

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

The initial references to the Rules and Regulations are addressed as Latitude 49 Resort Park Association; thereafter all references to Latitude 49 Resort Park Association will be referred to as Latitude 49.

These Rules and Regulations are intended to:

- Preserve the natural beauty and atmosphere of the Association property, maintaining a high standard of both the physical environment and the conduct of the owners, residents and guests.
- Provide a recreation area in which all owners, residents and guests conduct themselves in a manner, which is not offensive to others.
- Give protection, safety and enjoyment to owners, residents and guests.

Interpretation and enforcement of the Rules and Regulations is the responsibility of the Board of Directors of Latitude 49. At the direction of the Board, letters outlining the violations will be sent by the Management Company to the owners in the park. The Board of Directors and park management do not want to be put into the role of policeman and jury.

Problems can be eliminated if the Rules and Regulations are followed. The Rules and Regulations work in conjunction with the governing documents of the Association. Please do not take the verbal assurance of someone who may not be completely informed on current park policy.

SECTION 1. OWNERS LIMITATION ON USES AND OCCUPANCY:

1. Refer to the provisions set forth in the governing documents for Latitude 49 and with any recorded amendments thereafter.
2. Recreational residences shall be one of the following:
 - Mobile home
 - Park model
 - Class A, B and C motor homes
 - Manufactured home
 - Fifth wheel trailers.
 - Travel trailer.
3. Residential units must be in new or in like-new condition and shall be subject to inspection and acceptance for placement by the Architectural Committee and approved by the Board of Directors. Only one recreational unit can be occupied on any parcel.
4. No residential unit shall have more than two (2) bedrooms.
5. All motor homes, 5th wheels, travel trailers, or park models sited in the park shall not exceed 890 square feet of livable space in Phases #1, #2 and #4. Phase #3 in the park allows for larger manufactured homes not to exceed 1188 square feet.
6. All parcels shall have gravel, concrete or pavers under recreational vehicles and concrete or any Whatcom County approved foundation under any manufactured homes.

SECTION 2: PARKING:

1. The parking of no more than two (2) licensed motor vehicles in addition to a sited recreational vehicle is allowed per parcel.

2. Owners and tenants who have guests intending to stay in a motor home, trailer or other recreational vehicle, must notify the Management Company. Approval for guest parking of an RV on an Association members parcel will be granted for a period not to exceed two (2) weeks. This privilege may not be exercised more often than once in any two (2) month period. If a guest's behavior is undesirable they will be asked to leave the park immediately. Guests evicted from the park for inappropriate actions/behavior will never be permitted to stay in the park again. The property owner will be responsible for their guest's behavior and the cost of any damages that may occur during their visitation, including the cost of fines and damages incurred during their visitation.
3. Guests shall park their motor vehicles only in authorized areas by making prior arrangements with the Management Company.
4. Vehicles shall not be parked on the street except for emergencies, delivery, loading for travel or construction purposes. All vehicles must be parked completely on the owner's parcel with no portion of the vehicle (including a hitch overhang) extending over the curb.

SECTION 3: OWNERS /GUESTS AND MINOR CHILDREN:

These rules are intended as guidelines. Violations are not limited to the following:

1. Minors under the age of 18 shall not be allowed in any commons building unless accompanied by an adult or property owner.
2. Minors under the age of 18 are allowed in the swimming pool area, except during the hours posted in the swimming pool area, and unless accompanied by an adult or property owner.
3. No unlicensed person shall be driving within the park boundaries.
4. No minor shall drink alcohol within the commons areas of Latitude 49.
5. No individual shall be allowed to ride bicycles, skateboards, roller blades, scooters or golf carts in a reckless manner (speeding etc.), in the street. No bicycles, skateboards, roller blades, scooters or golf carts are allowed in the commons areas or on another owner's property without the owner's permission.
6. Smoking is not allowed in the common areas (i.e. buildings, pool, hot tub, tennis courts, etc.), nor within 25 feet of the common area buildings, except in designated smoking areas.
7. Infractions may be punishable by a fine and/or loss of commons privileges up to 60 days for all parties involved.
8. Property owners will be held liable for damages done by visitors to another owner's parcel, any equipment, or property within the commons areas. Latitude 49 is not responsible for the safety of visitors, including children, in the park or damages caused by their actions.
9. Quiet hours between 10:00 p.m. to 8:00 a.m. shall be observed in all commons areas of Latitude 49 with the exception of Association events held in the clubhouse.
10. Fireworks are not allowed in the park.

