

RAFTER J RANCH HOMEOWNER'S ASSOCIATION RULES

Revised ~~7-1-25~~5/1/2026

~~The following Rules and Conditions were amended by the Rafter J Ranch Homeowner's Association Board of Directors on the date indicated above to supplement the Rafter J Covenants. Notwithstanding these rules, the CCRs shall remain in full force and effect. The following Rules have been adopted by the Rafter J Ranch Homeowners Association ("HOA") Board of Directors (the "Board") pursuant to authority granted under ARTICLE III, Section 3 of the Declaration of Covenants, Conditions, and Restrictions for the Rafter J Ranch Subdivision (the "Covenants"). The Rules supplement the Rafter J Covenants. Notwithstanding these Rules, the Covenants remain in full force and effect.~~

Table of Contents

A. Assessments, Fees & Failure to Pay	page 1
B. Postal Boxes	page 3
C. Storage Area	page 6
D. Roads & Pathways	page 12
E. Common Area	page 12
F. Fishing	page 14
G. Playgrounds	page 14
H. Recreational Vehicles	page 14
I. Design, Construction & Maintenance	page 15
J. Signage	page 16
K. Firewood	page 16
L. Complaints & Grievances	page 17
M. Miscellaneous	page 17
N. Definitions	page 18

Commented [TB1]: Re-verify page numbering after changes finalized

A. Assessments, Fees & Failure to Pay

Commented [TB2]: This used to be a policy and was moved to the rules in April 2025.

These Rules set forth and describe the Rafter J Ranch rules for the HOA's determining and levying assessments on owners of Lots in the Rafter J Ranch Subdivision (the "Subdivision"), and the owners' payment of assessments, and what occurs if an owner fails to pay.

1. Types of Assessments

Under the Covenants, two types of assessments are authorized: (1) annual regular assessments, and (2) special assessments for capital improvements.

- a. Annual regular assessments are fixed and levied annually by the board "exclusively to promote the recreation, health, safety, and welfare of the residents of the property and for the improvement and maintenance of the common area, and of the homes situated upon the properties." Covenants, Article IV, Section 2.
- b. Special assessments may be fixed and levied by the Board in any given year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or

replacement of a capital improvement if approved by at least one-half (1/2) of the votes of each class of members. Covenants, Article IV, Section 4.

2. The Process for Determining and Levying Regular Assessments.

Each fiscal year of the HOA, the Board is required to “fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period.” Covenants, Article IV, Section 7. The term “assessment period” is not defined in the Covenants, but the Board interprets that term to mean the HOA’s fiscal year, which runs from July 1st of each year to June 30th of the following year.

In keeping with the above principles, prior to June 1st of each year the Board reviews the prior year’s expenses paid for by regular assessments and reviews predicted increases or decrease in such expenses and develops and adopts a budget for the next fiscal year. The total dollar amount of the projected regular expenses is then divided among Lots in the Subdivision based on the Land Classification of each Lot. Covenants, Article IV, Section 6.

After the above calculation has been made, the board causes an annual notice of assessment (“Assessment Notice”) to be mailed or emailed to each Lot owner in the Subdivision, at the mailing address for each Lot that is on file with the HOA’s administrative office. The Assessment Notice informs the lot owner what their annual assessment obligation is for the upcoming fiscal year of the HOA. This Assessment Notice is the only notice to a lot owner of the owner’s pending assessment obligation, and it is therefore important for each owner to be cognizant and look for such notice.

3. When Assessments Are Due to be Paid.

Assessment payment due dates are established by the HOA Board (Covenants, Article IV, Section 7), and assessments may be collected on a monthly basis (Covenants, Article IV, Section 6). As a general rule, each Lot owner’s assessment is “due” on July 1st of each year and may either be paid all at once or on a monthly basis. If paid on a monthly basis, the owner’s monthly payment will be the total assessment dollar amount divided by 12. Each monthly payment is due by the 1st of each month.

4. Penalty for Failure to Pay Assessments When Due.

Assessments that are not paid within thirty (30) days after the due date shall accrue interest from the due date at the rate of ten percent (10%) per annum on the full assessment balance due. Covenants, Article IV, Section 8.

5. HOA Remedies if an Owner Fails to Pay.

Each assessment “together with interest, costs and reasonable attorney’s fees” constitutes a lien on the owner’s real property, and a personal obligation of the Lot owner. Covenants, Article IV, Section 1. If an owner fails to pay, the HOA Board can record a lien against the owner’s Lot and can foreclose that lien and cause the Lot to be sold at auction. Covenants, Article IV, Section 11. The HOA Board could also sue the owner to collect on the debt, without foreclosing the lien. Covenants, Article IV, Section 11. Under either of these scenarios, the delinquent owner “shall be required to pay the costs and expenses, including attorney’s fees, for the filing of any lien, and any foreclosure proceeding related thereto.” Covenants, Article IV, Section 11.

6. How to Pay Assessments.

Assessments may be paid by cash, money order, or personal check made payable to the Rafter J Homeowner's Association and either mailed to the Rafter J Office at 2951 W Big Trail Drive, Jackson, Wyoming 83001 or personally delivered to the Rafter J Office which is also physically located at that address. If an on-line payment option approved by the Board exists (such as ACH or credit card) and such option incurs a fee to be used, that fee will be paid for by the owner. If a check delivered has been improperly prepared by the lot owner, the HOA's administrative office shall make a reasonable attempt to contact the check issuer to correct the improperly prepared checks. However, any check not corrected by the end of the month in which the payment was due shall be considered as payment not received and the interest accrual described above will apply. Any payment returned as uncollectable will be deemed "non-payment" of the assessment and the interest accrual described above will apply.

7. Application of Payments Received.

Payments received from an owner shall be applied to the oldest assessment invoice first. This practice can result, for example, in the application of an owner's partially leaving insufficient funds to cover the entire amount owing.

