



TETHEROW OWNERS ASSOCIATION

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WRITTEN CONSENT OF DIRECTORS – June 28, 2020

The Board of Directors of the Tetherow Owners Association (TOA) adopts the following policy resolution:

Authorization to further define the CC&R's definition of PARKING and VEHICLE TYPE.

RESOLVED, to approve the updated definition of allowable parking area, times for parking, and vehicle types permitted. As time moves forward, vehicles and uses have changed causing the need to update definitions.

PARKING: All street in Tetherow are Private streets owned by the Tetherow Owners Association or sub-associations. Homeowners can park only an approved vehicle in their driveway overnight. Temporary day use street parking for homeowners or their guests is permitted in front of their unit only, overnight street parking is not allowed for any vehicle, trailer, or equipment.

Driveway parking for occasional use vehicles, RV, pickup truck with camper installed, boats, trailers, or anything that is not an approved daily transportation vehicle, is allowed for 24 hours for loading, unloading, or cleaning. If an exception is needed please contact toa@tetherow.com for a written approval for a 24 hour exception. Sleeping in any vehicle or tent within Tetherow is not permitted at any time.

The Cabins, Trailhead, Tetherow Rim, Triple Knot, or Tartan Druim parking restrictions are more restrictive than TOA's so please check with your HOA manager if you have any questions.



APPROVED VEHICLE: An approved vehicle is one that is used for road use and daily transportation, not designed for sleeping, camping, and is under 9000 gross vehicle weight (GVRW). Sprinter type vans are permitted but they must be in as new condition, only short wheelbase, short box, and not converted for camping, we are allowing the daily transportation short wheelbase 4x4 sprinter type vans with a GVRW of 9050 pounds which is posted on chassis. Locate the gross vehicle weight rating (GVWR) on the door pillar of the driver's side of the vehicle.

This resolution confirms the TOA Board of Directors agreement of the further definition of PARKING and APPROVED VEHICLES,

Proposed and drafted by: Rick Johnson
TOA Community Manager
On: June 25, 2020

Approved as of June 28, 2020:

Chris van der Velde
President

Christine Cook
Secretary

Paula Sansburn
Board Member

7.28 **Solid Waste.** No part of the Property shall be used as a dumping ground for trash or rubbish of any kind, and no rubbish, refuse or garbage shall be allowed to accumulate. Disposal of solid waste, including normal household waste, yard waste and household hazardous waste from each Unit, shall conform to the requirements and procedures set forth by the Association. Should any Owner or occupant responsible for its generation fail to remove any trash, rubbish, garbage, yard rakings or any other such materials from any streets or the Property where deposited by such Person within ten (10) days following the date on which notice is mailed to the Owner or occupant by the Board of Directors, the Association may have such materials removed and charge the expense of such removal to the Owner.

7.29 **Wildlife Protection.** The capturing, trapping, injuring, or killing of wildlife within Tetherow is expressly prohibited, except when reasonably necessary to avoid an imminent threat of personal injury or death to any person or except when reasonably necessary to protect property from damage by rodents or other pests and then only to the extent permissible under applicable laws. The feeding of wildlife or leaving salt blocks out for big game is also expressly forbidden.

7.30 **Fire Protection.** Each Owner shall comply with the Fire Protection Standards.

7.31 **Association Rules and Regulations.** In addition to the restrictions in this Declaration, the Association from time to time may adopt, modify or revoke such Rules and Regulations governing the conduct of Persons and the operation and use of Units and the Common Areas as it may deem necessary or appropriate to insure the peaceful and orderly use and enjoyment of the Property. A copy of the Rules and Regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be furnished by the Board to each Owner and shall be binding upon all Owners and occupants of all Units. The method of adoption of such Rules and Regulations shall be as provided in the Bylaws.

7.32 **Application to Additional Property.** The Supplemental Declaration subjecting Additional Property to this Declaration may establish additional or different restrictions governing the use of such Additional Property.

7.33 **Right to Approve Changes in the Standards Within the Community.** No amendment to or modification of any use restrictions contained in this Declaration or any Supplemental Declaration shall be effective without the prior notice to and the written consent of Declarant so long as Declarant owns property subject to this Declaration or prior to the expiration of the Development Period.

Article 8

ARCHITECTURAL REVIEW COMMITTEE

8.1 **Design Review Requirements.** Except for Units owned by Declarant, no Improvement shall be commenced, erected, placed or altered on any Unit until the construction plans and specifications showing the nature, shape, heights, materials, colors and proposed location of the Improvement have been submitted to and approved in writing by the Architectural Review Committee. It is the intent and purpose of this Declaration to assure quality of workmanship and materials and to assure harmony of external design with the then existing Improvements and as to location with respect to topography and finished grade elevations. The procedure and specific requirements for review and approval of construction shall be set forth in Design Guidelines adopted from time to time by the Architectural Review Committee. In all cases which the consent of the Architectural Review Committee is required by this Declaration, the provisions of this Article shall apply.

