

WASHINGTON LAND YACHT HARBOR, INC.

RULES AND REGULATIONS

November 2020

These Rules & Regulations supercede all previous versions and are a part of the Washington Land Yacht Harbor, Inc. When the intended meaning of a rule is in doubt you are expected to obtain a written opinion from the WLYH Board of Directors (BOD) before proceeding. The interpretation or opinion of the Board is final.

The following terms are used in this document:

Airstream Club, Int.	The International Wally Byam Airstream Club
Board (BOD)	The governing body for the operation and management of the WLYH
Directors	Elected or appointed voting members of the Board
Hall	Harmony Hall
Harbor	The residential and common areas enclosed by the perimeter fence
Lessee	A Washington Airstream Club, Airstream Club, Int. member and Airstream RV owner who is signatory on a lease in the WLYH residential area
Member	Member of Washington Airstream Club (WA Unit, WBCCI)
Policies	Reference to the WLYH Policies outlining Board responsibilities
RAC	Residential Area Committee
Resident	A person who lives in the WLYH residential area
Rules	Reference to these WLYH Rules & Regulations
Terraport	Area designated as RV Park for short or long-term rental
WA Airstream Club	The Washington Club of the Airstream Club Int. (WA Unit, WBCCI)
WLYH	Washington Land Yacht Harbor, Inc., the for profit subsidiary of the non profit WA Airstream Club that owns and manages the property and assets of the WLYH

Additional definitions are listed in Appendix A

PREAMBLE

The following Rules will govern the Board, committees, lessees and residents in their understanding of requirements and conditions within the Harbor. Changes or amendments to these Rules may be made by the Directors in accordance with the WLYH Bylaws and must have the date of approval affixed to each changed paragraph. Reasonable efforts will be made to provide lessees with updates or changes. When acquiring a lease in the Harbor, lessees agree to abide by the most current Rules and all subsequent changes or amendments as they occur.

1. GENERAL

The operation and maintenance of the Harbor, both residential and WLYH common areas, is performed by WLYH staff and volunteers. Those tasks requiring licensed professionals will be contracted out. Lessees are expected to provide physical support every year. Those who are incapable or unwilling to provide support are encouraged to contribute financial support in addition to the annual Housekeeping Fees.

2. HARBOR OPERATIONS AND MAINTENANCE

Maintainance of the Harbor and compliance with WLYH Policies and Rules is under the supervision of the WLYH. Ultimate control and authority over the Harbor rests with the Board.

2.1 The Residential Area Committee's (RAC) primary responsibility is the oversight of the lessee residential area and monitoring for Rule or Policy violations. The committee will respond to complaints and/or concerns of residents and act as a resource for resolutions.

3. ANNUAL HOUSEKEEPING FEE

The Annual Housekeeping fee includes the pro-rated share of the payment for real property taxes and expenses for utilities not paid by the lessee, as well as lessee's prorated share of other current housekeeping expenses as may be determined by the Board. Lessees shall pay the current Housekeeping Fee as published annually, per lot, for single or family occupancy. Housekeeping Fees are due each year on July 1st and are subject to late fees August 1. Payment options are noted on the invoice. If paying by check, it should be made payable to the Washington Land Yacht Harbor, Inc. (WLYH). A receipt will be issued upon request.

3.1. If the Housekeeping Fee is not paid according to approved payment schedule, a penalty fee of One Hundred Dollars (\$100) per month plus legal and collection fees incurred in collection of delinquent fees will be added to the unpaid balance due. The total balance will then be due immediately. The Annual Housekeeping Fee will be accepted from said resident in one lump sum only for future payments. Fees and penalties delinquent for more than one year will be considered as sufficient cause for termination of the lease.

4. RULES

4.1. Commercial Activity: A commercial enterprise or business within the residential area to which the general public is invited, is prohibited. Exceptions may be made for service type activities performed for residents, e.g., minor maintenance and repair of residences or RVs. No trucks or commercial vehicles over 14000 GVW are permitted except when making deliveries.