8. Notice of Non-Payment.

The HOA's administrative office will send notice to owners who are delinquent in payment of assessments as follows:

- *1st notice* when an account is 30 days past due
- *2nd notice* when an account is 60 days past due
- *3rd notice* when an account is 90 days past due

The HOA's sending of such notices does not relieve the owner of the owner's obligation to pay the full amount owed under the Covenants when due.

After the 3rd notice has been sent, if full payment is not made by the 120th day since the assessment was first due, the delinquent account will be turned over to the HOA's attorney and/or a collection agency for collection procedures.

9. Notice and Opportunity for Hearing Prior to Invoking Remedies.

Prior to turning over a delinquent account to the HOA's attorney and/or a collection agency for collection procedures and rescinding owner privileges such as right to vote, the HOA will allow the delinquent Lot owner an opportunity to appear before the Board and present the owner's reasoning as to why the Board should not be entitled to turn over a delinquent account to the HOA's attorney and/or a collection agency for collection. To engage in this hearing opportunity, the Lot owner must deliver written notice to the HOA Board via the HOA's administrative office of the owner's desire to appear before the HOA Board for such a hearing. Upon receipt of such notice, the owner will be scheduled for a private hearing with the HOA Board placed on the agenda of the next available Board meeting, and the administrative office will notify the owner of the date and time of such meeting. The lot owner may be accompanied by legal counsel at the hearing if desired. After the hearing has concluded, the HOA Board will render a written determination of the lot owner's account and shall notify the lot owner of that decision in writing mailed to the lot owner.

10. Lot Owner's Account and Related Matters.

The HOA's administrative office maintains records of each owner's fiscal account for assessments and fees levied and paid by each lot owner. Any time that the HOA's administrative office sends an owner a statement of account, the statement will reflect the status of any charges that the owner owes to the HOA.

B. Postal Boxes

These rules apply to the management of postal boxes located in the Rafter J Ranch Subdivision (the "Subdivision") for which the HOA's administrative office is located at 2951 W. Big Trail Drive, Jackson Wyoming.

There are sufficient postal boxes to provide one postal service to each lot within the Subdivision. These rules describe how postal boxes are assigned and administered, including who is eligible to use a postal box, the conditions required for use of a postal box, circumstances for changing a postal box lock, and circumstances for producing copies of the key for a postal box.

1. General

In general, to obtain use of a postal box and receive keys, eligible persons must apply at the HOA's administrative office, pay the applicable fees, and present photo ID and proof of residency during normal office hours. Individuals are responsible for the security of their postal keys. If the owner loses the box keys, they will be charged a fee ~~There are separate charges~~ to replace the postal box locks and to be provided new keys ~~if keys are lost~~. Duplicate keys also can be obtained through the HOA's administrative office for a fee.

2. Responsibilities of the HOA's administrative office

The HOA's administrative office is responsible for:

- a. Maintaining the physical condition of the postal boxes including repair and replacement of the boxes as necessary;
- b. Maintaining the weather-resistant postal box enclosures;
- c. Assigning postal boxes, maintaining postal box user information and applications, and insuring users are properly identified before allowing usage of a postal box;
- d. Collecting fees for use of postal boxes;
- e. Changing postal box locks and maintaining a set of master keys for all locks in use or in reserve.

3. Eligibility and Conditions for Postal Box Usage

- a. Only current record title lot owners in the Subdivision are eligible to request usage of a Rafter J postal box. Lot owners may grant usage to a tenant of their lot, provided that the HOA's administrative office is notified, and the tenant completes a Postal Box Application.
- b. Persons requesting usage of a postal box shall complete a Postal Box Application and submit it

Commented [TB3]: This used to be a policy and was moved to the rules in May 2025.

- c. Two forms of identification must be provided by the applicant. One form of identification must be a photo ID to enable correlation of the applicant's name, signature, and visual appearance. The other form of identification must be a current document that correlates the applicant's name with the physical address. Only original forms of identification are acceptable - not copies. The forms of identification accepted shall be recorded on the application.
 - i. Photo ID examples
 - 1. Valid driver's license
 - 2. Valid passport
 - ii. Physical Address Confirmation ID examples
 - 1. Current utility invoice or statement
 - 2. Current property insurance statement
 - 3. Current county tax bill
 - 4. Any document showing the applicant's name and the physical address but preferably one reflecting a lien interest in the property such as
 - a. Mortgage
 - b. Deed
 - c. Lease Agreement or letter from the record title lot owner or property manager

4. Fees

The following fees are charges for use of a postal box:

- a. *\$10.00 Application Processing Fee.* This fee is a one-time non-refundable fee.
- b. *\$10.00 Deposit* for two keys when keys are provided by the HOA's administrative office. This deposit is refunded if two working keys are returned to the HOA's administrative office when the user ceases using the postal box.
- c. *\$10.00 Key Replacement* for replacement keys provided by the HOA's administrative office.
- d. *\$20.00 Lock Change-Out Fee.* This fee is charged when a postal box lock must be re-keyed.

The Board may change the above fees upon giving box users 30 days advance written notice.

5. Postal Box Locks

Postal box locks shall be changed by the HOA's administrative office (at the box user's cost) whenever the user requests a change of lock, ~~or when the~~ If the HOA's administrative office deems replacement to be necessary, the lock will be changed at the HOA's expense, desirable at the HOA's administrative office staff's discretion.

6. Postal Box Keys

- a. Postal box keys may be copied freely by the user at his or her cost without any involvement by the HOA's administrative office.
- b. Replacement keys requested from the HOA's administrative office shall be provided as needed for the fee described in Section 4 above.

7. Mail Delivery

The United States Postal Service has permanently assigned one postal box by street address to each lot in the Subdivision, so that whoever occupies a particular address will always have the same box. Owners are not *required* to use the Rafter J postal boxes, however, and may opt to obtain and use a box in the Town of Jackson or elsewhere.

