

## **THE GROVE CONDOMINIUMS MASTER RULES AND REGULATIONS**

These Master Rules and Regulations for The Grove Condominiums (these “Regulations”) shall apply to all of the Owners of the Property until such time as they are modified, cancelled, limited, excepted, or expanded pursuant to Article VI in the Declaration of Condominium for The Grove Condominiums, as recorded in the land records of Teton County, Wyoming and as the same may be amended from time to time (the “Declaration”). All capitalized terms used in these Regulations shall have the same meaning as defined in the Declaration.

Each Owner shall be responsible for the observance of all the Regulations by the Owner’s family members, guests, invitees, employees, contractors and agents.

**1. Residential Purposes Only.** The Property shall be used only for residential purposes and no home businesses, as such term is defined in the Teton County Land Use Regulations, shall be allowed.

**2. Restricted Activities.** The following activities are prohibited or limited within the Property unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board, as follows:

**(a) Use of Vehicles.** Off-road use of vehicles and off-trail use of any form of motorized or non-motorized transportation are prohibited, except by the Association where needed for the upkeep of the Common Elements and except the use of vehicles to respond to emergencies or for handicap access to the Units or Common Elements.

**(b) Pets and Animals.** Each Unit shall be entitled to a maximum of one (1) dog and one other Household Pet (the term Household Pet means generally recognized Household Pets other than a dog, such as cats, fish, birds, rodents, and non-poisonous reptiles), except that only one (1) of the Household Pets may be a dog and so long as such pets are not kept for any commercial purpose, do not cause an unreasonable amount of noise, odor, or do not otherwise become a nuisance to other Owners.

No Owner or keeper of any animal who is visiting or working on the Property shall be permitted to allow such animals to run free. Also, 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 Property thereby allowing such animal to become a nuisance or interfere with pedestrian or vehicular traffic in and around any public area within the properties.

The Board shall have the broadest authority permissible by law to regulate and control the keeping of Household Pets in the Property, including the ability to levy a fine not to exceed \$250 per incident, and the provisions of this subsection and the relevant sections in the Declaration to preserve the peace and enjoyment of the Property for the Owners.

**(c) Odors.** Any activity which emits foul or obnoxious odors on the Property and which tends to disturb the peace or threaten the safety of the occupants of the Property is prohibited;

(d) **Governmental Regulations.** Any activity which violates local, state or federal laws or regulations is prohibited; however, the Board shall have no obligation to take enforcement action in the event of a violation;

(e) **Hobbies.** Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy or untidy condition to exist outside of an Owner's Unit is prohibited;

(f) **Noxious Offensive Activities.** Any noxious offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Elements or to the occupants of other Property is prohibited:

(g) **Burning.** Burning of trash, leaves, debris or other materials is prohibited, except by the Association or a landscape maintenance company or individual hired by the Association in the regular course of landscaping work on the Common Elements;

(h) **Noise.** Any activity which creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of the Property is prohibited. Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible outside a Unit is prohibited, except alarm devices used exclusively for security purposes. Unreasonable noise after 10:00 pm and before 8:00 am which is disturbing to others is prohibited;

(i) **Fireworks.** Use and discharge of firecrackers and other fireworks are prohibited;

(j) **Dumping.** Dumping of grass clippings, leaves or other debris, petroleum products, or other potentially hazardous, toxic or offensive substances or materials anywhere within the Property is prohibited, except by the Association or a landscape maintenance company or individual hired by the Association in the regular course of landscaping work on the Common Elements;

(k) **Garbage.** Accumulation of rubbish, trash, or garbage is prohibited except between regular garbage pick ups, and then only in approved containers not visible from other Units or the Common Elements;

(l) **Parking.** Parking is limited to two vehicles per unit. All parking spaces in Phase 2 that are not marked as designated to a unit are visitor parking and shared parking with the Phase 1 building. Visitor parking is limited to a maximum of a three day period unless prior approval is received from the HOA. Parking of non-operational vehicles for longer than three days is prohibited.

(m) **Recreational Vehicles and Other Items.** The storage of recreational vehicles or equipment (including, but not limited to boats, campers, trailers, and motor homes), furniture, and any other items or structures, and the dumping or storing of ashes, trash garbage, junk or other unsightly or offensive materials so as to be visible from another Unit or the Common Area is prohibited. Parking of any vehicles, equipment, or other items on the Phase 3 property is prohibited.

(n) **Landscaping.** Changing the landscaping, including but not limited to planting of flowers, shrubs, or trees, construction of decks, or altering the irrigation system without prior approval from the HOA board is prohibited. All Limited Common Area Yards are the responsibility of the Owner to maintain, and must be kept in a manicured state (mowed, trimmed, and free of weeds). Fencing is the responsibility of the HOA to maintain unless damage to fences is caused by Owners.