SECTION 4: TENTS AND GAZEBOS:

1. No tents shall be used in the park.
2. No side curtains, other than shade cloth, will be allowed on gazebos that would create a tent.

SECTION 5: BUSINESS OR OFFENSIVE ACTIVITIES:

1. Noxious, offensive, immoral or illegal activity shall not be conducted within Latitude 49. The property shall not be used for business, professional, commercial, religious services, institutional purposes, except for the activities of the Association.
2. Nothing shall be done to or within a parcel, recreational vehicle or manufactured home, which will increase the rate of insurance on the common elements or other parcels.

3. Commons buildings shall not be used for the purpose of activities that would undermine the stability of the park, the elected Board of Directors or for the purpose of creating dissention among the owners in the park.
4. Harassment, intimidation, threats and/or entrapment of any member of the Board of Directors, owners, or Association employees will not be tolerated.
5. Printed material distributed by letter, email or posted within Latitude 49 that is offensive, intended to harass, or slander owners, including the Board of Directors, the Management Company or employees, will not be permitted. Only correspondence issued by the Board of Directors will be considered official correspondence. The Association name shall not be used without approval of the Board of Directors.
6. No flag will be flown higher than the American flag anywhere in Latitude 49.

SECTION 6: SIGNS:

1. Signage of a business nature shall not be displayed or placed upon any parcel, the outside of any recreational vehicle, in any window, or in or on another vehicle parked within the gates of Latitude 49.
2. "For Sale" and "For Lease" signs are specifically prohibited from being placed on parcels, except for the small clear plastic (real flyer estate) boxes.
3. Door-to-door solicitation is not permitted in the park.
4. No signs, flags or banners, shall be permitted in the common areas, front fence or park entry gate without the prior written consent of the Board of Directors.

SECTION 7: OUTSIDE LIGHTING AND WINDOWS:

1. No spotlights, floodlights, party or similar type high intensity lighting shall be placed or utilized upon any parcel or the commons areas, which in any way allows light to be reflected on any other parcel without the prior written authorization of the Board of Directors.
2. Visible reflective materials shall not be permitted on or in the windows of any dwelling or vehicle on a parcel, except as permitted by the Board of Directors.

SECTION 8: ANIMALS:

1. No more than two (2) pets are allowed per parcel.
2. Pets shall not be maintained on parcels for breeding or commercial purposes.
3. Animals shall not be allowed to make an unreasonable amount of noise or become a nuisance to neighbors.
4. All pets must be kept on a leash or otherwise restrained when not within the recreational vehicle or manufactured home. A leash shall not exceed six (6) feet in length.
5. The following breeds of dogs are specifically prohibited: Pit Bull, Chow-Chow, Doberman Pinscher, Rottweiler, and Wolf-Hybrid. An animal that has been party to attacks or biting incidents in the park must be removed from the park permanently.
6. The owner of a parcel on which a pet resides shall be responsible for immediate clean up of all fecal material created by their pets or be subject to an immediate violation penalty as set forth in the fine schedule. Pet owners shall pick up all animal feces or littering immediately whenever in the park.
7. Pets shall not be allowed to relieve itself on any property except the pet owner's parcel.
8. Pets are not allowed on the commons grounds or in the commons buildings, with the exception of the streets.
9. Pets shall wear ID tags and licenses. The pet owner must be able to provide proof of current rabies shots to the Board of Directors upon request.
10. Latitude 49 is not responsible for any animal caused injuries sustained within the park.

SECTION 9. LAUNDRY FACILITIES, POOL AND HOT TUB.