At the base of each 16-postal box unit are two large lockers for delivery of parcels to residents who have their mail delivered to a Rafter J postal box. When you order a parcel to be delivered to your Rafter J postal box, a key for one of the parcel lockers will be left in your Rafter J postal box for use to access the parcel locker. Once the parcel is removed, the key remains in the lock of the parcel locker, to be removed by a United States Postal Service worker. Parcels that are too large to fit in a parcel locker will be retained by the United States Postal Service for pick-up at the post office location at 1070 Maple Way in the Town of Jackson.

Each 16-postal box unit has a slot for outgoing mail. Please use this slot to deposit outgoing mail, as well as any mail that may be placed in your postal box by mistake. The United States Postal Service will collect this outgoing mail and process it for delivery.

To receive your mail at your Rafter J postal box, you must use the street address assigned to your lot, and include the words "Jackson, WY 83001". Questions regarding your "official" street address should be addressed to the HOA's administrative office at **2951 Big Trail Drive Jackson, Wyoming 83001 - 307-733-5262 - Office@RafterJ.Org**.

8. Mail Hold

Postal box users receiving mail in a Rafter J postal box who wish to have their mail held while they are away for more than a few days must fill out and submit to the United States Postal Service a "hold mail" form either online or at the main post office location at 1070 Maple Way in the Town of Jackson.

9. Damage to Postal Boxes

Any damage to ~~a user's your~~ Rafter J postal box or the shed surrounding the 16-box unit caused by ~~the user you or your or their~~ family members or ~~your~~ agents will be repaired by the HOA's administrative office at ~~the user's your~~ cost. Note that intentionally damaging a postal box is a federal criminal offense.

10. Postal Box User's Account and Related Matters.

The HOA's administrative office maintains ~~records of each owner's~~ fiscal account for assessments levied and paid by a lot owner, as well as for the ~~other~~ fees charged for services ~~such as~~ defined in this rule for the use of postal boxes. Any time that the HOA's administrative office sends a statement of account to an owner, the statement will reflect the status of any of the postal box fees owed as of the date of the statement.

C. Storage Area

These rules apply to the management of Rafter J lot 335 which is identified on Plat 330 as "R.V. Storage." Article VIII, Section 2 of the Covenants describes Lot 335 as "a facility for the storing of items not suitable for storage in the residential and multiple family dwelling area including the storage of boats, recreational vehicles, trailers, campers, and other items."

1. Designation of Storage Space Sizes

Lot 335 ~~has been is sub~~divided into marked off smaller storage areas for individual and separate use (each a "Storage Space").

- a. Each individual Storage Space is marked with a distinctive identifying number.
- b. Each individual Storage Space is designated to be either a small or a large based on the area's size, location, accessibility, and other appropriate factors. The designation as a small or large shall be made by the Board of Directors usually upon recommendation by Rafter J Maintenance personnel. Following are the current assigned sizes by space number:
 - Small Size Spaces are: 1-7, 48, 51, 65, 66, 68, 70-85, 87-93, 107, 108, 120-126.
 - Large Size Spaces are: 7A-22, 24, 26, 27, 29-31, 33-47, 50, 52-64, 67, 67A, 94-106, 109-119.

~~**2. Prohibited Items in the Storage Area**~~

Commented [TB4]: Section moved below

- ~~a. All vehicles occupying a Storage Space of the type required by any State to be registered shall display a current registration tag on a license plate affixed to the vehicle.~~
- ~~b. No hazardous materials shall be stored in the Storage Space or elsewhere on Lot 335.~~
- ~~c. Dumping of oil or any other waste product or material is prohibited.~~

23. Eligibility to Use a Storage Area

- a. ~~Use of a Storage Space is reserved for current residents of the Rafter J Ranch Subdivision, whether they are record title owners of a residential or multiple dwelling lot or tenants of a residential or multiple dwelling lot under written lease with the record title owner of the lot. Owners and tenants of commercial and miscellaneous lots in the Rafter J Ranch Subdivision are not eligible to use a Storage Space. Use of a Storage Space is reserved for current residents of the Rafter J Ranch Subdivision who are not delinquent in payments of assessments or fees to the HOA, whether they are record title owners of a residential or multiple dwelling lot or tenants of a residential or multiple dwelling lot under written lease with the record title owner of the lot. Owners and tenants of commercial and miscellaneous lots in the Rafter J Ranch Subdivision are not eligible to use a Storage Space. Any owner that is delinquent in paying assessments or fees to the HOA shall not be eligible to obtain a storage area permit or to continue to use a storage area they already have, until such time that they have paid all past due amounts owed to the HOA. However, the owner may appeal to the HOA Board to grant an exemption for extenuating personal circumstances only.~~
- b. A ~~person resident~~ may only apply for and use a maximum of one Storage Space regardless of ~~without regard to~~ how many residential or multiple dwelling lots in Rafter J are owned or rented by that person.

Commented [TB5]: Added the provision to suspend storage area use privilege when dues are delinquent

- c. Sub-letting of Storage Spaces is not permitted. Owners of a residential or multiple dwelling lot who reside in Rafter J part time are eligible to apply for and use a Storage Space provided that their tenant has not already been authorized to apply for or use a Storage Space.

34. Assignment of Storage Areas to Users / Form of Application

- a. Storage Spaces ~~shall be~~ assigned for use by the HOA on a first-come, first-served basis. If more than one Storage Space is available, the applicant may choose which Storage Space to use and the applicant shall be assessed the ~~normal~~ fees associated with the type of Storage Space chosen.
- b. The HOA's administrative office shall keep and maintain a list (hereafter the "Storage Space List") of persons who have a current, valid Storage Agreement with the HOA, as well as a list of names of persons who desire to obtain a Storage Space should a Storage Space currently occupied by a person under a Storage Agreement become available for use by another person. The Storage Space List shall be managed by the HOA's administrative office as described in Section ~~45~~ below.
- c. If and when all Storage Spaces are in use, applicants for use of a Storage Space shall be added to the Storage Space List upon submitting a completed Storage Area Application to the HOA's administrative office.
- d. Applications for use of a Storage Space shall be accepted only from applicants who meet the criteria stated in Section ~~23~~ above.

