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Declaration of Rules & Regulations

Millward Redevelopment

November, 2002

This Declaration of Rules & Regulations is made by the undersigned Declarant, Teton County Housing Authority (hereafter TCHA), with the intent of regulating and controlling the use and development of the Millward Redevelopment Subdivision located on the Moose-Wilson Road in Teton County, Wyoming. This Declaration shall be effective as of the date of recordation with the Clerk of Teton County, Wyoming. The property to be encumbered by this Declaration is known as Plat No. 1097, as recorded by the County Clerk in Teton County, Wyoming.

These Rules & Regulations shall be amended from time to time with the written approval of the Homeowners' Association and the TCHA.

1. Land Development Program. This redevelopment project provides:

- A) Gross acreage: 8.27 acres
- B) Base site area: 6.89 acres (300,128.4 sq ft)
- C) Floor area ratio: .165
- D) Residential density: 7.1 units per acre
- E) Impervious surface coverage ratio: 35.6%
- F) Rear yard setback: 25 feet
- G) Side yard setback: 0 feet
- H) Front yard setback: 0 feet

Grantor: TETON COUNTY HOUSING AUTHORITY
Grantee: THE PUBLIC
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Sherry L Daigle, Teton County Clerk fees: 69.00
By MARY D ANTROBUS Deputy

2. Authorized uses. Only single-family residential use shall be permitted.
3. Occupancy. Units shall be occupied full-time by owners and their families for a **minimum of ten (10) months each year.**
4. Rental. Renting of rooms is **not** permitted in any unit. Rental of the unit is prohibited except in instances with **prior written** approval and arrangement by Owner and TCHA and to be more specifically defined by the TCHA Guidelines.
5. Prohibited uses. No commercial, industrial, or other non single-family residential use whatsoever shall be permitted on any lot with the exception of an artist studio, workshop, home business, or other such endeavor not requiring access to the property by the public, business invitees, etc. No business shall be operated without the prior written permission of the Homeowners' Association and the TCHA or without the necessary Teton County licenses or permits.
6. Authorized structures. The following buildings shall be permitted on the property: a duplex or single-family housing unit, and a carport or garage. **No** outbuildings or temporary structures or facilities, such as trailers, tents, shacks or other similar buildings shall be permitted.
7. Building alterations. Additions of habitable space are **not** permitted to any unit.
8. Height limits. The height limit for all units shall be twenty-seven (27) feet.

- 9 Fences. No individual yard fences are permitted in the subdivision. Perimeter fencing provided for the development shall be maintained by the Homeowners' Association and subject to the approval of TCHA.
- 10 Utilities. Electric and telephone utility lines have been installed underground in the shared access roads and common right-of-way. Service lines to the units from these public, underground utility lines shall be the responsibility of the individual unit owners.
- 11 Maintenance. Each unit will be maintained in a clean, safe, and properly maintained condition.
- A) A permanent fund will be created through Homeowners' Association dues to maintain, landscape, and/or repair the common roadway, open space and landscape plantings, pathway, fencing, signage, and unit exteriors (including siding and roofs). A maintenance plan for the subdivision shall be approved by TCHA on an annual basis for the care of the common area and individual ground lease areas. All expense for the exterior and landscape maintenance shall be borne by the Homeowners' Association.
 - B) The unit owner assumes the obligation to provide maintenance of the unit's interior and to safeguard against damage to the exterior.

12. Parking. No recreational vehicles or ATVs, including boats, kayaks, tractors, motorcycles, four wheelers, or snowmobiles are permitted. Only those operable and properly registered vehicles may be located in the subdivision and subject to current parking regulations. **A maximum of two (2) cars per household will be strictly enforced** with one (1) space to be calculated in the carport/garage. Visitor parking areas will be designated with proper signage and identified on the subdivision plat. It is the owner's responsibility to notify guests of current parking regulations. Violators may be towed at their own expense. Seasonal parking regulations may be approved to accommodate proper snow removal or special maintenance activities.
13. Pets. Owners shall be allowed one (1) indoor pet, including cats, birds, etc., however, **no dogs** will be permitted. Should an owner's disability require a reasonable accommodation to this rule, a request with adequate documentation must be approved prior to occupancy by the TCHA. **No** pets shall be permitted to accompany guests on the subdivision property
14. Storage. **No** outside storage will be permitted. Driveways, carports, and lawn areas shall remain clear of bikes, kayaks, and other personal property including snow removal equipment, recreational vehicles, and trash receptacles at all times. Regulations pertaining to outside storage shall be strictly enforced.
15. Noxious or offensive activities. No noxious or offensive activity shall be permitted in any unit or lot. Light fixtures shall not be permitted which are unreasonably bright or cause unreasonable glare for any adjacent unit

or property owners. No disturbance to neighboring units or adjacent property owners is permitted at any time. The Homeowners' Association will take all actions necessary to control noxious weeds as defined by the Teton County Weed and Pest Control Board as part of the common ground landscaping plan.

