

LATITUDE 49 RESORT PARK ASSOCIATION **RULES & REGULATIONS**

Problems can be eliminated if the Rules and Regulations are followed. Please do not take the verbal assurance of someone who may not be completely informed on current park policy.

Exceptions to rules permitted in the past are not precedent setting guidelines and are not necessarily repeated in the future.

For the convenience and comfort of the residents and in compliance with the covenants, conditions and established by the Latitude 49 Resort Park Association (hereinafter "Association"). Please also read the Declaration and its Amendments

1. PROPERTY

- 1.1 Park models, Manufactured Homes and other types of Recreational Vehicles (which shall include Class A as well as Class C motor homes and 5th wheels as well as travel trailers) subject to condition restrictions, shall be allowed on all parcels within the Latitude 49 Resort Park Condominium
NOTE: A lot improvement form must be obtained in the administrative office, and be submitted by the owner to the Architectural Committee for review and approval. The recommendations will be submitted to The Board of Directors for final approval before any construction, alteration, or material change is made to the parcel.
- 1.2 Any unit to be sited in the Park shall be new or in like-new condition and be subject to inspection and acceptance by the Board of Directors.
- 1.3 No unit shall have more than two (2) bedrooms.
- 1.4 All Recreational Vehicles sited in the Park after September 1, 2004 shall be a minimum of 28 feet in length.
- 1.5 No more than one recreational vehicle or manufactured home may be connected to utilities on any parcel.
- 1.6 Skirting shall be wood or vinyl of standard manufacturer's grade and color, composition cement, (i.e. Dura Skirt) or cement blocks. Steps and landing shall be wood, composition cement (i.e. Dura Skirt) or vinyl.
- 1.7 All parcels shall have a concrete driveway. All parcels shall have gravel, concrete or pavers under recreational vehicles as described in 1.1 and concrete or "magnums" under any manufactured home.
- 1.8 Owners shall or cause to be installed all architectural requirements pertaining to Structures within 120 days of delivery of the Structure including, but not limited to, set, block, level, utility connections, meters and fees, skirting and construction of permanent deck or steps for access to Structure. All structures shall comply with Whatcom County code setback requirements.
- 1.9 As of September 17, 2005 all structures shall adhere to a 5-foot side set back from the property line as required by Whatcom County Code
- 1.10 Each owner will be issued two (2) gate cards. There will be a charge of \$20.00 U. S. per card for replacement of lost cards. Admittance to common areas and amenities will require your personal gate card.

- 1.11** Owners can sell their parcel either personally or by outside agent. The Association may provide, as a convenience to the owners in the park, a resale list or resale board for prospective buyers to review. **A licensed real estate agent or the owner shall escort all buyers or clients within the park. The owner or licensed real estate agents are the only persons who will negotiate or represent the sale of a parcel to any prospective buyer.**

2. SHEDS:

- 2.1** All sheds shall be constructed of wood with wood or vinyl siding and shall comply with Whatcom County Codes.
- 2.2** All sheds shall have a minimum 3/12 roof pitch. Sidewalls shall not exceed eight (8) feet in sidewall height and ten (10) feet end wall heights. Shed floor space shall not exceed 100 square feet.

3. PARKING

- 3.1** No more than two operable licensed motor vehicles in addition to a sited recreational vehicle may be parked on any Parcel. Guests shall park motor vehicles only in authorized areas under prior arrangement made by Parcel Owner or Lease Tenant (hereinafter "Owner") with the Association Manager. Guests' vehicles shall display a guest pass on the dashboard. Passes can be obtained from the Association during normal business hours.
- 3.2** No vehicles shall be parked on the street except for emergency or delivery vehicles. No vehicle shall exceed the speed of five miles per hour (5 MPH) through the streets and parking areas within the Park
- 3.3** All utility trailers must be concealed from view of neighboring parcels, the common areas, amenities and roadways in the park.

4. MAINTENANCE

- 4.1** The Owner or Tenant shall maintain all portions of his/her Parcel in a neat and trimmed fashion and shall be responsible for the removal and proper disposal of all landscape or yard waste. Small branches or debris that fit into a 33-gallon (33 X 40) garbage bag may be placed in the trash compactor. Any parcel with overgrown grass or weeds will be reported by the Park maintenance to the Board of Directors and the necessary actions to correct the problem will be billed to the homeowner.
- 4.2** Each Parcel and Structure shall be kept in a sanitary condition, free of offensive odors and insect infestation. No rubbish or debris of any kind shall be placed or permitted to arise or escape there from so as to render the Park or any Parcel or portion thereof unsanitary, unsightly, offensive or detrimental to any residents, the Parcel, other Parcels, the Park or neighborhood. Trash shall be stored in secure containers. Disposal of trash shall be the responsibility of the owner. **No flammables, electronics, or appliances, barbeques, or furniture of any kind shall be placed in the compactor or left anywhere on the garbage site. (Lot 161.**

- 4.3 Any individual tree located on a parcel shall not exceed eighteen (18) feet in height and shall be subject to being trimmed so, as not to interfere with a neighbor's use and enjoyment of his parcel. Any vegetation used as a screening fence or hedge shall not exceed 5 feet in height and shall be subject to fence location rules as detailed in the declarations. As per Whatcom County Code #20.80.210 (3) and 20.80.220 C, a clear vision of the roadway shall be maintained on the corners of all property at the intersection of two streets. **Vegetation shall not obstruct sight distance for vehicular traffic.**
- 4.4 Repainting of units color in other than the original color requires a lot improvement form with color swatch attached.
- 4.5 All boats, bicycles, equipment, boxes, woodpiles or other similar items shall be concealed from view of neighboring parcels, the common areas and amenities and roadways in the Park.