45. Management of the Storage Space List

- a. Priority. The Storage Space List shall be divided into three sections:
 1. First Priority shall be assigned to persons who have a current, valid Storage Agreement with the HOA, including those who have requested to change their Storage Space to a different Storage Space.
 2. Second Priority shall be assigned to record title owners of a residential or multiple dwelling lot in Rafter J as described in Section ~~23~~ above.
 3. Third Priority shall be assigned to tenants of record title owners of a residential or multiple dwelling lot in Rafter J as described in Section ~~23~~ above.
- b. Each application for a storage space shall include the following information:
 1. Applicant's name,
 2. Applicant's Rafter J lot,
 3. Applicant's telephone number or e-mail address to be used for contacting the applicant when a Storage Space becomes available,
 4. Date of application,
 5. Signature of the applicant attesting that they have read and understand the provisions of the Storage Area Rules, and
 6. If the applicant is a tenant of a record title owner of a residential or multiple dwelling lot in Rafter J; the signature of the owner or his designated agent (such as but not limited to a property manager) attesting that they understand to be legally responsible

for their tenant's use of the Storage Space and that they will be liable to pay the use fees for the Storage Space if their tenant fails to pay.

- c. Each applicant is responsible for maintaining the applicant's current contact information with the HOA's administrative office. If the HOA's administrative office is unable to contact the applicant by using the contact information on the completed application form, the applicant's priority on the Storage Space List will be changed to the lowest level of the priority type of that applicant.
- d. When a Storage Space becomes available, applicants shall be contacted (see "e" below) in order of priority shown on the Storage Space List as described in section 45.a above. The following information shall be conveyed to the applicant when contact is made:
 1. That a Storage Space has become available and its number,
 2. The size of the available Storage Space: small or large,
 3. That the applicant has seven (7) ~~three (3)~~ business days to notify the HOA's administrative office as to whether the applicant will accept use of the available Storage Space,
 4. That the applicant has one (1) calendar week from the date they verbally agree to accept use of the available Storage Space to complete the Storage Agreement, requirements of section 56 of this rule, and that,
 5. Should the applicant fail to complete the requirements of section 56 within the previously stated time frames, the applicant forfeits their priority for the current available space. They will have priority when the next space becomes available. 2nd priority on the Storage Space List will be changed to the lowest level of the priority type of that applicant.
- e. If contact with the applicant is successful but the applicant either (a) rejects the Storage Space offered or (b) does not complete the Storage Agreement requirements of section 56 below within the time frames specified above, then the applicant's priority on the Storage Space List will be changed to the lowest level of the priority type of that applicant. The HOA's administrative office will then attempt to contact the next name on the Storage Space List in order of priority.

Note: An applicant shall be considered to have been successfully contacted by the HOA by the HOA representative (a) speaking with the applicant, (b) leaving a message with a person or on an automated message system at the phone number on the application form, or (c) transmitting an e-mail to the email address on the application form that does not result in a system message being returned that the e-mail was undeliverable.

- f. If contact with the applicant is not successful, the applicant's priority on the Storage Space List will be changed to the lowest level of the priority type, and the HOA's administrative office will then attempt to contact the next name on the Storage Space List in order of priority.

56. Storage Agreement

- a. A written Storage Agreement shall be signed by each new user of a Storage Space and the fee specified in Section ~~89~~ below shall be paid by the applicant to the HOA's administrative office. Both actions are necessary for the Storage Agreement to be valid and are prerequisites for the applicant to start using the Storage Space.
- b. Tenants of a record title owner of a Rafter J lot who utilize a Storage Space do so only with the permission of either the record title owner of the lot or that lot owner's agent such as a property management company. The lot owner shall ultimately be responsible for payment of the fee if the applicant of record fails to pay the fee. Both the non-owner applicant and the ~~lot homeowner~~ or agent, shall be required to sign the Storage Agreement. Photostatic images of originals are acceptable. Tenants of ~~the~~ record title owner of a Rafter J lot must provide the HOA's administrative office a completed and signed lease agreement as proof of residency in the Rafter J Subdivision.
- c. The names and phone numbers of any ~~of~~ people other than the applicant that signs the Storage Agreement who the applicant grants permission to ~~may~~ access the Storage Space covered by the Storage Agreement shall be listed ~~named~~ in the Storage Agreement. This information may be updated at any time by the original signer of the Storage Agreement. The gate code that is used to access Lot 335 shall be provided only to the applicant and those additional people listed on the Storage Agreement.

67. Storage Area Usage

- a. Items allowed to be stored in a Storage Space include boats on trailers, recreational vehicles, trailers, campers, truck campers, snowmachines on trailers, commercial vehicles, tractors, equipment on a trailer, machinery on a trailer, vans, trucks, SUVs, and conventional passenger cars.
- ~~a-b. No other items including~~ No hazardous materials or loose errant items will be permitted to be stored in a Storage Space or elsewhere on Lot 335. Dumping of oil or any other waste product material is prohibited.
- ~~b-c.~~ All items must fit within the designated boundaries of an assigned Storage Space.
- ~~e-d.~~ The HOA ~~Rafter J~~ does not insure any property ~~that is~~ stored in the Storage Area. It is the sole responsibility of the Storage Space user to insure all items they have stored on Lot 335.
- ~~d-e.~~ Users are prohibited from running a business out of the Storage Area, including regular use of commercial vehicles and equipment.
- ~~e-f.~~ Purchase or transfer of ownership of the Storage Space user's residential or multiple dwelling lot revokes usage of the Storage Area as of the scheduled closing date of the residential or multiple dwelling lot. Failure to vacate shall result in procedures outlined in section 10+ below.

