

THE VALLEY CLUB OWNERS ASSOCIATION, INC.
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RULES

Effective July 10, 2016

These Rules were adopted by the Board on May 31, 2016 in accordance with Section 10.2 of the Valley Club Owner Association's CC&Rs and govern all property with the Valley Club Owners Association. These Rules replace "Exhibit B" of the CC&Rs in its entirety.

Definitions

Rules: These Rules and future Rules as may be amended from time to time.

Association: The Valley Club Owners Association, Inc.

Lot: An individual Lot, with or without a home built upon it, within the Valley Club Owners Association as referenced in the Plat (recorded as Instrument #365515, County of Blaine).

Property/Properties: Privately owned Lots including any improvements thereon located within the Association.

CC&Rs: The Declaration of Covenant, Codes, and Restrictions (recorded as Instrument #500610, County of Blaine) and any amendments thereto.

Board: The Board of Directors of the Association.

1. General

The Properties shall be used only for residential purposes consistent with the CC&Rs, any Supplemental CC&Rs, these Rules, and the Architectural Guidelines.

2. Generally Restricted Activities

The following activities are prohibited within the Properties unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board:

- A. Posting of signs of any kind except those required by law, including posters, circular and billboards. Notwithstanding the above, for sale lot number signs on vacant lots and constructed homes to be paid for by the owner, facing the street only, and removed once the property has sold are allowed.
- B. Parking of commercial vehicles, recreational vehicles, mobile homes, boats or other watercraft, or other oversized vehicles are permitted to be parked to load/unload for no more than 48 hours and are not to be used as living quarters during that time. Stored vehicles or inoperable vehicles in places other than enclosed garages. Continuous daily parking of visitor vehicles for periods exceeding 90 days in places other than enclosed garages.
- C. Subdivision of a Lot into two or more Lots.
- D. Active use of lakes, ponds, streams, or other bodies of water within the Properties or within any Golf Course, except that the owner of the Golf Course, and its agents, successors and assigns, shall have the exclusive right and easement to retrieve golf balls from bodies of water within the Common Areas which are within range of golf balls hit from the Golf Course. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or

unauthorized use of lakes, ponds, streams or other bodies of water within or adjacent to the Properties.

- E. Operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Lot rotates among participants in the program on a fixed or floating time schedule over a period of years.
- F. Occupancy of a Lot by more than a single family. For purposes of this restriction, a single family shall be defined as any single person or person and spouse or partner and their immediate family (related by blood or adoption) and not more than one person who is not so related; or not more than three persons who are not so related living together as a single household unit, and the household employees of either such household unit.
- G. Capturing, trapping or killing wildlife (except for rodents) within the Properties, except in circumstances posing an imminent threat to the safety of persons using the Properties. Raising, breeding or keeping of animals, livestock, or poultry of any kind, except that a reasonable number of dogs, cats, or other usual and common household pets may be permitted in a Lot. However, those pets which are permitted to roam free, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed upon the request of the Board. If the pet owner fails to honor such request, the Board may have the pet removed.
- H. Activities which materially disturb or destroy the vegetation, wildlife, or air quality within the Properties or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution.
- I. The discharge of firearms within the Properties is prohibited. Notwithstanding anything to the contrary contained herein, or in the Bylaws, the Association shall not be obligated to take action to enforce this provision.
- J. Any business, trade, garage sale, , rummage sale, yard sale, or similar activity, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (A) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (B) the business activating conforms to all zoning requirements for the Properties; (C) the business activity does not involve regular visitation of the Properties by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Properties; and (D) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security of safety or other residents of the Properties, as may be determined in the sole discretion of the Board.

The leasing of a Lot shall not be considered a business of trade within the meaning of these Rules.

- K. The use of drones.

3. Leasing

Leasing (or renting) for purposes of the Declaration is defined as regular, exclusive occupancy of a Lot by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Lots may be leased only in their entirety. No fraction or portion of a Lot may be leased. No structure on a Lot other than the primary residential dwelling shall be leased or otherwise occupied for residential purposes, except that any Lot comprised of more than one acre of land may make residential use of such a structure for an ancillary use such as in-law suite or nanny suite, but not for independent leasing. There shall be no subleasing of Lots or assignment of leases unless prior written approval is obtained from the Board. All leases shall be in writing.

Short-term and/or seasonal rentals less than four months are prohibited and such leases must be for a contiguous four months. Unless pre-approved by the Board of Directors, no house may be leased more than once in any given calendar year. The property manager shall be notified of all leases including the term of the lease and full contact information of the occupants.

4. Combining Lots

Combining Lots and abandoning a Lot line will only be allowed with the approval of the Board of Directors and subject to any restrictions as determined by the Board.

5. Holiday Lighting

Holiday lighting must not be blinking or unreasonably emit light into neighboring lots. Lighting is permitted on trees from on or around November 1 through March 15. Lights are permitted on building roof lines from November 1 through January 15 only. With the exception of lights controlled by the Association at the entrances, all lights must be on an automatic timer set to turn off at or before midnight (12:00 AM) each night and lights shall not be turned on again until the following evening. The Board reserves the right to require, for any reason, that any holiday lighting be changed, modified, or removed at any time.

6. Temporary Seasonal and Holiday Displays and Decorations

With the exception of those items specifically allowed in this Section, any construction, erection, or placement of ornamentation or other ornamentation or other objects or equipment, permanently or temporarily, on the outside portions of the Lot, whether such portion is improved or not, is prohibited.

Temporary seasonal and holiday displays are allowable provided that they are reasonable and only displayed during the appropriate seasons. The Board reserves the right to determine what is reasonable and reserves the right to require, for any reason, that any holiday decoration or display be changed, modified, or removed at any time.

Examples of reasonable holiday displays include small Christmas wreathes, small Chanukah menorahs, etc. Such displays must be under five feet in total height and five feet in width, should not be substantially noticeable from other lots and should not emit more light than standard holiday lighting. Any temporary displays must be within 25 feet of entryway.

Examples of holiday displays which are not allowed include any large displays over five feet in height, displays which produce any sounds, displays which can be seen from multiple lots, and/or displays which emit a substantial amount of light. Large (over five feet in size) displays or decorations, including inflatable ones, are expressly prohibited

7. Rules Related to Water

The VCOA supplies all domestic and irrigation water to the Lots within the Association. In addition to these specific rules below, if suggested or mandated by a government agency, the Board reserves the right to enforce additional water restrictions.

- A. Cross Connection Policy: Per state regulations, all cross connection valves must be examined and tested once a year. As the water purveyor, it is VCOA's responsibility to ensure that this takes place and as such, an inspection will take place each year. It will be arranged by VCOA and individual owners will be billed the cost of inspection on their lot.

- B. Irrigation Schedule: If necessary for water flow and conservation purposes, the Board has the authority to establish and enforce an irrigation schedule.