▶ LAUNDRY FACILITIES (ON OWNERS PARCEL)

1. Outside facilities for drying or airing clothes shall not be erected, placed or maintained on any portion of a parcel.
2. With written permission of the Board of Directors, and submission of a Architectural Request Form, along with the proper county permits; washers and dryers may be installed in storage sheds.

▶ LAUNDRY (LATITUDE 49 LAUNDRY FACILITIES)

1. Owners, guests and renters shall not make use of more than two (2) washers or two (2) dryers at the same time.
2. Dying of clothing is not allowed in washing machines. Only the use of commercially available laundry soaps and bleaches is permitted.
3. Laundry must be removed from the washing machines and dryers after use.
4. Check all washers and dryers after use to assure that nothing is left in the machines. The Association is not responsible for any lost or stolen items.
5. After using the laundry room, the facilities must be left clean. All windows and doors must be closed, and the lights turned off before exiting the building.
6. Owners, guests, and renters shall report any problems with laundry equipment to the management company.

▶ POOL AND HOT TUB:

1. Glass containers are not permitted in the pool area.
2. An adult must accompany minors under the age of eighteen (18) at all times.
3. Children under the age of six (6) are not permitted in the hot tub.
4. 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.)
5. Proper swimming suits are required in the pool and hot tub.
6. Each person must shower before entering the pool or hot tub.
7. All bathers must use the restroom in the laundry building.
8. Review signage and additional rules posted in the swimming pool and hot tub area.
9. **USE THE POOL AT YOUR OWN RISK. THERE IS NO LIFEGUARD ON DUTY.**

SECTION 10: NOISY EQUIPMENT:

1. Except for security alarm devices, no equipment which emits disturbing sounds or loud noises shall be operated on any part of the property.
2. Quiet Hours in the park are observed from 10:00 p.m. to 8:00 a.m. Noisy equipment shall not be operated during these hours.

SECTION 11: OWNERS PARCEL MAINTENANCE:

1. Owners shall maintain all portions of their parcel(s) in a neat and trimmed fashion at all times.
2. Owners shall be responsible for the removal and proper disposal of all landscaping or yard waste, rubbish, trash and household garbage.
3. Rubbish trash and garbage shall not be burned nor allowed to accumulate on any parcel.
4. All trash, rubbish and household garbage shall be stored in secure containers and out of view of neighboring property and the commons element roadways and streets.

5. All bicycles, equipment, boxes, woodpiles, boats (including kayaks or canoes), utility trailers and other similar items shall be substantially screened and concealed from view of neighboring parcels, the common roadway and other common elements. The materials and methods by which an owner may accomplish such screening shall be approved in writing in advance by the Board of Directors. Boats over 12 feet in length may be maintained within the Condominium for no more than 48 hours in any month. [See 9.1.17 of the Declaration, page -22-]
6. Trees shall not be allowed to grow in such a manner to interfere with neighbors use and enjoyment of their parcel or safe use of the roads.
7. Vegetation used as a screening fence or hedge shall not exceed six (6) feet in height and shall be subject to fence location rules as detailed in the Declaration. For safety reasons, a clear vision of the roadway shall be maintained on the corners of all property at the intersection of two streets.
8. Moss is not allowed to grow on roof of sheds, recreational vehicles, driveways or any other structure or on any parcel.
9. Recreational vehicles, fences, sheds or other structures shall not go in need of paint.
10. The parcel number must be posted in an easily visible manner from the street side of each parcel.
11. Driveways, planter boxes and planted areas shall all be kept weed free. Lawns shall be maintained and shall not exceed 6" in height. Immediate fines may be assessed to the owner of a parcel not in compliance with maintaining their yards.
12. All painting and repairs to roofs, fences, decks, railings, sheds, planter boxes or any other structure must be done in a timely manner and not be neglected.
13. If parcels are not maintained and in compliance, the Board of Directors can take the necessary actions through park management to correct the problem at owners expense.
14. Each parcel and structure shall be kept in a sanitary condition, free of offensive odors and insect or rodent infestation. No rubbish or debris of any kind shall be placed or permitted to accumulate so as to render the park or any parcel to become unsanitary, unsightly, offensive or detrimental to any resident, the parcel, other parcels, the park or neighborhood.
15. Painting of unit, other than in the original color, requires an Architectural Request Form with color swatch attached.