4.1.1. Soliciting is not permitted in the Harbor. All sales people must make individual appointments with lessees. Residents are requested to report solicitors to the RAC Chairperson or designee.

4.1.2. Community-wide garage sales advertised to the public may be held. The date and time shall be coordinated by the RAC so as not to interfere with other Harbor activities and events such as WA Airstream Club events or garbage pickup.

4.1.3. Individual garage or estate sales shall be allowed on a case-by-case basis under the following conditions:

1. Only be in conjunction with the impending sale of a home, reassignment of a lease or death of a lessee.
2. A written request must be submitted to the RAC Chairperson at least 2 weeks in advance of the desired date.
3. With the permission of the lessee having the sale, items belonging to other Harbor residents may be added to the sale but only if brought to the site of the sale.
4. Duration shall not exceed two days.

4.2. Vehicles: No motorized vehicles, including golf carts, will be operated within the Harbor by anyone under 16 years of age.

4.2.1. The speed limit is 15 miles per hour within the Harbor. It is the responsibility of the driver to be aware and grant the right of way to pedestrians and non-motorized recreational devices.

- 4.2.2. No vehicle shall be parked in the street or partially in the street in excess of 6 hours.
- 4.2.3. All vehicles, except golf carts, stored or parked for more than 30 days per year on a lot must be currently licensed and registered to the lessee or registered occupant. (see 4.9.1.1). A vehicle registered to another Harbor lessee may be stored on a lot with the lot owners' written permission given to the RAC.
- 4.2.4. Lessees may store no more than 4 RVs or other vehicles, excluding golf carts, on a lot within plain view from the road.
- 4.2.5. Vehicles, including RVs, in a run-down, junked or dilapidated condition are not allowed in plain view on a lot. These conditions include, but are not limited to: broken windows, peeling paint, flat tires, broken lights, or non-working engines. Non-working vehicles must be stored out of sight. Lessee will be notified of the infraction and offered the opportunity to remove or repair the vehicle. If the lessee fails to do so within the time specified at time of notification, disciplinary action may be taken.
- 4.2.5.1 Resident owned vehicles may be washed on site. You are encouraged to use environmentally friendly products. Neighboring property must not be impaired by this activity.
- 4.2.6. No major repairs or restoration of any motor vehicles, boats, trailers, or other vehicle may be performed in plain view on a lessee's lot without approval.
- 4.2.7. A lessee who owns a road-worthy recreational vehicle manufactured by Airstream, Inc. may own an additional recreational vehicle other than an Airstream product. If the lessee's other brand RV is parked on their lot, the lessee's Airstream must also be parked on their lot. If there is insufficient space (See Rule 4.2.4), for both RVs the other brand must be parked elsewhere. The lessee must maintain and show proof of current registration of the Airstream in their name. A lessee who no longer owns a qualifying Airstream product, shall not park or store another brand of RV within the boundaries of the WLYH
- 4.2.8. Passenger vehicles of lessees may display a LYH decal on the rear passenger side window to identify the vehicle as authorized within the Harbor. Decals are available at the Gatehouse.
- 4.2.9. Lessees may purchase, at the gatehouse, a maximum of 2 remote gate openers per lot.
- 4.2.10. Residents of the Harbor may not post a "Courtesy Parking" listing in any WBCCI publication or web site.
- 4.3. Discharging or displaying of firearms or compressed air guns is prohibited.
- 4.4 Burn barrels and/or the burning of any type of garbage or construction debris is not allowed by State law.
- 4.5 Recreational fires within the boundry of the WLYH may be no larger than 3 feet in diameter or 3 feet in height. It must be contained within a fire ring designed for that purpose.
- 4.6 Smoking is prohibited inside or within 25 feet of any WLYH building. Smoking products are to be completely extinguished and deposited in appropriate receptacles.
- 4.7. Quiet hours are from 10:00 p.m. to 7:00 a.m. Excessive noise at any time is not allowed. This includes, but is not limited to, excessive volumn of music or other media devices, dogs that bark incessantly, or other noise disturbances.
- 4.8. Pets will be kept under control at all times.** Pets must be kept on a leash when off the owner's site or lot, (except in the designated pet areas). Allowing cats to roam free, day or night, is prohibited. An exercise area where pets may be unleashed has been provided along the west fence of the Harbor in the grove. However, pet owners must have control of their pet anytime the pet is in a designated pet area. A fenced, off-leash dog run is available on the north side of the open field.
- 4.8.1. When pets are walked in the Harbor, owners will remove and dispose of the pet's excrement in receptacles provided. Pet owners shall be responsible for any and all damage or injury their pet may cause to property or persons. Complaints must be substantiated, documented and submitted in writing to the RAC Chairperson.
- 4.8.2. Pets are not allowed in Harmony Hall or the Gatehouse. Service animals wearing certified service-related identification are exempt from this restriction.

