

VIRGINIAN VILLAGE CONDOMINIUMS MASTER RULES AND REGULATIONS

These Master Rules and Regulations shall apply to all of the Virginian Village Condominiums Addition to the Town of Jackson (the “Properties”) until such time as they are amended, modified, repealed or limited by rules of the Association adopted pursuant to Article III of the Declaration of Virginian Village Condominiums (the “Declaration”). The definitions contained in the Declaration are incorporated by reference herein. The Master Rules and Regulations are rules and regulations approved by the Board in addition to those rules, regulations, conditions and restrictions set forth in the Declaration. The Board may include the certain rules, regulations, conditions and restrictions set forth in the Declaration within this document for purposes of convenience to Owners.

A. Restricted Activities and Conditions. The following activities and conditions are prohibited within the Properties unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:

1. Owners shall be responsible for cleaning up the droppings of such Owner’s Household Pets. All Household Pets shall be registered, licensed and inoculated as required by law.
2. Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to an Owner of another Unit after 10 p.m. Mountain Standard Time, except alarm devices used exclusively for security purposes.
3. No window heating or air conditioning unit shall be installed within any Unit.
4. Accumulation of rubbish, trash, or garbage except between regular garbage pick-ups, and then only in the General Common Elements designated as the trash collection area.
5. Garage sales and rummage sales are prohibited within the Project.
6. **Water Overflow.** In case of continuous water overflow, the Owner should immediately turn off water and turn the shut-off valves, e.g. behind the toilet or under the sink to “Off” position.
7. **Water Cut-Off.** Except in the case of an emergency, no person may interfere with or interrupt the water lines on the Properties, including water lines to an individual Unit, without the prior knowledge and cooperation of the Association. An Owner who requires a water cut-off for the purpose of remodeling shall submit a written request to the Board at least five days prior to the requested water cut-off.
8. **No Smoking.** Smoking is specifically prohibited within the General Common Elements and the Limited Common Elements, including but not limited to the outdoor areas designated as LCE – Deck and LCE – Porch.
9. **Combustibles.** Except for household cleaning products, an Owner may not store or maintain, anywhere on the Project, including within a Unit or LCE-Storage, explosives or other combustible material.
10. **Intended Use.** Each area on the Project may be used only for its intended use and obvious purpose. For example, stairways, elevators, corridors,

walkways and the parking garage are used exclusively for purposes of access, not for social congregation, recreation or storage.

B. Rules and Regulations from Declaration.

1. **Signs.** No signs whatsoever, including, but without limitation, commercial, political and similar, visible from neighboring Units, shall be erected or maintained upon any portion of the Building, except:

(a) Standardized unit number signs to be installed by Declarant outside the entrance of each Unit and an additional identification panel(s) may be installed by the Association on the first floor of the Building in a location to be determined by the Board.

(b) During the time of construction of improvement, job identification signs having a maximum face area of three (3) square feet per sign and of a type usually employed by contractors, subcontractors and tradesmen.

(c) Not more than one "for sale" or "for rent" sign per Unit provided such signage shall having a maximum face area of two (2) square feet and shall be approved by the Board prior to its installation, and provided that if at the time of any such desired use the Association is providing such "for sale" or "for rent" signs for the use of Owners, the sign provided by the Association shall be used, and any such sign shall be displayed in a Unit pursuant to the Master Rules and Regulations.

(d) Those signs protected by law as set forth in the Section 3.5 of the Declaration.

(e) Those signs permitted by the reserved right of Declarant and its agents pursuant to Section 9.2 of the Declaration.

The Board or its designee shall have the right to enter a Unit or the Properties and remove any sign in violation of these Rules and such action shall not be deemed a trespass. The Board shall not be responsible for any damage done to a Unit, the Building or the sign in removing the non-conforming sign, and all costs of removing and caring for the non-conforming sign as incurred by the Board shall be assessed against the applicable Unit Owner.