SECTION 12: TRASH COMPACTOR.

1. No lawn furniture, window shades, window blinds, curtains, televisions, electronic equipment, other household furniture, appliances, barbecues, tree limbs, construction materials including treated lumber, anything flammable, motor oil, anti freeze or other contaminants shall be placed in the trash compactor.
2. Small branches and debris must be bagged and tied in a plastic bag prior to being placed in the trash compactor. Bags may not exceed thirty three (33) gallons in capacity.
3. No trash or any items shall be left in or around the fenced trash compactor area.
4. Close the gate securely after exiting the area.
5. Children shall not play near or be allowed to deposit trash in the trash compactor.
6. Animals are not allowed to be unattended in the trash compactor area
7. Latitude 49 shall not be held liable for injuries sustained when using the trash compactor. Use of this equipment is at your own risk.
8. If an owner is found to be responsible for damage to the trash compactor, they shall be held liable for the total cost of parts and repair.

SECTION 13: USE OF THE COMMONS BUILDINGS (OWNERS MEETINGS)

1. All meetings/activities to be held in any commons buildings must be scheduled with park management and the Activities Committee Chairperson to ensure the building has not been previously scheduled for use.
2. The commons buildings must be left neat and clean after each event or meeting. Turn off all lights, close doors and windows, and dispose of garbage to the compactor.

3. The Association is not responsible for any accident, stolen or lost items during an event or meeting, held in the commons buildings, pool or hot tub.

SECTION 14. PROPANE TANKS.

1. Propane tanks utilized in connection with barbeque grills, motor vehicles and recreational vehicles as attached by the manufacturer are permitted on a parcel.
2. The use of propane tanks must be in compliance with applicable laws, rules and governmental regulations.
3. Propane tanks of not more than 100 gallons may be placed within a parcel as long as they are concealed from view from the common roadways using such materials as have been previously approved by the Board of Directors for use as screening material. [See 6.1.10 of the Declaration, page -12-]

SECTION 15. ANTENNAS:

1. Satellite TV antennas/dishes 1 meter or less in diameter may be installed within a parcel, except for the ten (10) foot roadside setback area. All other types of reception or transmission antennas are subject to approval of the Board of Directors.

SECTION 16. RENTALS.

1. Lease agreements shall be required and deemed to provide that the terms of the lease shall be subject in all respects to the provisions of the Condominium Instruments, and that failure by the Lessee to comply with such provisions shall be a default under the lease, entitling the Association to enforce such provisions as a real party in interest. All leases shall be in writing, and the Association is entitled to receive copies of all leases. A lease, as defined herein, shall include month-to-month rentals. Subleasing is prohibited. Transient occupancy, for a term of less than 30 days, is prohibited. Other than the foregoing, there is no restriction on the right of an owner to lease their parcel. Any tenant shall be deemed to have assumed all the responsibilities of an Owner under Article IX of the Declaration. [See 9.1.18 of the Declaration, page -22-]
2. The Board of Directors shall have the power to suspend all privileges of the tenant, occupant or person living with the tenant to use of the recreational facilities in the common elements.

SECTION 17. PARCEL IMPROVEMENTS:

1. An improvement is any permanent type of work or modification to a parcel. This includes all structures, repair, painting or replacement of items that have been placed on a parcel. [For landscaping improvements, please refer to the Declaration, Section 6.1.8, Page -12; and Section 9.1.12, Page -21-]
2. The owner is required to obtain an Architectural Improvement Form. They are available in the mailroom, or online at www.Latitude49ResortPark.com . The form must be completed and submitted to the Architectural Committee for review. Approval must be first obtained prior to changes or construction commencing.
3. Approval by the Board shall not relieve an Owner from the obligation to obtain required governmental permits. The Owner shall deliver all approvals and permits required to the Board of Directors prior to the commencement of construction requiring such approval or permit. [See 6.4.2 of the Declaration, Page -14-]
4. Owners obtaining approval of the Board of Directors for construction of improvements shall commence construction or alteration in accordance with plans and specifications approved within 90 days after the date of approval and shall substantially complete construction or alteration within 120 days after start of excavation/construction, or within such other period as specified in the approval. Construction shall not be deemed to be completed until the improvement is finished, the parcel has been cleaned of construction debris and the Unit has been landscaped.