4.9. Guests:

4.9.1. In the absence of a lessee from his home, a guest may spend a night or nights in the home only if the lessee has given written permission and furnished a copy to the RAC Chairperson before occupancy begins. Such occupancy cannot exceed a cumulative period of 30 days per calendar year. Children under 18 years of age must be accompanied by an adult. Lessees are responsible for actions of their guests at all times. No lessee may sub-lease or rent any portion of his/her lot or the buildings thereon.

4.9.1.1 Any person residing in a lessee's home for more than 30 consecutive days is no longer considered a guest but a non-lessee resident and must register with the WLYH office in writing with their name, lessee's name and lot number and expected length of stay.

4.9.2. Lessees' guests may park any make of RV on a lessee's lot for not more than 30 days per year. When a guest parks an RV on a lessee's lot, the lessee must be home.

4.9.3. A lessee may invite a guest to occupy the lessee's RV parked on the lessee's lot for a maximum of 30 days per calendar year.

4.9.4. Anyone under the age of 16 years old must be accompanied by an adult over 18 years of age whenever in the common buildings of the WLYH.

4.10. Caregivers: There can only be one non-related, licensed, live-in caregiver at a time. In the event that the lessee requiring care moves or passes away, any outside caregiver must vacate the premises within 30 days.

4.11. When Lessees are away from the Harbor: Lessees planning to be away from the Harbor for one week or longer are encouraged to notify the WLYH office before they leave. They should provide in writing a contact phone number where they can be reached in case of an emergency and the name and phone number of a neighbor or family member who has a key to their house.

4.12. Unsightly Lots:

4.12.1. It is the lessee's responsibility to keep their lot neat and tidy, with weeds or grass kept no taller than six inches. Yards must be maintained year-round whether the lessee is in residence or away. Lessees who allow their lots to become overgrown with weeds and grass, shrubbery, or other plants will be subject to the disciplinary procedures as described in ***RULES 9. VIOLATIONS AND DISCIPLINARY ACTIONS.***

4.12.2. Structures in a run-down or dilapidated condition must be repaired or removed. These conditions include, but are not limited to: broken windows, peeling paint, loose eaves or skirting with gaps.

4.12.3. Accumulations of debris or unused items must be removed upon the request of the RAC. Such accumulations may include but are not limited to garbage, tires, old or broken lawn ornaments, plant containers, or piles of wood, lumber or bricks.

4.12.4. For Sale signs may not be posted on a lot without notifying the WLYH Office. The exception shall be posting a For Sale sign in the window of a vehicle. Any sign posted on a lot or vehicle may not be larger than 2 feet by 2 feet. (See **Rule 5.4.2** for posting For Sale signs on houses for sale.)

4.12.5. Tarps may not be attached to structures, RVs or vehicles as a cover or shelter. Only commercially manufactured RV, boat or vehicle covers will be allowed. The exception is to cover a leaky roof for a period not to exceed 2 months. Tarps are not to be used anywhere outside on the lot.

4.13. Utilities:

4.13.1. Water. Washington State law mandates water conservation, therefore, residents are expected to use conservation measures by installing water timers on irrigation lines. Back flow devices are required.

