

Trail Ridge Property Owners Association

Rules and Regulations

The cooperation of each and property owner, Resident or Occupant of Trail Ridge subdivision, in support of the following rules and regulations, is necessary to assure the peace and protections that are required for harmonious living in a rural subdivision. The Trail Ridge Covenants permit the Board to establish and make Rules and Regulations per as well as establish fines for violations of the covenants. Paragraph 1 b. of Article II, Paragraph 1 of Article IX, Paragraph 1 of Article IV. Amendments may be made from time to time upon formal application and ratification by a majority of the homeowners. There are no exceptions to these Rules and Regulations. The Board retains the right to set, impose and collect a fine for any violation as set forth in Paragraph 21 below.

1. Adherence to Architectural Committee Standards and Approval

The Architectural Committee (Committee or AC) is composed of three members, whose duty it is to fulfill the requirements of the Covenants. No home owner is permitted to begin development of any structure or improvement, including fences, outbuildings, sheds, or home without first submitting two sets of plans to the Committee. All members of the Committee shall review the plans and issue a written document regarding the approval or disapproval of the project. Style, color, and placement of structures, improvements (including solar panels) or fencing must be approved by the Committee in accordance with the Covenants. This includes garage conversions to living space, temporary structures for horses, etc. Neighbors, or those potentially affected by the new construction or improvement will be contacted for their input. **No improvement is too minor to discuss with the AC.** Failure to obtain such approval will result in a \$500.00 fine and the removal of the offending structure at the owners expense, in accordance with well established Wyoming case law.

2. Property and Improvement Maintenance

General maintenance and care of previously approved buildings, site plans and improvements does not require AC approval as long as it complies with the original approvals issued by the AC.

3. Dues

Dues shall be set by the Board, and paid yearly, by the due date of Jan 1 or quarterly. Unpaid dues will be subject to lien, and collections efforts, including attorney fees, along with interest from Jan 2 or quarterly thereafter at 15% per annum. At the Board's discretion, collection action may include the filing of a Statement Of Claim Of Homeowner's Association Lien (Lien) with the Lincoln

County Clerk against the Owner's Trail Ridge property, the filing of a lawsuit for judgment for assessments owed, and/or the filing of a lawsuit to foreclose the Lien.

4. Signs

No signs, notice of advertisements, or political signage shall be inscribed, posted or exposed on the entrance posts to the subdivision. Real estate signs may be posted, one per lot. Multiple signs per property are prohibited.

5. Children/Minors

Owners, Guests or Renters are held to be responsible for the actions of their children. Any damage to the common area, subdivision roadways, or fencing shall be repaired at the expense of the parents or guardians, together with reasonable attorney fees, should proceedings be necessary for collection. Owners, Guests or Renters are required to keep their children from trespassing onto neighboring private properties.

6. Damage

Any damage to the buildings, recreational facilities, general common areas or limited common areas shall be paid for by the Owner, Guest, Renter, or Vendor/Contractor responsible.

7. Roadways

Roadways are to be used for travel between Highway 89 and the subdivision homes or common areas. Signs are posted for speed limits within the subdivision. These speed limits shall be adhered to, and all cars, trucks, and other motorized or recreational vehicles using the roadways must remain on the road surfaces at all times. No vehicle shall be parked in such a manner as to impede or prevent ready access to another lot, or any area within the subdivision. The common areas at the entrances of the subdivision shall not be obstructed or used for any purpose other than entry and exits from the subdivision. Anyone found in violation of the roadway or nuisance rules, including an Owner, Guest or Renter, is subject to an assessment of \$100.00 per incident, or actual damages, whichever amount is greater.

8. Tents

There are shall be no tents erected in the common areas, unless permitted by the Architectural Committee for a special event, party, wedding etc.

9. Hazardous Materials and Fireworks

No owners, guest, or renter shall use, store, or permit to be brought into the subdivision any flammable oils, fluids, or explosives or similar articles deemed to be hazardous to life limb or property. This prohibition does not prevent use of

flammable oils or fluids for normal domestic activities, such as cleaning, maintenance, and repairs. Fireworks are prohibited within the subdivision.

10. Nuisance

No Owner, Guest, or Renter shall make or permit any excessive noise, or unruly conduct in the general or limited common areas that disturbs or annoys the convenience, peace and quiet of other Owners, Guests or Renters.

11. Parking

Owners, Guests and Renters are subject to assessments for actual or liquidated damages of \$100.00 per incident if found in violation of the parking rules.

No vehicle or trailer may be parked within the subdivision without a valid license plate. Such vehicle or trailer will be towed from the complex and impounded at owners' expense if not removed or brought current after notification.