Notwithstanding the foregoing, the Board's approval may provide for a different period during which to commence or complete construction. If work does not commence within six (6) months of approval, or such other time period determined by the Board, then approval shall lapse. [see 6.4.3 of the Declaration, Page 14 & 15.]

5. Construction must be completed as specified on the approved Architectural Request Form.
6. Should a parcel improvement be performed in a manner not in conformance with the current Governing Documents, or without proper approval, a Notice of Non-Compliance will be issued to the owner. From that time, no further work shall be performed until the matter is resolved by the Board of Directors and they have advised the owner in writing that work may resume. NOTE: Refer to Fine Assessment in the Rules and Regulation for non-compliance.

SECTION 18: PERMISSIBLE ADDITIONS:

1. Subject to approval of the Board of Directors as to location, design, materials and finish and further subject to the limitation that the "footprint" of impervious surfaces on any one parcel may not exceed 1,250 feet in Phases #1, 2 and 4 nor exceed 1,750 square feet in Phases #3 (parcels 152 through 233). [See 6.2.1 and 6.2.3 of the Declaration, Page -13]

SECTION 19. SPECIFIC ITEMS OF CONSTRUCTION:

NO ITEMS OF CONSTRUCTION, OTHER THAN THOSE LISTED BELOW, MAY BE PLACED WITHIN A UNIT:

A. STORAGE-SHEDS:

1. One (1) storage shed of no more than one hundred (100) square feet of floor space, measured externally, is permitted. The overall height of the storage shed must not exceed 10 feet 6 inches, as measured from the surrounding grade. The minimum roof pitch shall be 3:12. A maximum of 175 square feet of roof area is permitted. All sheds shall be constructed with wood, composite, or metal framing studs. The exterior shall be of wood, vinyl or wood substitute [i.e. "Hardi" planking or comparable]. No plastic sheds/storage units [i.e. Rubbermaid or other molded plastic brands] are permitted. No gazebo shall be used for storage purposes, whether enclosed or open. No shed may be occupied as a residence or sleeping quarters. Sheds shall be painted a color compatible with the Recreational Vehicle located within the Unit. [See 6.1.2 of the Declaration, Page -11 -]
2. No plastic storage units are permitted in the park. (i.e. Rubbermaid or other molded plastic brands.)
3. No gazebo shall be used as an open/closed storage unit.

B. DECKS:

1. A deck or porch, provided it is not longer than the recreational vehicle, and is not more than eight (8) feet in width. An extension in width of up to an additional four (4) feet may be allowed by special permission of the board. [See 6.1.3 of the Declaration, Page -11-]
2. A deck over 30 inches in height above grade requires a building permit from Whatcom County.

C. CARPORTS:

1. A carport to accommodate one or two vehicles provided [1] its highest point is not higher than the lowest portion of the roof of the Recreational Vehicle at any point, and [2] if the R.V. has a gable-style roof, then the pitch of the carport must be no greater than the pitch of the R.V. roof, and [3] its construction, size and placement are consistent with Whatcom County Standards. [See 6.1.4 of the Declaration, Page -11-].

2. A carport requires a Whatcom County permit. A copy must be provided to the Architectural Committee, along with an Architectural Request Form.