8.2 **Membership: Appointment and Removal.** The Architectural Review Committee shall consist of as many persons, but not less than three (3) nor more than five (5), as Declarant may from time to time appoint. Declarant may remove any member of the Architectural Review Committee at its discretion at any time and may appoint new or additional members at any time. The members of the Architectural Review Committee need not be Owners or representatives of Owners, and may, but need not, include architects, engineers, or similar professionals, whose compensation, if any, shall be established from time to time by the Board. The Architectural Review

Improvements and glass surfaces. All repainting or restaining, any change in type of roof or roof color and any exterior remodeling or changes shall be subject to prior review and approval by the Architectural Review Committee. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes shall likewise be the responsibility of each Owner and shall be restored within a reasonable period of time. Any change in appearance must first be approved by the Architectural Review Committee.

7.6 **Maintenance of Landscape.** Each Owner shall keep all sidewalks, shrubs, trees, grass and plantings of every kind on the Owner's Unit or within the street right-of-way adjacent thereto neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material and in compliance with the Fire Protection Standards.

7.7 **Prohibited Vehicles.** No mobile home, recreational vehicle (including campers), snowmobiles, all terrain vehicles, dirt bikes and other vehicles designed primarily for off-road use, commercial vehicles, any vehicles exceeding 9,000 pounds in gross vehicle weight, any trailer of any kind, any truck with a rated load capacity greater than one ton, or any boat, shall be kept, placed, maintained or parked for more than twenty-four (24) hours or such other period as may be permitted pursuant to the Association Rules and Regulations on any Unit or Common Area except in enclosed garages approved by the Architectural Review Committee, areas designated by the Board, or screened from view in a manner approved by the Architectural Review Committee. No motor vehicle of any type may be constructed, reconstructed or repaired in such a manner as will be visible from neighboring property, nor may any such vehicle be occupied for residential purposes while located within Tetherow. The Rules and Regulations may restrict the amount of noise vehicles may generate.

7.8 **Vehicles in Disrepair.** No Owner shall permit any vehicle which is in an extreme state of disrepair or which is not currently licensed to be abandoned or to remain parked upon any Unit or on the Common Area or on any street for a period in excess of forty-eight (48) hours. A vehicle shall be deemed in "extreme state of disrepair" when the Board reasonably determines that its presence offends the occupants of a Unit. Should any Owner fail to remove such vehicle within five (5) days following the date on which the notice is mailed to him by the Association, the Association may have the vehicle removed from Tetherow and charge the expense of such removal to the Owner.

7.9 **Traffic Regulations.** The Association may promulgate, administer and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including reasonable safety measures and speed limits. Except at designated golf cart crossings, no golf carts shall be used on public or private streets within Tetherow. Vehicular and pedestrian traffic includes but is not limited to motor vehicles, trailers, bicycles, skateboards and roller skates. The Association shall be entitled to enforce such provisions by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof, as long as such procedures are consistent with the Declaration and Bylaws. Only drivers licensed to operate motor vehicles shall operate any type of motor vehicle within Tetherow. All vehicles of any kind which are operated within Tetherow shall be operated in a careful, prudent, safe and quiet manner and with due consideration for the rights of all Owners, the Golf Course Property, the Golf Course Owner, and the Owner of the lodging/conference center facilities and each of the foregoing's invitees.

7.10 **Parking and Street Obstructions.** Parking of vehicles of any type whatsoever on any portion of the streets or trails within the Property shall be permitted only as set forth in the Association Rules and Regulations. No Owner shall do anything which will in any manner prevent the streets within the Property from at all times being free and clear of all obstructions and in a safe condition for vehicular use.

7.11 **Grades, Slopes and Drainage.** Each Owner shall accept the burden of, and shall not in any manner alter, modify or interfere with, the established drainage pattern and grades, slopes and courses related thereto over any Unit or Common Area without the express written permission of the Architectural Review Committee, and then only to the extent and in the manner specifically approved. Except with the express written permission of the Architectural Review Committee, no structure, plantings or other materials shall be placed or permitted to remain on or within any grades, slopes, or courses, nor shall any other activities be undertaken that may damage or interfere with established slope ratios, create erosion or sliding problems, or change the direction of or obstruct or retard the flow of water through drainage and infiltration systems.