78. Identification of Stored Items

- a. ~~An identification tag shall be provided to each user under a Storage Agreement for affixing to each item stored in the Storage Space. The tags shall be marked in an indelible manner with the user's assigned Storage Space number assigned by the HOA's administrative office.~~

All stored items must be owned by the signer(s) of the Storage Agreement. Proof of ownership shall be provided to the HOA's administrative office. If the item being stored is required to be registered by a Wyoming State authority, a current registration document issued by the applicable government authority will suffice as proof of ownership. In the form of a current County license registration. If the item being stored is not required by the State authority to be registered, another form of ownership shall ~~be~~ required. Photostatic images of originals are acceptable.

Commented [TB6]: Clarifies how to prove ownership of items in the storage area

89. Storage Area Fees

- a. Storage Space Rent. Rent for a Storage Space shall be paid in advance for a minimum of six months corresponding to the two halves of the HOA's fiscal year (i.e., July-December and January-June). If an applicant's Storage Area Agreement is signed on a date in between those timeframes, their rent for the remainder of the remainder of the applicable time period will be prorated accordingly.
- b. Storage Fees: The dollar amount of Storage Space rent is set promulgated by the HOA Board from time to time and may be changed upon giving the Storage Space User 30 days advance written notice. Notwithstanding the foregoing, notice of Storage Space rent will be mailed to the residential or multiple dwelling lot owner's address that is on record at the HOA's administrative office every 6 months or 12 months as applicable and per the regular renewal process.
- c. Late Payment of Fees: Payments not received within thirty (30) days after the due date shall accrue interest from the due date at the rate of ten percent (10%) per annum on the full balance due.
- d. Early Vacation of Storage Space. If a Storage Space is vacated by a user prior to the end of their applicable time period, a refund shall be provided to the user for the months that are not used. Users vacating on or before the 15th of the first month when their rent is due shall not be charged for that month. Users who assume use of a Storage Space on or after the 16th of the month shall not be charged for that month.
- e. Notice of Vacation. Users who vacate their Storage Space must notify the HOA's administrative office of that fact in writing in order to terminate being assessed rent for use of the storage spot. Users shall be liable for all Storage Space rent until such written notification has been received by the Office as well as any Administrative Fees for late or non-payment of such fees. E-mail notification originating from the applicant's e-mail address on record at the HOA's administrative office shall be acceptable written notification.
- e.f. Lot Owner Liable for Rent. [The lot owner associated with an assigned Storage Space shall ultimately be responsible for payment of the rent and any interest if the applicant of record fails to pay.

Commented [TB7]: Adds provision to ensure accountability of owner and payment

910. Storage Area Security

- a. The gate on the fence surrounding Lot 335 shall be closed at all times when the area is unattended.
- b. ~~Each~~The Storage Space user shall be issued a gate code upon submitting a completed Storage Agreement to the HOA's administrative office and paying the advance rent as described in Section 6.a above.

- c. The HOA's administrative office shall provide the gate code upon demand only to the persons whose names are shown in the Storage Agreement.
- d. Storage Space users shall not provide ~~The gate code shall not be provided~~ to anyone who is not a current user with a valid Storage Agreement in place or a person listed in that agreement as having permission of the Storage Agreement holder to access the Storage Space. Anyone desiring access to the Storage Space who is not named on a current Storage Agreement for the purpose of removing an item shall be accompanied by someone authorized to have knowing the gate code who shall (a) open the gate to provide access, (b) remain with the person granted access, insuring that the person removes only what is appropriate, and (c) shall ensure the gate is closed and locked upon leaving. **Under no circumstances shall an item be placed into a Storage Space by someone not named in a current Storage Agreement.**
- e. The gate code shall be deactivated for violators of these Rules.

10. Notice to Vacate

- a. A Notice to Vacate shall be transmitted in writing to owners of personal property in a Storage Space that is improperly stored per these Rules. This includes, but is not limited to, personal property (a) for which there is no currently valid Storage Agreement on file; (b) that is not in the proper Storage Space, and/or (c) that does not have a proper identification tag affixed as described in Section 7.8, and/or (d) that is prohibited or not permitted by these Rules.
- b. The Notice to Vacate shall identify the offending items and their location(s) and provide the responsible party one (1) calendar week to correct the situation or to remove the offending items.
- c. The HOA's Board of Directors reserves the right to permanently ban individuals from using Lot 335 for flagrant or repeated violation of these Rules.

11. Abandoned Property in Storage Area

Any item in a Storage Space whose owner cannot be identified including untagged or improperly tag items or whose owner has not successfully responded to a Notice to Vacate regarding the item(s) as described in section 10+.b shall be considered "abandoned property" under Wyoming law and may be removed by the HOA's maintenance personnel after compliance with any procedures for abandoned property under Wyoming law. The owner of the abandoned property shall be responsible for all expenses incurred from removal of the abandoned property.

12. Removal of Items for Storage Area Maintenance

The HOA reserves the right to require Storage Space users to temporarily remove their items in order to allow for maintenance activities on Lot 335, such as but not limited to, re-alignment or paving of Storage Spaces. For this purpose, Storage Space users will be provided with at least 60-days advance written notice of the date that stored items must be removed and the duration of such removal. Items not removed by the date set forth in the notice shall be considered "abandoned property" in accordance with Section 11.2 of these Rules.

13. Lot Owner's or Tenant's Account and Related Matters

The HOA's administrative office maintains records of each lot owner's ~~sa~~ fiscal account for assessments levied and paid by a lot owner, as well as for the fees charged for services such as defined in this rule for the use of the Storage Area. Any time that the HOA's administrative office sends a statement of

account to an owner (or Tenant) under a Storage Agreement, the statement will reflect the status of any of the Storage Space rent owed as of the date of the statement.

D. Roads & Pathways

1. Speed Limit

The speed limit throughout Rafter J is ~~25 miles per hour~~ identified in the Covenants.

2. Disallowed Vehicles

Snowmobiles, ~~ATV's~~, and unlicensed ATVs, four wheelers and other unlicensed motor vehicles are prohibited on Rafter J roads, pathways and common area.

