

## **COVENANTS, CONDITIONS & RESTRICTIONS FOR STREAMSIDE CONDOMINIUMS**

The Association or its agents shall have the irrevocable right to:

- a) Access and enter each Unit and to all Common Areas accessible there from time to time for the maintenance, cleaning, repair or replacements, landscaping, or construction for which the Association is responsible;
- b) Make emergency repairs at any time therein necessary to prevent damage to the Common Areas or to a Unit(s).

Entry shall be made with as little inconvenience to the Unit Owner(s) as practicable and during such reasonable hours as may be necessary. Any damage caused there by shall be repaired by the Association.

### **RESIDENT OR OCCUPANT USE RESTRICTIONS.**

- a) The Units may be used and occupied for residential purposes only. No Unit shall be occupied for living or sleeping purposes by more than three (3) unrelated persons.
- b) Each Unit has a maximum of two (2) assigned parking spaces.
- c) Each Unit shall comply with Town regulations; and no commercial use, industry, business, trade, occupation or profession of any kind shall be conducted, maintained or any part of the Property.

No Noxious or Offensive Activity. No noxious or offensive activities shall be carried on in, or upon any part of the Property nor shall anything be done or placed in or upon any disturbance or annoyance to Owners. No sound shall be emitted on any part of the Property, which is unreasonably loud or annoying.

No Hazardous Activities. NO activities shall be conducted, nor improvements constructed, in or upon any part of the Property, which are or may become unsafe or hazardous to any person or property.

Restriction on Signs. No signs, flags or advertising devices of any nature, including without limitation, commercial, political, informational, or directional signs or devices or nameplates shall be erected or maintained on any part of the Property without the prior inspection and written approval of the Association, except as may be necessary temporarily to caution or warn of danger.

No obstructions. There shall be no obstructions of the Common Areas by any Owner or his guests. Owners shall neither store nor leave any of their property in the Common Areas, except with the prior consent of the Association.

Restrictions on Visible Exteriors. Each Unit Owner shall be obligated to maintain and keep his own Unit, its windows and doors, and any patio or balcony which he has the exclusive right to use and occupy, in good and clean order and repair – which includes replacement if necessary. The use of the covering of the interior surface windows, whether by draperies, shades or other items visible on the exterior of the building, shall be subject to the rules and regulations of the Board.

Antennas, Satellite Dishes, Etc. Without the prior consent of the Board, Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the

Buildings, and no awnings, canopies, shutters, radio or television antennas or other similar structures may be affixed to or placed upon the exterior walls or roof or any part thereof.

Satellite dishes will be permitted under the following conditions:

- a) Dishes will be no larger than twenty-four inches (24") in diameter;
- b) All Unit Owners must submit a proposal to the Board for approval of installation.  
The Unit Owner and the Board shall abide by FCC regulations;
- c) A professional installer must install the satellite dish.

Restriction on Animals. No animals, poultry or pets of any kind shall be raised, bred or kept in any Unit, Common Area or Limited Common Areas and facilities unless the same in each instance, be expressly authorized. Each Unit shall be limited to a maximum of two pets. In no event shall dogs be permitted in any of the public portions of the development unless carried or on a leash.

If any dog or dogs are caught or identified as running loose, any other Owner of a Unit, the Manager, the Board, or any other person shall have authority to impound such animal at any available location and to deliver the same to the Town Animal Control Officer for appropriate disposition. In such event, in addition to any fine or other charges levied by the Town of Jackson, the Board may, upon appropriate notice and opportunity for a hearing, assess a fine of not more than \$50.00 per animal (plus cost to impoundment) for any subsequent offense. Such fines shall become part of the assessment of the Unit of the Owner or occupant of the Unit harboring said animal.

Unsignliness. No trash, brush, piles, rubbish, junk, inoperative vehicles, abandoned vehicles, trailers or off-road vehicles, and no other unsightly items of property or waste shall be collected, placed, or permitted to remain anywhere within the Common Areas or Limited Common Areas or upon roadway or parking area with the Property.

All Unit Owners shall keep their residences and their lots in a residency clean, safe, slightly and tidy condition. Any tires, lawn mowers, garden equipment, children's toys and other similar items must be sorted and screened from public view when not in use, Refuse, garbage and trash shall not be stored outside of the unit at any time.

Any such objects shall be removed immediately upon receipt of written notification by the Board of Directors. In the event the same is not removed within three (3) days after the receipt of such written notice, the Board of Directors may:

- a) Remove or cause the same to be removed immediately at the expense of the Owner of the Unit responsible for the same; and
- b) Levy a fine of \$200;
- c) Dispose of the same at the Teton County Landfill or any other appropriate place without being responsible for taking any care in the removal or storage of the same;
- d) Neither the Association nor the Manager or any other person or Owner enforcing the terms of this provision shall be liable for any costs expenses, liability or damages arising out of the removal or storage of such matter.

No RV or motor home may be parked on the common area at any time.

No Structural or Exterior Alterations. Without the prior written consent of the Board of Directors, no Owner shall:

- a) Make or permit to be made any structural alteration, or any exterior improvement or addition in or his Unit or the Common Areas; or
- b) Do any act that would impair the structural soundness or integrity of any Building or Common Areas or the safety of property; or
- c) Impair any easement or other rights appurtenant to the Property.

No Violation of Law. No Unit Owner and no Owner's guests, invitees, servants, tenants or family members shall do anything or keep anything in or on the Property which would be in violation of any statute, regulation, permit or other validity imposed requirement or the governmental body.

Leasing Restrictions. Owner(s) may not lease a Unit(s) for an initial term of less than six (6) months.

Parking Restrictions. Parking spaces and all other portions of the Common Area shall be used solely for the parking of operable, non-commercial vehicles of the occupants of the Units. Parking spaces shall not be used for storage of vehicles, commercial vehicles, recreational vehicles, storage of off-road vehicles, trailers, boats, boat trailers, snow machines, etc.

Each Unit has two (2) parking spaces, and/or garage stalls in which a maximum of two (2) non-commercial vehicles of that Unit's occupants may be parked in accordance with the terms of these Covenants and this section.

The Board has the capacity to tow any vehicle that is in violation of these Covenants.