D. AWNINGS:

1. **Adjacent:** Awnings adjacent to the recreational vehicle or manufactured home, whether freestanding or attached to the recreational vehicle or manufactured home, provided it is not longer nor higher than the recreational vehicle or manufactured home and is not more than eight feet in width, except that an extension in width of up to an four (4) feet may be allowed by special permission of the Board of Directors.
2. **Attached:** No awnings, decks, patio covers, air conditioning units, or other projections shall be attached to exterior walls, doors, or sheds without prior written acceptance of the Architectural Committee and approval of the Board of Directors. They cannot be more than eight (8) feet in width, except an extension in width of up to an additional four (4) feet may be allowed at the discretion of the Board of Directors.

E. TRELLIS, PLANTERS, ETC.:

1. A trellis, planter box, or stub wall constructed around the patio or area covered by an awning, is allowed provided it does not exceed thirty two (32) inches in height.

F. FENCES:

1. Fences of an approved design that do not exceed six (6) feet in height, and that are not located closer than ten (10) feet to any roadside parcel boundary and that are constructed so as not to impede access from the road to electric and gas meters. [See 6.1.7 of the Declaration, Page -12-]

G. DRIVEWAYS:

1. A driveway of an approved design, not to exceed twenty-five (25) feet in width may be constructed on a Unit. Pull-through driveways may be permitted only with the advance written approval of the Board. For any parcel bordering on both a cul-de-sac and a street, the driveway shall be constructed to border on the cul-de-sac where practical. [See 6.1.9 of the Declaration, Page -12-]
2. Parking on the dirt or grass will not be permitted.
3. A minimum of 324 sq. ft. of the impervious allowance shall be used for a concrete parking pad on all parcels.

H. SKIRTING:

1. Occupied structures that are on a permanent foundation must be skirted with a solid material, i.e. stone facing, brick, concrete blocks, composite type wood or vinyl. Lattice type material is not permitted unless it has a solid backing.

SECTION 20: SETBACKS:

1. The “footprint”, or impervious surfaces, on any parcel shall not exceed 1,250 square feet in Phases # 1, #2 and #4; and, shall not exceed 1,750 square feet in Phase #3 (parcels 152 through 233).
2. Recreational Vehicles, storage sheds and other structures, whether permanent or semi-permanent, shall be located on parcels in compliance with all governmental setback requirements, including current County Code and Association Rules and Regulations. In no event are structures, other than a fence, planter box, trellis or stub wall, to be located within three (3) feet of the rear of a

parcel, ten (10) feet of the roadside boundary of a Unit (Units may have more than one roadside boundary) or five (5) feet of the side of a Unit. [See 6.2.3 of the Declaration, page -13-]

The intent of the above is to ensure than no Recreational Vehicles are sited with less than a ten (10) foot separation, except for those cases, if anywhere such a sitting was lawfully accomplished in the past when building setbacks of less than five (5) feet were permitted.

SECTION 21. MISCELLANEOUS.

1. Replacement gate cards are available from park management at a charge of \$20.00 U.S. per gate card/FOB key.
2. Speed limit throughout the park is 10 miles per hour.
3. It is the responsibility of each owner in the park to provide current address, and emergency phone contact information to park management.

SECTION 22. ASSESSMENTS AND FINES:

1. The common area assessments are due each month on the first (1st) day of the month. They become past due on the fifteen (15th) of the month and are subject to a Late Dues Penalty of \$25.00. The Association has the right to charge interest, costs and attorneys fees to collect the delinquency through liens and foreclosure as provided in the Declaration.
2. Parcel owners must remain current in their dues, assessments and fines to be a member in good standing. Only members in good standing may access the common elements.
3. Owners who are not in good standing, including unpaid dues, assessments or fines, will be denied approval for all Architectural Requests until the account is brought current.

SCHEDULE OF FINES

Late payment of assessments:	\$25.00 per month.
NSF checks will be charged	\$40.00 per check plus any other applicable fees.
Violation of Rules and Regs, Declarations or Bylaws.	\$ 50.00 1 st occurrence \$100.00 2 nd occurrence \$250.00 3 rd and subsequent occurrences

All fines must be paid in U. S. Funds

Adopted by the Latitude 49 Board of Directors: November 2010