4.13.1.1. Connections to the main water lines will be done by qualified personnel under the supervision of the WLYH Water Committee. At each residence, the WLYH owns the METER box and everything in it, which connects to the main water line. The lessee should install, at lessees' expense, a **separate box** with a shut-off valve for the residence. If the lessee winterizes his home by shutting off the water, he must use the shut-off valve in his own box and not the WLYH box. Only

Water Committee members or their designees may operate or maintain equipment in this box.

4.13.2. Garbage & Recycle. Each lessee is responsible for the cost and removal of their garbage and recyclable materials. In the interest of safety, security and appearance, garbage and recycle containers should be stored out of public view. **Dumpsters and cardboard recycle bin on the Terraport are not to be used by residents.**

4.13.3. Septic Systems. Lessees are responsible for the installation, care and maintenance of the septic system and drainfield(s). Septic tank and drain field installation setbacks are ten (10) feet from the water supply, five (5) feet from the building and five (5) feet from the property line. The exception to this rule is for existing, shared septic tanks and drainfields.

4.13.3.1. Septic tanks must be certified every three years and pumped when necessary. Lessees whose lots have a shared septic system must share equally in the expenses for this maintenance and any necessary repair.

4.13.3.2. Septic systems must be inspected, and pumped by a licensed commercial septic company within the past twelve months prior to a lease reassignment; the cost of which is to be negotiated and paid by the seller and/or buyer. If the septic system is shared with an adjacent lot, the adjacent lot lessee is not required to share in the cost this reassignment pumping requirement.

4.13.3.3. If Thurston County requires the WLYH to pay fines for a lessee's failure to have their septic system inspected and or certified, or for repair or replacement of septic system on an individual residential lot, the lessee of that lot or their heir or executor will reimburse the WLYH for all costs incurred.

4.13.4. Provisions for all utilities must be arranged for by the lessee and be placed underground where possible. Lessees shall ensure that the location of underground utilities is positively known and marked before allowing any excavation on their lot.

“Call Before You Dig” 811

4.14 Damage to neighbor's property: Lessees are responsible for their actions that result in damage to WLYH or another lessees' property, e.g., damage caused by vehicles, trees, shrubs, fences, pets etc.

5. LEASES

5.1. To qualify for a lease, one must:

5.1.1. Own a qualifying Airstream product for a minimum of 6 consecutive months at the time of application. If a trailer, ownership of an adequate tow vehicle is also a requirement. All vehicles will be checked to verify they are equipped for towing or travel and living. The applicant must be a member of the Wally Byam Airstream Club, Int. and the WA Airstream Club for the same 6 consecutive months or a member of any Airstream Club for 2 years prior to application. The member must attend and participate in at least 2 Airstream Club Intl. or WA Airstream Club rallies or caravans within the past two years, each of which must be of at least two-days duration.

The **applicant must** drive or tow the Airstream product to at least one of these rallies away from the Harbor and reside in their Airstream for qualifying events.

5.1.2 Be able to live independently without permanent full-time assistance essential to their care and well being by other than a co-owner of the lease.

5.1.3 Complete and pass a Tenant Screening and pay the appropriate application fee prior to a lease review.

5.1.4 When all qualifications have been met, and qualifying Airstream vehicle has been inspected, applicant may submit completed application form to WLYH Office Manager or Lease Review Chairman and schedule a meeting with the Lease Review Committee.

5.1.5 Registered domestic partners or family members who wish to be added to a current lessee's assignment must meet established qualifications and regulations regarding such additions. (Obtain Appendix I (White Paper) from Office Manager).

5.2. To retain a lease, one must:

5.2.1. Limit occupancy to a single family household in a single dwelling. The total number of people in the dwelling is limited to the number of bedrooms allowed based on soil pit tests and capacity of their septic system as recorded by Thurston County. A maximum of two persons is allowed per bedroom. NOTE: This limit is imposed to comply with restrictions in Washington State and Thurston County Sanitary Codes. Lessees of lots with two or more existing habitable dwellings may occupy only one dwelling. Lessees of lots which have only one dwelling may not convert any other structure into a dwelling or add another dwelling to the lot. Exception is made when family or friends occupy an RV parked temporarily on the lot (See 4.9.2). Under certain family emergencies, the Board may grant approval for additional family members to cohabit in a dwelling on a temporary basis (up to 6 months), upon written approval.