2. **Domestic Animals.** Each Unit shall be entitled to no more than one (1) Household Pet. The term Household Pet means a generally recognized Household Pet such as dogs, cats and birds. A Household Pet may not be kept for any commercial purpose and may not cause an unreasonable amount of noise, odor, or do not otherwise become a nuisance to other Owners. All Owners or Occupants with a Household Pet shall keep the animal restrained within the Common Elements in accordance with the leash laws of the Town of Jackson and Teton County, Wyoming. Pets shall be fed indoors or, if fed outdoors shall be fed in a manner as not to become a wildlife attractor. "Nuisance" means any noisy animal, any vicious animal, any non-domestic household pet, or any animal which chews, tears, digs in or scratches, litters or soils, destroys, or in any other manner injures clothing, garbage containers, gardens, flower beds, lawns, trees, shrubbery, or any other property within the Properties. Excessive, continued, or untimely barking, molesting passersby, chasing vehicles,

habitually attacking other animals, trespassing upon private property in such a manner as to damage property shall also be deemed a nuisance. "Noisy animal" means any animal which habitually, constantly, or frequently disturbs the sleep, peace, or quiet of any person. The Board shall have, and is hereby given, the right and authority to determine in its sole discretion that a Household Pet is being kept for a commercial purpose, or are otherwise a Noisy animal or a Nuisance, or that a Owner is otherwise in violation of this Section, and to take such action or actions as it deems reasonably necessary to remedy the violation. Without limiting the generality of the foregoing, the Association may require the owner or custodian of a dog that barks or howls excessively, or of a Household Pet with other offensive habits, to confine such animal indoors. Further, the Association may require an Owner, at its own expense, to remove a pet determined by the Association to be a Noisy animal or a Nuisance pet and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the Unit and remove the Noisy animal or a Nuisance; it being understood that any such action shall not be deemed a trespass and that the Association may assess a penalty of \$500.00 per animal plus the costs of impoundment. On the third violation, in addition to the foregoing penalties, the Noisy animal or Nuisance shall be removed from the Properties and the Association has the right, in its sole discretion, to terminate the right of an Owner to keep a Household Pet on the Properties. No Owner of any animal impounded shall have the right to bring any action against the Association or any member thereof, for the impoundment of such animal.

No owner or keeper of any animal who is visiting or working on the Properties 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 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.

The Owner of a Unit where a Household Pet is kept, as well as the legal owner of such pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the pet, and for any clean-up of driveways, walkways or Common Elements affected by such Household Pet. 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.

3. **Vehicle Parking, Storage, Operation and Repair.**

(a) "Permitted Vehicles" shall mean all passenger automobiles and one ton or smaller pick-up trucks. Only Permitted Vehicles may be parked on the LCE – Parking.

(b) No boats, trailers, buses, motor homes, campers (on or off road supporting vehicles), snowmobiles, go carts, recreational vehicles, golf carts, industrial or commercial vehicles (both cabs or trailers), abandoned or inoperable vehicles (as defined below), or any other similar vehicles (collectively, the "Prohibited Vehicles") shall be parked or stored in or upon the LCE – Parking, and no vehicle of

any kind shall be maintained, repaired, repainted, serviced or rebuilt on any LCE – Parking.

(c) Notwithstanding the foregoing, Prohibited Vehicles may be temporarily parked on LCE – Parking for loading, delivery or emergency purposes, but only for the time required to accomplish such purpose, and as necessary for the construction or maintenance of the Properties upon compliance with the Master Rules and Regulations.

(d) An “abandoned or inoperable vehicle” shall mean any motorized vehicle which does not display a current valid motor vehicle license and registration tag or which does not have an operable propulsion system within the vehicle.

(e) Parking spaces reserved for “Guest Parking” shall be for non-resident use only, and shall be short term parking for a period of not more than seventy-two (72) hours at a time.

In the event that the Board shall determine that a vehicle is abandoned or inoperable, or is otherwise in violation of the provisions of this Section, a written notice of violation describing said vehicle shall be personally delivered to the vehicle owner (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner cannot be reasonably ascertained), and if the offending vehicle is not removed within seventy-two (72) hours thereafter, the Board shall have the right to remove and store the offending vehicle, or cause the vehicle to be removed and stored, at the sole expense of the Owner granted the exclusive right to the LCE – Parking on which the vehicle is located and to enter upon such Limited Common Element for such purpose, all without liability on the part of the Board.