3. Parking

No street parking is allowed in Rafter J. Vehicles must be parked within the paved surface of driveways within the lot. Vehicles shall not be parked within the Rafter J road right of way.

4. Snow Removal

The road easement, approximately ten (10) feet beyond each edge of the road pavement, is needed for snow removal. Rafter J shall not be responsible for any damage to trees or landscaping located within the road easement.

E. Common Area

1. Noxious or Offensive Activity

No noxious or offensive activity shall be carried on upon the cCommon aArea, (including any bike paths and roads located thereon), 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 in the enjoyment of their lots, or the cCommon aArea (including bike paths and roads), or the Rafter J Ranch Subdivision generally. ~~In determining whether there has been a violation of this paragraph recognition must be given to the premise that owners, by virtue of their interest and participation in the Rafter J Ranch, are entitled to the reasonable enjoyment of the natural benefits and surroundings of the Rafter J Ranch.~~

2. Loitering

Loitering on or in the cCommon aArea (including bike paths and roads) is prohibited. Specifically, it shall be unacceptable for any person to loiter at, on or in the cCommon aArea (including bike paths and roads) in the following manner:

- a. To interfere, impede or hinder the free passage of pedestrian, nonmotorized or authorized vehicular traffic over the cCommon aArea (including bike paths and roads);
- b. To threaten or do physical harm to any person or animal ~~another member or members of the public~~;

- c. To threaten or do physical damage to the cCommon aArea (including bike paths and roads); or
- d. To breach the peace or engage in disorderly conduct by the use of words, acts or images or other conduct that clearly threaten, offend, intimidate or present a danger to others.

3. Private Use of Common Area

Private use of the common area is ~~not allowed~~prohibited, unless specifically approved in writing by the ~~Rafter J Ranch Homeowner's Association~~HOA Board.

- a) Private or commercial motorized vehicles are not allowed on the common area.
- b) Lot owners or their tenants shall not use tThe common area ~~shall not be utilized~~ for storing or disposing of trash, debris, grass clippings, or fill dirt.
- c) Lot owners or their tenants shall not construct or place any structures or vegetation on, or make any improvements to, the common area including, but without limitation, trees, shrubs, garden beds, irrigation equipment, metal edging or any other landscaping features, fences or walls, trampolines, fire pits, play structures or other personal property, unless specifically allowed by a written license agreement with the HOA Board.

Lot owners shall not mow, water or otherwise maintain the common area in a manner that creates the appearance of exclusive use or causes wildlife, environmental, drainage, or safety impacts. Limited mowing is allowed to provide lot owners whose property abuts the common area some fire mitigation assurance, but in no event shall this provision be deemed to mean that the HOA is an insurer or guarantor against fire damage to any residence on any lot. Any mowing and watering either historic or ongoing conducted by a lot owner within the common area are permissive uses and in no case shall such activities constitute exclusive possession of common area by a lot owner, or give rise to any claim by any lot owner of adverse possession, prescriptive easement, or of a claim of ownership to that portion of the common area.

- d) _____
- a) _____

4. Signs, Banners and Displays

No signs, banners, or displays whatsoever, whether of a temporary or permanent nature, shall be erected, placed or displayed~~permitted~~ by any resident within the cCommon aArea (including bike paths and roads) except those outlined in Rule J below or which have received the specific written approval of the Design Committee -and/or HOA Board.

5. Pets

All pets in the common area must be restrained by voice or e-collar or ~~shall be~~ leashed and accompanied by a responsible person. Any pet found wandering at large may be reported to and picked up by the ~~All loose pets shall be subject to~~ Teton County Animal Control department, and the owner of such pet shall be responsible to pay any fees or penalties imposed by that agency. policies and penalties. Dog owners shall immediately ~~are required to~~ pick-up dog waste and dispose of it in a waste can.

6. Wildlife

In accordance with recommendations of the Wyoming Game and Fish department and per applicable Teton County regulations, Rafter J residents and their guests shall not feed nor harass anythe wildlife,

Commented [TB8]: Structures pose a liability risk for the HOA per our insurance agent. Structures prevent all HOA residents from perceiving area as common. Also, structures increase the risk of individuals claiming adverse possession.

Commented [TB9]: This item is still under discussion.

This rule provides grace for lots on the open space to maintain beyond their property boundary, as it is difficult to know where the boundary is (GIS is accurate only to 3-5 feet).

This also allows grace for mowing for fire risk mitigation. The National Fire Protection Association (NFPA) and JH Fire/ EMS Wildland Fire Action Guide recommend lawns and native grasses be mowed to a height of 4 inches in the Intermediate Zone, which is 5'-30' from main walls of the home. In addition to grasses, risk comes from wildfire embers (traveling via wind up to 30 miles as well as fires from the forest land east of the neighborhood).

Of note, the common area is for enjoyment of all residents and their guests, per the CCRs. Mowing (along with application of pesticides, herbicides, fertilizers and irrigation) can make common property appear private and thus not used by all.

Mowing also needs to be considered along with other values commonly expressed by owners in the neighborhood: conservation, wildlife habitat, recreation.

Formatted: Font: Font color: Black

Formatted: Font: 10 pt

~~including waterfowl, ungulates and any other wildlife the Canada geese, ducks, trumpeter swans, and other waterfowl which are found seasonally in our ponds within the Subdivision.~~

Commented [TB10]: Update language to be more clear and inclusive of all wildlife in Rafter J

7. ~~Micromobility Devices~~ **Electric Bikes**

~~Electric-Motorized~~ **bikes, scooters, ATV and other personal vehicles** are prohibited on Rafter J unpaved surfaces in the common area.

Commented [TB11]: Update language to be more inclusive of various motorized personal devices which create an injury risk, trail damage risk and wildlife disturbance risk.

8. Ponds

Skating, swimming, boating, ice fishing and pets are not allowed in the ~~Rafter J~~ ponds within the Subdivision.