5.2.2 Persons who are not leaseholders residing in the home of a lessee for a minimum of three months prior to the departure or death of the lessee may remain in the home for up to 3 months after the departure or death of the lessee. Only a current occupant, registered with the WLYH Office (See 4.9.1.1) may reside in the home during this three-month period. To retain occupancy beyond the 3 month period, the occupant must have begun the process of applying for a lease with all qualifications having been met within ensuing 5 months.

5.2.3. Comply with the Rules & Regulations and Policies of the WLYH.

5.2.4. Maintain ownership of an Airstream product for for the duration of residency in the WLYH. Lessees who acquired a lease after October 1, 2016 shall annually verify ownership by presenting to WLYH office staff a current registration in the lessee's name. This verification may be done in person or by electronic means and must be done at the time Housekeeping Fees are due, July 1-31. After period of no less than five years of residency, the lessee may submit a request for Board approval to dispose of their Airstream. The request must be in writing and must include specific and verifiable reasons for the request.

5.2.5. Maintain their Airstream RV in a clean, serviceable, travel-ready condition.

5.2.6. Own no more than two leases in the WLYH. A lessee may acquire a second lease only upon the recommendation of the Lease Review Committee and the approval of the Board. Documentation of an applicant's prior pattern of disregard of these rules will be cause to deny the request for a second lease. If two leases are owned, only one premises may be used as a dwelling. Co-owners of a qualifying vehicle may not acquire more than one additional lease. A period of one year must lapse from date of residency of original lease before applying to obtain a second lease. Thereon a minimum of 3 years must lapse between lease assignments to the same lessee. Applicant must provide proof of ownership of an Airstream product or a copy of WLYH letter granting permission to sell the Airstream product. Applicants must have participated in a minimum of 2 Washington Airstream Club events within the past year prior to each application.

5.2.7 A current lessee wishing to lease a different or additional lot within the Harbor will obtain a Resident Application for Lease Packet from the WLYH Office Manager or designee. When a currently held lease is to be sold, the lessee will obtain both a Buyer's and Seller's packet.

5.2.8 Pay the Housekeeping Fee (Maintenance) annually as invoiced each year. Housekeeping fees, penalties and fines in areas more than one year are a basis for termination of the lease and any other lease held by the lessee.

5.3. Lease Reassignment Fee:

A fee determined by Board, payable to the WLYH, must be paid prior to the consummation of all lease reassignments. A legal heir (other than the surviving lessee), must also pay the fee should he/she qualify for and desire to retain a lease. Lease assignments may not be placed in a trust or in the name of any trustee of a trust.

5.4 Procedures for assignment of lease to a WA Airstream Club, WBCCI member and Airstream owner *not currently residing in the Harbor* are as follows:

5.4.1. An applicant for a lease must obtain, from the WLYH Office Manager or designee, a Buyer's Packet and a copy of the WLYH Rules & Regulations and Policies that contains instructions for applying for a lease. All requirements must be met **BEFORE** an application for a lease will be accepted and no lease review for a prospective buyer may be held until after the six month qualifying period and **ALL** eligibility requirements are met. (See 5.1.1). If all requirements have not been met the lease assignment will be denied.

5.4.2. Before making an agreement to sell, the current lessee must notify the WLYH Office Manager of their intent to sell their property, and will be provided with a Seller's Packet. The For Sale Listing form in the back of the packet will be posted in the **Homes For Sale Notebook** in Harmony Hall and at the Gatehouse. This property may be on the **WLYH** website. A For Sale sign not to exceed 24"x 24" may only be placed on the premises after notifying the WLYH Office manager of intent to sell.