- 16 Signs. Absolutely **no** signs or advertising devices shall be erected or maintained on the property excepted as required under the original development agreement or as approved by TCHA for parking designation or other appropriate purposes.
- 17 Common Road & Private Driveways. Common subdivision roads shall be private and for the use of owners, their guests, and adjacent property owners. Maintenance of these roadways shall be the responsibility of the Homeowners' Association. Parking regulations will be strictly enforced. Maintenance of individual walkways and private driveways are the sole responsibility of the unit owner.
- 18 Landscape. No owner of any unit shall remove, alter or permit others to remove or alter any of the existing trees or landscape on the property without the prior written approval of TCHA. No parking shall be permitted in the landscaped areas. A landscape maintenance plan for the subdivision shall be approved by TCHA on an annual basis for the care of the common area and individual ground lease areas. All expense for the landscape maintenance shall be borne by the Homeowners' Association.

19. Satellite Dishes. No satellite dishes other than small, DSS –type dishes will be permitted on any lot without prior written approval by the homeowner’s association and TCHA.

20. Garbage. The unit owners will be responsible for their own garbage collection and expenses. Outside storage of garbage receptacles shall not be permitted.

21. Enforcement. The Homeowners’ Association and their elected board shall provide enforcement for these Rules & Regulations. TCHA, as landowner, reserves the right to provide necessary enforcement subject to the ground lease(s), TCHA Guidelines, and/or additional Covenants and Restrictions which may be recorded, and to otherwise see that the property is properly maintained. Enforcement shall be handled according to the following process:
 1. Complaint. All complaints, other than those which pose an emergency or require immediate action due to health and safety concerns, shall be documented in writing by the complainant and submitted to the Homeowners’ Association and/or the TCHA.
 2. Complaint Review. The Homeowners Association and/or TCHA will evaluate complaints in a timely and consistent manner to determine the appropriate action(s). Owners shall be notified of their violations in writing and in a timely manner to avoid unnecessary delay. Where owners have failed to comply within the specified period, all necessary and legal measures may be taken by both/either the Homeowners’ Association and the TCHA to bring the property into

compliance with these Rules and Regulations, recorded subdivision Covenants, Conditions and Restrictions, ground lease, and other local, state and federal laws.

3. Fines. Fines shall be assessed for violations by either the Homeowners' Association and/or TCHA. A fine schedule shall be adopted by the Homeowners' Association and amended as necessary, with a minimum fine of fifty dollars (\$50). TCHA's approval of the Homeowners' Association fine schedule is required. Fines assessed shall constitute a perpetual lien against the property until paid and may accrue interest.

22. Protection of Wildlife. Feeding of wildlife is prohibited. Particular exceptions (if any) shall be concurrent with Teton County regulations.

23. Definitions: The following definitions shall provide clarification for the intent of this Declaration.

A) **Units** shall mean the structure owned by qualified buyer(s) of the TCHA's affordable or attainable program.

B) **Owner** shall mean the record owners of the permanently affordable or attainable unit.

C) **Property** shall mean the real property described by the subdivision plat that will remain under TCHA's ownership and which is leased to the individual unit owners for ninety-nine (99) years with provisions for renewal.

D) **Subdivision** shall mean the whole Millward Redevelopment property as platted and encumbered by this Declaration.

E) **Common Roads** shall mean the private roads within the subdivision property, which provide access to the individual units.

Dated this 21st day of October, 2003.

TETON COUNTY HOUSING AUTHORITY



Forrest Neuerburg, *Executive Director*

STATE of Wyoming)
) ss.
County of Teton)

Forrest Neuerburg as Executive Director of the Teton County Housing Authority appeared before me, the undersigned Notary Public, and acknowledged the foregoing instrument on this 21st day of October, 2003.


Notary Public

Commission Expires: 6/30/06