12. Snow Removal

Cooperation will be appreciated during snow removal season. Please park your vehicle in your driveway. This will allow early morning snow removal on the main roadways and parking areas. NEVER plow driveway snow into the roadway as this damages snow removal equipment.

13. Pets

Owners, Guests and renters are permitted to have 2 dogs, and 2 cats per lot. The animals must be on a leash or subject to voice command within the subdivision. Animals are not permitted to run loose. Owners are responsible to ensure that their guests with a pet understand and adhere to all pet rules. Owners and their guests, or Renters are responsible for clean-up after their pets in the common areas and roadways. Owners, renters and guests are responsible for repair of any damage caused by a pet. The owners of any pet causing a disturbance to others shall correct the problem immediately. Failure to abide by these rules shall result in a fine of \$100.00 per occurrence.

14. Rental Covenant

Paragraph 3 a. restricts a lot to one family per Paragraph 3 a of Article VII such that a guest house may not be rented separately from the main house and vice-versa. Owners or Owner's agents wishing to rent their entire lot (house and guest house) under a long term lease to one family only, may do so, but are solely responsible for advising renters of the Trail Ridge Rules and Regulations and demand their compliance therewith. Owner or Owner's agents are

responsible for eviction of renters and all related costs for not complying with the Rules and Regulations of Trail Ridge. In order for the Association to keep track of tenants, the Owner shall supply the Association with a copy of the Lease Agreement prior to Tenant occupancy, though the terms (lease payments) may be redacted at the Owner's discretion. Owners are encouraged to advise the Association when their house and/or guest house will be occupied by short term non-paying guests.

15. Solicitation

Solicitation for goods, services or contributions is discouraged.

16. Speed Limit

The speed limit within the subdivision is 20 miles per hour.

17. Trash and Cleanliness

Owners, Guests and renters shall assist in maintaining all general and limited common areas free of litter and debris. Household trash is to be bagged and placed in individual trash units to be kept in the homeowner's garage or outside next to the garage until the day of pickup. Littering, leaving toys or personal items in the common area is not permitted. Debris from construction may not be kept outside, or allowed to blow around the subdivision.

18. Recycling

Trail Ridge encourages recycling.

19. Wildlife

Feeding wildlife is expressly prohibited within the subdivision.

20. Hunting

Hunting, trapping, fishing of any kind is prohibited in the subdivision.

21. Continuing Violations

The Board may enact a fine schedule in addition to any fines set forth herein, for violation of the Covenants and Rules and Regulations. Such a fine schedule shall provide for a hearing before the Board regarding an alleged violation of the Covenants or Rules and Regulations. A fine levied by the Board following notice and a hearing shall constitute an assessment under the Covenants. The Association may take judicial action against any owner to enforce compliance with the Covenants or the Rules and Regulations or other obligations of Owners arising under the Covenants, or to obtain damages for noncompliance therewith, as permitted by law. In the event of such judicial action, the Association shall be entitled to recover its costs, including reasonable attorney's fees, from the offending Owner.

B. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, lien and charges now or hereafter imposed by the provisions of this Declaration, or the Rules and Regulations. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If it should be necessary to bring any legal action in connection with the right of enforcement, remedies or violation of the provisions of the Covenants, or any Rules and Regulation, the prevailing party shall be entitled to recover its costs and expenses in connection therewith including reasonable attorney's fees.

C. Every Owner shall be entitled to a written warning for any offense of the Covenants or the Rules and Regulations. Following the issuance of the written warning, the Board may levy a fine against the Owner, which may incrementally increase in the fine amount for subsequent violations. Each day an Owner is in violation of the Covenants or Rules and Regulations shall constitute a separate offense for which a fine may be imposed.

D. Any time the Board issues a written warning or levies a fine for a violation of the Covenants or of the Rules and Regulation, to the extent practicable the Board shall corroborate the alleged offense by taking a photograph of the offense if possible. An offense may be witnessed by, and a picture taken by, any member of the Board of Directors, its officers, or any Trail Ridge Owner. Notwithstanding, photographic proof shall not be a requirement in proving a violation of the Covenants or Rules & Regulations, but rather is merely a suggested corroboration of the violation.

E. Upon the levying of any fine, the Board shall send written notice to the Owner of the fine, together with a description of the alleged offense. The Owner may then request that they be heard at any regularly scheduled Board meeting held within thirty (30) days of the alleged offense. The Board shall give an offending Owner the opportunity to present their case, at which time the Board shall render a decision by majority of the Board of Directors, whether to impose the fine or fines.