5.4.3. Once the lease reassignment is pending, the seller is required to have the septic system inspected and pumped by a licensed commercial septic company within the past twelve months prior to lease reassignment. All discrepancies noted on the "Pumper's Report" must be corrected prior to consummation of the sale of the property, (unless waived by Thurston County). Proof of pumping and inspection as well as proof of the correction of discrepancies must be given to the WLYH Office Manager to be filed prior to lease assignment.

5.4.4. Upon notification that a property is for sale, the seller shall notify the RAC and request an inspection of the lot to verify lot measurements and for violations of WLYH building regulations. Violations found will be documented, filed and reported to the Board prior to approval of lease application. The Board will decide whether the violation may continue with a waiver (in accordance with Rule 8) for the new lessee or if the condition or violation must be brought into compliance with current, Rules and Regulations.

5.5. When properties are for sale and leases are available:

5.5.1. Only the lessee and permanent, registered occupant(s) (4.9.1.1) may reside on the premises until sold, with the exception of lessee's guests staying in the home per Rule 4.9.1. If the lessee is not inhabiting the non-lessee occupants must abide by Rule 5.5.2. A prospective buyer may not store items in the home or elsewhere on the lot, perform any type of work, inside or outside, or reside in the home until the lease assignment is recorded with Thurston County and a copy given to the WLYH Office Manager or Lease Review Chairman.

5.5.2. The annual Housekeeping Fee must be paid when due.

5.5.3 . The house exterior and lot must be kept clean and neat; vegetation kept trimmed, mown and/or weeded.

6. BUILDING REGULATIONS

The WLYH shall have broad, discretionary authority to interpret and apply these regulations. However interpretation of State and County rules must be by the appropriate governmental agency. All WLYH residents must comply with the covenants and restrictions that are a part of the Thurston County plat of the Harbor as a Planned Mobile Home Park Development, on file at the Thurston County Courthouse.

6.1. Permission required before building: Two sketches, including an elevation of all structures and underground utilities and septic system(s), must be presented to and approved, signed and dated by the RAC before beginning construction. All later additions or revisions (changes), including driveways and parking strips, must also obtain approval. One sketch will be returned to the applicant when approved, and one will be retained in the Harbor lease files.

All structures, temporary or permanent must be approved by the RAC. Structures which have been built without proper drawings and approval before construction, may be required to be dismantled and/or removed at the lessee's expense. **(See Appendix A for definition of "structure")**

6.1.1. If approval for construction is denied, the RAC will detail the reason for rejection and suggest how the lessee could remedy the deficiencies.

6.1.2. Before any construction begins the lessee shall provide the RAC with a statement from the lessee or the lessee's contractor that the construction will be in accordance with these WLYH Building Regulations and Thurston County or Washington State Department of Labor & Industries manufactured home building codes. **Building Permits must be obtained from Thurston County Development Services as required for any accessory buildings or alterations or additions thereto.**

6.1.3. The RAC shall have the right to inspect and measure any part of the structure or lot at any stage of the construction.

6.1.4. If construction plans have been altered, or the construction does not follow the approved plans, the construction shall stop, and the lessee shall be directed, in writing, to make the necessary corrections.

6.1.5. For new driveway construction, the RAC may require an open cutout or a berm two feet back from the edge of the road surface before approval is granted. This decision will be made on a case by case basis to facilitate proper drainage when connecting hard surfaces to Harbor roads.

6.2. All **new residential structures** will be restricted to manufactured homes that are double wide or better, and accessory buildings. New "Tiny Homes" or new "Park Models" may be considered for specified lots on a case-by-case basis, with written approval of the RAC and WLYH Board. No new construction of site-built homes will be allowed. All roofs shall be composition shingle or better and extend with eaves around the entire home. The exterior siding will be horizontal or vertical lap siding in appearance and of standard wood, simulated wood, cement/fiber composite, vinyl or aluminum. All homes shall be completely skirted with tongue removed. Skirting should be finished within 60 days of installation of the manufactured home, and maintained thereafter.

6.2.1. Used manufactured homes must be in "like new" condition and are subject to inspection by the RAC and approval of the Board before being allowed to move into the Harbor. In no case may a used manufactured home that does not meet current building codes be brought into the Harbor.