(o) **Drainage; Alteration of Ditch.** Obstruction or rechanneling of drainage flows in the Property is prohibited;

(p) **Firearms.** Discharge of firearms is prohibited; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(q) **Storage of Hazardous Substances.** On-site storage of gasoline, heating or other fuels is prohibited, except that a reasonable amount of fuel may be stored within each Unit for emergency purposes and operation of tools or equipment that are otherwise permitted in the Property, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment. On-site storage of hazardous materials is prohibited except in types and quantities typically found in a residential setting;

(r) **Businesses; Garage Sales, etc.** Any business, trade, garage sale, moving sale, rummage sale, or similar activity is prohibited except home businesses that meet the definition of “Home Occupation” as such term is defined in the Teton County Land Use Regulations (LDRs).

*LDR Division 6.1.11.D Home Occupation: A Home Occupation is an accessory nonresidential use conducted entirely within a residential unit or on-site structure accessory to the residential unit. The intent of a home occupation is to give small, local businesses a place to start. Home Occupations are intended to be at a residential scale, once they grow beyond a certain size they can no longer be characterized as Home Occupation. Home Occupation includes professional services (e.g. accountant, physician, real estate agent), studios (e.g. art, handcraft, music), tailor, repair of furniture and small appliances, tutoring or classes, counseling (primarily for individual persons).*

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 (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required;

(s) **Wildlife.** Chasing, harassing, capturing, trapping or killing of wildlife within the Property is prohibited, except in circumstances posing an imminent threat to the safety of persons within the Property;

(t) **Destructive Activities; Water Use; Sound or Light Pollution.** Any activities which materially disturb or destroy the vegetation, landscaping, wildlife, or air quality

within the Property or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution are prohibited;

(u) **Carport Conversions.** Conversion of any carport to finished space for use as a living area of any kind prohibited;

(v) **Unit Exteriors; Fence Prohibition.** Any alteration to the exterior surfaces of the Buildings is prohibited, including without limitation the Limited Common Elements-Yard and Limited Common Elements-Deck. The Association has absolute control over the exterior of all elements and aspects of the Property, and no Owner shall, without the express prior written consent and approval of the Board, (i) perform or cause to be performed any painting, staining or other resurfacing of the exterior surfaces of any walls, exterior doors, windows, decks or balconies of the Units, (ii) perform or cause to be performed any alteration, change, maintenance, repair, improvement, restoration, replacement, destruction, defacing or other damage of any structural elements and roofs, common lighting or utilities, landscaping or other Common Elements of the Property (including exterior walls, doors, door frames, windows, window frames, decks or balconies), or (iii) permit any construction, erection, storage or placement of any thing, permanently or temporarily, on the outside of a Unit (including under decking, stairwells, entrances), including without limitation, basketball hoops, swing sets and similar sports and play equipment; children's toys; recreational vehicles, gear and equipment; clotheslines; garbage cans; above-ground wading or swimming pools; hedges, walls, dog runs, animal pens, or fences of any kind and signs of any kind except approved signs for home address numbers;

(w) **Limited Common Elements; Recreational Storage.** All balconies, decks, and the like must remain clear of all items except firewood and appropriate deck or patio furniture and fixtures. Recreational equipment such as bicycles, skis, kayaks, strollers, trailers, sleds, etc., must be stored inside the Unit or otherwise not visible in an appropriate manner. Bicycles may only be visibly stored if they are attached to a General Common Area bike rack; Sidewalks are to be kept clear of household items and bicycles.

(x) **Mining, etc.** Any mining, quarrying, drilling, boring, or exploring for or removing geothermal resources, oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel, sand, top soil, or earth;

(y) **Crawlspaces and Attics.** Any use, occupancy, alteration, construction or entry into the crawlspaces underneath the floors of the Units or the attics above the ceilings of the Units, except as strictly necessary to perform maintenance on the utility lines contained within such prohibited areas. The crawlspaces contain stego mat vapor barriers for the protection of the improvements constructed within the Buildings and any perforation of the stego mat vapor barriers could have an adverse effect on all Units within the affected Building; and

(z) **Satellite Dishes.** The installation of satellite dishes on the exterior of the Buildings is prohibited, except for satellite dishes of the minimum size available for residential use from reputable satellite providers, the placement of which and approval for which shall be obtained from the Association in writing prior to installation. Only one satellite dish is allowed per building, unless otherwise approved by the Association, and once installed will become General Common Area for the use of all owners in the building. Any satellite dishes that are not in use, must be removed from the building.

(aa) **Outside Grills.** Outside grills are permitted only on Limited Common Area Decks and Limited Common Area Yards.

(ab) **Non-native Plants.** Non-native invasive plant species shall not be used in landscape plans. Disposal of cuttings of these or any other ornamental plants on the Property is strictly prohibited.

(ac) **Smoking.** Smoking is prohibited in all General Common Elements of the Property, including without limitation parking and landscaped areas.

3. **Compliance and Enforcement.** Every Owner of a Unit shall comply with these Regulations. The Board and the Association may enforce these Regulations in the same manner as provided in the Declaration for the provisions of the Declaration and the Governing Documents.

4. **Late Payment of Homeowner's Association Dues:** HOA payments are due by the 1<sup>st</sup> day of each month, and are considered late if not received by the property management company by the last banking day of the month. A late fee of \$25.00 will be charged on each late payment, and 18% interest will be charged on any unpaid balance more than 30 days past due.