5. IMPROVEMENTS

- 5.1 No awnings, decks, patio covers, air conditioning units, or other projections shall be attached to exterior walls or doors or sheds without prior written approval of the Board of Directors.
- 5.2 Only fences of an approved design, not exceeding five (5) feet in height and not closer than ten (10) feet to the roadside boundary of a Parcel (Parcels may have more than one roadside boundary) may be constructed. Fences must be constructed so as not to impede access from the road to electric and gas meters.
- 5.3 No spotlights, floodlights, party lights or high intensity lighting shall be placed on any Parcel or Structure in such a way that causes light to shine or to be reflected on neighboring Parcels or properties.
- 5.4 No reflective materials, including, but not limited to, aluminum foil, reflective screens or glass, mirrors or similar type items, shall be permitted on any Parcel or Structure so as to be visible from outside the Structure, except as permitted by the Board of Directors.
- 5.5 Outside clotheslines shall not be erected within the Park, nor shall clothing be hung outside any Structure. No washing machines or dryers shall be kept or maintained on any Parcel except within an approved structure. . Any exceptions must have the prior written approval of the Board of Director.
- 5.6 Phases 1 and 2, Parcel Numbers 1-151.
Only propane tanks utilized in connection with barbeque grills or recreational vehicles as attached by the manufacturer of it and as allowed under applicable laws, rules and regulations shall be permitted on the parcel.
- 5.7 Phases 3 & 4, Parcel numbers 152-318
Gas propane tanks of 100 gallon size or smaller shall be allowed on parcels in phase 3 & 4. Tanks shall be screened so as not to be visible from any street or adjacent parcel. Tanks and piping must be kept neat, painted, and as unobtrusive as possible. And shall conform to all applicable laws, rules and regulations. Tanks shall be sited so they do not adversely affect adjoining parcels.

6. ACTIVITIES:

6.1 No noxious, offensive, immoral, illegal or unsafe trade, practice or activity may be engaged in within the Park areas, nor shall anything be done within the Park which may become an annoyance or nuisance to the neighborhood, or detract from the appearance of the Park or neighborhood. Nothing shall be done to or within the Park that may increase the rate of insurance for the Park or any Parcels within the Park. No devices for the transmission or receiving of television or radio signals shall be erected unless approved in writing by the Board of Directors

6.2 No devices for the transmission or receiving of television, radio or satellite dishes shall be erected unless installed according to FCC regulations and law.

6.3 Owners may have up to four (4) guests using amenities at one time. Owner shall be responsible for the actions and conduct of their guests. Owners may rent the clubhouse for larger groups.

6.4 No one under 18 years of age shall be allowed in any Park building without being accompanied by a property owner.

6.5 **Excessive noise will not be tolerated.** No exterior speakers, horns, whistles, bells or other sound devices except security devices used exclusively for security purposes, shall be located, used or placed on any Parcel or Structure. The hours from 10:00 PM to 8:00 AM shall be quiet hours. **PLEASE BE CONSIDERATE OF YOUR NEIGHBORS.**

6.6 No signs shall be placed upon any parcel, or on the outside of any structure, or in any window, or in or on a vehicle parked within the Park other than the small plastic (real estate) box available in the Association office. The property is declared to be a community free from solicitation of other commercial advertising. No signs shall be permitted within any common areas of amenities without the prior written consent of the Board of Directors.

7.0 PETS:

7.1 All pets shall be kept on a leash when outside the confines of the owners parcel. The leash shall not exceed five (5) feet in length. **No pet shall be allowed to relieve itself on any property except his or her own. In the event a pet does relieve itself on another property, pet owner shall be responsible for immediate clean up.** No pet is allowed in the clubhouse, pool area, laundry room or any other facility in the common areas. **Noise and disturbance caused by animals will not be tolerated.**

7.2 The following breeds of dogs are specifically prohibited in the park. Chow, Doberman Pinscher, Rottweiler, and Wolf hybrid. Dogs that are a party to attacks or biting incidents shall not be allowed in the park. Dogs must not exceed a weight of forty (40) pounds except existing dogs of a few owners who purchased their parcels prior to August 1998.

7.3 **All pet rules shall apply to all owners and their guests.**

8. LEASES, RENTALS & GUESTS.

8.1 Owners who have guests intending to stay on their Parcel in a Motor Home, travel trailer or other such recreational vehicle shall secure written permission from the Association for said guests to park their vehicle on the Parcel for a period of up to two weeks in any three (3) month period.