6.2.2. Rule 6.2.1. (above) extends to all homes placed on unused lots or as replacement homes on lots with a home presently installed. This regulation does not affect homes presently located on lots in the Harbor, but does preclude a home which does not meet the above specifications from being moved from one lot to another within the Harbor.

6.3. The **maximum height** of any building shall not exceed 16 feet measured from floor at ground level to the highest external peak of the roof with the following exception: A garage or carport type structure built to house or park the owners' RV may extend to a height not to exceed 20 feet measured as above. No new, habitable, two-story buildings are allowed except for lots 4, 27 and 115 with approved WLYH variance and if required, Thurston County and/or Labor & Industries approved variance.

6.4 When approval is received from the RAC for construction projects, construction must begin within 180 days of approval or the approval expires. Construction to be completed within one year from the original approval.

6.5. All structures, including towers, antennas, satellite dishes and underground utilities must conform with Federal and Thurston County building codes and Thurston County Department of Health regulations. County building permits are required for all support buildings. The permanent base structures of towers, antennas and satellite dishes shall be at least 20 feet from the property line as required by Thurston County building regulations.

6.6. Buildable Area: Buildable area is the lot area minus the area consumed by the septic tank, drainfield, easements, clearances and setbacks.

6.7. Easements and Setbacks:

6.7.1. There is a 5-foot easement for utilities and access across the back of lots 1 through 133. Easements for lots 134 through 195 are designated on the Harbor plat. There are designated easements to access the south green belt for WLYH and resident use between lots #156 and #157, and between lots #166 and #167. Lessees of these lots cannot restrict use of these easements.

6.7.2. No building or structure may be less than 5 feet from the side lot line, 10 feet from the rear lot line, including 5 feet at the extreme rear reserved for utilities or 15 feet from the front lot line. All setbacks and easements are subject to WLYH plat maps. The easements are for inspection, repair or improvement of utilities such as water lines, electric power lines, natural gas and telephone lines and access to Thurston County required retention ponds. Fences, gardens, trees, shrubbery or construction of any kind placed in these easements may be damaged or destroyed in order to inspect, repair or make improvements to utilities. Removal/disposal of damaged shrubbery, plants or other items and all repair or replacement of such damage will be the sole responsibility of the lessee.

6.7.3. Septic tank and drain field setbacks – see Utilities, 4.13.3

6.8. Property line dispute - Lessees may request lot line measurements by the RAC. In the event of a disagreement over the location of property lines, the lessees are encouraged to settle the matter voluntarily. Should the lessees require settlement by professional survey, the lessees shall pay all costs associated with the survey.

6.9. Fencing:

6.9.1. Fencing shall be constructed in a manner and of materials that will be in harmony with our community objectives of providing a neighborhood of pleasant surroundings. Plans must be submitted to the RAC for approval prior to beginning construction.

6.9.2. Fencing along the perimeter of the WLYH may be a maximum of 6’6”. Fencing no higher than 6’6” will also be allowed in **one** of these specific places but not both:

Either a backyard: (1.) Not within 30 feet of any paved road in the WLYH (2.) A 6’6” fence will be allowed but no wider than the buildings plus 15 feet to accommodate gates on either side of fence.

(3.) The 6’6” fence will only extend from the rear end of the buildings to the easement/property line.

Or a Side Yard: (1.) Not within 30 feet of any paved road in the WLYH (2.) A 6’6” fence will not extend past either end of the buildings (3.) The 6’6” fence will only extend from the buildings to the side easement/property line. Existing fences in violation with these changes as of September 2019 will be allowed to remain until such time that the lease is offered for reassignment. Any modification to or replacement of this fence must comply with this rule. All other fences will be limited to 4’4”. Any fencing within 30 feet of any paved road in the WLYH will be limited to 4’4”. The height of the fence is measured from the unmodified ground level up to the highest point of the fencing material excluding the post.