F. Fishing

1. Flat Creek

~~The~~ taking of fish from Flat Creek ~~shall be~~ governed by the Wyoming Fishing Regulations issued by the Wyoming Game and Fish ~~Department, Commission,;~~ however, f Fishing from the bridge over Flat Creek ~~shall be~~ prohibited.

2. Ponds

- a. The taking of fish from the wildlife wetland pond behind the Cedarwoods townhouse area is strictly prohibited.
- b. Catch and ~~r~~Release of fish by hook and line only is permitted from either of the two ~~man-made~~ ponds on either side of Big Trail Drive located roughly between the Cedarwoods and Walden Pond townhouse areas. The person doing so must hold a valid fishing license in accordance with the Wyoming Fishing Regulations issued by the Wyoming Game and Fish ~~D~~epartment~~Commission.~~

G. Playgrounds

These rules apply to the developed pocket parks and playgrounds within Rafter J.

Commented [TB12]: Memorialize and make consistent the rules already physically posted in the parks/ playgrounds

1. Parks and playgrounds are reserved for use by Rafter J residents and guests only.
2. Parks and playgrounds are unsupervised by HOA staff. Users use the areas at their own risk, and the HOA is not responsible for injuries or accidents occurring in these areas.
3. Users should use play structures properly and in a safe manner. Do not use equipment when wet. Do not use equipment when the equipment is hot. Wear proper footwear. No pushing or shoving.
4. Children 12 and under have priority on playground equipment. Adult supervision is recommended for use.
 - a. ~~Clean up after yourself.~~

H. Recreational Vehicles

~~1-~~ Three-Day Grace Period (Covenants~~CR~~ Article VII, Section 3 (g))

Owners of Rafter J Ranch residential and multi-family lots, and their lessees ~~are given grace to~~ may have a recreational vehicle, snow machine or boat on their residential property in paved driveways, and thus in view of neighboring properties, for up to three (3) days prior to a trip and up to three up to (3) days after returning from a trip on the following conditions:

- a. The term "recreational vehicle" means any vehicle or movable contraption, or device designed, constructed and equipped as a dwelling place, living abode or sleeping place (either permanently or temporarily).
- b. The term "trip" is defined as being gone from the Rafter J lot for one or more consecutive 24-hour periods of time.
- c. ~~Recreational equipment and RVs may not be kept on residential property in view of neighbors for weeks, months or indefinitely even if they are removed from the property every three days.~~
- d. Recreational vehicles, snow machines and boats shall be present under this rule only on the driveway of the lot, and may not be kept on any other portion of the lot or on the street within the Subdivision.
- e-c. ~~The total combined gross vehicle weight of the tow vehicle, recreational vehicle, snow machine boat, and any combination thereof may not exceed 12,000 pounds.~~
- d-f. No recreational vehicle will be used for sleeping, cooking or bathing purposes within the subdivision.
- e-g. The intent of this Rule is to offer reasonable leniency for the use of RVs and recreational equipment in light of the general prohibition in the Covenants against having such vehicles present on a lot in the Subdivision. ~~Recreational equipment and RVs may not be kept on residential property in view of neighbors for weeks, months or indefinitely even if they are removed from the property every three days.~~

Commented [TB13]: This limit is imposed by the CCRs - reiterating it here to ensure the rule is not interpreted to override the CCRs

Commented [TB14]: Moved above

I. Design, Construction & Maintenance

1. Governance

~~Per the Covenants,~~ All construction within the Subdivision shall require a Rafter J building permit and shall conform to the Covenants and rules promulgated by "Declaration of Covenants, Conditions, and Restrictions" and the Design Committee rules. Building permit fees shall be \$200.00 for a new home, \$75.00 for additions to existing homes, and \$25.00 for fences, decks, and storage sheds. The HOA may change these fees from time to time, and shall provide lot owners 30 days advance notice of any such changes.

2. Excavation

All excavations within the Subdivision must be pre-approved and inspected by a Rafter J representative. No excavations ~~will be allowed~~ shall occur on weekends, except for in the case of emergencies.

Formatted: Font: 10 pt

3. Construction Noise

Construction noise above 20 DBA ambient shall not occur outside 7am to 6pm Monday through Friday, unless specifically allowed in writing by the HOA Board.

Commented [TB15]: Added to address numerous construction noise complaints received from residents

43. Color Changes

Color changes to existing structures and fences must be pre-approved by the Design Committee.

54. Occupancy Permit

The HOA Rafter J will issue an occupancy permit after final inspection by the Design Committee representative, and proof of the Ceounty's final inspection has been is-verified.

65. Satellite Dishes

The design standard regarding satellite dish antennas cited in Article VI, Section 4, Paragraph (f) of the Covenants (requiring approval by the Design Architectural-Committee) and the diametric limitation of 28 inches is in conflict with current FCC regulations and cannot be enforced. This rule is recognition of the intent to not enforce thate design standard in the future. In lieu of that old design standard, the size of anythe satellite dish shall not exceed 39 inches in diameter and an earth tone color is preferred.

Commented [TB16]: Delete if satellite CCR amendment passes.

J. Signage

Signs are permitted to be displayed on lots within the Subdivision under the following conditions:

1. Political Signs

Political signs pertaining to a specific election, if (a) the sign iswhich are displayed not earlier than fourteen (14) days prior to the election and which are is removed by the candidate or property owner who placed the sign within five (five) days after the election; and (b) any such sign-(The sign shall not exceed (6) square feet; and (c) that only one (1) sign per candidate can be placed on a lotthe property.

2. Real Estate Signs

Signs of real estate companies or private individuals announcing a property for sale, rent, or lease, provided that no such sign exceeds six (6) square feet, and that only one (1) sign per property per street frontage is displayed. Real Estate signs must be placed on the property for sale and not in the right-of-way or on other property; except during the duration of an open house.

3. Construction Signs

Construction signs announcing the construction of a building or project and/or not to exceed one (1) sign of six (6) square feet for each street frontage of the building or project.

