b) All charges are due to the Association upon notification to the Owner that a charge has been assessed. After 2 weeks, overdue charges shall become a lien against the Owner's unit. The Association has the right, to the extent allowed under Wyoming law, to collect said lien in the same manner as other charges and assessments.

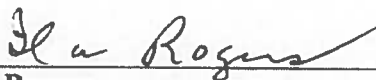
The foregoing Rules and Regulations were adopted by the Board of Directors, at a Board Meeting on May 20, 2020.



Kevin Cochary



Mike Donovan



Ila Rogers