6.9.3. Materials must be of a lasting character: wood, concrete block, stone, chain link, vinyl, or latticework made of wood or plastic. The installation or repair of a fence must be completed within 1 year of start date.

6.9.4. Fences built or installed between lots must respect the boundary lines.

6.9.5. There shall be no new permanent fencing across the front of dwellings or along Flemming Way.

7. DEATH OF A JOINT OR SOLE LESSEE

The WLYH Office Manager requires a copy of the official Death Certificate within 60 days of a lessee’s death.

7.1. Upon the death of a sole lessee, the WLYH Office Manager will notify the heir or executor in writing of the lease reassignment requirements. If the lessees’ heir chooses to retain the lease, he/she must meet the qualifications for applying for a lease per **Rule 5.1** and its subsections.

7.1.1. Should the heir not qualify for the lease assignment, the home must be put up for sale within

6 months of the date of the death of the lessee. If the buyer of the home is not qualified to be a lessee, the home must be removed and the leased lot made available for reassignment. In the case of a site-built home, it must be sold to someone qualified to be a lessee. When a potential lessee is identified he/she must obtain a Buyer's Packet and a copy of the WLYH Rules & Regulations and Policies from the Office Manager and qualify as per Rule 5.1 and its subsections.

8. EXCEPTIONS OR WAIVERS

8.1. A lessee may request a waiver of these Rules in extenuating circumstances. However, the lessee must demonstrate urgent need for the request. Such a request must be received in writing by the Board at least 14 days prior to the next scheduled Board meeting. The decision to approve or deny a request for an exception must be made by majority vote of directors.

8.2. Approval of an exception must be based on unique qualifications or requirements which do not establish a general precedent that negates all or part of any rule. Directors must be assured that no general precedent is being established before approving an exception.

9. VIOLATIONS & DISCIPLINARY ACTIONS

9.1. A suspected violation of any of the provisions of the Rules may be reported to the RAC. The complaint will be investigated to determine if a violation has been committed. In the event a violation has been committed by a lessee or resident, these procedures will be followed:

9.1.1 A RAC member may contact the lessee in person or by written or electronic means to explain the violation and/or offer suggestions to correct violation.

9.1.2. A letter of notification will be sent to the offender stating which rule the lessee has violated, what must be done to correct or reverse the offense, and must include a deadline for completion.

9.1.3 If the offender disagrees with the letter of violation they may appeal, in writing, to the Board and request a closed-door hearing on the matter.

9.2 Disciplinary actions:

9.2.1. The Board may require a remedy appropriate for the specific violation to correct or reverse the condition caused by the violation. As an example, a structure built without plans and approval that violates the building criteria in the Rules must be removed.; or, if weeds or overgrown grass are not removed or mown within date stated in notification or agreed to during an appeal, a contractor may be hired to do the necessary work. The lessee will be required to reimburse the WLYH for this cost.

9.2.2. The Board may impose fines against the lessee or their heirs not to exceed the sum of \$100.00 per day for violations not corrected. Specified fines may continue to be imposed for the same violation until the violation is corrected or resolved. Unpaid fines or reimbursements for remedial costs will be added to lessee's next annual Housekeeping Fee which must be paid in full. Unpaid Housekeeping Fees and fines in arrears over 1 year are grounds for termination of lease.

9.2.3. For more serious violations which pose a safety threat, cause widespread misery for neighbors, or show contempt for WLYH Policies or Rules, (Such as refusal to comply with required remedial action for a violation), the offender's lease may be terminated

10. LEASE TERMINATION

Any of the following conditions or actions shall be sufficient grounds for lease termination by the Board:

1. Violation of terms of ninety-nine year lease
2. Repeated violations of the Bylaws, Rules and Regulations or Policies of the Washington Land Yacht Harbor, Inc. and/or violations that undermine or threaten the health or safety of others
3. Failure to pay Housekeeping Fees or obligations to the WLYH
4. Failure to renew membership in the WA Airstream Club and/or Airstream Club, Int. before expiration

Approved by the WLYH Board of Directors: October 14, 2020