8.2 No tents or tent trailers shall be used at any time in the Park. No sheds shall be used at any time as a residence in the Park.

- 8.3 There shall be a maximum of ten (10) rentals allowed in the Park at anytime. There shall be a limit of one (1) rental per owner in the Park. Under no circumstances can an owner sublease, let out, rent (whether for a fee or at no charge) their parcel without the prior written authorization of the Board. Said authorizations will be maintained in a file in the administrative offices. Rentals are authorized for no more than two (2) adults. Rentals shall be for a minimum of thirty (30) days or longer, and for a maximum of one year. At the expiration of one year from the date granted to an owner to lease or rent his/her property, that owner shall cease to be eligible to lease his/her property until all other applications pending have been approved.
- 8.4 The Association shall maintain a list of rentals/leases and the date of expiration of each lease. Owners wishing to rent or lease their property may request that their name be added to the list of available rentals.
- 8.5 If an owner, occupant or person living with an owner or violates a provision herein or in the lease pertaining to a Parcel, the Board of Directors or the Association shall have the power to bring an action or suit against Owner to recover sums due for damages or for injunctive relief, or for any other remedy available by law or equity.
- 8.6 The Association shall have the power to suspend the rights of Owners, occupants or persons living with Owners or occupants to use the common areas and amenities for any violation by Owner, occupant or person living with Owner or occupant, of any obligation and/or responsibility imposed herein. No suspension of the right of an Owner, occupant or person living with an Owner or occupant to use the common areas and amenities may be for a period longer than sixty (60) days (provided use fees are current and provided the foregoing limitation shall not affect or prevent termination of any lease if permitted by the terms of the lease or otherwise by applicable law).

9. LAUNDRY, POOL & SPA AREAS:

- 9.1 Food or glass containers **will not** be permitted in the pool area. An adult in the pool area must at all times accompany children under age twelve (12). No children under age twelve (12) are allowed in the hot tub (spa) area. **Diaper age children are prohibited from the pool. Owners will be held financially responsible for any costs incurred for having to clean the pool facilities as a result of any contamination.** Proper swimming attire is required in the pool area. Each person entering the pool must first shower. Additional rules is posted at the pool and at the spa.
- 9.2 Hours of operation for the swimming pool and other common areas and amenities shall be as designated by the Association. **USE OF THE POOL IS AT OWNERS AND GUESTS OWN RISK. NO LIFEGUARD IS ON DUTY.**
- 9.3 Owners and guests shall report any problem with laundry equipment to the Association. Owners and guests shall clean the laundry area and equipment and remove their clothing from the machines immediately after use of the laundry facilities.
- 9.4 Owners and guests shall not make use of more than two (2) washers or two (2) dryers at the same time.

10. ASSESSMENTS AND FINES:

10.1The common area assessments are due each month on the first day of the month. They become past due on the 15th of the month and are subject to a late fee of \$25.00 (per notice 14.1 of the Declaration.) If the assessment remains unpaid and delinquent on the 15th of the following month that owner's rights to the use of the common area is suspended, his or her name, parcel number, and amount owed will be posted stating their loss of use of the common area. Furthermore, the Association may suspend other services provided to the parcel as provided in the Declaration section 10. **The Association further has the right to charge interest, costs and attorneys fees incurred to collect the delinquency through liens and foreclosure (as provided by Declaration 14.1.)**

10.2The Association through the Board of Directors may pass, amend and revoke such rules and regulations as may, from time to time, be necessary or convenient to ensure compliance with requirements of applicable laws, rules, statutes and regulations, covenants, conditions and restrictions affecting the Park and/or improve the safety and enjoyment of the Park for Owners. Violation of any rules and regulations by an Owner or his/her guests may subject such Owner to an action by the Association as provided herein or in the Condominium Declaration.

SCHEDULE FOR THE LEVY OF FINES FOR VIOLATIONS OF THE DECLARATION, BY-LAWS AND/OR RULES AND REGULATIONS

Late payment of Assessments	\$25.00 per month
Violation of Declaration, by-laws or rules and regulations	\$10.00 per day
Lost Gate Card/Key Replacement	\$20.00 per card
Dog littering without clean up or off leash violation.	\$50.00 each recurrent

If a Letter or Notice of Violation is sent by Return Registered Mail, Return Receipt Requested; the fine payable is due ten (10) days after notice has been given. If a Homeowner or Lessee requests an opportunity for a hearing before the Board of Directors or others persons designated by the Board of Directors, the Homeowner or Lessee must request such a hearing within the said ten (10) day period after receipt of notice. Failure to request a hearing, or failure to attend a scheduled hearing, will result in the fine being added to the monthly assessment records for the Owner or Lessee. Failure to pay a fine levied for violation of the Declaration, By-laws, and/or Rules and Regulations within 30 days will result in the account being referred to the Association’s attorney. This may result in collection costs, attorney fees, an adverse credit report and ultimately liens and foreclosure for collection.