4. **Nuisance.** No noxious or offensive activity shall be carried on upon the Properties or any Unit within the Properties, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to other Owners or occupants in their enjoyment of their Unit, or in their enjoyment of the Common Area. Without limiting the foregoing, no horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Properties and improvements located thereon, shall be placed or used upon any Unit.

5. **Outdoor Cooking.** Except for the porches appurtenant to Units 57-3, 57-4, 57-7, 57-8; 59-2, 59-3, 59-4; 65-1, 65-2, 65-5, 65-6; and 67-1, 67-2, 67-5, and the decks appurtenant to Units 57-1, 57-2, 57-5, 57-6; 59-1, 59-5, 59-6; 65-3, 65-4, 65-7, 65-8; and 67-3, 67-4, 67-6, the use of outdoor cooking or heating equipment is prohibited anywhere on the Project premises, including, but not limited to, charcoal grills, electric or gas grills and hibachis, unless the Owner has received prior written approval from the Board.

6. **Hunting; Fireworks.** No hunting or discharge of firearms shall be permitted on any portion of the Properties. No discharge of firecrackers and other fireworks shall be permitted on any portion of the Properties; provided, however, the Board shall have no obligation to take action to prevent or stop such discharge.

7. **Improvements to Units.** No improvements to a Unit, LCE – Porch or LCE – Deck shall take place except in conformance with Article IV of the Declaration. Any Owner may remodel, paint or redecorate the interior of its Unit without approval. However, modifications to LCE – Deck LCE – Porch or similar portions of a Unit visible from outside the structures of a Unit shall be subject to approval.

8. **Satellite Dishes.** No exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device shall be permitted outside any Unit, on the exterior of the Building and/or within the LCE – Deck or LCE – Porch. Declarant or the Association may install one or more exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device for the Building.

9. **Maintenance by Owners.** Each Owner shall remove all snow, leaves and debris from decks and porches located within the Limited Common Elements appurtenant to each Owner's Unit. If any Owner fails to maintain, repair and/or replace the items that it is obligated to maintain, repair and replace, the Declarant and/or the Association shall be authorized, after providing 14 days prior notice to the Owner of such failure, to enter upon the Unit to cure such failure and to assess all costs incurred against the Unit and the Owner thereof as a Specific Assessment.

10. **Limited Common Elements – Storage.** The following items are prohibited from being stored within a Limited Common Elements – Storage: paint, highly flammable materials, food products and any item that attracts vermin or produces an odor.

11. **Limited Common Elements – Deck; Limited Common Elements – Porch.** All patio furniture and approved barbeque receptacles shall not be taller than 48 inches high and all barbeque receptacles shall be covered with a dark-vinyl cover when not in use. Only dark brown, black and dark green umbrellas are permitted on the LCE-Deck and LCE-Porch and all permitted umbrellas shall be pulled-down and securely tied when not in use. The following items are prohibited from being attached, stored and/or erected in any manner by an Owner on the LCE – Deck, LCE – Porch, LCE – Parking or within the General Common Elements: sunshades, bicycles or any other recreational device (including kayaks, ski equipment or playground equipment), trash containers, decorative flags, prayer flags, screens, outside clothing lines or other outside clothes drying or airing facilities, or any similar items. Smoking is prohibited within the LCE – Deck and LCE – Porch.

12. **Development and Use Restrictions.** All development of the Properties shall conform to the following requirements:

(a) **Provisions in Addition to Town Land Use Regulations.** Conformity with any and all applicable land use regulations of the Town of Jackson, Wyoming shall be required, in addition to the requirements of this Declaration.

(b) **Authorized Use for Residential Units.** Only single-family residential use shall be permitted in Residential Units, together with the keeping of Household Pets subject to the limitations set forth in this Declaration.

(c) **Lighting.** Lighting fixtures shall not cause a nuisance to any adjacent Units. All interior lights shall be designed to avoid emission of glare or unreasonable brightness from any window, door or other opening in the building.