4. Garage Sale Signs

Signs announcing a garage or yard sale may be placed on the property hosting the sale for up to one (1) week. While temporary signs are not allowed in the common area, garage or yard sale signs will be

Commented [TB17]: Added to allow temporary garage and yard sale signs.

provided a grace period along roadways for up to 36 hours. Signs must be hung and removed by the host of the sale.

K. Firewood

The storage of a reasonable amount of firewood on developed Rafter J Ranch lots is permitted for personal use by the occupant of the lot as follows:

1. Definitions

The terms "firewood", "firewood stack" or "stack" means a continuous rectangular dimension of wood sawn from trees that has already been split to length to be used in a fireplace or woodburning stove.

2. Storage

All firewood shall be neatly stacked and screened from view of roadways and neighboring properties.

3. Stacking

All firewood stacks shall be stored on the side or rear of the residence and either against the residence or against a fence on the lot. If stacked against a fence, the top of the firewood stack shall always be lower than the top of the fence. The presence of firewood is not permitted in front of any residence, except temporarily (no more than 48 hours) after delivery of a firewood load to a lot. Any such delivered load shall be promptly moved and stacked as required by this rule.

4. Backstopping

Any item used for "backstopping" a firewood stack, other than an~~the~~ existing fence or the residence itself, shall be constructed to be compatible with the original color and design of the existing residence, and shall require the owner to submit a proposal to the Rafter J Design Committee and obtain written concurrence from the Rafter J Design Committee prior to constructing such item.

5. Coverings

Firewood stacks, if covered, shall be covered only by a tan or brown canvas tarp, or by a brown, black or dark green polyester tarp. Clear plastic coverings are not acceptable.

6. Scrap Wood & Kindling

Storage of construction scrap wood for burning or for kindling shall be within the garage of the residence.

7. Noise

Please respect the quiet nature and atmosphere of the Rafter J Ranch by cutting~~blocking~~ firewood to useable lengths while on the forest, and keeping any chainsaw use in the Subdivision to 7am to 6pm Monday through Friday~~minimum~~.

Commented [TB18]: Consistent with construction noise limits above

L. Complaints & Grievances

Complaints and grievances should be in writing and addressed to the Rafter J Ranch Homeowner's Association.

M. Miscellaneous

1. Shooting & Archery

All shooting of firearms and archery of any kind is prohibited in the Rafter J Subdivision due to safety concerns.

2. Solicitation

Any non-Rafter J-related door-to-door solicitation, (placing of flyers, pamphlets, ~~and~~ etc.), canvassing or visitation that has not been requested by the occupants of the home subject to such solicitation, canvassing or visit is prohibited unless written prior approval is obtained from the Rafter J Office. Please report any violations to the Rafter J Office including the name of person soliciting, description of the vehicle they used, and license plate number.

3. Livestock

In order to protect the safety and health of Rafter J residents, horses and other livestock are prohibited on subdivision common areas and individual lots, except lot 332. This includes that portion of the pathways within the Rafter J subdivision.

~~a. Pasturing or keeping of livestock in the Public Facilities Lot 331 is prohibited effective January 2007.~~

4. Trash Disposal

Trash shall be placed into containers which comply with Teton County, Wyoming regulations and placed at the edge of the street for pickup. -Trash shall be placed in covered containers or otherwise protected to prevent dispersal of the contents by wind or animals. The trash owner shall be responsible for any trash that becomes dispersed.

5. Trash Compactors

The use/restriction regarding trash compactors cited in Article VII, Section 3, Paragraph (i) of the CovenantsCC&Rs requiring that trash compactors be included in the designs for multiple family, residential, and commercial units and kept in good condition and use has not been enforced for many years and will not be enforced in the future. This rule acknowledges is recognition of the past lack of enforcement and the intent in the future to not enforce the requirement for trash compactors. This rule is effective until the CovenantsCC&Rs have been amended to eliminate the requirement.

Commented [TB19]: Delete if trash compactor CCR amendment passes

N. Definitions

The following definitions are in addition to other defined terms in these Rules.

Definition of “Family”

The term “family” as used in the ~~Compilation of Declaration of Covenants, Conditions, and Restrictions Rafter J Ranch Subdivision and Amendment~~ shall mean one (1) or more individuals related by blood, marriage, adoption, or guardianship, or not more than three (3) individuals not so related, occupying a dwelling unit, and living as a single housekeeping unit.

Definition of “Conventional Passenger Car”

The term “conventional passenger car” as used Article VII, Section 3 (g) of the ~~Rafter J Ranch Covenants~~ shall mean any of the following motor vehicles on the condition that in every instance such vehicle (a) is designed to carry ten (10) persons or less; (b) has a gross vehicle weight of less than 12,000 pounds, and (c) is primarily used on a daily basis to transport people; and (d) is currently and validly registered by a state vehicle registration agency other than as a recreational vehicle:

- a. **Passenger vehicles**, meaning sedans, hatchbacks, coupes, convertibles, station wagons and vans.
- b. **Sport Utility Vehicles (SUVs)**, meaning designed for and capable of off-road driving in addition to driving on roads.
- c. **Pickup trucks** having an enclosed cab and an attached open cargo box (or covered by a non-camper type topper) directly behind the passenger compartment and designed to be equipped with a tailgate which can be lowered or opened to load or unload property or cargo.
- d. **Vans** designed primarily for passenger transport, provided they meet the following conditions:
 - 1. Use: Must be used primarily for personal transportation rather than commercial purposes or recreational use.
 - 2. GVWR: Less than 12,000 pounds.
 - 3. Licensing: Must have a current and valid registration and cannot be registered as a recreational vehicle.

Definition of “Sending out” and “Mailing”

For the purpose of Rafter J owner voting, “sending out” and “mailing” includes both paper mailing and secure electronic ballot formats.

Commented [TB20]: Added to clarify how distribution of ballots may happen

Tracy Baiotto, President

Jessica Brown, Vice President
Brian Merritt, Secretary

Kathie Brazinski, Treasurer
Aida Farag, Member at Large